



CITY OF MERCER ISLAND

CITY COUNCIL REGULAR HYBRID MEETING

Tuesday, February 20, 2024 at 5:00 PM

MERCER ISLAND CITY COUNCIL:

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

LOCATION & CONTACT:

MICEC – Slater Room Council Chambers and via Zoom
8236 SE 24th Street | Mercer Island, WA 98040
206.275.7793 | www.mercerisland.gov

We strive to create an inclusive and accessible experience. Those requiring accommodation for meetings should notify the City Clerk's Office 3 days prior to the meeting at 206.275.7793 or by emailing cityclerk@mercerisland.gov.

The hybrid meeting will be live streamed on the City Council's [YouTube Channel](#)

Registering to Speak for Appearances: Individuals wishing to speak live during Appearances (public comment period) must register with the City Clerk at **206.275.7793** or cityclerk@mercerisland.gov before 4 PM on the day of the Council meeting.

Please reference "Appearances" on your correspondence and state if you would like to speak either in person at the Mercer Island Community & Event Center – Slater Room Council Chambers or remotely using Zoom. If providing your comments using Zoom, staff will be prepared to permit temporary video access when you enter the live Council meeting. Please remember to activate the video option on your phone or computer, ensure your room is well lit, and kindly ensure that your background is appropriate for all audience ages. Screen sharing will not be permitted, but documents may be emailed to council@mercerisland.gov.

Each speaker will be allowed three (3) minutes to speak. A timer will be visible to online to speakers, City Council, and meeting participants. Please be advised that there is a time delay between the Zoom broadcast and the YouTube or Channel 21 broadcast.

Join by Telephone at 5:00 PM (Appearances will start sometime after 5:00 PM): To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **816 4671 2804** and Password **730224** if prompted.

Join by Internet at 5:00 PM (Appearances will start sometime after 5:00 PM): To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **816 4671 2804**; Enter Password **730224**
- 4) The City Clerk will call on you by name or refer to your email address when it is your turn to speak. Please confirm that your audio works prior to participating.

Join in person at Mercer Island Community & Event Center – Slater Room Council Chambers at 5:00 PM (Appearances will start sometime after 5:00 PM): 8236 SE 24th Street, Mercer Island, WA 98040

Submitting Written Comments: Email written comments to the City Council at council@mercerisland.gov.

MEETING AGENDA - Amended

CALL TO ORDER & ROLL CALL, 5:00 PM

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

STUDY SESSION

1. AB 6413: City Geographic Information Systems (GIS) Products Presentation

Recommended Action: Receive report. No action necessary.

CITY MANAGER REPORT

APPEARANCES

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

CONSENT AGENDA

2. AB 6403: February 9, 2024 Payroll Certification

Recommended Action: Approve the February 9, 2024 Payroll Certification in the amount of \$817,233.66 and authorize the Mayor to sign the certification on behalf of the entire City Council.

3. Certification of Claims:

A. Check Register | 218599-218666 | 2/2/24 | \$492,001.93

B. Check Register | 218667-218777 | 2/9/24 | \$1,623,769.50

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.

4. City Council Meeting Minutes of the February 6, 2024 Regular Hybrid Meeting

Recommended Action: Approve the minutes of the February 6, 2024 Regular Hybrid Meeting.

5. AB 6404: Rare Disease Day, Proclamation No. 322

Recommended Action: Proclaim February 29, 2024 Rare Disease Day on Mercer Island.

6. AB 6407: ARCH Housing Trust Fund Project Approvals

Recommended Action: Approve the use of \$48,600 from the City's contributions to the ARCH Housing Trust Fund as recommended by the ARCH Executive Board and authorize execution of any related agreements and documents.

7. AB 6412: Luther Burbank Park Aquatic Lands Lease and Stormwater Outfall Easement

Recommended Action: Authorize the City Manager to execute Aquatic Lands Lease 20-B09917 and Aquatic Lands Outfall Easement 51-106374 with the Washington State Department of Natural Resources for Luther Burbank Park substantially in the form as set forth in Exhibits 2 and 3, and any future technical non-substantive amendments required to administer the property agreements.

REGULAR BUSINESS

8. AB 6409: Realignment of Arts Council Position Terms and Expiration Dates

Recommended Action: Adopt Ordinance No. 24C-01 amending MICC 3.55.030(B)(3) to realign Arts Council position terms and expiration dates.

9. AB 6408: Briefing on the ARCH Strategic Planning Process

Recommended Action: Receive briefing and provide input on the ARCH draft Strategic Plan.

10. AB 6411: Readoption of 2021 Construction Code Updates (Ordinance No. 24C-02, First Reading & Adoption)

Recommended Action: Adopt Ordinance No. 24C-02 amending MICC Chapter 17 with the updated editions of the Construction Codes to be effective on March 15, 2024, as mandated by the State of Washington.

11. AB 6405: Site Concept for the Town Center Long-Term Regional Transit Commuter Parking Project

Recommended Action: Approve the site concept for the Town Center Long-Term Regional Transit Commuter Parking Project and direct the City Manager to proceed with design.

OTHER BUSINESS

12. Planning Schedule

13. Councilmember Absences & Reports

EXECUTIVE SESSION - Approximately 60 Minutes

14. Pending or Potential Litigation

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

Real Estate Acquisition – *Added 2/16/2024*

Executive Session to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW 42.30.110(1)(b)

ADJOURNMENT



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6413
February 20, 2024
Study Session

AGENDA BILL INFORMATION

TITLE:	AB 6413: City Geographic Information Systems (GIS) Products Presentation	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Receive report. No action necessary.	

DEPARTMENT:	Administrative Services
STAFF:	Ali Spietz, Chief of Administration Leah Llamas, GIS Coordinator Matt Ringel, GIS Analyst II
COUNCIL LIAISON:	n/a
EXHIBITS:	1. City GIS Products Presentation
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The Geographic Information Systems (GIS) services team at the City of Mercer Island will present the various GIS products that support City department activities (internal customers) and public requests (external customers). It will also highlight GIS projects that are key in maintaining the City's GIS layers and supporting City businesses. The presentation will cover GIS Services, internal and external customers and products, and highlights from key GIS products.

BACKGROUND

GIS is a system that creates, manages, analyzes, and maps all data types. GIS connects data to a map, integrating location data (where things are) with all types of descriptive information (what things are like). This provides a foundation for mapping and analysis which helps users understand patterns, relationships, and geographic context. The key to using the data is creating various visual products that efficiently tell a story, communicate, share information, or answer questions that assist in better management and decision-making.

ISSUE/DISCUSSION

The City of Mercer Island is fortunate to have a robust GIS program to support strategic decision-making as well as daily City operations. In addition, the City can provide products and data to empower the public to do their research about the community, assist external agencies in creating project site plans, or produce spatial presentations to enhance specific reports or analyses.

During the presentation at the Council meeting, staff will present static and interactive maps that internal and external customers use for day-to-day operations and project implementation. They will present information about field collection and real-time tracking applications and preview the City's new geospatial hub.

RECOMMENDED ACTION

Receive report. No action necessary.

City Council Study Session February 20, 2024 AB 6413



Item 1.

CITY GIS PRODUCTS

TONIGHT'S PRESENTATION

1 MEET THE TEAM

2 CITY GIS HISTORY

3 GIS SERVICES

4 INTERNAL PRODUCTS

5 EXTERNAL PRODUCTS

6 KEY PROJECTS

7 SUMMARY

8 QUESTIONS

PRODUCT DEMOS:

