



# CITY OF MERCER ISLAND **REVISED**

## CITY COUNCIL SPECIAL VIDEO MEETING

Tuesday, December 07, 2021 at 4:00 PM

### COUNCIL MEMBERS:

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

### LOCATION & CONTACT:

Mercer Island City Hall – Via Zoom  
9611 SE 36th Street | Mercer Island, WA 98040  
Phone: 206.275.7793 | [www.mercerisland.gov](http://www.mercerisland.gov)

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

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

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

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

**Join by Telephone at 6:00 PM (Appearances will start sometime after 6:00 PM):** To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **874 9877 8448** and Password **730224** if prompted.

**Join by Internet at 6:00 PM (Appearances will start sometime after 6:00 PM):** To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **874 9877 8448**; Enter Password **730224**
- 4) The City Clerk will call on you by name or refer to your email address when it is your turn to speak. Please confirm that your audio works prior to participating.

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

### EXECUTIVE SESSION, 4 PM

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

### CALL TO ORDER & ROLL CALL, 6 PM

### PLEDGE OF ALLEGIANCE

### AGENDA APPROVAL

### SPECIAL BUSINESS

1. Resolution No. 1611: Appreciation for Judge Wayne Stewart's Service to the Mercer Island Community
2. Resolution No. 1610: Appreciation for Mayor Wong

## CITY MANAGER REPORT

### APPEARANCES

(This is the opportunity for anyone to speak to the City Council on any item.)

### CONSENT AGENDA

3. AB 5995: November 19, 2021 Payroll Certification in the amount of \$801,923.36  
**Recommended Action:**  
Approve the November 19, 2021 Payroll Certification (Exhibit 1) in the amount of \$801,923.36 and authorize the Mayor to sign the certification on behalf of the entire City Council.
4. Approval of **Certification of Claims** for the periods ending:  
A) November 12, 2021 in the amount of \$557,788.06  
B) November 19, 2021 in the amount of \$321,933.24  
C) November 26, 2021 in the amount of \$659,308.19  
**Recommended Action:** Certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.
5. Approval of Claims Reporting for **Electronic Funds Transfer** for the month ending:  
A) October 31, 2021 in the amount of \$2,008,208.54  
**Recommended Action:** Certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.
6. Approval of **Minutes** of the November 1, 2021 Special Meeting.
7. AB 5989: 2022-2024 Mercer Island Police Association (MIPA) Agreements **REVISED**  
**Recommended Action:**  
Authorize the City Manager to sign the Police and Police Support Collective Bargaining Agreements with the Mercer Island Police Association for the period of January 1, 2022, through December 31, 2024, in substantially the form attached hereto as Exhibit 1 and Exhibit 2.  
Authorize the City Manager to sign the agreement to convert the marine support officer to a fully commissioned police officer position in substantially the form attached hereto as Exhibit 3.
8. AB 5990: Resolution No. 1613: Confirming Appointment of the Municipal Court Judge **REVISED**  
**Recommended Action:**  
Adopt Resolution No. 1613 confirming the appointment of Jeff Gregory to serve as the Mercer Island Municipal Court Judge for a four-year term, effective January 1, 2022 through December 31, 2025, and authorize the City Manager to sign the Municipal Court Judge Employment Agreement in substantially the form attached as Exhibit A thereto.
9. AB 5986: Interlocal Agreements between the City and Medina and Hunts Point for Marine Patrol Services  
**Recommended Action:**  
Authorize the City Manager to sign the Interlocal Agreement between the City and Medina for Marine Patrol Services substantially in form attached as Exhibits 1 to AB 5986.  
Authorize the City Manager to sign the Interlocal Agreement between the City and Hunts Point for Marine Patrol Services substantially in form attached as Exhibits 2 to AB 5986.  
Appropriate \$60,000 from the General Fund to cover the additional Marine Patrol services.
10. AB 5991: Disposal of Surplus Property  
**Recommended Action:**  
Declare the vacant one-story structure at 4004 Island Crest Way as surplus.  
Authorize the City Manager to negotiate and execute an agreement in an amount not to exceed \$45,000 to deconstruct, salvage, demolish, and fully remove the one-story surplus structure at 4004 Island Crest Way.  
Appropriate \$45,000 in Street Fund available fund balance to deconstruct the surplus vacant structure located at 4004 Island Crest Way.
11. AB 5980: Third Reading of Ordinance No. 21C-18 Amending Chapter 7.04 MICC – Animal Code.

**Recommended Action:**

Adopt Ordinance No. 21C-18, amending Chapter 7.04 MICC – Animal Code, as set forth in Exhibit 1 to AB 5980. Authorize Mayor Wong to send on behalf of the City Council a letter to the King County Council, substantially in the form attached as Exhibit 2 to AB 5980 regarding the planned revision of King County Code Title 11.

12. AB 5996: Acceptance of Amended Deed for Parcel 12 and Acquisition of Surplus Real Property from WSDOT Using REET Funds

**Recommended Action:**

Adopt Resolution 1612 authorizing the City Manager to execute documents to accept an amended deed for Parcel 12 and to acquire certain surplus real property from WSDOT using REET revenues in the Capital Improvement Fund.

**REGULAR BUSINESS**

13. AB 5984: Ordinance No. 21C-25, updating interim development regulations to allow more outdoor seating for eating and drinking establishments, adopting a work plan, and setting a Public Hearing date.

**Recommended Action:**

Adopt Interim Ordinance No. 21C-25 updating interim regulations to allow more outdoor seating for eating and drinking establishments, establishing a work plan, and setting a Public Hearing date of January 18, 2022.

14. AB 5992: 2021-2022 Mid-Biennial Budget Amendments and Utility Rate Resolutions

**Recommended Action:**

Adopt Ordinance No. 21-31, which encompasses amendments to the City of Mercer Island’s 2021-2022 biennial budget.

Approve the following utility rates:

Approve Resolution No. 1606, which establishes classifications of water users and a schedule of charges for water usage, a schedule of rates for fire service, a schedule of special service charges, meter and service installation charges, and connection charges effective January 1, 2022, and thereafter.

Approve Resolution No. 1607, which establishes rates and connection charges for sewerage disposal services provided by the City of Mercer Island effective January 1, 2022, and thereafter.

Approve Resolution No. 1608, which establishes the bi-monthly service charge for storm and surface water services provided by the City of Mercer Island effective January 1, 2022, and thereafter.

Approve Resolution No. 1609, which establishes the bi-monthly utility fee for the emergency medical and ambulance services supplied by the City of Mercer Island effective January 1, 2022, and thereafter.

15. AB 5993: Updating the 2022 Development and Construction Fee Schedule and the 2022 Building Valuation Data - Resolution No. 1614

**Recommended Action:**

Approve Resolution No. 1614 to update the 2022 Development and Construction Fee Schedule and the 2022 Building Valuation Data Table effective January 1, 2022.

16. AB 5994: 2022 Comprehensive Plan and Development Code Amendment Docket

**Recommended Action:**

Approve Resolution No. 1615 adopting the final docket of comprehensive plan and development code amendments for 2022.

Or, alternatively,

Approve Resolution No. 1615 [as amended] adopting the final docket of comprehensive plan and development code amendments for 2022.

17. AB5985: Development Code Amendment ZTR19-004 Town Center Retail Requirements – Ordinance No. 21C-28 (Second Reading)

**Recommended Action:**

Move to remand Ordinance No. 21C-28 with proposed amendments back to the Planning Commission for a new public hearing and recommendation, which shall be presented to the City Council at a regular business meeting on or before March 15, 2022, during a third reading of this Ordinance.

**OTHER BUSINESS**

18. Planning Schedule

19. Councilmember Absences & Reports

**ADJOURNMENT**

## **RESOLUTION OF APPRECIATION FOR WAYNE STEWART’S SERVICE TO THE MERCER ISLAND COMMUNITY**

**WHEREAS**, Mercer Island Municipal Court Judge Wayne Stewart first joined the City of Mercer Island as a Legal Intern on June 9, 1982, and was promoted to Prosecutor on October 10, 1983, upon passing the Washington State Bar Exam; and

**WHEREAS**, Judge Stewart served in various roles over the course of his distinguished career with the City, including as the City’s Assistant Attorney, Civil, and Prosecuting Attorney as well as Interim Director of the Maintenance Department for a short period of time; and

**WHEREAS**, on February 2, 2004, the Mercer Island City Council created the Mercer Island Municipal Court per Ordinance No. 04C-01, and Judge Stewart was subsequently appointed Municipal Court Judge at its inception and has held the position for 17 years; and

**WHEREAS**, over the course of Judge Stewart’s 17-year tenure as Mercer Island Municipal Court Judge, he also served as Municipal Court Judge for the City of Newcastle; and

**WHEREAS**, Judge Stewart also served as the City Attorney for Beaux Arts and Yarrow Point; and

**WHEREAS**, Judge Stewart is highly regarded in the organization, bringing both humor and kindness to his position and considered his staff team as family.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mercer Island, on behalf of its residents, that the City Council commends Judge Wayne Stewart for his 39 years of distinguished public service to the Mercer Island community.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand this 7<sup>th</sup> day of December 2021 and caused the seal of the City of Mercer Island to be affixed.

\_\_\_\_\_  
Benson Wong, Mayor

ATTEST:

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

## RESOLUTION OF ACKNOWLEDGEMENT AND COMMENDATION FOR BENSON WONG'S SERVICE TO THE MERCER ISLAND COMMUNITY

**WHEREAS**, Benson Wong has served the citizens of Mercer Island with distinction in public office as a member of the Mercer Island City Council since January 2014, specifically as a Councilmember from 2014 to 2019 and Mayor from 2020 to present.

During Mayor Wong's two terms in office, the City Council has met 274 times, adopted 186 Ordinances and 132 Resolutions, and reviewed over 1,000 agenda bills on a wide variety of topics. These are a few highlights from Mayor Wong's tenure on the City Council:

- Served as Mayor during the Global COVID-19 Pandemic, including holding nearly all of the City Council meetings during his tenure virtually
- Established a full-time Sustainability Analyst and Sustainability Program
- Established a full-time Economic Development Coordinator
- Adoption of Code of Ethics for Officials
- Adoption of Transportation Impact Fees
- Adoption of Town Center Vision & Development and Design Standards
- Construction of Fire Station 92
- Adoption of Residential Development Standards and Tree Code Update
- Implementation of First/Last Mile Solutions – Lyft, Uber, and LimeBike Pilot Projects
- Implementation of Metro's Route 630
- Critical Areas Ordinance Update
- Code Compliance Program Update
- Adoption of the Solid Waste Contract with Recology
- Creation of the Parks & Recreation Commission
- Aubrey Davis Park Master Plan Adoption
- Purchase and Sale Agreement for the Tully's/BP ARCO Site
- Represented the City at the 20<sup>th</sup> anniversary of the sister city relationship between the City and Thonon les Bains, France

Mayor Wong has served as a City Council liaison for the:

- Sustainability Committee (2014-2021)
- MISD Superintendent's Equity Advisory Council (and its predecessor) (2018-2021)
- Boards & Commissions Committee (2018)
- Diversity & Inclusion Committee (2016-2018)
- Financial Challenges Public Engagement Ad Hoc Committee (2018)
- Community Services Board (2016-2018)
- YFS Healthy Youth Initiative (2018-2021)

- Public Safety Committee (2014-2017)
- Maintenance Department Audit Committee (2016)
- Capital Levy Committee (2016)
- Disability Board (2014-2015)
- Town Center Visioning Committee (2014-2015)
- MICA Committee (2014)
- KCLS-MI Library Remodel Committee (2014)

Regionally, Mayor Wong has served on the King County Regional Water Quality Committee (2016-2021), SCA Public Issues Committee (2016-2020), PSRC Transportation Policy Board (2016-2018), and as representative to ARCH (2017).

With his newfound freedom, Mayor Wong is sure to enjoy more time with his family, particularly his grandchildren.

Mayor Wong will be remembered for his unwavering dedication to ending discrimination and promoting diversity and inclusion, his joy in celebrating grassroots community efforts and events, and fulfilling his mayoral duties with passion and grace.

**BE IT RESOLVED** by the City Council of the City of Mercer Island, on behalf of its citizens, the City Council commends Benson Wong for his long-tenured and distinguished public service and extends its sincerest thanks and appreciation for his time and many significant contributions to Mercer Island over the past eight years.

**APPROVED** this 7th day of December 2021.

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Wendy Weiker  
Deputy Mayor

ATTEST:

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Andrea Larson  
City Clerk



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

**AB 5995  
December 7, 2021  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>  <b>RECOMMENDED ACTION:</b>	AB 5995: November 19, 2021 Payroll Certification in the amount of \$801,923.36	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
	Approve the November 19, 2021 Payroll Certification.	

<b>DEPARTMENT:</b>	Human Resources
<b>STAFF:</b>	Jessica Hong, Payroll Specialist
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. November 19, 2021 Payroll Certification
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

**SUMMARY**

This is an approval of the payroll certification for the City of Mercer Island for the period from October 30, 2021, through November 12, 2021 in the amount of \$801,923.36 (see Exhibit 1).

**BACKGROUND**

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

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

**PAYROLL INFORMATION**

Each payroll varies depending on several factors (i.e., number of employees, pay changes, leave cash outs, overtime, etc.) In addition to regular pay for employees, the November 19, 2021 payroll has variants that are outlined at the top of page 2:



**Additional payments:**

- \$10,470.32 in leave cash outs for active employee.
- \$6,496.93 in retro pay for current employees
- \$47,034.91 in overtime earnings (see chart for overtime hours by department).

**Overtime hours by department:**

<b>Department</b>	<b>Hours</b>
Administrative Services	
City Attorney's Office	
City Manager's Office	
Community Planning & Development	
Finance	
Fire	524.25
Municipal Court	
Police	46.25
Public Works	120.25
Youth & Family Services	
<b>Total Overtime Hours</b>	<b>690.75</b>

**RECOMMENDED ACTION**

Approve the November 19, 2021 Payroll Certification (Exhibit 1) in the amount of \$801,923.36 and authorize the Mayor to sign the certification on behalf of the entire City Council.

# CITY OF MERCER ISLAND PAYROLL CERTIFICATION

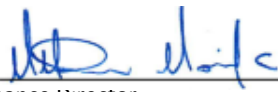
Item 3.

**PAYROLL PERIOD ENDING** **11.12.2021**  
**PAYROLL DATED** **11.19.2021**

Net Cash	\$	543,038.09
Net Voids/Manuals	\$	317.41
<b>Net Total</b>	<b>\$</b>	<b>543,355.50</b>
Federal Tax Deposit	\$	85,346.38
Social Security and Medicare Taxes	\$	43,049.41
Medicare Taxes Only (Fire Fighter Employees)	\$	2,480.28
State Tax (Oregon and Massachusetts)	\$	112.97
Family/Medical Leave Tax (Massachusetts)	\$	2.08
Public Employees' Retirement System (PERS Plan 2)	\$	23,495.79
Public Employees' Retirement System (PERS Plan 3)	\$	6,139.90
Public Employees' Retirement System (PERSJM)	\$	713.03
Public Safety Employees' Retirement System (PSERS)	\$	199.51
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	\$	27,269.36
Regence & LEOFF Trust Medical Insurance Deductions	\$	12,825.29
Domestic Partner Medical Insurance Deductions	\$	571.31
Kaiser Medical Insurance Deductions	\$	788.09
Health Care - Flexible Spending Account Contributions	\$	1,620.14
Dependent Care - Flexible Spending Account Contributions	\$	885.76
ICMA Roth IRA Contributions	\$	575.00
ICMA 457 Deferred Compensation Contributions	\$	27,400.11
Fire Nationwide 457 Deferred Compensation Contributions	\$	8,878.22
Fire Nationwide Roth IRA Contributions	\$	950.00
Child Support Wage Garnishment	\$	706.03
Mercer Island Employee Association Dues	\$	225.00
AFSCME Union Dues	\$	2,330.00
Police Union Dues	\$	2,496.23
Fire Union Dues	\$	2,096.08
Fire Union Supplemental Dues	\$	160.00
Standard - Supplemental Life Insurance	\$	360.25
Unum - Long Term Care Insurance	\$	605.80
AFLAC - Supplemental Insurance Plans	\$	388.71
Coffee Club Dues	\$	128.00
Transportation - Flexible Spending Account Contributions	\$	62.50
Fire HRA-VEBA Contributions	\$	5,704.97
Oregon Transit Tax and Oregon Benefit Tax	\$	1.66
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$</b>	<b>258,567.86</b>

<b>TOTAL GROSS PAYROLL</b>	<b>\$ 801,923.36</b>
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.

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

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

\_\_\_\_\_  
 Mayor Date

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	209626 - 209711	11/12/2021	\$557,788.06
			\$557,788.06

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0112577	00209702	SEATTLE PUBLIC UTILITIES	OCT 2021 SPU CHARGE FOR RETAIL	4,825.00
	00209693	Pacific Civil & Infrastructure	REFUND OVERPAY 0030001016	2,900.00
P0112542	00209663	H D FOWLER	INVENTORY PURCHASES	1,718.19
P0112539	00209645	CED INC	INVENTORY PURCHASES	1,063.57
	00209636	Barenborg, David	REFUND OVERPAY 00673560002	700.00
P0112373	00209663	H D FOWLER	INVENTORY PURCHASES	475.29
P0112603	00209662	GRAINGER	INVENTORY PURCHASES	333.64
P0112601	00209662	GRAINGER	INVENTORY PURCHASES	193.67
P0112541	00209661	FORESTRY SUPPLIERS INC	INVENTORY PURCHASES	82.50
P0112536	00209706	USABlueBook	INVENTORY PURCHASES	88.63
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00209685	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	225.00
<i>Org Key: CR1100 - Human Resources</i>				
P0112572	00209641	Cabot Dow Associates	HR Support for Bargaining	1,793.75
P0112573	00209672	Kelly, Linda	October HR Recruiting Support	1,175.00
<i>Org Key: CT1100 - Municipal Court</i>				
P0112559	00209655	DMCMA	DMCMA - 2022 membership fee	150.00
P0112602	00209677	LANGUAGE LINE SERVICES	Language Line - invoice #10376	16.86
	00209680	LUCERO, CHERYL	AMAZON NAMEPLATE 2 PLATE	11.44
<i>Org Key: DS1100 - Administration (DS)</i>				
P0112575	00209698	REID MIDDLETON INC	PEER REVIEW FOR 2011-2019	7,940.00
P0112535	00209710	WABO	ELECTRICAL INSPECTOR POSITION	50.00
P0112547	00209652	DATAQUEST LLC	New hire background check	41.50
<i>Org Key: DS1200 - Bldg Plan Review &amp; Inspection</i>				
P0112562	00209701	SAFEbuilt llc	SEPTEMBER PLAN REVIEW SERVICES	288.00
<i>Org Key: FN1100 - Administration (FN)</i>				
P0112558	00209708	VERIZON WIRELESS	CITY CELL PHONES, AC, OH, AM,	47.16
P0112558	00209708	VERIZON WIRELESS	CITY CELL PHONES, AC, OH, AM,	42.16
<i>Org Key: FN2100 - Data Processing</i>				
P0112561	00209704	SUPERION LLC	4TH QTR ONESOLUTION MAINT	12,331.62
P0112606	00209684	METROPRESORT	OCT 2021 E-SERVICE PORTAL ADMI	50.00
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0112612	00209659	FERGUSON ENTERPRISES LLC	SENSUS SOFTWARE FLEXNET SUPPOR	1,450.60
P0112606	00209684	METROPRESORT	OCT 2021 PRINTING & MAILING UT	71.24
P0112606	00209684	METROPRESORT	OCT 2021 PRINTING & MAILING UT	63.07
P0112558	00209708	VERIZON WIRELESS	CITY CELL PHONES, AC, OH, AM,	47.16
P0112558	00209708	VERIZON WIRELESS	CITY CELL PHONES, AC, OH, AM,	42.16
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0112612	00209659	FERGUSON ENTERPRISES LLC	SENSUS SOFTWARE FLEXNET SUPPOR	1,450.59
P0112606	00209684	METROPRESORT	OCT 2021 PRINTING & MAILING UT	71.24
P0112606	00209684	METROPRESORT	OCT 2021 PRINTING & MAILING UT	63.07
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0112606	00209684	METROPRESORT	OCT 2021 PRINTING & MAILING UT	71.24

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0112606	00209684	METROPRESORT	OCT 2021 PRINTING & MAILING UT	63.08
<i>Org Key: FR2100 - Fire Operations</i>				
P0112583	00209675	KROESENS UNIFORM COMPANY	Uniforms/Gaines	371.91
P0112585	00209632	AT&T MOBILITY	MDC Charges/Fire	279.53
P0112588	00209665	HEALTHFORCE PARTNERS INC	Respiratory Clearance	225.00
P0112589	00209648	COMCAST	Internet Charges/Fire	120.22
P0112590	00209648	COMCAST	Internet Charges/Fire	100.27
P0112587	00209708	VERIZON WIRELESS	Cell Charges/Fire	18.21
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0112584	00209629	AIRGAS USA LLC	Oxygen/Fire	9.86
<i>Org Key: GB0100 - City Hall Building Repairs</i>				
P0112231	00209631	Ankrom Moisan Architects Inc.	Architectural Design and Spac	6,480.50
<i>Org Key: GB0104 - Luther Burbank Admin Repairs</i>				
P0112427	00209631	Ankrom Moisan Architects Inc.	Architectural Design and Space	3,155.25
<i>Org Key: GE0101 - Fire Training Tools &amp; Equipme</i>				
P0112586	00209643	CASCADE FIRE EQUIPMENT	Turnouts for New Hire Hemke	5,538.03
<i>Org Key: GGM001 - General Government-Misc</i>				
P0112608	00209640	BRINKS INC	OCT 2021 ARMORED CAR TRANSPORT	718.53
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0112574	00209628	ADOCs	Copier Service Fees October 20	1,966.52
	00209649	COMPLETE OFFICE	OFFICE SUPPLIES - NOV 21 FOR O	460.72
	00209649	COMPLETE OFFICE	OFFICE SUPPLIES CCMV	264.98
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
P0112565	00209654	DEVENY, JAN P	LEOFF1 LTC Expenses	11,823.00
P0112565	00209654	DEVENY, JAN P	LEOFF1 LTC Expenses	11,430.00
P0112566	00209711	WALLACE, THOMAS	LEOFF1 LTC Expenses	6,000.00
P0112555	00209678	LOISEAU, LERI M	LEOFF1 Retiree Medical Expense	392.37
P0112568	00209669	JOHNSON, CURTIS	LEOFF1 Retiree Medical Expense	197.47
P0112556	00209639	BOOTH, GLENDON D	LEOFF1 Retiree Medical Expense	154.88
<i>Org Key: GGM150 - EOC - Port of Seattle Grant</i>				
P0112549	00209676	L+B Design	MINEXT BRANDING AND DESIGN (FI	4,400.00
P0112548	00209676	L+B Design	MINEXT BRANDING AND DESIGN (PA	3,300.00
<i>Org Key: GT0106 - Enterprise Resource Planning S</i>				
P0112647	00209637	BERRYDUNN	D02 BIWEEKLY STATUS UPDATES ON	300.00
<i>Org Key: GX9995 - Employee Benefits-General</i>				
P0112664	00209703	STATE OF OREGON	UNEMPLOYMENT BENEFIT FOR	377.33
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0112557	00209708	VERIZON WIRELESS	IGS LOANERS, WIFI & ON CALL FO	324.17
P0112469	00209644	CDW GOVERNMENT INC	10 Additonal Meraki MDM Licens	267.21
P0112666	00209681	MAGNAS LLC	LONG DISTANCE CALLING 103121	106.07
P0112558	00209708	VERIZON WIRELESS	CITY CELL PHONES, AC, OH, AM,	40.01
<i>Org Key: MT2100 - Roadway Maintenance</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0112496	00209709	WA ST DEPT OF TRANSPORTATION	PROJECT COSTS FOR JULY 2021, S	950.36
P0112592	00209673	KING COUNTY FINANCE	WHITE MASKING TAPE FOR SIGNS	532.86
P0112610	00209668	ISSAQUAH HONDA KUBOTA	CHAINSAW & CHAINS	495.38
P0112644	00209709	WA ST DEPT OF TRANSPORTATION	PROJECT COSTS FOR SEPTEMBER 20	223.96
P0112580	00209687	MI HARDWARE - ROW	MISC. HARDWARE FOR THE MONTH O	58.89
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P0112492	00209658	EXELTECH	LANDSCAPE DESIGN SERVICES ENDI	553.15
P0112611	00209668	ISSAQUAH HONDA KUBOTA	STI FS131RZ BRUSHCUTTER	484.43
P0112551	00209689	MI UTILITY BILLS	OCT 2021 PAYMENT OF UTILITY BI	275.42
<i>Org Key: MT2500 - ROW Administration</i>				
P0112582	00209666	HOME DEPOT CREDIT SERVICE	HEATER	220.13
	00209671	KELLEY, CHRIS M	CALLOUT STREET LIGHT	18.70
	00209667	HUYNH, JASON	CALL OUT SR 5888 DMGD ST LIGHT	17.92
<i>Org Key: MT3100 - Water Distribution</i>				
P0112541	00209661	FORESTRY SUPPLIERS INC	CHAPS, KEVLAR, ORANGE 32"	139.62
P0112579	00209688	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	40.31
<i>Org Key: MT3150 - Water Quality Event</i>				
P0112536	00209706	USABlueBook	OAKTON PH 150 PORTABLE METER	628.86
<i>Org Key: MT3300 - Water Associated Costs</i>				
P0112597	00209630	AMERICAN WATER WORKS ASSOC	PUBLIC WORKS REGISTRATION	2,269.00
	00209671	KELLEY, CHRIS M	CALLOUT WATER LEAK	18.70
<i>Org Key: MT3400 - Sewer Collection</i>				
P0112601	00209662	GRAINGER	RUBBER GLOVES (48)	157.49
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0111679	00209653	DATEC INC.	CF-33	369.02
P0112551	00209689	MI UTILITY BILLS	OCT 2021 PAYMENT OF UTILITY BI	41.93
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
	00209679	LOVELL, MARCUS	9611 SE 36th ST mileage	19.94
	00209682	MARTIN, ERIC	JOB CALL OUT	9.02
<i>Org Key: MT3800 - Storm Drainage</i>				
P0112534	00209663	H D FOWLER	12" POLY PIPE, CATCH BASIN, GR	3,637.62
P0112591	00209694	PACIFIC TOPSOIL INC.	DUMPING FEES	2,190.90
<i>Org Key: MT4101 - Support Services - General Fd</i>				
	00209649	COMPLETE OFFICE	OFFICE SUPPLIES - NOV 21	18.49
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0112595	00209646	CINTAS CORPORATION #460	2021 PW COVERALL SERVICE	1,673.28
P0112599	00209707	UTILITIES UNDERGROUND LOCATION	2021 UTILITY LOCATES	250.26
P0112600	00209650	CRYSTAL AND SIERRA SPRINGS	PW WATER DELIVERY	76.45
<i>Org Key: MT4200 - Building Services</i>				
P0112551	00209689	MI UTILITY BILLS	OCT 2021 PAYMENT OF UTILITY BI	708.14
P0112613	00209626	A R BROWN BACKFLOW TESTING	BACKFLOW TEST "4 OR MORE TESTS	704.00
P0112616	00209656	EASTSIDE EXTERMINATORS	BI-MONTHLY SVCS	271.21
P0112622	00209660	FIRE PROTECTION INC	MI FIRE ALARM LABOR 60 MIN	148.64

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT4300 - Fleet Services</i>				
P0112609	00209683	MERCER ISLAND CHEVRON	FUEL	1,552.86
P0112544	00209633	AUTONATION INC	FLEET PARTS	1,345.96
P0112596	00209690	NAPA AUTO PARTS	REPAIR PARTS	981.01
P0112544	00209633	AUTONATION INC	REPAIR FOR VEC. 508	550.21
<i>Org Key: MT4450 - Cust Resp - Clearing Acct</i>				
	00209671	KELLEY, CHRIS M	CALLOUT E LOCATE	18.71
<i>Org Key: MT4501 - Water Administration</i>				
P0112553	00209702	SEATTLE PUBLIC UTILITIES	SEPT 2021 WATER PURCHASE	301,567.97
<i>Org Key: MT6100 - Park Maintenance</i>				
P0112545	00209689	MI UTILITY BILLS	OCT 2021 PAYMENT OF UTILITY BI	1,673.50
P0112594	00209697	PLATT ELECTRIC	BATTERIES FOR SOLAR LIGHTS	467.93
P0112541	00209661	FORESTRY SUPPLIERS INC	CHAPS, KEVLAR, ORANGE 32"	139.61
P0112595	00209646	CINTAS CORPORATION #460	PARKS 2021 COVERALL SERVICE	58.72
P0112578	00209686	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	52.44
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
P0112545	00209689	MI UTILITY BILLS	OCT 2021 PAYMENT OF UTILITY BI	4,174.35
P0112546	00209696	PIONEER MANUFACTURING COMPANY	20) WHITE FIELD PAINT 5 GAL.	1,516.63
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
P0112545	00209689	MI UTILITY BILLS	OCT 2021 PAYMENT OF UTILITY BI	2,459.50
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0112545	00209689	MI UTILITY BILLS	OCT 2021 PAYMENT OF UTILITY BI	6,185.50
P0112640	00209705	UNITED SITE SERVICES	LID PARK BOAT LAUNCH RESTROOM	441.55
P0112641	00209705	UNITED SITE SERVICES	2200 W MERCER WAY RESTROOM MAI	348.79
P0112665	00209695	PAYBYPHONE TECHNOLOGIES INC	TRANSACTION FEE - MONTHLY MINI	250.00
P0112578	00209686	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	26.70
<i>Org Key: PA0109 - Aubrey Davis Park Trail Safety</i>				
P0112473	00209674	KPG	Aubrey Davis Park Trail Safety	1,155.00
<i>Org Key: PA0123 - Luther Burbank Minor Capital L</i>				
P0112350	00209627	Action Sports Design LLC	Upper Luther Burbank Park Bike	6,000.00
P0112563	00209651	DA HOGAN & ASSOCIATES INC	Luther Burbank Tennis Court	1,200.00
<i>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</i>				
P0112642	00209705	UNITED SITE SERVICES	PIONEER PARK RESTROOM	151.66
P0112643	00209705	UNITED SITE SERVICES	PIONEER PARK RESTROOM MAINT	151.66
<i>Org Key: PO1100 - Administration (PO)</i>				
P0112660	00209647	CITY OF LAKE FOREST PARK	CSPA Annual Dues 2021- Invoice	400.00
<i>Org Key: PO4100 - Firearms Training</i>				
P0112570	00209699	RENTON FISH & GAME CLUB INC	Renton range fees	75.00
<i>Org Key: PR1100 - Administration (PR)</i>				
P0112571	00209657	Emily Moon, Consultant	Recreation Reset Services Octo	6,900.00
<i>Org Key: PR2104 - Special Events</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0112582	00209666	HOME DEPOT CREDIT SERVICE	MISC. ELECTRICAL FITTINGS	94.44
<i>Org Key: PR4100 - Community Center</i>				
P0112615	00209656	EASTSIDE EXTERMINATORS	COMMERCIAL PEST SVCS RECURRING	265.91
P0112621	00209660	FIRE PROTECTION INC	MI FIRE ALARM LABOR - 60 MIN	179.46
P0112613	00209626	A R BROWN BACKFLOW TESTING	BACKFLOW TEST "4 OR MORE TESTS	176.00
P0112618	00209660	FIRE PROTECTION INC	MI FIRE ALARM LABOR	148.64
P0112608	00209640	BRINKS INC	OCT 2021 ARMORED CAR TRANSPORT	99.74
<i>Org Key: SU0113 - SCADA System Replacement-Sewer</i>				
P0112593	00209697	PLATT ELECTRIC	MISC. ELECTRICAL FITTINGS	398.15
P0112579	00209688	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	90.28
<i>Org Key: SW0100 - Sub Basin 42.1 &amp; 42.1a Waterco</i>				
P0106532	00209691	NATURAL SYSTEMS DESIGN	SUB BASIN 42 WATERCOURSE	1,826.57
<i>Org Key: WU0100 - Emergency Water System Repairs</i>				
P0111663	00209700	RH2 ENGINEERING INC	RESERVOIR PUMP-MOTOR	9,330.88
<i>Org Key: WU0101 - Booster Chlorination Station</i>				
P0108114	00209642	CAROLLO ENGINEERS INC	BOOSTER CHLORINATION SYSTEM	15,726.00
P0108114	00209642	CAROLLO ENGINEERS INC	BOOSTER CHLORINATION SYSTEM	10,004.50
<i>Org Key: WU0102 - SCADA System Replacement-Water</i>				
P0110385	00209635	BAINBRIDGE ISLAND ELECTRIC	21-01 SCADA WATER EQUIP REPLAC	4,204.00
<i>Org Key: WU0103 - Water Reservoir Improvements</i>				
P0111379	00209700	RH2 ENGINEERING INC	RESERVOIR IMPROVEMENTS ASSESSM	32,919.51
<i>Org Key: WU0110 - 82 Ave SE, N of SE 24 St Water</i>				
P0111071	00209693	Pacific Civil & Infrastructure	2021 WATER SYSTEM IMPROVEMENT	5,777.80
P0110827	00209638	BLUELINE GROUP	2021 WATER SYSTEM IMPROVEMENTS	2,993.67
<i>Org Key: WU0116 - RRA/ ERP Updates &amp; Water Syste</i>				
P0109465	00209642	CAROLLO ENGINEERS INC	Risk & Resilience Assessment (	12,685.84
<i>Org Key: WU0117 - Meter Replacement Implementati</i>				
P0102980	00209664	HDR ENGINEERING INC	WATER METER REPLACEMENT	2,944.48
<i>Org Key: YF1200 - Thrift Shop</i>				
P0112633	00209692	PACIFIC AIR CONTROL INC	3RD BI-MONTHLY BILLING OF 6: F	345.16
<i>Org Key: YF2600 - Family Assistance</i>				
P0112617	00209634	ESSEX PORTFOLIO L.P.	Utility Assistance for EA clie	1,596.22
P0109894	00209670	KC HOUSING AUTHORITY	Rental Assistance for Emergenc	173.00
Total				557,788.06



**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209626	11/12/2021	A R BROWN BACKFLOW TESTING BACKFLOW TEST "4 OR MORE TESTS	P0112613	1737	10/26/2021	880.00
00209627	11/12/2021	Action Sports Design LLC Upper Luther Burbank Park Bike	P0112350	ASD-21-023-01	10/29/2021	6,000.00
00209628	11/12/2021	ADOCS Copier Service Fees October 20	P0112574	AR13933	11/03/2021	1,966.52
00209629	11/12/2021	AIRGAS USA LLC Oxygen/Fire	P0112584	9118596238	10/12/2021	9.86
00209630	11/12/2021	AMERICAN WATER WORKS ASSOC PUBLIC WORKS REGISTRATION	P0112597	7001952090	08/25/2021	2,269.00
00209631	11/12/2021	Ankrom Moisan Architects Inc. Architectural Design and Spac	P0112427	83586	10/19/2021	9,635.75
00209632	11/12/2021	AT&T MOBILITY MDC Charges/Fire	P0112585	X10132021	10/13/2021	279.53
00209633	11/12/2021	AUTONATION INC REPAIR FOR VEC. 508	P0112544	170069/528110	10/25/2021	1,896.17
00209634	11/12/2021	ESSEX PORTFOLIO L.P. Utility Assistance for EA clie	P0112617	110821	11/08/2021	1,596.22
00209635	11/12/2021	BAINBRIDGE ISLAND ELECTRIC 21-01 SCADA WATER EQUIP REPLAC	P0110385	5	10/27/2021	4,204.00
00209636	11/12/2021	Barenborg, David REFUND OVERPAY 00673560002		110421	11/04/2021	700.00
00209637	11/12/2021	BERRYDUNN D02 BIWEEKLY STATUS UPDATES ON	P0112647	409596	11/09/2021	300.00
00209638	11/12/2021	BLUELINE GROUP 2021 WATER SYSTEM IMPROVEMENTS	P0110827	22209	10/08/2021	2,993.67
00209639	11/12/2021	BOOTH, GLENDON D LEOFF1 Retiree Medical Expense	P0112556	110221	11/02/2021	154.88
00209640	11/12/2021	BRINKS INC OCT 2021 ARMORED CAR TRANSPORT	P0112608	4377014	10/31/2021	818.27
00209641	11/12/2021	Cabot Dow Associates HR Support for Bargaining	P0112572	OCT2021	10/31/2021	1,793.75
00209642	11/12/2021	CAROLLO ENGINEERS INC BOOSTER CHLORINATION SYSTEM	P0109465	FB15780	10/13/2021	38,416.34
00209643	11/12/2021	CASCADE FIRE EQUIPMENT Turnouts for New Hire Hemke	P0112586	119701	10/15/2021	5,538.03
00209644	11/12/2021	CDW GOVERNMENT INC 10 Additonal Meraki MDM Licens	P0112469	M614018	10/23/2021	267.21
00209645	11/12/2021	CED INC INVENTORY PURCHASES	P0112539	709/810/351/296	09/16/2021	1,063.57
00209646	11/12/2021	CINTAS CORPORATION #460 2021 PW COVERALL SERVICE	P0112595	12701643-103121	10/31/2021	1,732.00
00209647	11/12/2021	CITY OF LAKE FOREST PARK CSPA Annual Dues 2021- Invoice	P0112660	2021-MERCERILD	10/01/2021	400.00
00209648	11/12/2021	COMCAST Internet Charges/Fire	P0112590	0024124-OCT17	10/17/2021	220.49
00209649	11/12/2021	COMPLETE OFFICE OFFICE SUPPLIES - NOV 21 FOR O		NOV2021	11/01/2021	744.19
00209650	11/12/2021	CRYSTAL AND SIERRA SPRINGS PW WATER DELIVERY	P0112600	14555831-103021	10/30/2021	76.45
00209651	11/12/2021	DA HOGAN & ASSOCIATES INC Luther Burbank Tennis Court	P0112563	21-7342	10/31/2021	1,200.00

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209652	11/12/2021	DATAQUEST LLC New hire background check	P0112547	16500	10/31/2021	41.50
00209653	11/12/2021	DATEC INC. CF-33	P0111679	35219	11/02/2021	369.02
00209654	11/12/2021	DEVENY, JAN P LEOFF1 LTC Expenses	P0112565	110221	11/02/2021	23,253.00
00209655	11/12/2021	DMCMA DMCMA - 2022 membership fee	P0112559	2022MEMBERSHIP	11/03/2021	150.00
00209656	11/12/2021	EASTSIDE EXTERMINATORS BI-MONTHLY SVCS	P0112615	589537	08/14/2021	537.12
00209657	11/12/2021	Emily Moon, Consultant Recreation Reset Services Octo	P0112571	8	09/30/2021	6,900.00
00209658	11/12/2021	EXELTECH LANDSCAPE DESIGN SERVICES ENDI	P0112492	2102-05	10/21/2021	553.15
00209659	11/12/2021	FERGUSON ENTERPRISES LLC SENSUS SOFTWARE FLEXNET SUPPOR	P0112612	1045819	11/02/2021	2,901.19
00209660	11/12/2021	FIRE PROTECTION INC MI FIRE ALARM LABOR 60 MIN	P0112621	65612	10/11/2021	476.74
00209661	11/12/2021	FORESTRY SUPPLIERS INC INVENTORY PURCHASES	P0112541	132618-00	10/26/2021	361.73
00209662	11/12/2021	GRAINGER INVENTORY PURCHASES	P0112601	199/490/207/864/	10/27/2021	684.80
00209663	11/12/2021	H D FOWLER INVENTORY PURCHASES	P0112373	I5908299/CR390 R	09/16/2021	5,831.10
00209664	11/12/2021	HDR ENGINEERING INC WATER METER REPLACEMENT PROGRA	P0102980	1200386430	11/04/2021	2,944.48
00209665	11/12/2021	HEALTHFORCE PARTNERS INC Respiratory Clearance	P0112588	20229	09/30/2021	225.00
00209666	11/12/2021	HOME DEPOT CREDIT SERVICE HEATER	P0112582	4274777	11/04/2021	314.57
00209667	11/12/2021	HUYNH, JASON CALL OUT SR 5888 DMGD ST LIGHT		100621	10/06/2021	17.92
00209668	11/12/2021	ISSAQUAH HONDA KUBOTA CHAINSAW & CHAINS	P0112611	703371	11/05/2021	979.81
00209669	11/12/2021	JOHNSON, CURTIS LEOFF1 Retiree Medical Expense	P0112568	110321	11/03/2021	197.47
00209670	11/12/2021	KC HOUSING AUTHORITY Rental Assistance for Emergenc	P0109894	110421	11/04/2021	173.00
00209671	11/12/2021	KELLEY, CHRIS M CALLOUT STREET LIGHT		101521	10/15/2021	56.11
00209672	11/12/2021	Kelly, Linda October HR Recruiting Support	P0112573	21002	11/01/2021	1,175.00
00209673	11/12/2021	KING COUNTY FINANCE WHITE MASKING TAPE FOR SIGNS	P0112592	2137319	10/29/2021	532.86
00209674	11/12/2021	KPG Aubrey Davis Park Trail Safety	P0112473	10-19221	11/01/2021	1,155.00
00209675	11/12/2021	KROESENS UNIFORM COMPANY Uniforms/Gaines	P0112583	65471	10/26/2021	371.91
00209676	11/12/2021	L+B Design MINEXT BRANDING AND DESIGN (PA	P0112549	006127	10/31/2021	7,700.00
00209677	11/12/2021	LANGUAGE LINE SERVICES Language Line - invoice #10376	P0112602	10376867	10/31/2021	16.86

**Accounts Payable Report by Check Number**


Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209678	11/12/2021	LOISEAU, LERI M LEOFF1 Retiree Medical Expense	P0112555	110221	11/02/2021	392.37
00209679	11/12/2021	LOVELL, MARCUS 9611 SE 36th ST mileage		102721	10/27/2021	19.94
00209680	11/12/2021	LUCERO, CHERYL AMAZON NAMEPLATE 2 PLATE		102121	10/21/2021	11.44
00209681	11/12/2021	MAGNAS LLC LONG DISTANCE CALLING 103121	P0112666	550510-103121	10/31/2021	106.07
00209682	11/12/2021	MARTIN, ERIC JOB CALL OUT		102221	10/22/2021	9.02
00209683	11/12/2021	MERCER ISLAND CHEVRON FUEL	P0112609	OCT2021	10/30/2021	1,552.86
00209684	11/12/2021	METROPRESORT OCT 2021 E-SERVICE PORTAL ADMI	P0112606	IN638490	11/05/2021	452.94
00209685	11/12/2021	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		110521	11/05/2021	225.00
00209686	11/12/2021	MI HARDWARE - MAINT MISC. HARDWARE FOR THE MONTH O	P0112578	560400-103121	10/31/2021	79.14
00209687	11/12/2021	MI HARDWARE - ROW MISC. HARDWARE FOR THE MONTH O	P0112580	560700-103121	10/31/2021	58.89
00209688	11/12/2021	MI HARDWARE - UTILITY MISC. HARDWARE FOR THE MONTH O	P0112579	560800-103121	10/31/2021	130.59
00209689	11/12/2021	MI UTILITY BILLS OCT 2021 PAYMENT OF UTILITY BI	P0112545	103121A	10/31/2021	15,518.34
00209690	11/12/2021	NAPA AUTO PARTS REPAIR PARTS	P0112596	16715156-103121	10/31/2021	981.01
00209691	11/12/2021	NATURAL SYSTEMS DESIGN SUB BASIN 42 WATERCOURSE	P0106532	2021-746	11/10/2021	1,826.57
00209692	11/12/2021	PACIFIC AIR CONTROL INC 3RD BI-MONTHLY BILLING OF 6: F	P0112633	43668	10/21/2021	345.16
00209693	11/12/2021	Pacific Civil & Infrastructure REFUND OVERPAY 0030001016	P0111071	PP#5	09/30/2021	8,677.80
00209694	11/12/2021	PACIFIC TOPSOIL INC. DUMPING FEES	P0112591	13387092621	11/04/2021	2,190.90
00209695	11/12/2021	PAYBYPHONE TECHNOLOGIES INC TRANSACTION FEE - MONTHLY MINI	P0112665	INVPBP-HQ-1188	10/31/2021	250.00
00209696	11/12/2021	PIONEER MANUFACTURING COMPANY 20) WHITE FIELD PAINT 5 GAL.	P0112546	INV815077	10/15/2021	1,516.63
00209697	11/12/2021	PLATT ELECTRIC BATTERIES FOR SOLAR LIGHTS	P0112593	2E07568Q	10/22/2021	866.08
00209698	11/12/2021	REID MIDDLETON INC PEER REVIEW FOR 2011-2019	P0112575	2104013	04/13/2021	7,940.00
00209699	11/12/2021	RENTON FISH & GAME CLUB INC Renton range fees	P0112570	100621	10/06/2021	75.00
00209700	11/12/2021	RH2 ENGINEERING INC RESERVOIR PUMP-MOTOR ASSESMENT	P0111379	83767	10/20/2021	42,250.39
00209701	11/12/2021	SAFEbuilt llc SEPTEMBER PLAN REVIEW SERVICES	P0112562	0081004-IN	09/30/2021	288.00
00209702	11/12/2021	SEATTLE PUBLIC UTILITIES OCT 2021 SPU CHARGE FOR RETAIL	P0112553	SEPT2021	09/30/2021	306,392.97
00209703	11/12/2021	STATE OF OREGON UNEMPLOYMENT BENEFIT FOR QUART	P0112664	1750103-5	09/30/2021	377.33

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209704	11/12/2021	SUPERION LLC 4TH QTR ONESOLUTION MAINT	P0112561	332667	10/05/2021	12,331.62
00209705	11/12/2021	UNITED SITE SERVICES LID PARK BOAT LAUNCH RESTROOM	P0112643	114-12110409	06/24/2021	1,093.66
00209706	11/12/2021	USABlueBook INVENTORY PURCHASES	P0112536	772578	10/27/2021	717.49
00209707	11/12/2021	UTILITIES UNDERGROUND LOCATION 2021 UTILITY LOCATES	P0112599	1100181	10/31/2021	250.26
00209708	11/12/2021	VERIZON WIRELESS CITY CELL PHONES, AC, OH, AM,	P0112587	9890037759	10/06/2021	561.03
00209709	11/12/2021	WA ST DEPT OF TRANSPORTATION PROJECT COSTS FOR JULY 2021, S	P0112644	RE41GMB1110R016	10/19/2021	1,174.32
00209710	11/12/2021	WABO ELECTRICAL INSPECTOR POSITION	P0112535	41741	10/27/2021	50.00
00209711	11/12/2021	WALLACE, THOMAS LEOFF1 LTC Expenses	P0112566	110221	11/02/2021	6,000.00
					Total	557,788.06

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	209712-209790	11/19/2021	\$321,933.24
			\$321,933.24

## Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00209764	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	225.00
<i>Org Key: 814076 - City &amp; Counties Local 21M</i>				
	00209788	WSCCCE AFSCME AFL-CIO	PAYROLL EARLY WARRANTS	2,330.00
<i>Org Key: 814077 - Police Association</i>				
	00209771	POLICE ASSOCIATION	PAYROLL EARLY WARRANTS	2,496.23
<i>Org Key: DS0000 - Development Services-Revenue</i>				
	00209789	WSDOT	canceled shl21-010	2,251.45
	00209776	SCHULTZ MILLER LLC	REFUND OVERPAY DEV21-014	1,452.00
	00209753	EASTSIDE TREE WORKS	refund overpay 2110-153	145.00
<i>Org Key: DS1300 - Land Use Planning Svc</i>				
P0112634	00209756	Galt, John	HEX SERVICES FOR APL21-006	2,241.25
<i>Org Key: FR1100 - Administration (FR)</i>				
	00209736	CENTURYLINK	FIRE STATION 92	1,547.57
P0112674	00209780	SYSTEMS DESIGN WEST LLC	Transport Fees - 09/2021	1,045.64
P0112671	00209751	CULLIGAN SEATTLE WA	Water Service/Fire	213.69
	00209742	CENTURYLINK	MAIN FIRE STATION	192.98
<i>Org Key: FR2400 - Fire Suppression</i>				
P0112673	00209762	LN CURTIS & SONS	Hydrant Wrenches (4)	310.96
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0112672	00209713	AIRGAS USA LLC	Oxygen/Fire	14.80
P0112672	00209713	AIRGAS USA LLC	Oxygen/Fire	9.08
<i>Org Key: GGM001 - General Government-Misc</i>				
P0111123	00209782	TRANSCO GROUP USA INC	ADA TRANSITION PLAN	116,323.79
P0111123	00209782	TRANSCO GROUP USA INC	ADA TRANSITION PLAN	60,609.73
P0112676	00209773	POT O' GOLD INC	WATER COOLER	27.53
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0112675	00209774	RICOH USA INC (FIRE)	Copier Rental/Fire	278.77
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
P0112680	00209752	DEEDS, EDWARD G	LEOFF1 Retiree Medical Expense	280.34
P0112679	00209712	ADAMS, RONALD E	LEOFF1 Retiree Medical Expense	179.38
P0112681	00209754	ELSOE, RONALD	LEOFF1 Retiree Medical Expense	137.12
P0112678	00209758	HAGSTROM, CRAIG	LEOFF1 Retiree Medical Expense	111.18
P0112677	00209775	RUCKER, MANORD J	LEOFF1 Retiree Medical Expense	82.51
<i>Org Key: IS2100 - IGS Network Administration</i>				
	00209737	CENTURYLINK	COMMUNITY CNTR BACKUP	676.94
	00209735	CENTURYLINK	PRI SPAN	648.99
	00209745	CENTURYLINK	TRUNKS & BILLING PRI	580.80
	00209728	CENTURYLINK	FIRE STAT 92	200.35
	00209746	CENTURYLINK	FIRE STATION 92	131.96
	00209720	CENTURYLINK	COMMUNITY CENTER	123.20
	00209741	CENTURYLINK	PUBLIC WORKS RADIO	96.05
	00209729	CENTURYLINK	FIRE STATION 92 FIRE ALARM	77.38

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00209744	CENTURYLINK	OPX	72.40
	00209732	CENTURYLINK	MAINT 911 BACKUP	70.37
	00209734	CENTURYLINK	FIRE.BURGLAR ALARM	67.38
	00209726	CENTURYLINK	LUTHER BURBANK 911 BACKUP LINE	66.73
	00209747	CENTURYLINK	THRIFT SHOP 911	66.73
	00209722	CENTURYLINK	FIRE/BURGLAR ALARM	60.38
	00209730	CENTURYLINK	FIRE/BURGLAR ALARM	60.38
<b>Org Key: MT3200 - Water Pumps</b>				
	00209721	CENTURYLINK	MAIN FIRE STATION	59.74
	00209723	CENTURYLINK	SOUTH END FIRE STATION	59.74
	00209725	CENTURYLINK	MAIN WATER RESERVOIR	59.74
	00209748	CENTURYLINK	BOOSTER PUMP STATION	59.74
<b>Org Key: MT3500 - Sewer Pumps</b>				
	00209740	CENTURYLINK	UTILITIES DEPT	212.40
	00209738	CENTURYLINK	UTILITIES DEPARTMENT	168.64
	00209739	CENTURYLINK	UTILITIES DEPT	124.45
<b>Org Key: MT3800 - Storm Drainage</b>				
P0112627	00209766	NARWHAL MET LLC	MONTHLY WEATHER SVCS NOV 2021	800.00
<b>Org Key: MT4200 - Building Services</b>				
P0112631	00209768	PACIFIC AIR CONTROL INC	MI CITY HALL WO # 28071	3,582.65
P0112619	00209755	FIRE PROTECTION INC	FIRE ALARM MONITORING - QUARTE	259.52
<b>Org Key: MT4501 - Water Administration</b>				
	00209733	CENTURYLINK	RESERVOIR FIRE	63.11
<b>Org Key: MT6100 - Park Maintenance</b>				
P0112638	00209769	PACIFIC PLANTS INC	PLANTS FOR MEDIAN ISLAND	2,896.18
P0112637	00209769	PACIFIC PLANTS INC	THYMUS SERP 4" POTS	2,169.63
<b>Org Key: MT6200 - Athletic Field Maintenance</b>				
	00209727	CENTURYLINK	BATTING CAGE DSL	84.36
<b>Org Key: MT6500 - Luther Burbank Park Maint</b>				
P0112636	00209768	PACIFIC AIR CONTROL INC	MERCER ISLAND LUTHER BURBANK &	3,791.15
P0112619	00209755	FIRE PROTECTION INC	FIRE ALARM MONITORING - QUARTE	389.31
	00209724	CENTURYLINK	LUTHER BURBANK PARK	127.87
<b>Org Key: PO1100 - Administration (PO)</b>				
P0112656	00209714	AT&T MOBILITY	Cellular Phone Service - Octob	794.64
<b>Org Key: PO1350 - Police Emergency Management</b>				
P0112654	00209763	MERCER ISLAND GUILD OF	EMAC Ad - Mercer Island Direct	450.00
<b>Org Key: PO1700 - Records and Property</b>				
P0112653	00209785	WASHINGTON STATE PATROL	CPL Backgrounds - Invoice #	60.75
<b>Org Key: PO1900 - Jail/Home Monitoring</b>				
P0112649	00209759	ISSAQUAH JAIL, CITY OF	Issaquah Housing Fees closing	3,410.00
<b>Org Key: PO2100 - Patrol Division</b>				
P0112652	00209761	KROESENS UNIFORM COMPANY	Uniforms and Uniform Supplies	1,742.83

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0112652	00209761	KROESENS UNIFORM COMPANY	Uniforms and Uniform Supplies	1,216.49
P0112687	00209715	AXON ENTERPRISE INC	Axon Data Migration devices	752.46
P0112655	00209790	ZEE MEDICAL	Medical Supplies - Medical Cab	169.44
P0112686	00209784	Washington Bio Services Inc.	Patrol car biohazard clean	165.15
P0112652	00209761	KROESENS UNIFORM COMPANY	Uniforms and Uniform Supplies	58.30
	00209767	ORMSBY, ANNA	car seat tech recert	55.00
<i>Org Key: PO2200 - Marine Patrol</i>				
P0112658	00209761	KROESENS UNIFORM COMPANY	Uniform Supplies - Invoices: 6	1,733.96
P0112658	00209761	KROESENS UNIFORM COMPANY	Uniform Supplies - Invoices: 6	1,733.96
P0112658	00209761	KROESENS UNIFORM COMPANY	Uniform Supplies - Invoices: 6	259.53
P0112648	00209765	MI HARDWARE - POLICE	MP Supplies - Invoice(s): 1440	51.11
P0112658	00209761	KROESENS UNIFORM COMPANY	Uniform Supplies - Invoices: 6	21.91
P0112658	00209761	KROESENS UNIFORM COMPANY	Uniform Supplies - Invoices: 6	10.95
<i>Org Key: PO3100 - Investigation Division</i>				
P0112659	00209719	CALIBRE PRESS	Training - Detective Jira and	718.00
P0112651	00209781	THOMSON REUTERS - WEST	West Investigative Services -	465.05
<i>Org Key: PO4300 - Police Training</i>				
P0112650	00209783	UNDERWATER SPORTS INC	Initial Dive Training - Invoic	1,091.48
<i>Org Key: PR1100 - Administration (PR)</i>				
P0112663	00209718	BUTLER / B & E	2021 Northwest Event Show Boot	1,800.00
<i>Org Key: PR2104 - Special Events</i>				
P0112662	00209786	WHEELHOUSE PROMOTIONS & EVENTS	Holiday Light-Up Necklace with	3,208.89
P0112661	00209772	POPUP STORYWALK	MERCERDALE PARK POPUP STORY	800.00
<i>Org Key: PR4100 - Community Center</i>				
P0112632	00209768	PACIFIC AIR CONTROL INC	MI COMMUNITY EVENTS WO# 28906	2,253.31
P0112619	00209755	FIRE PROTECTION INC	FIRE ALARM MONITORING - QUARTE	908.30
P0112623	00209755	FIRE PROTECTION INC	KITCHEN HOOD INSPECTION	825.75
	00209731	CENTURYLINK	COMMUNITY CENTER 911 DLINE	60.38
<i>Org Key: SP0100 - Residential Street Resurfacing</i>				
P0111764	00209717	BLUE MOUNTAIN	STREET RELATED UTILITY IMPROVE	8,304.54
P0111764	00209717	BLUE MOUNTAIN	STREET RELATED UTILITY IMPROVE	5,263.54
P0112614	00209749	CM DESIGN GROUP	PROJECT MGMT, GEOTECH ANALYSIS	812.02
<i>Org Key: SP0102 - East Mercer Way Overlay (SE 53)</i>				
P0111764	00209717	BLUE MOUNTAIN	STREET RELATED UTILITY IMPROVE	6,181.14
P0112614	00209749	CM DESIGN GROUP	PROJECT MGMT, GEOTECH ANALYSIS	1,541.66
P0111764	00209717	BLUE MOUNTAIN	STREET RELATED UTILITY IMPROVE	849.91
<i>Org Key: SP0126 - EMW Landslide Repair</i>				
P0112614	00209749	CM DESIGN GROUP	PROJECT MGMT, GEOTECH ANALYSIS	2,546.26
<i>Org Key: SU0108 - Comprehensive Pipeline R&amp;R Pro</i>				
P0112365	00209778	Staheli Trenchless Consultants	21-30 Basin 40 Sewer	55,077.50
<i>Org Key: YF1200 - Thrift Shop</i>				
P0112619	00209755	FIRE PROTECTION INC	FIRE ALARM MONITORING - QUARTE	259.52
	00209743	CENTURYLINK	THRIFT SHOP ALARMS	205.74



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: YF2500 - Family Counseling</i>				
P0112694	00209787	WOOD, JULIE D	Clinical consultation	850.00
<i>Org Key: YF2600 - Family Assistance</i>				
P0112691	00209770	PEBBLE @ MIPC, THE	Preschool scholarship for EA c	1,659.00
P0112692	00209770	PEBBLE @ MIPC, THE	Preschool scholarship for EA c	787.50
P0112688	00209757	HADLEY APARTMENTS	Rental assistance for EA clien	633.00
P0112693	00209750	CREATIVE LEARNING CENTER	Preschool scholarship for EA c	546.00
P0112690	00209779	SUNNYBEAM SCHOOL	Preschool scholarship for EA c	370.00
P0112689	00209716	BELLTOWN LLC	Rental assistance for EA clien	340.00
P0109894	00209760	KC HOUSING AUTHORITY	Rental Assistance for Emergenc	238.00
P0109895	00209777	SHOREWOOD #14885	Rental assistance for Emergenc	236.00
Total				321,933.24

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209712	11/19/2021	ADAMS, RONALD E LEOFF1 Retiree Medical Expense	P0112679	111521	11/15/2021	179.38
00209713	11/19/2021	AIRGAS USA LLC Oxygen/Fire	P0112672	9984032689	11/30/2021	23.88
00209714	11/19/2021	AT&T MOBILITY Cellular Phone Service - Octob	P0112656	75486X10192021	10/19/2021	794.64
00209715	11/19/2021	AXON ENTERPRISE INC Axon Data Migration devices	P0112687	SI-214834	10/31/2021	752.46
00209716	11/19/2021	BELLTOWN LLC Rental assistance for EA clien	P0112689	111521	11/15/2021	340.00
00209717	11/19/2021	BLUE MOUNTAIN STREET RELATED UTILITY IMPROVE	P0111764	PP#3	11/01/2021	20,599.13
00209718	11/19/2021	BUTLER / B & E 2021 Northwest Event Show Boot	P0112663	9187BE	10/29/2021	1,800.00
00209719	11/19/2021	CALIBRE PRESS Training - Detective Jira and	P0112659	2141161	09/01/2021	718.00
00209720	11/19/2021	CENTURYLINK COMMUNITY CENTER		0994-NOV21	10/20/2021	123.20
00209721	11/19/2021	CENTURYLINK MAIN FIRE STATION		4129-NOV21	10/20/2021	59.74
00209722	11/19/2021	CENTURYLINK FIRE/BURGLAR ALARM		1230-NOV21	10/20/2021	60.38
00209723	11/19/2021	CENTURYLINK SOUTH END FIRE STATION		4130-NOV21	10/20/2021	59.74
00209724	11/19/2021	CENTURYLINK LUTHER BURBANK PARK		1366-NOV21	10/20/2021	127.87
00209725	11/19/2021	CENTURYLINK MAIN WATER RESERVOIR		4212-NOV21	10/20/2021	59.74
00209726	11/19/2021	CENTURYLINK LUTHER BURBANK 911 BACKUP LINE		2017-NOV21	10/20/2021	66.73
00209727	11/19/2021	CENTURYLINK BATTING CAGE DSL		0689-NOV21	10/20/2021	84.36
00209728	11/19/2021	CENTURYLINK FIRE STAT 92		2782-NOV21	10/20/2021	200.35
00209729	11/19/2021	CENTURYLINK FIRE STATION 92 FIRE ALARM		2988-NOV21	10/20/2021	77.38
00209730	11/19/2021	CENTURYLINK FIRE/BURGLAR ALARM		3500-NOV21	10/20/2021	60.38
00209731	11/19/2021	CENTURYLINK COMMUNITY CENTER 911 DLINE		8035-NOV21	10/20/2021	60.38
00209732	11/19/2021	CENTURYLINK MAINT 911 BACKUP		8350-NOV21	10/20/2021	70.37
00209733	11/19/2021	CENTURYLINK RESERVOIR FIRE		8462-NOV21	10/20/2021	63.11
00209734	11/19/2021	CENTURYLINK FIRE.BURGLAR ALARM		9598-NOV21	10/20/2021	67.38
00209735	11/19/2021	CENTURYLINK PRI SPAN		2071-NOV21	10/20/2021	648.99
00209736	11/19/2021	CENTURYLINK FIRE STATION 92		8993-NOV21	10/20/2021	1,547.57
00209737	11/19/2021	CENTURYLINK COMMUNITY CNTR BACKUP		5359-NOV21	10/20/2021	676.94

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209738	11/19/2021	CENTURYLINK UTILITIES DEPARTMENT		6988-NOV21	10/20/2021	168.64
00209739	11/19/2021	CENTURYLINK UTILITIES DEPT		6989-NOV21	10/20/2021	124.45
00209740	11/19/2021	CENTURYLINK UTILITIES DEPT		6987-NOV21	10/20/2021	212.40
00209741	11/19/2021	CENTURYLINK PUBLIC WORKS RADIO		6646-NOV21	10/20/2021	96.05
00209742	11/19/2021	CENTURYLINK MAIN FIRE STATION		0834-NOV21	10/20/2021	192.98
00209743	11/19/2021	CENTURYLINK THRIFT SHOP ALARMS		4207-NOV21	10/20/2021	205.74
00209744	11/19/2021	CENTURYLINK OPX		3249-NOV21	10/20/2021	72.40
00209745	11/19/2021	CENTURYLINK TRUNKS & BILLING PRI		3600-NOV21	10/20/2021	580.80
00209746	11/19/2021	CENTURYLINK FIRE STATION 92		6081-NOV21	10/20/2021	131.96
00209747	11/19/2021	CENTURYLINK THRIFT SHOP 911		0818-NOV21	10/20/2021	66.73
00209748	11/19/2021	CENTURYLINK BOOSTER PUMP STATION		9073-NOV21	10/20/2021	59.74
00209749	11/19/2021	CM DESIGN GROUP PROJECT MGMT, GEOTECH ANALYSIS	P0112614	21031	07/27/2021	4,899.94
00209750	11/19/2021	CREATIVE LEARNING CENTER Preschool scholarship for EA c	P0112693	9107	11/20/2021	546.00
00209751	11/19/2021	CULLIGAN SEATTLE WA Water Service/Fire	P0112671	202111672721	10/31/2021	213.69
00209752	11/19/2021	DEEDS, EDWARD G LEOFF1 Retiree Medical Expense	P0112680	111521	11/15/2021	280.34
00209753	11/19/2021	EASTSIDE TREE WORKS refund overpay 2110-153		2110-153	11/05/2021	145.00
00209754	11/19/2021	ELSOE, RONALD LEOFF1 Retiree Medical Expense	P0112681	111521	11/15/2021	137.12
00209755	11/19/2021	FIRE PROTECTION INC FIRE ALARM MONITORING - QUARTE	P0112619	65322	10/01/2021	2,642.40
00209756	11/19/2021	Galt, John HEX SERVICES FOR APL21-006	P0112634	3210	11/09/2021	2,241.25
00209757	11/19/2021	HADLEY APARTMENTS Rental assistance for EA clien	P0112688	111521	11/15/2021	633.00
00209758	11/19/2021	HAGSTROM, CRAIG LEOFF1 Retiree Medical Expense	P0112678	111521	11/15/2021	111.18
00209759	11/19/2021	ISSAQUAH JAIL, CITY OF Issaquah Housing Fees closing	P0112649	21000382	11/03/2021	3,410.00
00209760	11/19/2021	KC HOUSING AUTHORITY Rental Assistance for Emergenc	P0109894	111021	11/10/2021	238.00
00209761	11/19/2021	KROESENS UNIFORM COMPANY Uniforms and Uniform Supplies	P0112658	65632	11/09/2021	6,777.93
00209762	11/19/2021	LN CURTIS & SONS Hydrant Wrenches (4)	P0112673	INV538739	10/28/2021	310.96
00209763	11/19/2021	MERCER ISLAND GUILD OF EMAC Ad - Mercer Island Direct	P0112654	15207	10/17/2021	450.00

**Accounts Payable Report by Check Number**

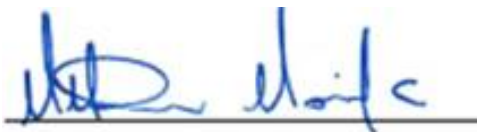
Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209764	11/19/2021	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		111921	11/19/2021	225.00
00209765	11/19/2021	MI HARDWARE - POLICE MP Supplies - Invoice(s): 1440	P0112648	144034/036/082	10/31/2021	51.11
00209766	11/19/2021	NARWHAL MET LLC MONTHLY WEATHER SVCS NOV 2021	P0112627	2021-19204	10/28/2021	800.00
00209767	11/19/2021	ORMSBY, ANNA car seat tech recert		032421	03/24/2021	55.00
00209768	11/19/2021	PACIFIC AIR CONTROL INC MI CITY HALL WO # 28071	P0112632	43649	10/22/2021	9,627.11
00209769	11/19/2021	PACIFIC PLANTS INC THYMUS SERP 4" POTS	P0112638	94246	10/28/2021	5,065.81
00209770	11/19/2021	PEBBLE @ MIPC, THE Preschool scholarship for EA c	P0112692	110121A	11/01/2021	2,446.50
00209771	11/19/2021	POLICE ASSOCIATION PAYROLL EARLY WARRANTS		111921	11/19/2021	2,496.23
00209772	11/19/2021	POPOP STORYWALK MERCERDALE PARK POPUP STORY	P0112661	1054	10/26/2021	800.00
00209773	11/19/2021	POT O' GOLD INC WATER COOLER	P0112676	0327604	11/12/2021	27.53
00209774	11/19/2021	RICOH USA INC (FIRE) Copier Rental/Fire	P0112675	105535065	10/22/2021	278.77
00209775	11/19/2021	RUCKER, MANORD J LEOFF1 Retiree Medical Expense	P0112677	111521	11/15/2021	82.51
00209776	11/19/2021	SCHULTZ MILLER LLC REFUND OVERPAY DEV21-014		110521	11/05/2021	1,452.00
00209777	11/19/2021	SHOREWOOD #14885 Rental assistance for Emergenc	P0109895	111621	11/16/2021	236.00
00209778	11/19/2021	Staheli Trenchless Consultants 21-30 Basin 40 Sewer	P0112365	21-219	11/03/2021	55,077.50
00209779	11/19/2021	SUNNYBEAM SCHOOL Preschool scholarship for EA c	P0112690	2574	11/01/2021	370.00
00209780	11/19/2021	SYSTEMS DESIGN WEST LLC Transport Fees - 09/2021	P0112674	20212156	10/31/2021	1,045.64
00209781	11/19/2021	THOMSON REUTERS - WEST West Investigative Services -	P0112651	845287426	11/01/2021	465.05
00209782	11/19/2021	TRANSPO GROUP USA INC ADA TRANSITION PLAN	P0111123	27075	11/04/2021	176,933.52
00209783	11/19/2021	UNDERWATER SPORTS INC Initial Dive Training - Invoic	P0112650	269480	11/01/2021	1,091.48
00209784	11/19/2021	Washington Bio Services Inc. Patrol car biohazard clean	P0112686	1120	11/12/2021	165.15
00209785	11/19/2021	WASHINGTON STATE PATROL CPL Backgrounds - Invoice #	P0112653	I22002078	11/02/2021	60.75
00209786	11/19/2021	WHEELHOUSE PROMOTIONS & EVENTS Holiday Light-Up Necklace with	P0112662	1064	10/20/2021	3,208.89
00209787	11/19/2021	WOOD, JULIE D Clinical consultation	P0112694	111021	11/10/2021	850.00
00209788	11/19/2021	WSCCCE AFSCME AFL-CIO PAYROLL EARLY WARRANTS		111921	11/19/2021	2,330.00
00209789	11/19/2021	WSDOT canceled shl21-010		SHL21-010	11/05/2021	2,251.45

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209790	11/19/2021	ZEE MEDICAL Medical Supplies - Medical Cab	P0112655	68424829	10/05/2021	169.44
Total						<u>321,933.24</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	209791-209905	11/26/2021	\$659,308.19
			\$659,308.19

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0112715	00209826	H D FOWLER	INVENTORY PURCHASES	3,062.17
	00209844	Kinney, George	REFUND OVERPAY 00309780001	1,147.55
	00209867	ORDNDORFF, CHRISTOPHER	REFUND OVERPAY 00309531404	660.16
	00209834	HOK YAN KONG	REFUND OVERPAY 00888030004	500.00
P0112630	00209823	GRAINGER	INVENTORY PURCHASES	513.76
	00209860	MILLS, MARIAN	REFUND OVERPAY 006266980	458.53
P0112620	00209805	CESSCO INC	INVENTORY PURCHASES	450.89
P0112700	00209905	ZEP SALES & SERVICE	INVENTORY PURCHASES	440.18
P0112667	00209791	A.M. LEONARD INC	INVENTORY PURCHASES	233.37
	00209803	CALDWELL, STEVE	REFUND OVERPAY 00570652001	159.00
	00209870	PATRIE, MARK	REFUND OVERPAY 00640038001	122.42
	00209819	EVENS, CARINA AND BRAD	REFUND OVERPAY 00309861502	80.10
	00209885	STEINHAUER, CHARLENE	REFUND OVERPAY 00519000101	69.46
P0112717	00209826	H D FOWLER	INVENTORY PURCHASES	67.90
P0112728	00209826	H D FOWLER	INVENTORY PURCHASES	67.86
P0112624	00209826	H D FOWLER	INVENTORY PURCHASES	50.16
P0112669	00209835	HOME DEPOT CREDIT SERVICE	INVENTORY PURCHASES	29.60
P0112716	00209826	H D FOWLER	INVENTORY PURCHASES	27.16
<i>Org Key: AS1100 - Administrative Services</i>				
P0112753	00209894	VERIZON WIRELESS	VERIZON SEP 24-OCT 23 ANGIE/ A	87.17
<i>Org Key: CA1100 - Administration (CA)</i>				
P0112734	00209853	Madrona Law Group, PPLC	Invoice #11017 Professional	29,356.00
P0112735	00209865	OGDEN MURPHY WALLACE PLLC	Invoice #855383 Professional	3,030.00
P0112731	00209849	LIGHTHOUSE LAW GROUP PLLC	Invoice #20542 Professional	2,957.50
P0112733	00209841	KEATING BUCKLIN & MCCORMACK	Invoice #16759 Professional	2,948.80
P0112738	00209889	THOMSON REUTERS - WEST	Invoice #: 845182018 Legal	807.04
P0112734	00209853	Madrona Law Group, PPLC	Invoice #11018 Professional	780.00
P0112740	00209877	RELX INC DBA LEXISNEXIS	Invoice #3093528608 Legal	349.02
P0112739	00209856	MARTEN LAW	Invoice #44092141 Professional	47.50
<i>Org Key: CA1150 - Attorney-Litigation</i>				
P0112736	00209857	McNaul Ebel Nawrot	Invoice #101761 Professional	76,903.77
P0112734	00209853	Madrona Law Group, PPLC	Invoice #11019 Professional	10,885.49
<i>Org Key: CA1200 - Prosecution &amp; Criminal Mngmnt</i>				
P0112741	00209861	MOBERLY AND ROBERTS	Invoice #996 Professional Serv	7,095.46
P0112732	00209836	HONEYWELL, MATTHEW V	Invoice #1243 Professional Ser	850.00
P0112732	00209836	HONEYWELL, MATTHEW V	Invoice #1242 Professional Ser	600.00
P0112521	00209836	HONEYWELL, MATTHEW V	Invoice #1241 - 10/26/2021	400.00
P0112521	00209836	HONEYWELL, MATTHEW V	Invoice #1239 - 10/20/2021	300.00
<i>Org Key: CM1200 - City Clerk</i>				
P0112708	00209863	MUNICODE	Webpage Updates City Code INV	2,535.19
P0112737	00209882	SOUND PUBLISHING INC	Ntc. 2617205 Ord 21C-21 10/27	59.89
P0112737	00209882	SOUND PUBLISHING INC	Ntc. 2617207 Ord. 21C-24 10/27	59.89
<i>Org Key: CO6100 - City Council</i>				
P0112707	00209811	DANIEL, KAMARIA	MITV 11/1 Council Meeting	390.00
P0112707	00209811	DANIEL, KAMARIA	MITV 10/19 Council Meeting	330.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0112707	00209811	DANIEL, KAMARIA	MITV 10/5 Council Meeting	300.00
P0112707	00209811	DANIEL, KAMARIA	MITV 11/9 Council Meeting	240.00
P0112707	00209811	DANIEL, KAMARIA	Transportation	160.00
<i>Org Key: CR1100 - Human Resources</i>				
P0112705	00209886	Stephanie Brown	HR Bargaining Professional (in	1,146.25
<i>Org Key: CT1100 - Municipal Court</i>				
P0112683	00209838	INTERCOM LANGUAGE SERVICES INC	Intercom invoice #21-560	292.50
P0112682	00209825	Gregory, Jeff	Judge Pro Tem 11/9/21 4 hrs	200.00
<i>Org Key: DS0000 - Development Services-Revenue</i>				
	00209880	SEABORN PILE DRIVING CO	OVERPAYEMENT SHL21-012	7,174.55
	00209880	SEABORN PILE DRIVING CO	OVERPAYEMENT SHL21-026	6,775.16
	00209880	SEABORN PILE DRIVING CO	OVERPAYMENT SEP21-004	3,340.52
	00209880	SEABORN PILE DRIVING CO	OVERPAYMENT SEP221-019	3,231.60
	00209880	SEABORN PILE DRIVING CO	OVERPAYMENT SEP21-007	3,158.99
	00209808	CONVERSE, PATRICK	OVERPAYMENT DSR21-010	2,977.44
	00209812	DEAL, STAN	SEP21-12	2,832.21
	00209846	Lakeside Construction	OVERPAYMENT SHL21-004	2,432.99
	00209855	MARINE RESTORATION	OVERPAYMENT SGL21-024	1,924.69
	00209846	Lakeside Construction	OVERPAYMENT SHL21-017	1,597.92
	00209876	REDMOND BUILDERS LLC	OVERPAYMENT DEV21-005	1,234.15
	00209829	Harper, Tyson	REFUND OVERPAY DEV21-007	1,161.34
	00209884	Stanley A Deal Trust	PERMIT REFUND #SHL21-012	1,089.59
	00209810	COURT V LORENZINI	OVERPAYMENT DEV21-002	1,088.92
	00209876	REDMOND BUILDERS LLC	OVERPAYMENT ADU21-005	979.98
	00209798	BARCELO HOMES	OVERPAYMENT APL21-005	943.69
<i>Org Key: DS1100 - Administration (DS)</i>				
P0112702	00209897	VERIZON WIRELESS	VERIZON SEPT 24-OCT 23 CPD	503.04
P0112751	00209891	VERIZON WIRELESS	VERIZON SEP 24-OCT23 COST CENT	349.96
P0112751	00209895	VERIZON WIRELESS	VERIZON SEP 24-OCT 23 COST CEN	116.65
<i>Org Key: DS1300 - Land Use Planning Svc</i>				
P0112737	00209882	SOUND PUBLISHING INC	Ntc. 2616745 Public Hearing To	101.37
P0112737	00209882	SOUND PUBLISHING INC	Ntc. 2616556 NOAH Appeal 10/13	83.22
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0112670	00209830	HARRIS COMPUTER SYSTEMS	ICIS (INHANCE) ANNUAL SUPPORT	12,710.90
P0112695	00209858	METROPRESORT	OCT 2021 PRINTING & MAILING OF	73.89
P0112695	00209858	METROPRESORT	OCT 2021 PRINTING & MAILING OF	65.22
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0112670	00209830	HARRIS COMPUTER SYSTEMS	ICIS (INHANCE) ANNUAL SUPPORT	12,710.90
P0112695	00209858	METROPRESORT	OCT 2021 PRINTING & MAILING OF	73.89
P0112695	00209858	METROPRESORT	OCT 2021 PRINTING & MAILING OF	65.22
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0112670	00209830	HARRIS COMPUTER SYSTEMS	ICIS (INHANCE) ANNUAL SUPPORT	12,710.90
P0112695	00209858	METROPRESORT	OCT 2021 PRINTING & MAILING OF	73.88
P0112695	00209858	METROPRESORT	OCT 2021 PRINTING & MAILING OF	65.21



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: FR1200 - Fire Marshal</i>				
	00209832	HICKS, JEROMY	FIRE PREV. INSTITUTE PER DIEM	235.00
	00209854	MAIR, STEPHEN	FIRE PREVENTION INST. PER DIEM	180.00
<i>Org Key: FR2100 - Fire Operations</i>				
P0112727	00209831	HEALTHFORCE PARTNERS INC	Respiratory Clearance	2,105.00
P0109899	00209818	EPSCA	44 RADIOS FOR FIRE 2021	1,111.00
P0112701	00209896	VERIZON WIRELESS	VERIZON WIRELESS FIRE SEPT 24-	887.41
P0112750	00209899	VERIZON WIRELESS	VERIZON OCT 07-NOV06 FIRE	70.39
P0109899	00209818	EPSCA	ACCESS FEE REBATE FIRE	-73.04
<i>Org Key: GB0107 - Honeywell Site Remediation</i>				
P0111015	00209820	FARALLON CONSULTING LLC	PROJECT 1292-002 2021 SOIL	6,475.70
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0112709	00209904	Xerox Financial Services	Copier Rental Fees INV #287099	2,063.28
P0112711	00209903	XEROX CORPORATION	Copier Rental Fees October 202	1,010.29
P0112710	00209904	Xerox Financial Services	Copier Rental Fees INV #289874	284.00
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
P0112764	00209814	DEVENY, JAN P	LEOFF1 LTC Expenses	11,811.00
	00209848	LEOFF HEALTH & WELFARE TRUST	POLICE RETIREES	6,123.89
	00209847	LEOFF HEALTH & WELFARE TRUST	FIRE RETIREES	3,223.11
	00209833	HILTNER, PETER	LEOFF1 Medicare Reimb	619.50
	00209828	HAGSTROM, JAMES	LEOFF1 Medicare Reimb	361.30
	00209881	SMITH, RICHARD	LEOFF1 Medicare Reimb	249.70
	00209821	FORSMAN, LOWELL	LEOFF1 Medicare Reimb	240.70
	00209813	DEEDS, EDWARD G	LEOFF1 Medicare Reimb	240.60
	00209879	SCHOENTRUP, WILLIAM	LEOFF1 Medicare Reimb	240.60
	00209852	LYONS, STEVEN	LEOFF1 Medicare Reimb	235.60
	00209799	BARNES, WILLIAM	LEOFF1 Medicare Reimb	222.40
	00209822	GOODMAN, J C	LEOFF1 Medicare Reimb	220.40
	00209888	THOMPSON, JAMES	LEOFF1 Medicare Reimb	196.40
	00209900	WALLACE, THOMAS	LEOFF1 Medicare Reimb	183.10
	00209817	ELSOE, RONALD	LEOFF1 Medicare Reimb	182.50
	00209814	DEVENY, JAN P	LEOFF1 Medicare Reimb	182.00
	00209845	KUHN, DAVID	LEOFF1 Medicare Reimb	182.00
	00209902	WHEELER, DENNIS	LEOFF1 Medicare Reimb	181.70
	00209800	BOOTH, GLENDON D	LEOFF1 Medicare Reimb	181.00
	00209793	ADAMS, RONALD E	LEOFF1 Medicare Reimb	180.70
	00209797	AUGUSTSON, THOR	LEOFF1 Medicare Reimb	179.80
	00209864	MYERS, JAMES S	LEOFF1 Medicare Reimb	179.80
	00209816	DOWD, PAUL	LEOFF1 Medicare Reimb	175.00
	00209878	RUCKER, MANORD J	LEOFF1 Medicare Reimb	167.20
	00209851	LOISEAU, LERI M	LEOFF1 Medicare Reimb	165.70
	00209792	ABBOTT, RICHARD	LEOFF1 Medicare Reimb	165.50
	00209839	JOHNSON, CURTIS	LEOFF1 Medicare Reimb	154.80
	00209901	WEGNER, KEN	LEOFF1 Medicare Reimb	144.60
	00209875	RAMSAY, JON	LEOFF1 Medicare Reimb	136.20
P0112763	00209814	DEVENY, JAN P	LEOFF1 Retiree Medical Expense	43.67
<i>Org Key: GGM100 - Emerg Incident Response</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0112735	00209865	OGDEN MURPHY WALLACE PLLC	Invoice #856001 - Professional	2,250.00
P0112734	00209853	Madrona Law Group, PLLC	Invoice #11016 Professional	621.00
<i>Org Key: GGM150 - EOC - Port of Seattle Grant</i>				
P0112737	00209882	SOUND PUBLISHING INC	Ntc. 2607133 MI Next Web Ad 10	900.00
P0112737	00209882	SOUND PUBLISHING INC	Ntc. 2607137 MI Next Web Ad 10	897.00
P0112737	00209882	SOUND PUBLISHING INC	Ntc. 2607134 MI Next Web Ad 10	897.00
P0112737	00209882	SOUND PUBLISHING INC	Ntc. 2607136 MI Next Web Ad 10	897.00
P0112737	00209882	SOUND PUBLISHING INC	Ntc. 2607127 MI Next 10/6	352.25
P0112737	00209882	SOUND PUBLISHING INC	Ntc. 2607128 MI Next 10/13	352.25
P0112737	00209882	SOUND PUBLISHING INC	Ntc. 2607129 MI Next 10/20	352.25
P0112737	00209882	SOUND PUBLISHING INC	Ntc. 2607130 MI Next 10/27	352.25
<i>Org Key: GGM606 - Excess Retirement-Fire</i>				
	00209799	BARNES, WILLIAM	LEOFF1 Excess Benefit	2,011.41
	00209809	COOPER, ROBERT	LEOFF1 Excess Benefit	1,969.01
	00209839	JOHNSON, CURTIS	LEOFF1 Excess Benefit	1,120.83
	00209879	SCHOENTRUP, WILLIAM	LEOFF1 Excess Benefit	1,039.40
	00209875	RAMSAY, JON	LEOFF1 Excess Benefit	615.86
<i>Org Key: GX9996 - Employee Benefits-Police</i>				
	00209848	LEOFF HEALTH & WELFARE TRUST	POLICE	48,821.90
	00209848	LEOFF HEALTH & WELFARE TRUST	POLICE SUPPORT	6,063.16
<i>Org Key: GX9997 - Employee Benefits-Fire</i>				
	00209847	LEOFF HEALTH & WELFARE TRUST	FIRE ACTIVE	48,984.55
	00209848	LEOFF HEALTH & WELFARE TRUST	BILLING ADJ	0.02
<i>Org Key: IGMA02 - Alcoholism Program</i>				
P0112721	00209840	KC FINANCE	Remit KC Liquor Profits	1,942.18
<i>Org Key: IGV012 - MW Pool Operation Subsidy</i>				
P0111166	00209859	MI SCHOOL DISTRICT #400	MI POOL OPERATION SUBSIDY 2021	12,104.50
P0111166	00209859	MI SCHOOL DISTRICT #400	MI POOL OPERATION SUBSIDY 2021	12,104.50
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0110791	00209843	KING COUNTY FINANCE	I-NET MONTHLY SERVICES FROM	1,122.00
P0112759	00209892	VERIZON WIRELESS	VERIZON AUG24-SEP23 IGS LOANER	161.98
<i>Org Key: MT2100 - Roadway Maintenance</i>				
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	7,700.82
P0112628	00209871	PETERSEN BROTHERS INC	REPAIR GUARDRAIL AT 4740 E. ME	6,053.84
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	4,501.07
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	338.56
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	201.90
P0112719	00209802	CADMAN INC	5/8"-MINUS ROCK (65.03 TONS)	145.26
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	100.87
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	53.92
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	43.79
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	14.42
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	13.46
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	7.68