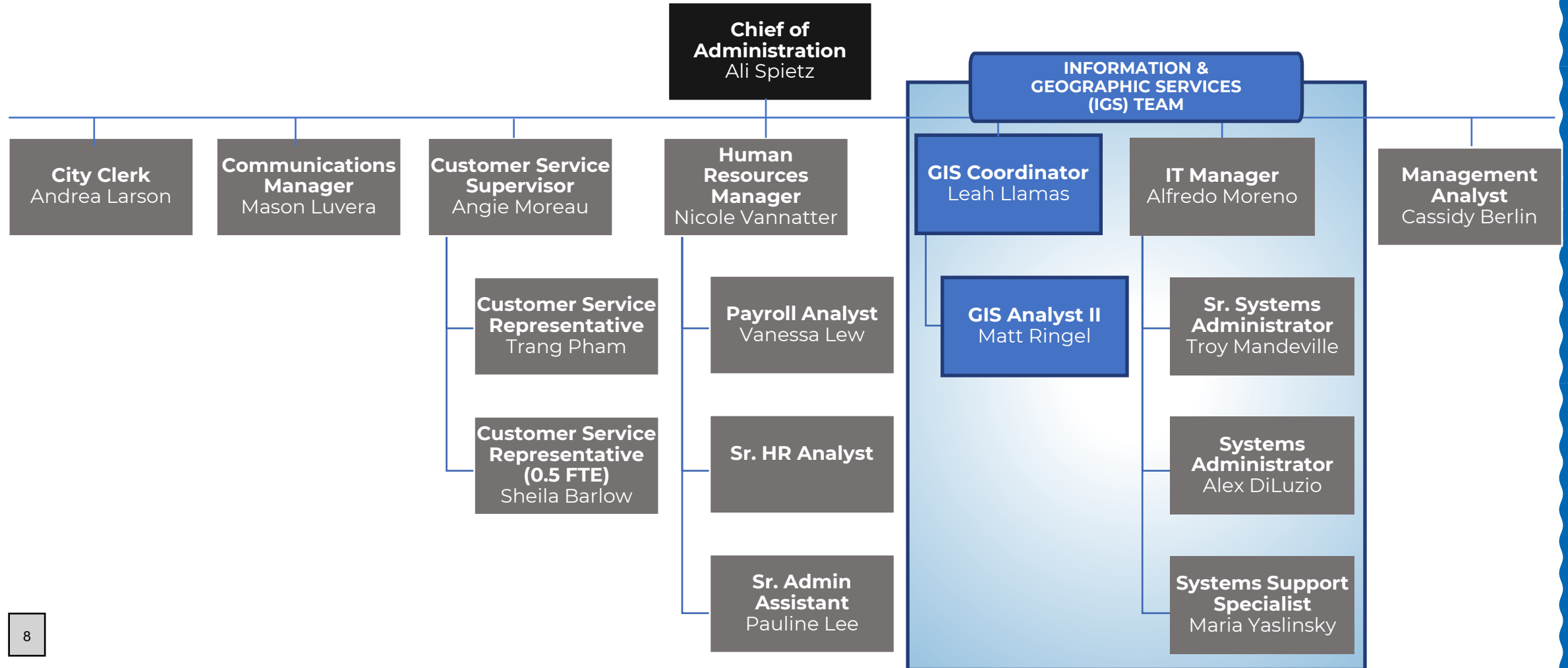
- Internal Web GIS
- Pavement Sensor Dashboard
- Public GIS Data & Map Archive
- Permit & Land Use Web Map

MEET THE TEAM

3

Item 1.

ADMINISTRATIVE SERVICES DEPARTMENT


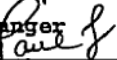


GIS HISTORY IN THE CITY

COUNCIL PRESENTATION DATES

1. 1991, AB2617: Acquire GIS for the City
 - Planning Department
2. 1997, AB3174: GIS Update & Discussion
 - Storm Water Data
3. 1998, AB3319: Status of the GIS Program
 - Summary & Accomplishments to date
4. 2000, AB3530: GIS Demonstration
 - Water & Sewer Data
5. 2021, AB5854: GIS Services
 - Summary of GIS services
6. 2024, AB6413: City GIS Products
 - Internal & External GIS Products

Business of the City Council
City of Mercer Island, WA

PRESENTATION OF GIS/PDA	Bill No. <u>2617</u>
	Dept Origin <u>DEV. SERVICES</u>
	Date Submitted <u>11/07/91</u>
	For Agenda of <u>11/11/91</u>
	Class: PRESENTATION
	Exhibits: NONE
Proceeding: Adjourn to the DSG Work area for presentation/discussion	
Council Liaison: N/A	Clearance: DSG Mgr.  Approved by City Manager  Submittal
Expenditure Required: N/A	Amount Budgeted: N/A Appropriation Required: N/A

SUMMARY STATEMENT

The Development Services Group will present, for Council's information, the status of the development of the Geographic Information System (GIS) and the Planning and Data Acquisition System (PDA). This presentation will be held in the Departmental work area. Staff will present information outlining the department's "paperless" review system, electronic mapping, integrated data base management, and system integration with existing and potential users.

GIS SERVICES

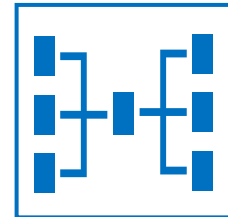
INTERNAL & EXTERNAL CUSTOMERS



MAPS



DATA



INTEGRATION



APPLICATIONS

INTERNAL CUSTOMERS



ANALYSIS



PROJECTS



SUPPORT



TRAINING

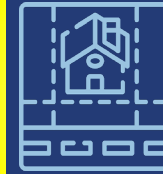
INTERNAL CUSTOMERS



CITY
ATTORNEY'S
OFFICE



CITY
MANAGER'S
OFFICE



COMMUNITY
PLANNING &
DEVELOPMENT



COMMUNITY
& EVENT
CENTER



FINANCE



PARKS &
RECREATION



PUBLIC
SAFETY



PUBLIC
WORKS

CITY DEPARTMENTS HAVE MADE GIS A CENTRAL PART OF THEIR DAILY OPERATIONS

INTERNAL PRODUCTS

STATIC MAPS

- Atlas
- Decision-Making
- Agenda Bill
- Analysis
- Projects
- Wall Maps

INTERACTIVE MAPS

- Web GIS
- Enterprise-Asset Management
- Permit & Land Use
- Field Collection

REAL-TIME TRACKING

- Snow Events
- Street Sweeping
- Pavement Sensor Dashboard

DAY-TO-DAY

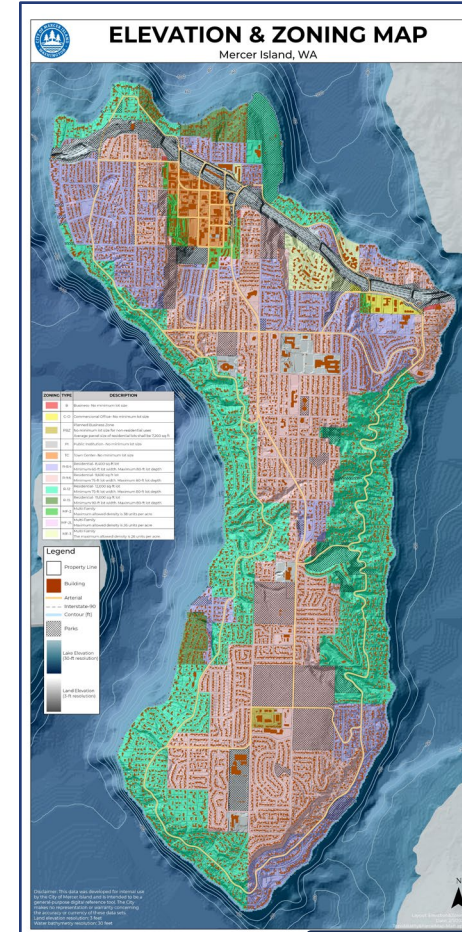
- Work Order Updates
- CIP Updates
- Data Processing

REFERENCE MAPS Atlas & Decision-Making



MAP ATLAS

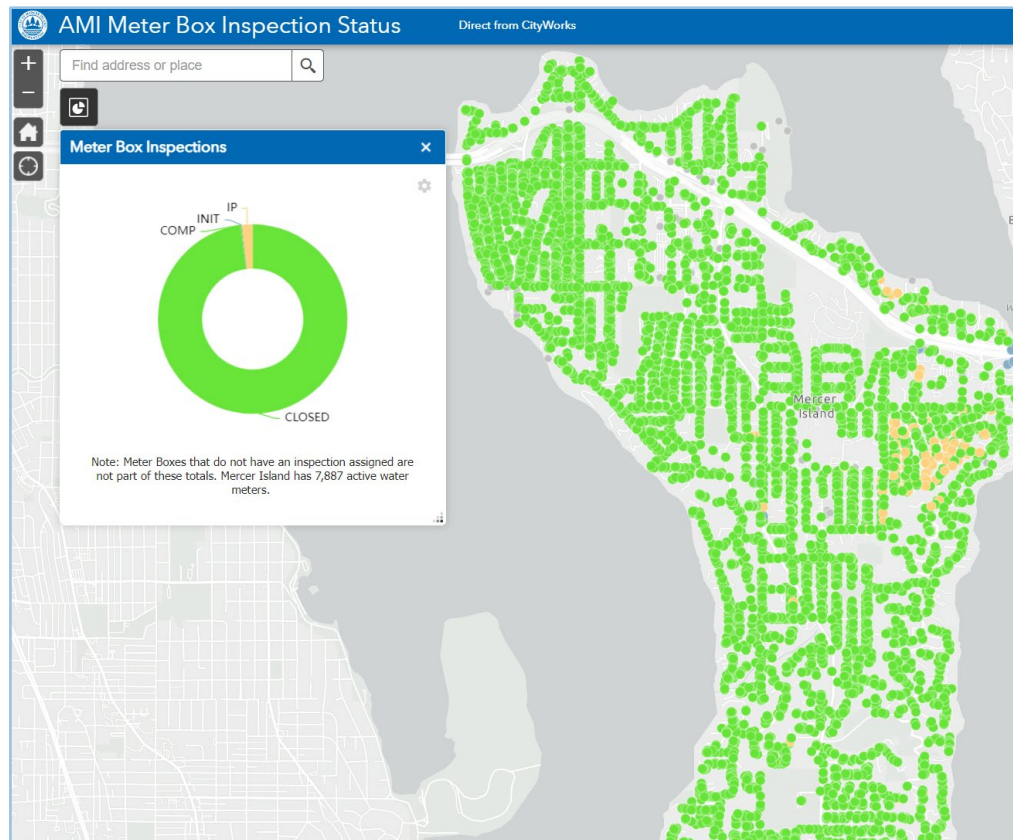
- Water, Sewer, Storm & Fire
- Variety of sizes
- Digital copies available
- Public Works staff & trucks
- Public Safety
- Emergency Operations Center



DECISION-MAKING

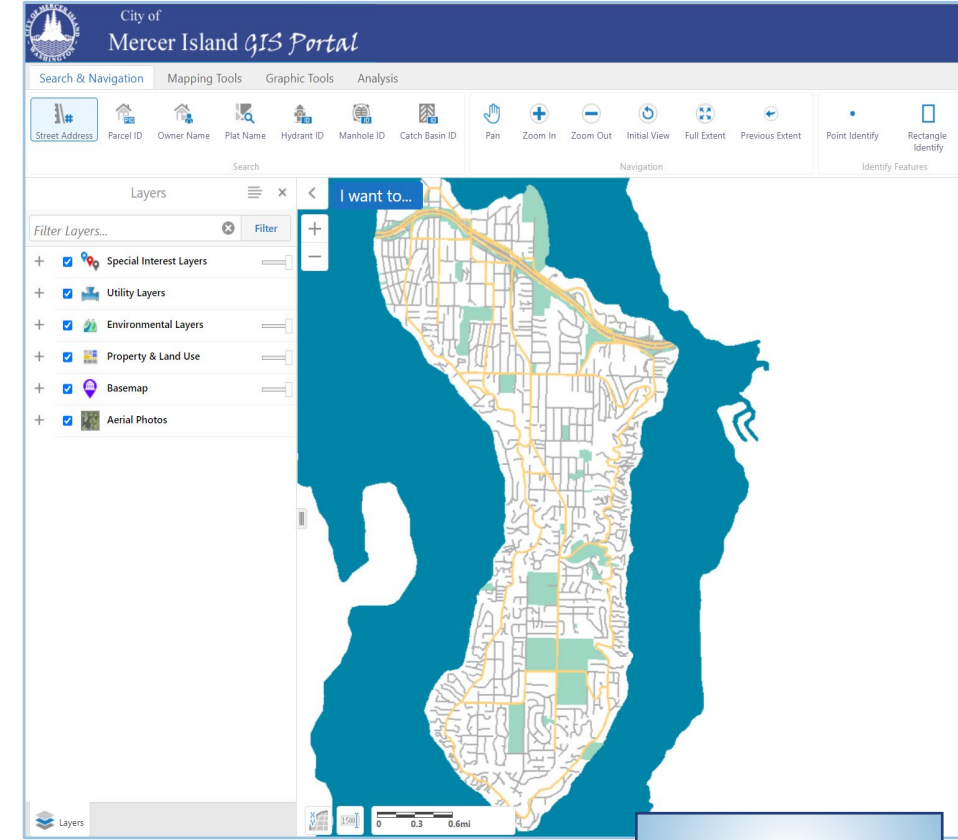
- Legislative meeting maps
- Visual maps to assist navigate talking points

INTERACTIVE MAPS- WebGIS & Cityworks



ASSET MANAGEMENT SOFTWARE

- Displays all City assets, active work orders, service requests, inspections, and more
- Extract data to create more maps (ex: meter inspections)

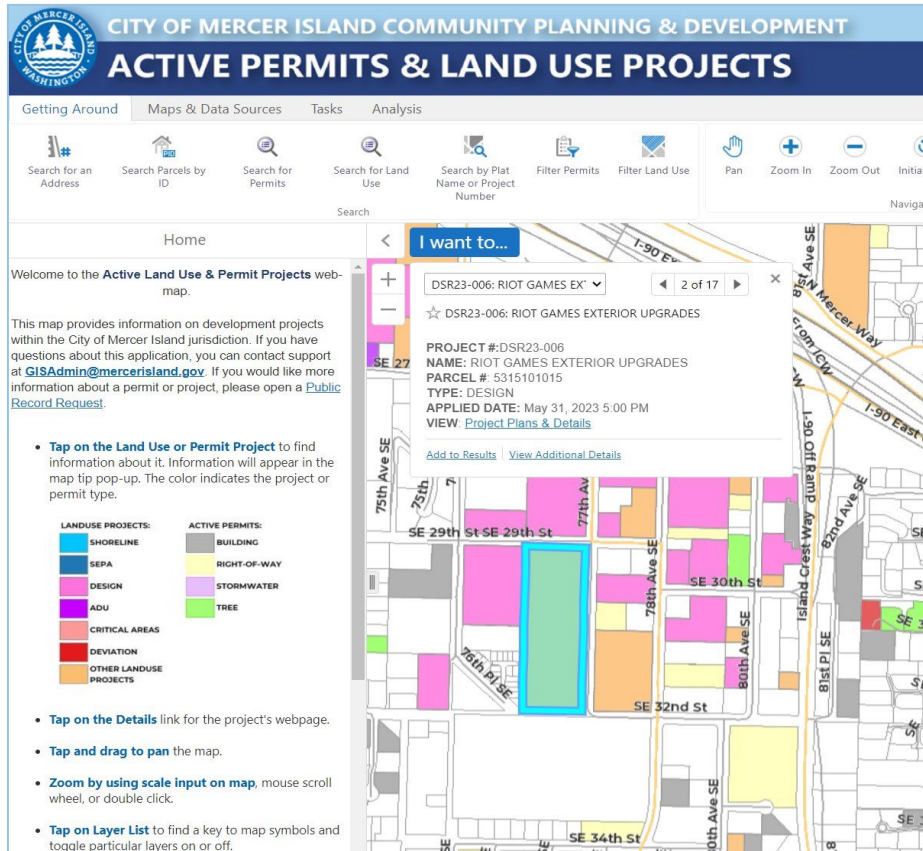


CITY WEB GIS

- Over 100 dynamic layers
- Link to documents
- Custom tools (Mailing Labels, Hazard Summary)
- Imagery from 1946-2023

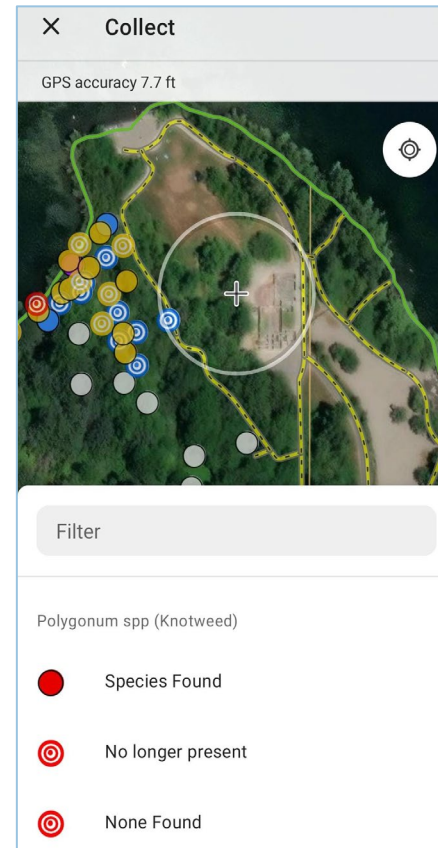
DEMO

INTERACTIVE MAPS- Permits & Field Inventory



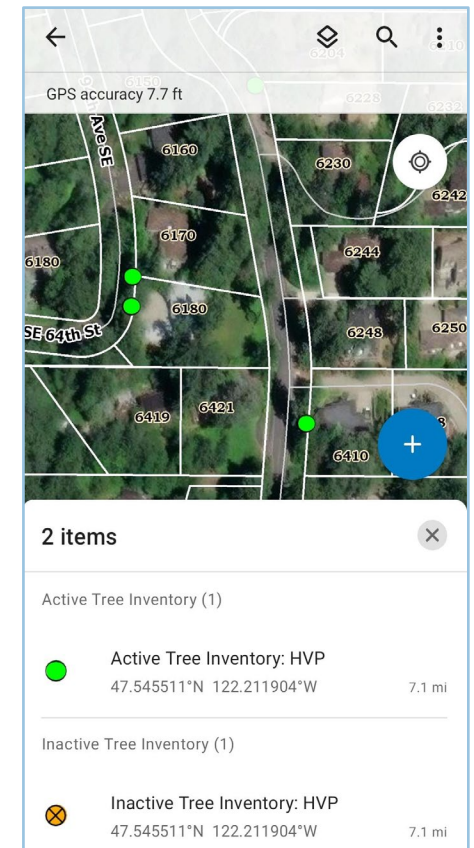
PERMIT & LAND USE

- Search for active Permits & Land Use
- Filter by various timeframes
- Link to permit document