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT2200 - Vegetation Maintenance</i>				
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	11.54
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	13.46
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	1.69
<i>Org Key: MT2500 - ROW Administration</i>				
P0112725	00209883	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	357.60
<i>Org Key: MT3000 - Water Service Upsizes and New</i>				
P0112719	00209802	CADMAN INC	5/8"-MINUS ROCK (65.03 TONS)	290.53
<i>Org Key: MT3100 - Water Distribution</i>				
P0112718	00209826	H D FOWLER	CRD REPAIR PARTS & BOLT KITS	1,121.45
P0112624	00209826	H D FOWLER	CRD REPAIR KITS & 3/8" PLUGS	598.45
P0112625	00209826	H D FOWLER	SADDLE SUPPORTS & 2" X 36" GAL	438.59
P0112719	00209802	CADMAN INC	5/8"-MINUS ROCK (65.03 TONS)	290.53
P0112669	00209835	HOME DEPOT CREDIT SERVICE	M18 HACKZALL & BLADES	232.24
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	13.46
<i>Org Key: MT3150 - Water Quality Event</i>				
P0112712	00209827	HACH COMPANY	AA FREE CHLORINE REAGENT SET,	284.72
P0112712	00209827	HACH COMPANY	DPD FREE CHLORINE 10ML, PK/100	302.73
P0112712	00209827	HACH COMPANY	SINGLET COMBO, PH 4.01 & 7.0,	94.00
P0112712	00209827	HACH COMPANY	SINGLET PH 10.01 BUFFER SOLUTI	47.77
P0112712	00209827	HACH COMPANY	SAT, KCL SOLUTION, 500 ML	47.77
<i>Org Key: MT3200 - Water Pumps</i>				
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	2,858.05
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	11.54
<i>Org Key: MT3400 - Sewer Collection</i>				
P0112697	00209866	ONE 7 INC.	HANDLE FOR HYDRAULICS	50.95
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	13.46
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0112699	00209796	AT&T MOBILITY	2021 TELEMETRY	818.35
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	154.16
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	116.43
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	102.82
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	86.44
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	79.02
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	13.46
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P0112724	00209883	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	237.97
<i>Org Key: MT3800 - Storm Drainage</i>				
P0112719	00209802	CADMAN INC	5/8"-MINUS ROCK (65.03 TONS)	907.92
P0112730	00209826	H D FOWLER	CB FRAMES & GRATES	252.79
P0112729	00209826	H D FOWLER	4" ADS FITTINGS	120.46
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	13.46

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0109899	00209818	EPSCA	1 RADIO FOR MAINTENANCE	25.25
P0109899	00209818	EPSCA	ACCESS FEE REBATE MAINT	-1.66
<i>Org Key: MT4200 - Building Services</i>				
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	4,032.98
P0112723	00209883	SOUND SAFETY PRODUCTS	SAFETY BOOTS & MISC. WORK CLOT	325.66
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	137.66
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	11.54
<i>Org Key: MT4300 - Fleet Services</i>				
P0112722	00209859	MI SCHOOL DISTRICT #400	2021 MISD SCHOOL DISTRICT FUEL	10,856.52
P0112698	00209869	OWEN EQUIPMENT COMPANY	IMPELLER BRG KIT	407.54
P0112696	00209850	LINDE GAS & EQUIP	2021 ACETYLEN & OXYGEN TANK RE	62.18
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	11.54
<i>Org Key: MT6100 - Park Maintenance</i>				
P0112720	00209842	KELLEY IMAGING SYSTEMS	MICC BANNER	265.42
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	247.38
P0112629	00209835	HOME DEPOT CREDIT SERVICE	TOOL BOXES	127.63
P0112713	00209872	PLATT ELECTRIC	ELECTRICAL FITTINGS	79.90
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	12.66
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	13.46
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
P0112726	00209883	SOUND SAFETY PRODUCTS	RAIN JACKET	55.13
P0112726	00209883	SOUND SAFETY PRODUCTS	RAIN JACKET	25.00
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	13.46
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	13.46
<i>Org Key: MT6600 - Park Maint School Fields</i>				
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	11.54
<i>Org Key: MT6800 - Trails Maintenance</i>				
P0112719	00209802	CADMAN INC	5/8"-MINUS ROCK (65.03 TONS)	181.59
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	135.23
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	105.49
	00209874	PUGET SOUND ENERGY	PSE BILLS OCT25/NOV1, 2021	16.65
P0112668	00209806	CINTAS	FIRST AID SUPPLIES	13.39
<i>Org Key: PA0100 - Open Space Management</i>				
P0111290	00209862	MONARCH LANDSCAPING WA LLC	21-16G Luther Burbank Park Ope	3,678.50
P0111290	00209862	MONARCH LANDSCAPING WA LLC	21-16G Luther Burbank Park Ope	2,417.30
P0112743	00209824	GREEN LATRINE	EVENT RENTAL 12/3-12/6 STANDAR	275.00
<i>Org Key: PA0101 - Recurring Parks Minor Capital</i>				
P0112349	00209837	Hoshide Wanzer Architects PLLC	Aubrey Davis Park Picnic Shelt	3,880.00
<i>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</i>				
P0112013	00209795	APPLIED ECOLOGY LLC	Contracted restoration in Pion	9,459.45

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PO1100 - Administration (PO)</i>				
P0112703	00209898	VERIZON WIRELESS	VERIZON SEPT 24-OCT23 POLICE	724.50
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0109899	00209818	EPSCA	13 RADIOS FOR EMERGENCY MGMT	328.25
P0109899	00209818	EPSCA	ACCESS FEE REBATE EMERGENCY	-21.58
<i>Org Key: PO1650 - Regional Radio Operations</i>				
P0109899	00209818	EPSCA	60 RADIOS FOR POLICE DEPARTMEN	1,515.00
P0109899	00209818	EPSCA	ACCESS FEE REBATE POLICE	-99.60
<i>Org Key: PR1100 - Administration (PR)</i>				
P0112706	00209807	CONSERVATION TECHNIX INC	PROS Plan Services (inv. 1010)	1,651.50
<i>Org Key: PR4100 - Community Center</i>				
P0112720	00209842	KELLEY IMAGING SYSTEMS	MICC BANNER	265.42
<i>Org Key: SP0121 - Mid-block Crosswalk 76 Ave SE</i>				
P0112368	00209815	DKS ASSOCIATES	21-40 76th Ave SE Mid-block	14,816.60
P0112368	00209815	DKS ASSOCIATES	21-40 76th Ave SE Mid-block	3,400.00
<i>Org Key: SU0113 - SCADA System Replacement-Sewer</i>				
P0103284	00209801	BROWN AND CALDWELL CONSULTANTS	PH1 SCADA EQUIPMENT REPLACEMEN	112,805.78
P0112576	00209794	CHIP GEORGE INC	Auxiliary Modems for Generator	2,353.94
P0112543	00209794	CHIP GEORGE INC	Replacement Comms PS20	921.54
<i>Org Key: SW0101 - Sub Basin 23.2 Watercourse Sta</i>				
P0108677	00209804	CARDNO INC	Sub Basin 23.2 Watercourse	4,122.50
<i>Org Key: SW0119 - Conveyance System Assessments</i>				
P0111769	00209868	OSBORN CONSULTING INC	Conveyance System Assessments	13,073.87
<i>Org Key: WU0102 - SCADA System Replacement-Water</i>				
P0103284	00209801	BROWN AND CALDWELL CONSULTANTS	PH1 SCADA EQUIPMENT REPLACEMEN	3,020.28
<i>Org Key: WU0112 - Water System Components (valve</i>				
P0112714	00209826	H D FOWLER	2) AUTOMATIC FLUSHING VALVES	7,877.66
<i>Org Key: YF1100 - YFS General Services</i>				
P0112513	00209893	VERIZON WIRELESS	VERIZON AUG 24-SEPT 23	679.26
P0112720	00209842	KELLEY IMAGING SYSTEMS	MICC BANNER	265.43
<i>Org Key: YF2850 - Federal SPF Grant</i>				
P0112772	00209887	The NW Pinnacle Group Inc	Incredible years parenting ser	4,000.00
P0112771	00209890	UNIVERSITY OF WASHINGTON	Guiding good choices virtual	1,600.00
Total				659,308.19

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209791	11/24/2021	A.M. LEONARD INC INVENTORY PURCHASES	P0112667	5021453301	11/05/2021	233.37
00209792	11/24/2021	ABBOTT, RICHARD LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	165.50
00209793	11/24/2021	ADAMS, RONALD E LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	180.70
00209794	11/24/2021	CHIP GEORGE INC Auxiliary Modems for Generator	P0112543	4859	11/02/2021	3,275.48
00209795	11/24/2021	APPLIED ECOLOGY LLC Contracted restoration in Pion	P0112013	1295	11/04/2021	9,459.45
00209796	11/24/2021	AT&T MOBILITY 2021 TELEMETRY	P0112699	X11132021	11/20/2021	818.35
00209797	11/24/2021	AUGUSTSON, THOR LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	179.80
00209798	11/24/2021	BARCELO HOMES OVERPAYMENT APL21-005		APL21-005	11/04/2021	943.69
00209799	11/24/2021	BARNES, WILLIAM LEOFF1 Medicare Reimb		DEC2021A	12/01/2021	2,233.81
00209800	11/24/2021	BOOTH, GLENDON D LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	181.00
00209801	11/24/2021	BROWN AND CALDWELL CONSULTANTS PH1 SCADA EQUIPMENT REPLACEMENT	SP0103284	14423661	11/11/2021	115,826.06
00209802	11/24/2021	CADMAN INC 5/8"-MINUS ROCK (65.03 TONS)	P0112719	5801306	11/15/2021	1,815.83
00209803	11/24/2021	CALDWELL, STEVE REFUND OVERPAY 00570652001		102821	10/28/2021	159.00
00209804	11/24/2021	CARDNO INC Sub Basin 23.2 Watercourse	P0108677	321770	11/08/2021	4,122.50
00209805	11/24/2021	CESSCO INC INVENTORY PURCHASES	P0112620	16365	11/01/2021	450.89
00209806	11/24/2021	CINTAS FIRST AID SUPPLIES	P0112668	5083940949	11/12/2021	192.23
00209807	11/24/2021	CONSERVATION TECHNIX INC PROS Plan Services (inv. 1010)	P0112706	1010	11/08/2021	1,651.50
00209808	11/24/2021	CONVERSE, PATRICK OVERPAYMENT DSR21-010		DSR21-010	11/03/2021	2,977.44
00209809	11/24/2021	COOPER, ROBERT LEOFF1 Excess Benefit		DEC2021A	12/01/2021	1,969.01
00209810	11/24/2021	COURT V LORENZINI OVERPAYMENT DEV21-002		DEV21-002	11/04/2021	1,088.92
00209811	11/24/2021	DANIEL, KAMARIA MITV 10/5 Council Meeting	P0112707	54	11/01/2021	1,420.00
00209812	11/24/2021	DEAL, STAN SEP21-12		SEP21-012	11/02/2021	2,832.21
00209813	11/24/2021	DEEDS, EDWARD G LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	240.60
00209814	11/24/2021	DEVENY, JAN P LEOFF1 Medicare Reimb	P0112764	112221A	11/22/2021	12,036.67
00209815	11/24/2021	DKS ASSOCIATES 21-40 76th Ave SE Mid-block	P0112368	0078976	10/19/2021	18,216.60
00209816	11/24/2021	DOWD, PAUL LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	175.00

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209817	11/24/2021	ELSOE, RONALD LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	182.50
00209818	11/24/2021	EPSCA 44 RADIOS FOR FIRE 2021	P0109899	10598	11/03/2021	2,783.62
00209819	11/24/2021	EVENS, CARINA AND BRAD REFUND OVERPAY 00309861502		102821	10/28/2021	80.10
00209820	11/24/2021	FARALLON CONSULTING LLC PROJECT 1292-002 2021 SOIL	P0111015	0041687	11/15/2021	6,475.70
00209821	11/24/2021	FORSMAN, LOWELL LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	240.70
00209822	11/24/2021	GOODMAN, J C LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	220.40
00209823	11/24/2021	GRAINGER INVENTORY PURCHASES	P0112630	9115508922	11/09/2021	513.76
00209824	11/24/2021	GREEN LATRINE EVENT RENTAL 12/3-12/6 STANDAR	P0112743	I17226	11/08/2021	275.00
00209825	11/24/2021	Gregory, Jeff Judge Pro Tem 11/9/21 4 hrs	P0112682	110921	11/09/2021	200.00
00209826	11/24/2021	H D FOWLER INVENTORY PURCHASES	P0112714	I5953818	11/04/2021	13,684.65
00209827	11/24/2021	HACH COMPANY DPD FREE CHLORINE 10ML, PK/100	P0112712	12714659	10/27/2021	776.99
00209828	11/24/2021	HAGSTROM, JAMES LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	361.30
00209829	11/24/2021	Harper, Tyson REFUND OVERPAY DEV21-007		DEV21-007	11/04/2021	1,161.34
00209830	11/24/2021	HARRIS COMPUTER SYSTEMS ICIS (INHANCE) ANNUAL SUPPORT	P0112670	MN00136703	10/30/2021	38,132.70
00209831	11/24/2021	HEALTHFORCE PARTNERS INC Respiratory Clearance	P0112727	19504	06/30/2021	2,105.00
00209832	11/24/2021	HICKS, JEROMY FIRE PREV. INSTITUTE PER DIEM		102721	10/27/2021	235.00
00209833	11/24/2021	HILTNER, PETER LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	619.50
00209834	11/24/2021	HOK YAN KONG REFUND OVERPAY 00888030004		102821	10/28/2021	500.00
00209835	11/24/2021	HOME DEPOT CREDIT SERVICE INVENTORY PURCHASES	P0112629	9014694	11/09/2021	389.47
00209836	11/24/2021	HONEYWELL, MATTHEW V Invoice #1239 - 10/20/2021	P0112732	1243	11/16/2021	2,150.00
00209837	11/24/2021	Hoshide Wanzer Architects PLLC Aubrey Davis Park Picnic Shelt	P0112349	1	11/08/2021	3,880.00
00209838	11/24/2021	INTERCOM LANGUAGE SERVICES INC Intercom invoice #21-560	P0112683	21-560	11/12/2021	292.50
00209839	11/24/2021	JOHNSON, CURTIS LEOFF1 Medicare Reimb		DEC2021A	12/01/2021	1,275.63
00209840	11/24/2021	KC FINANCE Remit KC Liquor Profits	P0112721	2137650	11/09/2021	1,942.18
00209841	11/24/2021	KEATING BUCKLIN & MCCORMACK Invoice #16759 Professional	P0112733	16759	11/19/2021	2,948.80
00209842	11/24/2021	KELLEY IMAGING SYSTEMS MICC BANNER	P0112720	IN935386	11/18/2021	796.27

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209843	11/24/2021	KING COUNTY FINANCE I-NET MONTHLY SERVICES FROM	P0110791	11010608	10/31/2021	1,122.00
00209844	11/24/2021	Kinney, George REFUND OVERPAY 00309780001		111821	11/18/2021	1,147.55
00209845	11/24/2021	KUHN, DAVID LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	182.00
00209846	11/24/2021	Lakeside Construction OVERPAYMENT SHL21-017		SHL21-004	10/27/2021	4,030.91
00209847	11/24/2021	LEOFF HEALTH & WELFARE TRUST FIRE RETIREES		120121	12/01/2021	52,207.66
00209848	11/24/2021	LEOFF HEALTH & WELFARE TRUST POLICE RETIREES		120121	12/01/2021	61,008.97
00209849	11/24/2021	LIGHTHOUSE LAW GROUP PLLC Invoice #20542 Professional	P0112731	20542	11/01/2021	2,957.50
00209850	11/24/2021	LINDE GAS & EQUIP 2021 ACETYLEN & OXYGEN TANK RE	P0112696	66964062	10/31/2021	62.18
00209851	11/24/2021	LOISEAU, LERI M LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	165.70
00209852	11/24/2021	LYONS, STEVEN LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	235.60
00209853	11/24/2021	Madrona Law Group, PPLC Invoice #11018 Professional	P0112734	11016	11/03/2021	41,642.49
00209854	11/24/2021	MAIR, STEPHEN FIRE PREVENTION INST. PER DIEM		102721	10/27/2021	180.00
00209855	11/24/2021	MARINE RESTORATION OVERPAYMENT SGL21-024		SGL21-024	10/29/2021	1,924.69
00209856	11/24/2021	MARTEN LAW Invoice #44092141 Professional	P0112739	44092141	11/04/2021	47.50
00209857	11/24/2021	McNaul Ebel Nawrot Invoice #101761 Professional	P0112736	101761	10/31/2021	76,903.77
00209858	11/24/2021	METROPRESORT OCT 2021 PRINTING & MAILING OF	P0112695	IN638694	11/11/2021	417.31
00209859	11/24/2021	MI SCHOOL DISTRICT #400 MI POOL OPERATION SUBSIDY 2021	P0112722	2021-10.31FUEL	11/18/2021	35,065.52
00209860	11/24/2021	MILLS, MARIAN REFUND OVERPAY 006266980		102821	10/28/2021	458.53
00209861	11/24/2021	MOBERLY AND ROBERTS Invoice #996 Professional Serv	P0112741	996	11/01/2021	7,095.46
00209862	11/24/2021	MONARCH LANDSCAPING WA LLC 21-16G Luther Burbank Park Ope	P0111290	CD50161749	08/31/2021	6,095.80
00209863	11/24/2021	MUNICODE Webpage Updates City Code INV	P0112708	00366556	11/11/2021	2,535.19
00209864	11/24/2021	MYERS, JAMES S LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	179.80
00209865	11/24/2021	OGDEN MURPHY WALLACE PLLC Invoice #855383 Professional	P0112735	856001	10/22/2021	5,280.00
00209866	11/24/2021	ONE 7 INC. HANDLE FOR HYDRAULICS	P0112697	2007062816	11/10/2021	50.95
00209867	11/24/2021	ORDNDORFF, CHRISTOPHER REFUND OVERPAY 00309531404		102821	10/28/2021	660.16
00209868	11/24/2021	OSBORN CONSULTING INC Conveyance System Assessments	P0111769	6596	11/04/2021	13,073.87



**Accounts Payable Report by Check Number**

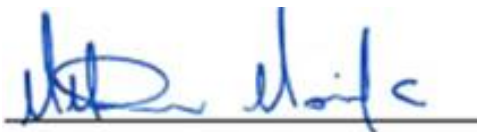
Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209869	11/24/2021	OWEN EQUIPMENT COMPANY IMPELLER BRG KIT	P0112698	00104111	11/09/2021	407.54
00209870	11/24/2021	PATRIE, MARK REFUND OVERPAY 00640038001		102821	10/28/2021	122.42
00209871	11/24/2021	PETERSEN BROTHERS INC REPAIR GUARDRAIL AT 4740 E. ME	P0112628	2113701	10/23/2021	6,053.84
00209872	11/24/2021	PLATT ELECTRIC ELECTRICAL FITTINGS	P0112713	2E66911	10/29/2021	79.90
00209874	11/24/2021	PUGET SOUND ENERGY PSE BILLS OCT25/NOV1, 2021		1628-NOV21	11/01/2021	21,049.69
00209875	11/24/2021	RAMSAY, JON LEOFF1 Medicare Reimb		DEC2021A	12/01/2021	752.06
00209876	11/24/2021	REDMOND BUILDERS LLC OVERPAYMENT DEV21-005		ADU21-005	11/02/2021	2,214.13
00209877	11/24/2021	RELX INC DBA LEXISNEXIS Invoice #3093528608 Legal	P0112740	3093528608	10/31/2021	349.02
00209878	11/24/2021	RUCKER, MANORD J LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	167.20
00209879	11/24/2021	SCHOENTRUP, WILLIAM LEOFF1 Medicare Reimb		DEC2021A	12/01/2021	1,280.00
00209880	11/24/2021	SEABORN PILE DRIVING CO OVERPAYMENT SEP21-004		SHL21-021	10/29/2021	23,680.82
00209881	11/24/2021	SMITH, RICHARD LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	249.70
00209882	11/24/2021	SOUND PUBLISHING INC Ntc. 2617205 Ord 21C-21 10/27	P0112737	8042879	10/31/2021	5,304.37
00209883	11/24/2021	SOUND SAFETY PRODUCTS MISC. WORK CLOTHES	P0112726	207041/3	11/18/2021	1,001.36
00209884	11/24/2021	Stanley A Deal Trust PERMIT REFUND #SHL21-012		SHL21-012	10/27/2021	1,089.59
00209885	11/24/2021	STEINHAUER, CHARLENE REFUND OVERPAY 00519000101		102821	10/28/2021	69.46
00209886	11/24/2021	Stephanie Brown HR Bargaining Professional (in	P0112705	5	11/09/2021	1,146.25
00209887	11/24/2021	The NW Pinnacle Group Inc Incredible years parenting ser	P0112772	1073	11/04/2021	4,000.00
00209888	11/24/2021	THOMPSON, JAMES LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	196.40
00209889	11/24/2021	THOMSON REUTERS - WEST Invoice #: 845182018 Legal	P0112738	845182018	10/04/2021	807.04
00209890	11/24/2021	UNIVERSITY OF WASHINGTON Guiding good choices virtual	P0112771	CTC808528	11/18/2021	1,600.00
00209891	11/24/2021	VERIZON WIRELESS VERIZON SEP 24-OCT23 COST CENT	P0112751	9891269254	10/23/2021	349.96
00209892	11/24/2021	VERIZON WIRELESS VERIZON AUG24-SEP23 IGS LOANER	P0112759	9889078775	09/23/2021	161.98
00209893	11/24/2021	VERIZON WIRELESS VERIZON AUG 24-SEPT 23	P0112513	9889078777	09/23/2021	679.26
00209894	11/24/2021	VERIZON WIRELESS VERIZON SEP 24-OCT 23 ANGIE/ A	P0112753	9891273594	10/23/2021	87.17
00209895	11/24/2021	VERIZON WIRELESS VERIZON SEP 24-OCT 23 COST CEN	P0112751	9891269254	10/23/2021	116.65

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209896	11/24/2021	VERIZON WIRELESS VERIZON WIRELESS FIRE SEPT 24-	P0112701	9891273591	10/23/2021	887.41
00209897	11/24/2021	VERIZON WIRELESS VERIZON SEPT 24-OCT 23 CPD	P0112702	9891273588	10/23/2021	503.04
00209898	11/24/2021	VERIZON WIRELESS VERIZON SEPT 24-OCT23 POLICE	P0112703	9891273586	10/23/2021	724.50
00209899	11/24/2021	VERIZON WIRELESS VERIZON OCT 07-NOV06 FIRE	P0112750	9892240584	11/06/2021	70.39
00209900	11/24/2021	WALLACE, THOMAS LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	183.10
00209901	11/24/2021	WEGNER, KEN LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	144.60
00209902	11/24/2021	WHEELER, DENNIS LEOFF1 Medicare Reimb		DEC2021B	12/01/2021	181.70
00209903	11/24/2021	XEROX CORPORATION Copier Rental Fees October 202	P0112711	702523465	10/26/2021	1,010.29
00209904	11/24/2021	Xerox Financial Services Copier Rental Fees INV #289874	P0112709	2870990	10/12/2021	2,347.34
00209905	11/24/2021	ZEP SALES & SERVICE INVENTORY PURCHASES	P0112700	9006868065	11/11/2021	440.18
					Total	659,308.19

### CERTIFICATION OF CLAIMS

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



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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Date</u>	<u>Amount</u>
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EFT Payments	October 2021	<b>\$2,008,208.54</b>
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**Accounts Payable EFT Report**

Item 5.

<b>Date</b>	<b>Description</b>	<b>Vendor Name/Description</b>	<b>Dollar Amount</b>
10/1/2021	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884	Recreation Refund <b>175.00</b>
10/1/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>3.80</b>
10/1/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement Contribution <b>123,049.61</b>
		<i>Employee (payroll withholding)</i> \$ 64,334.74	
		<i>Employer Portion</i> \$ 58,714.87	
10/1/2021	Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 00000000259217	Merchant Fee - MBP.com <b>1,705.47</b>
10/1/2021	Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 8037460410	Merchant Fee - Boat Launch <b>350.54</b>
10/4/2021	Preauthorized ACH Debit	DIRECT DEPOSIT BANKCARD 948908660000035	Merchant Fee - Utility Billing <b>5,206.43</b>
10/4/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - YFS <b>15.00</b>
10/4/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - MBP.com <b>25.00</b>
10/4/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - Boat Launch <b>30.00</b>
10/4/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee - YFS <b>6.45</b>
10/4/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee - YFS <b>6.45</b>
10/4/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee - Boat Launch <b>6.45</b>
10/4/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee - CPD <b>189.58</b>
10/4/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA MONTH END	Merchant Fee - Utility Billing <b>10.00</b>
10/4/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>3.80</b>
10/4/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>42.75</b>
10/4/2021	Preauthorized ACH Debit	MERCHANT SERVICEMERCH FEES930553411164783	Merchant Fee - Thrift Shop <b>2,580.62</b>
10/5/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>0.95</b>
10/5/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>3.80</b>
10/5/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>6.65</b>

**Accounts Payable EFT Report**

Item 5.

<b>Date</b>	<b>Description</b>	<b>Vendor Name/Description</b>	<b>Dollar Amount</b>
10/5/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>8.55</b>
10/5/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>11.40</b>
10/5/2021	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483290884	Merchant Fee - Recreation <b>945.39</b>
10/5/2021	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483291882	Merchant Fee - Recreation <b>213.63</b>
10/5/2021	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483292880	Merchant Fee - Recreation <b>11.95</b>
10/6/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - CPD <b>15.00</b>
10/6/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - CPD <b>15.00</b>
10/6/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>2.85</b>
10/7/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes <b>175,306.17</b>
		<i>Employee (payroll withholding)</i>	\$ 128,794.81
		<i>Employer Portion</i>	\$ 46,511.36
10/7/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP WAGE PAY WAGE PAY	Net Payroll <b>534,352.35</b>
10/7/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>1,473.10</b>
10/7/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>22.80</b>
10/8/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll <b>950.00</b>
10/8/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll <b>11,409.30</b>
10/8/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>132.80</b>
10/8/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>7.60</b>
10/8/2021	Outgoing Money Transfer	FF Dues	Employee Withholding - Payroll <b>2,345.94</b>
10/8/2021	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll <b>31,782.58</b>
10/8/2021	Outgoing Money Transfer	VEBA Contributions	Employee Withholding - Payroll <b>5,721.16</b>
10/12/2021	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884	Recreation Refund <b>50.00</b>

**Accounts Payable EFT Report**

Item 5.

<b>Date</b>	<b>Description</b>	<b>Vendor Name/Description</b>	<b>Dollar Amount</b>
10/12/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>6.65</b>
10/12/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL Vimly Benefit SoVimly Bene <i>Employee (payroll withholding)</i> \$ 26,908.78 <i>Employer Portion</i> \$ 149,133.29	Employee Insurance Premiums <b>176,042.07</b>
10/12/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS	Employee Withholding - Payroll <b>706.03</b>
10/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL INVOICE CLOUD INVOICE CL	Merchant Fee - Utility Billing <b>112.05</b>
10/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>2.85</b>
10/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>2.85</b>
10/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>4.75</b>
10/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>5.70</b>
10/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>10.45</b>
10/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>10.45</b>
10/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>45.60</b>
10/14/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>1,209.88</b>
10/14/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>1.90</b>
10/14/2021	Outgoing Money Transfer	Kroger	Food Pantry <b>9,600.00</b>
10/15/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - CPD <b>30.00</b>
10/15/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>0.95</b>
10/15/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>3.80</b>
10/18/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - CPD <b>15.00</b>
10/18/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>59.85</b>
10/18/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement Contribution <b>119,397.78</b>

**Accounts Payable EFT Report**

Item 5.

<b>Date</b>	<b>Description</b>	<b>Vendor Name/Description</b>	<b>Dollar Amount</b>
		<i>Employee (payroll withholding)</i>	\$ 63,186.05
		<i>Employer Portion</i>	\$ 56,211.73
10/18/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT	Remit Leasehold Excise <b>5,989.69</b>
10/19/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>0.95</b>
10/19/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>6.65</b>
10/19/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>9.50</b>
10/19/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>11.40</b>
10/19/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER	Driver Abstract <b>13.00</b>
10/19/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER	Driver Abstract <b>13.00</b>
10/20/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL CAYAN HOLDINGS LPAYMENT	Merchant Fee - Thrift Shop <b>101.68</b>
10/20/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>61.75</b>
10/21/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes <b>179,729.86</b>
		<i>Employee (payroll withholding)</i>	\$ 132,943.78
		<i>Employer Portion</i>	\$ 46,786.08
10/21/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP WAGE PAY WAGE PAY	Net Payroll <b>536,557.70</b>
10/21/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>137.71</b>
10/21/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - CPD <b>15.00</b>
10/21/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - CPD <b>15.00</b>
10/21/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>5.70</b>
10/22/2021	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884	Recreation Refund <b>7,521.00</b>
10/22/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES	ADP Payroll Services <b>1,757.35</b>
10/22/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES	ADP Payroll Services <b>2,479.92</b>
10/22/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll <b>950.00</b>

**Accounts Payable EFT Report**

Item 5.

<b>Date</b>	<b>Description</b>	<b>Vendor Name/Description</b>	<b>Dollar Amount</b>
10/22/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll <b>10,909.30</b>
10/22/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>1.90</b>
10/22/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>2.85</b>
10/22/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>15.20</b>
10/22/2021	Outgoing Money Transfer	FF Dues	Employee Withholding - Payroll <b>2,345.94</b>
10/22/2021	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll <b>31,676.08</b>
10/22/2021	Outgoing Money Transfer	VEBA Contributions	Employee Withholding - Payroll <b>5,982.08</b>
10/25/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL Cayan LLC EDI PYMNTS	Merchant Fee - Thrift Shop <b>5.70</b>
10/25/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>6.65</b>
10/25/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>14.25</b>
10/25/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS	Employee Withholding - Payroll <b>706.03</b>
10/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - CPD <b>15.00</b>
10/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - CPD <b>15.00</b>
10/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>1.90</b>
10/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>1.90</b>
10/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>3.80</b>
10/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>11.40</b>
10/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>49.40</b>
10/27/2021	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884	Recreation Refund <b>521.97</b>
10/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL AFLAC INSURANCE	Employee Withholding - Payroll <b>777.39</b>



**Accounts Payable EFT Report**

Item 5.

<b>Date</b>	<b>Description</b>	<b>Vendor Name/Description</b>	<b>Dollar Amount</b>
10/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - CPD <b>15.00</b>
10/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>0.95</b>
10/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>2,926.01</b>
10/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>2.85</b>
10/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>3.80</b>
10/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>4.75</b>
10/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE	Employee Withholding - Payroll <b>190.50</b>
10/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE	Employee Withholding - Payroll <b>1,522.90</b>
10/28/2021	Outgoing Money Transfer	Kroger	Food Pantry <b>9,600.00</b>
10/29/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - CPD <b>30.00</b>
10/29/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>0.95</b>
10/29/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>5.70</b>
<b>Total</b>			<b>\$ 2,008,208.54</b>



# CITY COUNCIL MINUTES REGULAR VIDEO MEETING November 1, 2021

Item 6.

## EXECUTIVE SESSION

Mayor Benson Wong called the Executive Session to order at 5:00 pm from a remote location to discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(i) and for planning or adopting the strategy or position to be taken by the City Council during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress pursuant to RCW 42.30.140(4)(b) for approximately 60 minutes.

Mayor 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, City Attorney Bio Park and other staff members participated in the executive session from a remote location using Microsoft Teams.

Mayor Wong adjourned the executive session at 5:55 pm

## CALL TO ORDER & ROLL CALL

Mayor Wong called the meeting to order at 6:00 pm from a remote location.

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

Deputy Mayor Weiker delivered the Pledge of Allegiance.

## AGENDA APPROVAL

It was moved by Anderl; seconded by Reynolds to:

**Approve the agenda.**

Passed 7-0

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

## CITY MANAGER REPORT

City Manager Bon reported on the following items:

- Update on upcoming City Council, Boards and Commission meetings
- City Services updates: storm response – be prepared, storm clean-up, beautifying the Island,
- Healthy youth form, Monday November 8, 6:30 – 8:30 pm
- Bike skills area survey open through November 4. Public meeting on bike skills area on November 14 at 4:00 pm
- PROS Plan progress
- Prairie of Possibilities at Mercerdale park

- Illuminate MI 2021
- MICEC finding a new normal
- Thrift shop expanding hours, now open 10-5pm Monday – Saturday. Also adding a new donation day starting 11/8, Sundays and Mondays from 10-2pm
- Hallo-weekend Fun on MI
- Honoring Veterans

## APPEARANCES

Callie Rudolphi, Mercer Island. She thanked the Council for their leadership and considering climate in the work plan. She spoke on behalf of League of Women Voters Seattle/ King County in support of the Sustainability and Climate action plan. She spoke to the importance of community engagement during this process for engagement and education.

## CONSENT AGENDA

### **AB 5960: October 22, 2021 Payroll Certification in the amount of \$802,995.44**

#### **Recommended Action:**

Approve the October 22, 2021 Payroll Certification (Exhibit 1) in the amount of \$802,995.44 and authorize the Mayor to sign the certification on behalf of the entire City Council.

### **Approval of Certification of Claims for the periods ending:**

**A) October 15, 2021, in the amount of \$740,679.28**

**B) October 22, 2021, in the amount of \$371,978.41**

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

It was moved by Reynolds; seconded by Nice to:

**Approve the Consent Agenda and the recommendations contained therein.**

PASSED: 7-0

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

## REGULAR BUSINESS

### **AB 5965: Sustainability/Climate Action Plan Scoping**

Ross Freeman, Sustainability Program Analyst, gave a brief overview of the proposed timeline and scope of work for the development of a Climate Action Plan and about authorizing funding for this work.

Council received the report and held discussion and provided feedback on this topic.

It was moved by Reynolds; seconded by Nice to:

**Approve the suggested Scope of Work and direct staff to include the appropriation request in the mid-biennial budget proposal for consideration at the November 16, 2021, City Council meeting, and to approve the release of an RFP and to identify a consultant to assist with the Climate Action Plan (CAP) process.**

PASSED: 7-0

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

Council took a break from 7:30 pm to 7:40 pm.

### **AB 5953: Fiscal Year 2021 and 2022 Revenue Forecast**

Matt Mornick, Finance Director, gave a presentation to Council on the November Revenue Forecast. The November revenue forecast projects revenues in the General Fund will exceed revenue estimates in fiscal year (FY) 2021 by \$2.0 M, and \$1.1 M in FY 2022. This is largely due to higher-than-expected Sales Tax performance, B&O tax revenues, Licensing, Permitting, and Zoning fees.

During the 2021-2022 mid-biennial budget process, the City Council will consider the funding needed to continue the recovery of the Recreation Division and the Thrift Shop, in addition to other strategic investments. The November revenue forecast serves as a basis for this deliberative effort.

Council received the November Revenue Forecast and held discussion on this topic.

### **AB 5954: 2021-2022 Mid-Biennial Budget Proposals**

Matt Mornick, Finance Director, gave a presentation to Council the 2021 – 2022 mid-biennial budget proposals that includes organization-wide one-time funding requests resulting from updates to collective bargaining agreements, cost of living adjustments, regional partnerships, adjustments to department work plans, and new bodies of work. In addition to the one-time funding requests, the fiscal year 2022 recommended budget proposes funding to support continued restoration of the Recreation Division and the Thrift Shop.

Council discussed the proposals and provided feedback to staff.

Council gave a thumbs up to the projects to be included in the mid-biennial budget proposals.  
 Council gave a thumbs up to move Summer Celebration to the mid-biennial budget proposals.  
 Council gave a thumbs up to moving the Chamber funding to the mid-biennial budget proposals.  
 Council gave a thumbs up to move the bond funding to the mid-biennial budget proposals.  
 Council pulled Thrift shop funding and directed staff to come back with more information on the proposal.

Moved by Jacobson; seconded by Weiker to:

**9:16 ish Direct staff to prepare 2021-22 mid-biennium budget amendment to return on December 7, 2021 to include all of the items on exhibit 1 except the Thrift Store; to fund recreation programs using ARPA funds; to also include funding for Mercer Island Chamber of Commerce, the Climate Action Plan, Bond Counsel Professional services and, 2022 Summer Celebration event.**

PASSED: 7-0

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

## **OTHER BUSINESS**

### **Planning Schedule**

City Manager Bon reported that there is a special meeting on 11/9 and briefly discussed the potential agenda items. City Manager Bon also discussed the agenda items that will be on the November 16, and December 7 City Council agendas.

### **Councilmember Absences**

There were no absences reported.

Deputy Mayor Weiker:

- Thanked City Manager Bon for acknowledging veterans and thanked veterans for their service.

Mayor Wong:

- Reported that there was an Oct 22, workshop #5 for elected officials, and that the King County clean water plan is now scheduled for the end of 2022.

## **ADJOURNMENT**

The Council Meeting adjourned at 9:26 PM.

---

Benson Wong, Mayor

Attest:

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



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

**AB 5989  
December 7, 2021  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>TITLE: 2022-2024 MERCER ISLAND POLICE ASSOCIATION (MIPA) AGREEMENTS</b>  <b>RECOMMENDED ACTION:</b>	AB 5989 2022-2024 Mercer Island Police Association (MIPA) Agreements	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
	Authorize the City Manager to sign the Police and Police Support Collective Bargaining Agreements with the Mercer Island Police Association for the period of January 1, 2022, through December 31, 2024, in substantially the form attached hereto as Exhibit 1 and Exhibit 2.  Authorize the City Manager to sign the agreement to convert the marine support officer to a fully commissioned police officer position in substantially the form attached hereto as Exhibit 3.	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Police
<b>STAFF:</b>	Ed Holmes, Police Chief Rachel Turpin, Outside Legal Counsel, Madrona Law Group
<b>COUNCIL LIAISON:</b>	Choose an item.                      Choose an item.                      Choose an item.
<b>EXHIBITS:</b>	1. Proposed 2022-2024 MIPA Collective Bargaining Agreement – Commissioned Officers 2. Proposed 2022-2024 MIPA Collective Bargaining Agreement – Support (Non-Commissioned) 3. Proposed Agreement between City and MIPA RE: Marine Support Position
<b>CITY COUNCIL PRIORITY:</b>	Choose an item.

<b>AMOUNT OF EXPENDITURE</b>	\$ Choose an item.
<b>AMOUNT BUDGETED</b>	\$ Choose an item.
<b>APPROPRIATION REQUIRED</b>	\$ Choose an item.

**SUMMARY**

Since May, the City’s bargaining team has been negotiating with the Mercer Island Police Association (MIPA) to negotiate the terms of two successor collective bargaining agreements (CBAs): one for commissioned officers of the Mercer Island Police Department and another for the non-commissioned support staff who handle records, evidence, patrol and marine support, and other administrative matters for the Police Department. At the same time, the bargaining teams negotiated a successor agreement with MIPA relating to

the Marine Support Position, a position that is currently in the MIPA Support (Non-Commissioned) bargaining unit, but which will be converted into a position in the MIPA Commissioned bargaining unit upon the retirement of the employment currently filling the position.

Details on the tentative agreements reached by the City's bargaining team, which focused on recruiting and retention, are provided below.

### **2022-2024 MIPA Collective Bargaining Agreement – Commissioned Officers**

The MIPA Commissioned bargaining unit is comprised of 30 union members, including 7 sergeants, 4 corporals, and 19 officers. The cost of the prior MIPA Commissioned CBA in 2021 equaled \$3,174,202. We anticipate the costs to increase about 9.3% in 2022, to about \$3,470,370. It is not possible to accurately estimate beyond 2022, as CPI information is not yet available.

#### ***Salaries:***

2022: CPI-W First Half + 1%

2023: CPI-W First Half + 0.5%

2024: CPI-W First Half

Sergeant wage differential: increase from 15% to 18%

Lead detective/corporal wage differential: increase from 7.5% to 8%

Special Operations Lead premium pay: increase from \$500 per year to 1.0%

Dive Team Lead premium pay: increase from \$500 per year to 1.0%

Range Master Premium pay: establish at 1.0%

#### ***Education:***

All bargaining until members will now be eligible for education incentives in the amount of 2% of their base wages for an AA degree and 5% for a BA degree. This replaces the current flat-rate incentive program.

#### ***Wellness Incentive:***

The City's current Wellness Incentive is legally problematic and needs to be disbanded. MIPA has agreed to remove the program from the contract and instead replace it with a voluntary physical fitness incentive program, under which employees are eligible to take a physical fitness test annually, and if they pass they receive a 2% increase to their base wage for the following year.

#### ***Sick Leave Cash-Out:***

33% at LEOFF Plan 2 Retirement, up to 1040 hours, \$15,000 max (with CPI escalator each year after)

#### ***Foreign Language Incentive Pay:***

If a member is able to pass a City-approved test showing fluency in an identified language, the member will receive an increase to their base wages in the amount of 1%. Testing will be completed every three years to ensure language skills are maintained.

#### ***Emergency Manager Position:***

In consideration of the City's other concessions, MIPA agreed to removal of the Emergency Manager position from the bargaining unit upon retirement of the employee currently assigned to that position.

### **Proposed 2022-2024 MIPA Collective Bargaining Agreement – Support (Non-Commissioned)**

MIPA's Support Services bargaining unit consists of the non-commissioned (civilian) members of the Mercer Island Police Department ("MIPD"), which include the following positions: Lead Records Specialist; Records Specialist; ½ time Records Specialist / ½ time Evidence Technician; Police Support Officer; and Marine Support Officer. The Marine and Police Support Officers each have limited commissions to issue certain civil infractions. The other positions handle important administrative functions, including handling and tracking evidence, ensuring compliance with laws relating to use of state and federal law enforcement databases, managing the Department's records as required by law, and acting as the Public Records Officer for the MIPD.

While this is a separate bargaining unit from the MIPA Commissioned Officers bargaining unit, the units are both represented by the Association and their contracts are companion agreements that historically have included many of the same provisions. The cost of the prior MIPA Commissioned CBA in 2021 equaled \$428,496. We anticipate the costs to increase about 6.9% in 2022, to about \$458,008. It is not possible to accurately estimate beyond 2022, as CPI information is not yet available.

#### ***Salaries:***

2022: CPI-W First Half + 1%

2023: CPI-W First Half + 0.5%

2024: CPI-W First Half

The Lead Records Specialist position has been upgraded to a Records Supervisor position to more accurately reflect the work being performed. Salary schedule adopted for new Records Supervisor position, based on comparables for positions with similar duties will result in employee making \$34.48 per hour.

#### ***Education:***

All bargaining unit members will now be eligible for education incentives in the amount of 2% of their base wages for an AA degree and 5% for a BA degree. This replaces the current flat-rate incentive program currently offered to two of the five members.

#### ***Wellness Incentive:***

The City's current Wellness Incentive is legally problematic and needs to be disbanded. MIPA has agreed to remove the program from the MIPA Support (Non-Commissioned) contract as well, provided the City allow the Police Support Officer and Marine Support Officer to participate in voluntary physical fitness incentive program under the Commissioned CBA. Eligible employees may take a physical fitness test annually, and if they pass it they receive a 2% increase to their base wage for the following year.

#### ***Early Retirement Worksheet:***

Qualifying bargaining unit members who retire during the 3-year term of this CBA will be entitled to this current benefit program, but then the program will be terminated and not included in the successor CBA.

### **Proposed Agreement by and between City and MIPA (Support and Commissioned) Regarding Marine Support**

The City and MIPA previously agreed that upon retirement of the employee currently assigned as the Marine Support, that position would be removed from MIPA's Support Services bargaining unit and converted into a fully commissioned position in MIPA's Commissioned bargaining unit. The terms of this arrangement had already been negotiated in a separate Memorandum of Understanding (MOU), however the current



employee assigned as the Marine Support Officer delayed his original retirement date, so the parties wish to extend this agreement, again as a separate agreement.

## **RECOMMENDED ACTION**

Staff recommends the City Council:

1. Authorize the City Manager to sign the Police and Police Support Collective Bargaining Agreements with the Mercer Island Police Association for the period of January 1, 2022, through December 31, 2024, in substantially the form attached hereto as Exhibit 1 and Exhibit 2.
2. Authorize the City Manager to sign the agreement to convert the marine support officer to a fully commissioned police officer position in substantially the form attached hereto as Exhibit 3.

**AGREEMENT**

**BY AND BETWEEN**

**CITY OF MERCER ISLAND, WASHINGTON**

**AND**

**MERCER ISLAND POLICE ASSOCIATION**

**(JANUARY 1, 2022 THROUGH DECEMBER 31, 2024)**

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**AGREEMENT**  
**By and Between**  
**CITY OF MERCER ISLAND, WASHINGTON**  
**and**  
**MERCER ISLAND POLICE ASSOCIATION**

This Agreement is by and between the City of Mercer Island, Washington, hereinafter, referred to as the "Employer" or "City" and the Mercer Island Police Association, hereinafter referred to as the "Association."

ARTICLE 1 - RECOGNITION AND UNION MEMBERSHIP

- 1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all of its full-time and regular part time commissioned law enforcement personnel.
- 1.2 The City recognizes that bargaining unit members may, at their discretion, become members of the Association. The Employer shall not discriminate against any employee because of their membership status or Association activity.
- 1.3 The City shall provide the Association with the name, address, and telephone number of all new bargaining unit members. As soon as practicable, the Employer shall provide an opportunity for the Association to meet with new bargaining unit members to discuss Association representation. When requested by the Association, the Employer shall provide the Association with a roster of employees covered by this Agreement.
- 1.4 Upon written authorization by an employee and approval by a representative of the Association, the City agrees to deduct from the wages of each employee the sum certified as initiation dues, assessments, and monthly Association dues, and forward the sum to the Association's Secretary or Treasurer. The Association agrees that it shall indemnify the City and save the City harmless from any and all claims, awards, judgments, attorney's fees, or other litigation costs which may be made by an employee or employees against the City by virtue of the application of this section.
- 1.5 An employee may revoke their authorization for payroll deduction of payments to the Association by written notice to the Employer and Association.
- 1.6 Designated representatives of the Association shall suffer no loss of pay while performing functions related to the administration of this Agreement, provided reasonable advance notification is given to the appropriate supervisor. Additionally, the City shall allow up to an aggregate of nine (9) workdays per year to allow delegates from the Mercer Island Police Guild to attend meetings of the Washington State Council of Police; provided that time spent in such endeavors shall not be considered compensable time within the meaning of the FLSA and provided further that such delegates pay all of their own expenses in attending the above meetings. The City retains the right to restrict such activities when an emergency exists or where

such activities would create a danger to public safety.

## ARTICLE 2 – DEFINITIONS

2.1 Probationary Employee. A probationary employee is an employee who:

- A. Has not completed six (6) months as a solo officer with the Mercer Island Police Department; or
- B. Is an Experienced Officer or Lateral Transfer who is not required to complete the basic law enforcement academy and who has not completed the first twelve (12) month period of initial, continuous employment with the Mercer Island Police Department.

Probationary employees shall earn benefits and shall be eligible to use them as provided in this Agreement and may be discharged without cause.

2.2 Regular Employee. A regular employee is an employee who:

- A. Has successfully completed six (6) months as a solo officer with the Mercer Island Police Department; or
- B. Is an Experienced Officer or Lateral Transfer who is not required to complete the basic law enforcement academy and who has successfully completed the first twelve (12) month period of initial, continuous employment with the Mercer Island Police Department.

Regular employees receive benefits as set forth in this Agreement.

2.3 Anniversary Date. An employee’s anniversary date is exactly one year after their date of hire and that same month and day every year thereafter. In cases where an employee must leave the Department involuntarily, such as due to a disability retirement or layoff, and is subsequently rehired or reinstated, their anniversary date will be calculated from the employee's original date of hire for the purpose of computing longevity pay or vacation leave.

2.4 Basic Hourly Rate of Pay. Basic hourly rate of pay shall mean the hourly rate as shown in the column titled “Basic Hourly” of the pay scale in Appendix A, which includes any longevity and rank pays, but does not include any other additional pays.

2.5 Regular Hourly Rate of Pay. Regular hourly rate of pay shall mean the total non-overtime compensation inclusive of basic pay and all other pays, such as premium and/or incentive pay, received by an employee. For purposes of calculating the regular hourly rate of pay each additional pay will be calculated separately first and then added together with the basic pay to determine the regular rate. For example, if an employee’s basic pay is \$45 and an employee has one additional pay of 2%, then you would take 2% of \$45 (\$0.90) and add it to \$45 for a total regular hourly rate of pay of \$45.90. If the employee received two additional pays at 2% each, their regular hourly rate of pay would be: \$45 + \$0.90 + \$0.90 (\$46.80). It would not be calculated by adding the additional pays of 2% and 2% together for 4% and then multiplying the 4% by \$45.

## ARTICLE 3 - HOURS OF WORK AND OVERTIME

3.1 Non-Patrol Employees.

- 3.1.1 Normal Workday. The normal workday for non-patrol employees shall consist of eight or ten consecutive hours. Other normal workdays may be approved by mutual agreement.
- 3.1.2 Normal Work Schedule. The normal work schedule for non-patrol employees shall be either five consecutive days worked followed by two consecutive days off or four consecutive days worked followed by three consecutive days off. Other normal work schedules may be approved by mutual agreement of the City and the Association. Employees may be scheduled by the City to work any of the shifts established by the City.
- 3.1.3 Section 7(k) Work Period. The Section 7(k) work period under the Fair Labor Standards Act (FLSA), 29 U.S.C., 207 (k), for non-patrol employees shall consist of twenty-eight consecutive days.

3.2 Patrol Employees.

- 3.2.1 Normal Workday. The normal workday for patrol employees shall consist of twelve consecutive hours.
- 3.2.2 Normal Work Schedule. Shifts/squads. The normal work schedule for patrol employees will vary depending on shift/squad assignment. The configuration of the twelve-hour shift schedule will be four shifts/squads. There will be two (2) day shifts and two (2) night shifts. The start time shall be 0600 for day shift and 1800 for night shift.

There will be two shift sequences:

- Shift Sequence 1: Three (3) days on, followed by four (4) days off, followed by four (4) days on followed by three (3) days off, followed by three (3) days on, followed by four (4) days off followed by four (4) days on, followed by three (3) days off.
- Shift Sequence 2: Three (3) days off, followed by four (4) days on, followed by four (4) days off, followed by three (3) days on, followed by three (3) days off, followed by four (4) days on, followed by four (4) days off, followed by three (3) days on.

The day shift squads will alternate working on Wednesdays, making Wednesday their “flip day.” The night shift squads will alternate working on Saturdays, making Saturday their “flip day.”

The twelve-hour shifts shall be bid annually by seniority. The shift bid shall commence at the beginning of September and be completed by October 15. There shall be no off-shift bid requirement. The City reserves the right to rearrange the work schedule for any employee in order to meet the operational needs of the Department. Operational changes shall be based upon objective facts and circumstances. Management shall notify the Association of the facts and circumstances of any schedule change prior to its

implementation.

On each of the four shifts/squads, a member shall be assigned as the “early car.” The purpose of the early car is to provide overlapping coverage between shift changes. The start time for the early car shall be 0500 for the day shift and 1700 for the night shift. Assignment to the early car shall be filled on a voluntary basis based on seniority with the most senior employee assigned first; if no shift/squad member volunteers, assignment shall be based on seniority with the least senior employee assigned first.

3.2.3 Breaks. Patrol employees are entitled to two thirty-minute lunch periods and two fifteen-minute breaks during their twelve-hour shift or as much time as may be required by law. Employees shall take these breaks at the discretion of their supervisors or as may be required by law.

3.2.4 Section 7(k) Work Period. The Section 7(k) work period under the Fair Labor Standards Act, 29 U.S.C., 207 (k), for patrol employees shall consist of fourteen consecutive days.

3.2.5 Kelly Days.

3.2.5.1 Compensation for Extra Hours Worked. In order to compensate patrol employees for the extra hours worked resulting from the fourteen day/twelve-hour shift schedule, each bargaining unit employee working the twelve-hour shift shall receive a twelve-hour Kelly day each month the employee works the twelve-hour shift for a maximum total of twelve (12) Kelly days (or 144 hours) per year.

Kelly days shall be front loaded into patrol employees’ leave bank every six months. In January, patrol employees shall receive a bank of six Kelly days (72 hours). In July, patrol employees shall receive an additional six Kelly days in their bank. If an employee only works part of the year in Patrol, their leave bank will be pro-rated for the months the employee actually works the twelve-hour shift schedule. In the event the employee terminates employment with the City, the City shall deduct the actual cost of any prospective payments made from any final compensation due to the employee or take other steps to recover such payments.

3.2.5.2 Kelly Days. Use/Forfeit. Kelly days may be taken at any time; however, the use of a Kelly day cannot result in overtime on the employee’s shift, and Kelly days may not be taken during traditional black-out days.

Kelly days received in the first half of the year must be used by July 1 of each year or be *forfeited*. Kelly days received in the second half of the year must be used by December 31 of each year or be *forfeited*, unless cashed out in accordance with Article 3.2.5.3.

3.2.5.3 Annual Cash Out of Kelly Days. Kelly days can be cashed out per Section 10.5.

3.2.6 Training. The City shall not modify the normal work schedule for a training that is one week or less in duration; for such training, if the training does not last for twelve hours,



the patrol employee is required to report to work and/or account for the remaining hours in the employee's twelve-hour workday.

In the event attending a training requires an employee to travel a significant distance on a day that the employee is scheduled to work, the employee may request prior approval from the Chief to leave his or her shift early to account for travel time. The decision whether to allow for an early shift departure to travel to training shall be made in the Chief's sole discretion.

For training that lasts more than one week, all of the training hours shall be worked on the modified schedule.

3.3 Overtime. All hours worked under the following conditions shall be considered overtime and paid at one and one-half times the employee's regular hourly rate of pay:

3.3.1 All hours worked, including court time, before or after the employee's normal workday;

3.3.2 All hours worked in excess of one hundred seventy-one hours in the FLSA Section 7(k) of the work period for non-patrol employees and all hours worked in excess of eighty-six hours in the FLSA Section 7(k) work period for patrol employees; and

3.3.3 All hours worked on a scheduled off duty day. Overtime must be authorized by the Police Chief (or designee). Time paid for but not worked shall not count as hours worked for purposes of computing overtime under Subsection 3.3.2. Hours paid at the overtime rate are not hours worked or paid hours for the purposes of computing longevity increments or retirement benefits.

3.4 Call Back. Any employee called in to work or required to appear in court after having completed the employee's normal workday or normal work schedule shall be paid a minimum of three hours at one and one-half times their regular hourly rate of pay provided that such time is not a shift extension before or after a scheduled shift. Additionally, with regarding to court appearances, employees who are not notified by 5:00 P.M. on the day prior to a scheduled court appearance that their testimony is not necessary, shall receive the minimum call back pay provided herein, whether or not they ultimately appear. Notice may be achieved by voice mail, provided that such system electronically time/date stamps messages.

3.5 Shift Trades. Employees may trade shifts within their normal work schedule and between their normal work periods. Employees who trade shifts must notify their Division Commander (or designee) of the trade and receive their approval. A record will be maintained of all shift trades by employees. Any shift which is voluntarily traded by an employee must be paid back within twelve months. If a voluntary shift trade causes an employee to work overtime as defined in Section 3.3, such employee will be compensated only for any overtime the employee would have worked in the absence of the voluntary shift trade.

3.6 Standby. Employees placed on standby by the City shall be paid one-half their applicable hourly rate of pay as set forth in Appendix A for each hour such employee is required to be on standby. Standby hours do not count as hours worked for purposes of computing overtime. If the employee

is called back to work while on standby, standby pay shall cease as soon as the employee is called back to work.

- 3.7 Double Time for Civil Disturbance, Tactical Response, and Dive Team Missions. When members of these teams respond to an actual mission (call-out), such responding members shall receive a rate of pay that is double their regular hourly rate of pay. The standard three-hour minimum at the double time rate of pay shall apply to all members who respond to such missions (including the on-duty members of the team). This double-time rate shall not apply to regularly planned training sessions, including but not limited to Dive swim beach clean-up operations and firing range drills.
- 3.8 Voluntary Overtime. The City shall attempt to meet its overtime requirements on a voluntary basis prior to assigning mandatory overtime.
- 3.9 Compensatory Time. Nothing in this Article shall be construed as to prohibit the employee the option of taking compensatory time off in lieu of paid overtime, provided that the accumulation and use of such time is approved by the Police Chief (or designee), and the compensatory time is compensated at time and one-half rate. Compensatory time may be used in one-half hour increments.

Maximum compensatory time accrual shall be 240 hours.

Employees who were employed prior to January 1, 2005, with 240 or more hours of accrued and unused compensatory time, may continue to carry such accrual; provided, however, that an employee with 240 or more hours of accrued and unused compensatory time:

- (i) may be paid, upon request, all accrued and unused compensatory time in excess of 240 hours which is not scheduled to be used,
- (ii) shall have their accrual reduced by the number of hours of accrued compensatory time that the employee uses or cashes out, and
- (iii) is prohibited from accruing new compensatory time unless and until such employee's balance falls below 240 hours and then to a maximum amount of 240 hours.

Employees with less than 240 accrued and unused compensatory time may accrue new compensatory time consistent with the foregoing provisions up to a maximum accrual of 240 hours. On or before July 1 of each year, employees may be paid, upon request, for up to eighty (80) hours of any accrued and unused compensatory time which is not scheduled to be used. A request for payment shall be paid within thirty (30) days. Employees will be paid for such hours by a separate direct deposit on the next scheduled pay date.

Upon leaving employment, employees shall be entitled to payment for all accrued and unused compensatory time up to their accrual limit.

- 3.10 Rest Period. In the event a bargaining unit employee working graveyard shift is required by the City to perform work or attend training during their regularly scheduled time off that lasts six hours or more, resulting in the employee having less than an eight-hour rest period before the commencement of their next regularly scheduled graveyard work shift, the employee will be provided at least an eight hour rest period before beginning their next regularly scheduled work

shift. The employee will be paid, at the regular hourly rate of pay, for all hours they were scheduled on their next regularly scheduled work shift but did not work because of the rest period and the employee will report to work for the remainder of the shift following the rest period. The employee will not have their shift extended as a result of the operation of this paragraph.

#### ARTICLE 4 - PROMOTIONS

The following are the requirements to be eligible for promotions within the bargaining unit:

- 4.1 Corporal. To be eligible for promotion to Corporal, a candidate shall have a minimum of three (3) years full time experience as a commissioned police officer with the City of Mercer Island. A candidate with less than three (3) years may petition the Civil Service Commission for a waiver of this requirement.
- 4.2 Sergeant. To be eligible for promotion to Sergeant, a candidate shall hold the rank of Corporal, or have a minimum of three (3) years full time experience as a commissioned police officer with the City of Mercer Island. A candidate with less than three (3) years may petition the Civil Service Commission for a waiver of this requirement.

#### ARTICLE 5 – WAGES

- 5.1 Employees covered by this Agreement shall be compensated in accordance with the pay scale attached hereto as Appendix "A" effective January 1, 2022. This pay scale reflects an across-the-board cost of living adjustment in the amount of 100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W (first half index released in July 2021) plus 1%, which shall be paid retroactively for all pay periods between January 1, 2022 and the date the contract is ratified.
- 5.2 Effective January 1, 2023, the pay scale rates will be increased by an amount that reflects 100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W (first half index released in July 2022) plus 0.5%.
- 5.3 Effective January 1, 2024, the pay scale rates will be increased by an amount that reflects 100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W (first half index released in July 2023).
- 5.4 Employees with no prior police officer experience will normally start at Step A of the pay scale schedule. Employees with prior police officer experience will be hired at an appropriate pay step to be determined by the Police Chief.
- 5.5 Detective Sergeant, Lead Detective, Detective, and School Resource Officer. Any employee who is assigned duties as a Detective Sergeant, Detective, or School Resource Officer shall receive a three and one-half percent (3.5%) increase in their basic hourly rate of pay while acting in such capacity. Any employee assigned duties as the Lead Detective shall receive the equivalent rate of pay to a Corporal's basic hourly rate of pay.
- 5.6 Personnel & Training Sergeant and Marine Patrol Sergeant. Any employee who is designated as the Marine Patrol Sergeant and the Personnel & Training Sergeant shall receive a three percent

(3%) increase in their basic hourly rate of pay while acting in such capacity.

- 5.7 Field Training Officer. A Field Training Officer (“FTO”) assigned to coach a probationary employee shall receive a three percent (3%) increase in their basic hourly rate of pay for each month that the FTO holds that assignment, with a three month minimum. Whenever practical, there shall be a limit of three (3) FTOs per trainee for this purpose. Any officer filling in for less than 2 weeks for the assigned FTO will receive a day-by-day three percent (3%) increase in their basic hourly rate of pay.
- 5.8 Emergency Manager / Crime Prevention Officer. Any employee who is assigned as the Emergency Manager / Crime Prevention Officer shall receive the equivalent rate of pay to a Sergeant’s basic hourly rate of pay and shall be based on the pay scale (Appendix “A”) as utilized by those employees assigned to Squads One or Two in the Patrol section in the same pay step and at the same longevity rate. Upon the retirement of the employee currently serving in this position, the Emergency Manager position will become a non-represented position within the City. The Crime Prevention duties will be distributed to other positions within the bargaining unit by the Police Chief.
- 5.9 Special Operations and Dive Teams Leaders and Range Master. Employees appointed by the Police Chief to serve as the leader of the Special Operations Team, Dive Team, or as Range Master, shall receive a 1% increase in their basic hourly rate of pay during their appointment period.
- 5.10 Night Shift Patrol Employees. Patrol employees assigned to Squad Three or Squad Four shall receive a two percent (2%) increase to their basic hourly rate of pay. Squad Three and Squad Four are night shift squads with the majority of shift hours between 1800 hours and 0600 hours.
- 5.11 Temporary Assignment to Higher Position.
- 5.11.1. A police officer who is temporarily assigned to fill a corporal’s position shall be paid at the higher position basic hourly rate of pay corresponding to the officer’s current level of longevity.
- 5.11.2. A corporal who is temporarily assigned to fill a sergeant’s position shall not receive the higher basic hourly rate of pay unless they fill the sergeant’s position for a consecutive period of time in excess of 21 working days. Upon the 22<sup>nd</sup> day, the corporal serving in the temporary assignment as a sergeant shall begin to receive the higher basic hourly rate of pay corresponding to the Corporal’s current level of longevity.
- 5.11.3. A sergeant who is temporarily assigned to fill a lieutenant’s position shall be paid at the higher position basic hourly rate of pay corresponding to the sergeant’s current level of longevity. This shall apply to those hours actually worked in this position.
- Should the officer, corporal, or sergeant work overtime in the higher position, they shall receive the higher overtime rate for all hours actually worked during the temporary assignment.
- 5.12 Pay Periods and Pay Days. Employees shall be paid one twenty-sixth of their annual salary every fourteen days for all non-overtime hours worked during the work period until the City switches

to a bi-monthly payroll schedule. The City will provide the Association six months' advance notice of the payroll change and will bargain the impacts prior to implementation.

5.13 Lead Detective / Corporal Differential. The differential percentage between police officer Step F (scale) and corporal / lead detective (scale) shall reflect an 8% differential.

5.14 Sergeant and Lieutenant Differential. The differential percentage between police officer Step F (scale) and sergeant (scale) shall reflect a 18% differential. The differential between sergeant (scale) and lieutenant (scale) shall reflect a 15% differential.

5.15 Deferred Compensation. The City shall make participation in the City's deferred compensation program available to employees, provided however, the City shall have no obligation to match any part of an employee's contribution to the Plan.

5.16 Education Incentive Pay.

5.16.1 An employee who holds or obtains an A.A. Degree from an accredited college or university or who can document ninety credit hours toward a bachelor's degree in actual college course work, shall receive a two percent (2%) increase in their basic hourly rate of pay; or

5.16.2 An employee who holds or obtains a B.S. or B.A. Degree from an accredited college or university shall receive a five percent (5%) increase in their basic hourly rate of pay.

5.17 Foreign Language Incentive Pay. Any employee a who passes a City-approved foreign language examination shall receive a one percent (1%) increase in their basic hourly rate of pay. Employees who successfully pass the initial examination will be required to recertify every three years. The employee shall pay for their own certification test. If the employee passes the certification, the City shall reimburse the employee for the expenses of the test. Further, the employee shall demonstrate proficient use of American sign language or fluently speak one or more of the following languages: Spanish, Chinese, Russian, Japanese, Korean, German, French, Ukrainian, Arabic, Farsi, Vietnamese, Laotian.

ARTICLE 6 - LONGEVITY PAY

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

<u>Upon Completion of</u>	<u>Pay Increase %</u> <u>(rounded to nearest whole cent)</u>	
Five years' continuous service	Three percent	(3%)
Ten years' continuous service	Four and one half percent	(4.5%)
Fifteen years' continuous service	Six percent	(6%)
Eighteen years' continuous service	Eight percent	(8%)
Twenty-one years' continuous service	Ten percent	(10%)
Twenty-four years' continuous service	Twelve percent	(12%)

6.2 Longevity pay shall be due and payable beginning on the next regular pay day following the eligible employee's anniversary date and thereafter each consecutive pay period.

- 6.3 Longevity pay shall be included in the employee's basic hourly rate of pay.

ARTICLE 7 – UNIFORM, CLEANING, AND BOOT ALLOWANCE

- 7.1 Uniforms and safety equipment shall be furnished by the City.
- 7.2 The City will provide dry cleaning services for each officer at the rate of four (4) clothing items per week. During this contract, the maximum rate the City shall be required to pay per month shall be \$60.00. This amount shall be multiplied by the number of eligible employees in the bargaining unit on an annual basis to establish the actual cap. This means, for example, if 30 employees were eligible for dry cleaning services in the actual annual cap for the City's contribution would be \$21,600. The City shall provide additional dry-cleaning services if clothing is unusually soiled in the course of duty.
- 7.3 Detectives and the School Resource Officer shall receive a clothing allowance of 1.02% of Step F of patrol officer on the pay scale (Appendix A).
- 7.4 The City shall provide a boot allowance equal to \$100 per year to each bargaining unit employee.

ARTICLE 8 - BENEFIT PLANS

8.1 Medical, Dental and Vision Insurance.

8.1.1 The City shall offer medical, dental, and vision insurance benefits through the LEOFF Health & Welfare Trust ("LEOFF Trust"). If desired, an employee may choose the Association of Washington Cities ("AWC") Benefits Trust Kaiser 200 Plan for medical insurance and the AWC Vision Services Plan in lieu of the LEOFF Trust Medical Plan F. Coverage shall not be reduced during the life of this Agreement.

8.1.2 Insurance premiums to provide employees and their dependents medical, dental, and vision benefits shall be paid by the City. The City shall pay 100% premium cost for medical, dental and vision insurance for all employees, and ninety percent (90%) of premium costs for dependent coverage, for the period of this Agreement. The employer's contribution shall be based on the LEOFF Trust Medical Plan F and LEOFF Trust Dental Plan 2A.

8.1.3 Opt-Out of Medical Coverage. An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of credible coverage through their spouse or other source, shall be entitled to receive 50% of the total premiums that would be paid by the City, contributed to their Retirement Health Savings (RHS) account. Examples: An employee with a spouse would receive the amount equal to 50% of the premiums for themselves and their spouse, minus the 10% employee contribution for the spouse. An employee with two children and spouse would receive the 50% of the equivalent of those premiums, minus the 10% employee contribution for the spouse and dependents.

- 8.2 HRA VEBA. The City shall provide yearly contributions of \$1,200 to the Health Reimbursement

Account (HRA VEBA) of each employee. One-half of the contributions shall be deposited by the second week of January of each year and one-half of the contribution shall be deposited by the second week of July of each year. Any funds not utilized by an employee in a calendar year remain available in subsequent years. The funds accumulated during employment shall be available for qualified expenses after an employee leaves employment with the City. New employees shall receive a pro-rated amount based on their date of hire.

- 8.3 Retirement Plan. Employees covered by this Agreement shall participate in the Washington State Law Enforcement Officers' and Firefighter's Retirement System (LEOFF Plan 2) to the extent permitted by current state law. City contributions on behalf of covered employees shall be governed by the terms of the current state statute and as hereinafter amended.
- 8.4 Service Benefit Plan. All qualified bargaining unit employees shall be entitled to the benefits of this Service Benefit Plan as set forth in Appendix "B". Qualified employees are those employees who are eligible to claim benefits by age and length of service in their respective retirement system.
- 8.5 Worker's Compensation. Worker's compensation shall be provided by the City as provided by law.
- 8.6 Unemployment Compensation. Unemployment compensation shall be provided by the City as provided by law.
- 8.7 Long-Term Disability Insurance. Benefits shall be provided through AWC's Standard Insurance Plan. Insurance premiums to provide qualified employees long-term disability benefits equal to sixty percent (60%) of an employee's salary after a ninety (90) day waiting period shall be paid by the City.
- 8.8 Life Insurance. The City shall provide each bargaining unit employee with a \$50,000.00 term life insurance policy at no cost to the employee.
- 8.9 Retiree Medical Insurance. Any employee retiring from the service of the City, including any disability retirement shall be permitted to participate in the LEOFF Trust medical and dental plans, provided such coverage is available, and further provided that the employee pays the premiums for such coverage (including any additional premium required for dependent coverage).

ARTICLE 9 - HOLIDAYS

9.1 The following thirteen (13) days are recognized by the City as holidays:

- |    |                            |                           |
|----|----------------------------|---------------------------|
| 1. | New Year's Day             | January 1                 |
| 2. | Martin Luther King Jr. Day | Third Monday in January   |
| 3. | President's Day            | Third Monday in February  |
| 4. | Memorial Day               | Last Monday in May        |
| 5. | Juneteenth                 | June 19                   |
| 6. | Independence Day           | July 4                    |
| 7. | Labor Day                  | First Monday in September |
| 8. | Veteran's Day              | November 11               |

9.	Thanksgiving Day	Fourth Thursday in November
10.	Day after Thanksgiving	Fourth Friday in November
11.	Christmas Day	December 25
12.	Floating Holiday	Designated by Employee
13.	Floating Holiday	Designated by Employee

Employees are eligible to take the floating holidays off after January 1 of each calendar year. When the floating holidays are taken as days off, they must be scheduled with the employee's supervisor far enough in advance, so no overtime is required to cover the shift.

9.2 Working on Holidays. Any employee required to work on a non-floating holiday shall be paid one and one-half (1 ½) times the employee's regular hourly rate of pay, including longevity pay, for all hours worked on the holiday; provided, however, that an employee required to work on Thanksgiving, Christmas, or New Year's Day shall be paid two (2) times the employee's regular hourly rate of pay, including longevity pay, for all hours worked on such holidays. Employees required to work on a recognized non-floating holiday shall also receive a subsequent scheduled normal workday off with pay.

9.3 Holiday Leave. If a holiday falls on an employee's scheduled day off and the employee is not required to work the holiday, as a benefit, the employee shall receive another subsequent, scheduled day off with pay, as follows:

9.3.1 Accrual. Per Section 9.1, the City recognizes thirteen (13) paid holidays per calendar year, and each holiday is equal to ten (10) hours for a total of 130 holiday leave hours (13 holidays x 10 hours each = 130 holiday hours per calendar year). Holiday leave shall be front loaded into employees' leave banks every six months. In January of each year, employees shall receive a bank of 65 hours. In July, employees shall receive an additional bank of 65 hours. In the event an employee terminates employment with the City, the City shall deduct the actual cost of any prospective payments made from any final wages due to the employee or take other steps to recover such payment on a pro-rata basis.

9.3.2 Use. Employees may use accrued holiday leave in one-half hour increments. When an employee uses a whole day of holiday leave, the employee uses the amount of leave hours equal to the number of hours in the employee's normal workday.

9.3.3 Maximum Accumulation. Employees shall not accumulate in excess of 80 hours of holiday leave as a result of the operation of Section 3.1, 3.2 or 3.3, unless scheduling difficulties or staffing requirements cause the City to request that an employee not schedule or use an accumulated holiday. Employees who accumulate more than 80 hours of holiday leave will schedule a holiday as soon as practical in order to reduce the number to 80 hours or fewer, or the holidays will be scheduled by the City.

Non-Patrol employees should maintain a minimum number of holiday leave hours to cover the holidays that fall within the front-load time period. If non-patrol employees fail to do so, holidays shall be covered by other accrued leave.

9.3.4 Cash Out Upon Termination. Upon leaving employment, employees shall be entitled to payment



for all unused and accrued holiday leave, up to 80 hours.at their regular hourly rate of pay in effect at the time the employment ends. An employee will be paid for accrued hours over the 80-hour maximum at their regular hourly rate of pay in effect at the time the employment ends, if the employee has made a good faith effort to use the hours but was unable to do so because of the City’s needs.

ARTICLE 10 – VACATION LEAVE

10.1 Accrual. Vacation leave is a benefit accrued by all employees as follows:

<u>MONTHS OF CONTINUOUS SERVICE</u>	<u>HOURS ACCRUED PER MONTH</u>
1st month through 59th month	8 hours per month
60th month through 119th month	10 hours per month
120th month through 179th month	12 hours per month
180th month through 239th month	14 hours per month
240th month or more	16 hours per month

Vacation leave is accrued on a monthly basis and may be used in the month it will be accrued or during the subsequent months.

10.2 Use. Vacation leave may be used in one-half hour increments. When an employee uses a whole day of vacation leave, the employee uses the number of hours of accrued leave equal to the number of hours in the employee’s normal workday.

10.3 Maximum Accrual. Vacation leave may be accrued up to 280 hours. No additional accruals shall be credited to an employee who accrued the maximum, unless there are circumstances beyond the employee's control which preclude the employee from utilizing accrued vacation leave. Such circumstances include, but are not limited to, disability leave, sick leave, or cancellation of scheduled vacation by the City. Employees who accumulate more than 280 hours of vacation will work with their supervisor as soon as practical to schedule vacation leave in order to reduce the number to 280 hours or fewer. Any vacation leave over 280 hours will be forfeited December 31 of each year excess hours are accrued, unless approved by the Police Chief for carryover; however the Police Chief will always approve carryovers in scenarios where the employee has made a good faith effort to use the hours but was unable to do so because of the City’s needs.

10.4 Scheduling. The Police Chief (or designee) will circulate a vacation sign-up sheet before November 1 of each year, provided that the shift bid has been completed, to allow employees to request their preferred vacation times. The City retains the right to schedule vacations in such a way as to minimize interference with functions and workloads in particular sections. The selection for vacation will be made by seniority within the ranks beginning with sergeants, followed by corporals, then officers.

In the Patrol Section, no more than three fully commissioned employees will be authorized vacation at the same time. Of these three employees, no more than two will be patrol supervisors (sergeants and corporals are considered supervisors). All vacations will be scheduled to avoid overlap as much as possible. If two or more employees request the same vacation dates, the decision may be made on the basis of individual employee seniority within the ranks.

The primary vacation leave is defined as one set of continuous dates that the employee intends on using for vacation leave, and the employee has or will have accumulated enough vacation leave to account for the requested time. Once the primary vacation sign-up sheet has been completed and the selected vacations have been inserted into the schedule, the vacation sign-up sheet will be circulated for a second time. This secondary vacation leave request will follow the same rules as the primary sign-up list (including the consecutive day requirement) but will include the additional restriction that this secondary leave request may not cause the shift to fall under the minimum staffing level.

An employee may request an exception to the vacation rule, but the decision is at the discretion of the Operations Commander.

- 10.5 Annual Cash Out of Vacation Leave. Employees may be paid upon request for up to forty (40) hours of any accrued vacation leave or Kelly day which is not scheduled to be used before December 31 of a given year. Employees will be paid for such hours by separate check before December 10 of each year. (Maximum cash out limit is forty hours of either Kelly days, vacation leave, or a combination of both).
- 10.6 Cash Out Upon Termination. Upon leaving employment, employees shall be entitled to payment for all accrued and unused vacation leave, up to 280 hours. This maximum accrual may be raised if the vacation accrual goes beyond 280 hours because of disability, sick leave, or cancellation of scheduled vacation by the City as determined by the Police Chief. Payment shall be at the employee's regular hourly rate of pay in effect at the time their employment ends.

#### ARTICLE 11 - SICK LEAVE

- 11.1 Accrual. As a benefit, employees shall earn 16 hours of paid sick leave per month of employment, up to a maximum of 1040 hours; provided, however, that hours in excess of 1040 may accrue during the year and will be reset to 1040 at the end of the year. In no case may each period of consecutive absence under Section 11.2 or Sections 11.3 through Section 11.4 exceed six months.
- 11.2 Use. Accrued sick leave may be used by an employee to avoid loss of pay if the employee is unable to work due to personal illness or injury, enforced quarantine in accordance with community health regulations, or the serious injury or illness of a family member as defined in RCW 49.46.210, necessitating the employee's presence. Sick leave may be used in one-half hour increments. When an employee uses a whole day of sick leave, the employee uses the number of hours of accrued leave equal to the number of hours in the employee's normal workday.
- 11.3 Notification. When an employee is unable to report for work, the employee must notify their supervisor as soon as reasonably prudent. Failure to do so may result in denial of the use of sick leave for such absence. If the employee is absent from work for more than three consecutive days, the City may require verification from a physician that the sick leave use was for an authorized purpose.
- 11.4 LEOFF Plan 2 Disability Leave. LEOFF Plan 2 employees are covered by the state workers' compensation law, Title 51 of the Revised Code of Washington. Such employees will make timely application for workers' compensation benefits following any on-the-job injury or illness. While a

LEOFF Plan 2 employee is off work due to such an injury or illness, their regular pay, including longevity, shall be continued for up to six months following the date of such illness or injury. The continuation of the LEOFF Plan 2 employee's regular pay for this six-month period shall be funded as follows:

- 11.4.1 For the first five days, any difference between the employee's regular pay and the value of workers' compensation time loss benefits later received shall be funded out of the employee's accrued sick leave.
  - 11.4.2 For the sixth day through the end of the six-month period, any difference between the employee's regular pay and the value of worker's compensation time loss benefits, currently or later received, shall be funded one-half out of the employee's accrued sick leave and one-half by the City.
  - 11.4.3 Should the employee have no accrued sick leave available or exhaust all their accrued sick leave during the time periods referenced in Subsections 11.4.1 or 11.4.2, the City shall fund the portion of the differentials that would have been funded out of the employee's accrued sick leave.
  - 11.4.4 During any portion of the six-month period when the employee will be eligible to receive or is currently receiving worker's compensation time loss benefits, the City shall continue to pay the employee their regular salary. Provided, however, that when the employee receives worker's compensation time loss benefits representing compensation for lost income during such six-month period, the employee will reimburse the City for the value of such worker's compensation benefits received. Provided, further, however, if the employee chooses not to sign an agreement to reimburse the City for the value of the worker's compensation time loss benefits received, the City will continue the employee's salary in an amount equal to the difference between the regular salary and the benefits received.
  - 11.4.5 If an employee uses accrued sick leave to fund the differentials described in Subsections 11.4.1 and 11.4.2, and later receives worker's compensation time loss benefits for such absences, the employee's sick leave will be restored in an amount equal to the value of the worker's compensation benefits received for such absences.
- 11.5 Continuation of Benefits. Employees shall continue to receive all benefits while on sick leave or disability leave; provided, however, employees shall be required to continue to pay any portion of the costs of benefits not otherwise paid for by the City.
- 11.6 Cash Out Upon Retirement. All employees who are eligible for a service retirement under state guidelines for the LEOFF Retirement System shall be eligible to cash out 33% of their accrued sick leave, up to 1040 hours, at their regular hourly rate of pay in effect at the time their employment ends, up to a maximum of \$15,000 in 2022. The maximum cash out amount shall be increased annually by an amount that reflects 100% of the percentage increase in the Seattle/Tacoma CPI-W (semi-annual index released in July. This section shall further include separations due to death or disability retirement of the employee.

### ARTICLE 12 - JURY DUTY AND WITNESS LEAVE

- 12.1 An employee serving on a jury will be excused from work and will be paid the amount the employee would have earned had the employee worked their normal work schedule. The employee will reimburse the City for any compensation received for jury duty.
- 12.2 Any employee who, as a result of their department duties, is required to appear before a court shall be paid for such court appearances at their regular rate of pay. The employee will reimburse the City for any subpoena or witness compensation received.
- 12.3 Any employee who is required to appear before a court, legislative committee, or quasi-judicial body as a witness in response to a subpoena or other directive for other than department duties, shall be allowed to use any accrued holiday leave, vacation leave, or compensatory time to offset any loss of pay for such periods.

### ARTICLE 13 - BEREAVEMENT LEAVE

- 13.1 When death occurs in the immediate family of an employee, they shall be allowed up to three (3) working days off duty with pay so long as the Police Chief finds that the public peace, health, safety, and welfare will not be seriously impaired as a result of the leave granted.
- 13.2 "Immediate family" shall mean the employee's spouse or domestic partner, children, mother and father, the mother and father of the employee's spouse, siblings, grandchildren, grandparents (or employee's spouse's grandparents), son-in-law or daughter-in-law. However, under unusual circumstances, the Police Chief may more broadly construe this term to apply to other persons living within the employee's household, others related to the employee by blood or marriage, or to established foster relationships having attributes of familial ties.

### ARTICLE 14 - PERSONNEL FILES/LAYOFF NOTICE/DISCIPLINE

- 14.1 Employees having completed their probationary period but having less than thirty (30) months in the Department, shall be entitled to fifteen (15) days' notice prior to being laid off due to a reduction in force.
- 14.2 Employees having thirty (30) months or more service in the department shall be entitled to thirty (30) days' notice prior to being laid off due to a reduction in force.
- 14.3 Just Cause for Discipline. The City shall not discipline or discharge any employee unless just cause for such discipline exists.
- 14.4 Personnel Files. Written warnings and internal investigation files pertaining to such written warnings shall not be considered in future disciplinary purposes after a maximum period of two years, provided there is no reoccurrence of similar misconduct for which the employee was disciplined during that two-year period. Any record of more serious discipline, including any related internal investigation files, shall not be considered for disciplinary purposes after a maximum period of five years if there is no recurrence of similar misconduct for which the employee was disciplined during that five-year period.

ARTICLE 15 - GRIEVANCE PROCEDURE

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

Step I: The employee or the Association shall formally submit grievances in writing to the Police Chief (or designee). Such submissions shall state the factual basis for the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Grievances not filed within forty-five (45) calendar days from the date the employee knew or reasonably should have known of the alleged violation, shall be deemed waived for all purposes.

The Police Chief (or designee) shall convene a Step I meeting within ten (10) calendar days of receipt of the grievance. Attendance at such meeting may include appropriate supervisors, Association representative, and/or the individual grievant. The Police Chief (or designee) shall render a decision in writing to the Association within seven (7) calendar days after the conclusion of the Step I meeting.

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

Step III: Within thirty (30) days of receipt of the Step II answer from the City, the Association must give written notice to the City Manager or Acting City Manager of its intent to arbitrate any remaining dispute or the grievance will be considered time barred. In the event of a "disciplinary grievance," meaning a grievance regarding any disciplinary action, discharge, or termination decision, PERC shall appoint an arbitrator as provided for in State law. For non-disciplinary grievances, the arbitrator shall be mutually selected by the parties or, if they cannot agree, from a list requested from the American Arbitration Association. Only grievances which involved an alleged violation by the City of a specific article or provision of the Agreement, and which are presented to the City in writing during the term of this Agreement, and which are processed in the manner and within the time limits herein provided, shall be subject to arbitration.