FIELD INVENTORY APPLICATIONS

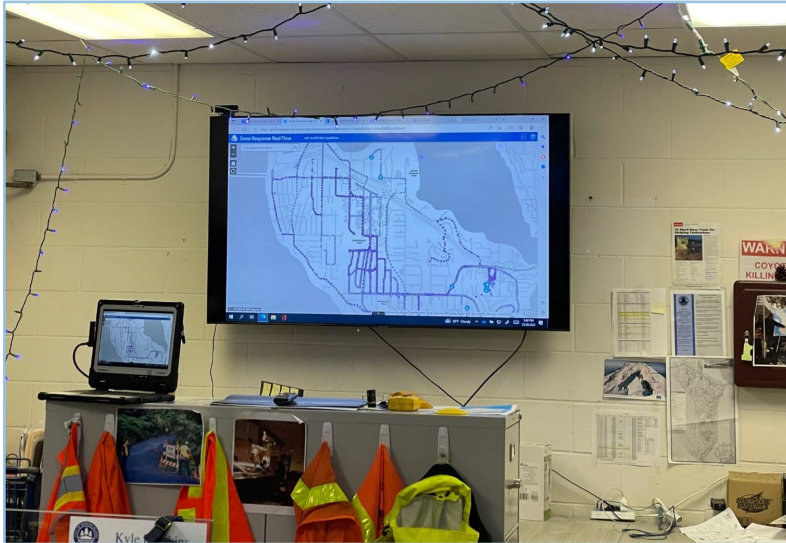
- Noxious (Invasive) Weeds/Species
- ROW & Park Tree Inspections
- Park Trail Defects **(NEW!)**



REAL-TIME TRACKING

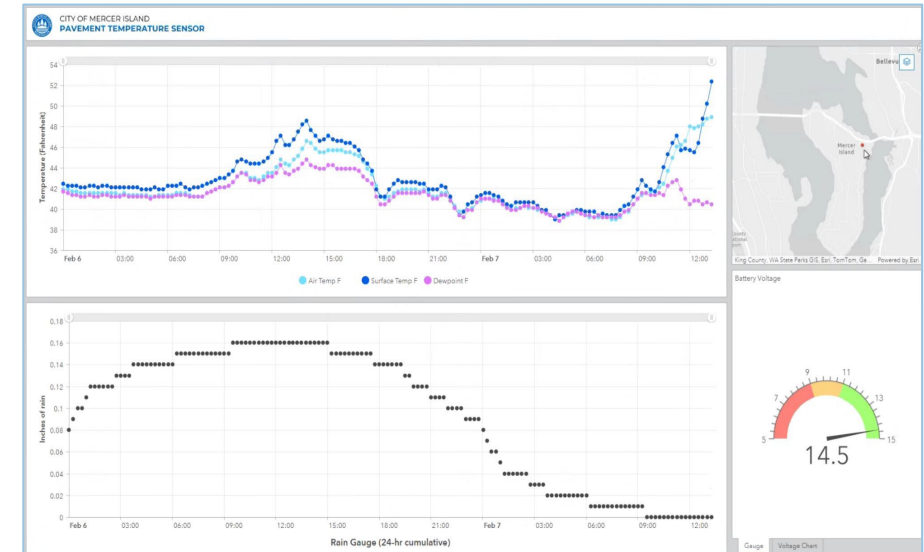
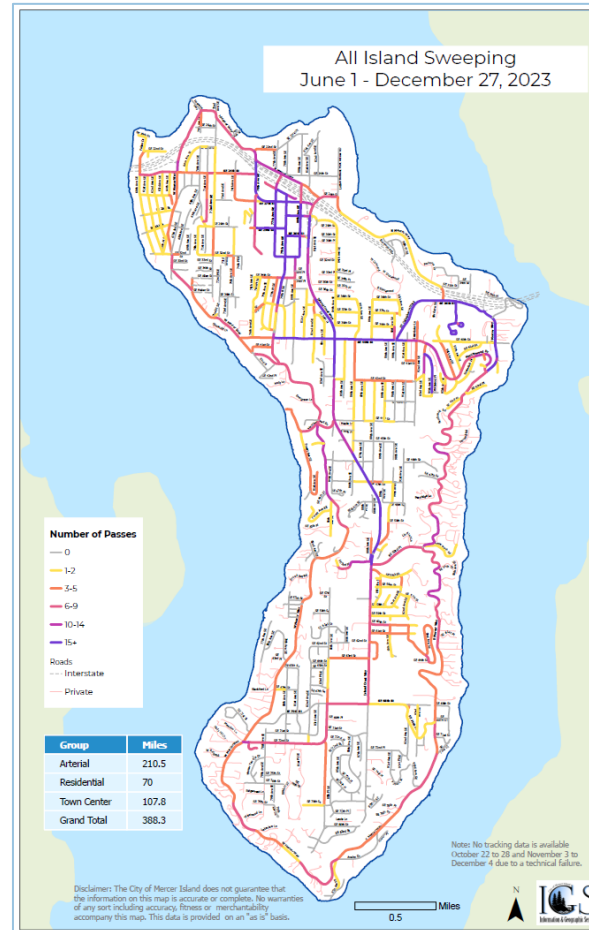
STREET SWEEPING

- Street sweeping
- Cumulative mileage



SNOW EVENTS

- Live map to visualize streets cleared during a snow event (internal use only)
- Post-event data summary used to improve future snow-events



PAVEMENT SENSOR

- Real-time weather pavement conditions
 - Temperature
 - Rainfall
 - Battery life gauge

DEMO

DAY-TO-DAY

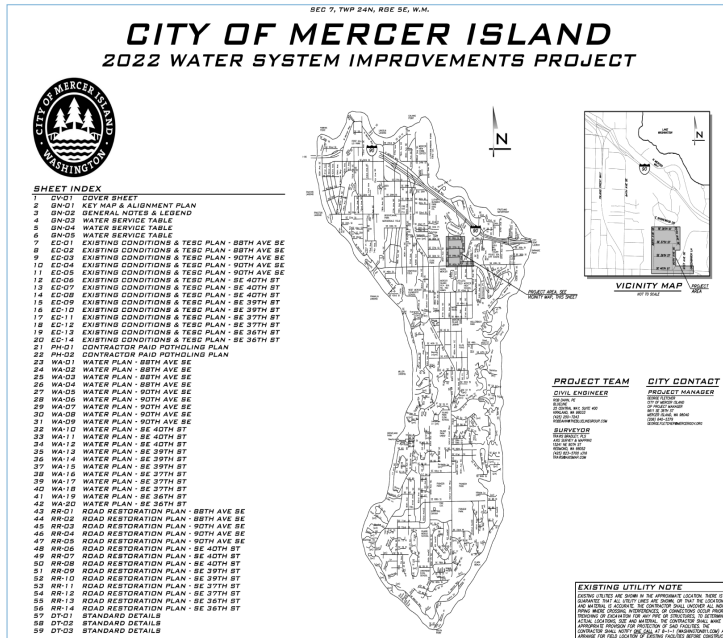
Open	Print	Expand	Configure	Map	
<input type="checkbox"/> Wo	Description	Proj Start Date			
<input type="checkbox"/> 46655	Water Meter - GIS Update	07/5/2023 1:05 PM			
<input type="checkbox"/> 46595	Sewer Main - GIS Update	06/30/2023 2:51 PM			
<input type="checkbox"/> 46557	Water Service - GIS Update	06/29/2023 9:57 AM			
<input type="checkbox"/> 46519	Sign Post - GIS Update	06/27/2023 9:37 AM			
<input type="checkbox"/> 46439	Sign - GIS Update	06/23/2023 12:55 PM			
<input type="checkbox"/> 46428	Sign Post - GIS Update	06/23/2023 10:43 AM			
<input type="checkbox"/> 46372	Water Service - GIS Update	06/22/2023 9:38 AM			
<input type="checkbox"/> 46371	Water Service - GIS Update	06/22/2023 9:33 AM			
<input type="checkbox"/> 46336	Sign Post - GIS Update	06/21/2023 9:52 AM			
<input type="checkbox"/> 46309	Water Meter - GIS Update	06/20/2023 1:04 PM			
<input type="checkbox"/> 46393	Park Art - GIS Update	06/20/2023 12:00 PM			
<input type="checkbox"/> 46186	Water Service - GIS Update	06/15/2023 8:24 AM			
<input type="checkbox"/> 46184	Sign Post - GIS Update	06/15/2023 7:59 AM			
<input type="checkbox"/> 46099	Water Main - GIS Update	06/8/2023 3:00 PM			
<input type="checkbox"/> 46098	Water Service - GIS Update	06/8/2023 2:52 PM			
<input type="checkbox"/> 45803	Water Meter - GIS Update	06/1/2023 1:27 PM			

WORK ORDERS

- 2000+ GIS work orders processed to date
- Daily updates to City assets

CIP UPDATES

- Project vicinity updates
- Related asset updates
Ex: New water main will have a new meter, hydrant, and service line connections



TASK	UPDATE	LAST RAN	NEXT RUN
SPU Water Quality Reports	Weekly	2/13/2024	2/20/2024
Sign Photo Links	Weekly	2/8/2024	2/15/2024
Update Workorders	Weekly	2/8/2024	2/15/2024
Update AssetID	Weekly	2/8/2024	2/15/2024
Sweeper Map	Weekly	2/9/2024	2/16/2024
Check Scripts	Weekly	2/9/2024	2/16/2024
Update Land Use	Monthly	2/2/2024	3/3/2024
Process Sewer Video	Monthly	2/8/2024	3/9/2024
Update Assessor Table	Monthly	2/9/2024	3/10/2024
Update Easement	Quarterly	1/12/2024	4/12/2024
Update Geotech Reports	Monthly	2/14/2024	3/15/2024
Process Storm Videos	Monthly	2/8/2024	3/9/2024
Water Meter & Meter Links	Quarterly	1/19/2024	4/19/2024
Update Trak-it tables with County Data	Quarterly	6/16/2023	9/15/2023

DATA PROCESSING

- Daily, weekly, monthly and quarterly data updates
- Data integrity checks
- Scripting and programming for efficiency

EXTERNAL CUSTOMERS



RESIDENTS/
POTENTIAL
RESIDENTS



DEVELOPERS
& BUILDERS



CONSULTANTS



REAL
ESTATE
AGENTS



SURVEYORS



EMERGENCY
DISPATCH



KING
COUNTY

PUBLIC ENTITIES THAT REQUEST GIS-RELATED INFORMATION/DATA

EXTERNAL PRODUCTS

DATA DOWNLOADS & MAP ARCHIVE

- City Spatial Hub Site

INTERACTIVE APPLICATIONS

- Permit & Land Use Search
- Public Web GIS
- Crime Map
- Public Art

LAND USE

- Addressing
- Land Rights & Ownership

OTHER

- Public Records
- Regional Partnerships
- Data Sharing (E911, King County)

DATA DOWNLOADS & MAP ARCHIVE

Welcome to the City of Mercer Island's maps and spatial data collection. This site provides map-based information designed to help users better understand their community. You can explore, visualize, and download location-based data.

FEATURED CONTENT

Launch the City of Mercer Island's interactive web map, download map layers, and view the map collection



WEB MAP

Interactive City Web Map

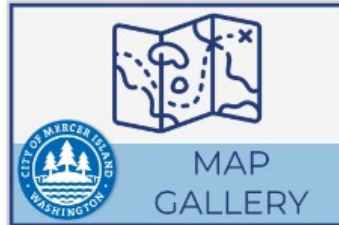
Web-map application that allows the community to view data and aerial images in an interactive map display



DOWNLOAD LAYERS

Download Map Layers

Search & download commonly requested City map layers



MAP GALLERY

Mercer Island Map Gallery

Visit the map gallery and download an electronic copy (PDF files)

EXPLORE MORE APPLICATIONS

Applications provide access to information along with tools to interact with the data. View the applications below that align with specific goals and initiatives



ZONING WEB MAP

Zoning Map

Explore the City's land use zones.



CRIME WEB MAP

Crime Map

Crime over the past 6 months days. Data is updated every 24 hours.



TREE PERMIT WEB MAP

Tree Permit Map

Determine if a tree is in a Critical Area



PUBLIC ART COLLECTION

Public Art Collection

Explore the City's public art collection.

CITY'S SPATIAL DATA SITE

DEMO

- Public access to spatial data
- Public-facing interactive map
- Download layers
- Map archive
- Interactive applications

INTERACTIVE MAPS- Permit & Land Use

PERMIT & LAND USE WEB MAP

DEMO

- Development project information
 - *Permits*
 - Building, Right of Way, Stormwater, Tree
 - *Land Use*
 - Shoreline, SEPA, Design, ADU, Critical Areas, Deviation, Subdivisions
- Filter by various timeframes
- Link to permit document

CITY OF MERCER ISLAND COMMUNITY PLANNING & DEVELOPMENT
ACTIVE PERMITS & LAND USE PROJECTS

Getting Around | Maps & Data Sources | Tasks | Analysis

Search for an Address | Search Parcels by ID | Search for Permits | Search for Land Use | Search by Plat Name or Project Number | Filter Permits | Filter Land Use | Pan | Zoom In | Zoom Out | Initial

Home

Welcome to the **Active Land Use & Permit Projects** web-map.

This map provides information on development projects within the City of Mercer Island jurisdiction. If you have questions about this application, you can contact support at GISAdmin@mercerisland.gov. If you would like more information about a permit or project, please open a [Public Record Request](#).

• **Tap on the Land Use or Permit Project** to find information about it. Information will appear in the map tip pop-up. The color indicates the project or permit type.

LANDUSE PROJECTS:	ACTIVE PERMITS:
SHORELINE	BUILDING
SEPA	RIGHT-OF-WAY
DESIGN	STORMWATER
ADU	TREE
CRITICAL AREAS	
DEVIATION	
OTHER LANDUSE PROJECTS	

• **Tap on the Details** link for the project's webpage.

• **Tap and drag to pan** the map.

• **Zoom by using scale input on map**, mouse scroll wheel, or double click.

• **Tap on Layer List** to find a key to map symbols and toggle particular layers on or off.

Map Tip Pop-up:

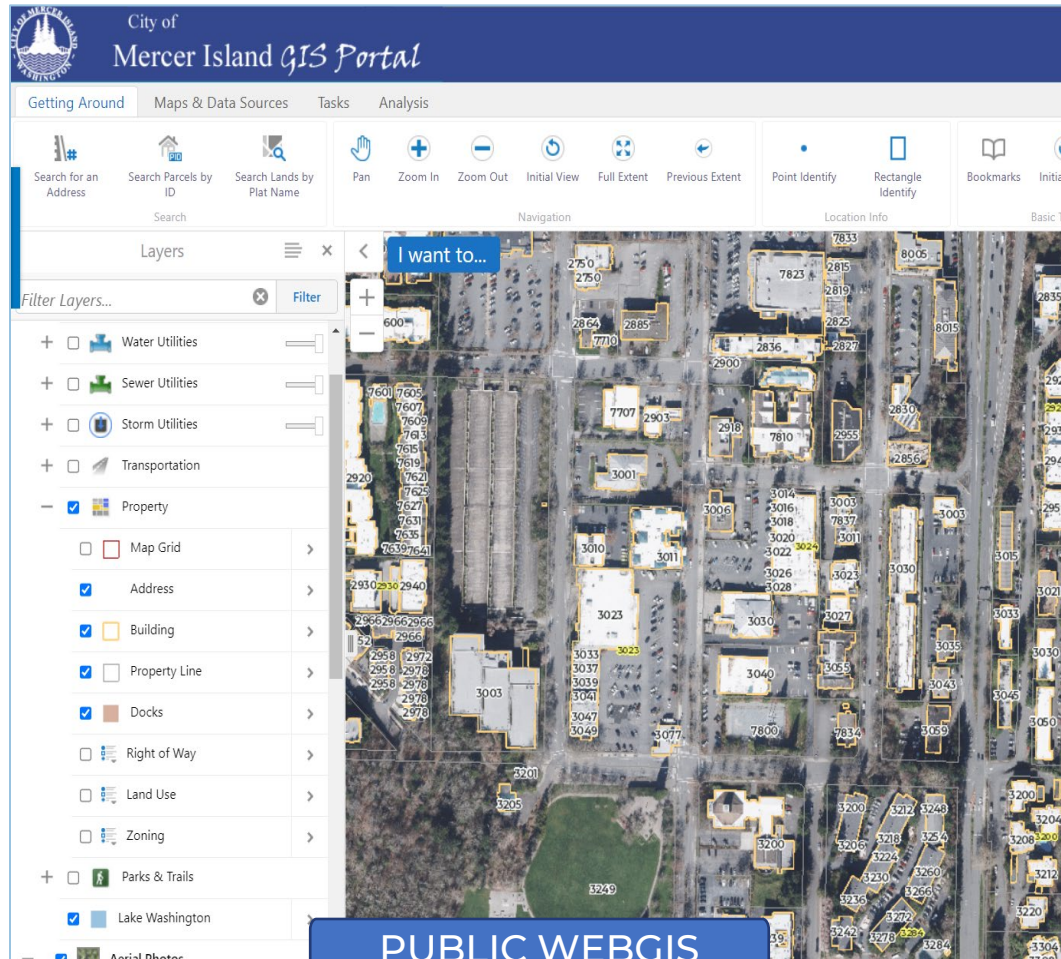
DSR23-006: RIOT GAMES EX

☆ DSR23-006: RIOT GAMES EXTERIOR UPGRADES

PROJECT #: DSR23-006
 NAME: RIOT GAMES EXTERIOR UPGRADES
 PARCEL #: 5315101015
 TYPE: DESIGN
 APPLIED DATE: May 31, 2023 5:00 PM
 VIEW: [Project Plans & Details](#)