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

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

#### ARTICLE 16 - INSURANCE PROTECTION

- 16.1 The City shall indemnify and defend any police officer employee against any claim or suit, where such claim or suit arose because such employee exercises their authority as a Mercer Island Police Officer. The City shall pay on behalf of any employee in the bargaining unit any sums which the employee shall be legally obligated to pay as a result of that employee's reasonable and lawful activities and exercise of authority within the scope of their duties and responsibilities as a Mercer Island Police Officer.

This protection shall also apply for any claims or suits arising from said employee's authorized off-duty employment; provided such claim or suit results from the employee's reasonable and lawful activities and exercise of authority within the scope of his/her duties and responsibilities as a Mercer Island Police Officer. This shall not preclude the City from recovering losses, to the extent coverage is otherwise provided by the off-duty employer, or off-duty employer's insurer. Indemnity and defense shall not be provided by the City for any dishonest, fraudulent, criminal, or malicious act.

#### ARTICLE 17 - SAVINGS CLAUSE

- 17.1 Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement provision.
- 17.2 The parties agree that except where matters are covered by express provisions of this agreement, the employees are subject to the Rules of the Mercer Island Civil Service Commission and any alleged violation of contractual provisions also covered by Civil Service Rules may be adjudicated either through the Civil Service Appeals process or through the grievance process, provided that, the filing of a Civil Service Appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the subject employee's right to further pursue their grievance or the Association's right to require the City to arbitrate the grievance. Provided further, that nothing in this Section shall be construed as a waiver of any right that the Association may have to require the City to engage in collective bargaining.

#### ARTICLE 18 – MANAGEMENT RIGHTS

- 18.1 Subject to the terms and limitations of this Agreement, the management of the Police Department is vested in the City.

#### ARTICLE 19 - SCOPE OF AGREEMENT

- 19.1 The parties agree that this Agreement is their complete Agreement and that all Agreements between the parties are merged into this Agreement, but they may be modified by mutual agreement.

ARTICLE 20 – DRUG AND ALCOHOL TESTING POLICY

- 20.1 The parties agree to follow the Drug and Alcohol Testing Policy attached to this agreement as Appendix “C”.

ARTICLE 21 - BILL OF RIGHTS

- 21.1 When any employee of the Department is under investigation for an act that could lead to punitive action, including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation they are being interrogated, such interrogation shall be conducted under the following terms and conditions:

- 21.1.1 All interrogations shall be at a reasonable hour;
- 21.1.2 The employee under investigation shall be informed of the nature of the investigation and the person in charge of the investigation and will be allowed to bring an attorney or Association Representative to represent him in the matter;
- 21.1.3 The length of time of the interrogation shall be reasonable, and the employee being interrogated shall have the right to attend to their own personal physical necessities;
- 21.1.4 There shall be no threats, abusive language or promises made during the interrogation; however, the employee may be informed that if he is given immunity from criminal action that their refusal to truthfully answer questions concerning their official duties may be subject to dismissal or other punitive actions;
- 21.1.5 If the investigation may lead to criminal charges, the employee must be informed of their constitutional rights;
- 21.1.6 No employee shall be required to take a polygraph test and no adverse comment may be included in their personnel file or disciplinary hearing for their failure to take such polygraph test (RCW 49.44.120); and
- 21.1.7 No locker or other space assigned to an employee under investigation shall be searched, without their consent, except as a result of a search warrant.

ARTICLE 22 - PHYSICAL FITNESS

- 22.1 The Association and the City agree that the physical fitness of Association members is important to their health and safety. Physical fitness is the personal responsibility of each Association member. The City and the Association will both support and encourage officers to be physically active and to be involved in a personal program of regular exercise.
- 22.2 Voluntary Physical Fitness Incentive Pay. An employee who passes a physical fitness test shall be eligible to receive a two percent (2%) increase to their basic hourly rate of pay (“Physical Fitness Incentive Pay”).

The physical fitness test is voluntary and will be modeled after the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy (BLEA) Physical Ability Test (PAT). The Police Chief will appoint an employee to proctor the test which will take place while employees are on-duty and will be coordinated to minimize overtime. The test will be administered in the first quarter (January-March) of each year.

Physical Fitness Incentive Pay will be paid to employees who pass the annual physical fitness test starting April 1 of each year through March 31 of the following year.

22.3 Smoking is not permitted within the police building or in any of the Department vehicles.

ARTICLE 23 – PUBLIC RECORDS DISCLOSURE

23.1 The City shall not publicly disclose public records pertaining to individual Association members, except as required by statute or policy. If a request for such records has been made in accordance with applicable state and City legal requirements, and the City determines that the records must be disclosed according to law, the City shall notify the Association and individual Association member ten (10) days prior to the release of public records. The 10-day notice may be waived by mutual agreement of the parties.

ARTICLE 24 - TERM OF AGREEMENT

24.1 This Agreement shall be effective January 1, 2022, and it shall remain in full force and effect until December 31, 2024.

DATED AND SIGNED THIS \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MERCER ISLAND

MERCER ISLAND POLICE ASSOCIATION

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

\_\_\_\_\_  
Scott Schroeder, Association President

Attest:

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

Approved as to Form:

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





APPENDIX "A" – Pay Scale

MERCER ISLAND POLICE								
January 1, 2022 Pay Scale								
4.3% COLA Increase Over December 31, 2021								
STEP %	Basic Hourly 2022	Basic BI-WEEKLY	Basic MONTHLY	Basic ANNUAL	O.T.	ACTING	NIGHT SHIFT PREMIUM	FTO
A	36.61	2,929	6,346	76,157	54.92	16.24	0.73	1.10
B (Month 7)	38.53	3,082	6,678	80,136	57.79	14.33	0.77	1.16
C (Month 19)	40.81	3,265	7,074	84,889	61.22	12.05	0.82	1.22
D (Month 31)	42.95	3,436	7,444	89,333	64.42	9.91	0.86	1.29
E (Month 43)	45.10	3,608	7,817	93,798	67.64	7.76	0.90	1.35
F (Month 55)	48.94	3,915	8,483	101,801	73.41	3.92	0.98	1.47
3% (5 Years)	50.41	4,033	8,738	104,855	75.62	4.03	1.01	1.51
4.5% (10 Years)	51.15	4,092	8,865	106,382	76.72	4.09	1.02	1.53
6% (15 Years)	51.88	4,150	8,992	107,909	77.82	4.15	1.04	1.56
8% (18 Years)	52.86	4,229	9,162	109,945	79.29	4.23	1.06	1.59
10% (21 Years)	53.84	4,307	9,332	111,981	80.76	4.31	1.08	1.62
12% (24 Years)	54.82	4,385	9,501	114,017	82.22	4.39	1.10	1.64
<b>CORPORAL = 8% OVER POLICE OFFICER</b>								
CORPORAL	52.86	4,229	9,162	109,945	79.29	4.89	1.06	1.59
3% (5 Years)	54.44	4,356	9,437	113,243	81.67	5.04	1.09	1.63
4.5% (10 Years)	55.24	4,419	9,574	114,892	82.86	5.11	1.10	1.66
6% (15 Years)	56.03	4,482	9,712	116,542	84.04	5.19	1.12	1.68
8% (18 Years)	57.09	4,567	9,895	118,741	85.63	5.29	1.14	1.71
10% (21 Years)	58.14	4,652	10,078	120,939	87.22	5.38	1.16	1.74
12% (24 Years)	59.20	4,736	10,262	123,138	88.80	5.48	1.18	1.78
<b>SGT / EMERGENCY MGR BASE = TOP PATROL OFFICER + 18%</b>								
SGT/Emergency Mgr	57.75	4,620	10,010	120,125	86.63	8.66	1.16	
3% (5 Years)	59.48	4,759	10,311	123,729	89.23	8.92	1.19	
4.5% (10 Years)	60.35	4,828	10,461	125,531	90.53	9.05	1.21	
6% (15 Years)	61.22	4,897	10,611	127,333	91.83	9.18	1.22	
8% (18 Years)	62.37	4,990	10,811	129,735	93.56	9.36	1.25	
10% (21 Years)	63.53	5,082	11,011	132,138	95.29	9.53	1.27	
12% (24 Years)	64.68	5,175	11,212	134,540	97.02	9.70	1.29	
<b>LT BASE = SGT BASE + 15%</b>								
LT	66.42	5,313	11,512	138,144	99.62		1.33	
3% (5 Years)	68.41	5,473	11,857	142,288	102.61		1.37	
4.5% (10 Years)	69.40	5,552	12,030	144,360	104.11		1.39	
6% (15 Years)	70.40	5,632	12,203	146,432	105.60		1.41	
8% (18 Years)	71.73	5,738	12,433	149,195	107.59		1.43	
10% (21 Years)	73.06	5,845	12,663	151,958	109.59		1.46	
12% (24 Years)	74.39	5,951	12,893	154,721	111.58		1.49	

**APPENDIX "B"**  
**SERVICE BENEFIT PLAN**

This Service Benefit Plan is attached to and a part of the Collective Bargaining Agreement (Agreement) between the City of Mercer Island (Employer) and the Mercer Island Police Association (Association). Association members (Employees) shall be entitled to the benefits of this Service Benefit Plan as set forth in the following paragraphs.

- 1. Qualification. Employees shall be qualified to participate in this Service Benefit Plan upon (a) completion of a minimum of ten (10) years of service with the City, and (b) eligibility to retire as required in Article 8.3 of the Agreement. Employees shall not be qualified to participate in this Service Benefit Plan if terminated for disciplinary reasons and such discipline is sustained upon final appeal.
- 2. Service Benefit. Upon qualified separation from employment with the City, employees shall be paid the sum of the following in recognition of years of service to the City of Mercer Island:
  - A. \$13,789.17 plus;
  - B. The applicable amount from the following table:

<u>Years of Service</u>	<u>Amount for 2021</u>
Up through 14 years	\$0
15 - 19 years	\$3,553.93
20 - 24 years	\$5,334.12
25 - 29 years	\$8,002.27
30 years and above	\$9,778.15

The amounts set forth in Parts A and B shall be adjusted upwards annually in an amount equal to 100% of the cost of living. The cost-of-living index in Article 5.1 of the Agreement shall be used.

- 3. Payment. Payment of amounts due under this Service Benefit Plan shall be made to an eligible Employee in the Employee’s final check from the City.

**APPENDIX "C"**  
**DRUG AND ALCOHOL TESTING POLICY**

**I. POLICY**

- A. Reporting to work under the influence of alcohol and /or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination. Each employee must inform the City if they are using prescription or over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the City may require the employee to provide written medical authorization from a physician to perform various essential job functions while using such drugs.
- B. A voluntary request by an employee for assistance with their own alcohol or drug abuse problem will remain confidential and such abuse, request and treatment/rehabilitation for alcohol or drug abuse shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to commencement of any internal investigation or other related disciplinary action.
- C. Treatment/rehabilitation for alcohol or drug abuse undertaken by an employee following commencement of any internal investigation or other disciplinary action shall be considered by the City in administering discipline to the employee.

**II. DEFINITION**

- A. For the purpose of administering this Policy the following definition of terms is provided:
1. Alcohol - means the intoxicating agent in alcoholic beverages, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
  2. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it.
  3. Illegal Drug – means any drug for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by federal or state law or the intentional misuse of a prescription or over-the-counter drug.
  4. Over-the-counter Drug – means those drugs that are generally available without a prescription and are limited to those drugs that are capable of impairing the judgment of an employee to safely perform the employee’s duties.
  5. Prescription – means any drug used in the course of medical treatment and that has been prescribed and authorized for use by a licensed health care professional.
  6. Reasonable Suspicion – Reasonable suspicion is based on specific, reliable, credible objective facts and reasonable inferences from those facts, that discovery testing will produce evidence of a violation of this policy.

7. Under the Influence – means having alcohol or illegal drugs in the body in excess of the concentration cutoff levels established in this Policy.

### **III. WHEN TESTING IS REQUIRED**

- A. An employee may be required to submit to drug or alcohol testing only when there is reasonable suspicion to believe that the employee is in violation of this policy. Reasonable suspicion will not be used to harass or intimidate any employee.
1. The basis for the reasonable suspicion shall be documented in writing prior to or at the time the employee is requested to submit to testing.
  2. An Association representative shall be summoned before the employee is approached and the Association representative shall be present when the employee is first told of the reasonable suspicion, unless obtaining an Association representative will delay the notification required by this section for more than two (2) hours.
  3. The employee shall be given an opportunity to confer with the Association representative (if readily available), and the employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to prescription or over-the-counter drugs, fatigue, exposure to toxic substances, or any other reasons known to the employee, to the City representative telling the employee the basis for reasonable suspicion. The Association representative may be present during this discussion.
- B. An employee who refuses to submit to testing for alcohol and/or drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Policy, and therefore will be subject to discipline, up to and including immediate discharge.

### **IV. COLLECTION/TESTING PROCEDURES**

- A. The Association representative shall be allowed to accompany the employee to the collection site.
- B. Alcohol Testing
1. Alcohol testing will be conducted by a trained Breath Alcohol Technician ("BAT") using an Evidential Breath Testing Device ("EBT") which the BAT has been trained to operate in conformance with Department of Transportation's Procedures for Transportation Workplace Alcohol Testing, 49 CFR 40.221, et. seq. ("DOT Procedures")
  2. Alcohol testing shall take place at a facility that meets the requirements of the DOT Procedures.
  3. The procedures used for conducting all screening and confirmation alcohol tests shall be in conformance DOT Procedures.
  4. The cutoff levels for screening and confirmation alcohol tests shall be .02 breath alcohol.

- 5. The procedures used for reporting the results of alcohol tests shall be in conformance with DOT Procedures.

C. Drug Testing

- 1. All specimens for drug testing shall be obtained at a collection site that shall have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing in accordance with the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Work Place Testing Programs (“Mandatory Guidelines”).
- 2. All specimens shall be collected in conformance with the specimen collection procedures set forth in the Mandatory Guidelines. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures.
- 3. A split specimen method of collection shall be used, and the split specimen method of collection shall be in conformance with the Mandatory Guidelines.
- 4. All testing shall be done at a Department of Health and Human Services, Substance Abuse and Mental Health Services Administration certified laboratory and transportation of the specimen to the laboratory shall be in conformance with the Mandatory Guidelines.
- 5. Laboratory security, chain of custody, and analysis procedures shall be in conformance with the Mandatory Guidelines.
- 6. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used:

Initial Test Level (ng/mL)

<b>(Nanograms per milliliter)</b>	<b>(ng/ml) Test Level</b>
Amphetamines	1000
Cannabinoids	50
Cocaine metabolites	300
Opiates (codeine / morphine)	300
Phencyclidine	25
Level of the positive result for alcohol	0.02 Breath alcohol

- 7. Specimens that test negative on all initial immunoassay tests will be reported negative. No further testing of these negative specimens for drugs is permitted.
- 8. All specimens identified as positive on the initial test shall be confirmed for the class(es) of drugs screened positive on the initial test using gas chromatography/mass

spectrometry (GC/MS) in conformance with the Mandatory Guidelines at the following cutoff values:

<b>Confirmatory Test Level</b>	<b>(ng/mL)</b>
Amphetamines	500
Cannabinoids (1)	15
Cocaine metabolites (2)	150
Opiates (codeine / morphine)	2000
Phencyclidine	25
1 Delta-9-tetrahydrocannabinol-9-carboxylic acid	
2 Benzoyllecgonine	

9. Specimens that test negative on confirmatory tests shall be reported negative and no further testing of these specimens for drugs is permitted.
  
10. An essential part of this drug testing program is the final review and reporting of results. The final review and reporting of the results of such drug testing shall be in conformance with the Mandatory Guidelines.
  - a. This review shall be performed by the Medical Review Officer (“MRO”) prior to the transmission of results to the City. A positive test result does not automatically identify an employee as being in violation of this Policy. The MRO will consider alternate medical explanations in conjunction with their review.
  - b. The qualifications and responsibilities of the MRO shall be in conformance with the Mandatory Guidelines.
  - c. Prior to making a final decision to verify a positive test result, the MRO shall give the employee an opportunity to discuss the test result with him or her in conformance with the Mandatory Guidelines.
  - d. Upon notification by the MRO that an employee has a verified positive drug test or refusal to test because of adulteration or substitution, the employee shall have 72 hours from the time of notification to request a test of the split specimen. The request may be verbal or in writing.
  - e. When an employee makes a timely request for a test of the split specimen the MRO shall immediately provide written notice to the laboratory that tested the primary specimen directing the laboratory to forward the split specimen to a second HHS certified laboratory for confirmation testing in accordance with this Policy.

Following verification of a positive test result, the MRO shall report the result to the City's official designated to receive results.

In the future, the City may add to the list of prohibited drugs any drug which the federal government adds to their list as prohibited for DOT workers. The City will follow the same cutoff

levels and screening procedures used by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Work Place Testing Programs (“Mandatory Guidelines”).

#### **V. CONSEQUENCE OF A NEGATIVE TEST**

- A. In the event the test results are reported as negative, such test results shall be destroyed, the employee shall be paid for lost work time due to the testing, and no discipline shall be levied against the employee based upon the testing process and/or the result of the testing process.

#### **VI. CONSEQUENCES OF A POSITIVE TEST**

- A. In the event the MRO reports the test results positive, an employee who tests positive for any of the drugs or alcohol referred to in this Policy may be subject to discipline, up to and including termination.
- B. Nothing in this Policy shall be construed to limit the City’s right to discipline/discharge a bargaining unit employee for violations of this or any other City / Department policy.
- C. Nothing in this Policy shall be construed to limit or abridge any of the rights set forth in the collective bargaining agreement between the Association and the City and/or any rights provided by federal and state law.

#### **VII. RECORDKEEPING**

- A. All records related to the alcohol or drug testing of an employee shall be treated as confidential medical records.
- B. Any employee who is the subject of an alcohol or drug test shall, upon written request, have access to any and all records relating to their drug test and any records relating to the results of any relevant certification, review, or revocation-of-certification proceedings. Such access shall not include communications protected by attorney-client privilege.

#### **VIII. RIGHT OF APPEAL**

- A. Employees and the Association have the right to challenge an alleged violation of this Policy and/or the results of alcohol and drug testing through the grievance procedure set forth in the collective bargaining agreement between the Association and the City.

#### **IX. RIGHT OF ASSOCIATION PARTICIPATION**

- A. At any time, the Association, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results, provided that such inspection does not delay any testing procedure. The Association may inspect individual test results if the release of this information is authorized by the employee involved.

#### **X. ASSOCIATION HELD HARMLESS**



- A. The City shall be solely liable for any legal obligations and costs arising out of the provisions of this Policy and/or application of this Policy, except as otherwise provided herein.
- B. The Association shall be held harmless for all claims arising out of errors, omissions or negligent acts by the third-party contractors hired by the City to conduct the drug testing under this Policy, including failure to abide by the protocol established by this Policy; and for all claims arising out of the implementation/administration of this Drug Policy, except for a failure of the Association to file a timely grievance based on known violations of Article III(A) of this policy.

# **AGREEMENT**

**By and Between**

**CITY OF MERCER ISLAND, WASHINGTON**

**and**

**MERCER ISLAND POLICE ASSOCIATION  
(SUPPORT)**

**January 1, 2022 – December 31, 2024**

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**AGREEMENT**  
**By and Between**  
**CITY OF MERCER ISLAND, WASHINGTON**  
**and**  
**MERCER ISLAND POLICE ASSOCIATION**  
**(SUPPORT)**

This Agreement is effective the 1st day of January, 2022 and is entered into by and between the City of Mercer Island, Washington, hereinafter, referred to as the "Employer" or "City" and the Mercer Island Police Association, hereinafter referred to as the "Association," representing the Support Services Bargaining Unit. All terms and conditions of this Agreement shall be effective January 1, 2022 through December 31, 2024.

**ARTICLE 1 – RECOGNITION**

- 1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all of its full-time and part-time Police Department employees employed in work classifications set forth in Appendix "A". It is agreed that temporary and on-call employees are not covered by this Agreement.

**ARTICLE 2 - UNION MEMBERSHIP**

- 2.1 The City recognizes that bargaining unit members may, at their discretion, become members of the Association. The City shall not discriminate against any employee because of their membership status or Association activity.
- 2.2 The City shall provide the Association with the name, address, and telephone number of all new bargaining unit members. As soon as practicable, the Employer shall provide an opportunity for the Association to meet with new bargaining unit members to discuss Association representation. When requested by the Association, the Employer shall provide the Association with a roster of employees covered by this Agreement.
- 2.3 Upon written authorization by an employee and approval by a representative of the Association, the City agrees to deduct from the wages of each employee the sum certified as initiation dues, assessments, and monthly Association dues, and forward the sum to the Association's Secretary or Treasurer. The Association agrees that it shall indemnify the City and save the City harmless from any and all claims, awards, judgments, attorney's fees, or other litigation costs which may be made by an employee or employees against the City by virtue of the application of this section.
- 2.4 An employee may revoke their authorization for payroll deduction of payments to the Association by written notice to the Employer and Association.
- 2.5 Designated representatives of the Association shall suffer no loss of pay while performing functions related to the administration of this Agreement, provided reasonable advance notification is given to the appropriate supervisor. The City retains the right to restrict such activities when an emergency exists or where such activities would create a danger to public

safety.

### ARTICLE 3 – DEFINITIONS

- 3.1 Probationary Employee. A support services employee who has not completed the first twelve months of continuous employment. Probationary employees shall earn benefits and shall be eligible to use them as provided in this Agreement.
- 3.2 Regular Employee. An employee who has successfully completed their probationary period. Regular employees receive benefits as set forth in this Agreement.
- 3.3 Casual Employee. An employee who is hired to work on an as needed basis.
- 3.4 Full-Time Employees. An employee who is hired to work the normal work schedule as defined in Section 4.2.
- 3.5 Part-Time Employees. An employee who is hired to work one-half of the normal work schedule or more as defined in Section 4.2.
- 3.6 Anniversary Date. One year after an employee's date of hire and that date every year thereafter.
- 3.7 Basic Hourly Rate of Pay. Basic hourly rate of pay shall mean the hourly rate as shown in "Basic Hourly" of the pay scale in Appendix A, which includes any longevity and rank pays, but does not include any other additional pays.
- 3.8 Regular Hourly Rate of Pay. Regular hourly rate of pay shall mean the total non-overtime compensation (inclusive of basic pay and all other pays, such as premium and/or incentive pay) received by an employee. For purposes of calculating the regular hourly rate of pay, each additional pay will be calculated separately first and then added together with the basic pay to determine the regular rate. For example, if an employee's basic pay is \$45 and an employee has one additional pay of 2%, then you would take 2% of \$45 (\$0.90) and add it to \$45 for a total regular hourly rate of pay of \$45.90. If the employee received two additional pays at 2% each, their regular hourly rate of pay would be: \$45 + \$0.90 + \$0.90 (\$46.80). It would not be calculated by adding the additional pays of 2% and 2% together for 4% and then multiplying the 4% by \$45.

### ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.1 Normal Workday for Records Section/Police Support Officer /Evidence Technician. The normal workday for full-time Records Specialists shall consist of eight (8) consecutive hours, including a paid thirty (30) minute meal period. The normal workday for Police Support Officer shall consist of eight (8) consecutive hours and include a thirty (30) minute meal period. An employee assigned as a Police Support Officer shall be subject to immediate call out during meal and rest periods. The normal workday for part-time employees, including the Evidence Technician, shall consist of four consecutive hours, not to include a meal period.
- 4.2 Normal Work Schedule for Records Section/Police Support Officer/Evidence Technician. The normal work schedule for Records Section employees shall be five consecutive normal workdays

followed by two consecutive days off. In order to facilitate adequate coverage due to illness or vacation, the normal work schedule may be modified. Depending upon special needs and events as determined by the City, the Police Support Officer may be assigned to work some evening shifts and weekends, in lieu of the normal eight (8) hour shift, five (5) days on, followed by two (2) days off schedule. In addition, for employees filling Records Specialist positions, alternate work schedules may be utilized upon mutual agreement of both parties. All unit employees will receive a thirty (30) minute meal period and two (2) fifteen (15) minute rest periods each workday.

- 4.3 Normal Work Schedule for Marine Support Officer. The Marine Support Officer(s) shall work an eight (8) hour shift with five (5) days on, followed by two (2) days off, followed by five (5) eight (8) hour days on, followed by three (3) days off. This 5-2/5-3 schedule will be implemented during the boating season, which extends from April 1 through September 30, annually. For the remainder of the year, a 5-2, eight (8) hour schedule will be implemented. This annual schedule accounts for 2,040 hours worked and as a result, the Marine Support Officer(s) shall work one (1) extra eight (8) hour shift in the vicinity of April 1 of each year and another one (1) extra eight (8) hour shift in the vicinity of September 30 of each year, provided that the extra shift does not result in a work week in excess of forty (40) hours.
- 4.4 Normal Work Week Full-Time. The normal work week shall consist of forty hours of work within a consecutive seven-day period.
- 4.5 Overtime. All hours worked in excess of eight (8) in one day, all hours worked in excess of the normal work week, excluding part-time's normal work week, or all hours worked on a scheduled off duty day shall be considered overtime. Overtime shall be paid at one and one-half times the employee's regular rate of pay. Overtime must be authorized by the City. Time paid for, but not worked shall not count as hours worked for purposes of computing overtime. Hours paid at the overtime rate are not hours worked or paid hours for purposes of computing longevity increments or retirement benefits. The City shall attempt to meet its overtime requirements on a voluntary basis.
- 4.6 Compensatory Time. The City shall pay all authorized overtime on a cash basis. Provided, however, that nothing in this Article shall be construed as to prohibit the employee the option of taking compensatory time off in lieu of paid overtime, provided the accumulation and use of such time is provided by the administrative officer or officer officially acting in that capacity, and the compensatory time is compensated at the time and one-half rate. Provided, further, however, that in no case may an employee accrue more than 240 hours of compensatory time. Compensatory time may be used or cashed out in one-quarter of an hour increments. Upon termination of employment with the City, the employee will be paid for all unused compensatory time at the employee's current regular rate of pay or the average of the employee's regular rate of pay during the preceding three years, whichever is higher. Cash-outs of unused compensatory time include longevity pay.
- 4.7 Rest and Meal Periods. Meal and rest periods shall be handled in accordance with W.A.C. 296-126-092.
- 4.7.1 Employees shall be allowed a meal period of at least 30 minutes which commences no less than two hours nor more than five hours from the beginning of the workday.

- 4.7.2 No employee shall be required to work more than five consecutive hours without a meal period.
- 4.7.3 Full time employees working three or more hours longer than a normal workday shall be allowed at least one 30-minute meal period prior to or during the overtime period.
- 4.7.4 Employees shall be allowed a rest period of not less than ten minutes, on the City's time, for each four hours of working time. Rest period shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.
- 4.7.5 Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each four hours worked; scheduled rest periods are not required.
- 4.8 Pay Periods and Pay Days. Employees shall be paid every fourteen days until the City switches to a bi-monthly payroll schedule. The City will provide the Association six months' advance notice of the payroll change and will bargain the impacts prior to implementation.
- 4.9 Call Back. An employee called in to work after completing their normal workday or normal work schedule, excluding part-time employees, shall be paid a minimum of three hours at time and one-half times their regular rate of pay. Employees who are not notified by 5:00 p.m. on the day prior to a scheduled court appearance that their testimony is not necessary, shall receive the minimum call back pay provided herein, whether or not they ultimately appear. Notice may be achieved by voice mail provided that such system electronically time/date stamps messages.

## ARTICLE 5 – WAGES

- 5.1 Records Supervisor, Records Specialist, and Evidence Technician. Records Supervisor, Records Specialist, and Evidence Technician employees shall be compensated in accordance with the pay scale attached to this Agreement marked Appendix "A." This pay scale shall be considered a part of this Agreement.
- 5.1.1 Effective January 1, 2022, the pay scale will be increased by an amount that reflects 100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W (first half index released in July 2021) plus 1%, which shall be paid retroactively for all pay periods between January 1, 2022 and the date the contract is ratified, if any.
- 5.1.2 Effective January 1, 2023, the pay scale will be increased by an amount that reflects 100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W (first half index released in July 2022) plus 0.5%.
- 5.1.3 Effective January 1, 2024, the pay scale will be increased by an amount that reflects 100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W (first half index released in July 2023).
- 5.2 Marine Support Officer and Police Support Officer. Marine Support Officer and Police Support Officer employees shall be paid at a rate of 75% of a fully commissioned officer assigned to Squads

One or Two in Patrol in the same pay step and at the same longevity rate, which can be found in Articles 5 and 6 of the current Mercer Island Police Association Collective Bargaining Agreement (Commissioned).

5.2.1 Education Incentive Pay. Any member:

- (a) who holds or obtains an A.A. Degree from an accredited college or university or who can document ninety credit hours toward a bachelor’s degree in actual college course work, shall receive a 2% increase to their basic hourly rate of pay; or
- (b) who holds or obtains a B.S. or B.A. Degree from an accredited college or university, shall receive a 5% increase to their basic hourly rate of pay.

5.2.2 Double Time for Dive Team Missions. When the Marine Support Officer responds to an actual mission (call-out) with the City’s Dive Team, such employee shall receive a rate of pay that is double their regular hourly rate of pay.

ARTICLE 6 - LONGEVITY PAY

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

<u>Upon Completion of</u>	<u>Pay increase % (rounded to nearest whole cent)</u>	
Five years' continuous service	Three percent	(3%)
Ten years' continuous service	Four- and one-half percent	(4.5%)
Fifteen years' continuous service	Six percent	(6%)
Eighteen years' continuous service	Eight percent	(8%)
Twenty-one years' continuous service	Ten percent	(10%)
Twenty-four years' continuous service	Twelve percent	(12%)

6.2 Longevity pay shall be due and payable beginning on the next regular pay day following the eligible employee's anniversary date, and thereafter each consecutive pay period.

6.3 Longevity pay shall be included in the employee's basic hourly rate of pay.

ARTICLE 7 – [DELETED]

ARTICLE 8 – UNIFORM, CLEANING AND BOOT ALLOWANCE

8.1 Uniforms shall be furnished by the City in the event that they are required.

8.2 The City will provide dry cleaning services for each employee at the rate of four (4) clothing items per week. During this contract, the maximum rate the City shall be required to pay per month shall be \$30.00. The City shall provide additional dry-cleaning services if clothing is unusually soiled in the course of duty.



- 8.3 The Marine Support Officer will receive \$150 per year for the purchase of footwear. The Police Support Officer will receive \$100 per year for the purchase of footwear.

## ARTICLE 9 - BENEFIT PLANS

### 9.1 Medical, Dental and Vision Insurance.

- 9.1.1 The City shall offer medical, dental, and vision insurance benefits through the LEOFF Health & Welfare Trust ("LEOFF Trust"). If desired, an employee may choose the Association of Washington Cities ("AWC") Benefits Trust Kaiser 200 Plan for medical insurance and the AWC Vision Services Plan in lieu of the LEOFF Trust Medical Plan F. Coverage shall not be reduced during the life of this Agreement.
- 9.1.2 Insurance premiums to provide employees and their dependents medical, dental, and vision benefits shall be paid by the City. The City shall pay 100% premium cost for medical, dental, and vision insurance for all employees, plus 90% of premium costs for dependent coverage, for the period of this Agreement. The City's contribution shall be based on the LEOFF Trust Medical Plan F and LEOFF Trust Dental Plan 2A.
- 9.1.3 Opt-Out of Medical Coverage. An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of credible coverage through his / her spouse or other source shall be entitled to receive 50% of the total premiums that would be paid by the City, contributed to their Retirement Health Savings (RHS) account. Examples: An employee with a spouse would receive amount equal to 50% of the premiums for his / herself and spouse, minus the 10% employee contribution for the spouse. Employee with two children and spouse would receive the 50% of the equivalent of those premiums, again minus the 10% employee contribution for the spouse and dependents.
- 9.2 VEBA HRA. The City shall provide yearly contributions of \$1,200 to the Health Reimbursement Account (VEBA) of each employee. One-half of the contributions shall be deposited by the second week of January of each year and one-half of the contribution shall be deposited by the second week of July of each year. Any funds not utilized by an employee in a calendar year remain available in subsequent years. The funds accumulated during employment shall be available for qualified expenses after an employee leaves employment with the City.
- 9.3 Retirement Plan. Employees shall be enrolled and covered to the extent required and allowed by the applicable State of Washington Department of Retirement Systems Plan. All qualified bargaining unit employees who retire during the term of this Agreement may elect, at any time, to claim benefits under the Early Retirement Plan using the Early Incentive Retirement work sheet attached as Appendix "B." A qualified employee is an employee who has reached age 55 and is vested in their respective retirement plan. The Early Retirement Plan will no longer be available after December 31, 2024, and the Early Incentive Retirement work attached as Appendix "B" shall be removed from any successor agreement.
- 9.4 Worker's Compensation. Worker's compensation shall be provided by the City as provided by law.
- 9.5 Unemployment Compensation. Unemployment compensation shall be provided by the City as

provided by law.

- 9.6 Life Insurance. The City shall provide and pay the premiums for \$50,000 life insurance for each employee covered by this Agreement.

#### ARTICLE 10 – PART-TIME MARINE PATROL TECHNICIANS

- 10.1 Part-Time Marine Patrol Technicians. The wages, hours, and other conditions of employment for part-time Marine Patrol Technicians (also referred to as “Marine Patrol Assistants”) shall be governed by Appendix “A.” Appendix “A” shall be considered a part of this Agreement.

#### ARTICLE 11 - SICK LEAVE

- 11.1 Accrual. As a benefit, employees shall accrue sick leave at the rate of one normal workday for each month of service (8 hours for full-time employee, pro-rated for part-time employee). Sick leave accumulated in one year can be carried over to the succeeding years up to a maximum of one hundred twenty days (960) hrs. This amount is prorated for part-time employees. For purposes of calculating each employee's maximum accrual, each normal workday of sick leave, whether it was earned by any employee covered by this agreement, shall be equal to eight hours. Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at their regularly prescribed rate. No compensation for accrued but unused sick leave shall be paid upon the termination of employment.
- 11.2 Use. Accrued sick leave may be used by an employee to avoid loss of pay if the employee is unable to work their normal work schedule due to personal illness or injury, enforced quarantine in accordance with community health regulations, or the serious illness or injury of an immediate family member as defined in RCW 49.46.210 necessitating the employee's presence. Each normal workday of sick leave earned and used by full-time employees shall be equal to 8.0 hours of sick leave (pro-rated for part-time employees). Part-time employees sick leave earned and used shall be pro-rated.
- 11.3 Reporting. When an employee is unable to report for work, they must notify their supervisor as soon as reasonably prudent. Failure to do so may result in denial of sick leave for such absence. If the employee is absent from work for more than three consecutive days, the City may require verification from a physician that the sick leave use was for an authorized purpose.
- 11.4 Partial Absences. Absence for part of a normal workday for the reasons specified in Section 11.2 shall be charged against accrued sick leave in an amount not less than one-quarter of an hour. Holidays and other regular days off shall not be charged against accrued sick leave during periods of absence due to authorized sick leave.
- 11.5 Probationary Employees. Probationary employees accrue but are not eligible to use sick leave until they have worked six continuous months.
- 11.6 Integration of Workers' Compensation. In any case where an employee suffers an on-the-job injury and is eligible to receive workers' compensation time loss benefits, the City shall continue to pay such employee's regular pay for the normal work schedule for up to one month following such injury or illness. If an employee receives workers' compensation time loss benefits

representing lost compensation for this one-month period, the employee will reimburse the City for the value of any workers' compensation benefits received. During this one-month period, the employee's accrued sick leave benefits shall not be charged. Any continuation of wages beyond this one-month period shall be according to the City's personnel policies on disability leave. An employee on paid disability leave continues to receive all benefits provided by this Agreement.

11.7 Long Term Disability Insurance. The City will provide to the Records section employees who are members of the Mercer Island Police Association a long-term disability insurance benefit which provides a 60% guaranteed benefit after a 90-day qualifying period and a rehabilitation period of 36 months. The premium for this benefit will be paid by the City.

ARTICLE 12 - HOLIDAYS

12.1 Thirteen (13) paid holiday days are recognized by the City as follows:

New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Day after Christmas	December 26
Floating Holiday	Employee's Choice

12.2 Working on Holidays. Hours actually worked on New Year's Day, Thanksgiving Day and Christmas Day shall be paid at two times the employee's regular hourly rate of pay. On all other recognized holidays, the employee shall be paid for any normal workdays worked on such holidays, at one and one-half times the employee's regular hourly rate of pay. Any hours worked on any holiday in excess of the normal workday shall be compensated at two and twenty-five hundredths (2.25) times the regular rate of pay. On New Year's Day, Thanksgiving Day, and Christmas Day any hours worked on any holiday in excess of the normal workday shall be compensated at three times the regular rate of pay. At the employee's option, they may receive regular hourly pay for the first eight hours worked on a recognized holiday and compensatory time at the rate of either two times the regular rate of pay for hours actually worked on Thanksgiving, Christmas, or New Year's Day, or one and one-half times the regular rate of pay for hours actually worked on other recognized holidays.

12.3 Holiday Leave. Another paid normal workday off shall be provided to the employee at the regular hourly rate of pay, as a benefit, when the holiday falls on the employee's normal day off, or when the employee works on the holiday.

Employees shall not accumulate in excess of ten paid normal days off as the result of the operation of Section 12.3 unless scheduling requirements cause the City to request that the employee not

schedule or use an accumulated holiday. Employees who accumulate more than ten paid normal workdays off will schedule a holiday off as soon as possible in order to reduce the number of accumulated holidays to 10 or less or use of the excess holidays will be scheduled by the City.

Employees may use holiday leave after completing six month's continuous employment.

12.6 **Holiday Leave Cash Out Upon Termination.** Upon termination of employment with the City, the employee will be paid for all unused holiday leave at the employee's current regular hourly rate of pay. For purposes of cash out of unused holiday leave upon termination of employment, each accrued normal workday of holiday leave, whether it was accrued by any employee covered by this agreement, shall be equal to 8 hours pay.

12.7 Part-time employees shall receive and use holiday leave on a pro-rated basis.

ARTICLE 13 – VACATION LEAVE

13.1 Accrual. Vacation leave is a benefit accrued by all employees as follows:

<u>MONTHS OF CONTINUOUS SERVICE</u>	<u>HOURS ACCRUED PER MONTH</u>
1st month through 59th month	10 hours per month
60th month through 119th month	12 hours per month
120th month through 179th month	14 hours per month
180th month through 239th month	16 hours per month
240th month or more	18 hours per month

Vacation leave is earned on a monthly basis and may be used in the month it is earned or during any subsequent month provided the employee has successfully completed six months employment.

13.2 Use. Vacation leave may be used in four-hour increments. Each normal workday of vacation leave earned and used by a full-time employee will be equal to 8.0 hours of vacation leave. Each normal workday of vacation leave earned and used by a part-time employee shall be equal to 4 hours of vacation leave.

13.3 Maximum Accrual. Vacation leave may be earned and accrued up to 240 hours. For purposes of calculating each employee's maximum accrual, each normal workday of vacation leave whether it was accrued by any full-time employee covered by this agreement shall be equal to 8 hours, part-time employees shall be pro-rated. No additional earnings or accruals shall be credited to an employee who has earned and accrued the maximum leave unless there are circumstances beyond the employee's control which precluded the employee from utilizing vacation leave already accrued. Employees who accumulate more than 240 hours of vacation will work with their supervisor as soon as practical to schedule vacation leave in order to reduce the number to 240 hours or fewer. Any vacation leave over 240 hours will be forfeited December 31 of each year excess hours are accrued, unless approved by the Police Chief for carryover; however, the Police Chief will always approve carryovers in scenarios where the employee has made a good faith effort to use the hours but was unable to do so because of the City's needs.

13.4 Scheduling. The Police Chief (or designee) will circulate a calendar before February 1 of each year to all employees for the purpose of allowing employees to request their preferred vacation times. The City retains the right to schedule vacations in such a way as will minimize interference with functions and workloads in particular sections. All vacations must have the approval of the Police Chief (or designee). If two or more employees request identical or overlapping vacation dates, the more senior employee's request will be given preference. Employees who choose to split their vacation may exercise their seniority on preferred dates only once.

Employees may sign up for three weeks of vacation at a time and only one (1) person may be off at a time.

13.5 Cash Out of Vacation Leave. Employees who earn 12 or 15 normal workdays of vacation per year, and who have accrued any vacation leave in excess of 10 normal workdays as of October 30 of each year, and are not scheduled to use such excess vacation leave before the end of the City's fiscal year, may at such employee's option be paid for such excess accruals by separate check before December 10 of each year. Employees who earn 18 or 20 normal workdays of vacation per year and have accrued any vacation leave in excess of 15 normal workdays as of October 30 of each year, and are not scheduled to use such excess vacation leave before the close of the City's fiscal year, may at the employee's option be paid for such excess accruals by separate check before December 10 of each year. Such excess accruals shall be paid at the eligible employee's current hourly rates of pay in effect at the time of such cash out. For purposes of this section, each accrued normal workday of vacation leave, whether it was accrued by any employee covered by this agreement, shall be equal to eight hours pay at the employee's current hourly rate of pay.

13.6 Cash Out Upon Termination. Upon termination of employment, regular employees shall be entitled to payment for all accrued but unused vacation leave at their regular hourly rate of pay in effect at the time their employment ends up to a maximum of 240 hours, unless the amount over 240 hours was accrued while on disability leave. For purposes of this section, each accrued normal workday of vacation leave, whether it was earned by any employee covered by this agreement, shall be equal to eight hours pay at the employee's current hourly rate of pay.

13.7 Part-time employees shall receive vacation leave on a pro-rated basis.

#### ARTICLE 14 - JURY DUTY AND WITNESS LEAVE

14.1 An employee serving on a jury will be excused from work and will be paid the amount the employee would have earned had the employee worked their normal work schedule. The employee will reimburse the City for any compensation received for jury duty.

14.2 Any employee who, as a result of their department duties, is required to appear before a court shall be paid for such court appearances at their regular hourly rate of pay. The employee will reimburse the City for any subpoena or witness compensation received.

14.3 Any employee who is required to appear before a court, legislative committee, or quasi-judicial body as a witness in response to a subpoena or other directive for other than department duties, shall be allowed to use any accrued holiday leave, vacation leave, or compensatory time to offset

any loss of pay for such periods.

#### ARTICLE 15 - BEREAVEMENT LEAVE

- 15.1 When death occurs in the immediate family of an employee, they shall be allowed up to three (3) normal workdays off duty with pay so long as the Police Chief finds that the public peace, health, safety, and welfare will not be seriously impaired as a result of the leave granted.
- 15.2 "Childbirth". At the time of delivery, five (5) days of emergency leave shall be granted for those employees who carry and deliver a child. On the day of delivery, one day of emergency leave shall be granted to an employee whose spouse gives birth.
- 15.3 "Immediate family" shall mean the employee's spouse or domestic partner, children, mother and father, the mother and father of the employee's spouse, siblings, grandchildren, grandparents (or employee's spouse's grandparents), son-in-law or daughter-in-law. However, under unusual circumstances, the Police Chief may more broadly construe this term to apply to other persons living within the employee's household, others related to the employee by blood or marriage, or to established foster relationships having attributes of familial ties.

#### ARTICLE 16 - PERSONNEL PROCEDURE/LAYOFF NOTICE

- 16.1 Employees having completed their probationary period but having less than thirty (30) months in the Department, shall be entitled to fifteen (15) days' notice prior to being laid off due to a reduction in force.
- 16.2 Employees having thirty (30) months or more service in the department shall be entitled to thirty (30) days' notice prior to being laid off due to a reduction in force.

#### ARTICLE 17 - GRIEVANCE PROCEDURE

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

Step 1: The employee or the Association shall formally submit grievances in writing to the Chief of Police (or designee). Such submissions shall state the factual basis for the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Grievances not filed within forty-five (45) calendar days from the date the employee knew or reasonably should have known of the alleged violation, shall be deemed waived for all purposes.

The Chief of Police (or designee) shall convene a Step 1 meeting within ten (10) calendar days of receipt of the grievance. Attendance at such meeting may include appropriate supervisors, Association representative, and/or the individual grievant. The Chief of Police (or designee) shall render a decision in writing to the Association within seven (7) calendar days after the conclusion of the Step 1 meeting.

Step 2: The decision of the Chief of Police (or designee) may be appealed in writing by the employee or the Association to the City Manager within five (5) calendar days of its receipt. The City Manager shall review the facts, convene any meeting involving the

parties which he deems appropriate, and shall issue in writing the final position of the City within fifteen (15) days of receipt of the Step 2 appeal.

Step 3: Within thirty days of receipt of the Step II answer of the employer, the Association must give written notice to the City Manager or Acting City Manager of its intent to arbitrate any remaining dispute or the grievance will be considered time barred. The arbitrator shall be mutually selected from a list requested from the Federal Mediation and Conciliation Service. Only grievances which involved an alleged violation by the City of a specific article or provision of the Agreement, and which are presented to the City in writing during the term of this Agreement, and which are processed in the manner and within the time limits herein provided, shall be subject to arbitration.

- 17.2 The decision of the arbitrator shall be final and binding upon the parties. Provided, however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement; further provided, rendition of a decision or award shall be in writing within thirty (30) calendar days of the close of the hearing (or submission date of written brief) and shall include a statement of the reasoning and grounds upon which such decision or award is based.
- 17.3 The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be born separately by the party incurring the expense. Time limits described herein may be extended by mutual agreement of the parties.

#### ARTICLE 18 - INSURANCE PROTECTION

- 18.1 The City shall protect employees of the bargaining unit against civil claims arising out of the employees' actions taken in the course of their employment. Employees are not insured for illegal acts or other acts outside department procedures. Insurance coverage presently provided by the City shall be continued for the duration of this Agreement; provided, however, that it is specifically recognized that the City's insurance coverage may be changed or cancelled by the insurer(s) without the City's consent and in the event of such a change or cancellation, the City will make a good faith attempt to obtain replacement coverage.

#### ARTICLE 19 - SAVINGS CLAUSE

- 19.1 Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement provision. In the event the City's Police Department is totally or partially exempted from the federal wage and hour laws, the parties shall immediately enter into collective bargaining negotiations for the purpose of renegotiating relevant provisions in this Agreement.

#### ARTICLE 20 - MANAGEMENT RIGHTS

- 20.1 Subject to the terms and limitations of this Agreement, the management of the Police Department is vested in the City.

## ARTICLE 21 - SCOPE OF AGREEMENT

21.1 The parties agree that this Agreement is their complete Agreement and that all Agreements between the parties are merged into this Agreement. No issues negotiated by this Agreement are subject to mandatory negotiations during the term of this Agreement, but they may be modified by mutual Agreement.

## ARTICLE 22 - BILL OF RIGHTS

22.1 When any employee of the Department is under investigation for an act that could lead to punitive action, inducing dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation they are being interrogated, such interrogation shall be conducted under the following terms and conditions:

22.1.1 All complaints made against any member of the bargaining unit must be submitted in written form by the person making the complaint.

22.1.2 The person under investigation shall be informed of the nature of the complaint and the person in charge of the investigation. The person under investigation shall be supplied with a copy of the written complaint filed against them, this copy shall show the complaining persons signature as well as all of the facts set down in the complaint. It is understood that from time to time we will receive anonymous citizen complaints. It is further understood that all complaints should be investigated. After an initial investigation, the person in charge deems that it is a valid complaint and more investigation is necessary, then the person in charge becomes the complainant.

22.1.3 All interrogations shall be at a reasonable hour, the length of time of the interrogation shall be reasonable, and the person being interrogated shall have the right to attend to their own personal physical necessities.

22.1.4 There shall be no threats, abusive language or promises made during the interrogation; however, the employee may be informed that if they are given immunity from criminal action that their refusal to truthfully answer questions concerning their official duties may be subject to dismissal or other punitive actions.

22.1.5 If the investigation may lead to criminal charges, the employee must be informed of their constitutional rights.

22.1.6 No employee shall be required to take a polygraph test and no adverse comment may be included in their personnel file or disciplinary hearing for their failure to take such polygraph test.

22.1.7 No locker or other space assigned to an employee under investigation shall be searched, without their presence or consent, except as a result of a search warrant.

## ARTICLE 23 – [DELETED]



ARTICLE 24 - PHYSICAL FITNESS

24.1 Smoking is not permitted within the police building or in any of the Department vehicles. Violation of this smoking policy may result in disciplinary action, up to and including termination.

24.2 Voluntary Physical Fitness Incentive Pay. An eligible employee who passes a physical fitness test shall receive a two percent (2%) increase to their basic hourly rate of pay ("Physical Fitness Incentive Pay"). Only the Marine Support Officer and Police Support Officer are eligible to receive Physical Fitness Incentive Pay.

The physical fitness test is voluntary and will be modeled after the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy (BLEA) Physical Ability Test (PAT). The Police Chief will appoint an employee in to proctor the test which will take place while employees are on-duty and will be coordinated to minimize overtime. The test will be administered in the first quarter (January-March) of each year.

ARTICLE 25 - TERM OF AGREEMENT

25.1 This Agreement shall be effective January 1, 2022, and it shall remain in full force and effect until December 31, 2024.

DATED AND SIGNED THIS \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MERCER ISLAND

MERCER ISLAND POLICE ASSOCIATION

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

\_\_\_\_\_  
Scott Schroeder, Association President

Attest:

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

Approved as to Form:

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

APPENDIX A – PAY SCALE

<b>MERCER ISLAND RECORDS</b>					
January 1, 2022 Pay Scale					
4.3% COLA Increase Over December 31, 2021					
PSO & Marine Patrol Tech pay equals 75% of Police Officer Pay					
STEP %	Base Hourly 2022	Base BI-WEEKLY	Base MONTHLY	Base ANNUAL	O.T.
<b>Records Clerk</b>					
A	\$26.91	\$2,153	\$4,664	\$55,968	\$40.36
B (Month 7)	\$28.44	\$2,273	\$4,929	\$59,153	\$42.66
C (Month 19)	\$29.97	\$2,398	\$5,195	\$62,337	\$44.95
D (Month 31)	\$31.70	\$2,536	\$5,494	\$65,926	\$47.54
E (Month 43)	\$33.72	\$2,698	\$5,845	\$70,136	\$50.58
3% (5 Years)	\$34.73	\$2,778	\$6,020	\$72,240	\$52.10
4.3% (10 Years)	\$35.24	\$2,819	\$6,108	\$73,292	\$52.85
6% (15 Years)	\$35.74	\$2,859	\$6,195	\$74,344	\$53.61
8% (18 Years)	\$36.42	\$2,913	\$6,312	\$75,747	\$54.63
10% (21 Years)	\$37.09	\$2,967	\$6,429	\$77,150	\$55.64
12% (24 Years)	\$37.77	\$3,021	\$6,546	\$78,552	\$56.65
<b>Evidence Technician</b>					
	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL	O.T.
A	\$29.54	\$2,363	\$5,121	\$61,447	\$44.31
B (Month 7)	\$31.02	\$2,482	\$5,377	\$64,523	\$46.53
C (Month 19)	\$32.49	\$2,599	\$5,631	\$67,572	\$48.73
D (Month 31)	\$33.95	\$2,716	\$5,885	\$70,622	\$50.93
E (Month 43)	\$35.43	\$2,833	\$6,142	\$73,698	\$53.15
3% (5 Years)	\$36.15	\$2,892	\$6,265	\$75,182	\$54.22
4.3% (10 Years)	\$36.68	\$2,934	\$6,357	\$76,289	\$55.02
6% (15 Years)	\$37.74	\$3,019	\$6,542	\$78,501	\$56.61
8% (18 Years)	\$38.27	\$3,062	\$6,634	\$79,608	\$57.41
10% (21 Years)	\$38.97	\$3,118	\$6,755	\$81,065	\$58.46
12% (24 Years)	\$39.69	\$3,173	\$6,879	\$82,549	\$59.53
<b>Records Supervisor</b>					
	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL	O.T.
A	\$32.29	\$2,583	\$5,597	\$67,162	\$48.43
B (Month 7)	\$34.13	\$2,730	\$5,915	\$70,983	\$51.19
C (Month 19)	\$35.96	\$2,877	\$6,234	\$74,804	\$53.95
D (Month 31)	\$38.03	\$3,043	\$6,593	\$79,111	\$57.05
E (Month 43)	\$40.46	\$3,237	\$7,014	\$84,163	\$60.69
3% (5 Years)	\$41.68	\$3,334	\$7,224	\$86,688	\$62.52
4.3% (10 Years)	\$42.28	\$3,383	\$7,329	\$87,950	\$63.43
6% (15 Years)	\$42.89	\$3,431	\$7,434	\$89,213	\$64.34
8% (18 Years)	\$43.70	\$3,496	\$7,575	\$90,896	\$65.55
10% (21 Years)	\$44.51	\$3,561	\$7,715	\$92,579	\$66.76
12% (24 Years)	\$45.32	\$3,625	\$7,855	\$94,263	\$67.98
<b>Police Support Officer &amp; Marine Patrol Technician - 75% of Police Officer Pay</b>					
	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL	O.T.
A	\$27.46	\$2,197	\$4,759	\$57,111	\$41.19
B (Month 7)	\$28.90	\$2,312	\$5,009	\$60,107	\$43.35
C (Month 19)	\$30.61	\$2,449	\$5,305	\$63,665	\$45.91
D (Month 31)	\$32.22	\$2,577	\$5,584	\$67,012	\$48.33
E (Month 43)	\$33.82	\$2,705	\$5,861	\$70,336	\$50.72
F (Month 55)	\$36.71	\$2,937	\$6,363	\$76,351	\$55.06
3% (5 Years)	\$37.81	\$3,025	\$6,554	\$78,645	\$56.72
4.3% (10 Years)	\$38.36	\$3,069	\$6,649	\$79,792	\$57.54
6% (15 Years)	\$38.91	\$3,113	\$6,745	\$80,939	\$58.37
8% (18 Years)	\$39.66	\$3,172	\$6,874	\$82,484	\$59.48
10% (21 Years)	\$40.39	\$3,231	\$7,000	\$84,005	\$60.58
12% (24 Years)	\$41.12	\$3,289	\$7,127	\$85,527	\$61.68

**APPENDIX B**  
**Early Retirement Incentive Worksheet**

**Employee Name** \_\_\_\_\_

\_\_\_\_\_ Minimum 5 years of service with the City

**Early Retirement Incentive is computed as follows:**

- \$100 for each year of service with the City +
- \$100 for each month retiring early (maximum of 60 months) +
- Up to 20% of salary savings

**YEARS OF SERVICE**

	Hire Date	
	Retirement Date	
	Years of service x \$100	\$

**MONTHS RETIRING EARLY**

	Birthdate	
	Months to age 65	
	Months to reach 25 years of service	
	Total months (use larger number, maximum 60) x \$100	\$

**SALARY SAVINGS**

	Current hourly rate, annualized @ 2088 hours	\$
	New hourly rate, annualized @ 2088 hours	\$
	Annual savings	\$
	Deduct - months temporary help costs	\$
	Monthly savings	\$
	Total months (max of 12) of salary savings	\$
	Salary savings x 20%	\$

**Total Early Retirement Incentive** \$

**AGREEMENT**  
**By and Between**  
**CITY OF MERCER ISLAND, WASHINGTON**  
**and**  
**MERCER ISLAND POLICE ASSOCIATION**  
**(SUPPORT and COMMISSIONED)**

This Agreement is between the City of Mercer Island, Washington, hereinafter, referred to as the "City," and the Mercer Island Police Association, hereinafter referred to as the "Association," representing the Support Services bargaining unit and the Commissioned bargaining unit.

**Background:**

Whereas, the parties have previously agreed to terms regarding the retirement of the current Marine Support Officer, and the parties desire to continue the terms of that Agreement;

**Agreement:**

Now, therefore, the parties agree as follows:

1. Upon retirement of the current Marine Support Officer, the Marine Support Officer position shall be removed from the Support Services bargaining unit and converted into a fully commissioned Marine Patrol Officer (MPO) assignment within the Commissioned bargaining unit, subject to the following terms:
  - Selection for the MPO assignment will be made by the Police Chief from a pool of current MIPD officers, creating the need to backfill this position with a new patrol officer.
  - The MPO will be assigned to work In the Marine Patrol Unit during Quarters 2 and 3 of each year and will be assigned to Patrol during Quarters 4 and 1. However, the Chief may at their discretion extend the Marine Patrol Unit work assignment into either part or all of Quarters 4 and 1.
  - During the period of time the MPO is assigned to work in the Marine Patrol the MPO will receive a 3% increase to their basic hourly rate of pay as defined in Section 2.4 of the 2022-2024 Commissioned Collective Bargaining Agreement (CBA).
  - The MPO position will be assigned by the Chief on a rotational basis, similar to the Marine Patrol Sergeant and Detective positions. The MPO will be added to the list of assignments in Section 5.6 of the CBA.
  - The MPO may be temporarily reassigned from marine patrol duties to cover patrol shifts on an occasional basis, and vice versa.

- If temporarily reassigned from Marine Patrol duties to cover a patrol shift, the MPO will continue to receive the 3% increase in their basic hourly rate of pay. The schedule for the MPO shall be approved by mutual agreement between the employer and the Association.
2. This Agreement will remain in effect until the successor agreement to the 2022-2024 Commissioned CBA becomes effective. The terms of this Agreement regarding the MPO assignment will be incorporated into the commissioned collective bargaining agreement that succeeds the 2022-2024 Commissioned CBA.
  3. The Association and the City will meet as necessary to discuss any of the provisions in this agreement, or any other issues related to the implementation of this agreement.
  4. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this agreement.
  5. Any dispute, disagreement, or complaint concerning the interpretation or alleged violation of this MOU is subject to the grievance process stated in Article 15 of the CBA.

DATED AND SIGNED THIS \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MERCER ISLAND

MERCER ISLAND POLICE ASSOCIATION

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

\_\_\_\_\_  
Scott Schroeder, Association President

Attest:

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

Approved as to Form:

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



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

**AB 5990  
December 7, 2021  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 5990: Confirmation of the Municipal Judge Appointment	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Adopt Resolution No. 1613 confirming the appointment of the Municipal Judge of the Mercer Island Municipal Court	

<b>DEPARTMENT:</b>	City Manager
<b>STAFF:</b>	Jessi Bon, City Manager
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	<ol style="list-style-type: none"> <li>1. Recruitment Brochure</li> <li>2. Jeff Gregory Application Materials</li> <li>3. Notice of Appointment</li> <li>4. Resolution 1613 and Employment Agreement</li> </ol>
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

**SUMMARY**

The purpose of this agenda bill is to adopt Resolution No. 1613 confirming the appointment of Jeff Gregory to the position of Municipal Judge for the Mercer Island Municipal Court.

**BACKGROUND**

On February 2, 2004, the Mercer Island City Council adopted Ordinance No. 04C-01 forming the Mercer Island Municipal Court.

RCW 3.50.040 requires that all municipal court judges’ terms be four years with the starting and ending date of such terms set by statute. The next statutory four-year term commences on January 1, 2022 and ends on December 31, 2025.

Pursuant to RCW 35A.13.080(2), the appointment of a municipal judge of a code city shall be made by the city manager subject to confirmation by the City Council, for a four-year term.

Judge Wayne Stewart has served as the City's Municipal Judge since inception of the court and notified the City Manager of his intent to retire on September 28, 2021. The City Manager immediately commenced a recruitment process to fill the vacancy.

### **RECRUITMENT AND SELECTION**

The recruitment for the Municipal Court Judge position opened on October 15, 2021 (see Exhibit 1). The position was advertised across numerous websites including the King County Bar Association, the Washington State Bar Association, Association of Washington Cities, LinkedIn, Washington Women Lawyers, Asian Bar Association of Washington, Latina/Latino Bar Association of Washington, Loren Miller Bar Association, and more.

A total of 19 applications were received for the position, with six finalists invited to a virtual interview on November 17, 2021, consisting of two separate interview panels. Interview panelists included the Honorable Judge Kimberly Walden from the City of Tukwila, Mayor Wong, Councilmember Jacobson, Councilmember Reynolds, City staff, and outside legal counsel. At the conclusion of the interview process, three candidates were recommended by both panels to advance to second interviews with the City Manager.

The City Manager conducted second interviews on Friday, November 19, 2021, and was joined by the Court Administrator and outside legal counsel. At the conclusion of the second interviews, two finalists were identified to advance to reference checks. One of the two finalists received an offer from another jurisdiction and notified the City Manager on Wednesday, November 24, 2021 that they would be withdrawing from consideration. Candidate Jeff Gregory remained in the process and upon conclusion of reference checks was confirmed as the finalist for the Municipal Judge position.

Mr. Gregory has been a practicing attorney for almost 20 years, primarily focusing on criminal law. He has experience as a prosecutor, public defender, and has served as the judge pro tem for Mercer Island and other jurisdictions for the past six years (see Exhibit 2).

Pursuant to RCW 35A.13.080(2), the appointment of the municipal judge of a code city shall be made by the city manager subject to confirmation by the council, for a four-year term. The City Manager extended a preliminary offer of appointment to Mr. Gregory on Wednesday, November 24, 2021, and he verbally accepted. Notification of appointment to the Municipal Judge position by the City Manager was made on December 1, 2021 (see Exhibit 3), pending confirmation by the City Council and execution of an employment agreement.

An employment agreement with Jeff Gregory is attached (see Exhibit 4, Resolution No. 1613, and Exhibit A thereto, Municipal Court Judge Employment Agreement). The proposed employment agreement is within the budgeted amount for this position as approved in the 2021-2022 Biennial Budget.

### **RECOMMENDATION**

Based upon the foregoing, the City Manager recommends that the City Council confirm the appointment of Jeff Gregory as the Municipal Judge for the Mercer Island Municipal Court for a four-year term, effective January 1, 2022 through December 31, 2025.

**RECOMMENDED ACTION**

Adopt Resolution No. 1613 confirming the appointment of Jeff Gregory to serve as the Mercer Island Municipal Court Judge for a four-year term, effective January 1, 2022 through December 31, 2025, and authorize the City Manager to sign the Municipal Court Judge Employment Agreement in substantially the form attached as Exhibit A thereto.





## Municipal Court Judge City of Mercer Island

The City of Mercer Island, Washington is seeking a part-time Municipal Court Judge to provide judicial services to the Municipal Court of the City of Mercer Island for a four-year term, commencing January 1, 2022 and expiring on December 31, 2025, following appointment by the City Manager and confirmation by the City Council.

### **Mercer Island Community**

Just over five miles long and two miles wide, Mercer Island is a true island community consisting of high-quality residential areas, preserved parks and open space, as well as miles of developed shoreline. Incorporated in July 1960, Mercer Island has its own sense of identity, distinct from its neighbors, Seattle and Bellevue. With a population of over 25,000, Mercer Island has been widely recognized as one of the premier residential communities in the State of Washington.

### **City Government**

Mercer Island operates under a council-manager form of government, in which City Councilmembers are elected by residents to set policy and provide direction to the City Manager. The City Council selects a City Manager who implements policy and oversees all city operations.

Mercer Island is a full-service City, providing the complete range of municipal services including planning and zoning, public safety, fire and emergency medical, municipal court services, street maintenance, utilities maintenance, park maintenance and recreation activities, and human services.

### **Mercer Island Municipal Court**

The Mercer Island Municipal Court was established in 2004. The Court has exclusive jurisdiction over traffic infractions arising under City of Mercer Island ordinances and exclusive original criminal jurisdiction of all violations of City ordinances. The Municipal Court also has original jurisdiction of all other actions brought to enforce or recover license penalties or forfeitures declared by City ordinance or state statute. The Court is staffed by a Court Administrator and two Court Clerks and is located at Mercer Island City Hall (9611 SE 36<sup>th</sup> St).

The City is in the process of conducting a Municipal Court Study to identify strategies to improve existing court practices and to evaluate potential alternatives to the Mercer Island Municipal

Court, such as contracting for court services with King County or another municipality. The Study is targeted for completion by the end of the second quarter of 2022 and will be presented to the City Council for consideration upon completion. The City is seeking a candidate who will actively engage in this study and who is committed to evolving court operations to meet present day needs and to improve efficiency in the administration of justice.

### **The Position of Municipal Court Judge**

Working up to 20 hours per week, the Municipal Court Judge presides over and adjudicates a variety of hearings and trials related to criminal and civil cases in accordance with established legal procedures and prescribed in Washington State law, imposes appropriate sentences and penalties as prescribed by law, and communicates with City, County, and State criminal justice agencies. The Judge is appointed by the City Manager and confirmed by the City Council for a 4-year term. The Municipal Court is an independent branch of City government.

The following details the essential functions of the position:

- Presides over and adjudicates a variety of Municipal Court hearings and trials in criminal and civil cases in accordance with Washington State law.
- Presides over, directs, and controls jury trials, pretrials, arraignments, post-conviction reviews, and other hearings.
- Reviews and signs warrants and other court orders; researches legal issues and maintains current knowledge of legislative changes impacting Municipal Court procedures, criminal, and traffic laws.
- Hears, tries, and adjudicates a variety of cases such as misdemeanor and gross misdemeanor crimes, traffic and parking violations (including mitigation and contested hearings).
- Hears and weighs testimony and evidence presented to render an appropriate verdict; imposes just sentences and penalties as prescribed by law; utilizes alternatives to incarceration such as electronic home detention, and remedial and community service programs as appropriate.
- Directs the preparation and maintenance of court dockets as well as supporting documents; assuring proper collection, disbursement and accounting for fines and other monies paid to the City.
- Communicates with various community agencies, mental health court, and County offices regarding probation, specific referrals, driving records, domestic violence cases, common defendants, and treatment programs available for mental health and alcohol problems.
- Communicates with a variety of City departments including the City Manager's Office, City Attorney's Office, Finance Department, Police Department, and others as needed.
- Oversees the daily operation of the Municipal Court and all employees assigned to perform court functions, including the Court Administrator. Provides leadership and guidance and conducts performance evaluations.
- Speaks to community groups, presides at ceremonial functions, and administers oaths of office and other similar duties prescribed by law or as requested by the City Manager or City Council.

- Performs all other related duties according to and governed by GR 29, as assigned, or requested.

Note: The City of Newcastle, Washington has an [interlocal agreement](#) with the City of Mercer Island to provide court services through [December 31, 2021](#), which may be renewed. This work is included as part of the estimated 20 hours of work each week.

### **Candidate Profile**

The City of Mercer Island is seeking an effective, fair, and principled jurist in a community with high expectations and standards. An innovative, forward thinking, energetic, and highly committed professional with strong communication and leadership skills is necessary. The ideal candidate will have strong experience and competence in general areas of municipal court operations and administration. The Municipal Court Judge must have a customer focus and the ability to administer court operations in an efficient, transparent, and equitable manner. The Judge must be able to represent the City positively and effectively within the community, the region, and state.

The position requires a positive individual, who also possesses a willingness to identify problems and demonstrates the flexibility to address changes in policies and procedures as well as direction if facts warrant such change. The Judge must be fair and equitable in approach to managing others and must be willing to encourage individuals to grow professionally as well as personally.

The successful candidate will be expected to possess the following knowledge, skills, and abilities:

- Knowledge of United States and Washington State Constitutions and judicial systems; State and local Municipal Court rules, procedures, Rules of Evidence, and laws of arrest; County laws; Washington Administrative Code; and, State laws and City ordinances pertaining to civil, traffic, and criminal cases.
- Knowledge and experience in the trial of court cases and/or administrative proceedings.
- Knowledge of available remedial and community service and treatment programs.
- Knowledge of City organization, operations, policies, and objectives.
- Ability to communicate effectively, orally and in writing, to a diverse audience in a tactful, patient, and courteous manner.
- A demonstrated ability to establish and maintain cooperative and effective working relationships with others.
- Ability to impartially hear and weigh testimony and evidence and impose appropriate sentences and penalties in accordance with the laws of the State and the City of Mercer Island.
- Ability to read, interpret, apply, and explain codes, rules, regulations, policies, and procedures.
- Ability to analyze situations accurately and adopt an ethical and effective course of action.
- Ability to make difficult decisions under stress, and to be fair, open minded, and committed to equal justice under the law.

- Ability to demonstrate interpersonal skills using tact, patience, and courtesy, and establish and maintain cooperative and effective working relationships with others.
- Knowledge of techniques and practices for effective and efficient management of allocated resources, including personnel administration, labor law, accounting and budgeting.

### Education and Experience

The minimum requirements for submitting applications include:

- Must be a U.S. and Washington State citizen and a resident of King County.
- Must be an attorney in good standing on active or judicial status with the Washington State Bar Association.
- A minimum of five years broad legal background with emphasis on criminal law required, preferably in the public sector with five years experience in criminal courts of limited jurisdiction as a judge or as a prosecuting and/or defense attorney; or an equivalent combination of education, training and experience.
- Experience as a judge or judge pro tem is required.
- Must agree to a criminal background investigation and review of his/her file with the state bar association.
- Must take an oath of office and be bondable in the amount of \$10,000.
- For purposes of warrant issuance, must reside within a reasonable distance from City Hall and must be willing to perform some job duties on evenings and weekends as necessary.

### Compensation and Benefits

The salary range for this position is \$86,000 to \$90,000 (0.5FTE), dependent upon experience. An attractive package of benefits is also available to the successful candidate.

### Other City Requirements

- Ability to drive a City vehicle, possess a current and valid Washington State driver's license (or ability to obtain one within 30 days of residency) and have an acceptable driving record. A current Abstract of Driving Record (ADR) will be required.
- Acceptable personal reference check results.
- Completion of an I-9 Form, documenting eligibility to work in the United States.
- **Effective October 1, 2021, all new hires to the City will be required as a pre-condition of employment to be fully vaccinated for COVID-19 prior to their start date.** If you have questions or need an accommodation for this requirement due to a disability or religious reason, you can speak to Human Resources for further information.

### Application and Selection

Recruitment for this position closes November 8, 2021. To be considered, please apply through <https://www.governmentjobs.com/careers/mercerisland>. Visit our website for more Information about the City of Mercer Island at [www.mercerisland.gov](http://www.mercerisland.gov).

Following the closing date, applications will be screened in relation to the criteria outlined above. Candidates selected for the interview process will be notified and reference checks will follow.

Interviews are tentatively scheduled for Wednesday, November 17 and will be conducted virtually using the Zoom platform. Semi-finalists will be invited for a second interview on Friday, November 19. The finalist should plan for an expedited employment agreement negotiation, likely occurring the week of November 22.

The City of Mercer Island is an Equal Opportunity Employer. We value diversity at all levels of our workforce and are committed to fostering an inclusive environment by recruiting talented individuals from various backgrounds, cultures, and perspectives. We do not discriminate on the basis of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, marital status, age, disability, veteran status, genetic information, or any other protected status.

November 7, 2021

City of Mercer Island  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040

Re: Application for Municipal Court Judge Position

Dear Reviewing Board,

Thank you for considering my application for the position of Municipal Court Judge for the City of Mercer Island (the "City"). It has been a pleasure to serve the City over the last several years as its Judge Pro Tem, and I would be honored to continue my service to the City in the capacity of Presiding Municipal Court Judge.

My experience meets or exceeds all of the qualifications listed in the Invitation of Interest for the Position of Municipal Court Judge (the "Invitation"). I am a local attorney licensed to practice law in the State of Washington. I am a citizen of the United States and the State of Washington and a current resident of King County. I have been a practicing attorney for almost 20 years, focusing on criminal law for nearly the entire span of my legal career. I have also served as a judge pro tem and court commissioner in multiple jurisdictions within King County, including Mercer Island Municipal Court, within the last six years.

My experience serving as the lead public defender for the City of Kirkland from 2014 to 2019 and exclusively working currently as a full time Judge Pro Tem in multiple jurisdictions makes me uniquely well qualified to serve as its Municipal Court Judge. Through this experience I had the opportunity to learn and support the day-to-day operations at the Mercer Island Municipal Court. I am very familiar with and understand the Mercer Island Municipal Code, applicable local criminal rules, as well as the Court and Clerk's office procedures to the smallest detail. I am familiar with the forms, calendars, and the policies that the Court currently follows. This includes the practices and policies of the Clerk's office, Mercer Island and Newcastle Prosecutors and of course the Mercer Island public and private defense bar. I also have unmatched experience of being involved at every level of the municipal, district and superior court justice system, and have developed a good working relationship with all sections and personnel.

If given the opportunity to serve the City as its Municipal Court Judge, I will be available to fulfill the duties listed in the Invitation during the day and nights, on weekdays and weekends, and can be reached at any time by phone, text or email. I understand and appreciate that the position of Municipal Court Judge does not lend itself to the traditional workday, and I am willing and committed to be available when needed to best serve the City, Police and the Court.

I have attached a copy of my resume and encourage you to contact my references. I agree to a criminal background investigation and a review of my file with the Washington State Bar Association. I feel extremely honored to have been able to serve the City over the past two years and I would appreciate the opportunity to take all that I have experienced, learned and valued to another position of public service for the citizens of Mercer Island. Thank you for this opportunity. I look forward to meeting with you

Best regards,

Jeff M. Gregory

# Jeff M. Gregory

## Education

- **Gonzaga University School of Law** | Spokane, WA  
Juris Doctor, *Cum Laude* 2000  
Associate Editor Gonzaga Law Review
- **University of Washington** | Seattle, WA  
Bachelor of Arts: Psychology, *Cum Laude* 1997

## Work Experience

- **Pro Tem Judge/Commissioner** July 2015 – Present  
Multiple Local Municipal and District Courts  
Provide on-going part time Pro Tem Judge and Commissioner coverage for multiple jurisdictions in King County, including multiple King County District Courts, Kirkland Municipal Court, Mercer Island Municipal Court, Renton Municipal Court and Issaquah Municipal Court for the Cities of Issaquah, North Bend and Snoqualmie.
- **Administrative Law Judge** January 2021-August 2021  
Office of Administrative Hearings, State of Washington  
Conducted de novo appellate review hearings on the employment security caseload for the Office of Administrative Hearings for the State. These hearings are evidentiary hearings conducted by the Judge followed in every matter by the issuance of a full written decision.
- **FAVROS Law** August 2019- March 2020  
Associate Attorney  
Worked on medical malpractice defense cases from my experience in the criminal justice world. Consulted in these cases and joined in the civil defense of multiple malpractice cases brought against Washington corrections facilities.
- **Stewart MacNichols Harmell Inc. P.S. – Kent, WA** March 2014 – August 2019  
Attorney at Law  
Provide public defense legal services at all phases of misdemeanor and gross misdemeanor criminal cases in Municipal Court for the Cities of Kirkland, Medina, and Clyde Hill and the Towns of Yarrow Point and Hunts Point. Provide criminal private defense representation for clients in multiple jurisdictions in King, Pierce and Snohomish Counties.
- **Law Offices of Gregory & Rooney – Bellevue, WA** October 2009 – March 2014  
Owner/Partner  
Co-owner and operator of a small law firm specializing in Criminal Defense and Family Law litigation. Provide legal services to private clients at all phases of criminal and family law cases at the Municipal, District and Superior Court levels. Work included civil and criminal trials and discovery work including motion practice, depositions and interrogatories and request for production requests and responses.

- **King County Prosecuting Attorney's Office – Seattle, WA** June 1999 to September 2000  
Senior Deputy Prosecuting Attorney  
Prosecuting attorney in Criminal and Civil Divisions. Prosecuted criminal cases at misdemeanor, juvenile, felony and appellate levels, including 150 plus jury and non-jury trials along with daily courtroom appearances, motion hearings and appellate level work.

## Licenses

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- State of Washington
- United States District Court - Western District of Washington

## Professional Memberships

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- Washington State Bar Association - WSBA#30384 | Member in good standing
- Washington State Society of Healthcare Attorneys

## Presentations

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- "Senate Bill 5990 and the Impact on Post Sentence Supervision Going Forward." King County Prosecuting Attorney's Office Internal CLE Program.
- "Cross Examination and the Rules of Evidence You Need to Remember." King County Prosecuting Attorney's Office Internal CLE Program.
- "The Art and Importance of Vacating Final Dispositions Without State Approval." King County Prosecuting Attorney's Office, Washington Association of Prosecuting Attorney's Conference.
- "Online and E-Discovery, Nuts and Bolts and Best Practices." Law Offices of Gregory & Rooney, Electronic Discovery Institute Mid-Year Meeting.
- "Same Sex Marriage and Family Law, the New Law and New World." Law Offices of Gregory & Rooney, McKinley Irvin Lunchtime CLE series.

## Community Service and Volunteer Work

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- **Falls Little League** 2011-2019
  - Head Coach for little league and all-star teams in the Snoqualmie Valley area. Service includes working with the local Little League Board of Directors on all aspects of running and promoting the local little league program.
- **Wildcat Baseball Club** 2017-Present
  - Founding Member and President of the Board of Directors of local select baseball club. Formed the club with other coaches to address a need for a local, select baseball club to serve players and families in the Snoqualmie Valley community. Currently serve as President of the Board of Directors. Previously served as Head Coach of one of the now five levels of teams associated with the baseball club.
- **Sno-Valley Wildcats Junior Football and Cheerleading Association** 2014-Present
  - Head coach of various levels for junior football program in the Snoqualmie Valley area since 2015, also served as an assistant coach in 2014. Member of the Board of Directors of the Association since 2017, holding the position of Coach Representative for two seasons. Currently nominated to serve as President of the Board of Directors of the Association for the upcoming 2020-2021 season.



- **Mt Si Gymnastics Academy Booster Club** 2016-Present
  - Volunteer for numerous fundraising and community events in the Snoqualmie Valley, including food drives, backpack program to support at-risk and homeless youth, textile drives, and other events for local nonprofit organization.
- **Snoqualmie Valley School District** 2011-Present
  - Volunteer for Watch D.O.G.S. (Dads of Great Students) program.
- **Encompass Northwest** 2007-2009
  - Worked with local families and at-risk youth in the Snoqualmie Valley area as part of the organization's community, school and family support program, focusing on family law, education and social development issues.

## References

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- John Olson  
Kirkland Municipal Court Judge  
11515 NE 118th St.  
Kirkland, WA 98034  
(425) 587-3160  
[jolson@kirklandwa.gov](mailto:jolson@kirklandwa.gov)
- Christopher T. Karr  
Assistant Prosecuting Attorney  
Seattle Attorney's Office  
701 5th Ave Ste 2050  
Seattle, WA 98104-7095  
(206) 684-7842  
[christopher.karr@seattle.gov](mailto:christopher.karr@seattle.gov)
- Ashley L. Blackburn  
Attorney at Law  
520 Pike St Ste 1525  
Seattle, WA 98101-1351  
(206) 330-6488  
[ablackburn@wshblaw.com](mailto:ablackburn@wshblaw.com)

## Personal

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I am a lifelong resident of the Pacific Northwest, and have lived in the City of Snoqualmie for the past 16 years. When not coaching baseball or football, I enjoy golfing, hiking with our dogs, running, cooking, traveling and cheering the kids on at various sports and school activities.



**CITY MANAGER’S OFFICE**  
**CITY OF MERCER ISLAND, WASHINGTON**  
9611 SE 36<sup>th</sup> Street | Mercer Island, WA 98040-3732  
(206) 275-7600 | [www.mercerisland.gov](http://www.mercerisland.gov)

December 1, 2021

SENT VIA EMAIL TO: [jeffgregory2012@yahoo.com](mailto:jeffgregory2012@yahoo.com)

Jeff Gregory  
[Address Omitted for Privacy]

RE: Appointment of Municipal Judge for the Municipal Court of the City of Mercer Island

Mr. Jeff Gregory,

Pursuant to RCW 3.50.040 and MICC 2.40.040, this letter serves as notification of your appointment as Municipal Judge of the Municipal Court of the City of Mercer Island effective January 1, 2022, with all the authority, duties, rights, privileges, and responsibilities conferred and entrusted upon municipal judges by law.

Your appointment is subject to (1) confirmation by the City Council (which the City Council is scheduled to consider at its meeting on December 7, 2021); and (2) execution of an agreement for employment services between you and the City of Mercer Island. Provided that you continue to meet the requirements to be a municipal judge under chapters 3.50 RCW and 2.40 MICC, the term of your appointment will be for four years.

It was a pleasure meeting and getting to know you during the interview process. I was especially impressed with your range of experience as judge pro tem for various jurisdictions and courts, your familiarity with the Mercer Island Municipal Court, and excited to learn about your ideas and plans for our municipal court. Thank you for your willingness to serve as the City of Mercer Island’s next Municipal Judge.

Sincerely,

Jessi Bon  
City Manager  
City of Mercer Island

**CITY OF MERCER ISLAND  
RESOLUTION NO. 1613**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON  
CONFIRMING THE APPOINTMENT OF JEFF GREGORY AS MUNICIPAL  
JUDGE.**

WHEREAS, the City of Mercer Island (“City”) adopted Ordinance No. 04C-01 on February 2, 2004, creating the City of Mercer Island Municipal Court under the provisions of Chapter 3.50 RCW; and

WHEREAS, pursuant to RCW 3.50.040 and Mercer Island Municipal Code (“MICC”) 2.40.040, the appointment of a Municipal Court Judge is for a term of four years; and

WHEREAS, the City Manager appointed Jeff Gregory as the Municipal Court Judge on December 1, 2021 for a four-year term commencing on January 1, 2022 and ending on December 31, 2025; and

WHEREAS, the City’s Municipal Judge shall be appointed by the City Manager and confirmed by the City Council pursuant to RCW 3.50.040, RCW 35A.13.080(2) and MICC 2.40.040; and

WHEREAS, City Manager Jessi Bon seeks to appoint Jeff Gregory as the City’s Municipal Judge for a term commencing January 1, 2022 through December 31, 2025 and to enter into an Employment Agreement with Jeff Gregory in substantially the form attached hereto as Exhibit “A.”

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

**Section 1. Confirmation of Judicial Appointment.** The City Council of the City of Mercer Island hereby confirms the City Manager’s appointment of Jeff Gregory as the Mercer Island Municipal Judge for a four-year term commencing on January 1, 2022 and ending on December 31, 2025, and authorizes the City Manager to sign the Employment Agreement with Jeff Gregory in substantially the form attached hereto as Exhibit “A.”

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 7<sup>TH</sup> DAY OF DECEMBER, 2021.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

ATTEST:

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



## AGREEMENT FOR EMPLOYMENT SERVICES (DRAFT)

CITY OF MERCER ISLAND, WASHINGTON  
9611 SE 36th Street, Mercer Island, WA 98040

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### MUNICIPAL COURT JUDGE (2022-2025)

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THIS AGREEMENT FOR EMPLOYMENT SERVICES (“Agreement”) is dated effective the 1st day of January 2022 and is between the CITY OF MERCER ISLAND, a Washington municipal corporation (“City”) and Jeff Gregory (“Judge”).

#### I. RECITALS

**WHEREAS**, the City has established its Municipal Court under the provisions of Chapter 3.50 RCW (Municipal Court);

**WHEREAS**, the Judge appointed by the City Manager and confirmed by the City Council will be responsible for the performance of judicial services for the courts;

**WHEREAS**, the United States Constitution establishes three independent branches of government: executive, legislative, and judicial;

**WHEREAS**, the checks and balances among the branches of government are facilitated through coordination and communication between the executive and judicial branches; and

**WHEREAS**, all three branches of government have part of the responsibility for the quality of the justice system and all three have to work together to maximize the quality that is provided.

In consideration of the mutual benefits to be derived herein, the Parties agree as follows:

#### II. PROFESSIONAL REQUIREMENTS

The Judge shall be an attorney admitted to practice law before the courts of record for the State of Washington. The Judge must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association.

The Judge will keep current on legal issues relevant to the Municipal Court, including through attendance at continuing legal and judicial education programs emphasizing such matters.

The Judge shall comply with the Code of Judicial Conduct and be subject to ethics laws applicable to the office. The Judge is responsible for ensuring that staff and court officials comply with applicable provisions of the Code of Judicial Conduct, court rules, and statutes.

The Judge agrees not to participate in any matter in which the Judge participated personally and substantially prior to his judicial confirmation as a Judge, public officer, or employee, including: (1) as a lawyer in any case adverse to the City or its Police Department; or, (2) as a defense attorney or prosecuting attorney in the Municipal Court.

### **III. DUTIES**

The Judge shall at all times faithfully, and to the best of his ability, administer all activities of the court, direct its employees, hear and assign all cases in a timely manner, and all other actions reasonably necessary to establish and fulfill obligations of the Municipal Court as established by state or local law, rule, statute, regulation, or City ordinance. The Judge shall perform all other duties legally prescribed for a judicial officer according to state law, the requirements of the Code of Judicial Conduct, and the Washington State court rules.