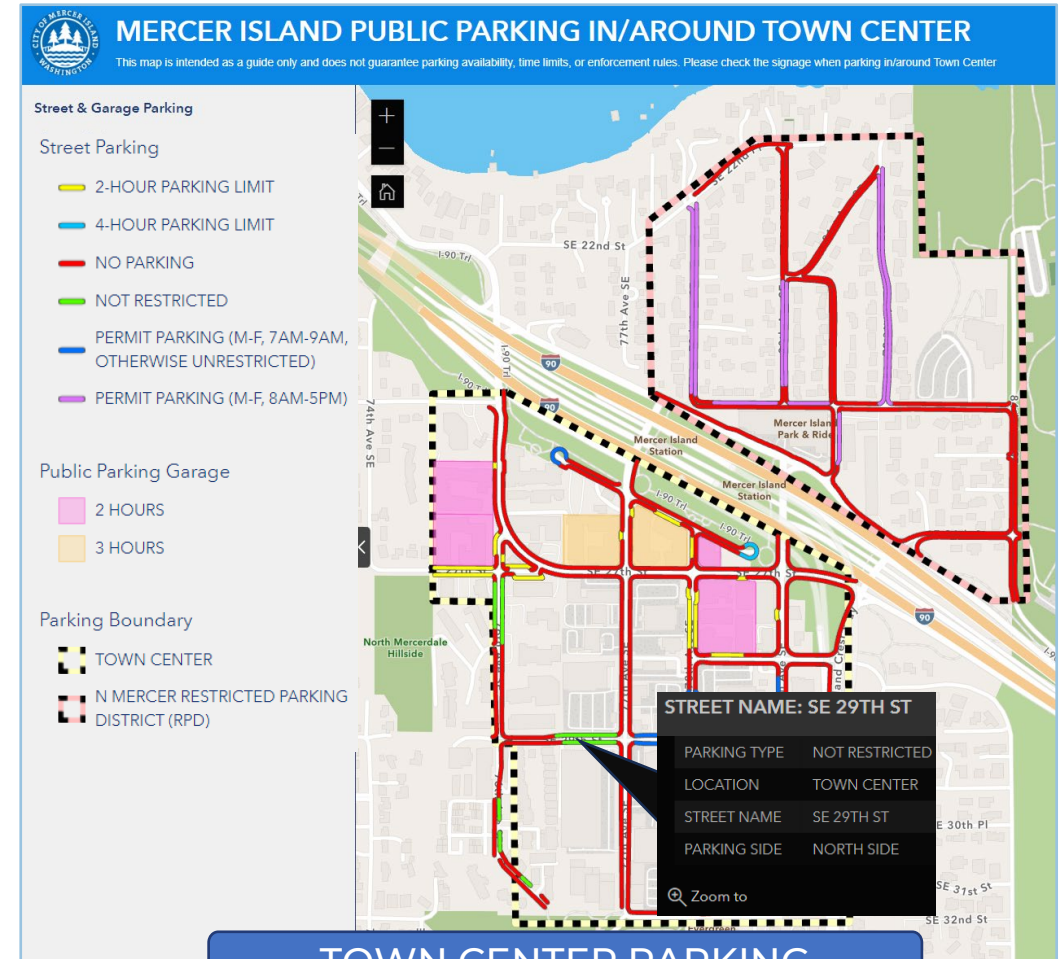
[Add to Results](#) | [View Additional Details](#)

INTERACTIVE APPLICATIONS- Other Web Products



PUBLIC WEBGIS

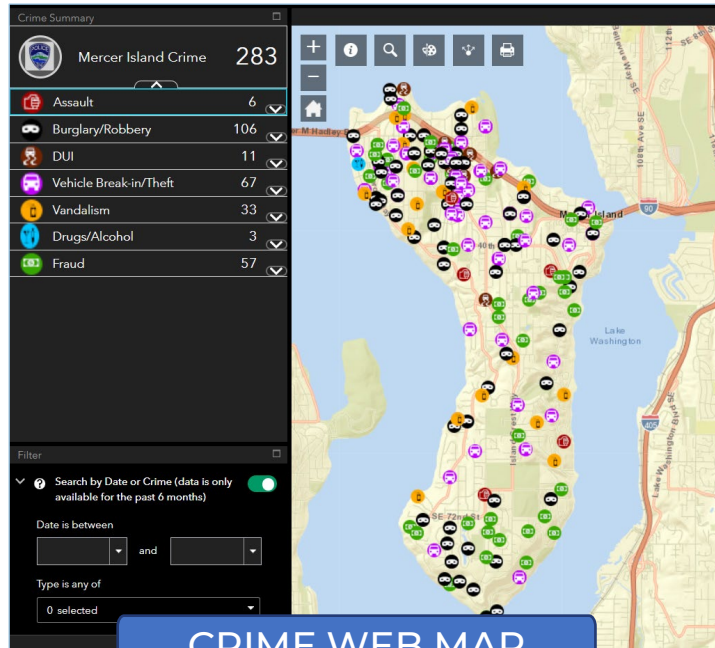
- Explore the Island
- View
 - Property documents
 - Aerial Imagery



TOWN CENTER PARKING

- Street Parking
- Public Parking Garages

INTERACTIVE APPLICATIONS- Other Web Products



- Explore crime activity
- Filter by
 - Time frame
 - Type of crime



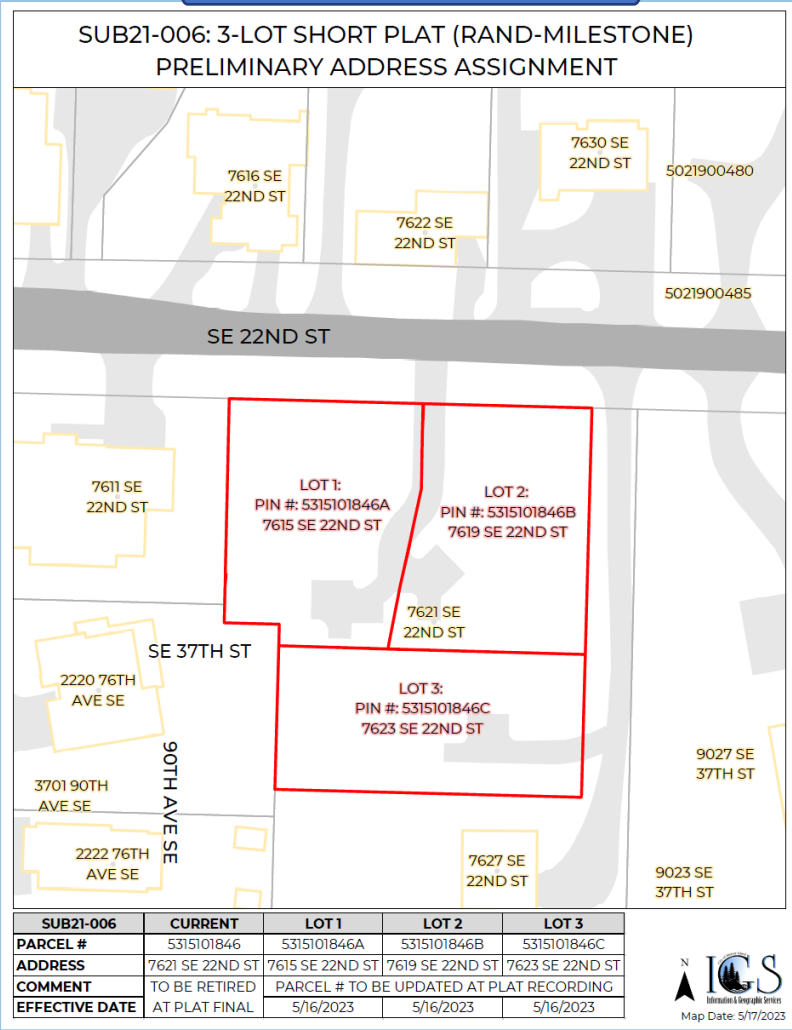
- Public art locations
- View
 - Photo
 - Description
 - Artist Information
- Art for purchase

FUTURE APPLICATIONS

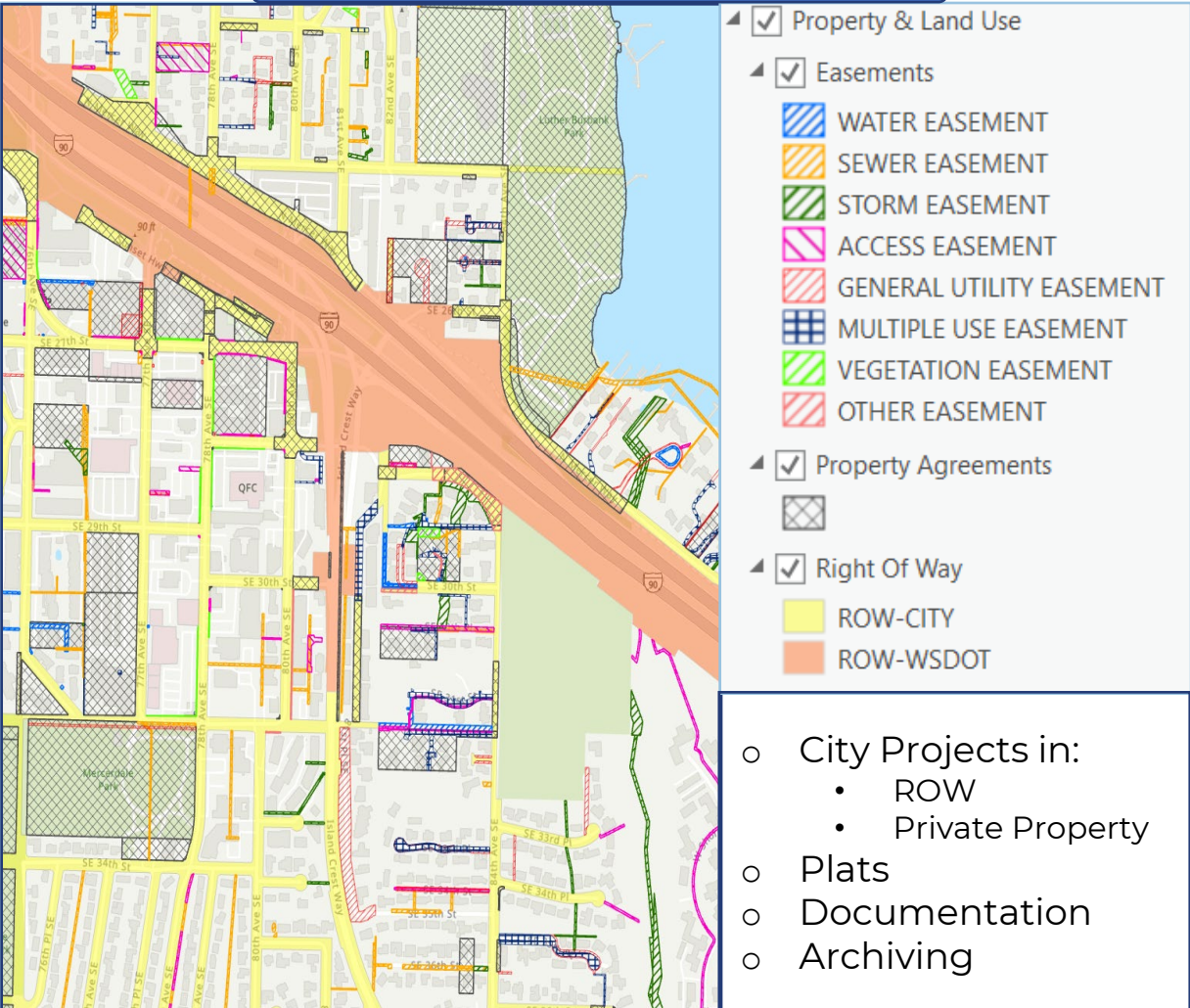
- Upgrade to
 - Crime Map
 - Public Art
- New
 - Donated Benches
 - Picnic & Event Facilities
 - Capital Improvement Projects

LAND USE

ADDRESSING



LAND RIGHTS & OWNERSHIP



KEY PROJECTS

METER REPLACEMENT

- Island-wide water meter replacement
- Coordination with Public Works & Finance

PUBLIC WORKS

- Utility Network Upgrade
- Lead Service Line

APPLICATIONS ENHANCEMENTS

- WebGIS
- Cityworks
- Field Collection
- Story Maps

IMAGERY ACQUISITION

- High resolution
- Building & street updates

SUMMARY

EVERY ORGANIZATION IS SPATIAL

- WHERE are your assets
- WHERE are your customers
- WHERE is the incident
- WHERE is the property

LOCATION INTELLIGENCE

- Data has context & meaning
- Visual
- Data sharing

MAKES SENSE OF THE WORLD

- Change over time
- Identify patterns
- Optimizes planning

HISTORY OF MERCER ISLAND

- A century of data
- Data preservation
- Spatial library
- Simplify & distribute

THANK YOU!

QUESTIONS?

Leah Llamas - GIS Coordinator
Matt Ringel - GIS Analyst II



Item 1.

City Manager's Report

Tuesday, February 20, 2024





Council Board and Commission Updates



Hybrid Meetings

- Upcoming Hybrid City Council Meeting
 - Friday, March 1 at 9:00 AM – Council Planning Session
 - Tuesday, March 5 at 5:00 PM
- Hybrid Boards and Commissions Meetings (All Meetings on Zoom)
 - Planning Commission – February 28 at 6:00 PM
- Visit www.mercerisland.gov/meetings for more information.



City Updates



City Hall Transitions

- On Tuesday, February 27, the first two MIPD modular buildings, the locker room portable and evidence room portable, will be delivered. Site development and utility connection engineering is ongoing.
- Kudos to our Utility Billing Team who went above and beyond during their file organization and move-out of City Hall recently! They sorted Finance materials as well as emptied existing bins into the larger totes and arranged for pickup. Their efforts supported our busy custodial staff and made a good dent in the process of clearing out City Hall.



Parks Zone Update

Item 2.

- The City of Mercer Island is updating its Comprehensive Plan as part of the periodic review required by the Washington Growth Management Act (GMA). The City Council added the creation of a new Parks Zone to the 2024 Comprehensive Plan Periodic Update scope of work with [Resolution No. 1621](#).
- The Planning Commission and Parks and Recreation Commission held a joint special meeting on February 8, 2024, to discuss the revised process and the collaborative work ahead.
- City Manager Jessi Bon presented on the background of the Parks Zone idea, as well as the adoption of the PROS Plan and the process of updating the City's Comprehensive Plan.
- The Parks and Recreation Commission will begin their review work of the parks zone on March 7.

letstalk.mercergov.org/parks-zone



Island Crest Park Athletic Fields Turf Replacement

- Last week, FieldTurf finished laying and trimming most of the new turf for the North Infield at Island Crest Park.
- The remaining infield turf, including high-wear areas such as home plate, the baselines, and the new permanent pitcher's mound, will be installed this week.
- This project is on track to be completed by the end of the month and ready to go for MIHS Boys Baseball to start.
- Questions can be sent to Sarah Bluvas, CIP Project Manager, at sarah.bluvas@mercerisland.gov.

Item 2.



Sewer Basin 40 Project Update

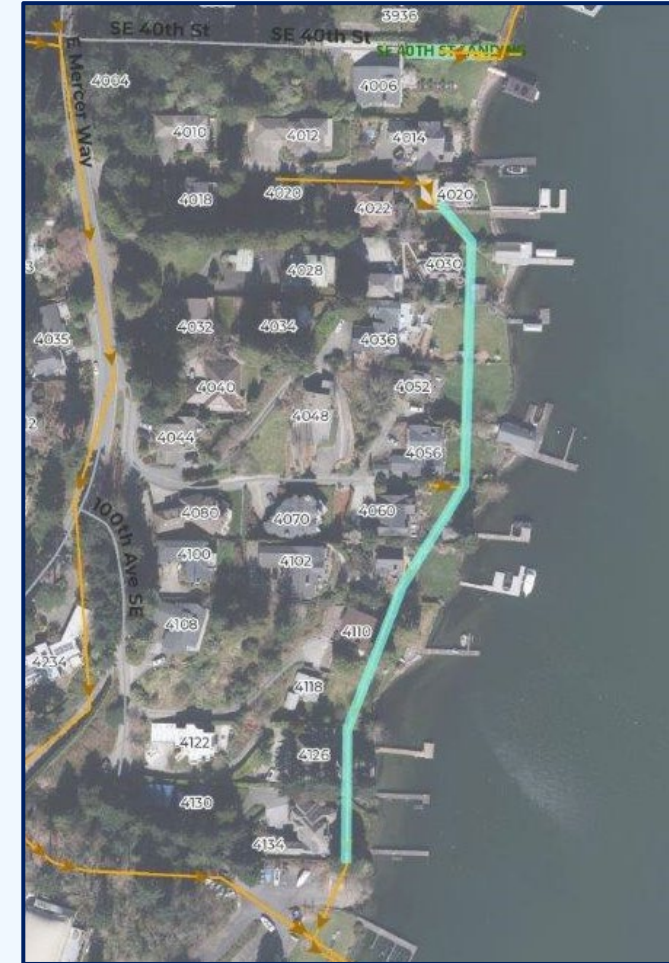
- Teams are installing 12,000 feet of cured-in-place-pipe (CIPP) into existing sewer mains to prevent groundwater seepage and stormwater runoff inflow into our sewer network.
- In February, Insta-Pipe successfully lined the most difficult sewer mains of this project.
- Up until now, crews had been working out of an assortment of specially-equipped box trucks meant for collecting CCTV, jetting, bypassing, curing, and reinstating, but steep narrow driveways and backyard manhole locations in the final phases of the project meant the team had to re-configure their work plan.



Sewer Basin 40 Update

Item 2.

- From 4022 E Mercer Way to the Mercerwood Shore Club boat ramp, crews hand carried lines and equipment overland, deployed a custom barge, and winched CIPP liner material through nearly 1000 feet of existing and previously lined sewer main to execute the work. This difficult access led to a few workdays finishing up after dark.
- The project is nearly complete, with only about 600 feet of liner and less than 60 service connection seals remaining to install.
- All work should be finished by the end of March.