### **IV. MANAGEMENT OF JUDICIAL HOURS**

The Judge is charged with court scheduling, including assignment of pro tem judges, to ensure that the compensated time of all judges does not exceed 20 hours per week, except as allowed under Section V. One or more pro tem judges may be appointed by the Judge if the cost of such pro tem judge is included in the court budget and authorized by this Agreement.

### **V. COMPENSATION & BENEFITS**

The Judge shall provide services to the City at an initial salary equivalent to Ninety Thousand Dollars (\$90,000). The Judge shall receive the same annual Cost of Living Adjustment (“COLA”) provided to non-represented employees. The Judge shall be an employee of the City and shall be entitled to the following employee benefits provided to exempt City employees: retirement, medical, dental, and vision benefits, pro-rated for spouse/partner and dependents. The Judge shall not accrue vacation leave or receive holiday pay as the reduced work week of 20 hours a week have been specifically negotiated to be replacement compensation for such benefits. The Judge shall accrue paid sick leave at the rate of four (4) hours per month.

The compensation of the Judge shall be reduced by the hourly rate of pay for each hour that a judge pro tem serves in place of the Judge; provided that, no reduction in compensation of the Judge shall occur when a judge pro tem serves in place of the Judge in the following instances:

1. For up to 60 hours annually at the Judge’s discretion.
2. The Judge needs to take paid sick leave.
3. The Judge is disqualified from hearing a case following the filing of an affidavit of prejudice.
4. The Judge has disqualified himself in a proceeding in which his impartiality might reasonably be questioned.

## **VI. TERM**

This Agreement shall commence upon the effective date and continue until December 31, 2025 (Term).

## **VII. PERSONNEL AND FINANCIAL FUNCTION**

The court is an independent branch of government. The Judge shall supervise the daily operations of the court and all personnel assigned to perform court functions in accordance with the provisions of GR 29(e) and (f), RCW 3.50.080 and chapter 2.40 MICC. All employees of the municipal court shall, for all purposes, be deemed employees of the City. They shall be appointed by and serve at the pleasure of the court. The parties receive mutual benefit in having court employees adhere to the same personnel and human resource rules and policies as other City employees. The Judge will participate in the review of any revisions or amendments to such rules and policies dealing specifically with court personnel. Personnel or financial actions taken by the Judge and the making of contracts must be in accordance with any applicable collective bargaining agreement, City ordinance, purchasing policy, or State law. The Judge and the City will consult with one another prior to taking any final personnel actions in connection with a court employee. The Judge and the City will consult with one another in connection with any labor negotiations and/or collective bargain negotiations relating to court employees.

## **VIII. MEETINGS**

The Judge and the City Manager will meet at least quarterly to consider court operations, budget, personnel, and any other court matters. The Judge and City Manager shall annually agree upon performance measures for the Mercer Island Municipal Court and the Judge shall report on the status of achieving such measures on a quarterly basis. The Judge shall present an annual update to the City Council on municipal court operations.

## **IX. INDEMNIFICATION**

The Judge is a public official of the City. The City agrees to indemnify, defend, and hold the Judge harmless for any and all claims, losses, actions or 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, for any acts of the Judge that are within the scope of his official duties to the extent provided for other city officials.

The Judge agrees to indemnify, defend, and hold the City harmless for any and all claims, losses, actions or 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, for any acts of the Judge that are outside the scope of his official duties.

## **X. NON-EXCLUSIVE AGREEMENT**

This shall be a non-exclusive contract as to the parties. The City reserves the right to appoint additional judges and to contract for additional court services in the future. Nothing herein shall be interpreted to prohibit such future judicial appointments, restrict the City's decision to increase the position to full-time, which could trigger the provisions of RCW 3.50.055, guarantee the number of cases to be heard by the Judge, or restrict the City from exercising any option available under chapter 3.50 RCW related to changes to its Municipal Court.

## **XI. DISPUTE RESOLUTION**

In the event of a dispute under the terms of this Agreement, the Parties agree to the following dispute resolution process:

1. The City and the Judge shall meet to discuss the dispute and attempt to resolve the matter.
2. In the event the dispute is not resolved by the City and the Judge, the parties agree to forward the dispute to the Court Assistant Team (CAT), of the Court Independence Response Team, formed by the Board of Judicial Administration . The parties will present their dispute to CAT and CAT shall issue a non-binding recommendation for resolution of the dispute.
3. In the event the dispute is not resolved by CAT, the parties are entitled to seek any remedies available at law, in equity, or by statute.

## **XII. TERMINATION**

This Agreement may be terminated, prior to the expiration of the Term, as follows:

1. By the City for any cause constituting grounds for removal of the Judge under RCW 3.50.095 or other state statutes;
2. By the City upon removal or suspension of the Judge by the Washington State Supreme Court;
3. By the Judge if he provides the City not less than ninety (90) days written notice prior to the effective date of said termination unless otherwise agreed by the parties;
4. By the City if it elects to terminate the municipal court as provided in Chapter 3.50 RCW or contract with another jurisdiction for court services; or
5. By the City if the position of municipal court becomes full-time as defined in RCW 3.50.055 and the City is required to fill the position by election.

The City's duty to pay compensation to the Judge shall cease at the time of termination; provided that, by mutual written agreement the parties may make some other provision regarding compensation with respect to transitional business of the court.

**XIII. 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. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. 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. Neither the Judge nor the City shall have the right to transfer or assign in whole or in part, any or all of its obligations and rights under this Agreement without the prior written consent of the other party. The use of a judges pro tem shall not be deemed a transfer or assignment. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**JUDGE:**

**CITY:**

**CITY:**

**CITY OF MERCER ISLAND**

**By:** \_\_\_\_\_  
Jeff Gregory, Municipal Judge

**By:** \_\_\_\_\_  
Jessi Bon, City Manager

Approved as to Form:

**By:** \_\_\_\_\_  
Bio Park, City Attorney





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5986**  
**December 7, 2021**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5986: Interlocal Agreements between the City and Medina and Hunts Point for Marine Patrol Services	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Authorize the City Manager to sign the Interlocal Agreements between the City and Medina and Hunts Point for Marine Patrol Services	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Police		
<b>STAFF:</b>	Ed Holmes, Chief of Police Chad Schumacher, Marine Patrol Sergeant		
<b>COUNCIL LIAISON:</b>	n/a	Choose an item.	Choose an item.
<b>EXHIBITS:</b>	1. Medina Interlocal Agreement 2. Hunts Point Interlocal Agreement		
<b>CITY COUNCIL PRIORITY:</b>	Choose an item.		

<b>AMOUNT OF EXPENDITURE</b>	\$ 60,000
<b>AMOUNT BUDGETED</b>	\$ 0
<b>APPROPRIATION REQUIRED</b>	\$ 60,000

### SUMMARY

The purpose of this agenda bill is to authorize the City Manager to execute Interlocal Agreements (ILAs) for Marine Patrol Services with Medina and Hunts Point.

#### BACKGROUND

On November 9, 2021, staff provided a presentation to the City Council on a proposed pilot program for 2022 wherein the City would provide marine patrol services to Medina and Hunts Point ([AB 5964](#)). Included in the presentation were the anticipated costs and revenues for the pilot program, as well as how marine patrol staffing would be managed during the 2022 boating season. The City Council expressed support for the pilot program.

To accommodate the incremental costs associated with adding Medina and Hunts Point to jurisdictional coverage, a \$60,000 appropriation to the Police Department's FY 2022 expenditure budget is required. In return, Medina and Hunts Point will be billed for marine patrol services projected to be approximately \$110,000, plus corresponding Vessel Registration Fees. The projected additional revenue will not only cover the incremental costs but will also help to defray a portion of the Marine Patrol's operational costs for 2022.

During the 2022 pilot program, staff will evaluate data related to the services and the current cost allocation model the City uses to charge its contract cities for marine patrol services. Staff will return to the City Council in 2022 or early 2023 with a recommendation on the continuance of the pilot program as well as any changes to the ILAs the City has with its contract Cities.

## RECOMMENDED ACTION

Staff recommends the City Council:

1. Authorize the City Manager to sign the Interlocal Agreement between the City and Medina for Marine Patrol Services substantially in form attached as Exhibits 1 to AB 5986.
2. Authorize the City Manager to sign the Interlocal Agreement between the City and Hunts Point for Marine Patrol Services substantially in form attached as Exhibits 2 to AB 5986.
3. Appropriate \$60,000 from the General Fund to cover the additional Marine Patrol services.

## INTERLOCAL AGREEMENT FOR MARINE PATROL SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”) is between the City of Mercer Island, a municipal corporation of the State of Washington, hereinafter “Mercer Island,” and the City of Medina, a municipal corporation of the State of Washington, hereinafter “Medina.”

WHEREAS, Mercer Island maintains a Marine Patrol unit to provide Marine Patrol services in the water of its municipal jurisdiction; and

WHEREAS, Medina borders on Lake Washington and has certain of the waters of Lake Washington within its municipal jurisdiction; and

WHEREAS, Medina wishes to avail itself of the Marine Patrol services of Mercer Island in and on the waters within its municipal jurisdiction; and

WHEREAS, Mercer Island is agreeable to rendering such Marine Patrol services on terms and conditions negotiated between the parties;

NOW, THEREFORE, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 39.34, Mercer Island and Medina hereby agree as follows:

### **Section 1. Definition of “Marine Patrol Services:”**

For purposes of this Agreement, “Marine Patrol Services” means the routine patrol of waters for the purpose of enforcing applicable laws and ordinances and establishing a deterrent and preventative effect in the waters, including responses to serious emergency complaints arising from conduct or situations on or under the waters, in accordance with standard emergency dispatch protocol; and the providing of fire suppression services from a Marine Patrol vessel.

### **Section 2. Mercer Island Obligations:**

In consideration of the promises of Medina set forth in this Agreement and payment of the sum specified below, Mercer Island promises as follows:

- (A) Mercer Island will provide emergency services twenty-four (24) hours per day during the entire year.
- (B) Through its Marine Patrol Unit, Mercer Island shall provide routine patrol of waters on Lake Washington under the authority of Medina as described under Section 1(C) for the purpose of enforcing applicable laws and ordinances, promoting boater safety, and preventing law or safety violations, including responding to emergency complaints in accordance with standard emergency dispatch protocol.
- (C) Mercer Island shall provide routine patrol services in the water areas under the jurisdiction of Medina on Lake Washington by rendering service of the same level, degree, and type as rendered for Mercer Island in its jurisdiction, provided that marine patrol services shall be subject to interruption for vessel repair and maintenance. The shifts shall emphasize afternoon and early evening hours of the boating season beginning with opening day and continuing for four months (approximately April 1<sup>st</sup> through September 30<sup>th</sup> each year).
- (D) At the specific request of Medina, and at times when its workload priorities permit, Mercer Island shall provide patrol services and/or respond to emergencies at times other than those of the daily boating season shift and outside the boating season.
- (E) During the first quarter of each calendar year, Mercer Island shall provide Medina with an annual report of the marine patrol services rendered within Lake Washington waters, including number of calls for service (dispatched and on-view), number and type of citations and warnings issued, and safety checks made.
- (F) Furnish all personnel and any and all other things appropriate to accomplish the level of Marine Patrol services described above.

### **Section 3. Medina Obligations:**

In consideration of the promises of Mercer Island set forth in this Agreement, Medina's obligations are as follows:

- (A) Medina confers municipal police authority on Mercer Island officers engaged pursuant to this Agreement in enforcing State laws and

regulations and Medina ordinances with Medina's waters for the purposes of carrying out this Agreement.

- (B) Medina agrees to pay Mercer Island a fee of \$88,000 for providing Marine Patrol services for the 2022 calendar year described in Section 2 of this agreement. On January 1, 2023 and on January 1 of each year thereafter that this Agreement is in effect, the fees set for in this section shall increase by a percentage equal to the Seattle-Tacoma-Bellevue CPI-W from June to June of the preceding year, unless the increase in the Seattle-Tacoma-Bellevue CPI-W from June to June of the preceding year is less than 1%, in which case the fees set forth in this section shall increase by 1%.
- (C) Medina agrees to pay the amount to Mercer Island on or before December 30<sup>th</sup> of each year, with the first payment to be made on or before December 30, 2021. Payment shall be made to the City of Mercer Island at 9611 SE 36<sup>th</sup> Street, Mercer Island, Washington 98040.
- (D) Vessel tax revenue for all of the City of Medina will accrue to the City of Mercer Island.
- (E) Medina will reasonably provide public support to applications by Mercer Island for grants related to its Marine Patrol.

#### **Section 4. Supervision and Personnel:**

In the providing of services as set forth above, each agency is acting as an independent contractor so that:

- (A) Control of Personnel. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the agency providing the service through its employees.
- (B) Independent Contractors. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Mercer Island an employee of Medina, and vice versa, for any purpose, including, but not limited to withholding taxes, payment of benefits, insurance, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to wither city's employee by virtue of their employment. At all times pertinent hereto, employees of Mercer Island are acting as Mercer

Island employees, and employees of Medina are acting as Medina employees.

- (C) Liabilities. All liabilities to employees of each agency for wages and benefits or sickness arising from performance of the law enforcement services for the other agency shall remain the liability of the employing agency.

**Section 5. Indemnification:**

- (A) In executing this agreement, Mercer Island does not assume liability or responsibility for or in any way release Medina from any liability or responsibility which arises in whole or in part from the existence, validity or effect of Medina's ordinances, rules, regulations or from any statutory, common law or similar duty to the public that Medina has by virtue of its status as a municipality in the State of Washington. In any such cause, claims, suit, action or administrative proceeding is commenced, Medina shall defend the same at its sole expense and if judgment is entered or damages are awarded against Medina, Mercer Island, or both, Medina shall satisfy the same, including all chargeable costs and attorney's fees.
- (B) Subject to Section 5(A), Mercer Island shall indemnify and hold harmless Medina and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of Mercer Island, its officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against Medina or Medina and Mercer Island, Mercer Island shall defend the same as its sole cost and expense; and if final judgment be rendered against Medina and its officers, agents, and employees or jointly against Medina and Mercer Island and their respective officers, agents and employees, Mercer Island shall satisfy the same.
- (C) Medina shall indemnify and hold harmless Mercer Island and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of Medina, its officers, agents, and employees in performing

services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Mercer Island or Mercer Island and Medina, Medina shall defend the same as its sole cost and expense; and if final judgment be rendered against Mercer Island and its officers, agents, and employees or jointly against Medina and Mercer Island and their respective officers, agents and employees, Medina shall satisfy the same.

(D) This indemnification provision shall survive the expiration or termination of this Agreement.

**Section 6. Insurance; Risk of Loss:**

Each party shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance that is sufficient to protect itself against all applicable risks associated with this Agreement, including coverage necessary to address liability associated with U.S. Longshore and Harbor Workers Act and Jones Act coverage, as amended, with minimum coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Mercer Island's membership in a municipal self-insurance pool, including evidence of limits of coverage, exclusions, and limits of liability satisfactory to Medina; in addition, this requirement shall be deemed satisfied by evidence of Medina's self-insurance satisfactory to Mercer Island. Each party will be liable for all loss or damage, other than ordinary wear and tear, for property in the other's possession or control that is caused by the other party's negligence. In the event of any such loss or damage, the damaging party will pay the damaged party the full current replacement cost of such equipment or property within a reasonable time, not less than sixty (60) days after its loss or damage.

**Section 7. Duration:**

(A) This Agreement is effective upon authorization and signature by both parties. The initial contract period shall be for one year, which shall automatically renew for successive one-year terms under the same terms

and conditions indefinitely, unless one party gives the other party ninety (90) days prior written notice of its intent to terminate this Agreement.

- (B) Either party may initiate a process to terminate this Agreement as follows: the party desiring to terminate the Agreement shall provide ninety (90) days prior written notice to the other party.

**Section 8. General Provisions:**

- (A) **Governing Law; Venue; Attorney’s Fees.** This Agreement shall be governed by the laws of the State of Washington and its choice of laws rules. In the event of any suit or other proceeding instituted to enforce any term of this Agreement, the venue shall be King County, Washington. In any lawsuit between the Parties with respect to the matters covered by this Agreement, the prevailing party will be entitled to receive its reasonable attorney’s fees and costs of suit, in addition to any other relief it may be awarded.
- (B) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. Medina and Mercer Island agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- (C) **Nonwaiver.** Any failure by either party to enforce strict performance of any provision of the Agreement will not constitute a waiver that party’s right to subsequently enforce such provision or any other provision of the Agreement.
- (D) **No Assignment.** Neither this Agreement nor any of the rights or obligations of any party arising under this Agreement may be assigned to any third party, without the other party’s prior written consent, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- (E) **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties



hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

- (F) Discrimination Prohibited. Neither party shall discriminate against any employee or any person seeking service under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental or physical handicap or any other protected class status under applicable Federal, State, or Local laws.
- (G) Notices. All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in the signature blocks below.
- (H) Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
- (I) Amendments. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.
- (J) Filing Requirement. This Agreement shall be filed/posted in accordance with RCW 39.34.040.
- (K) No New Entity Created. This Agreement does not create any separate legal or administrative entity.
- (L) Administrators. The Administrators responsible for administering this Agreement are the signatories shown below, or their designees.
- (M) Holding and Disposing of Property. Mercer Island will provide all personal property used in the course of this Agreement. The Parties will not jointly hold any real property as a result of this Agreement.

City of Mercer Island

City of Medina

Jessi Bon  
City Manager  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040  
Dated:

Michael Sauerwein  
City Manager  
501 Evergreen Point Road  
Medina, WA 98039  
Dated:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Bio Park  
City Attorney

Scott Missall  
City Attorney

## INTERLOCAL AGREEMENT FOR MARINE PATROL SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”) is between the City of Mercer Island, a municipal corporation of the State of Washington, hereinafter “Mercer Island”, and the Town of Hunts Point, a municipal corporation of the State of Washington, hereinafter “Hunts Point”.

WHEREAS, Mercer Island maintains a Marine Patrol unit to provide Marine Patrol services in the water of its municipal jurisdiction; and

WHEREAS, Hunts Point borders on Lake Washington and has certain of the waters of Lake Washington within its municipal jurisdiction; and

WHEREAS, Hunts Point wishes to avail itself of the Marine Patrol services of Mercer Island in and on the waters within its municipal jurisdiction; and

WHEREAS, Mercer Island is agreeable to rendering such Marine Patrol services on terms and conditions negotiated between the parties;

NOW, THEREFORE, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 39.34, Mercer Island and Hunts Point hereby agree as follows:

### **Section 1. Definition of “Marine Patrol Services”:**

For purposes of this Agreement, “Marine Patrol Services” means the routine patrol of waters for the purpose of enforcing applicable laws and ordinances and establishing a deterrent and preventative effect in the waters, including responses to serious emergency complaints arising from conduct or situations on or under the waters, in accordance with standard emergency dispatch protocol; and the providing of fire suppression services from a Marine Patrol vessel.

### **Section 2. Mercer Island Obligations:**

In consideration of the promises of Hunts Point set forth in this Agreement and payment of the sum specified below, Mercer Island promises as follows:

- (A) Mercer Island will provide emergency services twenty-four (24) hours per day during the entire year.
- (B) Through its Marine Patrol Unit, Mercer Island shall provide routine patrol of waters on Lake Washington under the authority of Hunts Point as described under Section 1(C) for the purpose of enforcing applicable laws and ordinances, promoting boater safety, and preventing law or safety violations, including responding to emergency complaints in accordance with standard emergency dispatch protocol.
- (C) Mercer Island shall provide routine patrol services in the water areas under the jurisdiction of Hunts Point on Lake Washington by rendering service of the same level, degree, and type as rendered for Mercer Island in its jurisdiction, provided that marine patrol services shall be subject to interruption for vessel repair and maintenance. The shifts shall emphasize afternoon and early evening hours of the boating season beginning with opening day and continuing for four months (approximately April 1<sup>st</sup> through September 30<sup>th</sup> each year).
- (D) At the specific request of Hunts Point, and at times when its workload priorities permit, Mercer Island shall provide patrol services and/or respond to emergencies at times other than those of the daily boating season shift and outside the boating season.
- (E) During the first quarter of each calendar year, Mercer Island shall provide Hunts Point with an annual report of the marine patrol services rendered within Lake Washington waters, including number of calls for service (dispatched and on-view), number and type of citations and warnings issued, and safety checks made.
- (F) Furnish all personnel and any and all other things appropriate to accomplish the level of Marine Patrol services described above.

### **Section 3. Hunts Point Obligations:**

In consideration of the promises of Mercer Island set forth in this Agreement, Hunts Point's obligations are as follows:

- (A) Hunts Point confers municipal police authority on Mercer Island officers engaged pursuant to this Agreement in enforcing State laws and

regulations and Hunts Point ordinances with Hunts Point's waters for the purposes of carrying out this Agreement.

- (B) Hunts Point agrees to pay Mercer Island a fee of \$23,000 for providing Marine Patrol services for the 2022 calendar year described in Section 2 of this agreement. On January 1, 2023 and on January 1 of each year thereafter that this Agreement is in effect, the fees set for in this section shall increase by a percentage equal to the Seattle-Tacoma-Bellevue CPI-W from June to June of the preceding year, unless the increase in the Seattle-Tacoma-Bellevue CPI-W from June to June of the preceding year is less than 1%, in which case the fees set forth in this section shall increase by 1%.
- (C) Hunts Point agrees to pay the amount to Mercer Island on or before December 30<sup>th</sup> of each year, with the first payment to be made on or before December 30, 2021. Payment shall be made to the City of Mercer Island at 9611 SE 36<sup>th</sup> Street, Mercer Island, Washington 98040.
- (D) Vessel tax revenue for all of the Town of Hunts Point will accrue to the City of Mercer Island.
- (E) Hunts Point will reasonably provide public support to applications by Mercer Island for grants related to its Marine Patrol.

#### **Section 4. Supervision and Personnel:**

In the providing of services as set forth above, each agency is acting as an independent contractor so that:

- (A) Control of Personnel. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the agency providing the service through its employees.
- (B) Independent Contractors. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Mercer Island an employee of Hunts Point, and vice versa, for any purpose, including, but not limited to withholding taxes, payment of benefits, insurance, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to wither city's employee by virtue of their employment. At all times pertinent hereto, employees of Mercer Island

are acting as Mercer Island employees, and employees of Hunts Point are acting as Hunts Point employees.

- (C) Liabilities. All liabilities to employees of each agency for wages and benefits or sickness arising from performance of the law enforcement services for the other agency shall remain the liability of the employing agency.

**Section 5. Indemnification:**

- (A) In executing this agreement, Mercer Island does not assume liability or responsibility for or in any way release Hunts Point from any liability or responsibility which arises in whole or in part from the existence, validity or effect of Hunts Point's ordinances, rules, regulations or from any statutory, common law or similar duty to the public that Hunts Point has by virtue of its status as a municipality in the State of Washington. In any such cause, claims, suit, action, or administrative proceeding is commenced, Hunts Point shall defend the same at its sole expense and if judgement is entered or damages are awarded against Hunts Point, Mercer Island, or both, Hunts Point shall satisfy the same, including all chargeable costs and attorney's fees.
- (B) Subject to Section 5(A), Mercer Island shall indemnify and hold harmless Hunts Point and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of Mercer Island, its officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against Hunts Point or Hunts Point and Mercer Island, Mercer Island shall defend the same as its sole cost and expense; and if final judgment be rendered against Hunts Point and its officers, agents, and employees or jointly against Hunts Point and Mercer Island and their respective officers, agents and employees, Mercer Island shall satisfy the same.
- (C) Hunts Point shall indemnify and hold harmless Mercer Island and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages

of any nature whatsoever, which are caused by or result from any negligent act or omission of Hunts Point, its officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against Mercer Island or Mercer Island and Hunts Point, Hunts Point shall defend the same as its sole cost and expense; and if final judgment be rendered against Mercer Island and its officers, agents, and employees or jointly against Hunts Point and Mercer Island and their respective officers, agents and employees, Hunts Point shall satisfy the same.

(D) This indemnification provision shall survive the expiration or termination of this Agreement.

**Section 6. Insurance; Risk of Loss:**

Each party shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance that is sufficient to protect itself against all applicable risks associated with this Agreement, including coverage necessary to address liability associated with U.S. Longshore and Harbor Workers Act and Jones Act coverage, as amended, with minimum coverage of \$1,000,000 per occurrence / \$2,000,000 aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Mercer Island's membership in a municipal self-insurance pool, including evidence of limits of coverage, exclusions, and limits of liability satisfactory to Hunts Point; in addition, this requirement shall be deemed satisfied by evidence of Hunts Point's self-insurance satisfactory to Mercer Island. Each party will be liable for all loss or damage, other than ordinary wear and tear, for property in the other's possession or control that is caused by the other party's negligence. In the event of any such loss or damage, the damaging party will pay the damaged party the full current replacement cost of such equipment or property within a reasonable time, not less than sixty (60) days after its loss or damage.

**Section 7. Duration:**

- (A) This Agreement is effective upon authorization and signature by both parties. The initial contract period shall be for one year, which shall automatically renew for successive one-year terms under the same terms and conditions indefinitely, unless one party gives the other party ninety (90) days prior written notice of its intent to terminate this Agreement.
- (B) Either party may initiate a process to terminate this Agreement as follows: the party desiring to terminate the Agreement shall provide ninety (90) days prior written notice to the other party.

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- (A) **Governing Law; Venue; Attorney's Fees.** This Agreement shall be governed by the laws of the State of Washington and its choice of laws rules. In the event of any suit or other proceeding instituted to enforce any term of this Agreement, the venue shall be King County, Washington. In any lawsuit between the Parties with respect to the matters covered by this Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs of suit, in addition to any other relief it may be awarded.
- (B) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. Hunts Point and Mercer Island agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- (C) **Nonwaiver.** Any failure by either party to enforce strict performance of any provision of the Agreement will not constitute a waiver that party's right to subsequently enforce such provision or any other provision of the Agreement.
- (D) **No Assignment.** Neither this Agreement nor any of the rights or obligations of any party arising under this Agreement may be assigned to any third party, without the other party's prior written consent, which consent shall not be unreasonably withheld. Subject to the



- foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- (E) No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.
- (F) Discrimination Prohibited. Neither party shall discriminate against any employee or any person seeking service under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental or physical handicap or any other protected class status under applicable Federal, State, or Local laws.
- (G) Notices. All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in the signature blocks below.
- (H) Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
- (I) Amendments. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.
- (J) Filing Requirement. This Agreement shall be filed/posted in accordance with RCW 39.34.040.
- (K) No New Entity Created. This Agreement does not create any separate legal or administrative entity.
- (L) Administrators. The Administrators responsible for administering this Agreement are the signatories shown below, or their designees.

(M) Holding and Disposing of Property. Mercer Island will provide all personal property used in the course of this Agreement. The Parties will not jointly hold any real property as a result of this Agreement

City of Mercer Island

Town of Hunts Point

Jessi Bon  
City Manager  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040  
Dated:

3000 Hunts Point Road  
Hunts Point, WA 98004  
Dated:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Bio Park  
City Attorney

David Linehan, Madrona Law Firm  
Town Attorney



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5991**  
**December 7, 2021**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5991: Disposal of Surplus Property	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Approve deconstruction/demolition of 4004 Island Crest Way.	<input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

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

<b>AMOUNT OF EXPENDITURE</b>	\$ Choose an item.
<b>AMOUNT BUDGETED</b>	\$ Choose an item.
<b>APPROPRIATION REQUIRED</b>	\$ Choose an item.

### SUMMARY

The purpose of this Agenda Bill is to seek City Council authorization to dispose of a City-owned structure through deconstruction or demolition.

#### BACKGROUND

In July of this year, the City of Mercer Island acquired a vacant one-story house at 4004 Island Crest Way, built in 1954 – the property was in the early stages of a complete remodel (see Exhibit 1 for parcel location and sample property photos). The City intends to remove the house entirely, revegetate the exposed soil, and use the parcel to address current transportation needs for the nearby intersection of SE 40<sup>th</sup> Street with Island Crest Way, as well as future capacity growth at the intersection.

Over the past few months, staff have been researching removal options, and have performed a number of related activities that must be completed before work can begin. These activities include:

- Requesting permanent removal of gas and electric service by PSE
- Arranging for City Utility Crews to turn off and protect the water service for future use
- Completion of an ISA Tree Risk Assessment; contracting the removal of the identified hazard trees
- Arranging an asbestos test of roofing materials
- Securing the necessary demolition permits

- Issuing a Request for Bids (RFB) for the removal of the structure

In the interests of sustainability, the City wishes to ensure that all usable material is salvaged beforehand, and it is understood that salvage is often performed by the contractor at no, or minimal cost, in exchange for receipt of the extracted materials. Based on preliminary assessments, a full set of new windows, a new unused gas furnace, and some larger sandstone chimney blocks may be of interest; the wood flooring is screwed down, rendering it very difficult to salvage successfully.

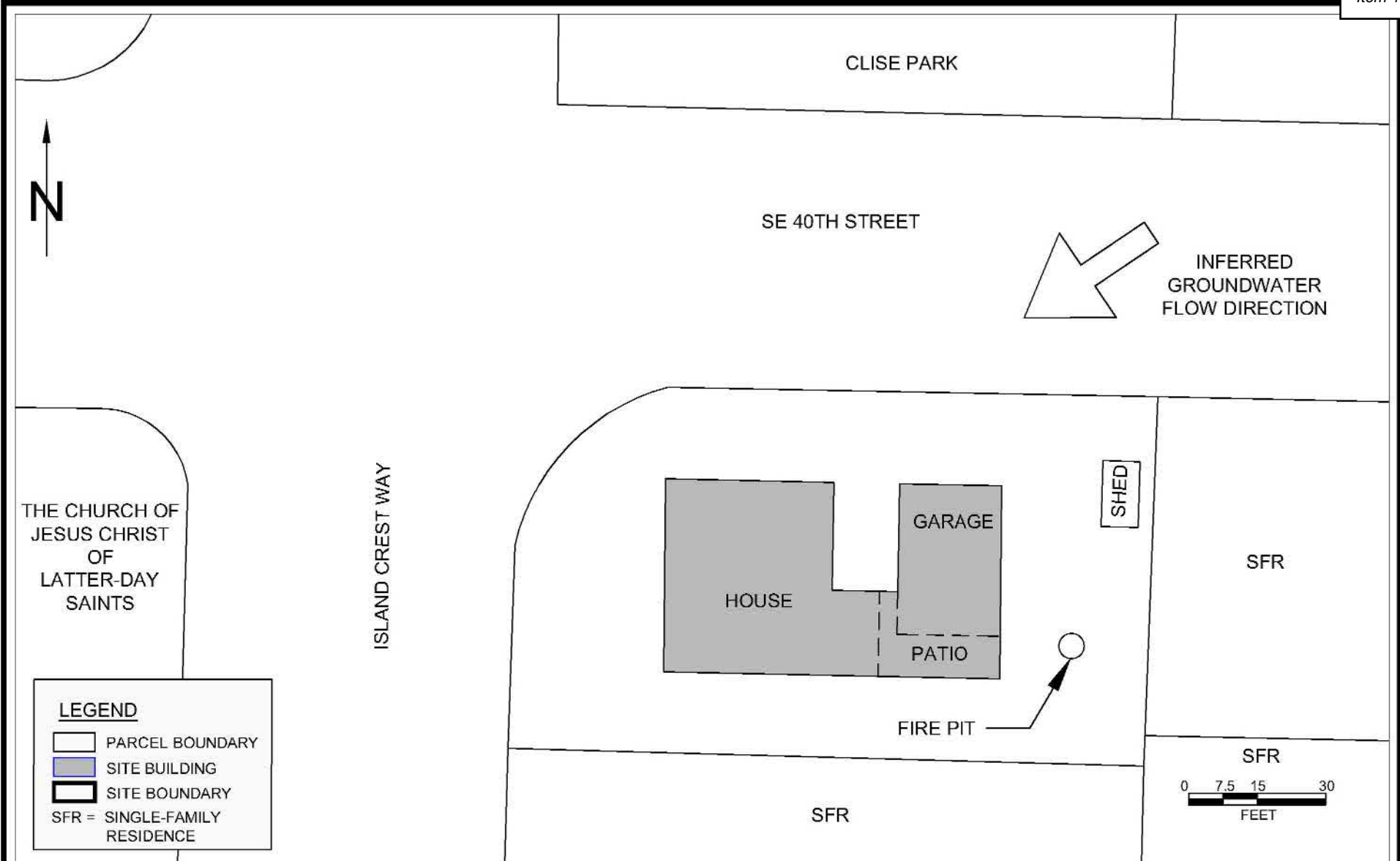
The City has issued a RFB for removal of the structure and would prefer to see the asset manually deconstructed, to generate the least waste possible and save historic roof timbers and other lumber of value. Due to the careful and methodical nature of deconstruction work, staff expect that this approach may take longer and potentially cost more than traditional demolition. As such, the RFB has been scoped to include both methods of disposal. Regardless, either approach must comply with all applicable King County disposal and recycling requirements.

Bids are due December 16, 2021. The expected range for deconstruction is \$25-45,000 depending on the approach selected by each bidder and how many components they believe to be salvageable. Staff plan to assess bids by mid-late December, with the expectation that all site work will be completed by mid-February, 2022. Funds to pay for the project will come from the Street Fund.

## RECOMMENDED ACTION

Staff recommends the City Council:

1. Declare the vacant one-story structure at 4004 Island Crest Way as surplus.
2. Authorize the City Manager to negotiate and execute an agreement in an amount not to exceed \$45,000 to deconstruct, salvage, demolish, and fully remove the one-story surplus structure at 4004 Island Crest Way.
3. Appropriate \$45,000 in Street Fund available fund balance to deconstruct the surplus vacant structure located at 4004 Island Crest Way.



**LEGEND**

- PARCEL BOUNDARY
- SITE BUILDING
- SITE BOUNDARY
- SFR = SINGLE-FAMILY RESIDENCE



**ATLAS GEOSCIENCES NW**

P.O. BOX 1009  
SUMNER, WA 98390

DRAWN BY:	FR
PROJ. NO:	2021-068
DATE:	JULY 2021
APPROX SCALE:	SEE ABOVE
PRJ MGR:	BQ

**SITE PLAN** **FIGURE 2**

**REVIVE REALTY PROPERTY**

**4004 ISLAND CREST WAY  
MERCER ISLAND, WASHINGTON**



Street view of 4004 Island Crest Way looking south across SE 40th Street



Sample interior view



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

**AB 5980  
December 7, 2021  
Consent Calendar**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>  <b>RECOMMENDED ACTION:</b>	AB 5980: Third Reading of Ordinance No. 21C-18 Amending Chapter 7.04 MICC – Animal Code.	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
	Adopt Ordinance No. 21C-18, and authorize letter to King County Council	

<b>DEPARTMENT:</b>	Police
<b>STAFF:</b>	Mike Seifert, Commander Bio Park, City Attorney Eileen Keiffer, Special Counsel
<b>COUNCIL LIAISON:</b>	n/a n/a
<b>EXHIBITS:</b>	1. Ordinance No. 21C-18 (Proposed) 2. Letter from Mercer Island City Council to King County Council (Draft)
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ 0

**SUMMARY**

This is a third reading of Ord. 21C-18, amending MICC Chapter 7.04, regulating control of animals. The first reading of the ordinance was [AB 5921](#) on August 31, 2021. The second reading was [AB 5939](#) on October 5, 2021. The third reading version of the ordinance incorporates edits requested by the City Council at first and second reading, except as noted below.

Pursuant to direction from the City Council at or before second reading, Staff made the following changes to the proposed ordinance:

- MICC 7.04.110(B) – removed the term “trained seeing eye dog” and “any dog which is trained to aid the disabled” with the more inclusive and precise term of “service animals as defined in RCW 49.60.040” to be consistent with previous suggested change to subsection (A)
- MICC 7.04.125 – change to have the City Clerk receive the request for review of a potentially dangerous dog designation; other minor revisions to subsections (B)-(C) for readability
- MICC 7.04.235 – change to have the City Clerk receive the request for appeal, consistent with other City procedures regarding administrative appeals

- Throughout – capitalization of the term “Owner” and capitalization and use of the term “the City” for consistency (rather than “City” and “City of Mercer Island”)

Certain amendments suggested at second reading, however, regarding revising the definitions of “dangerous dog” and “potentially dangerous dog” are not recommended because they deviate from the controlling state statute (RCW) and have therefore not been included in the draft for third reading. Deviating from the plain language of the RCW poses legal and enforcement challenges, negatively impacting the City’s ability to enforce protections regarding dangerous dogs and potentially dangerous dogs. Maintaining standards consistent with RCW for declaring dogs “dangerous” and “potentially dangerous” will ensure the City’s ability to enforce its animal control code, because the RCW standards have been successfully tested in Washington courts.

Finally, this ordinance is intended to be a temporary measure until King County adopts its new animal control code, which the County has been working on since 2019. The ILA between the City and King County for animal control services requires the City to substantially adopt King County’s animal control code. A draft letter from the Mercer Island City Council to the King County Council urging efforts to complete the rewrite of their animal control code is included in the City Council packet for Council’s consideration.

## RECOMMENDATION

1. Adopt Ordinance No. 21C-18, amending Chapter 7.04 MICC – Animal Code, as set forth in Exhibit 1 to AB 5980.
2. Authorize Mayor Wong to send on behalf of the City Council a letter to the King County Council, substantially in the form attached as Exhibit 2 to AB 5980 regarding the planned revision of King County Code Title 11.



**CITY OF MERCER ISLAND  
ORDINANCE NO. 21C-18**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, AMENDING CHAPTER 7.04 MERCER ISLAND CITY CODE, RELATING TO ANIMALS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to chapter 16.08 RCW, the City of Mercer Island (City) is authorized to regulate potentially dangerous dogs, dangerous dogs, and appeals of decisions by the City relating to potentially dangerous dogs and dangerous dogs; and

**WHEREAS**, current City code, chapter 7.04 MICC (Animal Code), lacks provisions for determining that an animal is a potentially dangerous dog, clarity on requirements for owners of dangerous dogs, and a method for appeals of decisions by the City relating to potentially dangerous dogs and dangerous dogs; and

**WHEREAS**, the City Council hereby finds that amendments to chapter 7.04 MICC are necessary to bring City code into compliance with state law and to preserve the public peace, health, safety, and welfare; NOW, THEREFORE,

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

**Section 1. Amendment of Chapter 7.04 MICC, Animal Code.** Chapter 7.04 MICC, Animal Code, is hereby amended in the form provided in the attached Exhibit A, which is incorporated herein by reference.

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

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

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

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

ATTEST:

APPROVED AS TO FORM

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

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

Date of publication:

**Exhibit A**  
**Chapter 7.04 MICC – ANIMAL CODE**

**Sections:**

- 7.04.005 Short title.**
- 7.04.010 Purpose.**
- 7.04.020 Definitions.**
- 7.04.030 Annual license required – Tag.**
- 7.04.040 Application for license – Fees.**
- 7.04.050 Special permanent license – Purchase by residents 65 years of age or older.**
- 7.04.060 Late penalty.**
- 7.04.070 Dog collar – Shape and size of license tag – Removal of tag.**
- 7.04.080 Lost tag – Replacement fee.**
- 7.04.090 Change in ownership – Fee.**
- 7.04.100 License refund.**
- 7.04.110 Unlawful conduct – Owner responsible for violations.**
- 7.04.115 Determination of off-leash areas.**
- 7.04.120 Potentially Dangerous Dogs**
- 7.04.130 Dangerous Dogs**
- 7.04.140 Confiscation of Dangerous Dogs**
- 7.04.210 Confinement of biting animal.**
- 7.04.220 Enforcement power.**
- 7.04.230 Violation – Penalty.**
- 7.04.235 Appeals of Potentially Dangerous Dog Declarations or Dangerous Dog Declarations**
- 7.04.240 RCW Title 16, Animals and Livestock.**

**7.04.005 Short title.**

This chapter may be known and cited as the “Mercer Island animal code.”

**7.04.010 Purpose.**

This chapter is enacted for the purpose of regulating the keeping of animals within the Ceity. The fees, charges and penalties collected under this chapter shall be budgeted to defray, in whole or in part, the expense of such regulation.

#### 7.04.020 Definitions.

In construing the provisions of this chapter, except where otherwise plainly declared or clearly apparent from the context, words used shall be given their common and ordinary meaning; in addition, the following definitions shall apply:

1. "Animal" includes any living creature except man.
2. "Animal control authority" means the City, the King County animal control division, department of general services, as agent of the Ceity, or any other duly authorized agent of the Ceity, acting alone or in concert with other municipalities for enforcement of the animal control laws of the Ceity and state and for the shelter and welfare of animals.
3. "Animal control officer" means any individual employed by, contracted with, or appointed by the Ceity for the purpose of aiding in the enforcement of this chapter or any other law or ordinance relating to the licensing of animals, control of animals or seizure and impoundment of animals, and includes any state or municipal police officer, sheriff, constable or other employee whose duties, in whole or in part, include assignments which involve the seizure and taking into custody of any animal.
4. "At large" or "running at large" means to be off the premises of the Qewner and not under the control of the Qewner or of a competent person authorized by the Qewner, whether by leash or otherwise; but an animal within an automobile or other vehicle of its Qewner shall be deemed to be upon the Qewner's premises.
5. "Associated school facilities" means any property or facility associated with the instruction of children or people under college age that is purchased, constructed or owned by, on behalf of, or for the use of any public entity.
6. "Barking dog" means any dog which, by habitual howling, yelping or barking annoys, injures or endangers the comfort, repose, health or safety of others in a neighborhood or public place.
7. "Dangerous Dog" means any dog that:
  - a. inflicts severe injury on a human being without provocation on public or private property.
  - b. kills a domestic animal without provocation while the dog is off the Owner's property.  
or
  - c. has been previously found to be potentially dangerous because of injury inflicted on a human, the Owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans.
- ~~8-7.~~ "Depredatory animal" means any animal of either sex whose actions or habits customarily defile, despoil or damage property of persons other than its Qewner.
- ~~9-8.~~ "Dog" means an animal of the species Canis familiaris, including both male and female, altered or unaltered.

109. “Domestic animal” means but is not limited to, any dog, cat, rabbit, horse, mule, ass, bovine animal, lamb, goat, sheep, hog, or other animal made to be domestic.

1140. “Grooming parlor” means any place or establishment, public or private, where animals are bathed, clipped or combed for a consideration, for the purpose of enhancing their aesthetic value.

1244. Harboring. The occupant of any premises on which an animal remains or to which it customarily returns daily for food and care for a period of 10 days is presumed to be “harboring” or “keeping” the animal within the meaning of this title.

1342. “Hobby kennel” means a noncommercial kennel at, or adjoining, a private residence where four or more adult dogs or four or more adult cats are bred and/or kept for hunting, training, exhibition for organized shows, field, working and/or obedience trials, or for enjoyment of the species. An adult dog or cat is one of either sex, altered or unaltered, that has reached the age of four months.

1443. “Kennel” means a place where four or more adult dogs or four or more adult cats or any combination thereof are kept whether by Owners of the dogs and cats or by persons providing facilities and care whether or not for compensation, but not including a small animal hospital or clinic or pet shop. An adult dog or cat is one of either sex, altered or unaltered, that has reached the age of four months.

1544. “Leash” means a cord, thong or chain, not more than eight feet in length by which an animal is controlled by the person accompanying it.

1645. “License,” when not preceded by the word “kennel” or “hobby kennel,” means the dog license issued by or on behalf of the Ceity under this chapter.

1746. “Officer or official” means any police officer or any officer, official person or persons designated by the Ceity manager or by ordinance of this Ceity to issue licenses, pick up, restrain, impound, sell, dispose or give notice of any other acts, duties or functions prescribed by ordinance of the Ceity relating to the animals regulated in this chapter.

1847. “Off-leash area” means those areas located in public park properties, as designated by sign, where dogs are allowed to be off-leash, but under control.

1948. “Owner” means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of an animal. ~~having an interest in or right to possession of an animal or any person having control, custody or possession of an animal or who by reason of the animal being seen residing consistently at a location shall be presumed to be the owner or keeper.~~

2049. “Pack of dogs” consists of a group of three or more dogs running upon either public or private property not that of the dogs’ Owner in a state in which either control of the dog or its ownership is in doubt and when such dogs are not under control.

2120. “Pet shop” means any establishment or place where live animals, birds or fish and/or supplies are kept and offered for sale to the public.

2224. “Playground” means a portion of a public park property containing play structures or components designed and constructed for children that includes the ground level area beneath

and immediately adjacent to a play structure or equipment. The boundaries of the playground shall be determined by the edge of all impervious surfaces or landscaping bordering the playground area.

23. "Potentially dangerous dog" means any dog that when unprovoked: (a) Inflicts bites on a human or a domestic animal either on public or private property, or (b) chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, or any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or to cause injury or otherwise to threaten the safety of humans or domestic animals.

24. "Proper Enclosure of a Dangerous Dog" means, while on the Owner's property, a Dangerous Dog shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top, and shall also provide protections from the elements for the dog.

2522. "Public emergency" means any situation resulting from conditions of war, insurrection, contagious diseases or other circumstances which, in the opinion of the police chief and/or fire chief, warrants the restraint and confinement of animals within the premises of the Owner or keeper.

2623. "Public park property" means a property, including trails, forests, parks, facilities or open space areas purchased, constructed or owned by, on behalf of, or for the use of a public entity.

2724. "Public school ground" means any property purchased, constructed or owned by, on behalf of, or for the use of a public entity associated with the instruction of children or people under college age.

2825. "Public swimming area" means any body of water or portion of the body of water designated and signed for swimming, diving or recreational bathing, not contained in a structure, chamber or tank. This includes lakes, ponds, and streams, and similar outdoor facilities which are partially natural in character, together with buildings, equipment and appurtenances pertaining thereto, regardless of whether a fee is charged for the use.

2926. Restraint. An animal is considered to be under "restraint" if it is confined within the property limits of its Owner by a suitable fence or securely fixed object.

30. "Severe Injury" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

3127. "Shelter" means a facility which is used to house or contain stray, homeless, abandoned or unwanted animals and which is owned, operated or maintained by a public body, an established humane society, animal welfare society, society for the prevention of cruelty to animals or other nonprofit organization devoted to the welfare, protection and humane treatment of animals.

3228. "Spayed female" means a female dog which has been altered by a licensed veterinarian to avoid or prevent conception. Proof of such alteration must be evidenced by the certificate of a licensed veterinarian.

3329. “Synthetic turf” means any manufactured surface used to cover a field, playground, or other recreational facility.

3430. “Sports field or sports court” means a portion of public land where a play surface is designed or prepared for practicing or playing a game, including but not limited to soccer fields, baseball fields, football fields, tennis courts or basketball courts.

3534. “Under control” means the animal is on a leash or under voice and/or signal control so as to be thereby restrained from approaching any bystander or other animal or from causing or being the cause of physical or property damage when off a leash or off the premises of the Qowner. The animal is not under control if it charges, chases, jumps on, or displays aggression toward other people or animals, or behaves in a way that any reasonable person would find disturbing.

3632. “Under voice and/or signal control” means the immediate recall of an animal to the person in control of the animal when signaled or called. To be under effective voice and/or signal control, the animal must be within the sight of the person in control.

3733. “Veterinary hospital” includes any establishment maintained and operated by a licensed veterinarian for the diagnosis, treatment and care of diseased or injured animals and for their care and training.

#### **7.04.030 Annual license required – Tag.**

Except as provided in MICC 7.04.070, it is unlawful to keep or harbor a dog over four months of age within the City unless an animal license is procured for the animal annually from the City or the City’s authorized agent. The provisions of this section shall not apply to dogs whose Qowners are nonresidents, temporarily within the City for a period not exceeding 30 days, nor to dogs kept in duly licensed kennels during the period they are kept at such kennel, nor to dogs in the custody of a veterinarian.

#### **7.04.040 Application for license – Fees.**

Dog licenses shall be issued by the animal control authority upon application and payment of an annual license fee in the sum stipulated by the county ordinance currently in effect during the applicable contract year. Applications for a dog license shall be on forms provided by the animal control authority. The application shall list the name, address and phone number of the Qowner of the animal and such information shall be kept by the licensing official together with the number of the license issued.

#### **7.04.050 Special permanent license – Purchase by residents 65 years of age or older.**

City residents 65 years of age or older shall be entitled to purchase a special permanent license for the lifetime of the dogs for which they are the registered Qowner when the animals are maintained at the Qowners’ residence. Eligible residents may purchase the special permanent animal licenses at the price stipulated by the county ordinance currently in effect during the applicable contract year for each licensed dog, and they shall not be required to annually purchase a new license for the lifetime of such licensed animals; provided, that no person shall be granted more than three permanent animal licenses for any combination of three dogs for which they are the registered Qowner; provided further, that any permanent license issued under this section shall terminate at any time the person issued such license ceases to be the

Qowner of the licensed dog; and provided further, that the animal control authority is authorized to enact the necessary rules and procedures to efficiently implement the program.

#### **7.04.060 Late penalty.**

In addition to the appropriate license fee, a late penalty shall be charged to each Qowner who does not obtain a required license in the sum stipulated by the county ordinance currently in effect during the applicable contract year; however, no late penalty shall be charged if:

- A. The Qowner submits proof of purchase of the animal within the preceding 30 days; or
- B. The Qowner has moved into the Ceity within the preceding 30 days; or
- C. The animal had been under the age which requires a license (four months); or
- D. The Qowner purchases the license(s) voluntarily, prior to in-person or field contact by animal control personnel; or
- E. The Qowner submits other proof deemed acceptable in the rules and regulations of the animal control division.

#### **7.04.070 Dog collar – Shape and size of license tag – Removal of tag.**

Upon payment of the license fee, the animal control authority shall issue to the Qowner a tag for each dog so licensed. Each licensed dog shall be provided by the Qowner with a suitable collar or harness which shall be worn by the animal at all times when it is off the Qowner's premises. To such collar or harness shall be affixed a license tag provided by the animal control authority for the current year for which a license has been procured; provided, that a collar and license tag need not be worn by a show dog when under the control of its handler at an authorized show. Such license tag shall be so affixed as to hang and be discernible to a person of normal vision at not less than 10 feet. The license tag shall be stamped with the number and year for which it is issued. As an alternative to a license tag, at the option of the Qowner, a dog may be identified as licensed by being tattooed on its right ear or on its inside right thigh or groin with a license number approved or issued by the Ceity animal control authority.

#### **7.04.080 Lost tag – Replacement fee.**

Any Qowner of a licensed dog whose current license tag has been lost or destroyed may obtain a replacement tag, prior to impounding of such dog, by payment of a fee established by the animal control authority.

#### **7.04.090 Change in ownership – Fee.**

Whenever the ownership of a dog changes, the new Qowner shall notify the licensing official and pay to the official a sum equal to 50 percent of the annual fee, whereupon the licensing official shall change the record accordingly for such dog and the previously issued license for such dog shall remain valid for the remainder of the year; provided, that license tags may be transferred by the Qowner from one dog to another owned by him if the dog for which the license was originally issued is dead, has been sold or otherwise disposed of.

#### **7.04.100 License refund.**



No refund shall be made on any dog license fee because of the death of the animal or the Qowner's departure from the Ceity prior to the expiration of the license period.

**7.04.110 Unlawful conduct – Owner responsible for violations.**

The Qowner of an animal is responsible for, and may be charged with and held liable for, violations committed by his or her animal. It is unlawful as follows:

A. For a domestic animal, with the exception of cats and service animals as defined in RCW 49.60.040, to enter or remain upon:

1. Any public school ground, or associated school facilities,
2. Any playground,
3. Any sports court,
4. Any sports field with a synthetic turf surface,
5. Any sports field without a synthetic turf surface when practices, games, or other organized activities are in progress; otherwise, an animal must be under control when at the sports field,
6. From May 1 to September 30, any public swimming area as designated by sign,
7. From October 1 to April 30, any public swimming area as designated by sign, except when on a leash,
8. The northeast quadrant of Pioneer Park, Deane's Children's Park ("Dragon Park") or Luther Burbank park property unless such animal is restrained by a leash or in a designated off-leash area on Luther Burbank park property, or
9. Any other public park property not referred to in subsections (A)(1) through (8) of this section, unless such animal is under control.

Any animal which enters or remains upon any such public property contrary to these provisions is declared to be a public nuisance and may be impounded as such; provided, that the provisions of this section shall not apply to any controlled dog show, trial or class held on any public park property pursuant to authority granted by the city parks and recreation director, any service animals as defined in RCW 49.60.040~~trained seeing eye dog, any dog which is trained to aid the disabled,~~ animal shows, exhibitions or dog training classes;

B. For any animal to enter any place where food is stored, prepared, served or sold to the public, or any other public building or hall. This section shall not apply to service animals as defined in RCW 49.60.040~~a trained seeing eye dog, any dog which is trained to aid the disabled,~~ to veterinary offices or hospitals, to animal shows, exhibitions or organized dog training classes where at least 24 hours' advance notice has been given to the animal control authority by such persons requesting to hold such animal shows, exhibitions or dog training classes;

C. For a female dog to run at large while in heat (estrus);

D. For a domestic animal, with the exception of cats, to roam, run, stray or to be away from the premises of the Qowner and to be on any other public place or on any other public property or

the private property of another in the Ccity, unless such animal while away from such premises is under control or restrained by leash, such control to be exercised by the Owner or other competent and authorized person; and any such animal found roaming, running, straying or being away from the premises of the Owner and not under control as herein provided may be impounded subject to redemption in the manner provided by this chapter. The Owner of any licensed dog found roaming, running, straying, or being away from such premises contrary to the provisions of this subsection shall, in lieu of the dog being impounded, be issued an infraction for a violation of this chapter;

E. For any domestic animal to chase, run after or jump at vehicles using the public streets and alleys;

F. To harbor or permit on one's own property, property of another or a public place a barking dog after having received notice, written or oral, by the animal control officer or the Ccity that a complaint, written or oral, has been made against such barking dog;

G. To keep, harbor or maintain animals known to have a contagious disease unless under the treatment of a licensed veterinarian;

H. For cattle, horses, goats, swine or sheep to escape from the premises owned, leased or occupied by the Owner or custodian of such animals, or for such animals to run at large onto the streets, sidewalks or ways of the Ccity or upon any property not owned, leased or occupied by such person;

I. To stake out or tether cattle, horses, or goats upon public property of the Ccity or upon the property of any person other than the Owner of such animals without the prior consent of the Owner, lessee or occupant of the land upon which such animals are staked or tethered;

J. For a domestic animal to defecate on any public property or private property not owned by the Owner unless the Owner or person in control of said domestic animal immediately removes the deposited fecal matter from said property;

K. For a person to have more than two animals under control on any public property.

#### **7.04.115 Determination of off-leash areas.**

The city council will determine off-leash areas.

#### **7.04.120 Potentially Dangerous Dogs.**

A. Declaration of a Dog as Potentially Dangerous. The Animal Control Authority may declare a dog to be a Potentially Dangerous Dog, and place restrictions on such dog, if the Animal Control Authority has probable cause to believe that the dog falls within the definition of Potentially Dangerous Dog set forth in RCW 16.08.070 (or as hereafter amended). Such declaration must be based upon the following types of evidence, any amount or combination of which results in probable cause:

1. A declaration of a person that the animal has acted in a manner which causes it to fall within the definition of "Potentially Dangerous Dog;"

2. Animal bite report(s) filed with the Animal Control Authority;

3. Action(s) of the animal witnessed by any employee of the Animal Control Authority or law enforcement officer; or

4. Other substantial evidence, such as photographs of injuries caused by the animal, medical reports, etc.

B. The notice of written declaration shall be in writing and served on the Owner in one of the following methods: Certified and regular mail to the Owner's last known address and/or personal service. The declaration shall include, but is not limited to:

1. A description of the dog;
2. The name and address of the Owner of the dog, if known;
3. The whereabouts of the dog if not in custody of the Owner;
4. A brief summary of the facts upon which the declaration is based, if known, including the definition of Potentially Dangerous Dog under which the declaration is being made and all reasons for which the Animal Control Authority considers the animal to be a Potentially Dangerous Dog;
5. The statutory and municipal code basis for the proposed action;
6. A statement that the dog is subject to the restrictions or controls placed on the animal or Owner as a result of the declaration; and
7. The ability and process for appealing the declaration by submitting a written request to the Animal Control Authority.

C. Appeal. Appeals of Potentially Dangerous Dog declarations shall be heard by the City of Mercer Island Hearing Examiner and conducted in accordance with MICC 7.04.235.

D. Exclusions. A dog shall not be declared a Potentially Dangerous Dog if the Animal Control Authority or Hearing Examiner determines that the threat, injury, or damage alleged to have been committed by the dog was sustained by a person who was at the time committing a willful trespass or other tort upon the premises occupied by the Owner of the dog, or who was tormenting, abusing, or assaulting the dog, or who has in the past been observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime. Further, this Section 7.04.120 shall not apply to police dogs as defined in RCW 4.24.410.

E. Restraint. Notwithstanding any other provisions of this Chapter, it is unlawful for an Owner of a Potentially Dangerous Dog to permit the dog to be allowed or permitted to run free and physically unrestrained or off leash or not otherwise under physical restraint, unless within a fenced yard or similar restraint reasonably designed to prevent the dog from running free and physically unrestrained. It is provided, however, that the top of such fence shall be at least six feet in height as measured from the ground level, unless there is a secured top – full enclosure – to the fenced-in area; and it is further provided, that such fence or enclosure area shall comply with all applicable City codes. For purposes of this section, a dog solely under voice and/or signal control shall be considered to be “physically unrestrained.” Any person who violates this section shall be guilty of a misdemeanor.

F. The Owner of a Potentially Dangerous Dog is responsible for taking measures to ensure that the dog does not escape the above restraints.

#### **7.04.125 Review of Potentially Dangerous Dog Designation.**

A. If, after twenty-four (24) months of the Animal Control Officer declaring an animal a Potentially Dangerous Dog (provided such declaration is not overturned by the Hearing Examiner or a reviewing court), no violations of this chapter or RCW Ch. 16.08 have occurred,

the Owner of a Potentially Dangerous Dog may request review of the Potentially Dangerous Dog designation. The request shall be made in writing and submitted to the City Clerk.

B. Review and notification to the Owner of the outcome of the request shall be made within thirty (30) days of the City's receipt of the written request. The outcome of the request shall be determined by the Animal Control Authority pursuant to this section and shall be the final decision of the City.

C. Reclassification of a Potentially Dangerous Dog pursuant to this section means that the dog will no longer be considered a Potentially Dangerous Dog by the City pursuant to this Chapter, unless the dog is again declared to be a Potentially Dangerous Dog as set forth in this Chapter.

#### **7.04.130 Dangerous Dogs**

A. This Section 7.04.130 is supplemental to the provisions of RCW 16.08.080 and 16.08.090(or as may be hereafter amended).

B. Should the Animal Control Authority issue a final determination that a dog is a Dangerous Dog, the Owner may appeal the Animal Control Authority's determination. Appeals of Dangerous Dog determinations shall be heard by the City of Mercer Island Hearing Examiner and conducted in accordance with MICC 7.04.235.

C. In addition to other licensing fees as provided within this Chapter, the Owner of a Dangerous Dog shall pay to the City a Dangerous Dog registration fee in the amount of \$250.00 for calendar year 2021 and for subsequent years, starting in 2022, the registration fee shall be in an amount as set by the City Council in the City fee schedule. Further, the Owner of a Dangerous Dog shall comply with the City's Dangerous Dog registration procedures, including providing the City with a photograph of the Dangerous Dog each year. Such photograph(s) shall show the dog's coloring and body shape.

#### **7.04.140 Confiscation of Dangerous Dogs**

A. This Section 7.04.140 is supplemental to the provisions of RCW 16.08.100 (or as may be hereafter amended).

B. A Dangerous Dog impounded in violation of Dangerous Dog requirements shall not be released during investigation of or prosecution due to failure to comply with Dangerous Dog requirements. Any person convicted of failing to comply with Dangerous Dog requirements shall make restitution to the City for all costs incurred in boarding and disposition of such dog and shall forfeit any interest in such dog.

#### **7.04.210 Confinement of biting animal.**

It is unlawful for the Owner of any animal, when notified that such animal has bitten any person or has so injured any person as to cause an abrasion of the skin, to sell or give away such animal or permit to allow such animal to be taken beyond the limits of the City except to a veterinary hospital, and it shall be the duty of such Owner upon receiving notice of such biting to immediately place such animal in a duly licensed veterinary hospital where such animal shall be confined for a period of at least 10 days or to deliver such animal to any officer for such placement; provided, upon authorization of a licensed veterinarian with the consent of the city authorized health officer, such animal may be released to the custody of its Owner upon the

Owner's undertaking to keep the same securely chained and confined to the premises of the Owner and segregated from any other animals during such observation period.

#### **7.04.220 Enforcement power.**

- A. The county animal control authority, as agent of the City, or any other duly authorized agent of the City acting alone or in concert with other municipalities, is authorized to take such lawful action as may be required to enforce the provisions of this chapter and the laws of the state as they pertain to animal cruelty, shelter, welfare and enforcement.
- B. The officer or official shall not enter a building designated for use for private purposes unless a proper warrant has first been issued upon a showing that the officer or official has reasonable cause to believe an animal is being maintained in the building in violation of this chapter.
- C. The officer or official, while pursuing or observing any animal in violation of this title, may enter upon any public or private property, except any building designated for and used for private purposes, for the purpose of abating the animal violation being pursued or observed.
- D. No person shall deny, prevent, obstruct, or attempt to deny or prevent or obstruct an officer from pursuing any animal observed to be in violation of this title. Further, no person shall fail or neglect, after a proper warrant has been presented, to promptly permit the officer or official to enter private property to perform any duty imposed by this chapter.

#### **7.04.230 Violation – Penalty.**

Any person who violates, or whose animal violates, any provision of this chapter may be issued a civil infraction, as authorized by Chapter 7.80 RCW, unless otherwise specified by this Chapter. Each separate day of noncompliance with this chapter shall be deemed a separate violation of this chapter and subject to a separate notice of civil infraction. The city manager will be authorized to set a fine not to exceed \$250 for each violation. A notice of infraction issued under this section shall comply with the requirements of RCW 7.80.070 and represents a determination that a civil infraction has been committed. This determination is final unless the person seeks a contested or mitigated hearing pursuant to RCW 7.80.080.

#### **7.04.235 Appeals of Potentially Dangerous Dog Declarations or Dangerous Dog Declarations**

A. Filing. A notice of appeal, substantially in the form prescribed, shall be filed with the City Clerk within twenty (20) days of receiving a Potentially Dangerous Dog Declaration or final Dangerous Dog determination (notices that are mailed will be presumed to have been delivered three days after placing the notice in the mail for delivery). No fee is required to file a notice of appeal under this section 7.04.235. If the Owner does not file a timely written request for hearing, the restrictions imposed in connection with the Potentially Dangerous Dog Declaration or final Dangerous Dog determination shall remain in effect for the life of the animal, unless sooner lifted by action of the Animal Control Authority or a court of competent jurisdiction.

B. Form. An appeal pursuant to this section shall be written and shall conform substantially to the following requirements:

1. A caption reading: "Appeal of \_\_\_\_\_," giving the names of all appellants participating in the appeal;

2. A brief statement setting forth the legal interest of each of the appellants;
3. A brief statement of the specific action appealed, together with any material facts claimed to support the contentions of the appellant(s);
4. A brief statement of the relief sought, and the reasons why the Potentially Dangerous Dog Declaration or final Dangerous Dog determination should be reversed, modified, or otherwise set aside;
5. Signatures of all parties named as appellants, and their official mailing addresses; and
6. Certification (by signature of the appellant(s)) that to the best of the appellant(s)' knowledge, information, and belief, the appeal is well grounded in fact.

C. Scheduling of Hearing. Upon receipt of a timely filed notice of appeal, a hearing shall be scheduled not more than 60 days from the date of the filing of the notice of appeal. The Hearing Examiner shall send written notice of the date of the hearing to the appellant(s) and the Animal Control Authority at least 20 days prior to the scheduled hearing date. It shall be the responsibility of the parties to notify witnesses of the hearing date. The failure of the appellant(s) to appear at the hearing shall result in a denial of the appeal and upholding of the Potentially Dangerous Dog Declaration or final Dangerous Dog determination.

D. Enforcement Stayed During Pendency of Appeal. Unless otherwise determined by the Hearing Examiner, enforcement of the Potentially Dangerous Dog Declaration or final Dangerous Dog determination shall be stayed during the pendency of the appeal.

E. Duties of the Hearing Examiner. The Hearing Examiner may uphold, dismiss, or modify the Potentially Dangerous Dog Declaration or final Dangerous Dog determination. A written order shall be prepared and signed by the Hearing Examiner.

F. Presentation of Evidence. At the appeal hearing, the Hearing Examiner shall take evidence relevant to the appeal. Testimony may be provided in the form of signed written statements pursuant to RCW 9A.72.085. Further, the Hearing Examiner shall have the authority to issue subpoenas and subpoenas duces tecum.

G. Burden of Proof and Standard of Review. At the appeal hearing before the Hearing Examiner, the Animal Control Authority shall have the burden of proving that the dog is a Potentially Dangerous Dog or Dangerous Dog by a preponderance of the evidence.

H. Hearing. The Owner of the dog may present evidence in defense of the dog, including but not limited to: documentation and/or witnesses (both lay and expert) to present testimony in defense of the dog. The parties may conduct cross examination of witnesses. The Hearing Examiner shall weigh the evidence presented by both the Animal Control Authority and the Owner (if applicable), and shall issue a written decision that sustains, modifies, or reverses the Animal Control Authority's determination or declaration. If the Potentially Dangerous Dog Declaration or final Dangerous Dog determination is reversed or modified and an appeal is not timely filed by the Animal Control Authority, any previously imposed restrictions on the dog shall be annulled.

I. Decision Final. The Hearing Examiner's decision shall be the City's final decision and no reconsideration or appeal is available through either the Hearing Examiner or the City.

#### **7.04.240 RCW Title 16, Animals and Livestock.**

The following statutes of RCW Title 16, Animals and Livestock, are adopted, by reference as now existing or hereafter amended, as follows:

RCW

~~16.08.070 Dangerous dogs and related definitions.~~

16.08.080 Dangerous dogs – Notice to owners – Right of appeal – Certificate of registration required – Surety bond – Liability insurance – Restrictions.

16.08.090 Dangerous dogs – Requirements for restraint – Potentially dangerous dogs – Dogs not declared dangerous.

16.08.100 Dangerous dogs – Confiscation – Conditions – Duties of animal control authority – Penalties and affirmative defenses for owners of dogs that attack – ~~Dog fights, penalty.~~

16.52.011 Definitions – Principles of liability.

16.52.015 Enforcement – Law enforcement agencies and animal care and control agencies.

16.52.020 Humane societies – Enforcement authority.

16.52.025 Humane societies – Animal control officers.

16.52.080 Transporting or confining in unsafe manner – Penalty.

16.52.085 Removal of animals for feeding – Examination – Notice – Euthanasia.

16.52.090 Docking horses – Misdemeanor.

16.52.095 Cutting ears – Misdemeanor.

16.52.100 Confinement without food and water – Intervention by others.

16.52.110 Old or diseased animals at large.

16.52.117 Animal fighting – Prohibited behavior – Class C felony – Exceptions.

16.52.165 Punishment – Conviction of misdemeanor.

16.52.180 Limitations on application of chapter.

16.52.185 Exclusions from chapter.

16.52.190 Poisoning animals – Penalty.

16.52.193 Poisoning animals – Strychnine sales – Records – Report on suspected purchases.

16.52.200 Sentences – Forfeiture of animals – Liability for costs – Civil penalty – Education, counseling.

16.52.205 Animal cruelty in the first degree.

- 16.52.207 Animal cruelty in the second degree.
- 16.52.210 Destruction of animal by law enforcement officer – Immunity from liability.
- 16.52.220 Transfers of mammals for research – Certification requirements – Pet animals.
- 16.52.225 Nonambulatory livestock – Transporting or accepting delivery – Gross misdemeanor – Definition.
- 16.52.230 Remedies not impaired.
- 16.52.300 Dogs or cats used as bait – Seizure – Limitation.
- 16.52.305 Unlawful use of hook – Gross misdemeanor.
- 16.54.010 When deemed abandoned.
- 16.54.020 Disposition of abandoned animal by person having custody.



DRAFT

DATE

King County Council  
516 Third Avenue, Room 1200  
Seattle, WA 98104

**Re: Title 11 of the King County Code**

Dear King County Council:

As you are aware, the City of Mercer Island (City) currently contracts with King County for animal control services pursuant to an Interlocal Agreement (ILA) effective January 1, 2018.

Currently, the City's municipal code with respect to animals lacks process and procedures for declaring dogs to be "potentially dangerous," as well as certain due process procedural protections required pursuant to Washington caselaw. These code deficiencies have posed significant enforcement challenges for the City.

The City recognizes that the ILA requires the City to adopt an animal control ordinance in a form substantially the same as Title 11 of the King County Code (KCC) with respect to license, fee, penalty, enforcement, appeal, impound/redemption and sheltering provisions. The City understands that the County is currently working on a rewrite of Title 11 and that this rewrite has been in process since at least 2019.

Meanwhile due to significant enforcement challenges noted above, as an interim measure pending King County's rewrite of its Title 11, the City of Mercer Island is updating its Animal Code (chapter 7.04 MICC) to establish process and procedures for potentially dangerous dogs and other requisite due process protections. Along with this interim measure, the City of Mercer Island respectfully requests that the King County Council prioritize and complete its update to Title 11 KCC as soon as practicable.

Respectfully on behalf of the Mercer Island City Council,

Benson Wong  
Mayor

CC: Deputy Prosecutor Mari Isaacson  
RASKC Sargeant Tim Anderson



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

**AB 5996  
December 7, 2021  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 5996: Acceptance of Amended Deed for Parcel 12 and Acquisition of Surplus Real Property from WSDOT Using REET Funds	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:  <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
	<b>RECOMMENDED ACTION:</b>	
	Adopt Resolution 1612 Authorizing City Manager to Execute Documents to Accept Amended Deed for Parcel 12 and to Acquire Surplus Real Property from WSDOT with REET revenues.	

<b>DEPARTMENT:</b>	City Manager		
<b>STAFF:</b>	Jessi Bon, City Manager Gareth Reece, Special Project Lead Merrill Thomas-Schadt, Special Project Lead Jason Kintner, Chief of Operations Bio Park, City Attorney		
<b>COUNCIL LIAISON:</b>	Choose an item.	Choose an item.	Choose an item.
<b>EXHIBITS:</b>	1. Resolution 1612 2. Exhibit A to Resolution 1612 (Quit Claim Deed to WSDOT Surplus Property) 3. Exhibit B to Resolution 1612 (Amended Quit Claim Deed to Parcel 12) 4. Map of WSDOT Surplus Property (Labeled A-2) 5. Map of Parcel 12 6. Appraisal of WSDOT Surplus Property 7. WSDOT Offer Letter		
<b>CITY COUNCIL PRIORITY:</b>	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.		

<b>AMOUNT OF EXPENDITURE</b>	\$ 668,000
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ 668,000

**SUMMARY**

Agenda Bill (AB) 5996 describes the City’s proposal to acquire certain surplus real property from WSDOT and to accept an amended quit claim deed for property previously deeded by WSDOT to the City (see exhibits 1 thru 3). The property previously deeded by WSDOT is generally referred to as Parcel 12, which the City owns, and the surplus property that WSDOT is offering to sell is generally referred to as Parcel A-2 (see Exhibits 4 and 5 - maps for Parcel A-2 and Parcel 12).

## **BACKGROUND**

In 2000, WSDOT quit claim deeded to the City various surplus properties along the I-90 corridor after they were no longer needed by WSDOT. These properties are generally referred to as “Turnback Properties.” Parcel 12 was one of the Turnback Properties.

A segment of Parcel 12 is contiguous with another City owned property in Town Center generally referred to as the Tully’s Property. The segment of Parcel 12 that is contiguous with the Tully’s Property is generally referred to as Parcel A-1 (see Exhibit 4). Parcel A-1 and the Tully’s Property are intended to be used as a combined lot for commuter parking adjacent to the new Sound Transit Mercer Island light rail station.

Additionally, the Washington State Legislature adopted, and the Governor signed into law in 2017, a WSDOT budget proviso related to use of Parcel 12. The budget proviso stated that if commuter parking, as part of the vertical development of the Parcel 12, is one of the significant uses of the Parcel 12, use requirements in WSDOT’s original quit claim deed to the City are deemed satisfied. The same proviso was also included into WSDOT’s budget in 2019 and 2021.

## **ACQUISITION OF WSDOT SURPLUS PROPERTY / A-2**

The Tully’s Property combined with Parcel A-1, however, does not result in an optimal configuration for commuter parking without also combining with Parcel A-2 (see Exhibit 4). Consequently, the City explored options to acquire Parcel A-2 from WSDOT, and ordered an appraisal, which was prepared by McKee Appraisal, Inc. (see Exhibit 6). According to the Appraisal, which was reviewed and accepted by WSDOT, the standalone fair market value of Parcel A-2 as of January 2021 is \$660,000.

Parcel A-2 has been surplus by WSDOT, and WSDOT has offered to sell it to the City, free and clear of use restrictions provide the City’s use does not compromise I-90, at the appraised price (see Exhibit 7). Surplus Real Estate Excise Tax (REET) funds in the Capital Improvement Fund are available and may be used for the purchase of Parcel A-2.

## **AMENDED QUIT CLAIM DEED / PARCEL 12**

In order to comply with the 2017, 2019, and 2021 WSDOT budget proviso on the use of Parcel 12, WSDOT has agreed to insert the pertinent budget proviso language in the deed for Parcel 12, and to grant the City an amended quit claim deed (see Exhibit 3 - Amended Deed). With an amended deed, the budget proviso will be permanently recorded with Parcel 12, and reintroduction of the proviso will not be required every time the Washington Legislature adopts a new biennial budget for WSDOT.

## **RESOLUTION 1612**

Resolution 1612 authorizes the use of REET surplus to purchase Parcel A-2 at the appraised fair market value of \$660,000 plus closing costs, which is estimated to be less than \$8,000. The City Manager is authorized to execute all necessary documents and instruments for the purchase and closing of Parcel A-2. Furthermore, the City Manager is also authorized to execute all necessary documents and instruments to accept an amended quit claim deed from WSDOT for Parcel 12 memorializing the WSDOT budget proviso. See Exhibits 1, thru 3 - Resolution 1612, Deed for Parcel A-2, Amended Deed for Parcel 12.

## RECOMMENDED ACTION

Adopt Resolution 1612 authorizing the City Manager to execute documents to accept an amended deed for Parcel 12 and to acquire certain surplus real property from WSDOT using REET revenues in the Capital Improvement Fund.

**CITY OF MERCER ISLAND, WASHINGTON  
RESOLUTION NO. 1612**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MERCER ISLAND, WASHINGTON, AUTHORIZING (1) THE USE OF  
REET REVENUES TO PURCHASE CERTAIN SURPLUS REAL  
PROPERTY FROM WSDOT, (2) THE CITY MANAGER TO SIGN  
DOCUMENTS REQUIRED TO COMPLETE THE PURCHASE, AND  
(3) THE CITY MANAGER TO ACCEPT AN AMENDED QUIT CLAIM  
DEED FROM WSDOT**

**WHEREAS**, the City of Mercer Island (“City”) currently owns certain properties at Town Center including the former “Tully’s Property,” purchased by the City in 2019, and certain WSDOT surplus properties, quit claimed to the City in 2000 and recorded in King County as instrument number 20000425001234 (“Turnback Properties”); and

**WHEREAS**, a segment of parcel number 12 described in the Turnback Properties (“Parcel 12”) is contiguous with the Tully’s Property and the WSDOT surplus property described in Exhibit A (“Parcel A2”); and

**WHEREAS**, the Washington State Legislature adopted, and the Governor signed into law, in 2017, 2019 and 2021 certain WSDOT budget proviso related to use of Parcel 12; and

**WHEREAS**, in compliance with the budget proviso, WSDOT and the City have agreed to amend the deed that quit claimed Parcel 12 to the City in 2000; and

**WHEREAS**, the zoning and land use designation of the segment of Parcel 12, which is contiguous with the Tully’s Property, and Parcel A2 are Town Center; and

**WHEREAS**, assembling the Tully’s Property with the segment of Parcel 12 that is contiguous with the Tully’s Property (“Parcel A1”) and Parcel A2 would result in a combined property that would allow for a more efficient layout of stalls for commuter parking next to the new Mercer Island light rail station; and

**WHEREAS**, an appraisal of Parcel A2 was completed, reviewed and accepted by WSDOT, describing the fair market value of Parcel A2 to be \$660,000; and

**WHEREAS**, purchase or acquisition of any right to real property is categorically exempt under the State Environmental Protection Act (“SEPA”) per WAC 197-11-800(5)(a); and

**WHEREAS**, the City Council has allocated the necessary and appropriate funds to purchase the Property or will do so concurrently with this resolution; and

**WHEREAS**, it is in the public interest for the City to purchase the Parcel A2 in order to provide commuter parking adjacent to the new Mercer Island light rail station;

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

**Section 1.** The City Council authorizes the use of Real Estate Excise Tax revenues in the Capital Improvement Fund to purchase the WSDOT surplus property described in the quit claim deed attached hereto and incorporated herein as Exhibit A, for a purchase price of \$660,000 plus closing costs.

**Section 2.** The City Manager is authorized to execute all necessary documents and instruments, including a quit claim deed from WSDOT in a form substantially the same as Exhibit A, for the purchase and closing of the property referenced in Section 1 without further approval from the City Council.

**Section 3.** The City Manager is authorized to execute all necessary documents and instruments, including an amended quit claim deed from WSDOT in a form substantially the same as Exhibit B, related to the use of the real property identified in Exhibit B without further approval from the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT A MEETING THEREOF, ON THE 7TH DAY OF DECEMBER 2021.**

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

Attest:

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

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES  
DEPARTMENT OF TRANSPORTATION  
P.O. BOX 47338  
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed  
Reference Number of Related Document: N/A  
Grantor: State of Washington  
Grantee: City of Mercer Island  
Legal Description: Ptn. McGilvra’s Is. Add. NW 1/4 NE 1/4, Sec. 12, T.24N., R.4E., W.M.  
Additional Legal Description is on Page 1 of document  
Assessor’s Tax Parcel Number: None: Pnt of Highway Right of Way

QUITCLAIM DEED

SR 90, Mercer Island: West Shore to East Channel Bridge Sec. 2, 76<sup>th</sup> Ave. Vic. to Shorewood Dr. Vic.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of SIX HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$660,000.00), hereby conveys and quitclaims unto the CITY OF MERCER ISLAND, a municipality of Washington State, Grantee, all right, title, and interest in and to the following described real property situated in King County, State of Washington:

All that portion of Lot 1 Block 15, Lot 5 Block 20, and Tanner Street (26TH Street) of MCGILVRA’S ISLAND ADDITION, according to the plat thereof recorded in Volume 16 of Plats, Page 56, in King County, Washington, lying within the following described tract:

BEGINNING at a point opposite Highway Engineer’s Station (hereinafter referred to as HES) FR-1 15+28.31 on the FR-1 Line survey of SR 90, MERCER ISLAND: WEST SHORE TO EAST CHANNEL BRIDGE SEC. 2, 76TH AVE. VIC. TO SHOREWOOD DR. VIC., and 40.30 feet northeasterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES FR-1 16+65 thereon; thence Northeasterly to a point opposite said HES and 65.00 feet northeasterly therefrom; thence Northwesterly to a point opposite HES FR-1 15+15.99 on said line survey and 66.58 feet northeasterly therefrom; thence Southerly to the point of BEGINNING.

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IC# 1-17-16166

EXCEPT, Grantor reserves to itself and its successors and/or assigns, all easement rights of access, light, view and/or air in the property herein conveyed to the extent that the property abuts the state highway right of way; therefore, the Grantee herein, including heirs, successors or assigns, shall have no right of ingress or egress to, from or between SR 90 and the lands herein described, nor shall Grantee herein, its heirs, successors or assigns, be entitled to compensation for any loss of access, light, view and/or air occasioned by the location, construction, reconstruction, maintenance or operation of said highway.

The specific details concerning all of which may be found on sheet 2 of 7 of that certain plan entitled SR 90, MERCER ISLAND: WEST SHORE TO EAST CHANNEL BRIDGE SEC. 2, 76TH AVE. VIC. TO SHOREWOOD DR. VIC., now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval February 1, 1980, revised February 12, 2021.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee herein, on behalf of itself and its heirs, successors or assigns, as part consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further, Grantee, its heirs, successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The herein described property is being conveyed without any direct access to a public road.

The herein described property abuts SR 90 and currently has no legally permitted approaches or driveways to said highway.

The Grantor hereby reserves the right to review and approve of all development plans for the property conveyed for the sole purpose of protecting the Grantor's abutting highway infrastructure.



The Grantee, on behalf of itself and its heirs, successors or assigns, as part consideration herein, do hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063.

Dated at Olympia, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant Attorney General

REVIEWED AS TO FORM- CITY OF MERCER ISLAND, GRANTEE:

By: \_\_\_\_\_

STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary (print name) \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_

AFTER RECORDING, PLEASE RETURN TO:

ATTN: REAL ESTATE SERVICES  
DEPARTMENT OF TRANSPORTATION  
P.O. BOX 47338  
OLYMPIA, WA 98504-7338

Document Title: Amended Quitclaim Deed  
Reference Number of Related Document: 20000425001234  
Grantor(s): State of Washington Department of Transportation  
Grantee(s): City of Mercer Island  
Legal Description: Ptn. of Lots 1 and 2, Block 15 and lot 5 Block 20 of McGilvra's Island Addition, recorded in Volume 16, page 58, King County Records and Ptn of the NW1/4, NE1/4, Sec. 12, T. 24 N., R. 4 E., W.M.  
Additional Legal is on Page 2 of document  
Assessor's Tax Parcel: Adjacent to 7698440000 and 5315101235

### AMENDED QUITCLAIM DEED

SR 90, Mercer Island: West Shore to East Channel Bridge Sec 2, 76<sup>th</sup> Ave. Vic. To Shorewood Dr. Vic.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, hereby amends that certain Quitclaim Deed recorded on April 25, 2000, under King County Recording Number 20000425001234.

The Grantor conveyed and quitclaimed unto the City of Mercer Island, a municipal corporation of the State of Washington, Grantee, all right, title, and interest under the jurisdiction of the Department of Transportation, in and to multiple parcels of properties, including the property identified as Parcel 12, as detailed in said Quitclaim Deed. The Quitclaim Deed, in part, specified the property transfers to the Grantee were for road and street purposes unless otherwise agreed to by the parties.

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IC# **TBD**

Pursuant to Substitute Senate Bill 5165, Sections 213 and 913 (2021), that certain Quitclaim Deed recorded on April 25, 2000, under King County, State of Washington Recording Number 20000425001234 is amended as to Parcel 12 only, described as follows:

**Parcel 12 (Portions of 78<sup>TH</sup> Avenue SE and FR-1 LINE) in sheet 2 of 7 of SR 90, Mercer Island: West Shore to East Channel Bridge Sec 2, 76<sup>th</sup> Ave. Vic. To Shorewood Dr. Vic. plan is legally defined as follows:**

BEGINNING AT A POINT OPPOSITE HES FR-1 11+99.97 ON THE FR-1 SURVEY LINE OF SAID SR 90 AND 29.70 FEET SOUTHWESTERLY THEREFROM;  
 THENCE NORTHEASTERLY TO A POINT OPPOSITE SAID HES AND 30.30 FEET NORTHEASTERLY THEREFROM;  
 THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES FR-1 13+69.78 ON SAID SURVEY LINE AND 30.30 FEET NORTHEASTERLY THEREFROM;  
 THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES FR-1 14+67.39 ON SAID SURVEY LINE AND 40.30 FEET NORTHEASTERLY THEREFROM;  
 THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES FR-1 16+65 ON SAID SURVEY LINE AND 40.30 FEET NORTHEASTERLY THEREFROM;  
 THENCE NORTHEASTERLY TO A POINT OPPOSITE SAID HES AND 65.00 FEET NORTHEASTERLY THEREFROM;  
 THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES LL 260+56.00 ON THE LL SURVEY LINE OF SAID HIGHWAY AND 346.50 FEET SOUTHWESTERLY THEREFROM;  
 THENCE SOUTHWESTERLY TO A POINT OPPOSITE SAID HES AND 430.43 FEET SOUTHWESTERLY THEREFROM;  
 THENCE NORTHWESTERLY TO A POINT OPPOSITE HES FR-1 14+67.39 ON SAID FR-1 SURVEY LINE AND 19.69 FEET SOUTHWESTERLY THEREFROM;  
 THENCE WESTERLY TO A POINT OPPOSITE HES FR-1 14+38.79 ON SAID SURVEY LINE AND 34.22 FEET SOUTHWESTERLY THEREFROM;  
 THENCE SOUTHERLY TO A POINT OPPOSITE HES FR-1 14+44.97 ON SAID SURVEY LINE AND 46.41 FEET SOUTHWESTERLY THEREFROM;  
 THENCE WESTERLY TO A POINT OPPOSITE HES FR-1 13+91.71 ON SAID SURVEY LINE AND 73.24 FEET SOUTHWESTERLY THEREFROM;  
 THENCE NORTHERLY TO A POINT OPPOSITE HES FR-1 13+69.78 ON SAID SURVEY LINE AND 29.70 FEET SOUTHWESTERLY THEREFROM;  
 THENCE NORTHWESTERLY TO A POINT BEGINNING AND THE END OF THIS PARCEL 12 DESCRIPTION.

The specific details concerning all of which may be found on sheet 2 of 7 of SR 90, Mercer Island: West Shore to East Channel Bridge Sec 2, 76th Ave. Vic. To Shorewood Dr. Vic., now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing the date of approval February 1, 1980, revised July 22, 1994.

It is understood and agreed that the above referenced property is transferred for road/street purposes only, and no other use shall be made of said property without obtaining prior written approval of the Grantor. So long as commuter parking, as part of the vertical development of the property, is one of the significant uses of the property, this requirement is deemed satisfied. This use restriction applies to Grantee, its successors, or assigns.

It is also understood and agreed that the Grantee, its successors or assigns, shall not revise either the right of way lines or the access control without prior written approval from the Grantor, its successors or assigns. The parties acknowledge and agree the right of way line may need to be revised consistent with Substitute Senate Bill 5165, Sections 213 and 913 (2021). Grantee shall submit a request to make such revision to Grantor and Grantor shall not unreasonably withhold its approval.

Revenues resulting from any vacation, sale, rental, or use of this property, or any portion thereof, shall: (1) if the property is disposed of to a governmental entity for public use, be placed in the grantee's road/street fund and used exclusively for road/street purposes; (2) if the property is disposed of other than as provided in (1) above, be shared by the Grantee and Grantor, their successors or assigns in the same proportion as acquisition costs were shared, except that the Grantee may deduct the documented direct costs of any such vacation or sale, or (3) if the property is rented or used in a manner that generates revenue, the revenue shall be placed in Grantee's road/street fund and used exclusively for road/street purposes.

The Grantee herein, its successor or assigns, shall not have the right of ingress and egress to, from, and between said SR 90, and the lands herein conveyed and will maintain the control of ingress and egress to, from and between the lands herein conveyed and the lands

adjacent thereto, as indicated by the prohibition of access symbol appearing on sheet 2 of 7 of SR 90, Mercer Island: West Shore to East Channel Bridge Sec 2, 76th Ave. Vic. To Shorewood Dr. Vic., now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing the date of approval February 1, 1980, revised July 22, 1994; nor shall the Grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The Grantee as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW, as to the lands herein described.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of Substitute Senate Bill 5165, Sections 213 and 913 (2021).

Dated at Olympia, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

Reviewed as to Form:

By: \_\_\_\_\_

Bio Park, City Attorney

STATE OF WASHINGTON )

): ss

COUNTY OF THURSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary (print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

# TOPOGRAPHIC & BOUNDARY SURVEY

BASIS OF BEARINGS
HELD BEARING OF N 89°58'48" E ALONG MONUMENTED S.E. 27TH ST. AS SHOWN HEREON.
VERTICAL DATUM
NAVD88 PER WGS SURVEY DATA WAREHOUSE POINT DESIGNATION 9137 2" DIA CONG FILLED IRON PIPE ON 0.8' E. END OF SUNSET HWY. 320' SE OF INTX 78TH AVE. S.E. ELEV=100.69'
REFERENCES
R1. RECORD OF SURVEY, VOL. 53, PG. 267, RECORDS OF KING COUNTY, WASHINGTON. R2. RECORD OF SURVEY, VOL. 100, PG. 235, RECORDS OF KING COUNTY, WASHINGTON. R3. RECORD OF SURVEY, VOL. 69, PG. 50, RECORDS OF KING COUNTY, WASHINGTON. R4. 7800 PLAZA, A CONDOMINIUM, VOL. 274, PG. 72 RECORDS OF KING COUNTY, WASHINGTON.

SURVEYOR'S NOTES
1. THE TOPOGRAPHIC SURVEY SHOWN HEREON WAS PERFORMED IN SEPTEMBER OF 2018. THE FIELD DATA WAS COLLECTED AND RECORDED ON MAGNETIC MEDIA THROUGH AN ELECTRONIC THEODOLITE. THE DATA FILE IS ARCHIVED ON DISC OR CD. WRITTEN FIELD NOTES MAY NOT EXIST. SHOULDERS ARE SHOWN FOR CONVENIENCE ONLY. DESIGN CONTROL RELY ON SPOT ELEVATIONS.
2. ALL MONUMENTS SHOWN HEREON WERE LOCATED DURING THE COURSE OF THIS SURVEY UNLESS OTHERWISE NOTED.
3. BURIED UTILITIES SHOWN BASED ON RECORDS FURNISHED BY OTHERS AND VERIFIED WHERE POSSIBLE IN THE FIELD. TERRANE ASSUMES NO LIABILITY FOR THE ACCURACY OF THESE RECORDS OR ACCEPTS RESPONSIBILITY FOR UNDERGROUND LINES WHICH ARE NOT MADE PUBLIC RECORD. FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY, AS ALWAYS, CALL 1-800-424-5555 BEFORE CONSTRUCTION.
4. SUBJECT PROPERTY TAX PARCEL NO. 531510-1235, WSDOT & CITY R.O.W.
5. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE COMPANY'S "COMMITMENT", FILE NO. NCS-910888-WA1, DATED MAY 31, 2018. IN PREPARING THIS MAP, TERRANE, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS TERRANE, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED "COMMITMENT". TERRANE, INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE INSURANCE COMPANY'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND TERRANE, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
6. FIELD DATA FOR THIS SURVEY WAS OBTAINED BY DIRECT FIELD MEASUREMENTS WITH A CALIBRATED ELECTRONIC 5-SECOND TOTAL STATION AND/OR SURVEY GRADE GPS OBSERVATIONS. ALL ANGULAR AND LINEAR RELATIONSHIPS ARE ACCURATE AND MEET THE STANDARDS SET BY WAC 332-130-090.

LEGAL DESCRIPTION
(PER FIRST AMERICAN TITLE INSURANCE COMPANY'S COMMITMENT NO. NCS-910888-WA1) TULLY'S PROPERTY: (531510-1235) LOT 1 AND THAT PORTION OF LOT 2, BLOCK 15, MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON; LYING NORTHERLY OF THE NORTH MARGIN OF NORTH MERCER WAY, AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 2561652; EXCEPT THOSE PORTIONS OF SAID LOTS 1 AND 2 CONDEMNATED FOR PRIMARY STATE HIGHWAY NO. 2 IN KING COUNTY SUPERIOR COURT CAUSE NO. 312351; AND EXCEPT THE WEST 113.5 FEET IN WIDTH THEREOF.  (PER 7800 PLAZA, A CONDOMINIUM, AMENDMENT NO. 1 TO SURVEY MAP AND PLANS REC. NO. 20120418001679)  7800 PLAZA (769844-0000) THE WEST 113.50 FEET, IN WIDTH, OF LOT 1, AND THE WEST 113.5 FEET IN WIDTH OF THAT PORTION OF LOT 2, BLOCK 15, MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON, LYING NORTHERLY OF THE NORTH MARGIN OF NORTH MERCER WAY, AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 2561652; EXCEPT THAT PORTION THEREOF CONDEMNATED FOR PRIMARY STATE HIGHWAY NO. 2 IN KING COUNTY SUPERIOR COURT CAUSE NO. 312351; AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 8903201373. (PER QUIT CLAIM DEED RECORDING NO. 20000425001234)  PARCEL 12 (PORTIONS OF 78TH AVE. SE AND FR-1 LINE) BEGINNING AT A POINT OPPOSITE HES FR-1 11+89.97 ON THE FR-1 SURVEY LINE OF SAID SR 90 AND 29.70 FEET SOUTHWESTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE SAID HES AND 30.30 FEET NORTHEASTERLY THEREFROM; THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES FR-1 13+69.78 ON SAID SURVEY LINE AND 30.30 FEET NORTHEASTERLY THEREFROM; THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES FR-1 14+65.05 ON SAID SURVEY LINE AND 40.30 FEET NORTHEASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE SAID HES AND 65.00 FEET NORTHEASTERLY THEREFROM; THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES LL 260+56.00 ON THE LL SURVEY LINE OF SAID HIGHWAY AND 348.50 FEET SOUTHWESTERLY THEREFROM; THENCE SOUTHWESTERLY TO A POINT OPPOSITE SAID HES AND 430.43 FEET SOUTHWESTERLY THEREFROM; THENCE NORTHERLY TO A POINT OPPOSITE HES FR-1 14+67.39 ON SAID FR-1 SURVEY LINE AND 19.69 FEET SOUTHWESTERLY THEREFROM; THENCE WESTERLY TO A POINT OPPOSITE HES FR-1 14+38.79 ON SAID SURVEY LINE AND 34.22 FEET SOUTHWESTERLY THEREFROM; THENCE SOUTHERLY TO A POINT OPPOSITE HES FR-1 14+44.97 ON SAID SURVEY LINE AND 46.41 FEET SOUTHWESTERLY THEREFROM; THENCE WESTERLY TO A POINT OPPOSITE HES FR-1 13+91.71 ON SAID SURVEY LINE AND 73.24 FEET SOUTHWESTERLY THEREFROM; THENCE NORTHERLY TO A POINT OPPOSITE HES FR-1 13+69.78 ON SAID SURVEY LINE AND 29.70 FEET SOUTHWESTERLY THEREFROM; THENCE WESTERLY TO A POINT OF BEGINNING AND THE END OF THIS PARCEL 12 DESCRIPTION.

**NEW LEGALS**

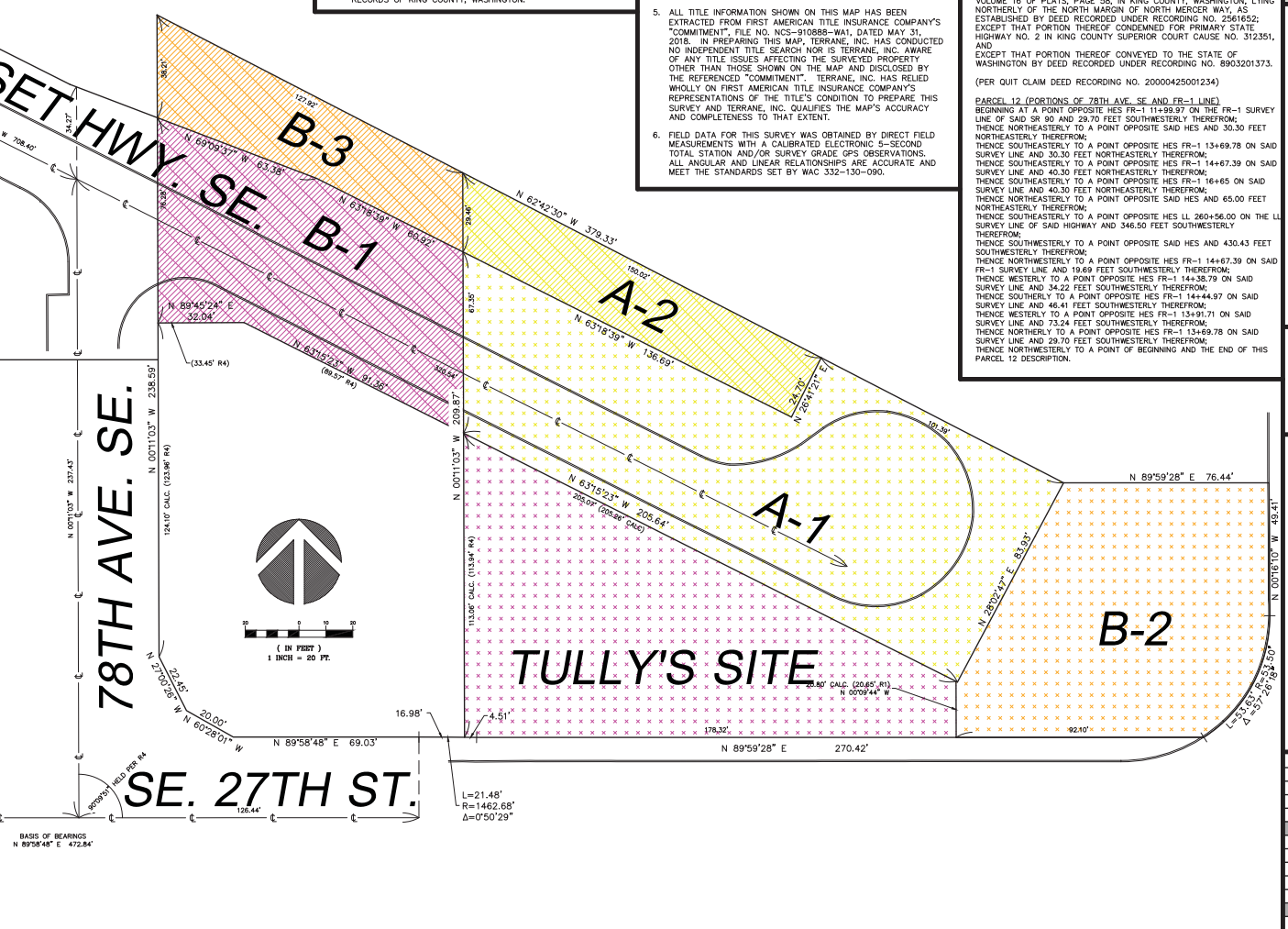
A-1: THAT PORTION OF PARCEL 12, PER QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 20000425001234, RECORDS OF KING COUNTY, WASHINGTON, LYING EAST OF A LINE 113.50 FEET EAST, AS MEASURED AT RIGHT ANGLE FROM AND PARALLEL TO THE EAST MARGIN OF 78TH AVE. SE. AREA CONTAINS 15,776± SQ. FT.

A-2: THAT PORTION OF MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY WASHINGTON; COMMENCING AT THE INTERSECTION OF 78TH AVE SE. AND SE. 27TH ST.; THENCE N 00°11'03" W, ALONG THE CENTERLINE OF SAID 78TH AVE SE, A DISTANCE OF 271.69 FEET TO A POINT ON THE NORTH LINE OF PARCEL 12, PER QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 20000425001234, RECORDS OF KING COUNTY, WASHINGTON;  
THENCE S 69°09'37" E, ALONG SAID NORTH LINE TO A POINT ON THE NORTHERLY PRODUCED EAST RIGHT OF WAY MARGIN OF 78TH AVE SE, A DISTANCE OF 32.14 FEET;  
THENCE N 00°11'03" W, ALONG SAID NORTHERLY PRODUCED E. MARGIN 38.21 FEET;  
THENCE S 62°42'30" E, A DISTANCE OF 127.92 FEET AND THE POINT OF BEGINNING OF PARCEL A-2;  
THENCE CONTINUING S 62°42'30" E 150.02 FEET;  
THENCE N 63°18'39" W 136.69 FEET ALONG SAID NORTH LINE;  
THENCE N 00°11'03" W 29.46 FEET TO THE POINT OF BEGINNING.  
AREA CONTAINS 3,649± SQ. FT.

B-1: THE WEST 113.50 FEET OF PARCEL 12, PER QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 20000425001234, RECORDS OF KING COUNTY, WASHINGTON, LYING EASTERLY OF THE EAST RIGHT OF WAY MARGIN OF 78TH AVE SE. AS MEASURED AT RIGHT ANGLE THERETO AS PRODUCED NORTHERLY FROM SE. 27TH ST. AREA CONTAINS 7,883± SQ. FT.

B-2: THAT PORTION OF MERCER PARK, RECORDED IN VOLUME 8 OF PLATS, PAGE 58, IN KING COUNTY WASHINGTON; COMMENCING AT THE INTERSECTION OF 78TH AVE SE. AND SE. 27TH ST.; THENCE N 00°11'03" W, ALONG THE CENTERLINE OF SAID 78TH AVE SE, A DISTANCE OF 271.69 FEET TO A POINT ON THE NORTH LINE OF PARCEL 12, PER QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 20000425001234, RECORDS OF KING COUNTY, WASHINGTON;  
THENCE S 69°09'37" E, ALONG SAID NORTH LINE TO A POINT ON THE NORTHERLY PRODUCED EAST RIGHT OF WAY MARGIN OF 78TH AVE SE, A DISTANCE OF 32.14 FEET;  
THENCE N 00°11'03" W, ALONG SAID NORTHERLY PRODUCED E. MARGIN 38.21 FEET;  
THENCE S 62°42'30" E, A DISTANCE OF 379.33 FEET AND THE POINT OF BEGINNING OF PARCEL B-2;  
THENCE N 89°59'28" E 76.44 FEET;  
THENCE S 00°16'10" E 49.41 FEET TO A 53.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°28'18" A DISTANCE OF 53.63 FEET;  
THENCE S 89°59'28" W 92.10 FEET TO THE EAST LINE OF SAID LOT 2, MCGILVRA'S ADDITION;  
THENCE N 00°09'44" W, A CALCULATED DISTANCE OF 20.80 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 12;  
THENCE S 63°15'23" E, ALONG SAID SOUTH LINE 0.57 FEET;  
THENCE N 28°02'47" S 83.93 FEET TO THE POINT OF BEGINNING.  
AREA CONTAINS 9,206±

B-3: THAT PORTION OF MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY WASHINGTON; COMMENCING AT THE INTERSECTION OF 78TH AVE SE. AND SE. 27TH ST.; THENCE N 00°11'03" W, ALONG THE CENTERLINE OF SAID 78TH AVE SE, A DISTANCE OF 271.69 FEET TO A POINT ON THE NORTH LINE OF PARCEL 12, PER QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 20000425001234, RECORDS OF KING COUNTY, WASHINGTON;  
THENCE S 69°09'37" E, ALONG SAID NORTH LINE TO A POINT ON THE NORTHERLY PRODUCED EAST RIGHT OF WAY MARGIN OF 78TH AVE SE, A DISTANCE OF 32.14 FEET AND THE POINT OF BEGINNING OF PARCEL B-3;  
THENCE N 00°11'03" W, ALONG SAID NORTHERLY PRODUCED E RIGHT OF WAY MARGIN, 38.21 FEET;  
THENCE S 62°42'30" E 127.92 FEET;  
THENCE S 00°11'03" E 29.46 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 12;  
THENCE N 63°18'39" W 69.92 FEET ALONG SAID NORTH LINE;  
THENCE N 69°09'37" W ALONG SAID NORTH LINE, 63.38 FEET TO THE POINT OF BEGINNING.  
AREA CONTAINS 3,643± SQ. FT.



**measure success**

**TOPOGRAPHIC & BOUNDARY SURVEY**  
NW 1/4 OF NE 1/4 SEC. 12, TWP. 24 N., RGE. 16 E., E. 1/4 W. 1/4  
TAX PARCEL NO. 531510-1235, WSDOT & CITY R.O.W.

**CITY, WSDOT & TULLY'S SITE**  
VICINITY OF  
7810 SE. 27TH ST.  
MERCER ISLAND, WA - 98004





**Terrane**  
10801 Main Street, Suite 102, Bellevue, WA 98004  
phone 425-458-4488 support@terrane.net  
www.terrane.net

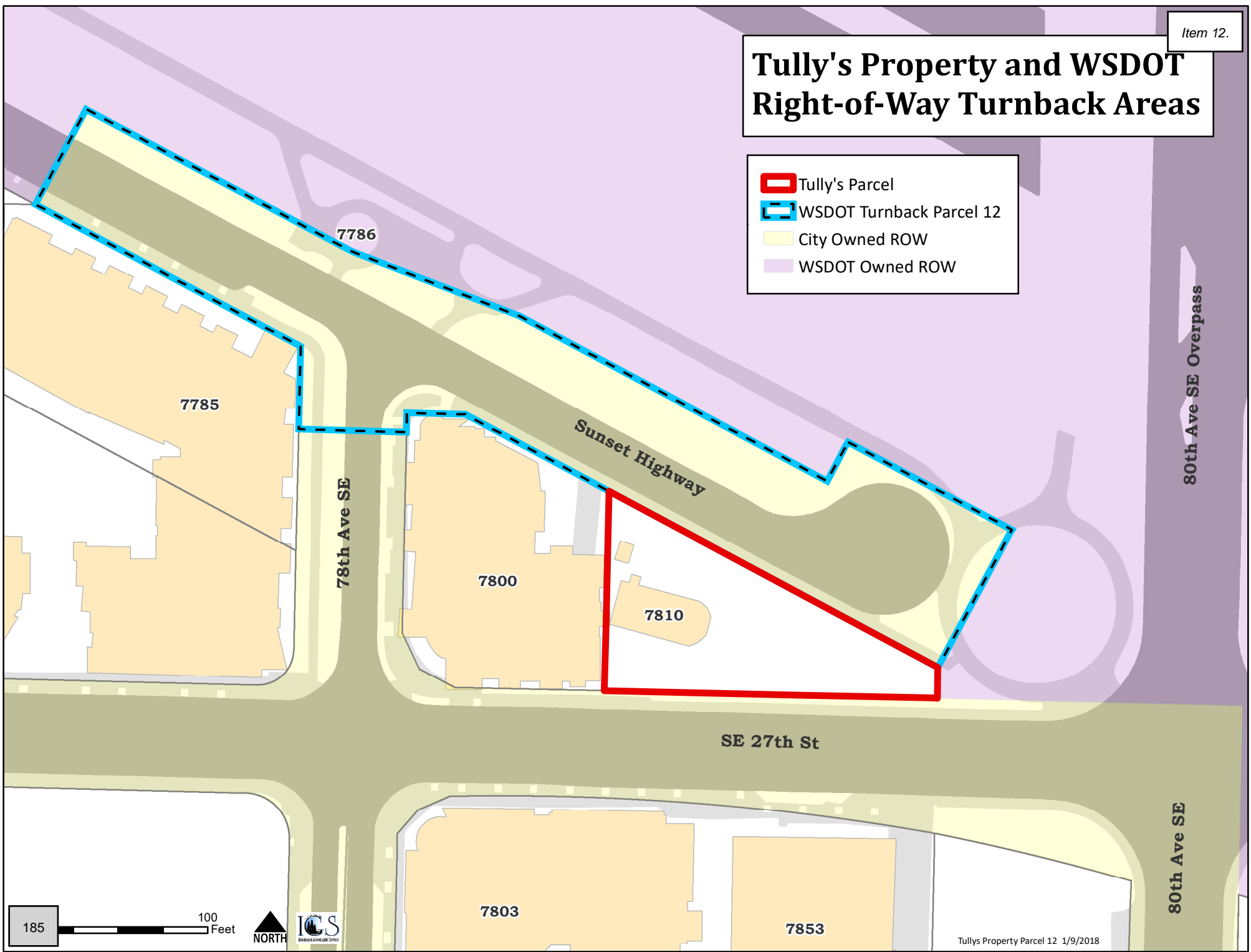
JOB NUMBER: 181671  
DATE: 12/18/18  
DRAFTED BY: LCH  
CHECKED BY: EJS/TMM  
SCALE: 1"=20'  
REVISION HISTORY

SHEET NUMBER  
2 OF 2



# Tully's Property and WSDOT Right-of-Way Turnback Areas

-  Tully's Parcel
-  WSDOT Turnback Parcel 12
-  City Owned ROW
-  WSDOT Owned ROW



# WSDOT Narrative Appraisal Report

Item 12.

**Washington State  
Department of Transportation**

<b>Parcel No.:</b>	<b>A-2 -Mercer Island</b>
<b>Owner:</b>	<b>Washington State Department of Transportation</b>
Federal Aid No.:	N/A
<b>Project:</b>	<b>I-90 ROW Surplus Land in Mercer Island</b>
R/W Plan Title:	Topographical and Boundary Survey- Job # 181671
<b>Plan Sheet</b>	<b>2 of 2 sheets</b>
<b>Plan Approval Date:</b>	11/2/2018
<b>Date of Last Map Revision:</b>	12/18/2018

**CERTIFICATE OF APPRAISER**

I certify that, to the best of my knowledge and belief:

- ◆ The statements of fact contained in this appraisal are true and correct;
- ◆ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conclusions, and are my personal, unbiased professional analyses, opinions, and conclusions;
- ◆ Mr. Barnes has performed services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ◆ I have no present or prospective interest in the property that is the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved;
- ◆ My compensation is not contingent upon the reporting of a predetermined value or direction that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event;
- ◆ My analyses, opinions, and conclusions were developed, and this appraisal has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and consistent with the Uniform Appraisal Standards for Federal Land Acquisitions as appropriate;
- ◆ I have made a personal inspection of the property that is the subject of this report. I have made a personal inspection of the comparable sales contained in the report addenda;
- ◆ I have afforded the owner or a designated representative of the property that is the subject of this appraisal the opportunity to accompany me on the inspection of the property.
- ◆ No one provided significant professional assistance to the person(s) signing this report.
- ◆ I have disregarded any increase in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation. I have disregarded any decrease in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation, except physical deterioration within the reasonable control of the owner;
- ◆ This appraisal has been made in conformity with the appropriate State and Federal laws and requirements, and complies with the contract between the agency and the appraiser;

The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by typical easements. I have not been provided with a title report.

The opinion of value expressed below is the result of, and is subject to the data and conditions described in detail in this report of 48 pages.

I made a personal inspection of the property that is the subject of this report on December 22, 2020.

The **Date of Value** for the property that is the subject of this appraisal is December 23, 2020.


Per the FAIR MARKET VALUE definition herein, the value conclusions for the property that is the subject of this appraisal are on a cash basis and are:

**Across the Fence Value (without consideration of shape/size)** **\$800,000**

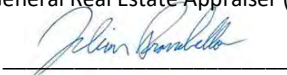
**Standalone Value (with consideration of shape/size/access)** **\$660,000**

Date of Assignment or Contract: November 1, 2020

Date Signed: January 29, 2021

Signature:   
 Name: Ken Barnes, MAI, CRE  
 Certified General Real Estate Appraiser (1100578)

Date Signed: January 29, 2021

Signature:   
 Name: Julian Rondello, MAI  
 Certified General Real Estate Appraiser (1102535)

**DO NOT WRITE BELOW THIS LINE**

Headquarters Service Center Date Stamp

Region Date Stamp

## Assignment Scope of Work

The client and intended user of this report is the City of Mercer Island. Additionally, WSDOT is identified as an additional intended user. WSDOT requires that, in addition to compliance with USPAP this report must also meet the WSDOT Standards as set forth in the WSDOT R/W Manual Chapter 4, the WSDOT Appraisal Report Guide, and Federal Regulations as defined in 49 CFR part 24.

In the event of conflict or dispute in determining correct appraisal procedures that are not addressed in the standards noted above the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) will be the determining authority.

Under 49 CFR, WSDOT is required to take an active role in developing the scope of work. However, it is the ultimate responsibility of the appraiser to develop a complete Scope of Work and produce a credible appraisal report. The appraiser's SCOPE of WORK is included in Section 5 of the report. The report must adhere to the WSDOT and Federal Standards as described above and the specific task assignment for this parcel. The task assignment for this report is included in the Addenda.

## Eminent Domain Appraisal Information and Definitions

The intended use of this appraisal is to provide information to the client, The City of Mercer Island, as a basis for acquiring the portion of the subject property from the Washington State Department of Transportation. Unless stated otherwise in the report, the property rights appraised constitute the fee simple interest.

"Fair Market Value" is defined as; the amount in cash which a well-informed buyer, willing but not obliged to buy the property, would pay, and which a well-informed seller, willing but not obligated to sell it would accept, taking into consideration all uses to which the property is adapted and might in reason be applied (Washington Pattern Instruction 150.08).

The intended user of this report includes WSDOT. Additionally, its funding partners may review the appraisal as part of their oversight activities.

Public Law 91-646 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) and Washington State RCW 8.26.180 both require that the owner or owner's representative be given an opportunity to accompany the appraiser during the inspection of the property. "If the appraiser is advised that the property owner is represented by legal counsel, all owner contact and property inspections must be arranged through the owner's attorney, unless the attorney specifically authorizes the appraiser to make direct contact with the owner".

In condemnation, the larger parcel is the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for consideration of severance damages. This is also known as the "parent parcel."

### Unavailability of Information

We have not necessarily been provided with or discovered all of the information that may be relevant to the appraisal of the subject property. We specifically assume that there are no unapparent conditions that affect the value or utility of the property, and our conclusions could be impacted by consideration of other information. We have not been provided with an environmental report, a geologic (soils) or hydrologic report, or a structural

inspection report. We have not reviewed any report relating to other legal or compliance issues. We are not expert in any of these areas, and rely on the technical reports of qualified personnel when available. Please refer to the following extraordinary assumption relating to these issues.

### **Extraordinary Assumptions, Hypothetical Conditions and Jurisdictional Exceptions**

This appraisal is subject to the Appraisal Assumptions and Limiting Conditions found on the next page, as well as the extraordinary assumptions, hypothetical conditions, and jurisdictional exceptions noted in the following paragraphs. The use of extraordinary assumptions, hypothetical conditions and jurisdictional exceptions might have affected the appraiser's opinions or conclusions.

Subject to the unavailability of information (including those items discussed above), and considering that our inspection was of selected portions of the subject property's larger parcel only and not of all portions, we assume as an extraordinary assumption that there are no unapparent conditions which affect the value or utility of the property.

As an extraordinary assumption or hypothetical condition, consistent with State law for eminent domain, we are appraising the subject property as if fee simple and subject only to easements and title encumbrances as noted herein, but without regard to any leases, mortgages, or financial encumbrances that may further divide the property interests. This is known as the Unit Rule. As summarized by Nichols, *"Pursuant to the unit rule, the proper course is to determine the entire compensation to be awarded as though the property belonged to one person and then apportion this sum among the different parties according to their respective rights."* Thus, we have ignored any non-title restrictions and any lease, mortgages or financial encumbrances that may be present, and have treated the subject property as a single interest.

Unless explicitly noted herein, as an extraordinary assumption or hypothetical condition, we have appraised the subject property as if cleaned of any detrimental environmental conditions. To the extent that the property is not in fact clean or cleaned, this is a hypothetical condition at the instruction of the client. Please note that further investigation or instruction regarding this assumption may be appropriate and forthcoming, and could change the results of this appraisal.

We have used the extraordinary assumption that the property is a separable legal lot that can be sold.

As a jurisdictional exception to USPAP, consistent with State law for eminent domain, we have disregarded any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.

As a jurisdictional exception to USPAP, consistent with the client instructions, we have not linked the fair market value conclusion to a specific exposure time.

## Appraisal Assumptions and Limiting Conditions

The attached report may only be used or reviewed in its entirety. No individual pages, portions, analyses or conclusions may be separated from the complete report or verbally disseminated without transmittal of the entire report. This appraisal is intended for use only by the client and intended users specifically identified in the report, and may not be transferred to any other party without the specific written permission of McKee Appraisal, Inc. Certain aspects of the report (including analysis methodology, spreadsheets, textual formatting and content) are considered the exclusive intellectual property of McKee Appraisal, Inc. All rights are reserved.

It is assumed that there have been no substantial changes to the property between the date of our inspection or most recent investigation and the date of the report.

The value conclusions are the result of integration of the entire appraisal process, including multiple methodologies, approaches and analyses. Any specific errors or omissions may or may not change the value conclusions.

The following General Assumptions and Limiting Conditions are supplemented by additional assumptions identified in the report.

1. The property description supplied to the appraiser is assumed to be correct;
2. No survey of the property has been made or reviewed by the appraiser, and no responsibility is assumed in connection with such matters. Illustrative material, including maps and plot plans, utilized in this report are included only to assist the reader in visualizing the property. Property dimensions and sizes are considered to be approximate;
3. No responsibility is assumed for matters of a legal nature affecting title to the property, nor is any opinion of title rendered. Property titles are assumed to be good and merchantable unless otherwise stated;
4. Information furnished by others is believed to be true, correct, and reliable. However, no responsibility for its accuracy is assumed by the appraiser;
5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The property is assumed to be under responsible, financially sound ownership and competent management;
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render the property more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies which may be required to discover them;
7. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. However, the appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value conclusions in this report are predicated on the assumption that there are no such materials on or in the property that would cause a loss of value. No responsibility is assumed for any such conditions, or for the expertise required to discover them. The client is urged to retain an expert in this field if desired. The analysis and value conclusions in this report are null and void should any hazardous material be discovered;
8. Unless otherwise stated in this report, no environmental impact studies were either requested or made in conjunction with this report. The appraiser reserves the right to alter, amend, revise, or rescind any opinions of value based upon any subsequent environmental impact studies, research, or investigation;
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is specified, defined, and considered in this report;
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been specified, defined and considered in this report;
11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or federal governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate is based;
12. The appraiser will not be required to give testimony or appear in court because of having made this report, unless arrangements have previously been made;
13. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the client without the written consent of the appraiser, and in any event, only with properly written qualification and only in its entirety;
14. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the appraiser. Nor shall the appraiser, client, firm, or professional organization of which the appraiser is a member be identified without the written consent of the appraiser;
15. The liability of the appraiser, employees, and subcontractors is limited to the client only. There is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiencies of the property;
16. It is assumed that the public project which is the object of this report will be constructed in the manner proposed on the most recent right of way plan prior to the appraisal date and in the foreseeable future;
17. Acceptance and/or use of this report constitutes acceptance of the foregoing assumptions and limiting conditions.

# Subject Plot Plan

<b>Before Area:</b> 3,649sf	<b>After Area:</b> 0 sf	<b>Fee Acquisition:</b> 3,649sf
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# Subject Photographs

Date of Photos: December 22, 2020

Photographer: Julian Rondello



1. View looking west along the I-90 trail.



2. View looking east along the I-90 trail.



3. View looking west along the I-90 trail.

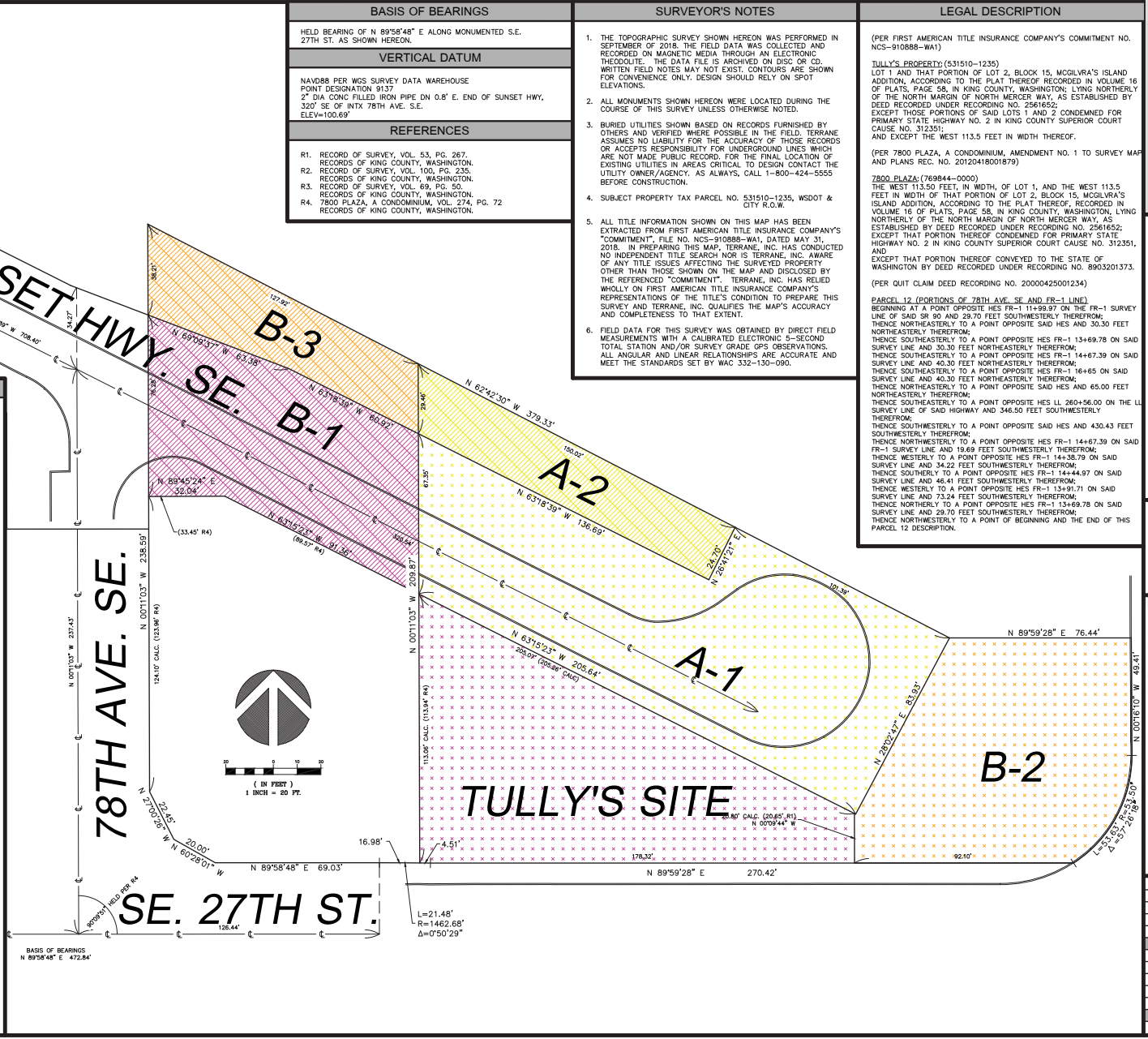
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R1. RECORD OF SURVEY, VOL. 53, PG. 267. RECORDS OF KING COUNTY, WASHINGTON. R2. RECORD OF SURVEY, VOL. 100, PG. 235. RECORDS OF KING COUNTY, WASHINGTON. R3. RECORD OF SURVEY, VOL. 69, PG. 50. RECORDS OF KING COUNTY, WASHINGTON. R4. 7800 PLAZA, A CONDOMINIUM, VOL. 274, PG. 72 RECORDS OF KING COUNTY, WASHINGTON.

SURVEYOR'S NOTES
1. THE TOPOGRAPHIC SURVEY SHOWN HEREON WAS PERFORMED IN SEPTEMBER OF 2018. THE FIELD DATA WAS COLLECTED AND RECORDED ON MAGNETIC MEDIA THROUGH AN ELECTRONIC THEODOLITE. THE DATA FILE IS ARCHIVED ON DISC OR CD. WRITTEN FIELD NOTES MAY NOT EXIST. CONTOURS ARE SHOWN FOR CONVENIENCE ONLY. DESIGN SHOULD RELY ON SPOT ELEVATIONS.
2. ALL MONUMENTS SHOWN HEREON WERE LOCATED DURING THE COURSE OF THIS SURVEY UNLESS OTHERWISE NOTED.
3. BURIED UTILITIES SHOWN BASED ON RECORDS FURNISHED BY OTHERS AND VERIFIED WHERE POSSIBLE IN THE FIELD. TERRANE ASSUMES NO LIABILITY FOR THE ACCURACY OF THOSE RECORDS OR ACCEPTS RESPONSIBILITY FOR UNDERGROUND LINES WHICH ARE NOT MADE PUBLIC RECORD. FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY, AS ALWAYS, CALL 1-800-424-5555 BEFORE CONSTRUCTION.
4. SUBJECT PROPERTY TAX PARCEL NO. 531510-1235, WSDOT & CITY R.O.W.
5. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE COMPANY'S "COMMITMENT", FILE NO. NCS-910888-WA1, DATED MAY 31, 2018. IN PREPARING THIS MAP, TERRANE, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS TERRANE, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED "COMMITMENT". TERRANE, INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE INSURANCE COMPANY'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND TERRANE, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
6. FIELD DATA FOR THIS SURVEY WAS OBTAINED BY DIRECT FIELD MEASUREMENTS WITH A CALIBRATED ELECTRONIC 5-SECOND TOTAL STATION AND/OR SURVEY GRADE GPS OBSERVATIONS. ALL ANGULAR AND LINEAR RELATIONSHIPS ARE ACCURATE AND MEET THE STANDARDS SET BY WAC 332-130-090.

LEGAL DESCRIPTION
(PER FIRST AMERICAN TITLE INSURANCE COMPANY'S COMMITMENT NO. NCS-910888-WA1) TULLY'S PROPERTY: (531510-1235) LOT 1 AND THAT PORTION OF LOT 2, BLOCK 15, MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON; LYING NORTHERLY OF THE NORTH MARGIN OF NORTH MERCER WAY, AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 2561652; EXCEPT THOSE PORTIONS OF SAID LOTS 1 AND 2 CONDEMNATED FOR PRIMARY STATE HIGHWAY NO. 2 IN KING COUNTY SUPERIOR COURT CAUSE NO. 312351; AND EXCEPT THE WEST 113.5 FEET IN WIDTH THEREOF.  (PER 7800 PLAZA, A CONDOMINIUM, AMENDMENT NO. 1 TO SURVEY MAP AND PLANS REC. NO. 20120418001879)  7800 PLAZA (769844-0000) THE WEST 113.50 FEET, IN WIDTH, OF LOT 1, AND THE WEST 113.5 FEET IN WIDTH OF THAT PORTION OF LOT 2, BLOCK 15, MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON, LYING NORTHERLY OF THE NORTH MARGIN OF NORTH MERCER WAY, AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 2561652; EXCEPT THAT PORTION THEREOF CONDEMNATED FOR PRIMARY STATE HIGHWAY NO. 2 IN KING COUNTY SUPERIOR COURT CAUSE NO. 312351; AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 8903201373. (PER QUIT CLAIM DEED RECORDING NO. 20000425001234)  PARCEL 12 (PORTIONS OF 78TH AVE. SE AND FR-1 LINE) BEGINNING AT A POINT OPPOSITE HES FR-1 11+89.97 ON THE FR-1 SURVEY LINE OF SAID SR 90 AND 29.70 FEET SOUTHWESTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE SAID HES AND 30.30 FEET NORTHEASTERLY THEREFROM; THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES FR-1 14+67.39 ON SAID SURVEY LINE AND 30.30 FEET NORTHEASTERLY THEREFROM; THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES FR-1 14+65.05 ON SAID SURVEY LINE AND 40.30 FEET NORTHEASTERLY THEREFROM; THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES FR-1 14+65.05 ON SAID SURVEY LINE AND 40.30 FEET NORTHEASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE SAID HES AND 65.00 FEET NORTHEASTERLY THEREFROM; THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES LL 260+56.00 ON THE LL SURVEY LINE OF SAID HIGHWAY AND 348.50 FEET SOUTHWESTERLY THEREFROM; THENCE SOUTHWESTERLY TO A POINT OPPOSITE SAID HES AND 430.43 FEET SOUTHWESTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HES FR-1 14+67.39 ON SAID FR-1 SURVEY LINE AND 19.69 FEET SOUTHWESTERLY THEREFROM; THENCE WESTERLY TO A POINT OPPOSITE HES FR-1 14+38.79 ON SAID SURVEY LINE AND 34.22 FEET SOUTHWESTERLY THEREFROM; THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES FR-1 14+44.97 ON SAID SURVEY LINE AND 46.41 FEET SOUTHWESTERLY THEREFROM; THENCE WESTERLY TO A POINT OPPOSITE HES FR-1 13+91.71 ON SAID SURVEY LINE AND 73.24 FEET SOUTHWESTERLY THEREFROM; THENCE NORTHERLY TO A POINT OPPOSITE HES FR-1 13+69.78 ON SAID SURVEY LINE AND 29.70 FEET SOUTHWESTERLY THEREFROM; THENCE NORTHWESTERLY TO A POINT OF BEGINNING AND THE END OF THIS PARCEL 12 DESCRIPTION.

NEW LEGALS
A-1: THAT PORTION OF PARCEL 12, PER QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 20000425001234, RECORDS OF KING COUNTY, WASHINGTON, LYING EAST OF A LINE 113.50 FEET EAST, AS MEASURED AT RIGHT ANGLE FROM AND PARALLEL TO THE EAST MARGIN OF 78TH AVE. SE. AREA CONTAINS 15,776± SQ. FT.
A-2: THAT PORTION OF MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY WASHINGTON; COMMENCING AT THE INTERSECTION OF 78TH AVE SE. AND SE. 27TH ST.; THENCE N 00°11'03" W, ALONG THE CENTERLINE OF SAID 78TH AVE SE, A DISTANCE OF 271.69 FEET TO A POINT ON THE NORTH LINE OF PARCEL 12, PER QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 20000425001234, RECORDS OF KING COUNTY, WASHINGTON; THENCE S 69°09'37" E, ALONG SAID NORTH LINE TO A POINT ON THE NORTHERLY PRODUCED EAST RIGHT OF WAY MARGIN OF 78TH AVE SE, A DISTANCE OF 32.14 FEET; THENCE N 00°11'03" W, ALONG SAID NORTHERLY PRODUCED E. MARGIN 38.21 FEET; THENCE S 62°42'30" E, A DISTANCE OF 127.92 FEET AND THE POINT OF BEGINNING OF PARCEL A-2; THENCE CONTINUING S 62°42'30" E 150.02 FEET; THENCE S 26°41'21" W 24.70 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 12; THENCE N 63°18'39" W 136.69 FEET ALONG SAID NORTH LINE; THENCE N 00°11'03" W 29.46 FEET TO THE POINT OF BEGINNING. AREA CONTAINS 3,649± SQ. FT.
B-1: THE WEST 113.50 FEET OF PARCEL 12, PER QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 20000425001234, RECORDS OF KING COUNTY, WASHINGTON, LYING EASTERLY OF THE EAST RIGHT OF WAY MARGIN OF 78TH AVE. SE. AS MEASURED AT RIGHT ANGLE THERETO AS PRODUCED NORTHERLY FROM SE. 27TH ST. AREA CONTAINS 7,883± SQ. FT.
B-2: THAT PORTION OF MERCER PARK, RECORDED IN VOLUME 8 OF PLATS, PAGE 58, IN KING COUNTY WASHINGTON; COMMENCING AT THE INTERSECTION OF 78TH AVE SE. AND SE. 27TH ST.; THENCE N 00°11'03" W, ALONG THE CENTERLINE OF SAID 78TH AVE SE, A DISTANCE OF 271.69 FEET TO A POINT ON THE NORTH LINE OF PARCEL 12, PER QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 20000425001234, RECORDS OF KING COUNTY, WASHINGTON; THENCE S 69°09'37" E, ALONG SAID NORTH LINE TO A POINT ON THE NORTHERLY PRODUCED EAST RIGHT OF WAY MARGIN OF 78TH AVE SE, A DISTANCE OF 32.14 FEET; THENCE N 00°11'03" W, ALONG SAID NORTHERLY PRODUCED E. MARGIN 38.21 FEET; THENCE S 62°42'30" E, A DISTANCE OF 379.33 FEET AND THE POINT OF BEGINNING OF PARCEL B-2; THENCE N 89°59'28" E 76.44 FEET; THENCE S 00°16'10" E 49.41 FEET TO A 53.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°28'18" A DISTANCE OF 53.63 FEET; THENCE S 89°59'28" W 92.10 FEET TO THE EAST LINE OF SAID LOT 2, MCGILVRA'S ADDITION; THENCE N 00°09'44" W, A CALCULATED DISTANCE OF 20.80 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 12; THENCE S 63°15'23" E, ALONG SAID SOUTH LINE 0.57 FEET; THENCE N 28°02'47" S 83.93 FEET TO THE POINT OF BEGINNING. AREA CONTAINS 9,206±
B-3: THAT PORTION OF MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY WASHINGTON; COMMENCING AT THE INTERSECTION OF 78TH AVE SE. AND SE. 27TH ST.; THENCE N 00°11'03" W, ALONG THE CENTERLINE OF SAID 78TH AVE SE, A DISTANCE OF 271.69 FEET TO A POINT ON THE NORTH LINE OF PARCEL 12, PER QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 20000425001234, RECORDS OF KING COUNTY, WASHINGTON; THENCE S 69°09'37" E, ALONG SAID NORTH LINE TO A POINT ON THE NORTHERLY PRODUCED EAST RIGHT OF WAY MARGIN OF 78TH AVE SE, A DISTANCE OF 32.14 FEET AND THE POINT OF BEGINNING OF PARCEL B-3; THENCE N 00°11'03" W, ALONG SAID NORTHERLY PRODUCED E RIGHT OF WAY MARGIN, 38.21 FEET; THENCE S 62°42'30" E 127.92 FEET; THENCE S 00°11'03" E 29.46 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 12; THENCE N 63°18'39" W 60.92 FEET ALONG SAID NORTH LINE; THENCE N 69°09'37" W ALONG SAID NORTH LINE, 63.38 FEET TO THE POINT OF BEGINNING. AREA CONTAINS 3,643± SQ. FT.



**measure success**

**TOPOGRAPHIC & BOUNDARY SURVEY**  
NW 1/4 OF NE 1/4 SEC. 12, TWP. 24 N., RGE. 16 E., E. 1/4  
TAX PARCEL NO. 531510-1235, WSDOT & CITY R.O.W.

**CITY, WSDOT & TULLY'S SITE**  
VICINITY OF  
7810 SE. 27TH ST.  
MERCER ISLAND, WA - 98004

**Terrane**  
10801 Main Street, Suite 102, Bellevue, WA 98004  
phone 425.458.4488 support@terrane.net  
www.terrane.net

JOB NUMBER: 181671  
DATE: 12/18/18  
DRAFTED BY: LCH  
CHECKED BY: EJS/TMM  
SCALE: 1"=20'  
REVISION HISTORY

SHEET NUMBER  
2 OF 2



# Narrative Appraisal Report

## 1. Owner

Washington State Department of Transportation (WSDOT)

## 2. Location of Subject

The subject property is located north of City-owned parcel A-1, which is itself north of 7810 SE 27<sup>th</sup> St, Mercer Island, WA.

## 3. Subject Legal Description

Please refer to the above Site Map exhibit for the visualization of the subject area. This exhibit also contains a legal description of the subject, referred to as A-2.

This is an appraisal of the fee simple (absolute) interest in the property, subject only to the existing easements, deed or title restrictions of record, and to the four powers of government in the United States (taxation, eminent domain, police power and escheat). To the extent that the property rights may be further divided into different interests by lease, financial encumbrance or otherwise, these separate interests are not appraised herein.

## 4. Delineation of Title

We have not been provided with a title report for the subject property and assume that there are no easements or other unapparent restrictions that would affect the property to a degree that value conclusions would be impacted.

We are not aware of any other current offers, listings, or any other direct indications of value for the subject property.

## 5. The Appraisal Problem and Appraisers' Scope of Work

The purpose of this appraisal is to estimate the fair market value of the subject property as a standalone property and using across the fence methodology.

In the course of this appraisal, we have inspected the subject property as detailed herein. We also researched and developed an understanding of the subject property by reviewing a variety of sources. These sources included public records available from the county assessor and the City of Mercer Island, as well as a physical inspection of the property.

The property is appropriately valued using the Sale Comparison Approach and we researched sales in the local market and in other similar locations. The Income Approach and the Cost Approach are not used since the highest and best use of the subject property is for redevelopment, rendering these approaches less relevant. In the Sale Comparison Approach, we researched sales of similar properties in Mercer Island with similar locational, physical and economic characteristics as the subject. We analyzed the most relevant sales, and each value indication was adjusted relative to the subject, providing a basis for fair market value estimation.

In addition to a Standalone Value, we have also reported an Across the Fence Value. Standalone means the value as a standalone parcel and would take into account any size or shape deficiencies the subject parcel has. Across the Fence means the value that the surrounding parcels have so we would be ignoring size or shape deficiencies.

First, we value the subject property under these two valuation scenarios. Then we documented the findings and prepared this appraisal report to communicate the results. The scope of research and analysis in this report is adequate to support the value conclusion of this appraisal.

## **6. Property Rights to Be Acquired and Effects of Acquisition/Project**

The proposed acquisition of the subject property is needed for constructing a City-owned commuter parking facility.

## **7. Description of Subject Property**

### **Neighborhood Description**

#### *Regional Overview*

The subject property is in Mercer Island, Washington, which is part of the greater Seattle Metropolitan area. The Seattle Metropolitan area is in the middle of a five-county area often referred to as the Central Puget Sound Region. Seattle is the central focus of economic activity for the entire Western Washington region, and has a reputation as a desirable place to live and work. It is in King County and is the largest city and metropolitan area in the state. The boundaries of this area are the City of Everett in the north, the Cascade Mountains in the east, the City of Tacoma in the south, and Puget Sound in the west. For a more detailed discussion and description of the area, please refer to the Seattle Metropolitan Area Description found in the Addenda of this report.

#### *Mercer Island*

Mercer Island is an incorporated city, which consists of an entire island in Lake Washington. The island is located between Seattle and Bellevue and is accessed via bridges on Interstate-90, which bisects the northern edge of the island. As an island with exceptional proximity and connectedness to both the Seattle CBD and the Eastside, Mercer Island is a highly demanded residential situation, with valuable houses and commercial real estate in high demand with limited supply. Most of the area of Mercer Island is improved with single-family homes, many of which are either waterfront or have attractive views of Lake Washington. The central business district portion of Mercer Island, known as the Town Center District, is located on the north central part of the island adjacent to and south of Interstate-90. The subject is located there and most of the established commercial development in Mercer Island is located there, as well. The commercial district is fairly limited in size and includes several office buildings located outside of and east of the central business district.

Mercer Island is 6.3 square miles in size with the majority assigned to residential development. Commercial/Business uses consume 180 acres, public institutions another 180 acres and residential development 3,675 acres. Mercer Island has 23 parks for 475 acres; the remaining 368 acres are assigned

to undeveloped residential. The population of Mercer Island has demographics characterized by a high median household income and a high median home value. According to the 2010 Census, the population of Mercer Island was estimated at 22,699. Because of the geographic limits of the island, growth over the previous decade was a total of only 3.0%, with most of this growth centered around the Town Center. The April 2019 population forecast issued by the Washington State Office of Financial Management is 24,470, a substantial but relatively modest change over the past seven years of about 7.3% for Mercer Island relative to the change over the same period of 11.5% for King County, 17.3% for Seattle, and 15.0% for Bellevue.

Long-term historical growth is relatively low with only a 9.0% increase in population since 1990 compared to King County’s 28.1% growth over the same period. Future growth is also expected to be limited due to the lack of available land. The remaining supply of vacant developable land in Mercer Island has diminished over the past 10 years. Therefore, future development will likely take the form of redevelopment of existing properties.

According to a 2015 estimate, the median income for a household in the city was \$137,182 which is exceptionally high by regional standards, with the average median income in King County at \$80,998.

**Neighborhood Development**

The East Link Light Rail is a \$2.8 billion project that will connect the Eastside’s largest population and employment centers to downtown Seattle, SeaTac Airport, and the University of Washington. Ten stations will be constructed along the 14-mile stretch, including in Mercer Island, Bellevue, Bel-Red, and Overlake. Sound Transit projects that about 50,000 riders will use East Link every day by 2030. The targeted start of service is 2023. Please refer to the map of the proposed East Link Route as of the final design phase.



The route will run from the International District/Chinatown Station in Seattle to Redmond. The Mercer Island station will be by the Park and Ride, just across I-5 from the subject. This will improve regional access for all of Mercer Island.

As with most markets in the Seattle Metropolitan Area, the most recent development in Mercer Island has been in the form of multifamily residential. The Hadley was recently completed in 2016 and is located at 2601 76<sup>th</sup> Avenue SE in the Town Center. The mixed-use apartment contains 209 luxury units over ground floor retail space. In 2014, Dollar Development Co. opened Mercer West, a five story 91-unit apartment building at 77<sup>th</sup> Ave SE and SE 27<sup>th</sup> St in the downtown area of Mercer Island. This is a later phase of an existing project and is connected by a skybridge in order to share amenities. The building includes two ground floor retail spaces totaling 2,000 sf.

The City has put in place two separate development moratoriums on all projects over 2 stories in downtown Mercer Island while the zoning code was being reevaluated. The most recent moratorium was extended in December while the zoning code is re-examined.

Single family construction, primarily infill density development on smaller lots is continuously occurring in Mercer Island as demand for single family homes remains high and home values continue to increase. Outside of the Town Center, the Island is essentially fully developed. An analysis conducted in 2011 by the City concluded that there were only 8 undeveloped buildable lots along the waterfront.

### *Neighborhood Access and Surrounding Uses*

The subject is in the Mercer Island central business district. Access to Mercer Island and the CBD is primarily via the 77<sup>th</sup> Ave SE exit (from eastbound lanes) and Island Crest Way exit (from westbound lanes) off Interstate-90. These exits provide access to the Mercer Island CBD at the east and west ends of the CBD respectively. The 77<sup>th</sup> Street exit provides access to Island Crest Way, which provides access to the immediate subject neighborhood. SE 27<sup>th</sup> Street is the main street that travels east/west through the Town Center. This road turns into 76<sup>th</sup> Ave SE, which provides access to Interstate-90 west bound. I-90 provides excellent regional access to Seattle and I-5 to the west and Bellevue and I-405 to the east.

It has been announced that I-90 will be tolled in the future (SR-520, the alternative bridge connecting Seattle to the eastside of Lake Washington, recently began tolling). However, WSDOT currently does not have a plan for implementation or fees at this time.

There is currently a development moratorium in place for the Town Center (TC Zone) subarea, including the subject property and all of the comparable sales. The Moratorium was implemented in late 2019 and was most recently renewed for an additional 6-months in December 2020.

### *Conclusions*

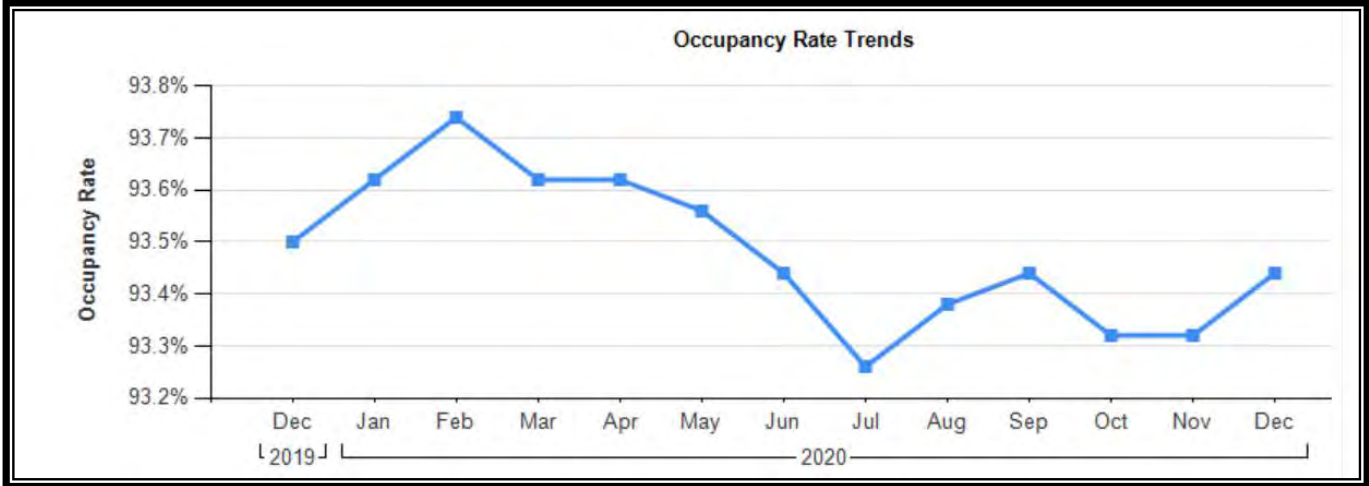
Mercer Island is uniquely situated between the Seattle CBD and Bellevue CBD providing reasonable commutes to both destinations, while providing an affluent and attractive suburban neighborhood. The downtown area has seen recent development dominated by mixed use apartment/retail construction in recent years. Overall, we consider the neighborhood situation of the subject to be excellent and highly desirable for both residential and retail uses.

## **Market Analysis**

### *Apartment Market Analysis*

Data analyzed from the Yardi Matrix apartment information service, which tracks individual properties within the Puget Sound region monthly (projects 50 units and larger) is summarized below. But these reports run about 30 to 45 days behind, and doesn't include the full window from mid-December through now.

The Mercer Island submarket had a 6.5% vacancy rate as of the end of Q4 2020. Vacancy has remained generally stable the past three years, with the exception of a 2.5% increase at the end of 2019. The average asking rental rate in the Mercer Island market (Class A/B+) properties was \$2,119/mo, down 8.7% year over year. According to Yardi Matrix, this data is sourced from 8 different properties in Mercer Island and includes 1,875 units. These properties would likely be the main competitors to any multi-family project that was constructed on the subject site.



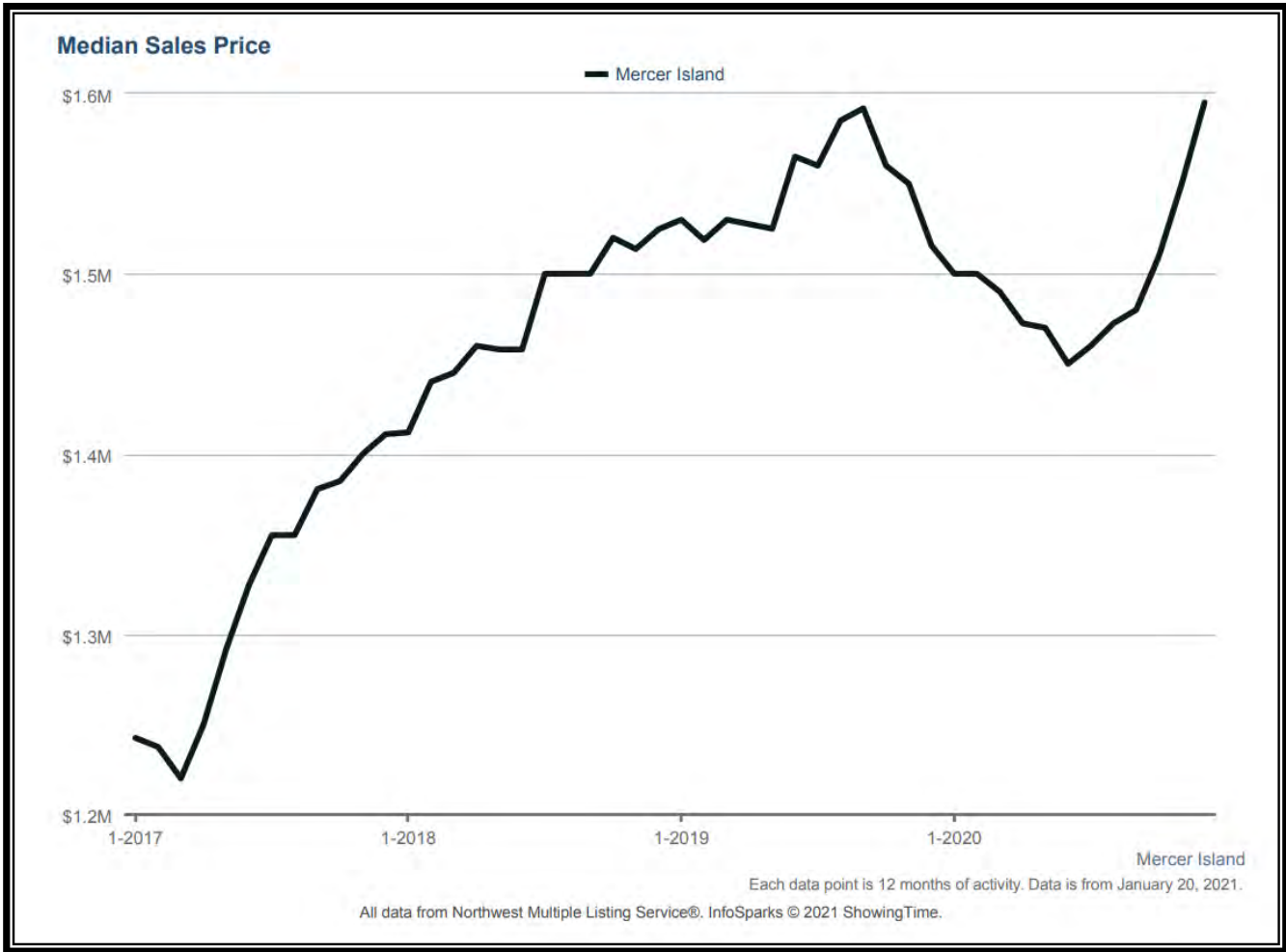
Based on an estimate of 2.037 million jobs in the region and 265,000 occupied market rate apartments, there is about 7.7 jobs for every occupied apartment. The Puget Sound Economic Forecaster by Conway Pedersen predicted that the region would add 130,300 jobs between 2017 and the end of 2020. According to the Department of Licensing, over 190,000 drivers moved to Washington State (and over 10,000/mo in the Puget Sound region) last year. While this figure doesn't count the number of people that have moved out of the region, the numbers are still significant.

***Under Construction & Proposed***

There are currently no apartment projects under construction in Mercer Island. There is one proposed project, which is discussed in more detail in our Sale Comparison Approach section of this report. The project is located south of the subject site in the Mercer Island Town Center. In early 2020 the owner submitted plans for construction of a mixed-use building with a through block pedestrian connection, three public plazas, 10,742 sf of retail, 35 retail parking stalls, and 164 residential units.

***Residential Market Analysis***

Like most of the Greater Seattle Area, the City of Mercer Island experienced a strong recovery from the economic decline of 2008-2011, with rapidly increasing property values since about 2012. According to NWMLS, the median home price in Mercer Island is \$1,595,500 in January 2021, higher than the King County median price of \$650,000. The average Mercer Island home is on the market for 47 days prior to receiving an offer and going under contract. Homes in Mercer Island sell for about listing price, on average. Overall, the Mercer Island residential market is considered competitive in the context of King County, and the Greater Seattle Area. The chart below shows median sales price in the City of Mercer Island over the past three years.



Notably, the residential market in Mercer Island, like the Greater Seattle Area, saw some cooling and flattening of the market through 2019. In March 2020, Governor Inslee issued a stay at home order in response to the Coronavirus Pandemic. There was a dip in the market as sales slowed; however, once the stay at home order was lifted, sale volume jumped as did prices. The increase in demand could be attributed to pent-up demand, lower interest rates, and a shift in housing preferences. Since March 2020, median residential prices in Mercer Island have increased by 7.05%.

**A. Present Use**

The subject is currently an undeveloped part of the Interstate 90 right of way and is used as part of a larger public greenspace and walkway.

**B. Accessibility and Road Frontages**

The subject has no direct access to any existing roadways. However, the site has 150 linear feet of I-90 highway frontage. Access to the subject site is best provided by Sunset Hwy SE.

**C. Land Contour and Elevations**

The subject site is essentially level.

**D. Land Area**

According to a Topographical & Boundary Survey of the subject area dated 12/18/18, the subject is said to contain about 3,649 sf.

**E. Land Shape**

The site is an irregular rectangular in shape. Site dimensions are approximately 150' x 25' x 137' x 29'.

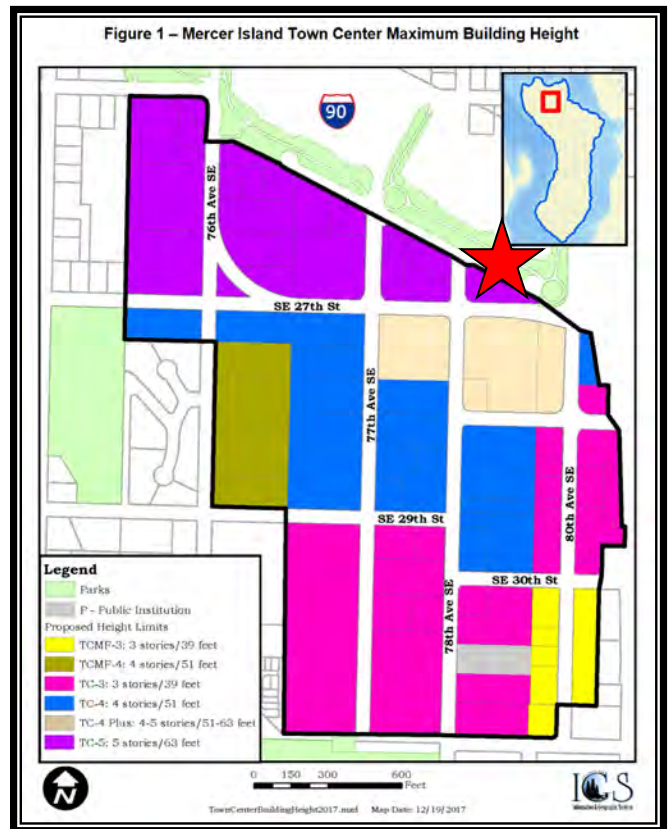
**F. Utilities**

All typical utilities are in the street to the south of the subject property, though do not extend to the subject property.

**G. Present Zoning**

The subject area does not possess a designated zoning code as it has historically been recognized as a part of the I-90 right-of-way. The zoning of the block immediately south and in closest proximity to the subject is zoned TC-5. Use of the subject area for development is likely to include an assemblage with the former Tully's site immediately to the south of the property and would likely take on the same zoning restrictions. Therefore, this report utilizes an *extraordinary assumption* that the subject has been zoned TC-5 and use and development in this area will be in substantial conformance with the neighboring TC-5 zoned former Tully's site.

As indicated by the exhibit to the right, this zoning allows for the tallest buildings and largest potential envelope for any Mercer Island zoning designation. The broadest mix of land uses is allowed, including retail, office, residential, service, restaurant, entertainment, lodging and community facilities. Buildings are to be oriented toward the street and public spaces. Industrial uses are not allowed. The maximum building height is 5 stories not to exceed 63'. Parking requirements are dependent on use with 1 to 1.4 stalls per unit required for residential use. Additional daylight plane standards and ground floor retail use requirements apply.



**H. Highest and Best Use of Land as if Vacant**

The concept of Highest and Best Use is based on the most profitable and valuable use. The Highest and Best Use must meet four criteria: it must be physically possible, legally permissible, financially feasible, and maximally productive.

The subject site is assumed to be zoned TC-5 with a maximum height limit of 5-stories and 63'. The zoning allows for a wide range of residential, retail, lodging and office uses. Industrial uses are not

allowed. The subject's size and shape would be a significant limiting factor to full and efficient use of the property. As a stand-alone parcel, the subject property is unlikely to support a development which takes full advantage of the underlying zoning unless it is assembled with a neighboring property. Without assemblage, it is possible that the subject could support a townhome development site with access from Sunset Hwy SE. We estimate that it would cost about \$140,000 to improve the City-owned A1 parcel for access to and around the subject. Based on these limiting physical factors, a multi-unit townhome construction is concluded as the highest and best use if the property without assemblage.

However, it is concluded that the maximally productive use of the subject is for assemblage with the neighboring parcels for development to the maximum extent allowed by the zoning. If assembled with the surrounding properties, the subject site could allow for a five-story construction, suggesting that office, hotel, or residential uses above ground floor retail use is the maximally productive use of the site. Significant new multifamily construction is ongoing throughout the Puget Sound region. This construction is being fueled by strong job and population growth. One large apartment project (the Hadley) was completed in 2016. This project added 209 units and has been mostly leased.

Apartment vacancy is reportedly about 5% for the Mercer Island market, indicating that significant demand exists from apartment renters in this market. No new projects are currently under construction and little is in the pipeline, aside from the Mud Bay/King Enterprise site which will be discussed in the following section. There have been no significant new office projects in Mercer Island for an extended period. In part this is due to the desire by larger tenants to locate in the CBD Seattle and Bellevue markets. This focus on downtown markets has reduced suburban office construction to very low levels over the last 15 years. There has been significant new hotel construction in the Seattle and Bellevue CBDs over this last cycle. There is not a business hotel on Mercer Island but there is also less business activity and most guests stay in Seattle or Bellevue. Based on these market trends, multifamily construction is concluded as the highest and best use. Apartment unit pricing is high enough that few developers have been interested in building condominium units.

Office development is a potential secondary highest and best use. However, since most new office construction in recent history has occurred near the Seattle and Bellevue CBDs, this secondary use is somewhat speculative as multifamily developers have mostly outcompeted office developers for sites with neighborhood locations such as the subject.

### ***I. Improvements***

None

### ***J. Specialty Items***

This appraisal is of the real property only (land and improvements). No personal property (or any other improvements such as art installation) are being acquired.

### ***K. Real Estate Taxes***

The subject is currently owned by Washington State Department of Transportation and is not currently subject to tax assessments or tax obligations.



## ***L. Assessments Current and Pending***

We are not aware of any additional assessments at the subject property.

## ***M. Existing Lease or Rental Data***

We are not aware of any additional lease or rental indications at the subject property.

## **8. Approaches to Value**

As the basis for estimating the land value for the subject, the Sale Comparison Approach has been used.

This report includes two value conclusions: Across-the-Fence (ATF) value and Standalone value. This report first addresses the Across-The-Fence (ATF) value, where the subject is valued without consideration of physical characteristics such as size or shape. Following development of an ATF value, we develop a Standalone value, which considers the subject's physical features and adjusts the value for the subject's physical deficiencies.

## **9. Valuation**

### ***A. Site Valuation***

This valuation methodology is based upon transactions of comparable properties to derive units of comparison that are then used to indicate value for the subject. Please refer to the *Land Sale Comparison Summary* which outlines the details of the sale comparisons. Photographs and a map of each of these comparisons are also located in this section. This approach provides a fee simple value for redevelopment of the subject site without any lease encumbrances.

We have evaluated the sale comparisons in terms of the price/sf of land area, which is a common method of comparison for similar properties. Factors including property rights, market conditions, location, zoning, site size/shape and interim income have been considered for adjustments of the comparisons relative to the subject. Specific adjustments are discussed further in this section. Please see the *Land Sale Comparison Adjustment Grid* exhibit in this section detailing these adjustments.

**Sale Comparison No. 1** is the December 2019 sale of a 12,230 sf, triangle shaped parcel which was formerly used as a Tully's. The site went under contract about 18 months before closing and site contamination issues delayed the closing. The buyer believes that they received a discount due to the contamination issues and market movement during the extended closing period. The buyer negotiated a settlement with BP/ARCO for contamination cleanup on the site, including 100% reimbursement of investigation, legal, and soil cleanup costs, but only about 85% of the groundwater and vapor cleanup. The site sold for \$2,000,000, or about \$164/sf of land.

**Sale Comparison No. 2** is the January 2021 sale of 22,769sf site improved with a single-story former Qwest building which measures 8,340sf and contains office and a drive-thru warehouse area. The buyer plans to lease the existing building in the short-term with redevelopment of the site with a multi-family project being the long-term goal. The buyer reported that another developer had the site under contract at \$4,600,000-\$4,800,000 but the deal failed after the buyer asked for an extended close. The actual buyer was willing to close immediately and won the deal at \$4,200,000, or about \$184/sf of land.

**Lot A-2 Mercer Island**  
**Land Sale Comparison Summary**

#	Name & Address	Zoning	Land Area (sf)	Sale Date	Sale Price	\$/sf Land	Comments
1	<b>Former Tully's</b> 7810 SE 27th St Mercer Island, WA	TC-5 <i>(Mercer Island)</i>	12,230	Dec-19	\$2,000,000	\$164	The site went under contract about 18 months before closing and site contamination issues delayed the closing. The buyer believes that they received a discount due to the contamination issues and market escalation during the extended closing period. The buyer negotiated a settlement with BP/ARCO for contamination cleanup on the site, including 100% reimbursement of investigation, legal, and soil cleanup costs, but only about 85% of the groundwater and vapor cleanup. Estimated remediation costs are \$10,000,000 for the larger contaminated site. The buyer owns the adjacent right of way and has been considering a plan to have a private developer construct 100 underground parking stalls for the City's use as commuter parking on this lot plus part of the right of way in exchange for a discount on a land purchase.
2	<b>MI 29 Development Site</b> 7707 29th St Mercer Island, WA	TC-3 <i>(Mercer Island)</i>	22,769	Jan-21	\$4,200,000	\$184	Property with a vacated Qwest facility. Buyer is not sure what he will do with it. He is seeking proposals from tenants to occupy the building for an interim period but thinks he'll probably do multifamily of some sort.
3	<b>King Enterprises LLC</b> 2885 78th Ave SE Mercer Island, WA	TC-4 <i>(Mercer Island)</i>	43,705	Jun-18	\$8,520,000	\$195	The buyer was Xing Hua Group Ltd., which already owns the Mud Bay building on west side of the same block. Xing Hua plans to redevelop the combined 1.5-acre site with a mixed-use apartment project. The seller was King Enterprises of WA LLC, which had owned the property for decades. Developed in 1962 on one acre, the two-story building has about 12,000 square feet. Tenants include Tiger Garden restaurant, a nail salon, pizzeria and various small offices. The corner property is south of McDonald's and west across the street from QFC, in Mercer Island Town Center.
4	<b>Mud Bay Retail</b> 2750 77th Ave SE Mercer Island, WA	TC-4 <i>(Mercer Island)</i>	20,075	Apr-17	\$4,950,000	\$247	7,036 sf or retail, sold for \$704/sf of bldg. area. Slightly irregular shape site. CoStar indicates 3.5% cap rate and long term plans for buyer to assemble with rest of the block for redevelopment. Site has agreement with neighboring property to the east for parking for 17 stalls. In early 2020 the buyer submitted plans for construction of a mixed-use building with a through block pedestrian connection, three public plazas, 10,742 sf of retail, 35 retail parking stalls, and 164 residential units. Reportedly, the buyer also wanted the church site to the southwest (Sale 5), but the church wasn't interested in selling.
5	<b>Church Property</b> 2728 77th Ave SE Mercer Island, WA	TC-4	12,775	Aug-16	\$2,400,000	\$188	Asking price of \$2.1m with 6 offers received. 2,955 sf converted SFR to church use. Sold for \$812/sf of bldg. area. 2014 application for "mixed use" building by Hines.
<u>Subject Site</u>							
	<b>A2 Parcel</b> Mercer Island, WA	TC-5	3,649	December 22, 2020 <i>Date of Appraisal</i>			

*McKee Appraisal  
January 2021*

**Sale Comparison No. 3** is the June 2018 sale of the 43,705 sf King Enterprises site in downtown Mercer Island. The buyer was Xing Hua Group Ltd., which already owns the Mud Bay building on west side of the same block. Xing Hua plans to redevelop the combined 1.5-acre site with a mixed-use apartment project. The seller was King Enterprises of WA LLC, which had owned the property for decades. Developed in 1962, the existing two-story building has about 12,000 square feet. Tenants include Tiger Garden restaurant, a nail salon, pizzeria and various small offices. The corner property is south of McDonald's and west across the street from QFC, in Mercer Island Town Center. It is zoned TC-4 and sold for \$8,520,000, or \$195/sf.

**Sale Comparison No. 4** is the April 2017 sale of the Mud Bay Retail property for \$4,950,000, or \$247/sf of land area. The property was openly marketed and was purchased as an investment with consideration of the long-term redevelopment potential by the same buyer as Sale 3. The property contains TC-4 zoning which allows for 4 story buildings. The property reportedly transacted at a roughly 3.5% capitalization rate based on existing income, with long term plans to acquire additional land for redevelopment. The property contains a beneficial parking agreement with the neighboring property to the east, requiring 17 parking stalls to be provided on that property. More recently, plans were submitted to the city in early 2020 to construct a mixed-use building with through block pedestrian connections, three public plazas, 10,742 sf of retail, 35 retail parking stalls, and 164 residential units. We were also informed that the buyer was interested in acquiring the church site at the southwest corner of the block (Sale 5) to assemble with Sale 3 and this sale, however the owner of the church site wasn't interested in selling.

**Sale Comparison No. 5** is the August 2016 sale of a church property in downtown Mercer Island. The 12,755-sf corner site is located just to the southwest of Sales 3 and 4. The property was openly listed with an asking price of \$2,100,000. It received six offers and was ultimately purchased by a church. The SFR on site was converted into a church related use by the buyer. Despite this sale to an owner occupant, the value of this site is in the land. It sold for \$2,400,000, or about \$188/sf of land area, or \$812/sf of the building area. In 2014, the previous owner had submitted plans to redevelop the site with a mixed-use project, but the redevelopment never fully materialized before the old owner decided to sell the site.

## ***B. Comparable Adjustments***

### ***Conditions of Sale***

Sale 4 transacted with additional rights for use of 17 parking stalls on the adjacent property. Based on an estimated value of \$30,000/stall, a moderate downward adjustment is necessary.

### ***Market Conditions***

The market has been escalating in value during the timeframe covered by these sales. However, in the months since the onset of coronavirus the market has moved in the downward direction. We adjusted sales up for market conditions using the CPPI index (Commercial Property Price Index, a national price index) with a -5% adjustment since February 2020.

### ***Location***

The subject has a strong location at the center of Mercer Island. All sales have comparable locations.

## Lot A-2 Mercer Island

### Land Value Adjustment Grid

	<i>Subject</i>	<i>1</i> <i>Former Tully's</i>	<i>2</i> <i>MI 29 Development Site</i>	<i>3</i> <i>King Enterprises LLC</i>	<i>4</i> <i>Mud Bay Retail</i>	<i>5</i> <i>Church Property</i>
<i>Sale Price</i>		<b>\$2,000,000</b>	<b>\$4,200,000</b>	<b>\$8,520,000</b>	<b>\$4,950,000</b>	<b>\$2,400,000</b>
<i>Costs After Sale</i>		\$0	\$0	\$0	\$0	\$0
<i>Conditions of Sale</i>		\$0	\$0	\$0	\$0	\$0
<i>Financing Terms</i>		\$0	\$0	\$0	\$0	\$0
<i>Property Rights</i>		<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>(10%)</u>	<u>\$0</u>
<i>Analysis Price</i>		<b>\$2,000,000</b>	<b>\$4,200,000</b>	<b>\$8,520,000</b>	<b>\$4,455,000</b>	<b>\$2,400,000</b>
<i>Land Area</i>	3,649	12,230	22,769	43,705	20,075	12,775
<i>\$/sf</i>		<b>\$164</b>	<b>\$184</b>	<b>\$195</b>	<b>\$222</b>	<b>\$188</b>
<i>Sale Date</i>	<i>December 22, 2020</i> <i>(Date of Appraisal)</i>	Dec-19	Jan-21	Jun-18	Apr-17	Aug-16
<i>Market Conditions Adj.</i>		2%	0%	13%	25%	30%
<i>Adjusted Unit Price</i>		<b>\$167</b>	<b>\$184</b>	<b>\$220</b>	<b>\$277</b>	<b>\$244</b>
<i>Location</i>		0%	0%	0%	0%	0%
<i>Zoning</i>		0%	20%	15%	15%	15%
<i>Size/Shape</i>		0%	0%	0%	0%	0%
<i>Contamination</i>		35%	0%	0%	0%	0%
<i>Net Additional Adjustments</i>		35%	20%	15%	15%	15%
<i>Adjusted Unit Price</i>		<b>\$226</b>	<b>\$221</b>	<b>\$253</b>	<b>\$319</b>	<b>\$280</b>

*McKee Appraisal*  
*January 2021*

## *Zoning*

The subject is assumed to contain TC-5 zoning which allows buildings up to 5 stories. Sale 2 contains TC-3 zoning which restricts building to a maximum height of 3 stories. Sales 3, 4 and 5 contain TC-4 zoning which restricts building to a maximum height of 4 stories. The magnitude of the upward adjustment for the subject's superior zoning is partially mitigated by the requirement to provide additional underground parking for each additional unit allowed by the subject's zoning. This factor is magnified since the marginal cost increases for each level of underground parking. After consideration, moderate upward adjustments are necessary for Sales 2, 3, 4 and 5.

## *Site Size/Shape/Access*

Because we are considering the ATF value, we have not considered adjustments for size or shape. We will discuss these adjustments in the following Standalone Value discussion.

## *Contamination*

This adjustment considers the expectation that the buyer of Sale 1 will bear some costs for groundwater and vapor remediation, as well as an administrative burden to oversee any cleanup. We have adjusted Sale 1 upwards significantly, since it was the source site, and we estimate that it did sell at a discount due to this factor.

## **'Across-the-Fence' Value Conclusion**

For the Across-the-Fence (ATF) value, the subject is valued without consideration of physical characteristics such as size or shape. Before adjustments the sale comparisons indicated a range from \$164/sf to \$247/sf. The sale comparisons analyzed bracket most of the subject's characteristics and provide recent indications of fair market value. Every sale required some adjustment; however, the net magnitude of adjustment is relatively small. The range after adjustments shifted to between \$221/sf and \$319/sf. Sale 1 is located directly adjacent to the subject and provides a reliable indication of value. Sale 2 is a very recent indication but has an inferior zoning. For these reasons, we have placed more weight these two indications. After consideration, the concluded Across-the-Fence value for the subject is **\$225/sf, or \$800,000, rounded.**

## **'Standalone' Value Conclusion**

For the Standalone value, the subject is valued with consideration of physical characteristics such as size, shape and access. The subject is of a much smaller size than all of the comparisons presented. This is largely due to the absences of any comparably sized parcels within Mercer Island's Town Center subarea. The shape of the subject could roughly be described as a 25' X 150' rectangle. As a result of the subject's small site size and limited footprint area, we conclude that the maximally productive highest and best use would be for assemblage with a surrounding property for development of a five-story multi-family building. However, we also recognize that the underlying zoning would allow the site to be developed with a townhome structure, if it were to be developed as a stand-alone parcel.

As part of this analysis, we have conducted a regional search for sales comparably sized multifamily sites in an attempt to evaluate the pricing characteristics and evidence of highest and best use for smaller sites. For example, we researched:

- A 3,485sf site located in the Ballard neighborhood of Seattle that sold for townhome redevelopment. The site dimensions were about 50' by 65' and the developer was able to construct 4 live work units and one single family residence.
- A 5,000sf site located in the Central District of Seattle that sold as a fully planned and permitted townhome development site. The site dimensions were 50' by 100' and the developer is building five townhomes, each with garage parking and a shared driveway.
- A 2,850sf midblock development site located in the University District of Seattle that sold for land value. The dimensions were roughly 30' X 95', but a 6' alley dedication is required. The site was developed with a four-unit townhome.
- A 3,500sf located in the Queen Anne neighborhood of Seattle that sold to a developer who plans on renovating an existing structure and building two townhomes on the surplus site area. The site dimensions were about 30' by 120' and backup offers were received from developers who wanted to clear the property and build four townhome units.

Based on our review of site with similar size and shape constraints, we conclude that the subject site is capable of supporting a multi-unit townhome development.

The subject site does not have established access at this point. The site located immediately south of Parcel A1 that is owned by the City and contains a public road. In order to provide property access, we conclude that a developer of the subject would need to improve the City-owned area to include an access road to and from the site. As part of our Standalone value analysis, we have considered the costs to improve access to and from the site across the City owned land. We considered cost for grading, road and curb construction and additional costs for utility laterals. Accounting for both hard and soft costs a developer would need to account for between \$140,000 and \$150,000 in additional project cost to provide access.

Considering the additional costs of providing access to the subject site, we conclude that the site has deficient access characteristics and that its Standalone value should be less than the Across-the-Fence value. Considering the additional costs and risks of developing access, we conclude to a Standalone value for the subject of **\$180/sf**, or **\$660,000**, rounded.

***C. Correlation and Final Value Conclusion from All Approaches – Before Acquisition***

Reconciliation is the process of assigning different weight or emphasis to each of the approaches to valuation used in the report to arrive at a final value estimate. The primary considerations are the reliability of the data and the applicability of each method for valuing the particular property. In the subject’s case, only the Sale Comparison Approach was used as we have placed on all of emphasis on the indications of this approach.

<b>Final Conclusion</b>	<b>December 22, 2020</b>
<b>Across-the-Fence Value</b>	<b>\$800,000</b>
<b>Standalone Value</b>	<b>\$660,000</b>

**10. Remainder Evaluation**

Because this report considered a full acquisition, the After value is \$0.

***F. Recapitulation***

- a. Across the Fence Value \$800,000
- b. Standalone Value \$660,000

**11. Explanation, Measurement, Supporting Data, and Allocation of Damages, Costs to Cure, and Special Benefits**

Not Applicable

**12. Personalty Realty Report**

Not applicable – No improvements are acquired.

### 13. Addenda

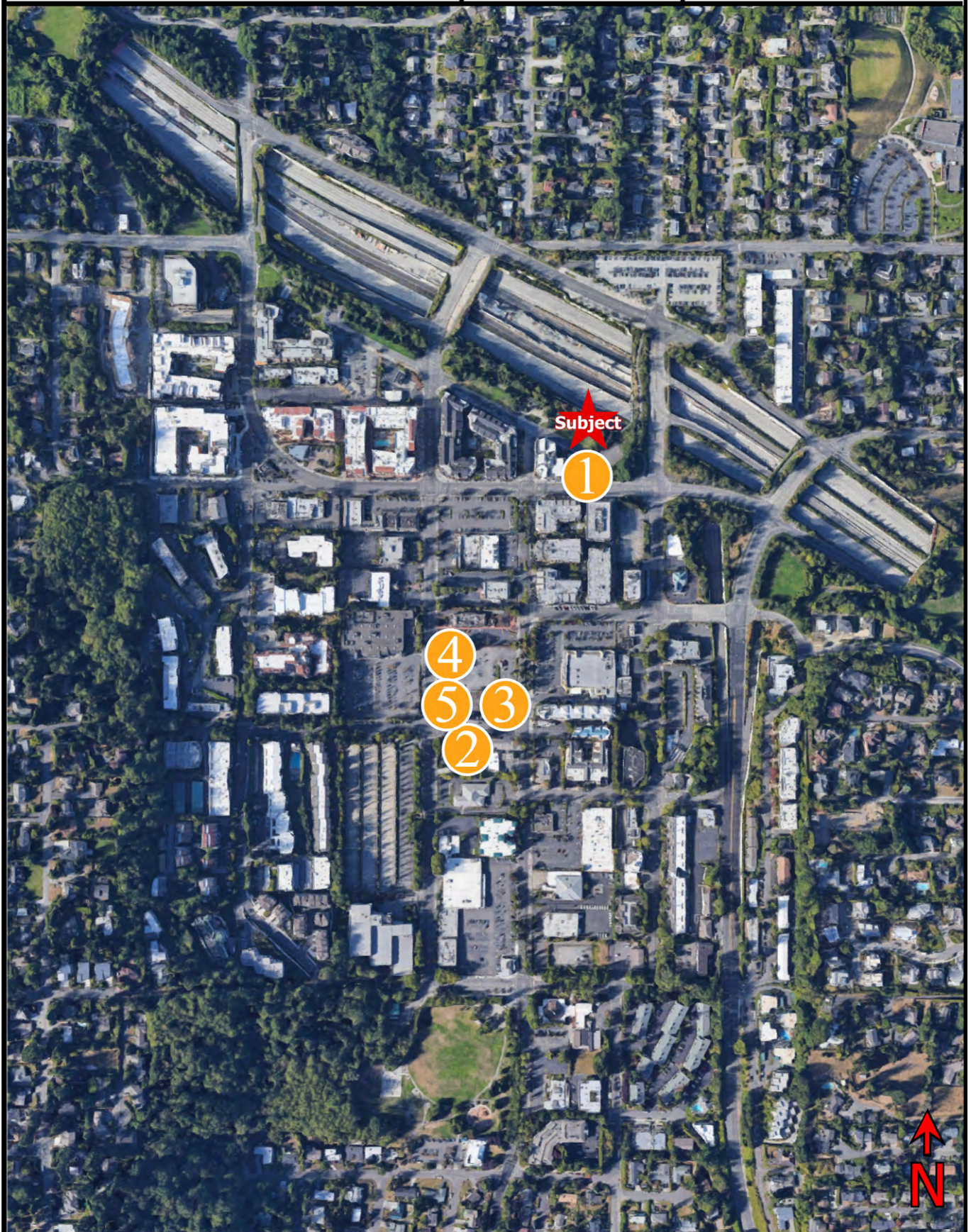
**Sale Comparison Data Map**  
**Sale Comparison Data Sheets**  
**Task Order**  
**Additional Certification, Disclosure and Use Restriction**  
**Appraisers' Experience and Qualifications**

--- SEE FOLLOWING PAGES ---



## SALE COMPARISON DATA MAP

# Sale Comparison Map



## SALE COMPARISON DATA SHEETS

Market Data (Sale Comparison Details)

Sale ID: 1

(1) Address or Location:

Property Name: Former Tully's  
 Street Address: 7810 SE 27th St  
 City: Mercer Island, WA

(2) Sale sketch and photo are on the following page

- (3) a. Access: SE 27th St and Sunset Hwy SE
- b. Use at Sale: Vacant former Tully's.
- c. H & B Use: Multifamily redevelopment
- d. Zoning: TC-5
- e. Dimensions: Triangular. B-178', H-113', Hy-205'
- f. Area: 12,230
- g. Sale Date: 12/27/19
- h. Price: \$ \$2,000,000
- i. Instrument Type: Bargain and Sales Deed
- j. Terms: Cash
- k. Ex.Tax# or AF #: 3027694
- l. Seller: BUTY LIMITED PARTNERSHIP+BURTON SHELLEY L (TTEE'S) ET AL
- m. Buyer: MERCER ISLAND CITY OF
- n. Confirmed with: City of Mercer Island
- o. Confirmed by: Ken Barnes
- p. Date Inspected: 01/25/2021

(4) Legal Description or Tax Parcel Number:

5315101235

(5) Physical Characteristics (description at sale, confirmation information, changes since sale, etc.):

**A.) Property Description:**

Triangular shaped parcel

**B.) Confirmation Data and Comments:**

The site went under contract about 18 months before closing and site contamination issues delayed the closing. The buyer believes that they received a discount due to the contamination issues and market escalation during the extended closing period. The buyer negotiated a settlement with BP/ARCO for contamination cleanup on the site, including 100% reimbursement of investigation, legal, and soil cleanup costs, but only about 85% of the groundwater and vapor cleanup. Estimated remediation costs are \$10,000,000 for the larger contaminated site. The buyer owns the adjacent right of way and has been considering a plan to have a private developer construct 100 underground parking stalls for the City's use as commuter parking on this lot plus part of the right of way in exchange for a discount on a land purchase.

(6) ANALYSIS:

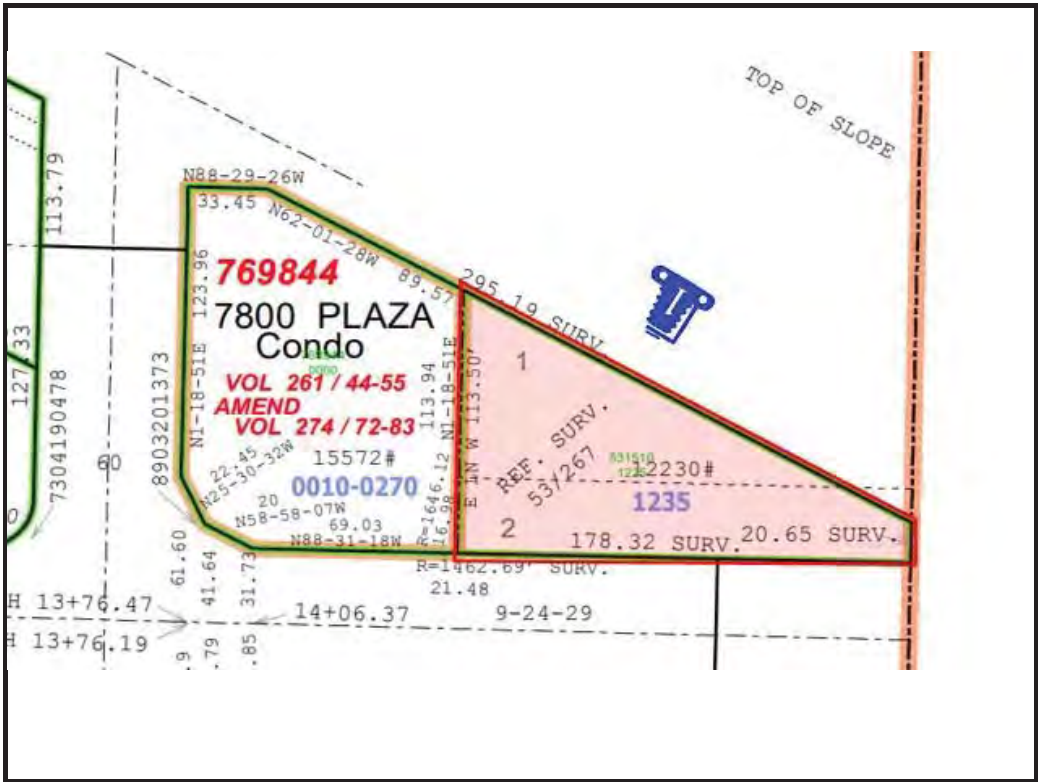
Item	Contribution Value	Market Unit
<b>Land:</b>		
12,230 sf	\$2,000,000	\$164 /sf Land
Comments: Land Sale		
<b>Buildings:</b>		
#REF! sf		#REF! #REF!
Comments:		
<b>Other (Site, etc.):</b>		
#REF! #REF!		#REF! #REF!
Comments:		
<b>Total Price</b>	<b>\$2,000,000</b>	<b>\$164 /sf Land</b>
Comments:		

Prepared by: McKee Appraisal, Inc.

Sale Comparison Details

**Sale Sketch and Photo**

1



Taken By Julian Rondello on Jan. 25, 2021

Prepared by: McKee Appraisal, Inc.

Market Data (Sale Comparison Details)

Sale ID: 2

(1) Address or Location:

Property Name: MI 29 Development Site  
 Street Address: 7707 29th St  
 City: Mercer Island, WA

(2) Sale sketch and photo are on the following page

- (3) a. Access: Direct from 77th Ave SE & SE 29th St
- b. Use at Sale: Office/Warehouse
- c. H & B Use: Multifamily redevelopment
- d. Zoning: TC-3
- e. Dimensions: Rectanuglar. 166' X 137'
- f. Area: 22,769
- g. Sale Date: 01/04/21
- h. Price: \$ \$4,200,000
- i. Instrument Type: Quit Claim Deed
- j. Terms: Cash
- k. Ex.Tax# or AF #: 202101051089
- l. Seller: QWEST CORP
- m. Buyer: 770729 LLC
- n. Confirmed with: Buyer
- o. Confirmed by: Ken Barnes
- p. Date Inspected: 01/25/21

(4) Legal Description or Tax Parcel Number:

5315101076

(5) Physical Characteristics (description at sale, confirmation information, changes since sale, etc.):

**A.) Property Description:**

rectangular shaped corner parcel improved with an office/warehouse building and surface parking.

**B.) Confirmation Data and Comments:**

Property with a vacated Qwest facility. Buyer is not sure what he will do with it. He is seeking proposals from tenants to occupy the building for an interim period but thinks he'll probably do multifamily of some sort.

(6) ANALYSIS:

Item	Contribution Value	Market Unit
<b>Land:</b>		
22,769 sf	\$4,200,000	\$184 /sf Land
Comments: Land Sale		
<b>Buildings:</b>		
#REF! sf		#REF! #REF!
Comments:		
<b>Other (Site, etc.):</b>		
#REF! #REF!		#REF! #REF!
Comments:		
<b>Total Price</b>	<b>\$4,200,000</b>	<b>\$184 /sf Land</b>
Comments:		

Prepared by: McKee Appraisal, Inc.

Sale Comparison Details

Sale Sketch and Photo

2



Taken By Julian Rondello on Jan. 25, 2021

Prepared by: McKee Appraisal, Inc.

Market Data (Sale Comparison Details)

Sale ID: 3

(1) Address or Location:

Property Name: King Enterprises LLC  
 Street Address: 2885 78th Ave SE  
 City: Mercer Island, WA

(2) Sale sketch and photo are on the following page

- (3) a. Access: Direct from 78th Ave SE & SE 29th St
- b. Use at Sale: Commercial building and surface parking
- c. H & B Use: Multifamily redevelopment
- d. Zoning: TC-4
- e. Dimensions: Irregular
- f. Area: 43,705
- g. Sale Date: 06/26/18
- h. Price: \$ \$8,520,000
- i. Instrument Type: Statutory Warranty Deed
- j. Terms: Cash
- k. Ex.Tax# or AF #: 2938991
- l. Seller: KING ENTERPRISES OF WASHINGTON LLC
- m. Buyer: XING HUA GROUP LTD
- n. Confirmed with: Public Records
- o. Confirmed by: Julian Rondello
- p. Date Inspected: 01/25/2021

(4) Legal Description or Tax Parcel Number:

5315101326

(5) Physical Characteristics (description at sale, confirmation information, changes since sale, etc.):

**A.) Property Description:**

Irregular shaped parcel improved with a two story commercial building

**B.) Confirmation Data and Comments:**

The buyer was Xing Hua Group Ltd., which already owns the Mud Bay building on west side of the same block. Xing Hua plans to redevelop the combined 1.5-acre site with a mixed-use apartment project. The seller was King Enterprises of WA LLC, which had owned the property for decades. Developed in 1962 on one acre, the two-story building has about 12,000 square feet. Tenants include Tiger Garden restaurant, a nail salon, pizzeria and various small offices. The corner property is south of McDonald's and west across the street from QFC, in Mercer Island Town Center.

(6) ANALYSIS:

Item	Contribution Value	Market Unit
<b>Land:</b>		
43,705 sf	\$8,520,000	\$195 /sf Land
Comments: Land Sale		
<b>Buildings:</b>		
#REF! sf		#REF! #REF!
Comments:		
<b>Other (Site, etc.):</b>		
#REF! #REF!		#REF! #REF!
Comments:		
<b>Total Price</b>	<b>\$8,520,000</b>	<b>\$195 /sf Land</b>
Comments:		

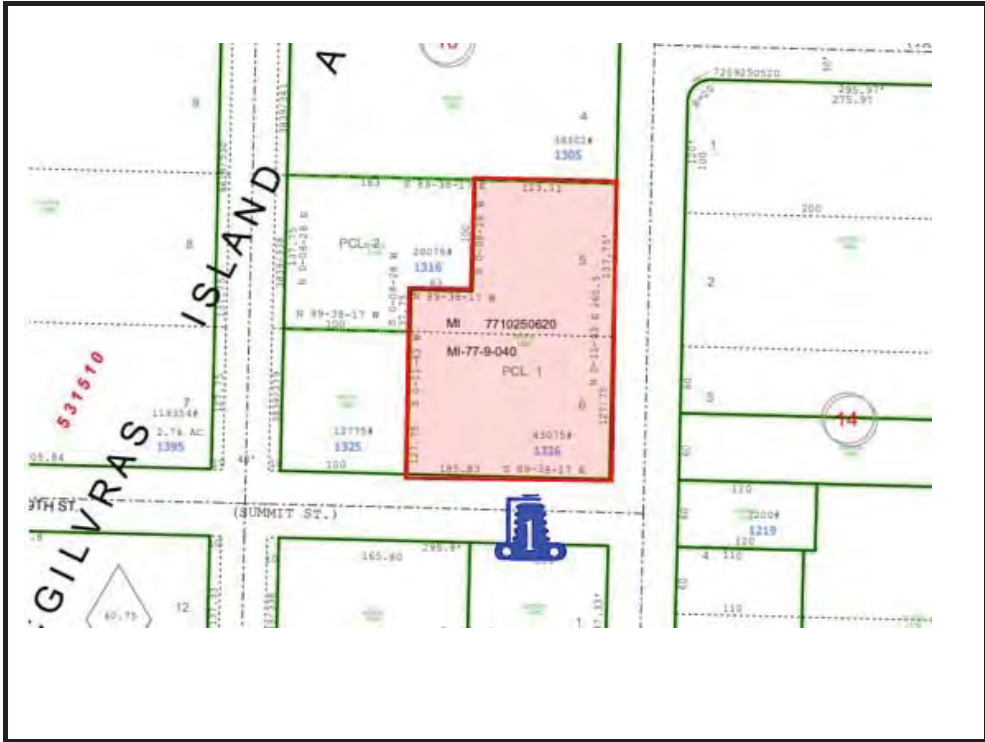
Prepared by: McKee Appraisal, Inc.



Sale Comparison Details

Sale Sketch and Photo

3



Taken By Julian Rondello on Jan. 25, 2021

Prepared by: McKee Appraisal, Inc.

Market Data (Sale Comparison Details)

**Sale ID:** 4

(1) *Address or Location:*

**Property Name:** Mud Bay Retail  
**Street Address:** 2750 77th Ave SE  
**City:** Mercer Island

(2) *Sale sketch and photo are on the following page*

- (3) **a. Access:** Direct from 77th Ave SE  
**b. Use at Sale:** Retail building  
**c. H & B Use:** Apartment/Office  
**d. Zoning:** TC-4  
**e. Dimensions:** Irregular (see map)  
**f. Area:** Land Area: 20,075; Building Area: 7,036  
**g. Sale Date:** 04/14/17  
**h. Price: \$** \$4,950,000  
**i. Instrument Type:** Statutory Warranty Deed  
**j. Terms:** Cash to seller  
**k. Ex.Tax# or AF #:** E2858886  
**l. Seller:** 2800 Associates LLC  
  
**m. Buyer:** Xing Hua Group LTD  
**n. Confirmed with:** Patrick Mutzel  
**o. Confirmed by:** Eric McKee  
**p. Date Inspected:** 01/25/21

(4) *Legal Description or Tax Parcel Number:*

531510-1316

(5) *Physical Characteristics (description at sale, confirmation information, changes since sale, etc.):*

**A.) Unit Description:**

Mid-block, level, and slightly irregularly shaped site. Site has 137.75' of frontage along 77th Ave SW. At the time of sale, the property was improved with a small retail building.

**B.) Confirmation Data and Comments:**

Two tenant, fully occupied retail building sold at a 3.5% cap rate. The buyer has long term plans to assemble the property with the rest of the block for redevelopment. There were no recorded permits after the sale. The site has an agreement with the neighboring property to the east for parking for 17 stalls.

(6) **ANALYSIS:**

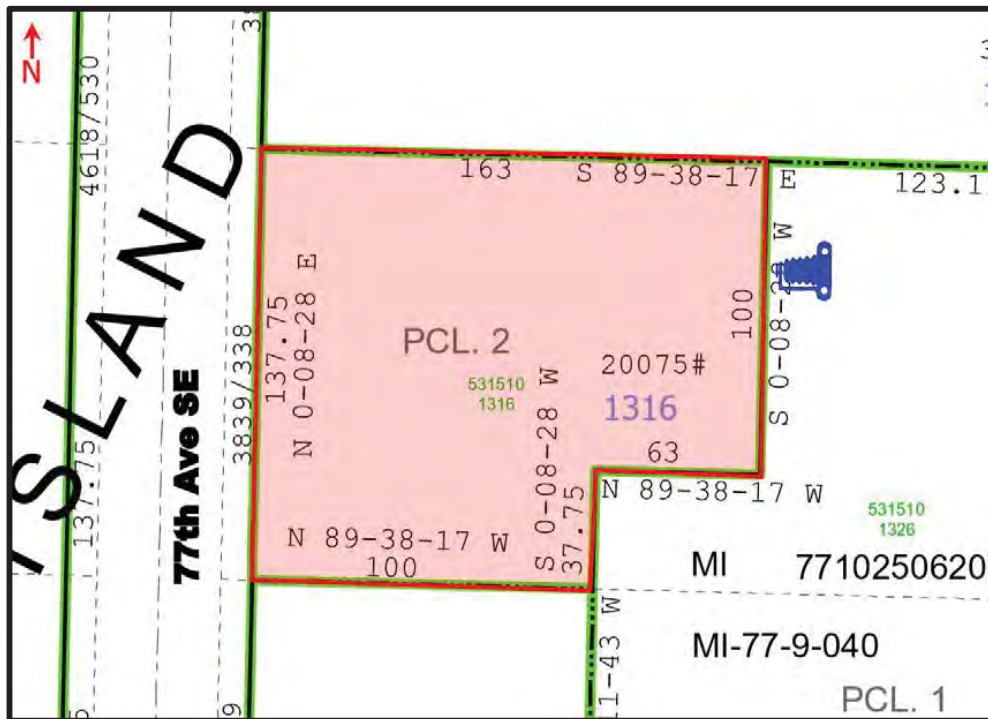
Item	Contribution Value	Market Unit
<b>Land:</b>		
20,075 sf	\$4,950,000	\$247 /sf Land
Comments:		
<b>Unit:</b>		
7,036 sf	\$0	\$0 /sf Bldg.
Comments:		
<b>Other (Site, etc.):</b>		
sf		/sf
Comments:		
<b>Total Price</b>	<b>\$4,950,000</b>	<b>\$704 /sf Bldg.</b>
Comments:		<b>\$247 /sf Land</b>

Prepared by: McKee Appraisal, Inc.

Sale Comparison Details

Sale Sketch and Photo

4



Taken by Ken Barnes on Apr. 03, 2018

Prepared by: McKee Appraisal, Inc.

Market Data (Sale Comparison Details)

Sale ID: 5

(1) Address or Location:

**Property Name:** Church Property  
**Street Address:** 2728 77th Ave SE  
**City:** Mercer Island

(2) Sale sketch and photo are on the following page

- (3) **a. Access:** Direct from 77th Ave SE & SE 29th St
- b. Use at Sale:** Church
- c. H & B Use:** Apartment/Office
- d. Zoning:** TC-4
- e. Dimensions:** 100' by 127'
- f. Area:** Land Area: 12,775; Building Area: 2,955
- g. Sale Date:** 08/23/16
- h. Price: \$** \$2,400,000
- i. Instrument Type:** Statutory Warranty Deed
- j. Terms:** Cash to seller
- k. Ex.Tax# or AF #:** E2817530
- l. Seller:** Bitney Walsh LLC
  
- m. Buyer:** First Church of Christ Scientist Mercer Island
- n. Confirmed with:** Public records and an unnamed member of the church's office
- o. Confirmed by:** Robert Foxcurran
- p. Date Inspected:** 01/25/21

(4) Legal Description or Tax Parcel Number:

531510-1325

(5) Physical Characteristics (description at sale, confirmation information, changes since sale, etc.):

**A.) Unit Description:**

A rectangular, level, corner site. Property has 100' of frontage along SE 29th St and 127.75' of frontage along 77th Ave SW. At the time of sale, the property was improved with a converted SFR that was being used as an office building.

**B.) Confirmation Data and Comments:**

Asking price of \$2.1m with 6 offers received. Sold for \$812/sf of bldg area. 2014 application for "mixed use" building by Hines. An unnamed source in the church's office confirmed that the property would initially be used as a "reading room" retail store for the church, but that the site was also purchased with its long term investment value/redevelopment potential in mind.

(6) ANALYSIS:

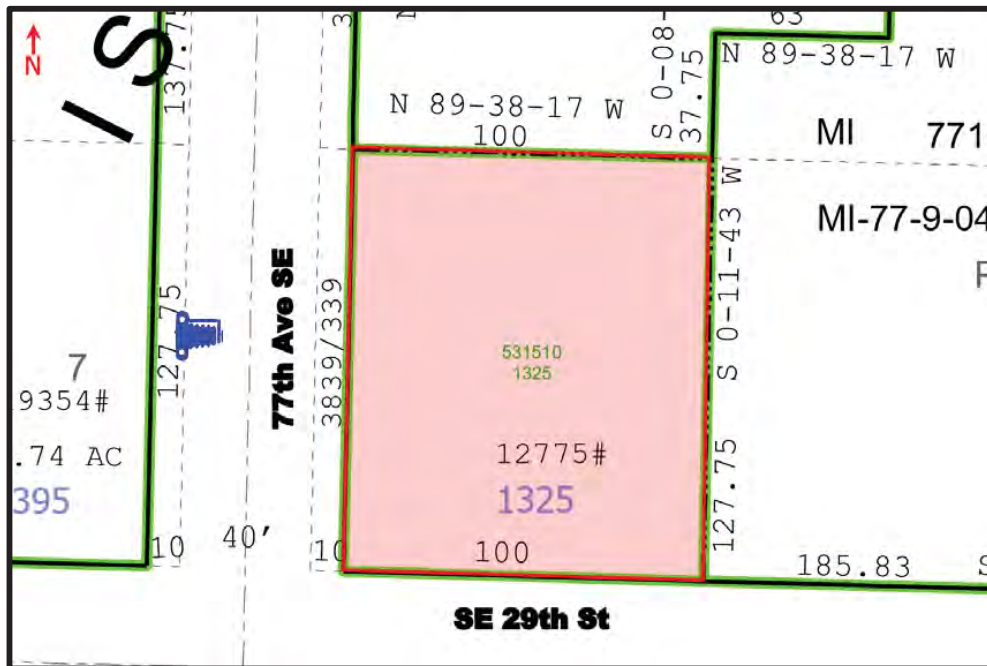
Item	Contribution Value	Market Unit
<b>Land:</b>		
12,775 sf	\$2,400,000	\$188 /sf Land
Comments:		
<b>Unit:</b>		
2,955 sf	\$0	\$0 /sf Bldg.
Comments:		
<b>Other (Site, etc.):</b>		
sf		/sf
Comments:		
<b>Total Price</b>	<b>\$2,400,000</b>	<b>\$812 /sf Bldg.</b>
Comments:		<b>\$188 /sf Land</b>

Prepared by: McKee Appraisal, Inc.

Sale Comparison Details

**Sale Sketch and Photo**

5



Taken by Ken Barnes on Apr. 03, 2018

Prepared by: McKee Appraisal, Inc.

## TASK ORDER



# AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF MERCER ISLAND, WASHINGTON  
9611 SE 36th Street, Mercer Island, WA 98040

---

***Title: Appraisal of Property or Property Segments Located at 7810 SE 27th Street, Mercer Island, Washington, Also Known as Parcel A2***

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THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) dated November 1, 2020 is effective on the date the Agreement is fully executed by the Parties. The Parties to this Agreement are the CITY OF MERCER ISLAND, a Washington municipal corporation (“City”) and McKee Appraisal, a Washington Corporation (“Consultant”).

## I. SERVICES BY CONSULTANT

Consultant shall perform the services described in the scope of work attached hereto as Exhibit “A”, (“Services”), in a manner consistent with the accepted practices for other similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his/her designee.

## II. PAYMENT

- A. City shall pay Consultant for the Services: (check one)
  - Hourly:** \$            per hour, plus actual expenses, but not more than a total of \$
  - Fixed Sum:** not to exceed \$5,700
  - Other:**            .
  
- B. Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
  
- C. All invoices shall be paid by mailing a City warrant within 45 days of receipt of a proper invoice.
  
- D. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representative for three (3) years after final payment. Copies shall be made available on request.
  
- E. If the Services do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such Services until the work meets the requirements of the Agreement.

### **III. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS**

- A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. Consultant shall comply with and perform the Services in compliance with all federal, state and local laws and ordinances, as now existing or hereafter adopted or amended.
- C. Violation of this Paragraph III shall be a material breach of this Agreement and may result in ineligibility for further work for the City.

### **IV. TERM AND TERMINATION OF AGREEMENT**

- A. This Agreement shall commence on the effective date of this Agreement and shall remain in effect until completion of the Services and final payment, but in any event, no later than June 1, 2021 (“Term”).
- B. This Agreement may be terminated immediately by the City with or without cause. The Consultant may terminate this Agreement upon thirty days written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation at the rate set forth in Paragraph II for any satisfactory work completed prior to the date of termination.

### **V. OWNERSHIP OF WORK PRODUCT**

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Consultant shall not be held liable for reuse of documents or modifications thereof by City or its representatives for any purpose other than the intent of this Agreement.

### **VI. GENERAL ADMINISTRATION AND MANAGEMENT**

The Sr. Project Manager of the City of Mercer Island, or his/her designee, shall be City’s representative and shall oversee and approve all Services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

### **VII. HOLD HARMLESS**

- A. Consultant shall protect, indemnify and save harmless the City, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from



the negligent acts, errors or omissions of Consultant, its officers, employees and agents in performing this Agreement. Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Consultant's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

- B. City shall protect, defend, indemnify and save harmless Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the sole negligent acts or omissions of City, its officers, employees or agents in performing this Agreement. City waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. City's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

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

### **VIII. INSURANCE**

- A. Consultant agrees to carry as a minimum, the following insurance, in such form and with such carriers who have a current A.M. Best rating of not less than A:VII or other industry rating which is satisfactory to the City:
- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
  - (2) Commercial general liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - (3) Automobile liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - (4) Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- B. The insurance policies for Commercial General Liability and Automobile Liability shall contain the following endorsements or provisions:

- (1) The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- (2) The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including without limitation the additional insured endorsement evidencing the insurance requirement of the Consultant before commencement of the Services. Consultant's failure to maintain such insurance policies as required shall constitute a material breach of this Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

#### **IX. SUBLETTING OR ASSIGNING CONTRACT**

Neither City nor Consultant shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other party.

#### **X. FUTURE SUPPORT**

City makes no commitment and assumes no obligations for the support of Consultant's activities except as set forth in this Agreement.

#### **XI. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an Independent Contractor and the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay, or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes as due.

#### **XII. NON-APPLICATION OF FUNDS**

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts after the end of the current fiscal periods, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

**XIII. 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. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. 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. In the event of a conflict between Exhibit A, Scope of Services, and this Agreement, this Agreement shall be controlling. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of November , 2020.

**CONSULTANT:**

**CITY:**

MCKEE APPRAISAL

**CITY OF MERCER ISLAND**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ken Barnes

Jessi Bon, City Manager

Title: Principal

9611 SE 36th Street  
Mercer Island, WA 98040

Tax ID No. 91-1505224

Staff name Gareth Reece  
Staff phone # 206-275-7710

Address:  
1200 Sixth Avenue, Suite 1805  
Seattle, WA 98101

Approved as to form:

Phone: 206-343-8909

By: \_\_\_\_\_

Bio Park, City Attorney

## ATTACHMENT A

Consultant will appraise the value of the property called A-2, which is to the north of City-owned parcel A-1, which is itself north of 7810 SE 27<sup>th</sup> St, Mercer Island, WA. This parcel is approximately 3,649sf of land owned by WSDOT.

The scope will include inspection of the subject and neighborhood and sale comparisons, comprehensive value analysis, and preparation and delivery of a narrative appraisal report. Consultant's work will conform to the Uniform Standards of Professional Appraisal Practice (USPAP). We will provide two different values: Standalone value and Across the Fence Value.

We can be available for support at our public hourly rates.

**Intended Users/Use**

The intended use of this appraisal is to set the value for a transfer from WSDOT to the City of Mercer Island. The intended users of the appraisal report are official representatives of the City of Mercer Island and their legal counsel. WSDOT will be an additional intended user.

**Cost**

\$5,700, including all costs

## ADDITIONAL CERTIFICATION, DISCLOSURE AND USE RESTRICTION

**Additional Certification, Disclosure and Use Restriction**

*I certify that, to the best of my knowledge and belief:*

- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Ken Barnes, MAI and Julian Rondello, MAI have completed the continuing education program for Designated members of the Appraisal Institute.

**RESTRICTION UPON DISCLOSURE & USE:**

Disclosure of the contents of this appraisal report is governed by the By-Laws & Regulations of the Appraisal Institute.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which (s)he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned. No part of this report or any of the conclusions may be included in any offering statement, memorandum, prospectus or registration without the prior written consent of the appraiser. This appraisal is intended for use only by the client identified in the Transmittal Letter, and may not be transmitted or communicated to any other party without the specific written permission of McKee Appraisal, Inc.



Ken Barnes, MAI, CRE  
WA State-Certified General Real Estate Appraiser (1100578)



Julian Rondello, MAI  
WA State-Certified General Real Estate Appraiser (1102535)

## APPRAISERS' EXPERIENCE AND QUALIFICATIONS

**McKEE APPRAISAL**  
REAL ESTATE APPRAISAL SERVICES & CONSULTANTS, INC.

1200 Sixth Avenue, Suite 1805, Seattle, Washington 98101

Telephone (206) 343-8909 Fax (206) 386-5777

**EXPERIENCE & QUALIFICATIONS**

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**KENNETH A. BARNES, MAI, CRE**

Mr. Barnes graduated from the University of Missouri – Columbia with a BS in Biochemistry in 1982. In 1988 Mr. Barnes received an MBA with a Finance concentration from the University of Chicago.

Mr. Barnes received the MAI (Member Appraisal Institute) designation in 1989. He also holds the CRE designation awarded by the Counselors of Real Estate. Mr. Barnes entered the real estate business in 1981, first as a principal acquiring and renovating small rental properties, and then as an appraiser in 1983 with Moore & Shryock in Columbia, Missouri. In 1984 Mr. Barnes moved to Chicago to join Real Estate Research Corporation. He joined Cushman & Wakefield in 1989 as a Senior Appraiser in Seattle. In 1990, Mr. Barnes was elected an officer of the company as a Director and Manager of the Seattle practice. In 1998 he left the company to travel and returned to CB Richard Ellis. After 18 months of corporate advisory work he joined first one, and then a second, startup in executive roles. Mr. Barnes returned to Cushman & Wakefield in 2001 as Director. Mr. Barnes joined McKee Appraisal as Principal in 2006.

Mr. Barnes has authored a number of articles in the Appraisal Journal and other real estate publications, and has been a guest speaker or panelist for real estate organizations including NAIOP, IREM and the Appraisal Institute.

Mr. Barnes is a Certified General Real Estate Appraiser (Washington State Certificate No. 1100578), and has completed the requirements of the continuing education program of the Appraisal Institute. In his appraisal experience, Mr. Barnes has appraised and analyzed a wide variety of commercial property types, and provided critical appraisal, consultation and litigation services to a diversified range of clients.



# McKEE APPRAISAL

REAL ESTATE SERVICES & CONSULTING, INC.

1200 Sixth Avenue, Suite 1805, Seattle, Washington 98101

Telephone (206) 343-8909 Fax (206) 386-5777

## EXPERIENCE & QUALIFICATIONS

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### **JULIAN P. RONDELLO, MAI**

Julian Rondello graduated from Western Washington University with a Bachelor of the Arts Degree in Economics and a minor in Business Administration. Prior to joining McKee Appraisal, he worked in both the non-profit and government sectors, including a position within the City of Portland Mayors Office. As lifelong Puget Sound resident, Mr. Rondello has lived in various municipalities throughout region.

Mr. Rondello joined McKee Appraisal in 2013 and received the MAI designation from the Appraisal Institute in 2020. He has significant experience appraising office, retail, industrial, medical, mixed-use, and special purpose properties throughout the Puget Sound Region. Situations analyzed included new and proposed construction, partially completed renovations, high-rise office towers, market rent arbitration and eminent domain appraisal involving partial acquisitions and valuation of both temporary and permanent easement rights. As part of his practice, he also has extensive experience in the valuation of complex income producing properties owned by institutional investors, providing analysis that is internally consistent over several years.

Mr. Rondello is a Certified General Real Estate Appraiser in Washington (License No. 1102535) and has satisfied the requirements of the continuing education program of the Appraisal Institute. Coursework includes Advanced Income Approach, Real Estate Finance Statistics and Valuation Modeling and Advanced Concepts & Case Studies. Mr. Rondello volunteers for the Seattle Chapter of the Appraisal Institute as a planning committee member and participant for the annual Fall Conference Chapter Meeting.



**Development Division**  
Real Estate Services Office  
PO Box 47338  
Olympia, WA 98504-7338  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 21, 2021

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

RE: I.C. #: 1-17-16166  
SR 90, Mercer Island: West Shore to East Channel Bridge Sec. 2, 76<sup>th</sup> Ave. Vic. to Shorewood Dr. Vic.

Dear Mr. Bon:

The property shown in red on the enclosed map has been declared surplus to the needs of the Department of Transportation and the City of Mercer Island has indicated that they wish to purchase the property for its fair market value of \$660,000.00.

The property will be conveyed subject to existing easements, reservations, restrictions, zoning ordinances, building and use restrictions, matters that would be disclosed by an accurate survey, and such other encumbrances as may be disclosed by an examination of the public records and/or an inspection of the premises. In addition, the property shall be conveyed "as is" with the express understanding that the property may have been used for highway purposes and there is a risk that highway debris may be buried beneath the surface of the property.

The following special considerations will also apply to this conveyance:

1. Grantee will waive and release the State from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff. Also, Grantee shall have no right of compensation for damages to the property being purchased as it relates to highway drainage and runoff.
2. Grantee agrees to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW.
3. Title will be conveyed by Quitclaim Deed.
4. The State will not furnish title insurance or a survey.
5. The purchaser is required to pay the document-recording fee and a \$10.00 Excise Affidavit processing fee.
6. Access to SR 90 will be prohibited.
7. The property is being conveyed without any direct access to a public road.
8. The property is adjacent to SR 90 and currently has no legally permitted approaches or driveways to said highway.

The enclosed Quitclaim Deed from the State of Washington is sent for your review and approval. Please have the deed signed on the lines provided on page 3; it is not necessary to have the signature acknowledged.

After the deed has been signed, please return it along with 3 checks as follows:

1. Check in the amount of \$660,000.00 made payable to the Washington State Department of Transportation for payment in full.
2. Check for recording fee in the amount of \$206.50 made payable to the King County Recorder.
3. Check for the Excise Affidavit processing fee in the amount of \$10.00 payable to the King County Treasurer.

We will then have the instrument executed and recorded. It will be returned to you after recording and processing. Please contact me if you have any questions regarding this matter.

Sincerely,

*Robin Curl*

Robin Curl  
Senior Property Management Agent  
(360) 705-6968  
[curlr@wsdot.wa.gov](mailto:curlr@wsdot.wa.gov)

**ACCESS APPROACH SCHEDULE**

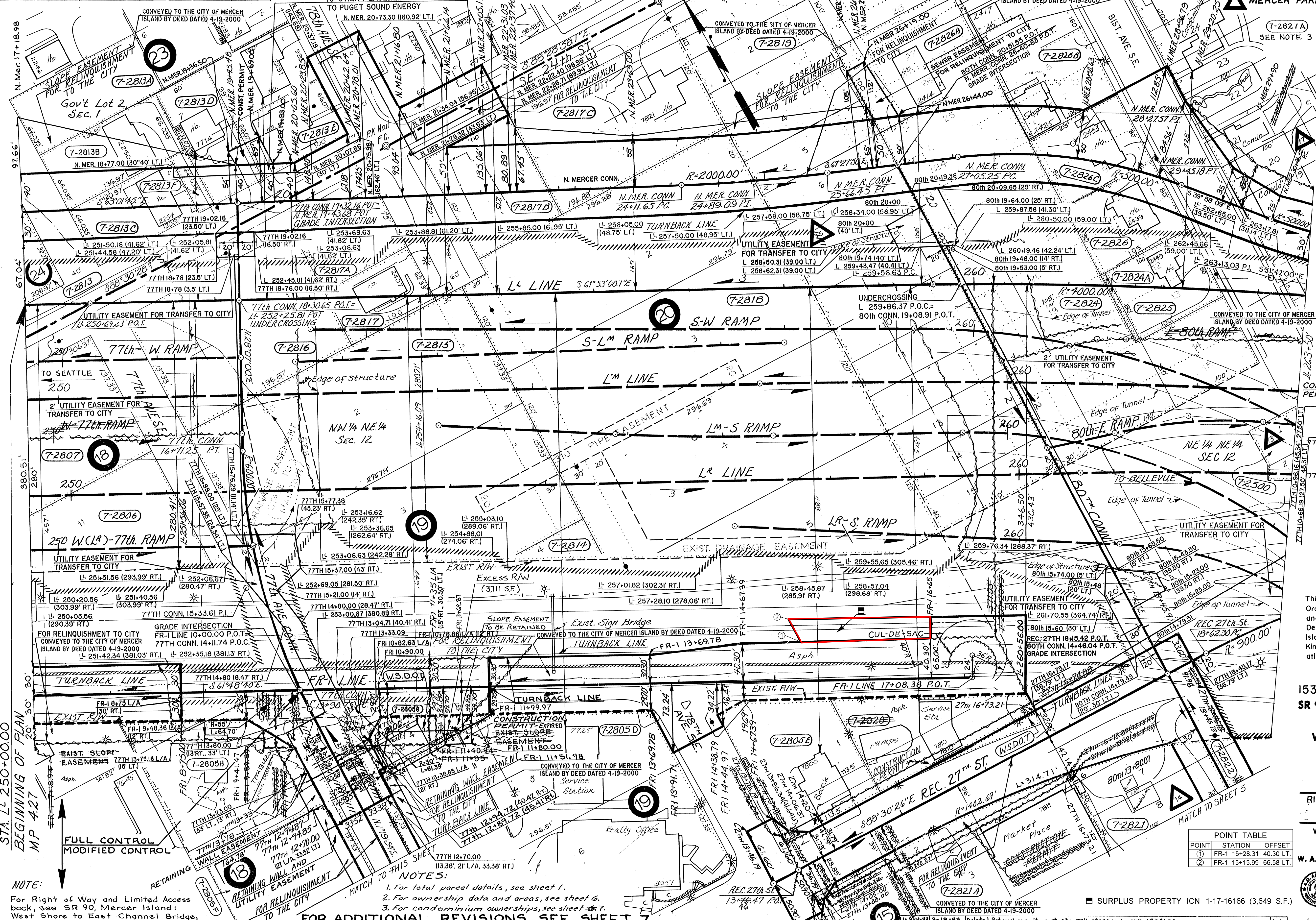
SPECIFIED USER	STATION ON ROADWAY	TYPE
PARCEL 7-2805-B Shell Oil Co.	77th Ave. Conn. 13+25 Lt.	D*

**CITY OF MERCER ISLAND**

**T.24N R.4E W.M.**

**McGILVRAS ISLAND ADD.**  
**MERCER PARK ADD.**

REGION NO.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.
10	WASH.	1-90-14110-1-20-1(13) 3	



**LEGEND**

WASHINGTON STATE DEPT. OF TRANSPORTATION ACCESS TO BE PROHIBITED SHOWN THIS PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES  
EXISTING RETAINING WALLS  
COORDINATED MONUMENTS

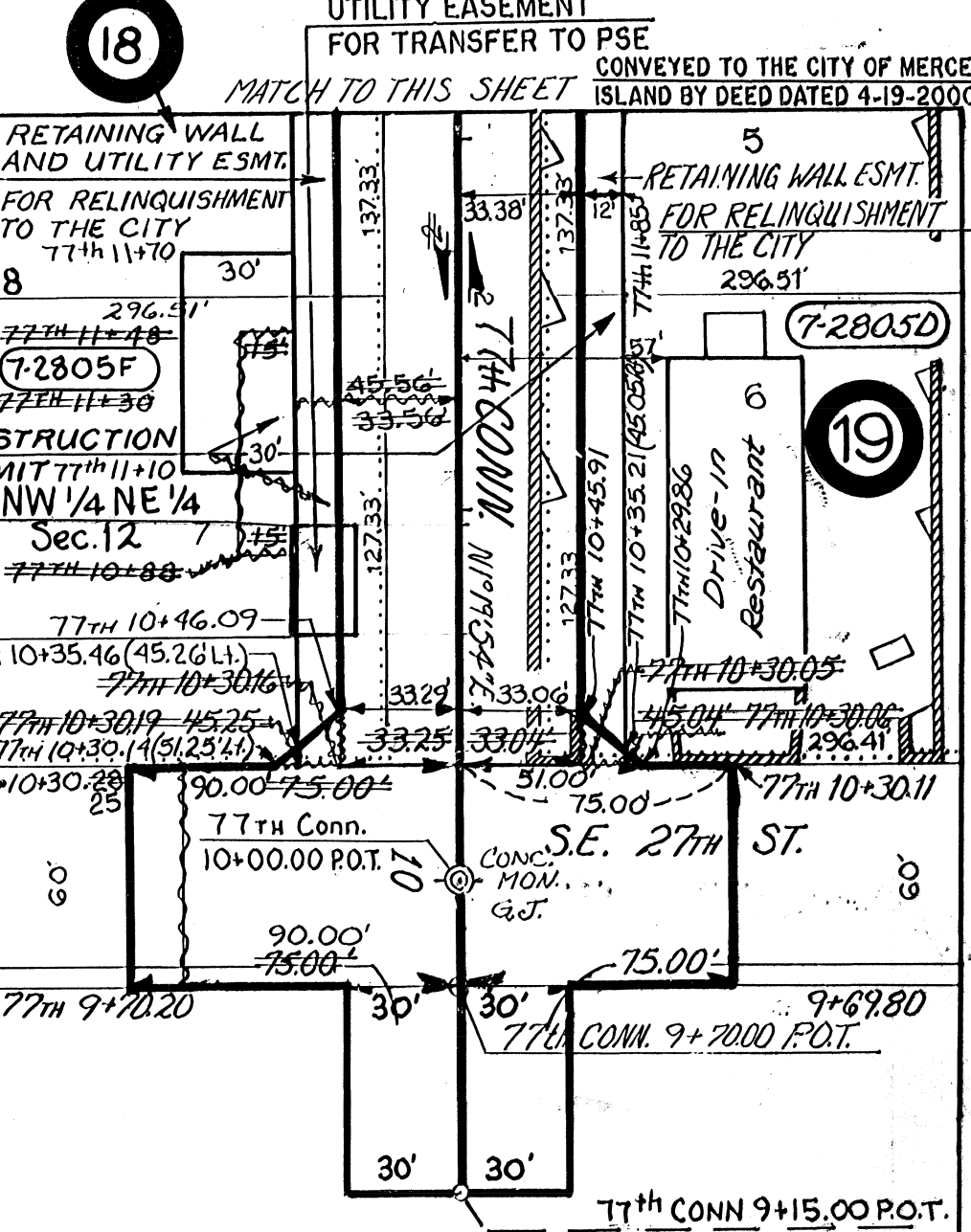
SCALE IN FEET

50' 0 50' 100'

**ACCESS NOTES:**  
Non-motorized traffic will be permitted to cross the limited access control line on pedestrian and bicycle trails as provided.

Type D approach is an off and on approach in legal manner not to exceed 50 feet in width for use necessary to the normal operation of a commercial establishment. It may be specified at a point satisfactory to the state at or between designated highway stations

\* This approach shall not exceed 30 feet in width, and shall be limited to right turn ingress and egress only.



This plan conforms to the access provisions in the Findings and Order issued by the Highway Commission on August 31, 1973, and as modified by the Memorandum Agreement approved December 21, 1976, between the cities of Seattle, Mercer Island and Bellevue; the Municipality of Metropolitan Seattle; King County and the Washington State Department of Transportation.

15312  
SR 90

MP 4.27 TO MP 4.94

**MERCER ISLAND:**  
**WEST SHORE TO EAST CHANNEL BRIDGE**  
**SEC. 2, 76TH AVE. VIC. TO**  
**SHOREWOOD DR. VIC.**

**KING COUNTY**

RIGHT OF WAY AND LIMITED ACCESS PLAN.  
FULL CONTROL  
STA. L-250+00 TO STA. L-263+50

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON

W. A. BULLEY SECRETARY

DESIGN ENGINEER DATE Feb. 1, 1980

SHEET 2 OF 7 SHEETS

Designated For Limited Access Control By Comm. Res. No. 93, July 23, 1953

**NOTE:**  
For Right of Way and Limited Access back, see SR 90, Mercer Island: West Shore to East Channel Bridge, Sec. 1, W. Shore to 76th Ave. Vic., dated Jan. 11, 1980.

**NOTES:**  
1. For total parcel details, see sheet 1.  
2. For ownership data and areas, see sheet 6.  
3. For condominium ownerships, see sheet 5.

**FOR ADDITIONAL REVISIONS SEE SHEET 7.**

LETTER	DATE	DESCRIPTION	BY
Letter 1-14-85	1-21-85	Added X-REF. NOTE FOR PAR LOT ONLY VIC. N. MERCER CONN. 24+00.	DRG
Letter 1-14-85	1-21-85	Added Parcel 7-2824A, Rev. Parcel 7-2824 boundary	RLA
Letter 7-6-84	7-16-84	Revised Ret. Wall Easement on RL Sta. 77th 13+00 to Fri 10+82.63, RW on RL Sta. 80th 13+00 to 27th 18+45.73	RIS
Letter 3-30-84	4-23-84	Revised Retaining Wall Easement on RL 77th 13+18 to FR 9+73.00, topog parcel 7-2805B	RLC
		SUBSEQUENT APPROVAL	BY

**POINT TABLE**

POINT	STATION	OFFSET
①	FR-1 15+28.31	40.30' LT.
②	FR-1 15+15.99	66.58' LT.



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5984**  
**December 7, 2021**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5984: Ordinance No. 21C-25, updating interim development regulations to allow more outdoor seating for eating and drinking establishments, adopting a work plan, and setting a Public Hearing date.	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
<b>RECOMMENDED ACTION:</b>	Adopt Ordinance No. 21C-25 providing temporary measures to allow more outdoor seating for eating and drinking establishments	<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Community Planning and Development	
<b>STAFF:</b>	Jeff Thomas, Interim Director Sarah Bluvas, Economic Development Coordinator	
<b>COUNCIL LIAISON:</b>	Jake Jacobson	Craig Reynolds
<b>EXHIBITS:</b>	1. Ordinance No. 21C-25	
<b>CITY COUNCIL PRIORITY:</b>	3. Implement an economic development program.	

### SUMMARY

[Ordinance No. 21C-16](#) was adopted on July 6, 2021, to update the interim development regulations to allow more outdoor seating for eating and drinking establishments. The City Council held the required Public Hearing on August 31, 2021, and also directed staff to return with a work plan for identifying a more long-term solution for enabling outdoor dining. Tonight, staff seek adoption of Ordinance No. 21C-25 (Exhibit 1), which permits outdoor seating for one year, establishes a work plan for identifying a long-term solution, and sets a Public Hearing date of January 18, 2022, as required by statute for interim zoning and official controls.

### BACKGROUND

Ordinances [20C-17](#), [21C-03](#), and [21C-16](#) allowed existing eating and drinking establishments impacted by indoor dining restrictions from the COVID-19 pandemic to temporarily use public Right-of-Way (ROW) and private parking spaces to expand their outdoor footprint. These ordinances were adopted in response to the negative impacts cause by the COVID-19 pandemic and ongoing public reluctance to dine indoors. One local establishment is currently permitted to use ROW to create outdoor seating, and at least three other businesses worked with their property managers to develop other outdoor seating alternatives under these provisions.

Following the adoption of Ordinance No. 21C-16, the City Council requested that staff return with a long-term solution for supporting outdoor dining needs. The current program is enabled by an interim amendment to [MICC 19.06.050](#) and a temporary waiver of parking requirements for eating and drinking establishments. Implementing a long-term solution will require permanent code amendments. Following the Public Hearing on August 31, staff recommended delaying any permanent code changes until the City had engaged the consultant for the forthcoming Town Center Parking Study, which will include a code audit and exploration of

opportunities for ROW and private parking activations, including the potential long-term use of ROW for outdoor dining ([AB 5930](#)).

The City is authorized under RCW 35A.63.220 and 36.70A.390 to pass an interim zoning and official control ordinance for up to one year if a work plan is developed for related studies providing such a longer period. Therefore, tonight staff recommend the adoption of Ordinance No. 21C-25, which will continue the current interim regulations enabling more outdoor dining for one year and establishes a work plan for reaching a long-term solution by the end of 2022. Finally, because the effective period of the interim zoning and official controls precludes a second reading, the Council is requested to adopt Ordinance No. 21C-25 at first reading pursuant to Council Rules of Procedure 6.3(C).

#### **NEXT STEPS**

Upon adoption of this Ordinance, staff will alert the current permit-holder of the renewal process as well as continue marketing the outdoor seating opportunities through the City's business outreach channels. In addition to the commerce on public property permit, businesses will also be required to provide a certificate of insurance and indemnification (hold harmless).

### **RECOMMENDATION**

Adopt Interim Ordinance No. 21C-25 updating interim regulations to allow more outdoor seating for eating and drinking establishments, establishing a work plan, and setting a Public Hearing date of January 18, 2022.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 21C-25**

**AN INTERIM ORDINANCE OF THE CITY OF MERCER ISLAND,  
WASHINGTON, PROVIDING TEMPORARY MEASURES TO ALLOW MORE  
OUTDOOR SEATING FOR EATING AND DRINKING ESTABLISHMENTS;  
SETTING A PUBLIC HEARING; ADOPTING A WORK PLAN; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, a state of emergency has been declared by the federal, state, county, and municipal governments, including the City of Mercer Island, in response to the COVID-19 pandemic; and

**WHEREAS**, since February 29, 2020, Governor Jay Inslee has issued several proclamations, including Emergency Proclamation 20-25 (“Stay Home, Stay Healthy order”), placing numerous restrictions on individuals and businesses in response to the state-wide threat of the spread of the COVID-19 virus; and

**WHEREAS**, Governor Inslee has issued multiple subsequent amendments to Emergency Proclamation 20-25 and developed a phased reopening approach, as currently directed in Emergency Proclamation 20-25.12 (“Healthy Washington – Roadmap to Recovery”), a phased reopening plan in effective since January 11, 2021, for resuming recreational, social, and business activities; and

**WHEREAS**, outdoor restaurant seating has been determined to be safer and less likely to lead to the spread of COVID-19 than indoor restaurant seating, which has been significantly restricted; and

**WHEREAS**, the City Council wishes to promote local economic recovery by encouraging business activity in Mercer Island consistent with the Healthy Washington – Roadmap to Recovery requirements and to make eating and drinking establishments safer to operate by leveraging available private and public space to be used as additional outdoor areas for eating and drinking while maintaining social distancing requirements; and

**WHEREAS**, it is necessary and appropriate during the state of local emergency to utilize an interim ordinance, which is intended to be only temporary until public health and economic conditions improve, to facilitate and encourage outdoor seating areas to make eating and drinking establishments safer to operate and to promote needed economic and business recovery in the City; and

**WHEREAS**, the City Council finds that public reluctance to dine indoors because of COVID-19 continues to impact eating and drinking establishments, which may cause said establishments in Mercer Island to close and to go out-of-business; and

**WHEREAS**, the lack of local eating and drinking establishments would result in harm to public health, safety, property, and welfare in Mercer Island during and following the current state of emergency; and

**WHEREAS**, the City Council believes making the interim regulations permanent will continue to support economic recovery and vitality in the Town Center and other business districts; and

**WHEREAS**, the City is authorized under RCW 35A.63.220 and 36.70A.390 to pass an interim zoning and official control ordinance for up to one year if a work plan is developed for related studies providing for such a longer period; and

**WHEREAS**, City Staff have developed a work plan for related studies related to repurposing public parking for non-parking uses and such work plan is attached to this Ordinance as Exhibit A; and

**WHEREAS**, consistent with the provisions of RCW 35A.63.220 and RCW 36.70A.390, it is appropriate for the City Council to hold a public hearing and adopt additional findings of fact, if necessary, supporting and justifying the interim zoning and official control ordinance within at least sixty days of its passage;

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

**Section 1. Whereas Clauses Adopted.** The “Whereas Clauses” set forth in the recital of this Ordinance are hereby adopted as the preliminary findings and conclusions of the City Council for passing this Ordinance.

**Section 2. Code Amended.** Subsections (D)(4) and (E) of MICC 19.06.050 are amended as follows for the duration of this Ordinance:

D. 4. The design for any non-temporary improvements is consistent with the design requirements for the Town Center plan.

E. A permit to operate a private business on public property shall be reviewed and approved by the design commission; provided, that occasional, temporary business operations involving temporary structures and/or temporary right-of-way obstructions may be approved by the code official ~~or referred to the design commission at the code official’s discretion.~~ Permit applications from one or a group of existing eating and drinking establishments at Mercer Island to temporarily operate private business on public property during the effective period set forth in Section 6 of Ordinance No. 21C-25 a declared Covid-19 emergency by the City of Mercer Island shall be considered to be temporary, and they may be approved by the code official without review or approval by the design commission.

**Section 3. Authorization to Use Private Parking Areas for Outdoor Dining.** Subject to the provisions of this Ordinance, the City grants temporary permission for existing eating and drinking establishments at Mercer Island to temporarily utilize private parking areas for outdoor dining use, provided the private parking area is immediately adjacent to the eating and drinking establishment, and the following conditions are met:

A. ~~Such outdoor dining use shall be permitted only during a declared Covid-19 emergency declared by the City of Mercer Island.~~



B. An eating and drinking establishment may only operate in a private parking area only while this Ordinance remains in effect.

C. Use of any portion or percentage of private off-street parking areas for outdoor dining use shall require the landlord's / property owner's approval. Nothing in this Ordinance compels a landlord / property owner to permit a tenant to expand its business to the exterior.

D. This Ordinance authorizes only temporary use of private areas otherwise restricted for parking purposes. Nothing in this Ordinance authorizes permanent improvements or interior expansions.

**Section 4. Minimum Parking Regulations Waived.** In order to effectuate the purpose of Section 3 above, but only to the extent necessary to so effectuate and under the terms and conditions set forth in this Ordinance, minimum parking regulations normally applicable to eating and drinking establishments are waived to enable such uses to serve patrons in adjoining parking spaces for the duration of this Ordinance.

**Section 5. Public Hearing.** Pursuant to RCW 35A.63.220 and RCW 36.70A.390, a public hearing shall occur within 60 days of this Ordinance passage on January 18, 2022, in order to hear and consider the comments and testimony of those wishing to speak at such public hearing regarding the interim zoning and official controls approved by this Ordinance, and to consider adopting further findings of fact, if necessary.

**Section 6. Effective Period of Interim Zoning and Official Controls.** The interim zoning and official controls approved by this Ordinance shall become effective on January 7, 2022, but no sooner than the effective date of this Ordinance, and shall continue in effect for a period of one year, unless repealed, extended or modified by the City Council after subsequent public hearing(s), entry of appropriate findings of fact, and/or development of a work plan for related studies pursuant to RCW 35A.63.220 and RCW 36.70A.390.

**Section 7: Adoption of Work Plan.** The work plan attached to this Ordinance as Exhibit A is hereby adopted.

**Section 8. Severability.** If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property, or circumstance, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this Ordinance or its application to any other person, property or circumstance.

**Section 9. Publication and Effective Date.** A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force five days after the date of publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON DECEMBER 7, 2021.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

Approved as to Form:

ATTEST:

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

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

Date of Publication: \_\_\_\_\_

### Exhibit A

#### Commerce on Public Property Permanent Regulations Work Plan

<ol style="list-style-type: none"> <li>1. Evaluate relevance in Town Center Parking Study process               <ol style="list-style-type: none"> <li>a. Review code amendment needs with parking study consultant and determine whether study-related analysis is recommended before moving forward with specific code work</li> </ol> </li> <li>2. If deemed able to move forward with code work, complete technical analysis and staff recommendation               <ol style="list-style-type: none"> <li>a. Review peer city approaches</li> <li>b. Analyze existing code criteria and requirements for commerce on public property and parking</li> <li>c. Prepare staff recommendations and begin drafting a code amendment based on the above information</li> <li>d. Prepare a SEPA checklist and determination on the proposed code amendment; notify state agencies and tribes</li> </ol> </li> </ol>	Q4 2021-Q2 2022
<ol style="list-style-type: none"> <li>3. Planning Commission review and recommendation on a draft code amendment               <ol style="list-style-type: none"> <li>a. Public outreach, including public hearing</li> <li>b. Approximately 3 points of review by the commission – study session, public hearing, and recommendation</li> </ol> </li> </ol>	Q3 2022
<ol style="list-style-type: none"> <li>4. City Council review and approval of code amendment               <ol style="list-style-type: none"> <li>a. First and second reading of the ordinance</li> </ol> </li> </ol>	Q4 2022



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5992**  
**December 7, 2021**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5992: 2021-2022 Mid-Biennial Budget Amendments and Utility Rate Resolutions	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Adopt Ordinance No. 21-31 to amend the 2021-2022 biennial budget and adopt Resolution No. 1606, 1607, 1608, and 1609 to update the water, sewer, storm water and emergency medical service utility tax rates for FY 2022.	

<b>DEPARTMENT:</b>	Finance
<b>STAFF:</b>	Matthew Mornick, Finance Director
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	<ol style="list-style-type: none"> <li>1. Budget Amending Ordinance No. 21-31</li> <li>2. Resolution 1606 – 2022 Water Utility Rate</li> <li>3. Resolution 1607 – 2022 Sewer Utility Rate</li> <li>4. Resolution 1608 – 2022 Storm Water Utility Rate</li> <li>5. Resolution 1609 – 2022 Emergency Medical Utility Tax Rate</li> </ol>
<b>CITY COUNCIL PRIORITY:</b>	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.

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

### SUMMARY

The agenda bill outlines changes to the 2021-2022 biennial budget resulting from the feedback received during the mid-biennial budget review. It also presents the proposed utility rate increases for water, sewer, storm water, and emergency medical services for FY 2022. All proposed utility rate changes were unanimously approved by the Utility Board on November 17, 2021.

#### BACKGROUND

Per State law, the City Council is required to conduct a mid-biennial review of the City’s adopted budget before the end of the first year of the fiscal biennium (RCW 35.34.130). The mid-biennial budget process commenced on October 19, 2021 (see [AB 5961](#)), when staff presented background on the City’s ARPA funds, parameters for eligible uses of said funds, and an overview of capital projects for accelerated work. The City Council directed staff to work towards accelerating capital projects and using ARPA funds to stabilize YFS services during the current biennium.

On November 1, 2021, staff presented the revenue forecast (see [AB 5953](#)) and provided an overview of potential amendments to the 2021-2022 biennial budget (see [AB 5954](#)) to provide the resources necessary to continue the restoration of City services for the Recreation Division and the Mercer Island Thrift Shop. The City Council provided direction to staff, refined which items to include in the FY 2022 budget amendment, and requested the Thrift Shop Division's proposal be updated to include a management position.

On November 16, 2021, Council received the third quarter Financial Status Update and adopted the Property Tax Levy ordinance for FY 2022 (see [AB 5975](#)). The City Council sunset the YFS Endowment fund, adopted the Northeast King County Regional Public Safety Communication Agency's (NORCOM) 2022 budget allocation, and adopted a resolution to reaffirm the recovery of reasonable and necessary costs from at-fault parties when motor vehicle accidents or hazardous material spills occur on Mercer Island. The City Council also provided direction to include a limited-term analyst position in the City Manager's office as part of the mid-biennial budget amendment process on December 7, 2021.

## 2021-2022 BUDGET AMENDING ORDINANCE

The requested budget adjustments to the 2021-2022 adopted biennial budget are summarized in the budget amending ordinance (see Exhibit 1). Key components are discussed below.

### Mercer Island Thrift Shop

On November 1, 2021, the City Council directed staff to include a management position in the Thrift Shop budget proposal for FY 2022. The new full-time manager position will oversee all Thrift Shop operations and provide the leadership necessary to stabilize operations and return to a baseline level of service delivery by FY 2023. The position will also recommend a long-term staffing strategy within six-months of their hire date for consideration as part of the 2023-2024 biennial budget.

The total mid-biennial budget amendment increases the expenditure budget from \$1.07 M to \$1.24 M. The fully burdened cost for the new management position is \$168,300, increasing total full-time and limited-term equivalent positions within the Thrift Shop from 12.40 to 13.40.

The new manager position may also be tasked with continuing work on strategic opportunities to scale-up operations at the Thrift Shop including potential modifications to the existing facility to expand retail space and the potential to permanently relocate donation processing. These items and other strategic initiatives are recommended for discussion in 2022 as part of the City Council's Annual Planning Session.

### Recreation Division & ARPA Funds

On November 1, 2021, the City Council directed staff to use ARPA funds on qualified expenditures associated with the Recreation Reset Strategy, as outlined during the July 6, 2021 City Council meeting (see [AB 5908](#)). Rehiring public sector staff is a qualified use of ARPA Funds and is part of the work inherent in the mid-biennial budget proposal presented to the City Council November 1.

Staff evaluated the Recreation Division's FY 2022 proposed expenditure budget. Of the \$1.83 M proposed expenditure budget for 2022, \$416,000 is tied to payroll expenses (salary and benefit expenditures) for new staff positions that will be implementing the Recreation Reset Strategy between January 1 through August 1, 2022.

After August 1, staff anticipate the majority of the Reset Strategy will be complete, and the Recreation division will transition to delivering ongoing services based on the new level of service standards outlined

within the Recreation Reset Strategy. This meets the U.S. Treasury Department's requirements for eligible uses of ARPA funds and section four of the City's Financial Management Policies, that one-time revenues be used on one-time expenditures.

## 2022 UTILITY RATE RESOLUTIONS

The 2021 adopted and 2022 proposed bi-monthly utility rates for water, sewer, storm water, and EMS services are broken down in the table below for a typical single-family residential customer. The 2022 proposed rates were reviewed and unanimously recommended by the Utility Board November 17, 2021.

Utility Rate Component	Bi-monthly Charge		\$ Change		% Change	
	2021 Adopted	2022 Proposed	2021	2022	2021	2022
	Water Meter	38.82	40.85	\$1.93	\$2.03	5.2%
Water Usage (16 ccf)	92.84	97.73	\$4.64	\$4.88	5.3%	5.3%
Sewer Line Maint (11 ccf)	93.84	97.63	\$3.58	\$3.79	4.0%	4.0%
KC Sewage Treatment	94.74	98.54	\$4.08	\$3.80	4.5%	4.0%
Storm Water	37.74	39.81	\$1.97	\$2.07	5.5%	5.5%
EMS	9.73	9.95	\$0.17	\$0.22	1.8%	2.3%
<b>Bi-Monthly Bill</b>	<b>\$ 367.71</b>	<b>\$ 384.51</b>	<b>\$ 16.37</b>	<b>\$ 16.80</b>	<b>4.7%</b>	<b>4.6%</b>

The total utility rate increase in 2022 is 4.6% percent, or \$16.80 every two months, as budgeted in the 2021-2022 adopted biennial budget. Resolution No. 1606-1609 (See Exhibits 2-5), set the water, sewer, storm water, and EMS rates beginning January 1, 2022.

## RECOMMENDATION

- 1) Adopt Ordinance No. 21-31, which encompasses amendments to the City of Mercer Island's 2021-2022 biennial budget.
- 2) Approve the following utility rates:
  - a. Approve Resolution No. 1606, which establishes classifications of water users and a schedule of charges for water usage, a schedule of rates for fire service, a schedule of special service charges, meter and service installation charges, and connection charges effective January 1, 2022, and thereafter.
  - b. Approve Resolution No. 1607, which establishes rates and connection charges for sewerage disposal services provided by the City of Mercer Island effective January 1, 2022, and thereafter.
  - c. Approve Resolution No. 1608, which establishes the bi-monthly service charge for storm and surface water services provided by the City of Mercer Island effective January 1, 2022, and thereafter.
  - d. Approve Resolution No. 1609, which establishes the bi-monthly utility fee for the emergency medical and ambulance services supplied by the City of Mercer Island effective January 1, 2022, and thereafter.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 21-31**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,  
INCORPORATING CERTAIN BUDGET REVISIONS TO THE 2021-2022  
BIENNIAL BUDGET AND AMENDING ORDINANCE NO 20-29, 21-07, 21-11, 21-  
15 AND 21-20**

**(BUDGET AMENDMENT NO. 5)**

WHEREAS, the City Council adopted the 2021-2022 Budget by Ordinance No. 20-29 on December 1, 2020, representing the total for the biennium of estimated resources and expenditures for each of the separate funds of the City; and

WHEREAS, budget adjustments are needed that have been previously approved by the City Council, as noted in the following table;

Fund	Department	Description	Agenda Bill	Budget Year	Expenditure Adjustment	Revenue Adj / Funding Source
General	City Council	Professional services - climate action plan	AB5965	2022	\$ 125,000	2020 Year End Surplus (Unappropriated Fund Balance)
	City Council	2022 annual support for Mercer Island Chamber of Commerce	AB5954	2022	\$ 14,400	
	City Manager	Analyst 1.0 LTE	AB5975	2022	\$ 110,800	
	Community, Planning & Development	Professional services - comprehensive plan update	AB5954	2022	\$ 150,000	
	Fire	Public education - CPR classes	AB5954	2022	\$ 3,125	
	Non-Departmental	COLA - Impact of CPI increase being higher than budget estimate	AB5954	2022	\$ 200,000	
	Non-Departmental	Professional services - bond counsel	AB5954	2022	\$ 60,000	
	Non-Departmental	Community event series for diversity, equity, and inclusion.	AB5956	2022	\$ 60,000	
	Police	Outreach services for individuals experiencing homelessness	AB5944	2022	\$ 20,000	
	Community, Planning & Development	ARCH administrative fee 2022 increase	AB5978	2022	\$ 3,536	General Fund Revenues
	Public Works	Luther Burbank Admin building repair and maintenance costs	AB5954	2022	\$ 16,200	
	Recreation	2022 Summer Celebration event	AB5954	2022	\$ 110,500	General Fund / Sponsorships
	Recreation	MICEC & Recreation programs	AB5954	2022	\$ 993,439	General, Recreation, & Facility Rental Revenues

Fund	Department	Description	Agenda Bill	Budget Year	Expenditure Adjustment	Revenue Adj / Funding Source
ARPA	Non-Departmental	PPE supplies for pandemic response	AB5954	2022	\$ 25,000	ARPA Funds
	Non-Departmental	City Hall safety upgrades - Phase 1	AB5954	2022	\$ 250,000	
	Non-Departmental	Legal services specific to pandemic response.	AB5961	2021	\$ 40,000	
				2022	\$ 40,000	
	Non-Departmental	Senior Management Analyst - Administration of ARPA Grant program.	AB5961	2021	\$ 33,500	
				2022	\$ 68,000	
Recreation	Staffing to restart recreation programs	AB5954	2022	\$ 416,000		
Youth & Family Services	Transfer to YFS Fund - Pandemic response to address social, emotional, and mental health needs.	AB5961	2021	\$ 118,000		
			2022	\$ 872,000		
Youth & Family Services	Thrift Shop	Staffing & supplies to increase operations at Thrift Shop	AB5954	2021	\$ 263,328	Thrift Shop Revenue
				2022	\$ 980,276	
Firefighter Pension Fund	Non-Departmental	COLA - Impact of CPI increase being higher than budget estimate	AB5954	2022	\$ 15,000	Unappropriated Fund Balance
Computer Replacement Fund	Non-Departmental	Increased bandwidth capability to maintain hybrid work	AB5954	2022	\$ 9,700	Unappropriated Fund Balance (IT Rates)
	Non-Departmental	Annual maintenance fee for QAlert software	AB5954	2022	\$ 12,000	

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

**Section 1. Amending the 2021-2022 Budget**

The 2021-2022 Budget for the City of Mercer Island, as adopted in Ordinance No. 20-29 and amended by Ordinance No 21-07, 21-11, 21-15 and 21-20 is hereby amended to incorporate increases in resources and expenditures in the following funds for the 2021-2022 biennium:

Fund	Fund Name	Resources	Expenditures
001	General Fund	\$ 1,867,000	\$ 1,867,000
160	Youth & Family Services	\$ 1,243,604	\$ 1,243,604
170	ARPA Administration Fund	\$ 1,862,500	\$ 1,862,500
520	Computer Replacement Fund	\$ 21,700	\$ 21,700
606	Firefighters Pension Fund	\$ 15,000	\$ 15,000
<b>Total</b>		<b>\$ 5,009,804</b>	<b>\$ 5,009,804</b>



**Section 2. Amending Previously Adopted Budget Ordinances**

City Ordinance 20-29, 21-07, 21-11, 21-15 and 21-20, as previously adopted and as hereby amended, is hereby ratified, confirmed, and continued in full force and effect.

**Section 3. Effective Date**

This Ordinance shall take effect and be in force 5 days after passage and publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 7th DAY OF DECEMBER 2021.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Date of Publication: \_\_\_\_\_

**CITY OF MERCER ISLAND  
RESOLUTION NO. 1606**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON PROVIDING FOR CLASSIFICATIONS OF WATER USERS; SETTING A BI-MONTHLY SCHEDULE OF RATES AND CHARGES FOR WATER USAGE AND FIRE SERVICE; AND SETTING A SCHEDULE OF SPECIAL SERVICE CHARGES, METER INSTALLATION CHARGES, AND CONNECTION CHARGES EFFECTIVE JANUARY 1, 2022 AND THEREAFTER.**

WHEREAS, the City of Mercer Island provides water service to customers; and

WHEREAS, the City of Mercer Island is authorized to set rates and charges for the Utility under Chapter 15.12 of the Mercer Island City Code;

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

**Section 1. Classifications of Water Users Effective January 1, 2022**

The following classifications of users are hereby adopted by the City for the City water system effective January 1, 2022, and thereafter.

- A. Single Family.** "Single Family" shall mean a residential structure or dwelling as defined in the City of Mercer Island Zoning Code, capable of being conveyed by separate title, served by a single domestic water meter. Provided, that where prior to December 1, 1980, more than one single family dwelling was served through a single common water meter, such service shall be allowed to continue under the "Single Family" classification until such time as the property or properties are subdivided into separate parcels, or when a higher demand for water service, as determined by the City, is required by a change in use or zoning.
- B. Low Income.** "Low Income" shall mean a person who shows satisfactory proof that he or she is living in a single family residence, and has a maximum annual income of not more than seventy percent (70%) of the Washington State median income as applicable for the number of individuals in the household as computed annually by the State or City. Applicants shall provide such data as to verify eligibility, upon forms provided by and in the manner determined by the City of Mercer Island.
- C. Multi-Family.** "Multi-Family" shall mean a residential structure or facility designed and/or used to house two or more families living independently of each other, including but not limited to, duplexes, triplexes, apartment buildings and condominiums, but shall not include hotels and motels.
- D. Commercial.** "Commercial" shall mean a structure or facility designed and/or used to conduct business and commerce, including but not limited to, motels, hotels, professional, private schools, industrial, churches and all other commercial/business users.
- E. Public.** "Public" shall mean structures and facilities used by governmental entities including the state, county, City of Mercer Island and other municipal corporations of the state and public schools of the Mercer Island School District.

F. **Irrigation.** "Irrigation" shall mean all meters used for the purpose of watering shrubbery, lawns, flower beds, gardens, ornamentals and the like.

**Section 2. Schedule of Rates and Charges for Water Usage and Fire Service Effective January 1, 2022**

A. **Rates.** The bi-monthly rates for metered water supplied by the City of Mercer Island for each one hundred (100) cubic feet of water consumed are set forth below:

<b>Residential Bimonthly Water Rates</b>					
	<b>Fixed Charge</b>	<b>Volume Charge</b>			
<b>Class</b>	<b>Per Meter Equivalent*</b>	<b>Block 1 (0-10 ccf)</b>	<b>Block 2 (11-20 ccf)</b>	<b>Block 3 (21-30 ccf)</b>	<b>Block 4 (31+ ccf)</b>
Single Family Residential	\$40.85	\$4.85	\$8.20	\$9.85	\$13.25
Low-Income Residential	\$40.85	\$1.21	\$2.05	\$2.46	\$3.31
Conservation Surcharge**				\$0.10	\$0.30
	<b>Fixed Charge</b>	<b>Volume Charge</b>			
<b>Class</b>	<b>Per Meter Equivalent*</b>	<b>All Use (0-99+ ccf)</b>			
Multi-Family Residential	\$40.85	\$7.19			

\* Meter Equivalentents are summarized in a following table. The total meter equivalent charge is based on the meter size and is calculated by multiplying the meter equivalentents by the per meter equivalent rate.

\*\* A surcharge of \$0.10 per ccf for single family residential bimonthly usage between and including 21 and 30 ccf, and \$0.30 per ccf for bimonthly usage in excess of 30 ccf, shall be included in the rates as an incentive to conserve and may be used to fund conservation education. This surcharge shall apply on consumption of water from June 1 through September 30.

<b>Non-Residential Bimonthly Water Rates</b>			
	<b>Fixed Charge</b>	<b>Volume Charge</b>	
<b>Class</b>	<b>Per Meter Equivalent*</b>	<b>Winter** (All Usage)</b>	<b>Summer** (All Usage)</b>
Commercial/Public	\$ 40.85	\$ 4.46	\$ 11.09
Irrigation	\$ 40.85	\$ 6.68	\$ 14.04

\* Meter Equivalentents are summarized in a following table. The total meter equivalent charge is based on the meter size and is calculated by multiplying the meter equivalentents by the per meter equivalent rate.

\*\* Seasons: Summer is June 1 through September 30; October 1 through May 31 is winter.

Table of Meter Equivalents and Fixed Charges		
Meter Size	Meter Equivalent	Fixed Charge
3/4 Inch or Smaller	1.0	\$40.85
1 Inch	2.5	\$ 102.13
1-1/2 Inch	5.0	\$ 204.25
2 Inch	8.0	\$ 326.80
3 Inch	16.0	\$ 653.60
4 Inch	25.0	\$ 1,021.25
6 Inch	50.0	\$ 2,042.50

- B. Fire Service Rates.** There is hereby established a schedule of rates for fire service which are the minimum monthly service charges for fire protection purposes exclusively for any two months, or fractional part thereof, as follows:

Service Connection	Rate
2 inch	\$ 38.33
3 inch	\$ 38.33
4 inch	\$ 48.40
5 inch	\$ 48.40
8 inch	\$ 68.62

- C. Rates for Unauthorized Use.** Water taken through unauthorized connections to the City water system shall be charged at double the rates set forth above based on the applicable "Classification of User" from the date of the commencement of such unauthorized use.

### Section 3. Special Service Charges, Meter Installation Charges and Connection Charges Effective January 1, 2022

The following special service charges, meter installation charges, and connection charges are hereby adopted by the City.

- A. Special Service Charges.** There is hereby established a schedule of service charges to recover operating costs incurred in establishing new accounts, changes in occupancy, special service requests by customers, delinquent account collections and processing of NSF checks as follows:

Service Charge	Fee
New water set-up fee (meter reading)	\$ 40.00
Water shut-off, requested by user, during normal working hours	\$ 30.00
Water shut-off, requested by user, after hours	\$ 170.00
Non-payment door hanger notification (each occurrence)	\$ 25.00
Non-payment water turn on/turn off, normal working hours	\$ 80.00
Non-payment water turn on/turn off, after hours	\$ 195.00
Locked water meter due to theft	\$ 250.00
Non-sufficient funds (check handling fee)	\$ 40.00

- B. Meter Installation Charges.** There is hereby established a schedule of meter installation charges for connection of new meters to the City water system, and for changes to water service where the previous type of use has been changed or increased as follows: For meters of all sizes, the charge will be based on the actual cost of installation. A deposit is required, based on the estimated cost, and is collected at the time of permitting the work.
- C. Connection Charges.** There is hereby established a schedule of connection charges for the installation of water service to property not previously served or for the installation of water service for an additional type of use and/or increase in meter size as follows:

Meter Size	Connection Charge 2021
3/4 Inch or Smaller	\$ 2,685
1 Inch	6,713
1-1/2 Inch	13,425
2 Inch	21,480
3 Inch	42,960
4 Inch	67,125
6 Inch	134,250

Connection charges are studied periodically and adjusted for inflation in years between studies. The inflation factor applied is CPI-W First Half for Seattle-Tacoma-Bellevue.

For meter upsizes, the difference in the connection charge between the new meter size and the old meter size will be charged.

The provisions of this section shall not be construed to apply to additional water service for fire protection purposes.

**Section 4. Effective Date**

This resolution shall take effect and be in force on and after January 1, 2022. Nothing contained herein shall affect the amount of collection of rates, fees, and charges established prior to January 1, 2022.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON THE 7<sup>TH</sup> DAY OF DECEMBER, 2021.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

ATTEST:

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

**CITY OF MERCER ISLAND  
RESOLUTION NO. 1607**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON  
PROVIDING FOR CLASSIFICATIONS OF USERS AND SETTING BI-MONTHLY  
RATES AND CONNECTION CHARGES FOR SEWERAGE DISPOSAL  
SERVICES EFFECTIVE JANUARY 1, 2022 AND THEREAFTER.**

WHEREAS, the City of Mercer Island provides sewer service to customers; and

WHEREAS, the City of Mercer Island is authorized to set rates and charges for the Utility under Chapter 15.06.110 of the Mercer Island City Code;

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

**Section 1. Classifications of Sewer Users Effective January 1, 2022**

The following classifications of users are hereby adopted by the City for the City sewer system effective January 1, 2022, and thereafter.

- A. Single Family.** "Single Family" shall mean a residential structure or dwelling as defined in the City of Mercer Island Zoning Code, capable of being conveyed by separate title, served by a single domestic water meter.
- B. Low Income.** "Low Income" shall mean a person who shows satisfactory proof that he or she is living in a single family residence, and has a maximum annual income of not more than seventy percent (70%) of the Washington State median income as applicable for the number of individuals in the household as computed annually by the State or City. Applicants shall provide such data as to verify eligibility, upon forms provided by and in the manner determined by the City of Mercer Island.
- C. Multi-Family.** "Multi-Family" shall mean a residential structure or facility designed and/or used to house two or more families living independently of each other, including but not limited to, duplexes, triplexes, apartment buildings and condominiums, but shall not include hotels and motels.
- D. Commercial.** "Commercial" shall mean a structure or facility designed and/or used to conduct business and commerce, including but not limited to, motels, hotels, professional, private schools, industrial, churches and all other commercial/business users.
- E. Public.** "Public" shall mean structures and facilities used by governmental entities including the state, county, City of Mercer Island and other municipal corporations of the state and public schools of the Mercer Island School District.

**Section 2. Sewerage Disposal Services Rates and Charges Effective January 1, 2022**

The bi-monthly rates and charges for sewerage disposal services are set forth below:

Single Family Bimonthly Sewer Rates				
Class	King County Fixed Charge	City Sewer Line Maintenance		
		Fixed Charges		Volume Charge
	King County Sewage Treatment	Billing Cost	Base Charge (For first 600 cf of AVERAGE Winter Water Use <sup>1</sup> )	Per 100 cf of AVERAGE Winter Water Use <sup>1</sup> beyond first 600 cf
Single Family Residential	\$98.54	\$10.23	\$52.44	\$8.74
Low-Income Residential <sup>2</sup>	\$98.54	\$10.23	\$13.11	\$2.19

- A. Average winter water usage is based on the most current 4 months of winter water usage data available in the billing system. Calculation of the winter water average is based on usage as shown on the January and March bills or February and April bills depending on the billing/reading cycle. Calculation of sewer charges using the winter average is in effect for the following 12 months, until the next winter’s water consumption data is available.

In the case of single family property, where there is no method of accurately calculating the average winter water usage because no water was used during the winter months, or any part thereof, or because the property is not connected to the sanitary sewer system, or for any other reason approved by the Deputy Finance Director or the Finance Director, the sewer volume charge herein will be the Island-wide bi-monthly average winter water use.

Newly-constructed single family properties shall be charged a sewer volume charge based on the per unit Island-wide average water usage for single family properties. Newly-constructed multi-family and commercial properties shall be charged a sewer volume charge based on their actual water usage.

Multi-Family and Commercial Bimonthly Sewer Rates			
Class	King County	City Sewer Line Maintenance	
	Sewage Treatment (Per 100 cf of ACTUAL Water Use <sup>2</sup> )	Billing Cost	Volume Charge Per 100 cf of ACTUAL Water Use
Multi-Family Residential	\$6.57	\$10.23	\$8.74
Commercial / Public	\$6.57	\$10.23	\$8.74

- B. The King County rate for multi-family and commercial is derived by dividing King County’s monthly rate (\$49.27) by King County’s residential customer equivalency usage value of 750 cubic feet.

**Section 3. Sewer Connection Charges Effective January 1, 2022**

The connection charges payable by the property owners for connection to the City of Mercer Island sanitary sewer system shall be as follows:

Connection Charges	
All Classifications of Users	\$2,354 per King County residential customer equivalent (RCE)

Connection charges are studied periodically and adjusted for inflation in years between studies. The inflation factor applied is CPI-W First Half for Seattle-Tacoma-Bellevue.

All connection charges shall be due and payable at the time the connection service is requested and shall be delinquent if unpaid at the time the connection service is actually made. In the event of delinquency, the connection charges shall be double the amount set forth above.

**Section 4. Effective Date**

This resolution shall take effect and be in force on and after January 1, 2022. Nothing contained herein shall affect the amount of collection of rates, fees, and charges established prior to January 1, 2022.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 7<sup>TH</sup> DAY OF DECEMBER, 2021.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

ATTEST:

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



**CITY OF MERCER ISLAND  
RESOLUTION NO. 1608**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON PROVIDING  
FOR CLASSIFICATIONS OF USERS AND SETTING BI-MONTHLY RATES FOR  
STORM AND SURFACE WATER SERVICES EFFECTIVE JANUARY 1, 2022 AND  
THEREAFTER.**

WHEREAS, the City of Mercer Island provides storm and surface water services to customer; and

WHEREAS, the City of Mercer Island is authorized to set rates and charges for the Utility under Chapter 15.10.070 of the Mercer Island City Code;

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

**Section 1. Classifications of Storm and Surface Water Users Effective January 1, 2022**

The following classifications of users are hereby adopted by the City for the City storm and surface water system effective January 1, 2022, and thereafter.

- A. Single Family.** “Single Family” shall mean a residential structure or dwelling as defined in the City of Mercer Island Zoning Code, capable of being conveyed by separate title, served by a single domestic water meter.
- B. Low Income.** “Low Income” shall mean a person who shows satisfactory proof that he or she is living in a single family residence, and has a maximum annual income of not more than seventy percent (70%) of the Washington State median income as applicable for the number of individuals in the household as computed annually by the State or City. Applicants shall provide such data as to verify eligibility, upon forms provided by and in the manner determined by the City of Mercer Island.
- C. Multi-Family.** “Multi-Family” shall mean a residential structure or facility designed and/or used to house two or more families living independently of each other, including but not limited to, duplexes, triplexes, apartment buildings and condominiums, but shall not include hotels and motels.
- D. Commercial.** “Commercial” shall mean a structure or facility designed and/or used to conduct business and commerce, including but not limited to, motels, hotels, professional, private schools, industrial, churches and all other commercial/business users.
- E. Public.** “Public” shall mean structures and facilities used by governmental entities including the state, county, City of Mercer Island and other municipal corporations of the state and public schools of the Mercer Island School District.

**Section 2. Storm and Surface Water Services Rates Effective January 1, 2022**

The bi-monthly rates (per equivalent service unit) for storm and surface water services are set forth below:

<b>Bi-monthly Storm and Surface Water Rates</b>	
<b>Classification of User</b>	<b>Rate</b>
Single Family Residential	\$39.81
Low Income Residential	\$ 9.95
Multi-Family Residential*	\$39.81
Commercial/Public*	\$39.81

\* For Multi-Family Residential, Commercial or Public property in the City, the number of equivalent service units is determined by dividing the total square feet of impervious surface for each account (which includes roof tops, pavement, and trafficked gravel) by the average square footage of impervious surface for single family residential accounts (3,471 square feet is the average).

**Section 3. Effective Date**

This resolution shall take effect and be in force on and after January 1, 2022. Nothing contained herein shall affect the amount of collection of rates, fees, and charges established prior to January 1, 2022.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON THE 7<sup>TH</sup> DAY OF DECEMBER, 2021.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

ATTEST:

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

**CITY OF MERCER ISLAND  
RESOLUTION NO. 1609**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON SETTING  
BI-MONTHLY SERVICE FEES FOR THE EMERGENCY MEDICAL AND  
AMBULANCE SERVICES EFFECTIVE JANUARY 1, 2022 AND THEREAFTER.**

WHEREAS, in 1980, the Mercer Island City Council created an ambulance service public utility for the purpose of regulating the delivery of basic life support emergency medical and ambulance service within the City of Mercer Island (“Utility”); and

WHEREAS, the City of Mercer Island is authorized to set fees for the Utility under Chapter 15.02 of the Mercer Island City Code, RCW 35.21.766 and RCW 35.27.370(15); and

WHEREAS, the Council directed staff to establish a flat fee per equivalent service unit for BLS ambulance transport service beginning in 2011;

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

**Section 1. Classifications of Emergency Medical and Ambulance Services Users  
Effective January 1, 2022**

The following classifications of users are hereby adopted by the City for emergency medical and ambulance services effective January 1, 2022, and thereafter.

- A. Single Family.** “Single Family” shall mean a residential structure or dwelling as defined in the City of Mercer Island Zoning Code, capable of being conveyed by separate title, served by a single domestic water meter.
- B. Low Income.** “Low Income” shall mean a person who shows satisfactory proof that he or she is living in a single family residence, and has a maximum annual income of not more than seventy percent (70%) of the Washington State median income as applicable for the number of individuals in the household as computed annually by the State or City. Applicants shall provide such data as to verify eligibility, upon forms provided by and in the manner determined by the City of Mercer Island.
- C. Multi-Family.** “Multi-Family” shall mean a residential structure or facility designed and/or used to house two or more families living independently of each other, including but not limited to, duplexes, triplexes, apartment buildings and condominiums, but shall not include hotels and motels.
- D. Commercial.** “Commercial” shall mean a structure or facility designed and/or used to conduct business and commerce, including but not limited to, motels, hotels, professional, private schools, industrial, churches and all other commercial/business users.
- E. Public.** “Public” shall mean structures and facilities used by governmental entities including the state, county, City of Mercer Island and other municipal corporations of the state and public schools of the Mercer Island School District.

- F. Residential Board & Care and 24-Hour Care.** “Residential Board & Care” or “24-Hour Care” users are based on the fire property classification.

**Section 2. Emergency Medical and Ambulance Services Fees Effective January 1, 2022**

The bi-monthly services fees per equivalent service unit (ESU) for emergency medical and ambulance services are set forth below:

<b>Customer Class</b>	<b>ESU</b>	<b>Bi-Monthly</b>
Single Family Residential	1	\$9.95
Multi-Family Residential	Per # of Equivalent Living Units (# of Apartment or Condo's)	\$9.95
Commercial	1	\$9.95
Public	1	\$9.95
Residential Board & Care	Per # of Equivalent Living Units (# of available beds)	\$9.95
24 Hour Nursing	Per # of Equivalent Living Units (# of available beds)	\$9.95

**Section 3. Effective Date**

This resolution shall take effect and be in force on and after January 1, 2022. Nothing contained herein shall affect the amount of collection of rates, fees, and charges established prior to January 1, 2022.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON THE 7<sup>TH</sup> DAY OF DECEMBER, 2021.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

ATTEST:

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



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

**AB 5993  
December 7, 2021  
Regular Business**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 5993: Updating the 2022 Development and Construction Fee Schedule and the 2022 Building Valuation Data - Resolution No. 1614	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:  <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Approve Resolution No. 1614	

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Jeff Thomas, Interim Director
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Resolution No. 1614 including: Attachment A: 2022 Development and Construction Fee Schedule Attachment B: 2022 Building Valuation Data Table
<b>CITY COUNCIL PRIORITY:</b>	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.

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

**SUMMARY**

The purpose of this agenda bill is to update the Development and Construction Fee Schedule including the Building Permit Calculation Table as well as Building Valuation Data Table for 2022, which are included in Resolution No. 1614 (Exhibit 1) and will take effect January 1, 2022. Cost recovery targets will remain consistent with those adopted in 2019. All fees and valuations are proposed to increase by 3.3% in 2022 to reflect an annual cost of services increase. Additionally, some modest changes from 2021 are proposed for 2022 to the basis for determining fees for planning services as further explained in the narrative below.

**COST RECOVERY TARGETS**

Since 2016, the City has studied and attempted to align cost recovery targets for development permits and services with desired policy and budgetary objectives. The following cost recovery targets were established in 2020:

- Building permits and services 95%;
- Planning permits and services 90%; and
- Engineering permits and services 90%.

The City has continued to study and adjust the fees for development and construction permits to align with these cost recovery targets, particularly for planning permits and services, for which there have been a series of incremental fee increases over a number of years. The last fee adjustment went into effect in January 2021 with approval of [Resolution No. 1593](#).

## ANNUAL COST OF SERVICES INCREASE

The Development and Construction Fee Schedule including the Building Permit Calculation Table as well as Building Valuation Data Table set forth in Resolution No. 1614 shall be adjusted annually where appropriate, beginning January 1 of the upcoming year, based on the first half Seattle-Tacoma-Bellevue CPI-W for the current fiscal year. For 2022, the CPI-W has been determined to be 3.3% for which all fees and valuations in Exhibit 1, attachments A and C are proposed to be adjusted by.

## OTHER CHANGES FOR 2022

### Time Tracking and Hourly Billing

The COVID-19 Pandemic (“Pandemic”) and resulting 2020 budget reductions, highlighted that the total amount of permit revenue being collected was insufficient to support the cost of providing the services at the established and subsequently adjusted levels of service. In the past, General Fund contributions to the Community Planning and Development Department (“CPD”) budget have covered costs for non-permit related activities such as updating plans and regulations, as well as for permit-related costs that are not covered by fees.

While non-permit related activities must remain General Fund supported, the Pandemic has emphasized the need to make development and construction permitting and inspection services self-supporting to reduce CPD’s reliance on the General Fund.

An updated permit fee study will need to be conducted, tentatively planned for 2024, to measure cost recovery performance but is not recommended at this time to allow the City to continue to build a strong data set of project and permit-specific time tracking data. City Council will recall after “beta testing” time tracking using CPD’s permit tracking database (TRAKiT) in late 2020, the City officially commenced this effort to correlate with the implementation of the 2021 Development and Construction Fee Schedule.

Overall, this change in methodology to time tracking was successful in 2021. However, in analyzing compiled time tracking data, it was found the processing cost of some permit types for planning services were significantly variable (higher or lower) than the deposit amounts established in the 2021 Development and Construction Fee Schedule. To some degree this finding was expected, given the City’s lack of any recent effort to accurately track time related to development permit processing. One resulting impact identified from this variance where processing cost was significantly lower than the deposit amount is the issuance of a significant number of refunds.

To reduce the amount of variability occurring and to curb this impact in 2022, two notable changes are proposed in the Development and Construction Fee Schedule followed by an example to demonstrate these changes for 2022:

1. Where data supported, adjust the fee amounts being collected at permit submittal to align more closely with the real cost of processing; and

2. Move away from the time-based fee amounts being a deposit to instead being a minimum fee. Refunds will not be issued for such fee amounts, but the hourly staff rate would apply if the time tracked for a permit exceeds the minimum fee.

*Example – Shoreline Exemptions*

One of the most common permit types for planning services, the 2021 deposit amount for shoreline exemptions was set at \$2,905, equivalent to 20 hours of staff time. Like most other fees for planning services in 2021, the deposit amounts were derived from the generally flat fee schedule in 2020. Through time tracking in 2021, it was demonstrated shoreline exemptions actually took approximately 6 hours of staff time. Therefore, a corresponding adjustment is proposed for 2022 to reduce the 2021 deposit amount from \$2,905 (20 hours) to a minimum fee amount of \$900 (6 hours). Any staff time spent above 6 hours will be compiled and billed to the customer at the 2022 hourly rate of \$150.02 and paid to the City prior to permit issuance.

New Fee Categories

In addition to the aforementioned changes to respond to the finding of the processing cost of some permit types for planning services being significantly variable (higher or lower) than the deposit amounts established in the 2021 Development and Construction Fee Schedule, a few of new 2022 fee categories are proposed:

1. Pre-Application Meetings: In 2021, there was only one category of pre-application meeting requiring a 5-hour deposit amount. To better meet a wide variety of customer needs, three categories are proposed for 2022 as follows:
  - Planner Meeting – billed to actual time in 0.5-hour increments
  - Type I Pre-Application Meeting – 6 hours minimum
  - Type II Pre-Application Meeting – 12 hours minimum
2. Design Review – Signage (Code Official): In the absence of this category in 2021, the design review of signage by the Code Official required a 25-hour deposit amount under a generic Design Review category. Through time tracking, it was demonstrated these reviews took approximately 2 hours of staff time. Therefore, a new category is warranted and proposed for 2022.
3. Deviation to Antenna Standards (Code Official): Similar to the previous item, the review of a deviation to antenna standards by the Code Official required a 25-hour deposit under a more robust Design Commission category. Through time tracking, it was demonstrated these reviews took approximately 10 hours of staff time. Therefore, a new category is warranted and proposed for 2022.
4. Impact Fees: These are not new fee categories; however, impact fees are proposed to be incorporated into the Development and Construction Fee Schedule for the first time since their inception. While the methodologies for updating parks and transportation impact fees are codified in the Mercer Island Municipal Code, the means for conveyance has been done informally on the City's website. By incorporating these into the annual Development and Construction Fee Schedule, the updates to the impact fee rates can be formally recognized by City Council and officially conveyed to the public.

**NEXT STEPS**

The City Council will be asked to approve Resolution No. 1614 to update the 2022 Development and Construction Fee Schedule and the 2022 Building Valuation Data Table effective January 1, 2022.

## RECOMMENDATION

Approve Resolution No. 1614 to update the 2022 Development and Construction Fee Schedule and the 2022 Building Valuation Data Table effective January 1, 2022.



**CITY OF MERCER ISLAND  
RESOLUTION NO. 1614**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON  
ADJUSTING DEVELOPMENT AND CONSTRUCTION PERMIT FEES  
EFFECTIVE JANUARY 1, 2022 AND THEREAFTER**

WHEREAS, fees are charged for services provided by the Community Planning and Development Department for the development of land and construction of structures, which includes the review of permit applications, issuance of permits, field inspections, and related actions; and

WHEREAS, the City Council's Management and Budget Policies indicate that development and construction permit fees should be based on the actual costs of providing services; and

WHEREAS, the cost of providing such services has been tracked since 1999; and

WHEREAS, Resolution No. 1491 established that fees shall be adjusted annually, beginning January 1, 2015 and continuing each January 1 thereafter, using an annual escalator that shall be determined by the Finance Director by comparing the estimated salaries and benefits in the coming year to the actual salaries and benefits in the current year for all Development Services Group staff, excluding contract employees; and

WHEREAS, on December 3, 2019, the City Council adopted Resolution No. 1567 establishing new target cost recovery levels at 90% for Planning Services and Engineering Services and maintained the 95% target cost recovery level for Building Services; and

WHEREAS, the Community Planning and Development Department recommends the adoption of amended fees as set forth in Attachments A and C, and the amended construction valuation factors as set forth in Attachment B, which aligns with the cost recovery targets;

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

**Section 1. Annual Adjustment of Fees.**

The Development and Construction Fee Schedule, Building Valuation Data Table, and Building Permit Calculation Table set forth in Section 2 of Resolution No. 1567 shall be adjusted annually where appropriate, beginning January 1, 2022, based on the estimated annual growth in personnel costs of the Community Planning and Development staff as determined by the Finance Director. The annual escalator shall be determined by comparing the estimated salaries and benefits in the coming year to the actual salaries and benefits in the current year for all Community Planning and Development staff, excluding contract employees.

**Section 2. Development and Construction Permit Fee Schedule.**

Consistent with the authority set forth in titles 17 and 19 of the Mercer Island City Code for the establishment and collection of development and construction fees, Attachment A to this Resolution amends the Development and Construction Fee Schedule including the Building Permit Calculation Table otherwise established by Resolution No. 1567. The Development and Construction Fee Schedule including the Building Permit Calculation Table are amended as reflected in Attachment A.

Consistent with the authority set forth in titles 17 and 19 of the Mercer Island City Code for the establishment and collection of development and construction fees, Attachment B to this Resolution amends the Building Valuation Data Table otherwise established by Resolution No. 1567. The Building Valuation Data Table is amended as reflected in Attachment B.

**Section 3. Effective Date of Section 2.**

Section 2 of this Resolution shall take effect and be in force on and after January 1, 2022. Nothing contained herein shall affect the amount of collection of rates, fees, and charges established prior to January 1, 2022.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 7TH DAY OF DECEMBER 2021.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

ATTEST:

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

## 2022 Development and Construction Fee Schedule

FEE NAME		FEE AMOUNT	
PERMIT FEES (all fees include a 3% technology fee)		2021	2022
2022 Hourly Staff Rate for All Review Disciplines =		145.23	\$ 150.02
	<u>Minimum Hours</u>	<u>Additional Fees</u>	
<b>MEETINGS</b>			
Planner Meeting	0.5		<u>Varies</u>
Pre-application Meeting Type 1 (Up to 2 reviewers)	6	Hourly Staff Rate If Minimum Exceeded	\$ 900
Pre-application Meeting Type 2 (More than 2 reviewers)	12		\$ 1,800
		\$ 726	
<b>LAND USE AND PLANNING FEES</b>			
Appeals (Fee Refunded If Appeal Is Granted)			
Appeal - includes Building, Land Use, Right of Way, Code Compliance, Code Interpretation	10	Hourly Staff Rate If Minimum Exceeded, Plus Actual Costs of File Preparation and Transcripts	\$ 1,452 \$ 1,500
Critical Areas			
Critical Area Review Type 1	8	Hourly Staff Rate If Minimum Exceeded,	\$ 1,452 \$ 1,200
Critical Area Review Type 2	20	Plus Actual Cost of Peer Review	\$ 7,988 \$ 3,000
Design Review			
Design Review - Signs - Code Official	2		\$ 300
Design Review - Code Official	25	Hourly Staff Rate If	\$ 3,631 \$ 3,751
Design Commission Study Session	40	Minimum Exceeded	\$ 5,809 \$ 6,001
Design Commission Review - Exterior Alteration	95		\$ 13,797 \$ 14,252
Design Commission Review - Major New Construction	155		\$ 22,511 \$ 23,253
Deviations			
Deviation to Antenna Standards - Code Official	10	Hourly Staff Rate If	\$ 1,500
Deviation to Antenna Standards - Design Commission	25	Minimum Exceeded	\$ 3,631 \$ 3,751
Public Agency Exception - 115-hour minimum	115	Hourly Staff Rate If Minimum Exceeded,	\$ 16,701 \$ 17,252
Reasonable Use Exception - 115-hour minimum	115	Plus Actual Cost of Peer Review	\$ 16,701 \$ 17,252
Variance	65	Hourly Staff Rate If	\$ 9,440 \$ 9,751
Wet Season Construction Approval	9	Minimum Exceeded	\$ 1,452 \$ 1,350
Environmental Review (SEPA)			
SEPA Review	8	Hourly Staff Rate If	\$ 3,631 \$ 1,200
Environmental Impact Statement	120	Minimum Exceeded	\$ 29,046 \$ 18,002
Legislative			
Code Amendment	150		\$ 21,785 \$ 22,503
Comprehensive Plan Docket Application	15	Hourly Staff Rate If	\$ 2,178 \$ 2,250
Comprehensive Plan Application (If Docketed)	150	Minimum Exceeded	\$ 21,785 \$ 22,503

Rezone	105		\$ 15,249	\$ 15,752
<b>Other Land Use</b>				
Accessory Dwelling Unit (ADU)	4		\$ 1,452	\$ 600
Code Interpretation Request	20	<u>Hourly Staff Rate If</u>	\$ 3,631	\$ 3,000
Conditional Use Permit (CUP)	105	<u>Minimum Exceeded</u>	\$ 15,249	\$ 15,752
Hearing Examiner Services	N/A	<u>Plus Actual</u>	\$ 3,000	\$ 3,000
Noise Exception Type I - IV	10	<u>Additional Cost</u>	\$ 726	\$ 1,500
Other Permit / Services Not Listed	1	<u>Hourly Staff Rate If</u>	\$ 145	\$ 150
Public Notice Sign Fee (per sign)	N/A	<u>Minimum Exceeded</u>	\$ 55	\$ 55
Transportation Concurrency	1	<u>N/A</u>	\$ 145	\$ 150
		<u>Hourly Staff Rate If</u>		
		<u>Minimum Exceeded</u>		
<b>Shoreline Management</b>				
Shoreline Exemption	6		\$ 2,905	\$ 900
Shoreline Substantial Development Permit	60		\$ 8,714	\$ 9,001
Shoreline Variance	80	<u>Hourly Staff Rate If</u>	\$ 11,618	\$ 12,002
Shoreline Conditional Use Permit	80	<u>Minimum Exceeded</u>	\$ 11,618	\$ 12,002
Shoreline Permit Revision	6		\$ 2,905	\$ 900
<b>Subdivision</b>				
Long Plat- Preliminary	200		\$ 29,046	\$ 30,004
Long Plat - Final	80		\$ 11,618	\$ 12,002
Long Plat - Alteration	200		\$ 29,046	\$ 30,004
Lot Line Revision	8	<u>Hourly Staff Rate If</u>	\$ 5,083	\$ 1,200
Short Plat - Preliminary	100	<u>Minimum Exceeded</u>	\$ 14,523	\$ 15,002
Short Plat - Alteration	10		\$ 14,523	\$ 1,500
Short Plat - Final Plat	40		\$ 5,809	\$ 6,001
<b>Wireless Communication Facilities</b>				
New Wireless Communication Facility	50		\$ 7,262	\$ 7,501
New Wireless Communication Facility - 6409 Exempt	8	<u>Hourly Staff Rate If</u>	\$ 5,809	\$ 1,200
New Small Cell Deployment	2	<u>Minimum Exceeded</u>	\$ 1,452	\$ 300
Height Variance	65		\$ 9,440	\$ 9,751
<b>Fire Review Fees Associated with Land Use Applications</b>				
<u>Fire Review of Land Use Applications</u>	1.25	<u>Hourly Staff Rate If</u>		\$ 188
		<u>Minimum Exceeded</u>		

**BUILDING PERMIT FEES**

**Construction Permit Fee Calculation Table**

The Building Permit Fee is based on the Project Valuation as set forth in the table below.

The Plan Check Fee is 70% of the Building Permit Fee.\*

The "Combination Permit" Fee for Mechanical, Electrical and Plumbing Inspection is 31% of the Building Permit\*\* Fee.

**Project Valuation**

**Building Permit Fee**

(Final fee calculations rounded to the nearest cent)

\$1 - \$500.99	\$33.26
\$501 - \$2000.99	\$34.68 for the first \$500 plus \$4.08 for each additional \$100
\$2,001 - \$25,000.99	\$98.75 for the first \$2,000 plus \$19.31 for each additional \$1,000

\$25,001 - \$50,000.99	\$558.39 for the first \$25,000 plus \$14.02 for each additional \$1,000
\$50,001 - \$100,000.99	\$906.76 for the first \$50,000 plus \$9.70 for each additional \$1,000
\$100,001 - \$500,000.99	\$1415.61 for the first \$100,000 plus \$7.77 for each additional \$1,000
\$500,001 - \$1,000,000.99	\$4609.64 for the first \$500,000 plus \$6.48 for each additional \$1,000
\$1,000,001 - \$999,999,999.99	\$7995.62 for the first \$1,000,000 plus \$5.07 for each additional \$1,000

\*This chart is used only to calculate the Building Permit, Plan Check, and Combination Permit portions of the overall fees required to issue a permit. Additional plan review and permit fees may apply.

\*\* If separate permits - 10% Mechanical, 11% Electrical, 10% Plumbing

Additional Review Fees	Minimum Hours	Additional Fees	2021	2022
<b>Arborist</b>				
Arborist review of Construction Permit	N/A	N/A	\$ 355	355
<b>Building</b>				
Building Plan Revisions	2	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 290	\$ 300
<b>Energy Compliance</b>				
State Energy Compliance - Residential New			\$ 430	\$ 430
State Energy Compliance - Residential Alteration			\$ 217	\$ 217
State Energy Compliance - Non-Residential New	N/A	N/A	\$ 1,598	\$ 1,598
State Energy Compliance - Non-Residential Alteration			\$ 217	\$ 217
Plan Review (not otherwise specified, hourly)	1	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 145	\$ 150
<b>Engineering</b>				
Engineering Review of Construction permit (hourly)	1	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 145	\$ 150
<b>Fire Protection Review - Building Permits</b>				
Residential Remodels & Substantial Alt Review			\$ 145	\$ 145
New SFR < 10,000 SF			\$ 145	\$ 145
New SFR > 10,000 SF			\$ 726	\$ 726
Non Single Family Review < 3,000 SF			\$ 145	\$ 145
Non Single Family Review < 5,000 SF	N/A	N/A	\$ 290	\$ 290
Non Single Family Review 5,000 - 50,000 SF			\$ 2,905	\$ 2,905
Non Single Family Review 50,000 SF +			\$ 5,809	\$ 5,809
Non Single Family Tenant Improvement			\$ 145	\$ 145
Additional Fire Protection Plan Review (hourly)	1	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 145	\$ 150
Fire Code Alternate	N/A	N/A	\$ 579	\$ 579
<b>Geotechnical</b>				
Single Family	N/A	<u>Plus Actual Cost of Peer Review Either Third Party or In House</u>	\$ 574	\$ 574

Multi-Family / Commercial	<u>N/A</u>	<u>Plus Actual Cost of Peer Review Either Third Party or In House</u>	\$ 1,146	\$ 1,146
<b>Inspections</b>				
Inspections (not otherwise specified, hourly)	1	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 145	\$ 145
<b>Other Building Related Fees</b>				
Intake Screening	5	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 726	\$ 750
Impact Fee Deferral Review (School, Park, Transportation)			\$ 73	\$ 73
Stop Work Fee	Double the applicable permit fee		Varies	Varies
<b>Special Foundations / Shoring</b>				
Single Family	<u>N/A</u>	<u>N/A</u>	\$ 859	\$ 859
Multi-family/Commercial	<u>N/A</u>	<u>N/A</u>	\$ 1,290	\$ 1,290
<b>CIVIL ENGINEERING, FIRE PROTECTION, INSPECTION, RIGHT-OF-WAY &amp; TREE FEES</b>				
<b>Engineering Review and Inspection</b>				
Engineering Review	1		\$ 145	\$ 145
Storm Drainage Review and Inspection hourly rate	2	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 145	\$ 145
Plat Improvement/Site Development Permit Review and Inspection	10		\$ 145	\$ 145
<b>Fire Protection Permits</b>				
Access Gate (combo permit - includes low voltage electrical inspection fee)			\$ 319	\$ 319
Commercial Solar Photovoltaic Power Systems 105.7.13			\$ 461	\$ 461
Emergency Responder Radio Coverage 105.7.5			\$ 607	\$ 607
Fire Alarm Commercial: NFPA 72 Low Voltage System (combo permit - includes one hour of electrical inspection)			\$ 1,556	\$ 1,556
Fire Alarm Communicator - AES Radio Transmitter (combo permit - includes low voltage electrical inspection fee)			\$ 319	\$ 319
Fire Alarm Residential: NFPA 72 Low Voltage System (combo permit -includes low voltage electrical inspection fee)			\$ 464	\$ 464
Fire Alarm Tenant Improvement: Low Voltage Fire Alarm System (combo permit - includes low voltage electrical inspection fee)			\$ 827	\$ 827
Fire Alarm Tenant Improvement Residential or Commercial, less than 5 devices: Low Voltage Fire Alarm System (combo permit - includes low voltage electrical inspection fee)			\$ 392	\$ 392
Fire Code Alternate			\$ 579	\$ 579
Fire Hydrant			\$ 607	\$ 607
Fire Pump (combo permit - includes low voltage electrical inspection fee)	<u>N/A</u>	<u>N/A</u>	\$ 898	\$ 898
Fire Sprinkler Commercial: NFPA 13 - Per Riser			\$ 1,622	\$ 1,622
Fire Sprinkler System 13D Tank and Pump			\$ 900	\$ 900
Fire Sprinkler Residential (includes backflow inspection fee)			\$ 827	\$ 827
Fire Sprinkler TI OTC- Under 25 Heads			\$ 363	\$ 363
Fire Sprinkler TI - Commercial and Residential Over 25 heads			\$ 654	\$ 654
Fuel Tanks			\$ 177	\$ 177
Hazardous Materials 105.7.9			\$ 406	\$ 406

Industrial Ovens 105.7.10			\$ 457	\$ 457
Kitchen Hood - Extinguishing System (combo permit - includes low voltage electrical inspection fee)			\$ 537	\$ 537
LP Gas Construction Permit			\$ 362	\$ 362
Operational Permits (hourly)			\$ 145	\$ 145
Smoke Control Systems 105.7.14			\$ 720	\$ 720
Special Fire Extinguishing System (combo permit - includes low voltage electrical inspection fee)			\$ 827	\$ 827
Standpipe Commercial			\$ 1,525	\$ 1,525
Underground Fire Main - NFPA 24 Sprinkler Supply Line			\$ 1,380	\$ 1,380
Wood/Pellet Stove			\$ 428	\$ 428
Fire Protection Plan Review and Inspection	1	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 145	\$ 145
<b>Grading and Land Clearing Permits</b>				
Land Clearing			\$ 177	\$ 177
Grading: 50-100 c.y.			\$ 238	\$ 238
Grading: 101-1,000 c.y.			\$ 337	\$ 337
Grading: 1,001-5,000 c.y.	<u>N/A</u>	<u>N/A</u>	\$ 441	\$ 441
Grading: 5,001-10,000 c.y.			\$ 581	\$ 581
Grading:10,000+ c.y.			\$ 718	\$ 718
Additional Review / Inspections	1	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 145	\$ 145
<b>Inspection Fees</b>				
Inspections Outside Normal Business Hours	2	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 436	\$ 436
Re-Inspection (Assessed Under Provisions of Section 305.8)	1	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 145	\$ 145
Partial Inspections			\$ 73	\$ 73
<b>Limited Inspection Permits</b>				
Demolition - Single Family			\$ 357	\$ 357
Demolition - Non Single Family	<u>N/A</u>	<u>N/A</u>	\$ 624	\$ 624
Demolition - Soft/ Partial			\$ 178	\$ 178
Plan Review and Inspections (not otherwise specified)	1	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 145	\$ 145
Re-Roofing of Single Family Residences (except with same roofing system or masonry tile**)	<u>N/A</u>	<u>N/A</u>	\$ 177	\$ 177
<b>Right of Way Use</b>				
Right of Way Encroachment Agreement (also requires separate ROW Use Permit) and Inspection	4.5		\$ 640	\$ 640
Miscellaneous ROW Use + hourly rate if review/ inspection exc	1		\$ 213	\$ 213
Type A - Underground Improvements in Unpaved Area + hourly	2	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 284	\$ 284
Type B - Surface Improvements + hourly rate if review/ inspecti	3	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 426	\$ 426
Type C - Underground Improvements in Paved Area + hourly rate	4.5		\$ 640	\$ 640
Plan Review and Inspections (not otherwise specified, hourly)	1		\$ 145	\$ 145
<b>Side Sewer</b>				
Side Sewer Revision/Modification/Repair			\$ 284	\$ 284
Side Sewer Disconnect			\$ 284	\$ 284
Side Sewer Connection	<u>N/A</u>	<u>N/A</u>	\$ 284	\$ 284
Side Sewer Stub Out to Property Line Only			\$ 284	\$ 284
Additional Review / Inspections (hourly rate)	1	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$ 145	\$ 145
<b>Temporary Cert. of Occupancy</b>				

Single Family (plus hourly rate over 4hrs)	<u>4</u>		\$	574	\$	574
Multi-family/Commercial (plus hourly rate over 36hrs)	<u>36</u>		\$	5,155	\$	5,155
Additional Review / Inspections (hourly rate)	<u>1</u>		\$	145	\$	145
<b>Tree Removal</b>						
Single Family: 1 - 3 trees			\$	177	\$	177
Single Family: 4 -10 trees			\$	445	\$	445
Single Family: More than 10 trees	<u>N/A</u>	<u>N/A</u>	\$	1,243	\$	1,243
Non Single Family			\$	1,243	\$	1,243
Non-Development Tree Removal outside a Critical Area	<u>1</u>		\$	145	\$	145
Non-Development Tree Removal within a Critical Area 1 - 3 Trees	<u>3</u>		\$	436	\$	436
Non-Development Tree Removal within a Critical Area 4 - 10 Trees	<u>4</u>		\$	581	\$	581
Non-Development Tree Removal within a Critical Area More than 10 Trees	<u>4</u>		\$	581	\$	581
Right of Way Tree Pruning			\$	218	\$	218
Tree Protection Only	<u>N/A</u>	<u>N/A</u>	\$	177	\$	177
Additional Review / Inspections	<u>1</u>		\$	145	\$	145
<b>Water Service</b>						
Water Service Order (Permit Processing Fee Only). Water Connection charges and Water Service Installation charges are not included.	<u>N/A</u>	<u>N/A</u>	\$	1,307	\$	1,307
Water Meter Setter / Service Line Only			\$	1,307	\$	1,307
Water Service Abandonment			\$	436	\$	436
<b>ELECTRICAL, MECHANICAL &amp; PLUMBING PERMITS</b>						
Combination permits are issued for electrical, mechanical, or plumbing work associated with a building permit. (See "Combination Permit Fee" on the Construction Permit Fee Calculation Table). Unit fees listed below apply when there is no associated building permit. The following minimum fees will apply, unless the issuance, plan review and unit fees exceed the minimum fee. When the minimum fee is exceeded, the permit will be charged based on the sum of the applicable issuance, plan review and unit fees.						
<b>Minimum Permit Fees</b>						
Minimum Permit Fee	<u>N/A</u>	<u>N/A</u>	\$	177	\$	177
<b>Minimum Permit Fee Exceptions</b>						
Temporary Power Service			\$	99	\$	99
Water Heater Exchange (no new gas piping)			\$	99	\$	99
Water Supply Piping			\$	99	\$	99
Repair of existing plumbing, water service, gas piping	<u>N/A</u>	<u>N/A</u>	\$	99	\$	99
Forced Air Exchange - same type			\$	99	\$	99
Decommission Backflow Device			\$	99	\$	99
<b>Electrical Permit Fees</b>						
<b>Permit Issuance</b>						
Minimum Permit Fee			\$	177	\$	177
Permit Issuance Fee			\$	39	\$	39
Supplemental Permit Issuance Fee	<u>N/A</u>	<u>N/A</u>	\$	27	\$	27
Electrical Plan Review (hourly)			\$	145	\$	145
<b>Electrical Unit Fees - As Listed Below</b>						
<b>Busways</b>						
For trolley and plug-in type busways	<u>N/A</u>	<u>N/A</u>	\$	12	\$	12



<b>Carnivals and Circuses</b>				
For electrical generators and electrically driven motors			\$ 38	\$ 38
For mechanical driven rides and walk-through attractions	<u>N/A</u>	<u>N/A</u>	\$ 12	\$ 12
For a system of area and booth lighting			\$ 12	\$ 12
<b>Lighting Fixtures</b>				
First 20 fixtures, each			\$ 2	\$ 2
Additional fixtures, each			\$ 1	\$ 1
For pole or platform-mounted lighting fixtures	<u>N/A</u>	<u>N/A</u>	\$ 2	\$ 2
For theatrical-type lighting fixtures			\$ 2	\$ 2
<b>Miscellaneous Apparatus, Conduits and Conductors</b>				
For electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth	<u>N/A</u>	<u>N/A</u>	\$ 29	\$ 29
<b>Non-Residential appliances</b>				
For non-residential appliances and self-contained factory-wired non-residential appliances	<u>N/A</u>	<u>N/A</u>	\$ 8	\$ 8
<b>Power Apparatus</b>				
Up to and including 1.....			\$ 8	\$ 8
Over 1 and not over 10, each			\$ 20	\$ 20
Over 10 and not over 50, each	<u>N/A</u>	<u>N/A</u>	\$ 39	\$ 39
Over 50 and not over 100, each			\$ 79	\$ 79
Over 100....			\$ 119	\$ 119
<b>Private Swimming Pools</b>				
New private, in-ground swimming pools	<u>N/A</u>	<u>N/A</u>	\$ 79	\$ 79
<b>Receptacle, Switch and Light Outlets</b>				
First 20 fixtures, each			\$ 2	\$ 2
Additional fixtures, each	<u>N/A</u>	<u>N/A</u>	\$ 1	\$ 1
<b>Residential appliances</b>				
For fixed residential appliances	<u>N/A</u>	<u>N/A</u>	\$ 8	\$ 8
<b>Services</b>				
For services of 600 volts and not over 200 amperes			\$ 49	\$ 49
For services of 600 volts and over 200 amperes to 1,000 amperes			\$ 99	\$ 99
For services over 600 volts or over 1,000 amperes in rating	<u>N/A</u>	<u>N/A</u>	\$ 199	\$ 199
Upgrade Panel 50 400 amp or less (per panel)			\$ 178	\$ 178
Low Voltage Electric			\$ 29	\$ 29
<b>Signs, Outline Lighting and Marquees</b>				
Supplied from one branch circuit			\$ 39	\$ 39
For additional branch circuits, each	<u>N/A</u>	<u>N/A</u>	\$ 8	\$ 8
<b>Temporary Power Service</b>				
Temporary Power Service	<u>N/A</u>	<u>N/A</u>	\$ 37	\$ 37
<b>Mechanical Permit Fees</b>				
<b>Permit Issuance</b>				
Minimum Permit Fee			\$ 177	\$ 177
For issuing each permit	<u>N/A</u>	<u>N/A</u>	\$ 39	\$ 39
For issuing each supplemental permit			\$ 27	\$ 27

	<u>1</u>	<u>Hourly Staff Rate If Minimum Exceeded</u>	\$	145	\$	145
Mechanical Plan Review						
<b>Mechanical Unit Fees - as Listed Below</b>						
<b>Air Handlers</b>						
For each air-handling unit to and including 10,000 cubic feet per minute (cfm), including ducts attached thereto	<u>N/A</u>	<u>N/A</u>	\$	17	\$	17
For each air-handling unit over 10,000 cfm			\$	29	\$	29
<b>Appliance Vents</b>						
For installation, relocation or replacement of each appliance vent installed and not included in appliance permit	<u>N/A</u>	<u>N/A</u>	\$	11	\$	11
<b>Boilers, Compressors and Absorption Systems</b>						
For the installation or relocation of each boiler or compressor to and including 3 horsepower, or each absorption system to and including 100,000 Btu/h			\$	24	\$	24
For the installation or relocation of each boiler or compressor over 3 horsepower to and including 15 horsepower, or each absorption system over 100,000 Btu/h to and including 500,000 Btu/h			\$	43	\$	43
For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower, or each absorption system to over 500,000 Btu/h to and including 1,000,000 Btu/h	<u>N/A</u>	<u>N/A</u>	\$	60	\$	60
For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or each absorption system to over 1,000,000 Btu/h to and including 1,750,000 Btu/h			\$	89	\$	89
For the installation or relocation of each boiler or compressor over 15 horsepower to and including 50 horsepower, or each absorption system to over 1,750,000.			\$	148	\$	148
<b>Evaporation Coolers</b>						
For each evaporative cooler other than portable type	<u>N/A</u>	<u>N/A</u>	\$	17	\$	17
<b>Furnaces</b>						
For installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 Btu/h			\$	24	\$	24
For installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h	<u>N/A</u>	<u>N/A</u>	\$	29	\$	29
For installation or location of each floor furnace, including vent			\$	24	\$	24
For installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater			\$	24	\$	24
<b>Miscellaneous</b>						
For each appliance or piece of equipment regulated by the International Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table	<u>N/A</u>	<u>N/A</u>	\$	17	\$	17
Exchange of Existing HVAC System for Single Family Residences (includes thermostat)			\$	99	\$	99
<b>Repairs or Additions</b>						

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system.	<u>N/A</u>	<u>N/A</u>	\$ 20	\$ 20
<b>Ventilation and Exhaust</b>				
For each ventilation fan connected to a single duct			\$ 39	\$ 39
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	<u>N/A</u>	<u>N/A</u>	\$ 39	\$ 39
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood			\$ 39	\$ 39
<b>Plumbing Permits</b>				
<b>Permit Issuance</b>				
Minimum Permit Fee			\$ 177	\$ 177
For issuing each permit			\$ 39	\$ 39
For issuing each supplemental permit	<u>N/A</u>	<u>N/A</u>	\$ 27	\$ 27
Plumbing Plan Review (hourly)			\$ 145	\$ 145
<b>Plumbing Unit Fees - as Listed Below</b>				
<b>Fixtures &amp; Vents</b>				
Each plumbing fixture or trap or set of fixtures			\$ 16	\$ 16
For repair or alteration of drainage or vent piping, each fixture	<u>N/A</u>	<u>N/A</u>	\$ 8	\$ 8
<b>Gas Piping</b>				
For each gas piping system			\$ 10	\$ 10
For each additional outlet over five	<u>N/A</u>	<u>N/A</u>	\$ 2	\$ 2
<b>Lawn Sprinklers, Vacuum Breakers &amp; Backflow</b>				
Backflow Prevention Inspection (Fire and Irrigation)			\$ 177	\$ 177
For each lawn sprinkler system			\$ 24	\$ 24
For atmospheric-type vacuum breakers or backflow protection devices 1 - 5			\$ 20	\$ 20
Over 5 devices	<u>N/A</u>	<u>N/A</u>	\$ 4	\$ 4
For each backflow protection device other than atmospheric type vacuum breakers, 2 inches and smaller			\$ 20	\$ 20
Over 2 inches			\$ 38	\$ 38
<b>Miscellaneous</b>				
For each appliance or piece of equipment not regulated by the Uniform Plumbing Code not listed in this table	<u>N/A</u>	<u>N/A</u>	\$ 16	\$ 16
<b>Sewers, Disposal Systems Interceptors</b>				
For each building sewer			\$ 37	\$ 37
For each cesspool			\$ 60	\$ 60
For each private sewage disposal system	<u>N/A</u>	<u>N/A</u>	\$ 119	\$ 119
For each industrial waste pretreatment interceptor			\$ 32	\$ 32
Rainwater systems - per drain			\$ 16	\$ 16
<b>Swimming Pools</b>				
Public pool, each			\$ 146	\$ 146
Public spa, each			\$ 97	\$ 97
Private pool, each	<u>N/A</u>	<u>N/A</u>	\$ 97	\$ 97
Private spa, each			\$ 48	\$ 48
<b>Water Piping and Water Heaters</b>				

For installation, alteration or repair of water piping or water treating equipment	N/A	N/A	\$ 8	\$ 8
For each water heater			\$ 20	\$ 20
<b>OTHER FEES</b>				
<b>Fee In Lieu of Planting Replacement Trees</b>				
	<u>Basis of Fee</u>			
<u>Per Tree Fee</u>	<u>Replacement Tree Cost Plus 2 Hours of Staff Maintenance</u>		\$ 555	\$ 919
<b>Impact Fees</b>				
<u>School Impact Fee</u>				
	<u>Basis of Fee</u>			
<u>Single Family</u>	<u>School impact fees reduced to zero by MISD 8/2020</u>		\$ -	\$ -
<u>Multi Family</u>			\$ -	\$ -
<u>Park Impact Fee</u>				
	<u>Basis of Fee</u>			
<u>Single Family</u>			\$ 2,398.81	\$ 2,600.31
<u>Multi Family</u>	<u>Per MICC 19.18.100</u>		\$ 1,541.59	\$ 1,671.59
<u>Transportation Impact Fees</u>				
	<u>Basis of Fee</u>			
<u>Single Family 1-2 dwellings, per dwelling unit</u>			\$ 4,533.70	\$ 4,914.53
<u>Multi Family, per dwelling unit</u>			\$ 2,584.51	\$ 2,801.61
<u>Senior Housing, per dwelling unit</u>			\$ 1,223.94	\$ 1,326.75
<u>Lodging, per guest room</u>			\$ 2,719.98	\$ 2,948.46
<u>Commercial Services, per square foot of gross floor area</u>			\$ 18.04	\$ 19.56
<u>School, per student</u>			\$ 589.78	\$ 639.32
<u>Institutional, per square foot of gross floor area</u>			\$ 3.35	\$ 3.63
<u>Light Industry, per square foot of gross floor area</u>	<u>Per MICC 19.19.100</u>		\$ 4.12	\$ 4.47
<u>Warehouse, per square foot of gross floor area</u>			\$ 2.04	\$ 2.21
<u>Supermarket, per square foot of gross floor area</u>			\$ 27.52	\$ 29.83
<u>Gas Station, per pump</u>			\$ 26.95	\$ 29.22
<u>Administrative Office, per square foot of gross floor area</u>			\$ 6.75	\$ 7.32
<u>Medical/ Dental Office, per square foot of gross floor area</u>			\$ 16.18	\$ 17.54
<u>Retail, per square foot of gross floor area*</u>			\$ 11.11	\$ 12.04
<u>Resturant, per square foot of gross floor area*</u>			\$ 19.01	\$ 20.61
*City reimburses Transportation Impact Fee Fund for Retail and Restaurant Uses				

## 2022 Mercer Island Building Valuation Data Table

The unit costs below are intended to provide guidance in determining project valuations as set forth in Mercer Island City Code Chapter 17.14.010, Section 109.4 and shall include architectural, structural, electrical, plumbing, and mechanical work, except as specifically listed below. The unit costs also include the contractor's profit, which should not be omitted.

Project valuations provided by the permit applicant will be validated against this table. To use this table to calculate the valuation for residential construction, multiply the cost per square foot for dwellings (Item 8) by the floor area. Include private garages (Item 17) and porches (Item 7). If air conditioning or fire sprinkler systems (Equipment) will be installed, include the valuation for these systems.

### Occupancy & Type / Building Valuation per Square Foot

\*Add 0.5% to total cost for each story over three. \*\*Deduct 20 % for shell-only buildings. \*\*\*Deduct 11% for mini-warehouses

#### 1. APARTMENT HOUSES:

Type I or II F.R.*	\$ 142.26
(Good)	\$ 175.24
Type V—Masonry (or Type III)	\$ 116.03
(Good)	\$ 142.26
Type V—Wood Frame	\$ 102.29
(Good)	\$ 131.52
Type I—Basement Garage	\$ 60.08

#### 2. AUDITORIUMS:

Type I or II F.R.	\$ 168.12
Type II—1-Hour	\$ 121.78
Type II—N	\$ 115.16
Type III—1-Hour	\$ 127.90
Type III—N	\$ 121.53
Type V—1-Hour	\$ 122.28
Type V—N	\$ 114.28

#### 3. BANKS:

Type I or II F.R.*	\$ 237.56
Type II—1-Hour	\$ 175.11
Type II—N	\$ 169.37
Type III—1-Hour	\$ 193.22
Type III—N	\$ 186.23
Type V—1-Hour	\$ 175.11
Type V—N	\$ 167.62

#### 4. BOWLING ALLEYS:

Type II—1-Hour	\$ 81.93
Type II—N	\$ 76.31
Type III—1-Hour	\$ 89.05
Type III—N	\$ 83.18
Type V—1-Hour	\$ 60.08

#### 5. CHURCHES:

Type I or II F.R.	\$ 159.12
Type II—1-Hour	\$ 119.53
Type II—N	\$ 113.53
Type III—1-Hour	\$ 130.02
Type III—N	\$ 124.15
Type V—1-Hour	\$ 121.53
Type V—N	\$ 114.28

#### 6. CONVALESCENT HOSPITALS:

Type I or II F.R.*	\$ 223.32
Type II—1-Hour	\$ 154.88

Type III—1-Hour	\$ 158.75
Type V—1-Hour	\$ 149.76

#### 7. DECKS AND PORCHES:

Decks and Porches	\$ 38.97
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#### 8. DWELLINGS:

Type V—Masonry	
(Good)	\$ 185.94
(Very Good)	\$ 237.59
(Very Good - Custom)	\$ 289.24
(Luxury)	\$ 392.54
Type V—Wood Frame	
(Good)	\$ 185.94
(Very Good)	\$ 237.59
(Very Good - Custom)	\$ 289.24
(Luxury)	\$ 392.54
Basements—Semi-Finished	
(Average)	\$ 32.22
(Good)	\$ 37.22
Unfinished	
(Average)	\$ 23.36
(Good)	\$ 28.48

#### 9. FIRE STATIONS:

Type I or II F.R.	\$ 183.48
Type II—1-Hour	\$ 120.65
Type II—N	\$ 113.91
Type III—1-Hour	\$ 132.15
Type III—N	\$ 126.52
Type V—1-Hour	\$ 124.03
Type V—N	\$ 117.53

#### 10. HOMES FOR THE ELDERLY:

Type I or II F.R.	\$ 166.37
Type II—1-Hour	\$ 135.02
Type II—N	\$ 129.27
Type III—1-Hour	\$ 140.64
Type III—N	\$ 134.89
Type V—1-Hour	\$ 135.77
Type V—N	\$ 131.15

#### 11. HOSPITALS:

Type I or II F.R.*	\$ 261.79
Type III—1-Hour	\$ 216.58
Type V—1-Hour	\$ 206.71

**Mercer Island Building Valuation Data Table – CONTINUED**

**12. HOTELS AND MOTELS:**

Type I or II F.R.*	\$ 162.00
Type III—1-Hour	\$ 140.26
Type III—N	\$ 133.77
Type V—1-Hour	\$ 122.15
Type V—N	\$ 119.78

Type V—N	\$ 147.01
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**20. PUBLIC GARAGES:**

Type I or II F.R.*	\$ 78.44
Type I or II Open Parking*	\$ 58.83
Type II—N	\$ 44.84
Type III—1-Hour	\$ 59.20
Type III—N	\$ 52.83
Type V—1-Hour	\$ 54.08

**13. INDUSTRIAL PLANTS:**

Type I or II F.R.	\$ 91.30
Type II—1-Hour	\$ 63.57
Type II—N	\$ 58.33
Type III—1-Hour	\$ 69.94
Type III—N	\$ 65.95
Tilt-up	\$ 48.09
Type V—1-Hour	\$ 65.95
Type V—N	\$ 60.33

**21. RESTAURANTS:**

Type III—1-Hour	\$ 156.13
Type III—N	\$ 151.01
Type V—1-Hour	\$ 143.01
Type V—N	\$ 137.52

**14. JAILS:**

Type I or II F.R.	\$ 255.17
Type III—1-Hour	\$ 233.31
Type V—1-Hour	\$ 175.11

**22. SCHOOLS:**

Type I or II F.R.	\$ 178.36
Type II—1-Hour	\$ 121.78
Type III—1-Hour	\$ 130.27
Type III—N	\$ 125.28
Type V—1-Hour	\$ 122.03
Type V—N	\$ 116.41

**15. LIBRARIES:**

Type I or II F.R.	\$ 186.73
Type II—1-Hour	\$ 136.64
Type II—N	\$ 130.02
Type III—1-Hour	\$ 144.26
Type III—N	\$ 137.02
Type V—1-Hour	\$ 135.52
Type V—N	\$ 130.02

**23. SERVICE STATIONS:**

Type II—N	\$ 107.79
Type III—1-Hour	\$ 112.41
Type V—1-Hour	\$ 95.80
Canopies	\$ 44.84

**16. MEDICAL OFFICES:**

Type I or II F.R.*	\$ 191.72
Type II—1-Hour	\$ 147.76
Type II—N	\$ 140.51
Type III—1-Hour	\$ 160.37
Type III—N	\$ 149.26
Type V—1-Hour	\$ 144.64
Type V—N	\$ 139.64

**24. STORES:**

Type I or II F.R.*	\$ 132.15
Type II—1-Hour	\$ 80.81
Type II—N	\$ 79.19
Type III—1-Hour	\$ 98.17
Type III—N	\$ 92.18
Type V—1-Hour	\$ 82.81
Type V—N	\$ 76.44

**17. OFFICES\*\*:**

Type I or II F.R.*	\$ 171.36
Type II—1-Hour	\$ 114.66
Type II—N	\$ 109.16
Type III—1-Hour	\$ 123.65
Type III—N	\$ 118.41
Type V—1-Hour	\$ 115.91
Type V—N	\$ 109.16

**25. THEATERS:**

Type I or II F.R.	\$ 176.11
Type III—1-Hour	\$ 128.27
Type III—N	\$ 122.15
Type V—1-Hour	\$ 120.65
Type V—N	\$ 114.28

**18. PRIVATE GARAGES:**

Wood Frame	\$ 38.97
Masonry	\$ 43.84
Open Carports	\$ 26.60

**26. WAREHOUSES\*\*\*:**

Type I or II F.R.	\$ 79.31
Type II or V—1-Hour	\$ 46.96
Type II or V—N	\$ 43.97
Type III—1-Hour	\$ 53.21
Type III—N	\$ 50.71

**19. PUBLIC BUILDINGS:**

Type I or II F.R.*	\$ 197.97
Type II—1-Hour	\$ 160.37
Type II—N	\$ 153.38
Type III—1-Hour	\$ 166.49
Type III—N	\$ 160.75
Type V—1-Hour	\$ 152.25

**EQUIPMENT**

**AIR CONDITIONING:**

Commercial.....	\$ 6.74
Residential.....	\$ 5.75

**SPRINKLER SYSTEMS.....**

.....	\$ 4.12
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This fee schedule is intended for informational use only and cannot be used as a substitute for the Mercer Island City Code.



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

**AB 5994  
December 7, 2021  
Regular Business**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 5994: 2022 Comprehensive Plan and Development Code Amendment Docket	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Adopt Resolution No. 1615 setting the final docket for 2022.	

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Jeff Thomas, Interim CPD Director Alison Van Gorp, Deputy CPD Director
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	<ol style="list-style-type: none"> <li>1. Docket request submissions</li> <li>2. Preliminary Docket</li> <li>3. Staff memo to Planning Commission</li> <li>4. Planning Commission Recommendation</li> <li>5. Resolution No. 1615</li> </ol>
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

**SUMMARY**

The purpose of this agenda bill is to adopt the final docket of proposed Comprehensive Plan and code amendments for 2022. Items placed on the final docket will be added to the work plan for further consideration by staff, the Planning Commission, and the City Council in 2022. The City is under no obligation to approve proposed amendments that are added to the final docket.

**BACKGROUND**

The City has an annual opportunity for the public to propose amendments to the Comprehensive Plan and development regulations. Amendment proposals are invited each year during the month of September as described in [MICC 19.15.230\(D\)\(1\)](#). The proposed amendments are compiled, along with the City’s proposed amendments, into a docket. The docket is preliminarily reviewed by the Planning Commission and City Council for a determination on which, if any, proposed amendments will be advanced for full review in the coming year. Amendments selected by the City Council for the “final docket” are then put on the Community Planning and Development (CPD) work program for the next calendar year.

## 2022 DOCKETING PROCESS

Public notice of the opportunity to submit docket requests was provided on August 9, 2021 in the permit bulletin and on the City website, as well as on August 11, 2021 in the Mercer Island Reporter. Thirteen comprehensive plan and code amendment requests were received from the public (Exhibit 1). CPD staff have also identified three code amendments for consideration. All sixteen proposals are summarized in table format as the preliminary docket in Exhibit 2 and briefly described in Exhibit 3.

It should be noted that one docket request (item number 5 on the preliminary docket) was received after the deadline of October 1. City Code ([MICC 19.15.230\(D\)\(1\)](#)) states that “[p]roposed amendment requests received after October 1 will not be considered for the following year’s comprehensive plan and code amendment process but will be held for the next eligible comprehensive plan and code amendment process.” In addition, one docket request (item number 6 on the preliminary docket) pertains to amendments that would best be made in the building code (Title 17 in the MICC). Only proposed amendments to the comprehensive plan and the development code (Title 19 of the MICC) are eligible for docketing. Finally, one docket request (item number 11 on the preliminary docket) was already added to the 2021 docket and Planning Commission review is planned to begin on December 15, 2021. There is no need to add this item to the docket again.

## PLANNING COMMISSION REVIEW & RECOMMENDATION

On [October 27, 2021](#), the Planning Commission reviewed the proposed amendments in the preliminary docket. After deliberation, the Planning Commission voted 5-2 to approve the following 2-part recommendation (see Exhibit 4 for the full recommendation). The Planning Commission recommends that:

1. The City Council should add to the final docket the submissions numbered 1, 3, 4, 13, 14, 15, and 16 on the preliminary docket.
2. The City Council should also consider further review of the concepts included in the submissions numbered 5 and 6 on the preliminary docket. While these submissions are not eligible to be added to the final docket due to either the timing of the submission or the content of the proposed amendment, the Commission felt that the proposals have merit, and the Council should consider placing them on the City’s work plan through other avenues.

## DOCKETING CRITERIA

The City Council’s role in the docketing process is described as follows in MICC 19.15.230(D)(1)(d):

*“The city council shall review the preliminary docket at a public meeting. By December 31, the city council shall establish the final docket based on the criteria in subsection E of this section. Once approved, the final docket defines the work plan and resource needs for the following year’s comprehensive plan and code amendments.”*

The MICC states (19.15.230(E)) states that Comprehensive Plan and code amendments should only be placed on the final docket if the proposed amendment will meet the specified criteria:

*“E. Docketing Criteria. The following criteria shall be used to determine whether a proposed amendment is added to the final docket in subsection D of this section:*

1. *The request has been filed in a timely manner, and either:*
  - a. *State law requires, or a decision of a court or administrative agency has directed, such a change; or*



b. All of the following criteria are met:

- i. The proposed amendment presents a matter appropriately addressed through the comprehensive plan or the code;
- ii. The city can provide the resources, including staff and budget, necessary to review the proposal, or resources can be provided by an applicant for an amendment;
- iii. The proposal does not raise policy or land use issues that are more appropriately addressed by an ongoing work program item approved by the city council;
- iv. The proposal will serve the public interest by implementing specifically identified goals of the comprehensive plan or a new approach supporting the city's vision; and
- v. The essential elements of the proposal and proposed outcome have not been considered by the city council in the last three years. This time limit may be waived by the city council if the proponent establishes that there exists a change in circumstances that justifies the need for the amendment."

#### **CITY COUNCIL ACTION**

The threshold question for the City Council is whether the items on the preliminary docket should be further analyzed and considered by the Planning Commission, City Council, and community in 2022. The City Council is under no obligation to approve a proposed amendment if it is placed on the final docket.

Related to criterion (1)(b)(ii) above, the City Council should carefully consider the City's capacity to review docketed items in the coming year, including the workload generated by the items placed on the docket for staff, the Planning Commission, and the City Council itself.

Each item that is docketed requires substantial staff work, including research and analysis, preparation of staff reports, public notice, SEPA analysis and documentation and providing notification to state agencies. In addition, the Planning Commission typically discusses each item 2-3 times at a minimum, including a work session, a public hearing and deliberations/decision. To provide some additional context, the Planning Commission schedule includes up to 21 regularly scheduled meetings. Thus, there is a limit to the number of items that the commission can review in a year, based on simple time constraints. Also, to be considered is the City Council's capacity for review of recommended amendments, as well as the community's capacity to digest the proposals.

Even before considering any newly docketed items, the 2022 CPD work plan is already quite large, and includes the following items:

- 1) Continuing work on items docketed in 2021:
  - a) Transportation and Park Impact Fee rate studies and code amendments
  - b) Proposed amendment related to lighting and noise concerns
  - c) Proposed amendment related to permit types and noticing requirements
  - d) Amendments to the Town Center retail requirements and dimensional standards (tentative – based on action or direction at the December 7 City Council meeting)

- 2) Commencing the required periodic update to the Comprehensive Plan due for completion by June 2024. Significant work will be required on the Housing Element as well as a new Economic Development Element.
- 3) Completion of the Town Center Parking Study which may result in Comprehensive Plan and/or code amendments.
- 4) Completion of the Residential Development Standards analysis which may result in Comprehensive Plan and/or code amendments.

This work plan represents a significant amount of CPD staff time as well as Planning Commission, City Council, and public review. Staff anticipate that Planning Commission participation in the periodic comprehensive plan update will on its own require several meetings at a minimum, and will be a large focus of the commission's work in the second half of 2022.

#### **NEXT STEPS**

Once the final docket is approved, staff will schedule each of the docketed items for Planning Commission and City Council review in 2022 or beyond.

#### **RECOMMENDED ACTION**

Approve Resolution No. 1615 adopting the final docket of comprehensive plan and development code amendments for 2022.

Or, alternatively,

Approve Resolution No. 1615 [as amended] adopting the final docket of comprehensive plan and development code amendments for 2022.

# CITY OF MERCER ISLAND

## COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

PHONE: 206.275.7605 | [www.mercerisland.gov](http://www.mercerisland.gov)



## DOCKET REQUEST FORM

### PURPOSE

The City of Mercer Island is accepting requests for amendments to its comprehensive plan and development code, to be considered in 2022. Requests to amend the comprehensive plan and development code are placed on a preliminary docket of suggested amendments to be reviewed for initial consideration by the Planning Commission and City Council in the fall of 2021. Requests that are added to the final docket by the City Council will receive additional analysis and consideration in 2022. Comprehensive plan and development code amendment requests require a Docket Request Form.

A complete Docket Request Form shall be submitted to the City of Mercer Island by Friday, October 1st at 5:00 PM via email to [alison.vangorp@mercerisland.gov](mailto:alison.vangorp@mercerisland.gov) or mailed to the City of Mercer Island, Attention Alison Van Gorp, 9611 SE 36th Street, Mercer Island, WA 98040.

Prior to submitting a Docket Request Form, the applicant should meet with planning staff to ensure that applicable decision criteria are adequately addressed, and all necessary information is submitted. Docket Request forms that are determined to be incomplete will not be included in the public review process. If a request is accepted for review on the final docket, a State Environmental Policy Act (SEPA) Checklist may be required to be submitted for review.

For more information regarding this process, please review Mercer Island City Code [19.15.230](#), [19.15.250](#) and [19.15.260](#) or contact Alison Van Gorp, Deputy Director, at [alison.vangorp@mercerisland.gov](mailto:alison.vangorp@mercerisland.gov).

### CONTACT INFORMATION

Name: Carolyn Boatsman

Address: 3210 74th AVE SE, Mercer Island, WA 98040

Phone: 206-595-8579

Email: c.boatsman@comcast.net

### REQUEST INFORMATION

*Please complete a separate Docket Request Form for each item you are requesting to be added to the Docket.*

Is this request related to a specific property or zone? Yes  No

If yes, please complete the following information:

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

County Assessors Parcel No.: \_\_\_\_\_

Parcel Size (sq. ft.): \_\_\_\_\_

Is this request for a Comprehensive plan amendment or a development code amendment?

Comprehensive Plan amendment

Development Code amendment

Would you like to submit a suggestion for a comprehensive plan or development code amendment, or is this an application for a specific amendment (see [MICC 19.15.250\(C\)\(2\)](#) for more information)?

Suggestion

Application

*Please note:* applications are subject to applicable permit fees. Please see our [Land Use Approval fee schedule](#) for applicable fees.

**REQUEST DESCRIPTION**

Please provide a clear description of proposal (please add additional paper or attachments if needed):

I am requesting a docket item to amend MICC 19.10.060.A.2.a. to read:

A minimum of 50 percent of trees with a diameter of ten inches or greater, or that otherwise meet the definition of large tree, shall be retained over a rolling five-year period.

More trees should be retained for climate protection and minimizing heat island effect. At 30 percent retention, if there is only one large tree on the lot, the tree is not retained. MICC 19.10.120 specifies rounding for fractions of a tree. The following describes the small number of trees retained at 30 percent:

- 1 tree - 0 trees
- 2, 3, or 4 trees - 1 tree
- 5, 6, 7, or 8 trees - 2 trees
- 9, 10, 11 trees - 3 trees

This docket request is submitted by Carolyn Boatsman on October 1, 2021

Signature: \_\_\_\_\_

Date: October 1, 2021

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#### CONTACT INFORMATION

Name: Carolyn Boatsman

Address: 3210 74th AVE SE

Phone: 206-595-8579

Email: c.boatsman@comcast.net

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Is this request related to a specific property or zone? Yes  No

If yes, please complete the following information:

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

County Assessors Parcel No.: \_\_\_\_\_

Parcel Size (sq. ft.): \_\_\_\_\_

Is this request for a Comprehensive plan amendment or a development code amendment?

Comprehensive Plan amendment

Development Code amendment

Would you like to submit a suggestion for a comprehensive plan or development code amendment, or is this an application for a specific amendment (see [MICC 19.15.250\(C\)\(2\)](#) for more information)?

Suggestion

Application

*Please note:* applications are subject to applicable permit fees. Please see our [Land Use Approval fee schedule](#) for applicable fees.

**REQUEST DESCRIPTION**

Please provide a clear description of proposal (please add additional paper or attachments if needed):

Add a new policy to the Capital Facilities Element, Chapter V:

1.25 Develop and adopt new impact fees as part of the financing for implementation of the City's Pedestrian and Bicycle Facilities Plan. Impact fees shall only be imposed for system improvements which are reasonably related to the new development; shall not exceed a proportionate share of the costs of the system improvements reasonably related to the new development; and shall be used for system improvements that will reasonably benefit the new development.

This docket request was submitted by Carolyn Boatsman on October 1, 2021.

Signature: \_\_\_\_\_

Date: October 1, 2021

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### CONTACT INFORMATION

Name: Sarah Fletcher

Address: 2500 81st Ave SE

Phone: 206-236-3028

Email: fletchsa1@gmail.com

### REQUEST INFORMATION

*Please complete a separate Docket Request Form for each item you are requesting to be added to the Docket.*

Is this request related to a specific property or zone? Yes  No

If yes, please complete the following information:

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

County Assessors Parcel No.: \_\_\_\_\_

Parcel Size (sq. ft.): \_\_\_\_\_

Is this request for a Comprehensive plan amendment or a development code amendment?

Comprehensive Plan amendment

Development Code amendment

Would you like to submit a suggestion for a comprehensive plan or development code amendment, or is this an application for a specific amendment (see [MICC 19.15.250\(C\)\(2\)](#) for more information)?

Suggestion

Application

*Please note:* applications are subject to applicable permit fees. Please see our [Land Use Approval fee schedule](#) for applicable fees.

**REQUEST DESCRIPTION**

Please provide a clear description of proposal (please add additional paper or attachments if needed):

There is some incorrect information. The two intersections listed on "Table 1 2018 Existing Intersection Operations" North Mercer Way and 77th Ave SE and North Mercer Way and 80th Ave SE are NOT "Town Center Intersections," they are actually OUTSIDE of the Town Center. If this is not corrected, please explain why it won't be corrected? Those two intersections mentioned should be moved down the page and categorized under "Outside of Town Center Intersections" or perhaps have an additional category "Outside of Town Center Intersections (LOS C Standard)," but not categorized under "Town Center Intersections" that is not factual or correct.

Signature: Sarah Fletcher Digitally signed by Sarah Fletcher  
Date: 2021.09.13 13:24:26 -07'00'

Date: 09/11/2021



# CITY OF MERCER ISLAND

## COMMUNITY PLANNING & DEVELOPMENT

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#### PURPOSE

The City of Mercer Island is accepting requests for amendments to its comprehensive plan and development code, to be considered in 2022. Requests to amend the comprehensive plan and development code are placed on a preliminary docket of suggested amendments to be reviewed for initial consideration by the Planning Commission and City Council in the fall of 2021. Requests that are added to the final docket by the City Council will receive additional analysis and consideration in 2022. Comprehensive plan and development code amendment requests require a Docket Request Form.

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#### CONTACT INFORMATION

Name: Anjali Grant

Address: 3427 Beacon Ave S

Phone: 2065124209

Email: anjali@agrantedesign.com

#### REQUEST INFORMATION

*Please complete a separate Docket Request Form for each item you are requesting to be added to the Docket.*

Is this request related to a specific property or zone? Yes  No

If yes, please complete the following information:

Property Owner: Herzl Ner-Tamid

Address: 3700 East Mercer Way

County Assessors Parcel No.: 0824059045

Parcel Size (sq. ft.): 26,774 sf

Is this request for a Comprehensive plan amendment or a development code amendment?

Comprehensive Plan amendment  Development Code amendment

Would you like to submit a suggestion for a comprehensive plan or development code amendment, or is this an application for a specific amendment (see [MICC 19.15.250\(C\)\(2\)](#) for more information)?

Suggestion

Application

*Please note:* applications are subject to applicable permit fees. Please see our [Land Use Approval fee schedule](#) for applicable fees.

**REQUEST DESCRIPTION**

Please provide a clear description of proposal (please add additional paper or attachments if needed):  
Please see attached document.

Signature: 

Anjali Grant  
2021.09.30 08:29:42-07'00'

Date: 9/30/2021

## **DOCKET REQUEST FORM REQUEST DESCRIPTION**

***This Code Amendment proposes that the Mercer Island Municipal Code, Chapter 19 be amended to be consistent with the Mercer Island Comprehensive plan by allowing public and private schools as a permitted use in the B Business zone. (19.04.050 Business – B; B. Uses Permitted).***

There are three areas of Mercer Island where the B zone exists, all just south of the I-90 corridor: at SE 24th Street near 74th Avenue SE; at 81st Place SE and SE 28th Street; and at East Mercer Way, near SE 38th Street. The first two areas are on the borders of the Town Center; the third area is an extension of the Commercial CO zone to the west.

***Per 19.15.250, D of the Mercer Island Municipal Code, the city may approve or approve with modifications a proposal to amend this code only if:***

1. The amendment is consistent with the comprehensive plan; and
2. The amendment bears a substantial relation to the public health, safety, or welfare; and
3. The amendment is in the best interest of the community as a whole.

## **CONSISTENCY WITH COMPREHENSIVE PLAN**

Section 19.04.050 of the Mercer Island Municipal Code, as written, is in conflict with the Comprehensive Plan.

The current Comprehensive Plan explains the CO and B designations as follows (emphasis added):

*The commercial office land use designation represents commercial areas within Mercer Island, located outside of the Town Center, where the land use will be predominantly commercial office.*  
**Complementary land uses** (e.g. healthcare uses, **schools**, places of worship, etc.) **are also generally supported within this land use designation.**

Current Mercer Island Code Section 19.04.050 conflicts with this designation as it does not allow for schools.

In addition, the Comprehensive Plan includes the phrase "Education is the Key" as one of its community values and states both that Mercer Island will continue to

provide a wide range of educational services for the community's varied population, and that ***educational and religious organizations are important and integral elements of the community character and fabric***. Uses in commercial zones outside the town center are meant to be compatible with the residential character of the community; education is described as a compatible use that is encouraged.

As such, the proposed Code Amendment is consistent with the description of the Land Use designation 'Commercial Office,' as described in the Comprehensive Plan, which supports schools as a complementary use to commercial offices, as well as the educational values outlined in the Comprehensive Plan. The commercial office land use designation, as described in the comprehensive plan and accompanying map, includes both CO and B zones. Further information supporting this amendment is included as ***Appendix A*** to this document.

***SUBSTANTIAL RELATION TO THE PUBLIC HEALTH, SAFETY, OR WELFARE***

Education is vital to the health, safety and well-being of our families and is one of Mercer Island's stated community values. Similar permitted uses in the B zone include theaters; commercial recreational areas; preschools and day care centers for children up to age 12. Allowing K-12 schools in this zone increases the likelihood that future development will support the health, safety and well-being of the public.

***IN THE BEST INTEREST OF THE COMMUNITY AS A WHOLE***

The proposed Code Amendment will retain the residential character of the neighborhood. Similar permitted uses in the B zone include theaters; commercial recreational areas; preschools and day care centers for children up to age 12. Adding K-12 schools to the list of permitted uses will bring this zone into alignment and consistency with the comprehensive plan and will likely have less environmental impact on the neighborhood than many of the uses already permitted. A school community is able to implement traffic reduction strategies, such as carpooling, bus and van use, and staggered start times, and make lasting community connections.

## **APPENDIX A: ADDITIONAL INFORMATION TO SUPPORT THE REQUESTED CODE AMENDMENT**

Applicable sections of the *Mercer Island Comprehensive Plan 2015-2035* are excerpted below, with added emphasis:

### **II. LAND USE ELEMENT**

Community Values

#### **Education is the Key**

**The community and its public and private institutions are committed to provide excellence in education.**

How the Values Are Manifested

Community Services: Pride & Spirit; Excellence in Education; Recreational & Cultural Opportunities

Mercer Island will continue to provide a **wide range of education, cultural and municipal services for the community's varied population. Balanced and flexible programs will be necessary to meet the community's evolving needs in education, recreation and cultural enjoyment.** The community will maintain its broad range of quality basic services, including public safety, human services, physical development and utilities. At the same time, community leaders recognize that delivery of these services will take place in an arena of limited resources and heightened competition for tax revenues.

Residential Land Use: Residential; Environmental Stewardship; Leadership; Citizen Involvement; Neighborhood Pride

**Civic, recreation, education and religious organizations are important and integral elements of the community character and fabric. Their contribution and importance to the established community character should be reflected and respected in land use permit processes.**

**IV. LAND USE ISSUES**

Outside the Town Center

(3) Commercial Office and PBZ zones must **serve the needs of the local population while remaining compatible** with the overall residential character of the community.

**V. LAND USE POLICIES**

Outside the Town Center

GOAL 15: Mercer Island should remain principally a low density, single family residential community.

- 15.1 Existing land use policies, which strongly support the preservation of existing conditions in the single family residential zones, will continue to apply. Changes to the zoning code or development standards will be accomplished through **code amendments**.
- 15.4 As a primarily single family residential community with a high percentage of developed land, the community cannot provide for all types of land uses. Certain activities will be considered incompatible with present uses. Incompatible uses include landfills, correctional facilities, zoos and airports. **Compatible permitted uses such as education**, recreation, **open spaces**, government social services and religious activities **will be encouraged**.

**VII. LAND USE DESIGNATIONS**

Table

Land Use Designation	Implementing Zoning Designations	Description
Commercial Office	CO B	The commercial office land use designation represents commercial areas within Mercer Island, located outside of the Town Center, where the land use will be predominantly commercial office. <b><u>Complementary land uses</u></b> (e.g. healthcare uses, <b><u>schools</u></b> , places of worship, etc.) <b><u>are also generally supported within this land use designation</u></b> .

## EXISTING SCHOOLS AND ZONING

### K-12 SCHOOLS ON MERCER ISLAND

Approximately 5,200 students currently attend school on the island.

- Northwest Yeshiva High School  
50 students, private co-ed college prep
- West Mercer Elementary School  
428 students, public (MISD)
- Lakeridge Elementary  
404 students, public (MISD)
- Northwood Elementary School  
414 students, public (MISD)
- Islander Middle School  
1,030 students, public (MISD)
- French American School of Puget Sound  
426 students, private preK-8
- Island Park Elementary School  
367 students, public (MISD)
- Yellow Wood Academy  
123 students, private K-12
- St. Monica School  
201 students, private preK-8
- Privett Academy  
180 students, private 6-12
- Mercer Island High School  
1,557 students, public (MISD)

Of those, the French-American School is in the CO zone; the MISD schools are in dedicated Public Institution zones within residential neighborhoods; and the rest are in residential zones.

Below is a table showing where K-12 schools are a permitted use, where a conditional use, and where they are not allowed. They are allowed as a conditional use in all residential zones, which supports the Comprehensive Plan definition of a ***compatible use***. They are not allowed in the Town Center or in the Planned Business Zone, as more dense retail environments are encouraged. They are allowed in CO commercial office zones, supporting the Comprehensive Plan definition of a ***compatible use***, subject to design commission review and providing ¼ acre of usable open space abutting or adjacent to the site. We are seeking to add schools as a permitted use in the B Business zone.

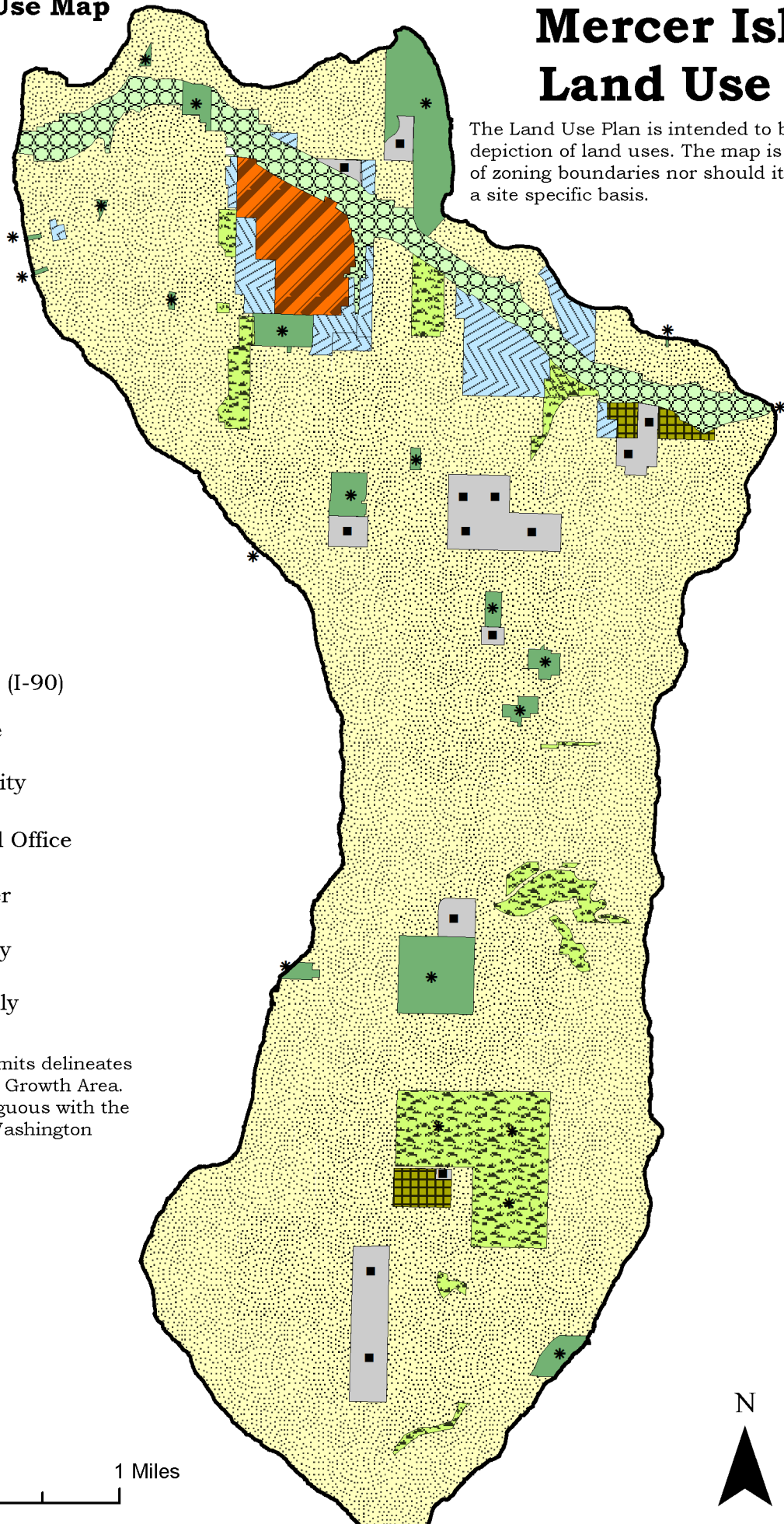
Zones	Public schools	Private schools
R-8.4, R-9.6, R-12, and R-15	<p>19.02.010 A. PERMITTED</p> <p>4. Public schools accredited or approved by the state for compulsory school attendance, subject to design commission review and all of the following conditions:</p> <p>a. All structures shall be located at least 35 feet from any abutting property and at least 45 feet from any public right-of-way.</p> <p>b. Off-street parking shall be established and maintained at a minimum ratio of one parking space per classroom with high schools providing an additional one parking space per 10 students.</p> <p>c. A one-fourth acre or larger playfield shall be provided in one usable unit abutting or adjacent to the site.</p>	<p>19.02.010 C. CONDITIONAL</p> <p>C. Conditional Uses. The following uses are permitted when authorized by the issuance of a conditional use permit when the applicable conditions set forth in this section and in MICC 19.15.040 have been met:</p> <p>2. Private schools accredited or approved by the state for compulsory school attendance, subject to conditions set out in subsection (A)(4) of this section.</p>
MF-2, MF-2L, MF-3	<p>19.03.010 B.1., C1., D.1. Any use permitted in zones R-8.4, R-9.6, R-12, and R-15.</p>	
PBZ	<p>19.04.010 B. Uses Permitted. Not listed as a Permitted Use.</p>	
CO	<p>19.04.020 A. Uses Permitted. 13. Public and private schools accredited or approved by the state for compulsory school attendance, subject to design commission review and the following conditions:</p> <p>a. A one-fourth acre or larger playfield, play surface or open space shall be provided in one usable unit abutting or adjacent to the site.</p>	
B	<p>19.04.050 B. Uses Permitted. Not listed as a Permitted Use.</p>	
Town Center (all subareas)	<p>19.11.020 Land uses, Use Table by Subarea Neither a Permitted nor a Conditional use.</p>	











Figure 1- Land Use Map

# Mercer Island Item 16. Land Use Plan

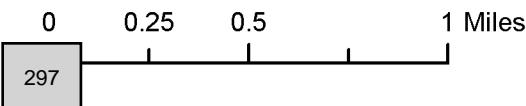
The Land Use Plan is intended to be a generalized depiction of land uses. The map is not a description of zoning boundaries nor should it be interpreted on a site specific basis.

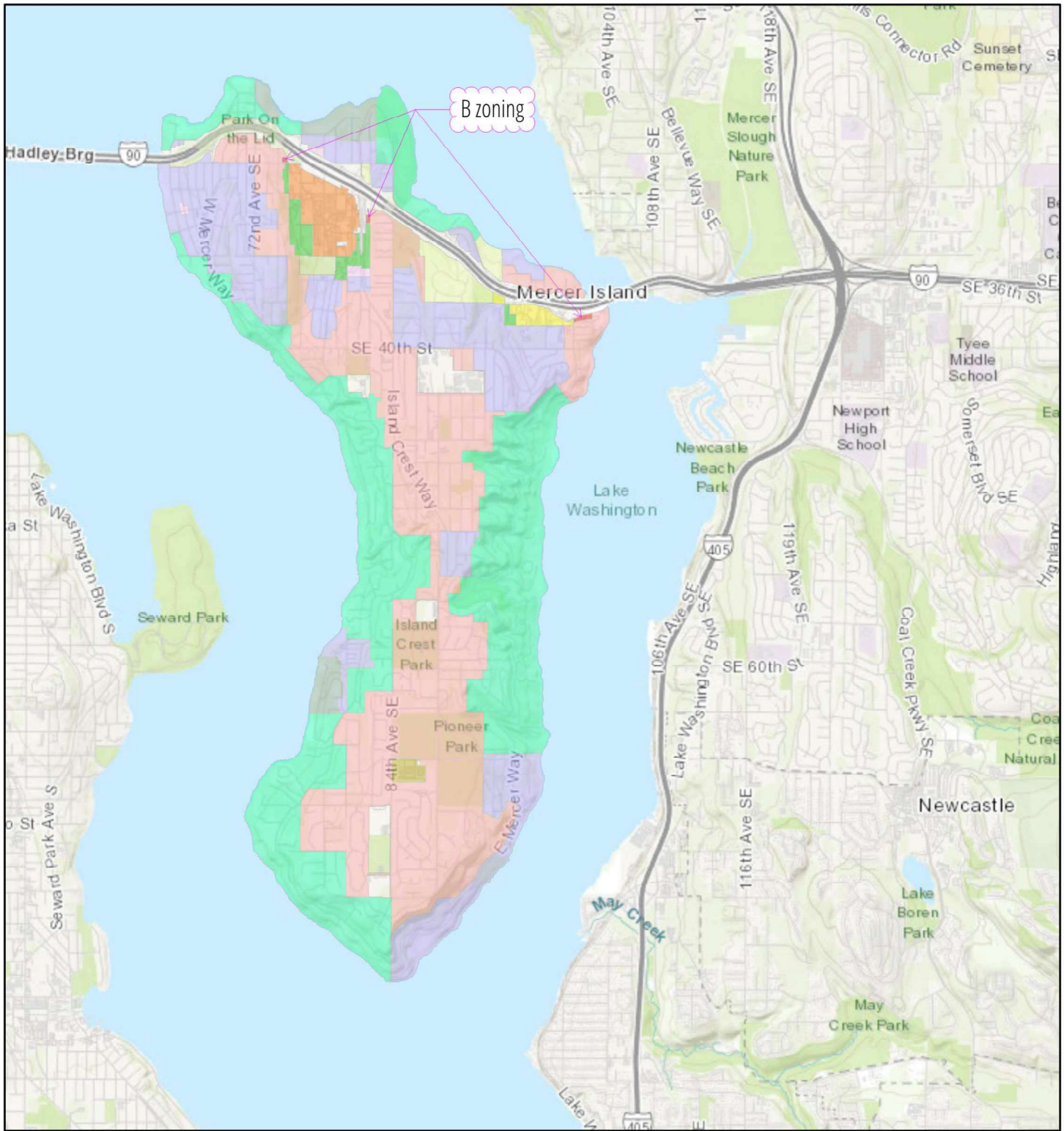


## Legend

-  Park
-  Linear Park (I-90)
-  Open Space
-  Public Facility
-  Commercial Office
-  Town Center
-  Multi-Family
-  Single Family

The Mercer Island City limits delineates the communities' Urban Growth Area. The City limits are contiguous with the Mercer Island Lake Washington Shoreline.

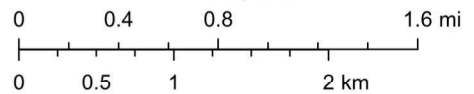




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1:72,224

Zoning	R-12	MF-3	P
B	R-15	R-8.4	
C-O	MF-2	R-9.6	
PBZ	MF-2L	TC	



Mercer Island GIS, City of Bellevue, WA, Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, USGS, NGA, FPA, USDA, NPS

# CITY OF MERCER ISLAND

## COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

PHONE: 206.275.7605 | [www.mercerisland.gov](http://www.mercerisland.gov)



### DOCKET REQUEST FORM

#### PURPOSE

The City of Mercer Island is accepting requests for amendments to its comprehensive plan and development code, to be considered in 2022. Requests to amend the comprehensive plan and development code are placed on a preliminary docket of suggested amendments to be reviewed for initial consideration by the Planning Commission and City Council in the fall of 2021. Requests that are added to the final docket by the City Council will receive additional analysis and consideration in 2022. Comprehensive plan and development code amendment requests require a Docket Request Form.

A complete Docket Request Form shall be submitted to the City of Mercer Island by Friday, October 1st at 5:00 PM via email to [alison.vangorp@mercerisland.gov](mailto:alison.vangorp@mercerisland.gov) or mailed to the City of Mercer Island, Attention Alison Van Gorp, 9611 SE 36th Street, Mercer Island, WA 98040.

Prior to submitting a Docket Request Form, the applicant should meet with planning staff to ensure that applicable decision criteria are adequately addressed, and all necessary information is submitted. Docket Request forms that are determined to be incomplete will not be included in the public review process. If a request is accepted for review on the final docket, a State Environmental Policy Act (SEPA) Checklist may be required to be submitted for review.

For more information regarding this process, please review Mercer Island City Code [19.15.230](#), [19.15.250](#) and [19.15.260](#) or contact Alison Van Gorp, Deputy Director, at [alison.vangorp@mercerisland.gov](mailto:alison.vangorp@mercerisland.gov).

#### CONTACT INFORMATION

Name: Ray Liaw

Address: 1191 Second Avenue, Suite 1800

Phone: 206.802.3842

Email: hrl@vnf.com

#### REQUEST INFORMATION

*Please complete a separate Docket Request Form for each item you are requesting to be added to the Docket.*

Is this request related to a specific property or zone? Yes  No

If yes, please complete the following information:

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

County Assessors Parcel No.: \_\_\_\_\_

Parcel Size (sq. ft.): \_\_\_\_\_

Is this request for a Comprehensive plan amendment or a development code amendment?

Comprehensive Plan amendment

Development Code amendment

Would you like to submit a suggestion for a comprehensive plan or development code amendment, or is this an application for a specific amendment (see [MICC 19.15.250\(C\)\(2\)](#) for more information)?

Suggestion

Application

*Please note:* applications are subject to applicable permit fees. Please see our [Land Use Approval fee schedule](#) for applicable fees.

**REQUEST DESCRIPTION**

Please provide a clear description of proposal (please add additional paper or attachments if needed):

I suggest that Mercer Island Municipal Code (MICC) 19.07.130.A.2. be amended to allow additions to nonconforming single family homes in certain circumstances where a critical areas study prepared by a qualified professional demonstrates that the proposed addition will result in no net loss to critical area functions and values. Specifically, I suggest amendments to MICC 19.07.130.A.2.c. so that this subsection reads as follows:

"c. If the existing legally established structure is located within a wetland or watercourse buffer, the addition may be no closer to the wetland or watercourse than a distance equal to 75 percent of the applicable standard buffer and must also be no closer to the watercourse or wetland than the existing structure; provided that an addition may be located within a distance of less than 75 percent of the applicable standard buffer for an existing legally established single-family home that is fully located within that inner 75 percent of the buffer and a critical area study demonstrates there would be no net loss to the functions and values of the wetland or watercourse as a result of the addition;"

As critical area buffers expand with each GMA update, more and more homes are rendered nonconforming and more properties become fully encumbered by those buffers. As a result of the existing code provisions in this section, minor increases to gross floor area with no adverse impact to critical areas are disallowed on properties where an existing legally established home is located within 75 percent of the distance of the applicable standard buffer. This approach does not serve to protect critical areas because the buffer has already been significantly disturbed, and provided that any addition is not closer to the watercourse or wetland than the existing structure and does not cause net less to critical area functions and values, this limitation limits the reasonable use of legal nonconforming structures.

The suggested amendment allows for modest flexibility to make minor additions to existing, legally established single-family homes that cannot meet the 75 percent distance limitation and where such modifications result in no net loss to the functions and values of the critical area. Additions would still be limited by the other subsections of MICC 19.07.130(A)(2), including a cumulative limit of 200 feet and no expansions in or over wetlands or watercourses. The intent of the code - to protect critical areas - is preserved.

Signature: \_\_\_\_\_

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

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### PURPOSE

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For more information regarding this process, please review Mercer Island City Code [19.15.230](#), [19.15.250](#) and [19.15.260](#) or contact Alison Van Gorp, Deputy Director, at [alison.vangorp@mercerisland.gov](mailto:alison.vangorp@mercerisland.gov).

### CONTACT INFORMATION

Name: Callie Ridolfi

Address: 3432 72nd Avenue SE

Phone: 206-403-8188

Email: callieridolfi@gmail.com

### REQUEST INFORMATION

*Please complete a separate Docket Request Form for each item you are requesting to be added to the Docket.*

Is this request related to a specific property or zone?

Yes

No

If yes, please complete the following information:

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

County Assessors Parcel No.: \_\_\_\_\_

Parcel Size (sq. ft.): \_\_\_\_\_

Is this request for a Comprehensive plan amendment or a development code amendment?

Comprehensive Plan amendment

Development Code amendment

Would you like to submit a suggestion for a comprehensive plan or development code amendment, or is this an application for a specific amendment (see [MICC 19.15.250\(C\)\(2\)](#) for more information)?

Suggestion

Application

*Please note:* applications are subject to applicable permit fees. Please see our [Land Use Approval fee schedule](#) for applicable fees.

**REQUEST DESCRIPTION**

Please provide a clear description of proposal (please add additional paper or attachments if needed):

Request development code consideration to require electric sources for space heating in new construction of commercial and multi-family buildings.

Signature: Caridajc

Date: September 28, 2021

# CITY OF MERCER ISLAND

COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

PHONE: 206.275.7605 | [www.mercerisland.gov](http://www.mercerisland.gov)



## CITY USE ONLY

Item 16.

PROJECT#

RECEIPT #

FEE

Date Received:

Received By:

### DEVELOPMENT APPLICATION

STREET ADDRESS/LOCATION		ZONE
COUNTY ASSESSOR PARCEL #'S		PARCEL SIZE (SQ. FT.)
PROPERTY OWNER (required)	ADDRESS (required)	CELL/OFFICE (required) E-MAIL (required)
PROJECT CONTACT NAME Daniel Thompson	ADDRESS 7265 N. Mercer Way Mercer Island, WA 98040	CELL/OFFICE 206-919-3266 E-MAIL danielthompson@hotmail.com
TENANT NAME	ADDRESS	CELL PHONE E-MAIL

**DECLARATION:** I HEREBY STATE THAT I AM THE OWNER OF THE SUBJECT PROPERTY OR I HAVE BEEN AUTHORIZED BY THE OWNER(S) OF THE SUBJECT PROPERTY TO REPRESENT THIS APPLICATION, AND THAT THE INFORMATION FURNISHED BY ME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

DATE

PROPOSED APPLICATION(S) AND CLEAR DESCRIPTION OF PROPOSAL (PLEASE USE ADDITIONAL PAPER IF NEEDED):  
See attached suggested Residential Development Code Amendments I through VI.

ATTACH RESPONSE TO DECISION CRITERIA IF APPLICABLE

CHECK TYPE OF LAND USE APPROVAL REQUESTED:

APPEALS	DEVIATIONS	SUBDIVISION SHORT PLAT
<input type="checkbox"/> Building	<input type="checkbox"/> Changes to Antenna requirements	<input type="checkbox"/> Short Plat- Two Lots
<input type="checkbox"/> Code Interpretation	<input type="checkbox"/> Changes to Open Space	<input type="checkbox"/> Short Plat- Three Lots
<input type="checkbox"/> Land use	<input type="checkbox"/> Seasonal Development Limitation Waiver	<input type="checkbox"/> Short Plat- Four Lots
<input type="checkbox"/> Right-of-Way Use		<input type="checkbox"/> Short Plat- Deviation of Acreage Limitation
CRITICAL AREAS	ENVIRONMENTAL REVIEW (SEPA)	OTHER LAND USE
<input type="checkbox"/> Critical Area Review 1 (Hourly Rate 2hr Min)	<input type="checkbox"/> SEPA Review (checklist)- Minor	<input type="checkbox"/> Short Plat- Amendment
<input type="checkbox"/> Critical Area Review 2 (Determination)	<input type="checkbox"/> SEPA review (checklist)- Major	<input type="checkbox"/> Short Plat- Final Plat
<input type="checkbox"/> Reasonable Use Exception	<input type="checkbox"/> Environmental Impact Statement	SHORELINE MANAGEMENT
DESIGN REVIEW	<input type="checkbox"/> Exemption	<input type="checkbox"/> Accessory Dwelling Unit
<input type="checkbox"/> Pre Design Meeting	<input type="checkbox"/> Permit Revision	<input type="checkbox"/> Code Interpretation Request
<input type="checkbox"/> Design Review (Code Official)	<input type="checkbox"/> Shoreline Variance	<input type="checkbox"/> Comprehensive Plan Amendment (CPA)
<input type="checkbox"/> Design Commission Study Session	<input type="checkbox"/> Shoreline Conditional Use Permit	<input type="checkbox"/> Conditional Use (CUP)
<input type="checkbox"/> Design Review- Design Commission- Exterior Alteration	<input type="checkbox"/> Substantial Development Permit	<input type="checkbox"/> Lot Line Revision
<input type="checkbox"/> Design Review- Design Commission- New Building	SUBDIVISION LONG PLAT	<input type="checkbox"/> Noise Exception
<b>WIRELESS COMMUNICATIONS FACILITIES</b>	<input type="checkbox"/> Long Plat- Preliminary	<input type="checkbox"/> Reclassification of Property (Rezoning)
<input type="checkbox"/> Wireless Communications Facilities- 6409 Exemption	<input type="checkbox"/> Long Plat- Alteration	<input type="checkbox"/> Transportation Concurrence (see supplemental application form)
<input type="checkbox"/> New Wireless Communication Facility	<input type="checkbox"/> Long Plat- Final Plat	<input type="checkbox"/> Planning Services (not associated with a permit or review)
	VARIANCES (Plus Hearing Examiner Fee)	<input checked="" type="checkbox"/> Zoning Code Text Amendment
	<input type="checkbox"/> Variance	<input type="checkbox"/> Request for letter
		<input type="checkbox"/> Temporary Commerce on Public Property

## I

### SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.02.020 Residential Development Standards

MICC 19.02.020(D)(2)(a) Gross Floor Area

**Suggested Code Amendment:**

I suggest MICC 19.02.020(D)(2)(a) be amended to reduce ceiling height from 12 feet to 10 feet before it is counted as clerestory space at 150% of GFA.

**Analysis:**

The Citizens and Council spent approximately three years rewriting the Residential Development Code. A primary motivation in the rewrite was to deal with citizen concern over “massing”, or what citizens considered out-of-scale residential development, which the Planning Commission addressed as Gross Floor Area to Lot Area Ratio (GFAR).

One of the factors that increased GFAR and led to the code rewrite was Administrative Interpretation 13-01 that allowed all clerestory space to be counted as 100% GFA.

Massing is a three-dimensional concept based on the exterior volume of the house. Whether interior space is counted as GFA or not, it is a reality in the exterior volume, or massing, of the house. GFA, meanwhile, is a two-dimensional term subject to exemption.

Ten-foot ceiling height is the industry standard for a maximum non-cathedral ceiling. The Planning Commission never recommended a 12-foot ceiling height in its recommendation to the Council, but recommended 10 feet. 12 feet was the sudden recommendation of former council member Dan Grausz at the Council’s final adoption hearing for the new Residential Development Code.

A ceiling height of 12 feet, before counting as clerestory space, allows each floor of a two-story house to increase its interior and exterior volume by 20%, directly contrary to the goals of the RDS. Furthermore, it creates a much greater need for heating and cooling, and is contrary to the purposes of green building standards.



## II

### SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.02.020 Residential Development Standards

MICC 19.02.020(D)(2) Gross Floor Area

MICC 19.16.010(G)(2)(b) Gross Floor Area Exemption for Covered Decks on the First Level

#### **Suggested Code Amendment:**

I suggest MICC 19.02.020(D)(2) be amended to include exterior covered decks in the definition of Gross Floor Area, which presently only references exterior walls even though covered decks on levels above the first level are counted towards the GFA limit.

I further suggest that MICC 19.02.020(D)(2) and 19.16.010(G)(2)(b) be amended to include covered porches on the first level in the calculation of Gross Floor Area.

#### **Analysis:**

The Citizens and Council spent approximately three years rewriting the Residential Development Code. A primary motivation in the rewrite was to deal with citizen concern over “massing”, or what citizens considered out of scale residential development, which the Planning Commission addressed as Gross Floor Area to Lot Area Ratio (GFAR).

One of the main actions in the new Residential Development Code was to remove discretion from the City Planning Department (Development Services Group at that time, now Community Planning Department), especially when it came to deviations and variances. Unfortunately, that led the prior director to simply amend the entire code when attempting to address a request from a citizen for relief from the Code.

One of these Amendments was to exempt covered decks on the first level from the GFA limits because the applicant wished to have a covered barbecue area. Instead, the code amendment exempts all covered decks on the first level from the GFA limit.

There is very little difference in massing between a deck with a railing and roof from a room. The only difference is a window. Exempting first level decks from GFA limits greatly expands the massing of the house.

To be fair to Evan Maxim, amending this definition to limit its scope was on his agenda before his departure.

A homeowner already has the benefit of an 18-inch eave that is exempt from the GFA limit. At most, any barbecue area that needed to be sheltered from the elements would be 5'x 5', or 25 square feet. I suggest that covered decks on the first level be counted in their entirety towards the GFA limit, or in the alternative a 25-foot exemption be allowed for a barbecue area.

### III

## SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.02.020 Residential Development Standards

MICC 19.02.020(c)(2)(a)(iii) Yards for Waterfront Lots

MICC 19.02.040(D)(1) Garages and Carports/Yard Intrusion

#### Suggested Code Amendment:

I suggest MICC 19.02.040(D)(1) be eliminated. In the alternative, I suggest that MICC 19.02.040(D)(1) not be applicable to a waterfront lot if the waterfront lot has switched its front and rear yards subject to MICC 19.02.020(c)(2)(a)(iii).

#### Analysis:

MICC 19.02.020(c)(2)(a)(iii) allows a waterfront lot to switch its front and rear yard because the Department of Ecology requires a 25-foot buffer between the structure and the ordinary high water mark.

However, MICC 19.02.040(D)(1) allows garages and carports to be built within 10 feet of the property line of the *front* yard if there is more than 4 vertical feet difference as measured between the bottom wall of the building and ground elevation of the front yard property line where such property is closest to the building.

Ideally, 19.02.040(D)(1) should be eliminated. It is a building or structure above the ground level that extends into the yard setback. However, in the alternative, 19.02.040(D)(1) should not be available to waterfront lots that have flipped their front and rear yards pursuant to 19.02.020(c)(2)(a)(iii) because essentially it reduces the yard between the upper house to 10 feet. The effect of this provision can easily be seen as one takes a boat around Lake Washington. The waterfront house and the house directly behind look as though they are one contiguous property.

## IV

### SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.02.020 Residential Development Standards

MICC 19.02.020(D)(3)(b) Gross Floor Area Incentives for ADU's

#### Suggested Code Amendment:

I suggest limiting the Gross Floor Area Incentives for ADU's in MICC 19.02.020(D)(3)(b) to lots 8,400 square feet or smaller.

#### Analysis:

One of the primary purposes of the rewrite of the Residential Development Code was to address the massing and out of scale development in the smaller lot neighborhoods, with lots 8,400 square feet and less. MICC 19.02.020(D)(3)(b) allows a lot 10,000 square feet or less to have up to 5% additional Gross Floor Area for an ADU. (19.02.020(D)(3)(a) already allows a lot 7,500 sf lot or below an additional 5% GFA or 3,000 sf for either an ADU or the main house.)

A 10,000-square foot lot that can have a 4,000-square foot house does not need an additional 5% Gross Floor Area for an ADU. The primary tool used by the Planning Commission to reduce massing and out-of-scale residential development was to reduce GFAR from 45% to 40%, except this provision is directly contrary to that goal.

MICC 19.02.020(D)(3)(b) should be amended to limit the 5% additional GFA to lots 8,400 square feet and less.

## V

### SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.02.020 Residential Development Standards

MICC 19.15.030 (Table A) Land Use Review Type Classification

#### Suggested Code Amendment:

I suggest amending MICC 19.15.030 (Table A) to change the land use type of the following permit actions:

- Seasonal Development Limitation Waiver from Type I to Type II
- Tree Removal Permit from Type I to Type II
- Final Short Plat from Type I to Type II (or in the alternative, Notice to Parties of Record)
- Lot Line Revision from Type II to Type III
- Setback Deviations from Type II to Type III

#### Analysis:

One of the major goals of the Residential Code rewrite was to provide greater notice and citizen participation in the permitting process. Two significant actions were requiring public notice of development permits, and 30 days notice for all permits, rather than the minimum 14 days.

However, shortly after the new code was adopted, the director of the Development Services Group at that time drafted an entirely new permit *typing* system that created four different types. This system created a new land use term that has no legal meaning called “public notification” that simply requires posting the application on the City’s online permit bulletin, which very few citizens read or follow.

The new permit typing system created four categories: I, II, III, and IV. Unfortunately, Type I permits require notice, public notice, or public notification at all, and Type II permits only receive public notification of the application on the City’s Online Permit Bulletin.

- A waiver from the Seasonal Development Limitation on Development has recently been an issue of inquiry. This is a significant waiver, and there should at least be public notification, which costs the City nothing.

- Tree removal permits should at least receive public notification. The citizens and neighbors are the eyes and ears of the Planning Department. The Island Arborist and Code Enforcement Officer are underfunded, or rarely have time to review tree removal, and just as importantly required tree replacement. Moving tree removal permits from Type I to Type II would give the citizens a way to at least have a resource to determine whether the removal of a tree in their neighborhood has been permitted. There would be no cost to the city.
- Final short plats often have some modification from the preliminary approval. As a result, they should have public notification as a Type II permit, or in the alternative written notice to parties of record. There would be no cost to the city.
- A Lot Line Revision is a significant action and should receive public notice as a Type III permit.
- Setback deviations are very significant impacts to the neighbors and should receive Type III public notice as opposed to Type II notification.

## VI

### SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.02.020 Residential Development Standards

MICC 19.02.020(G)(2)(a) and (b) Parking Requirements

#### **Suggested Code Amendment:**

I suggest that MICC 19.02.020(G)(2)(a) and (b) be amended to reduce house GFA from 3,000 sf to 2,000 sf in order to reduce covered parking spaces to one covered and one uncovered space.

#### **Analysis:**

During the Residential Development Code rewrite, parking requirements for residential houses were reduced based upon the square footage of the house pursuant to MICC 19.02.020(G)(2)(a) and (b). This was a very contentious amendment. Ironically, many builders are hesitant to not build a 3-car garage on Mercer Island since many of their first-time home buyers come from off-island to the east, where a 3-car garage is common.

A 3,000 sf home is quite large. For example, I have raised two children in a 2,700 sf house with a 3-car garage on Mercer Island. A 3,000 sf house can accommodate a two-covered garage space.

Ancillary issues from reducing parking requirements for houses 3,000 feet and below that were not well-discussed during the Residential Code rewrite include:

1. Mercer Island effectively has no intra-island transit. The 201 that circled the Mercers was eliminated because of low ridership, in part because it is very difficult for citizens to even get up their steep drives to one of the Mercers, and the 201 was very slow.
2. One covered garage space is usually required for the three different bins – garbage, recycle, and yard waste – plus storage of bikes, skis, tools, and other personal equipment. For the first 16 years I lived in a small house on First Hill with a one-car garage, which effectively was a zero-car garage since there was too much stuff in the garage to park a car in it. This effectively moves either cars, or items such as garbage bins, out into the yard and street.

3. Since Mercer Island residential neighborhoods have few sidewalks, cars parked along the street push kids walking to the school bus out into the middle of the road. This is especially problematic when it is dark.
4. Overflow street parking in the residential neighborhoods makes dedicated bike paths almost impossible, including on the Mercers. Not unlike the Town Center that only requires one parking stall per unit, reducing parking requirements simply subsidizes builders by shifting parking from onsite to the street.

The original intent was to ameliorate the reduction in GFAR limits in the new code. A resident would convert one parking space to living area. However, a 3,000 sf house simply does not need this incentive, and the GFA necessary to qualify for reduced parking should be reduced from 3,000 sf to 2,000 sf.



# CITY OF MERCER ISLAND

## COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

PHONE: 206.275.7605 | [www.mercerisland.gov](http://www.mercerisland.gov)



## DOCKET REQUEST FORM

### PURPOSE

The City of Mercer Island is accepting requests for amendments to its comprehensive plan and development code, to be considered in 2022. Requests to amend the comprehensive plan and development code are placed on a preliminary docket of suggested amendments to be reviewed for initial consideration by the Planning Commission and City Council in the fall of 2021. Requests that are added to the final docket by the City Council will receive additional analysis and consideration in 2022. Comprehensive plan and development code amendment requests require a Docket Request Form.

A complete Docket Request Form shall be submitted to the City of Mercer Island by Friday, October 1st at 5:00 PM via email to [alison.vangorp@mercerisland.gov](mailto:alison.vangorp@mercerisland.gov) or mailed to the City of Mercer Island, Attention Alison Van Gorp, 9611 SE 36th Street, Mercer Island, WA 98040.

Prior to submitting a Docket Request Form, the applicant should meet with planning staff to ensure that applicable decision criteria are adequately addressed, and all necessary information is submitted. Docket Request forms that are determined to be incomplete will not be included in the public review process. If a request is accepted for review on the final docket, a State Environmental Policy Act (SEPA) Checklist may be required to be submitted for review.

For more information regarding this process, please review Mercer Island City Code [19.15.230](#), [19.15.250](#) and [19.15.260](#) or contact Alison Van Gorp, Deputy Director, at [alison.vangorp@mercerisland.gov](mailto:alison.vangorp@mercerisland.gov).

### CONTACT INFORMATION

Name: Ted Weinberg

Address: 8445 W Mercer Way, Mercer Island, WA 98040

Phone: 206-919-3749

Email: tedweinberg@comcast.net

### REQUEST INFORMATION

*Please complete a separate Docket Request Form for each item you are requesting to be added to the Docket.*

Is this request related to a specific property or zone? Yes  No

If yes, please complete the following information:

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

County Assessors Parcel No.: \_\_\_\_\_

Parcel Size (sq. ft.): \_\_\_\_\_

Is this request for a Comprehensive plan amendment or a development code amendment?

Comprehensive Plan amendment  Development Code amendment

Would you like to submit a suggestion for a comprehensive plan or development code amendment, or is this an application for a specific amendment (see [MICC 19.15.250\(C\)\(2\)](#) for more information)?

Suggestion

Application

*Please note:* applications are subject to applicable permit fees. Please see our [Land Use Approval fee schedule](#) for applicable fees.

**REQUEST DESCRIPTION**

Please provide a clear description of proposal (please add additional paper or attachments if needed):

Mercer Island's Comprehensive Plan currently references the Bicycle and Pedestrian Facilities Plan in several places. It does not, however, specify how often that plan needs to be updated. The City's current Bicycle and Pedestrian Facilities Plan was last updated 11 years ago. Among other issues, the current plan does not factor in the many opportunities and challenges being introduced by the arrival of light rail. As the light rail station is expected to open on-schedule in 2023, we have an imminent need to update the Bicycle and Pedestrian Facilities Plan and factor in how bicycle and pedestrian traffic will interface with the light rail station.

So, for the purpose of making cycling, walking, and other forms of active transportation on Mercer Island safer and more efficient, and to ensure that the Bicycle and Pedestrian Plan stays up-to-date with future significant developments on the island, I propose the following comprehensive plan amendment:

In Section VI "Implementation Strategies" of the Transportation element of the Comprehensive Plan, under the heading "Planning - Standards, Policies, and Programs," add two new bullet points as follows:

- \* Update the City's Bicycle and Pedestrian Facilities Plan to maximize transportation options associated with the arrival of light rail service to Mercer Island.
- \* Update the City's Bicycle and Pedestrian Facilities Plan no less frequently than every 8 years.

Signed: Ted Weinberg and Carolyn Boatsman

Date: 9/30/2021

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

## 2022 Preliminary Comprehensive Plan and Code Amendment Docket

Item No.	Proposed By	Potentially Affected Section, Goal or Policy	Summary of Proposal
1	Carolyn Boatsman	Residential Tree Code (MICC 19.10.060(A)(2)(a))	The amendment would increase the tree retention requirement from 30% to 50% of trees with a diameter of 10 inches or greater.
2	Carolyn Boatsman	Comprehensive Plan – Capital Facilities Element	The amendment would add a new policy requiring the adoption of impact fees to help finance implementation of the City’s Pedestrian and Bicycle Facilities Plan.
3	Sarah Fletcher	Comprehensive Plan – Transportation Element	This amendment would recategorize two intersections from “Town Center Intersections” to “Outside of Town Center Intersections”.
4	Herzl Ner-Tamid	Business Zone Regulations (MICC 19.04.050(B))	This amendment would add public and private schools to the list of allowed uses in the Business zone.
5	Ray Liaw	Critical Areas Regulations (MICC 19.07.130(A)(2))	This amendment would allow additions to nonconforming single-family homes located in wetland or watercourse buffers, when there is no net loss to critical area functions and values.
6	Callie Ridolfi	Town Center (MICC 19.11) Multi-Family (MICC 19.03) Commercial (MICC 19.04)	This amendment would require electric sources for space heating in new construction of commercial and multi-family buildings.
7	Daniel Thompson	Residential Development Standards (MICC 19.02.020(D)(2)(a) Gross Floor Area)	This amendment would reduce ceiling height from 12 feet to 10 feet before it is counted as clerestory space at 150% of gross floor area (GFA).
8	Daniel Thompson	Residential Development Standards (MICC 19.02.020(D)(2) and 19.02.020(G)(2))	This amendment would include exterior covered decks in the definition of GFA and include covered porches on the first level in the calculation of GFA.
9	Daniel Thompson	Residential Development Standards (MICC 19.02.040(D)(1) Garages and Carports)	This amendment would either eliminate the ability to build garages and carports within 10 feet of the property line of the front yard, or, alternatively, eliminate this option for waterfront lots that have flipped their front and back yards per MICC 19.02.020(c)(2)(a)(iii).
10	Daniel Thompson	Residential Development Standards (MICC 19.02.020(D)(3)(b) Gross Floor Area Incentives for ADUs)	This amendment would limit the GFA incentives for ADUs to lots 8,400 square feet or smaller.

11	Daniel Thompson	Administrative Code (MICC 19.15.030 Land Use Review Type Classification)	This amendment would change the type classifications of several permit actions, with the effect of adding public notification or public notice requirements to these actions.
12	Daniel Thompson	Residential Development Standards (MICC 19.02.020(G)(2)(a) and (b) Parking Requirements)	This amendment would reduce the threshold for requiring only 2 parking spaces (1 covered and 1 uncovered) from 3,000 square feet to 2,000 square feet.
13	Ted Weinberg and Carolyn Boatsman	Comprehensive Plan – Transportation Element	This amendment would add two new policies requiring the Bicycle and Pedestrian Facilities Plan to be updated related to the arrival of light rail service in Mercer Island, and then at least every 8 years.
14	City Staff	MICC 19.16.010 definitions, possibly other sections of the development code.	This amendment will adopt permanent regulations that remove the previous limitation on unrelated persons cohabitating.
15	City Staff	MICC 19.16.010 definitions, possibly other sections of the development code.	This amendment will adopt permanent regulations that allow up to eight people to be served in Adult Family Homes.
16	City Staff	MICC 19.16.010 definitions, possibly other sections of the development code.	This amendment will adopt permanent regulations allowing transitional and permanent supportive housing in zones where residential homes or hotels are allowed.

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## COMMUNITY PLANNING & DEVELOPMENT

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## PLANNING COMMISSION

**To:** Planning Commission  
**From:** Alison Van Gorp, Deputy CPD Director  
**Date:** October 21, 2021  
**RE:** 2022 Comprehensive Plan and Development Code Amendment Preliminary Docket

### SUMMARY

The City has an annual opportunity for the public to propose amendments to the Comprehensive Plan and development regulations. The proposed amendments are compiled, along with the City's proposed amendments, on a docket. The docket is preliminarily reviewed by the Planning Commission and City Council for a determination on which, if any, proposed amendments will be advanced for full review in the coming year. Amendments selected by the City Council for the "final docket" are then put on the Community Planning and Development (CPD) work program for the next calendar year.

### COMPREHENSIVE PLAN DOCKET PROCESS AND CRITERIA

#### Docketing - Procedure:

The Mercer Island City Code (MICC) describes the formal process in section 19.15.230 MICC:

*"D. Docketing of Proposed Amendments. For purpose of this section, docketing refers to compiling and maintaining a list of suggested changes to the comprehensive plan in a manner that will ensure such suggested changes will be considered by the city and will be available for review by the public. The following process will be used to create the docket:*

*1. Preliminary Docket Review. By September 1, the city will issue notice of the annual comprehensive plan amendment cycle for the following calendar year. The amendment request deadline is October 1. Proposed amendment requests received after October 1 will not be considered for the following year's comprehensive plan amendment process but will be held for the next eligible comprehensive plan amendment process.*

*a. The code official shall compile and maintain for public review a list of suggested amendments and identified deficiencies as received*

*throughout the year.*

*b. The code official shall review all complete and timely filed applications proposing amendments to the comprehensive plan or code and place these applications and suggestions on the preliminary docket along with other city-initiated amendments to the comprehensive plan or code.*

*c. The planning commission shall review the preliminary docket at a public meeting and make a recommendation on the preliminary docket to the city council each year.*

*d. The city council shall review the preliminary docket at a public meeting. By December 31, the city council shall establish the final docket based on the criteria in subsection E of this section. Once approved, the final docket defines the work plan and resource needs for the following year's comprehensive plan and code amendments."*

Public notice of the opportunity to submit docket requests was provided on August 9, 2021 in the permit bulletin and on the city website, as well as on August 11, 2021 in the Mercer Island Reporter. Thirteen comprehensive plan and code amendment proposals were received from the public. CPD staff have also identified three code amendments for consideration. All sixteen proposals are described below, and the original submissions are included as Attachment 2. It should be noted that three of the docket requests were received after the published deadline of October 1 at 5:00pm. Two were received later in the evening on October 1 (at 10:56pm), and one was received on October 15. City Code (MICC 19.15.230) states that "[p]roposed amendment requests received after October 1 will not be considered for the following year's comprehensive plan and code amendment process but will be held for the next eligible comprehensive plan and code amendment process." Thus, the request received on October 15 is not eligible for consideration for the 2022 docket.

#### Docketing – Criteria:

Proposed comprehensive plan and code amendments should only be recommended for the final docket if the amendment will meet the criteria in MICC 19.15.230(E):

*"E. Docketing Criteria. The following criteria shall be used to determine whether a proposed amendment is added to the final docket in subsection D of this section:*

*1. The request has been filed in a timely manner, and either:*

*a. State law requires, or a decision of a court or administrative agency has directed, such a change; or*

*b. All of the following criteria are met:*

*i. The proposed amendment presents a matter appropriately addressed through the comprehensive plan or the code;*

*ii. The city can provide the resources, including staff and budget, necessary to review the proposal, or resources can be provided by an applicant for an amendment;*

iii. The proposal does not raise policy or land use issues that are more appropriately addressed by an ongoing work program item approved by the city council;

iv. The proposal will serve the public interest by implementing specifically identified goals of the comprehensive plan or a new approach supporting the city's vision; and

v. The essential elements of the proposal and proposed outcome have not been considered by the city council in the last three years. This time limit may be waived by the city council if the proponent establishes that there exists a change in circumstances that justifies the need for the amendment.”

## PROPOSED AMENDMENTS

The proposed amendments are summarized in the preliminary docket (Attachment 1) and are also described below. The full amendment proposals submitted by community members are included in Attachment 2.

### Proposed Amendment 1

**Proposed By:** Carolyn Boatsman

**Comprehensive Plan or Code Section:** Residential Tree Code (MICC 19.10.060(A)(2)(a))

**Proposal Summary:** The amendment would increase the tree retention requirement from 30% to 50% of trees with a diameter of 10 inches or greater.

**Staff Comments:** This proposal would likely result in additional tree retention on development sites. However, on many development sites it would also likely reduce the available space and/or limit the configuration or size of new/redeveloped homes.

*Note: This request was received after the deadline, on October 1 at 10:56pm.*

### Proposed Amendment 2

**Proposed By:** Carolyn Boatsman

**Comprehensive Plan or Code Section:** Comprehensive Plan – Capital Facilities Element

**Proposal Summary:** The amendment would add a new policy requiring the adoption of impact fees to help finance implementation of the City's Pedestrian and Bicycle Facilities Plan.

**Staff Comments:** State law authorizes local jurisdictions to adopt certain types of impact fees to offset a portion of the cost of providing infrastructure for new development. [RCW 82.02.050 - .110](#) and [WAC 365-196-850](#) authorize jurisdictions planning under the Growth Management Act (GMA) to impose four types of impact fees: 1) transportation, 2) parks and recreation, 3) schools and 4) fire protection facilities.

Transportation impact fees must be used for “public streets and roads” that are addressed by a capital facilities plan element of a comprehensive plan. While transportation impact fees can be used for multi-modal improvements within the street right-of-way, including sidewalks and bike lanes, local jurisdictions are not authorized to adopt an impact fee that is specific to pedestrian and bicycle improvements alone.

In Mercer Island, the transportation impact fee is already being used to fund pedestrian and bicycle facilities.

*This request was received after the deadline, on October 1 at 10:56pm.*

#### Proposed Amendment 3

**Proposed By:** Sarah Fletcher

**Comprehensive Plan or Code Section:** Comprehensive Plan – Transportation Element

**Proposal Summary:** This amendment would recategorize two intersections from “Town Center Intersections” to “Outside of Town Center Intersections”.

**Staff Comments:** none.

#### Proposed Amendment 4

**Proposed By:** Herzl Ner-Tamid

**Comprehensive Plan or Code Section:** Business Zone Regulations (MICC 19.04.050(B))

**Proposal Summary:** This amendment would add public and private schools to the list of allowed uses in the Business zone.

**Staff Comments:** none.

#### Proposed Amendment 5

**Proposed By:** Ray Liaw

**Comprehensive Plan or Code Section:** Critical Areas Regulations (MICC 19.07.130(A)(2))

**Proposal Summary:** This amendment would allow additions to nonconforming single-family homes located in wetland or watercourse buffers, when there is no net loss to critical area functions and values.

**Staff Comments:** The existing code language prohibits any additions to buildings within critical area buffers, even if the addition does not expand the building footprint (e.g. adding space on a second level, above existing ground floor space). Staff have inquired with the city’s environmental/biological consultants who have conveyed that additions that do not expand the building footprint have no impacts on critical areas or buffers, so this prohibition is not necessary from the perspective of “best available science”. Staff are aware of a handful of proposed residential additions that have been stymied by this code provision.

*Note: This request was received after the deadline, on October 15, and is not eligible to be considered for the this year’s docket.*

#### Proposed Amendment 6

**Proposed By:** Callie Ridolfi

**Comprehensive Plan or Code Section:** Town Center (MICC 19.11), Multi-Family (MICC 19.03), Commercial (MICC 19.04)



**Proposal Summary:** This amendment would require electric sources for space heating in new construction of commercial and multi-family buildings.

**Staff Comments:** This provision would go beyond the energy code requirements adopted by the City with the state building code amendments in January 2021. State law allows local jurisdictions to adopt more stringent provisions than the state building codes for commercial and multi-family buildings. The City of Seattle and a few other west coast cities have adopted similar provisions recently.

*Note: This amendment would be best placed in the building code (MICC Title 17). The docketing process is only open to comprehensive plan amendments and amendments to the development code.*

#### Proposed Amendment 7

**Proposed By:** Daniel Thompson

**Comprehensive Plan or Code Section:** Residential Development Standards (MICC 19.02.020(D)(2)(a) Gross Floor Area)

**Proposal Summary:** This amendment would reduce ceiling height from 12 feet to 10 feet before it is counted as clerestory space at 150% of gross floor area (GFA).

**Staff Comments:** A full review and report on the effect and impact of the Residential Development Standards and administrative code amendments that were adopted in 2017 is planned in 2022. Once this review is complete, the City may undertake additional code amendments to improve upon the prior code amendment.

#### Proposed Amendment 8

**Proposed By:** Daniel Thompson

**Comprehensive Plan or Code Section:** Residential Development Standards (MICC 19.02.020(D)(2)(a) Gross Floor Area)

**Proposal Summary:** This amendment would include exterior covered decks in the definition of GFA and include covered porches on the first level in the calculation of GFA.

**Staff Comments:** A full review and report on the effect and impact of the Residential Development Standards and administrative code amendments that were adopted in 2017 is planned in 2022. Once this review is complete, the City may undertake additional code amendments to improve upon the prior code amendment.

#### Proposed Amendment 9

**Proposed By:** Daniel Thompson

**Comprehensive Plan or Code Section:** Residential Development Standards (MICC 19.02.040(D)(1) Garages and Carports)

**Proposal Summary:** This amendment would either eliminate the ability to build garages and carports within 10 feet of the property line of the front yard, or, alternatively, would eliminate this option for waterfront lots that have flipped their front and back yards per MICC 19.02.020(c)(2)(a)(iii).

**Staff Comments:** A full review and report on the effect and impact of the Residential Development Standards and administrative code amendments that were adopted in 2017 is planned in 2022. Once this review is complete, the City may undertake additional code amendments to improve upon the prior code amendment.

#### Proposed Amendment 10

**Proposed By:** Daniel Thompson

**Comprehensive Plan or Code Section:** Residential Development Standards (MICC 19.02.020(D)(3)(b) Gross Floor Area Incentives for ADUs)

**Proposal Summary:** This amendment would limit the GFA incentives for ADUs to lots 8,400 square feet or smaller.

**Staff Comments:** A full review and report on the effect and impact of the Residential Development Standards and administrative code amendments that were adopted in 2017 is planned in 2022. Once this review is complete, the City may undertake additional code amendments to improve upon the prior code amendment.

#### Proposed Amendment 11

**Proposed By:** Daniel Thompson

**Comprehensive Plan or Code Section:** Administrative Code (MICC 19.15.030 Land Use Review Type Classification)

**Proposal Summary:** This amendment would change the type classifications of several permit actions, with the effect of adding public notification or public notice requirements to these actions.

**Staff Comments:** A full review and report on the effect and impact of the Residential Development Standards and administrative code amendments that were adopted in 2017 is planned in 2022. Once this review is complete, the City may undertake additional code amendments to improve upon the prior code amendment.

*Note: this item was previously docketed and it is scheduled for further consideration by the Planning Commission beginning in December, 2021.*

#### Proposed Amendment 12

**Proposed By:** Daniel Thompson

**Comprehensive Plan or Code Section:** Residential Development Standards (MICC 19.02.020(G)(2)(a) and (b) Parking Requirements)

**Proposal Summary:** This amendment would reduce the threshold for requiring only 2 parking spaces (1 covered and 1 uncovered) from 3,000 square feet to 2,000 square feet.

**Staff Comments:** A full review and report on the effect and impact of the Residential Development Standards and administrative code amendments that were adopted in 2017 is planned in 2022. Once this review is complete, the City may undertake additional code amendments to improve upon the prior code amendment.

Proposed Amendment 13

**Proposed By:** Ted Weinberg and Carolyn Boatsman

**Comprehensive Plan or Code Section:** Comprehensive Plan – Transportation Element

**Proposal Summary:** This amendment would add two new policies requiring the Bicycle and Pedestrian Facilities Plan to be updated related to the arrival of light rail service in Mercer Island, and then at least every 8 years.

**Staff Comments:** The [Bicycle and Pedestrian Facilities Plan](#) was originally adopted in 1996 and last updated in 2010. It does not reflect or respond to the opening of Eastlink light rail in the next 2 years, nor other changes to the city over the last 11-12 years. It also does not include advances in the transportation field related to building safe and inviting non-motorized facilities, nor does it reflect technological advances such as electric bikes and bike and scooter sharing services.

Proposed Amendment 14

**Proposed By:** City Staff

**Comprehensive Plan or Code Section:** MICC 19.16.010 definitions, possibly other sections of the development code.

**Proposal Summary:** This amendment will adopt permanent regulations that remove the previous limitation on unrelated persons cohabitating.

**Staff Comments:** The state legislature adopted [ESSB 5235](#) in 2021 prohibiting cities from regulating or limiting the number of unrelated people who may occupy a house or other dwelling unit. The legislation required a minor change to the city code, which was made via an interim ordinance in September. The City Council also adopted at that time a 12-month work plan for further evaluating the state legislation and the city code to determine the best approach for complying. The City will need to adopt permanent regulations before the interim regulations expire in September 2022.

*Note: this item is necessary to replace the interim regulations adopted by City Council in 2021.*

Proposed Amendment 15

**Proposed By:** City Staff

**Comprehensive Plan or Code Section:** MICC 19.16.010 definitions, possibly other sections of the development code.

**Proposal Summary:** This amendment will adopt permanent regulations that allow up to eight people to be served in Adult Family Homes.

**Staff Comments:** The state legislature adopted [ESHB 1023](#) in 2020, providing that the Department of Social and Health Services, in certain circumstances, can approve an adult family home to provide services to up to eight adults (previously, the limit was six adults). The legislation required a minor change to the city code, which was made via an interim ordinance in September. The City Council also adopted at that time a 12-month work plan for further evaluating the state legislation and the city code to determine the best

approach for complying. The City will need to adopt permanent regulations before the interim regulations expire in September 2022.

*Note: this item is necessary to replace the interim regulations adopted by City Council in 2021.*

#### Proposed Amendment 16

**Proposed By:** City Staff

**Comprehensive Plan or Code Section:** MICC 19.16.010 definitions, possibly other sections of the development code.

**Proposal Summary:** This amendment will adopt permanent regulations allowing transitional and permanent supportive housing in zones where residential homes or hotels are allowed.

**Staff Comments:** The state legislature adopted [E2SHB 1220](#) in 2021, to encourage cities to accommodate transitional housing, emergency shelters, and permanent supportive housing. The bill forbids cities from prohibiting transitional or permanent supportive housing in residential zones or zones where hotels are allowed. The bill also forbids cities from prohibiting indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed (except for cities that authorize indoor emergency shelters/housing in a majority of zones within a one-mile proximity to transit). Finally, any regulations regarding occupancy, spacing, and intensity of use requirements regarding the four types of housing listed above must be reasonable and designed to protect public health and safety. Further, such restrictions cannot be used to prevent the siting of a “sufficient number necessary to meet” Mercer Island’s projected need for such housing and shelter.

The legislation required a minor change to the city code, which was made via an interim ordinance in September. The City Council also adopted at that time a 12-month work plan for further evaluating the state legislation and the city code to determine the best approach for complying. The City will need to adopt permanent regulations before the interim regulations expire in September 2022.

*Note: this item is necessary to replace the interim regulations adopted by City Council in 2021.*

#### RECOMMENDATION

The Planning Commission will need to prepare a recommendation to the City Council on a preliminary docket of Comprehensive Plan and development code amendments.

1. Review the preliminary docket of proposed Comprehensive Plan and development code amendments.
2. Make a determination on whether each proposed amendment should be included in the recommended preliminary docket using the criteria from MICC 19.15.230 (E), provided above. Please carefully consider the workload for CPD staff and the Planning Commission related to the recommended items, especially in light of the items already planned in 2022 (discussed below).

The 2022 work plan for CPD and the Planning Commission is already quite full, and includes the following items:

- Continuing work on items docketed in 2021:

- Transportation, Park and Fire Impact Fee rate studies and code amendments
- Proposed amendment related to lighting and noise concerns
- Proposed amendment related to permit types and noticing requirements
- Commencing the required periodic update to the Comprehensive Plan due for completion by June 2024. Significant work will be required on the Housing Element as well as a new Economic Development Element.
- Completion of the Residential Development Standards analysis which may result in code amendments.

While not all of the items on this work plan require Planning Commission review, this work plan nevertheless represents a significant amount of CPD staff time, in support of Planning Commission, City Council and other processes. Staff anticipate the periodic comprehensive plan update will require several meetings at a minimum, and this item alone could easily take up at least half of the commission's bimonthly meetings in 2022.

Please be prepared to consider and make a recommendation to the City Council on the Planning Commission's preliminary docket of 2021 Comprehensive Plan amendments at the October 27, 2021 meeting.

#### **ATTACHMENTS**

1. Preliminary Docket
2. Proposed amendments Nos. 1-13, submitted by community members

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# CITY OF MERCER ISLAND

## COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

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## PLANNING COMMISSION

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**To:** City Council  
**From:** Daniel Hubbell, Planning Commission Chair  
**Date:** November 24, 2021  
**RE:** 2022 Comprehensive Plan and Development Code Amendment Docket

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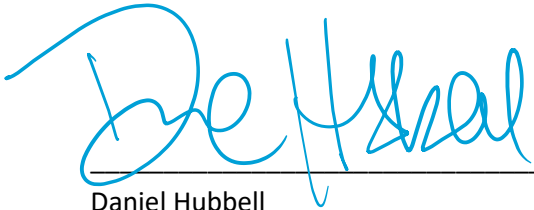
On behalf of the Planning Commission, I am pleased to present our recommendation on the 2022 docket of proposed comprehensive plan and development code amendments.

The City opened the annual docket submittal process during the month of September 2021, and received sixteen submissions. The Planning Commission reviewed the submitted docket requests at a special meeting on October 27, 2021. Public comment was received from five individuals. Three of the docket applicants also spoke briefly to the merits of their proposals. The Planning Commission considered the staff report dated October 21, 2021 as well as the decision criteria for the final docket found in MICC 19.15.230(E) in making its recommendation.

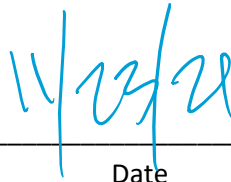
After considerable discussion and deliberation, the Planning Commission approved the following 2-part recommendation by a 5-2 vote. The Planning Commission recommends that:

1. The City Council should add to the final docket the submissions numbered 1, 3, 4, 13, 14, 15, and 16 on the preliminary docket.
2. The City Council should also consider further review of the concepts included in the submissions numbered 5 and 6 on the preliminary docket. While these submissions are not eligible to be added to the final docket due to either the content of the proposed amendment or the timing of the submission, the Commission felt that the proposals have merit, and the Council should consider placing them on the City's work plan through other avenues.

In regard to the items numbered 7-12, all of these pertain to the residential design standards that were recently updated in 2017. The consensus of the commission was that since these had just been updated, and a more thorough review of the impacts of these changes is planned in the coming 1-2 years, and given the size of the anticipated work plan for 2022, that these proposed amendments should not be taken up individually as a part of the docket but rather considered as a whole during the review of the residential design standards in the next few years.



Daniel Hubbell  
Planning Commission Chair  
City of Mercer Island



Date

**CITY OF MERCER ISLAND  
RESOLUTION NO. 1615**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON,  
ESTABLISHING THE CITY'S 2022 COMPREHENSIVE PLAN AND  
DEVELOPMENT REGULATION AMENDMENT DOCKET**

WHEREAS, the City of Mercer Island is required to plan under the Growth Management Act of 1990, as amended, including adopting and regularly updating and amending its Comprehensive Plan and development regulations; and

WHEREAS, the Growth Management Act allows the City to amend the Comprehensive Plan on an annual basis; and

WHEREAS, public notice of the opportunity to propose Comprehensive Plan and development regulation amendments for consideration in 2021 was provided on August 9, 2021 and August 11, 2021; and

WHEREAS, on October 27, 2021, the City of Mercer Island Planning Commission held a public meeting and made a recommendation to the Mercer Island City Council on a preliminary docket of Comprehensive Plan and development regulation amendments to be considered in 2022; and

WHEREAS, on December 7, 2021, the Mercer Island City Council held a public meeting to consider the Planning Commission's recommended final docket of amendments to be considered in 2022;

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

The City Council directs the Planning Commission to analyze, study, and make recommendations to the City Council on the proposed Comprehensive Plan and development regulation amendments listed on the final docket for 2022 attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 7<sup>th</sup> DAY OF DECEMBER 2021.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

ATTEST:

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



EXHIBIT A

# DRAFT

## 2022 Final Comprehensive Plan and Code Amendment Docket

Item No.	Proposed By	Potentially Affected Section, Goal or Policy	Summary of Proposal
1	Carolyn Boatsman	Residential Tree Code (MICC 19.10.060(A)(2)(a))	The amendment would increase the tree retention requirement from 30% to 50% of trees with a diameter of 10 inches or greater.
3	Sarah Fletcher	Comprehensive Plan – Transportation Element	This amendment would recategorize two intersections from “Town Center Intersections” to “Outside of Town Center Intersections”.
4	Herzl Ner-Tamid	Business Zone Regulations (MICC 19.04.050(B))	This amendment would add public and private schools to the list of allowed uses in the Business zone.
13	Ted Weinberg and Carolyn Boatsman	Comprehensive Plan – Transportation Element	This amendment would add two new policies requiring the Bicycle and Pedestrian Facilities Plan to be updated related to the arrival of light rail service in Mercer Island, and then at least every 8 years.
14	City Staff	MICC 19.16.010 definitions, possibly other sections of the development code.	This amendment will adopt permanent regulations that remove the previous limitation on unrelated persons cohabitating.
15	City Staff	MICC 19.16.010 definitions, possibly other sections of the development code.	This amendment will adopt permanent regulations that allow up to eight people to be served in Adult Family Homes.
16	City Staff	MICC 19.16.010 definitions, possibly other sections of the development code.	This amendment will adopt permanent regulations allowing transitional and permanent supportive housing in zones where residential homes or hotels are allowed.



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

**AB 5985  
December 7, 2021  
Regular Business**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB5985: Development Code Amendment ZTR19-004 Town Center Retail Requirements – Ordinance No. 21C-28 (Second Reading)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
<b>RECOMMENDED ACTION:</b>	Conduct second reading and remand Ordinance No. 21C-28 back to the Planning Commission for a new public hearing and recommendation.	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Community Planning and Development		
<b>STAFF:</b>	Jeff Thomas, Interim Director Sarah Bluvas, Economic Development Coordinator		
<b>COUNCIL LIAISON:</b>	n/a	Choose an item.	Choose an item.
<b>EXHIBITS:</b>	1. Ordinance No. 21C-28 Exhibit A: MICC 19.11.020 Proposed Amendments		
<b>CITY COUNCIL PRIORITY:</b>	Choose an item.		

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

**SUMMARY**

In June 2020, the City Council enacted a moratorium on major new construction generally in the southeast quadrant of the Town Center (TC) zoning designation while the City evaluated potential updates and/or amendments to development regulations within the Town Center, including requirements for various types of commercial space. Tonight, the City Council will conduct the second reading of Ordinance No. 21C-28, which proposes amendments to MICC 19.11.020(B) related to retail requirements in the TC zone.

**BACKGROUND & LEGISLATIVE HISTORY**

The current Town Center development regulations were established in June 2016 ([Ordinance No. 16C-06](#)). Per the current code, major new development located north of SE 29<sup>th</sup> Street in the Town Center must provide ground floor street frontage commercial space for use by retail, restaurant, or personal service (e.g. barber shop, nail salon, fitness center, etc.). Between 40 and 60 percent of the ground floor street frontage north of SE 29<sup>th</sup> Street must be designed for retail, restaurant, or personal services; 40 percent is required for those major new developments that provide public parking, while 60 percent is required for those developments that do not provide public parking. Commercial space is allowed, but not required, south of SE 29<sup>th</sup> Street in the TC zoning designation.

- June 2, 2020: The City Council passed [Ordinance No. 20-12](#), which established a 6-month moratorium on major new construction south of SE 29<sup>th</sup> Street in the Town Center (TC) zoning designation. The City Council indicated that the City desired to possibly complete updates and/or amendments to development regulations within the Mercer Island Town Center, including requirements for various types of commercial space.
- July 21, 2020: The City Council completed the required Public Hearing for Ordinance No. 20-12 on the Town Center Moratorium and directed staff to prepare an amended interim Ordinance reducing the size of the geographic area subject to moratorium and include additional findings of fact.
- September 1, 2020: The City Council adopted [Ordinance No. 20-18](#) with a reduced size of the geographic area subject to moratorium and included additional findings of fact. Additionally, the City Council provided direction to staff to prepare a scope of work for a Town Center commercial analysis to inform options for resolving the moratorium and a corresponding budget appropriation request.
- November 17, 2020: The City Council completed the required Public Hearing and adopted [Ordinance No. 20-26](#) renewing the moratorium for another 6-month period with its current geographic area as previously amended.
- December 1, 2020: The City Council adopted [Ordinance No. 20-29](#), the 2021-22 Biennial Budget. Included in the budget is a \$50,000 one-time appropriation for qualified professional services to perform a Town Center commercial analysis and support the completion of any necessary updates and/or amendments to development regulations within the Mercer Island Town Center to be responsive to the moratorium. The City Council also approved [Resolution No. 1594](#), establishing the 2021 docket for amendments to the Comprehensive Plan and development regulations. Included in the docket is a placeholder for amending the Town Center Sub-Area Plan and corresponding development regulations as necessary to be responsive to the moratorium.
- April 6 and 20, 2021: The City contracted with the firm Community Attributes, Inc. (CAI) to analyze the demand for additional ground floor commercial uses and the feasibility of requiring such uses in new buildings. On April 6, the City Council received a presentation on the findings of this analysis and commenced discussion ([AB 5841](#)). Further City Council discussion ensued on April 20, and the Council directed staff to complete additional analysis and to research legislative options in addition to a “no net loss” option.
- May 4, 2021: The City Council completed the required Public Hearing and adopted [Ordinance No. 21-09](#) renewing the moratorium for another 6-month period with its current geographic area as previously amended.
- July 6, 2021: Staff presented a number of legislative options to City Council ([AB 5910](#)). Council provided further direction to review and propose:
  - A. Updates to MICC 19.11.020(B) Retail Use Required Adjacent to Street Frontages;
  - B. A new TC commercial Floor Area Ratio (FAR) requirement; and
  - C. The applicability of a new TC “no net loss” requirement.
- September 21, 2021: The City Council directed staff to work with the Planning Commission to develop the necessary code amendments to MICC 19.11.020(B), including updating MICC 19.11.020(B) Figure

2 Retail Use Required Adjacent to Street Frontages; instituting a Town Center Commercial FAR requirement; and adding a selective “No Net Loss” provision ([AB 5933](#)).

- September 22, and October 20, 2021: Staff presented the necessary code amendments to implement the City Council direction to the Planning Commission for review and comment.
- November 3, 2021: The Planning Commission completed the required Public Hearing, deliberated the proposed amendments, and voted 5-1 on a recommendation to send to the City Council to not adopt the proposed amendments on November 16.
- November 16, 2021: The City Council adopted Ordinance No. 21C-27, which renews the moratorium for an additional 6-month period with its current geographic area as previously amended, held the required Public Hearing, and conducted the first reading of Ordinance No. 21C-28.

#### **CITY COUNCIL FIRST ORDINANCE READING & DIRECTION TO STAFF**

During the first reading of Ordinance No. 21C-28 on November 16, the City Council directed staff to incorporate proposed amendments to the Ordinance and return to City Council on December 7 for second reading. The proposed amendments to the Ordinance include:

1. Necessary changes to combine figures 3 and 4 and associated FAR and “No Net Loss” provisions into a “greater of the two” requirement.
2. Insert “and Visual or Performing Arts Centers” after “Commercial”.

These proposed amendments have been incorporated into Exhibit A of Ordinance No. 21C-28.

Additionally, the City Council directed staff to complete research related to if and how other jurisdictions address street level commercial depth of space requirements. The current TC requirement is 16 feet. A summary of this research follows:

- City of Bellingham [BMC 20.25.080(C)(2)(d)(ii)] – Waterfront District requires the front 20 feet of building space at sidewalk level along Granary Avenue and West Laurel Street shall be designed for commercial or public uses, including retail, service, office, government, or similar nonresidential uses. Lobbies for residential uses and hotels and parking garage entries are exempt from this provision.
- City of Covington [CMC 18.31.320(2)] – Downtown Development and Design Standards requires a minimum retail space depth of 30 feet for storefront block-frontage.
- City of Kirkland [KMC 50.10] – Central Business District zones requires the street level floor of all buildings to have a minimum depth of 20 feet and an average depth of at least 30 feet.
- City of Redmond [RMC 21.62.030(G)(2)(d)(ii)] – Overlake Village zones requires the areas on the ground floor of new buildings located along 152<sup>nd</sup> Avenue NE to have a minimum average depth of 25 feet and a minimum width of 20 feet for retail use.

The City Council may choose to make an additional proposed amendment to the current 16-foot street level commercial depth of space requirement.

**OPTIONS**

Tonight, the City Council will conduct the second reading of Ordinance No. 21C-28. City Council will then need to provide any additional desired direction to staff, which may include one of the following next steps:

- Schedule a third reading of Ordinance No. 21C-28 for January 4, 2022; or
- Remand Ordinance No. 21C-28 with proposed amendments back to the Planning Commission for a public hearing and recommendation.

**RECOMMENDED ACTION**

Move to remand Ordinance No. 21C-28 with proposed amendments back to the Planning Commission for a new public hearing and recommendation, which shall be presented to the City Council at a regular business meeting on or before March 15, 2022, during a third reading of this Ordinance.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 21C-28**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON;  
AMENDING MICC 19.11.020(B) TO REVISE THE STANDARDS AND  
REQUIREMENTS FOR TOWN CENTER RETAIL REQUIREMENTS;  
REPEALING THE TOWN CENTER MORATORIUM ADOPTED BY  
ORDINANCE NO. 21C-27; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City adopted Ordinance No. 20-12 on June 2, 2020, implementing a six-month moratorium pursuant to RCW 35A.63.220 and RCW 36.70A.390 on the submission of applications for any building permits or any other land use approvals for Major New Construction as defined in MICC 19.16.010 for properties located within the Town Center (TC) zone at Mercer Island south of SE 29<sup>th</sup> Street; and

**WHEREAS**, after the public hearing on the above referenced moratorium, the City adopted Ordinance No. 20-18 on September 1, 2020, amending Ordinance No. 20-12 to reduce the size of the geographic area subject to moratorium to the Town Center (TC) zone at Mercer Island south of SE 29<sup>th</sup> Street, east of 77<sup>th</sup> Avenue SE, and west of 80<sup>th</sup> Avenue SE, and to include additional findings of fact; and

**WHEREAS**, the City Council has extended the effective period of Ordinance No. 20-12 most recently on November 16, 2021 through Ordinance No. 21C-27 following a public hearing, and the most recent extension extends the moratorium into June 2022; and

**WHEREAS**, protecting and expanding Mercer Island's retail sector is of utmost importance to maintaining and improving the quality of life and emergency preparedness by providing local access to goods and services that are necessary to meet the daily need of residents; and

**WHEREAS**, the City Council finds that the current Town Center retail requirements for Major New Construction may result in diminishment of such space, lead to Mercer Island being underserved long term and therefore unable to meet future demand; and

**WHEREAS**, the City Council desires to adopt permanent standards and requirements for Town Center retail requirements; and

**WHEREAS**, the City Council hereby finds that the actions set forth below are necessary to protect and expand Mercer Island's retail sector and preserve public peace, health, safety, and welfare;

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

**Section 1. Whereas Clauses Adopted.** The “Whereas Clauses” set forth in the recital section above are hereby adopted as the findings of the City Council for passing this ordinance.

**Section 2. Repeal and replacement of Mercer Island City Code (MICC) 19.11.020(B).** MICC 19.11.020(B), Required Street Frontage Commercial Uses, is hereby repealed and replaced as set forth in Exhibit A to this ordinance.

**Section 3. Repeal of Town Center Moratorium.** With the adoption in Section 2 of a new MICC 19.11.020(B) revising the standards and requirements for Town Center retail requirements, the current (partial) Town Center moratorium is no longer necessary. Ordinance No. 21C-27 is, therefore, hereby repealed in its entirety.

**Section 4. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance or its application to any other person, property or circumstance.

**Section 5. Publication and Effective Date.** A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

Passed by the City Council of the City of Mercer Island, Washington, at its meeting on December 7, 2021 and signed in authentication of its passage.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

Approved as to Form:

ATTEST:

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

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

Date of Publication: \_\_\_\_\_

Exhibit A  
To Ordinance No. 21C-28

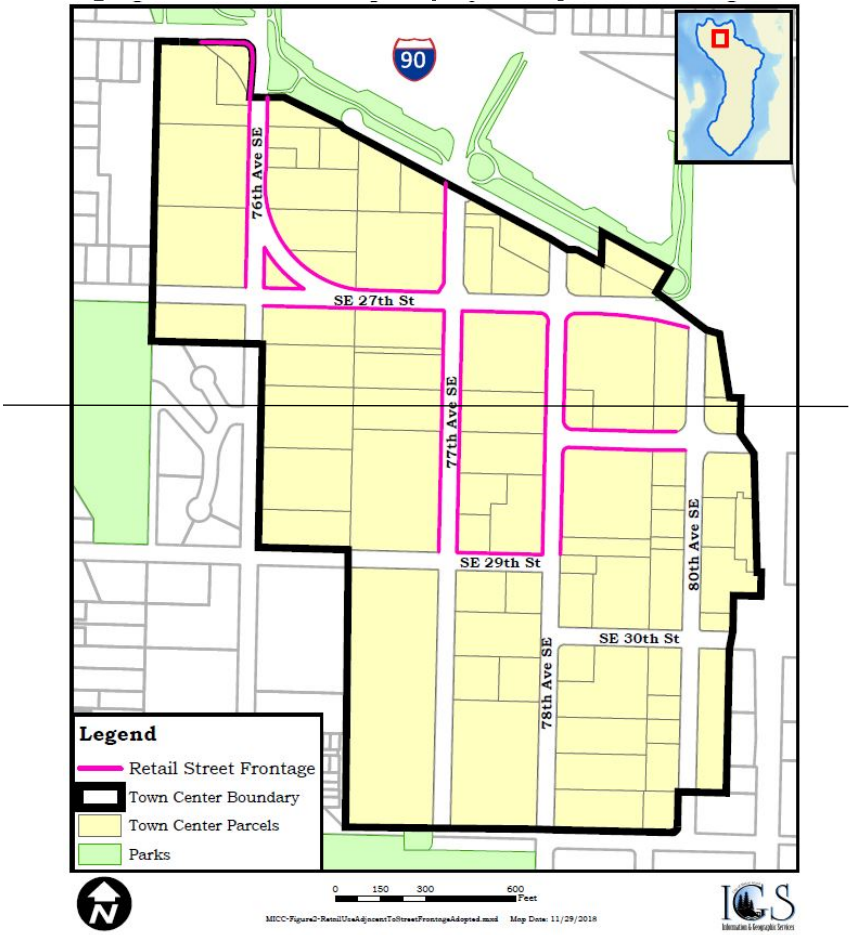
MICC 19.11.020(B) is repealed in its entirety.

~~B. *Required ground floor uses.* Retail, restaurant or personal service uses are required along retail street frontages as shown on Figure 2.~~

- ~~1. If public parking is provided pursuant to MICC [19.11.130](#)(B)(5), then the following applies:
 
  - ~~a. A minimum of 40 percent of the ground floor street frontage shall be occupied by one or more of the following permitted uses: retail, restaurant, and/or personal service use.~~
  - ~~b. A maximum of 60 percent of each ground floor street frontage can be occupied by the following uses: hotel/motel, personal service, public facility, or office.~~
  - ~~c. Driveways, service and truck loading areas, parking garage entrances and lobbies shall not be included in calculating the required percentages of ground floor use.~~~~
- ~~2. If public parking is not provided pursuant to MICC [19.11.130](#)(B)(5), then the following applies:
 
  - ~~a. A minimum of 60 percent of the ground floor street frontage shall be occupied by one or more of the following permitted uses: retail, restaurant, and/or personal service use.~~
  - ~~b. A maximum of 40 percent of each ground floor street frontage can be occupied by the following uses: hotel/motel, personal service, public facility, or office.~~
  - ~~c. Driveways, service and truck loading areas, parking garage entrances and lobbies shall not be included in calculating the required percentages of ground floor use.~~~~
- ~~3. No use shall occupy a continuous linear street frontage exceeding 60 feet in length. The design commission may approve up to an additional six feet in length if the use incorporates a feature to promote pedestrian activity, including but not limited to: an additional pedestrian entrance onto a sidewalk or through block connection, or additional ten percent transparency beyond the requirement of MICC [19.11.100](#)(B)(1)(b).~~
- ~~4. The minimum required depth of storefronts along retail street frontages is 16 feet.~~



Figure 2 — Retail Use Required Adjacent To Street Frontages

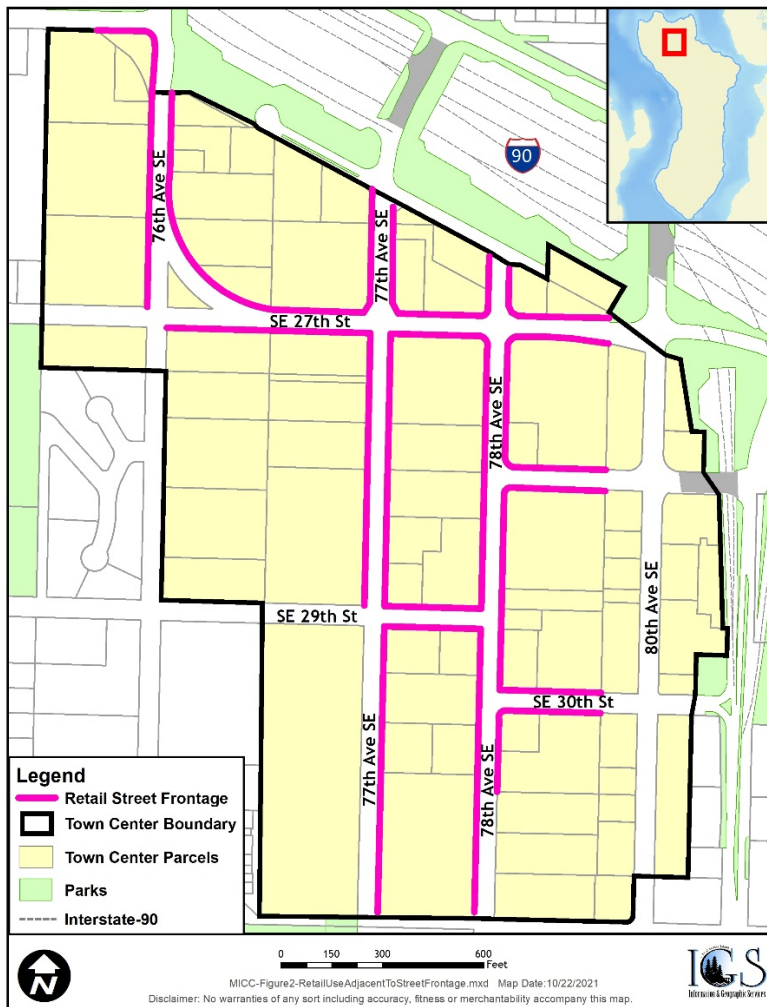


A new MICC 19.11.020(B) is adopted as follows:

B. *Required Street Frontage Commercial and Visual or Performing Arts Center Uses.*

1. Retail, restaurant and/or personal service commercial uses as defined by MICC 19.16 and visual or performing arts center uses are required adjacent to street frontages as shown on Figure 2.

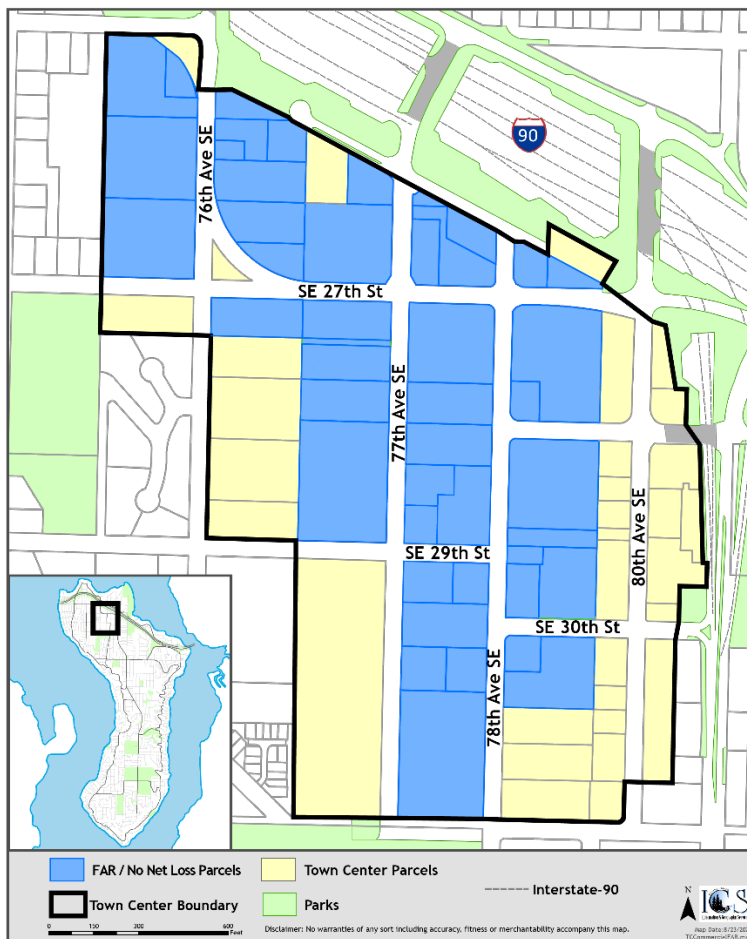
Figure 2 - Commercial and Visual or Performing Arts Center Uses Required Adjacent to Street Frontages

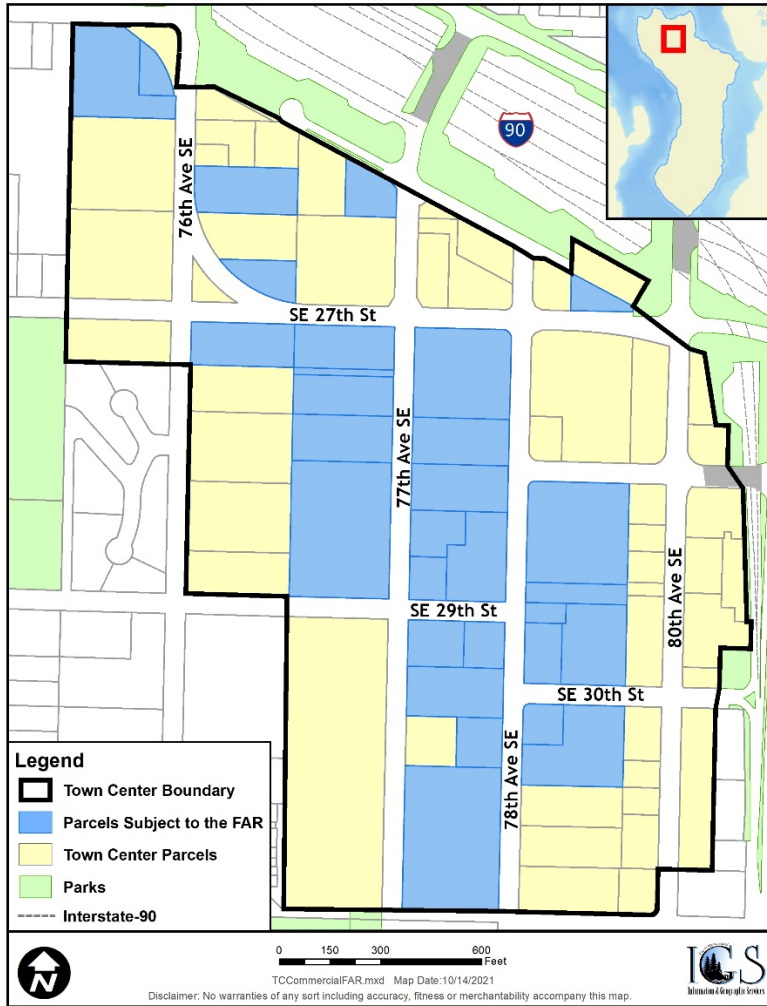


- a. No commercial and visual or performing arts center uses shall occupy a continuous linear street frontage exceeding 60 feet in length. The design commission may approve up to an additional six feet in length if the use incorporates a feature to promote pedestrian activity, including but not limited to: an additional pedestrian entrance onto a sidewalk or through-block connection, or additional 10 percent transparency beyond the requirement of MICC 19.11.100(B)(1)(b).

- b. The minimum required depth of commercial and visual or performing arts center uses along street frontages is 16 feet.
- 2. The identified parcels as shown on Figure 3 are required to provide a minimum Floor Area Ratio (FAR) equivalent to 0.2623 of the gross lot area as provided by King County or a no net loss of existing floor area on the effective date of this Ordinance, whichever is greater, for retail, restaurant and/or personal service commercial and visual or performing arts center uses adjacent to street frontages upon redevelopment. For the purposes of determining redevelopment, the value of redevelopment shall be an amount equal to or greater than 50% of the current total assessed improvement value as determined by King County.

**Figure 3 - Parcels Subject to FAR Requirement or No Net Loss Requirement for Commercial and Visual or Performing Arts Center Uses**



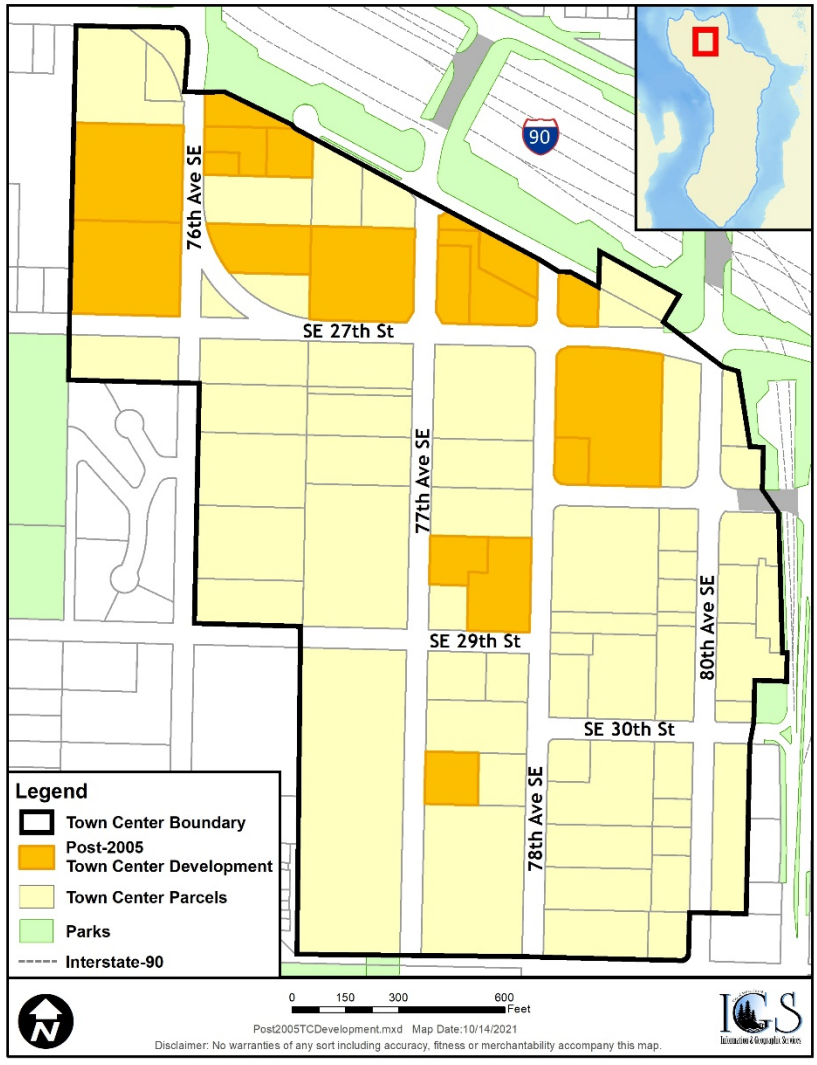


- a. When a FAR calculation results in a fraction, the fraction shall be rounded to the nearest whole number as follows:
  - i. Fractions of 0.50 or above shall be rounded up to the closest whole number; and
  - ii. Fractions below 0.50 shall be rounded down to the closest whole number.

b. A review of this requirement shall occur five (5) years from the date of Ordinance adoption or after 75,000 square feet of floor area for retail, restaurant and/or personal service commercial and visual or performing arts center uses adjacent to street frontages has been authorized through Building Permit issuance.

- 3. ~~The identified parcels as shown on Figure 4 are required to provide a no net loss of existing floor area for retail, restaurant or personal service commercial uses adjacent to street frontages upon redevelopment equal to or greater than 50% of the current total assessed value as determined by King County.~~

Figure 4 – Parcels Subject to No Net Loss for Commercial Uses





# 2021 PLANNING SCHEDULE

Item 18.

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.

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

JANUARY 4, 2022		DD	FN	CA	Clerk	CM
ABSENCES:						
ITEM TYPE   TIME   TOPIC				STAFF		
<b>NO STUDY SESSION</b>						
<b>SPECIAL BUSINESS</b>						
	AB xxxx: Councilmember Oath of Office and Mayor and Deputy Mayor Elections			Andrea Larson/Jessi Bon		
<b>CONSENT AGENDA</b>						
--	AB 5971: Comprehensive Plan Amendment – Land Use Map CPA21-001 (Ord. No. 21-26 Second Reading)			Jeff Thomas/Alison Van Gorp		
<b>REGULAR BUSINESS</b>						
45	AB xxxx: King County Clean Water Plan Elected Officials Workshop (Discussion only)			Jason Kintner <b>Need to Reschedule</b>		
30	AB xxxx: Discuss City Council Meeting Start Times			Jessi Bon		
<b>EXECUTIVE SESSION</b>						
120	Potential Litigation					

JANUARY 18, 2022		DD	FN	CA	Clerk	CM
ABSENCES:						
ITEM TYPE   TIME   TOPIC				STAFF		
<b>STUDY SESSION</b>						
60	Joint Meeting with Parks and Recreation Commission: PROS Plan Hand-Off			Jessi Bon/Jason Kintner		
<b>SPECIAL BUSINESS</b>						

<b>CONSENT AGENDA</b>		
<b>REGULAR BUSINESS</b>		
60	AB xxxx: Draft ADA Transition Plan	Jason Kintner/Patrick Yamashita/Lia Klein
30	AB xxxx: 2022 City Council Liaison Appointments	Mayor/Deputy Mayor Andrea Larson
15	<b>PUBLIC HEARING (Legal Notice: 12/15/2021)</b> AB xxxx: Outdoor Dining Interim Regulations Renewal (Ord. No. 21C-25)	Sarah Bluvas
<b>EXECUTIVE SESSION</b>		

<b>FEBRUARY 1, 2022</b>		DD	FN	CA	Clerk	CM
ABSENCES:						
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		
<b>CONSENT AGENDA</b>						
	AB xxxx: Bid Award: City Hall Lobby Renovation (tentative)			Jaime Page		
<b>REGULAR BUSINESS – Check with Jessi or Andrea before adding to Regular Business</b>						
<b>EXECUTIVE SESSION</b>						

<b>FEBRUARY 4 &amp; 5, 2022</b>		DD	FN	CA	Clerk	CM
ABSENCES:						
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		
<b>PLANNING SESSION</b>						
	Topics TBD					

<b>FEBRUARY 15, 2022</b>		DD	FN	CA	Clerk	CM
ABSENCES:						
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		
<b>STUDY SESSION</b>						
60	2021 Year End Police Report			Ed Holmes		
<b>SPECIAL BUSINESS</b>						
<b>CONSENT AGENDA</b>						
	AB xxxx: Ratification of King County Growth Targets to 2044			Alison Van Gorp		
	AB xxxx: Bid Award: City Hall Lobby Renovation			Jaime Page		

REGULAR BUSINESS		
120	AB xxxx: PROS Discussion	Jessi Bon/Jason Kintner
EXECUTIVE SESSION		