Luther Burbank Boiler Building

- City staff had a preconstruction meeting this week with our design consultant and contractor. The contractor will begin mobilizing staff and equipment to the Boiler Building site this week.
- Trail areas near the Boiler Building will be temporarily closed, and the main Luther Burbank parking lot will be used for some contractor parking over the next couple of months until park usage increases in the spring.



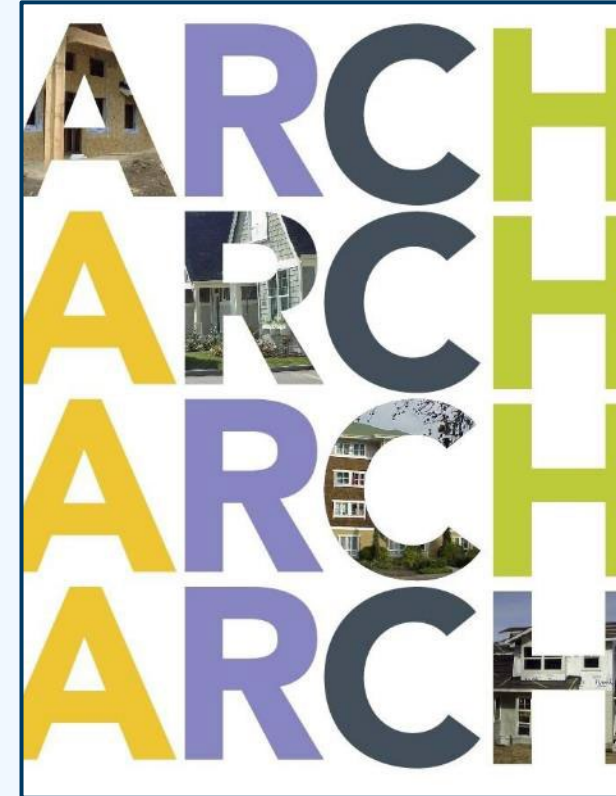
Celebrating Lunar New Year

- On Sunday, January 10, the Mercer Island Chinese Association, in partnership with the City, hosted a wonderful Lunar New Year celebration at the Community Center.
- **Over 1,500 people attended** and enjoyed a fun-filled day of activities, dazzling performances, crafts, and tasty cuisine. We are already talking about additional collaborations!



ARCH Community Advisory Board

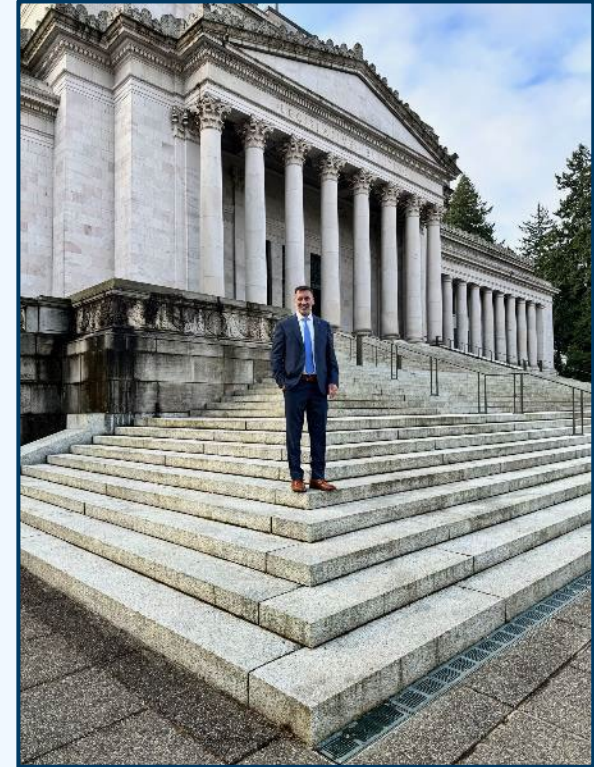
- A Regional Coalition for Housing (ARCH) is recruiting volunteers for the Community Advisory Board (CAB).
- The CAB consists of twelve to fifteen community residents and housing professionals that work with ARCH staff to evaluate local housing funding proposals and increase awareness of housing issues on the Eastside. Board members contribute their understanding of housing and community issues, as well as varied specialized perspectives.
- The CAB typically meets the fourth Wednesday evening of each month for two hours either virtually or in-person in Redmond.
- Applications are due March 15. For more info, please see the ARCH website at archhousing.org/news.



Legislative Session Updates

Item 2.

- Last week, Mayor Nice testified in Senate Local Government Committee in opposition to HB 2160, the transit-oriented development bill, and in support of HB 1956, the Fentanyl education and prevention bill in the Senate Committee on Early Learning & K-12 Education.
- This morning, Mayor Nice testified in opposition of HB 2474, which inserts Department of Commerce into our permit review process related to transitional housing, permanent supportive housing, and homeless shelters. Shortly after testimony was heard, the Senate Local Government, Land Use & Tribal Affairs committee declined to move this forward.
- There are a handful of bills that relate to recruitment and retention of police officers. AWC is leading the advocacy work on these bills this session.



Upcoming Events



Senior Resource Fair

- The City's Recreation Division and Youth and Family Services Department are hosting a Senior Resource Fair to provide older adults with information, resources, and services that cater to their specific needs and interests.
- This event is a great opportunity for seniors and their families to see all that's available in our community to help navigate various aspects of aging, while maintaining a healthy and fulfilling lifestyle.
- This free event takes place on Saturday, March 2, 2024 from 10:00am - 12:00pm.
- More information can be found at mercerisland.gov/parksrec

Item 2.



The City of Mercer Island Presents:

SENIOR RESOURCE FAIR

MARCH 2 | 10AM - 12PM
Mercer Island Community Center

Attention Mercer Island Seniors!

Get ready to unlock a treasure trove of resources and services tailored just for you.

Bring your loved ones along and discover a world of tips and tricks to keep you healthy and happy within your community!

- Youth & Family Services Support
- Parks & Recreation offerings
- Local Providers & Resources
- Volunteer Opportunities
- REFRESHMENTS & MORE!

SPONSORED BY:    

Mercer Island Community & Event Center | 8236 SE 24th St.
206.275.7609 | miparks@mercerisland.gov



Mostly Music in the Park 2024

- Is it summer yet?
- Please mark your calendars for 2024 Mostly Music in the Park: 7/11, 7/18, 7/25, and 8/1, from 6:30pm to 8:30pm!
- We'll have a shorter summer schedule this year due to the upcoming sewer line replacement at Mercerdale Park.
- Sharing a big thank you to our sponsors – 4Culture and MioPosto!



Some Good News



Thank you to MIPD Officer Lum!

- Recently, a community member reached out to thank MIPD Officer Lum for a positive experience they shared.
- A Mercer Island Kindergarten Girl Scouts troop was hosting a meeting about respecting others. Officer Lum came to the meeting, answered questions from the group of young girls, and did a wonderful job talking with them about how to be safe.
- We thank Officer Lum and Sergeant Schmalhofer for investing their time in building positive experiences like this with our youth and community.



MI Thrift Shop Now Open on Fridays!

- The Mercer Island Thrift Shop recently opened on Fridays for shopping from 9:00 am to 5:00 pm.
- The first three Fridays have gone well, but we need more volunteers! If you are interested, sign up at mercerislandthrift.org/volunteer
- Thank you to the community for your continued support!



NEW HOURS
STARTING IN FEBRUARY

***NEW* SHOP HOURS**
SUN - FRI | 9 AM - 5 PM
SAT | CLOSED

DONATION HOURS
SUN - THURS | 8 AM - 12 PM
FRI & SAT | CLOSED



Thank you!





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6403
February 20, 2024
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6403: February 9, 2024 Payroll Certification	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Approve the February 9, 2024 Payroll Certification in the amount of \$817,233.66.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Administrative Services
STAFF:	Ali Spietz, Chief of Administration Nicole Vannatter, Human Resources Manager
COUNCIL LIAISON:	n/a
EXHIBITS:	1. February 09, 2024 Payroll Certification 2. FTE/LTE Counts
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

This agenda bill is to approve the payroll certification for the City of Mercer Island for the period from January 20, 2024 through February 2, 2024 in the amount of \$817,233.66 (see Exhibit 1).

BACKGROUND

[RCW 42.24.080](#) requires that all claims presented against the City by performing labor must be certified by the appropriate official to ensure that the labor was performed as described, and that the claims are just, due, and unpaid obligations against the City, before payment can be made. [RCW 42.24.180](#) allows the payment of claims to occur prior to City Council approval to expedite processing of the payment of claims, provided, however, that review and approval of the claims' documentation occurs at the next regularly scheduled public meeting. The Payroll Certification details the total payment to employees for labor performed and benefits payments made for each payroll. The City is on a bi-weekly payroll schedule with payments every other Friday.

ISSUE/DISCUSSION

Each payroll varies depending on several factors (i.e., number of employees, pay changes, leave cash outs, overtime, etc.). In addition to regular pay for employees, this payroll has variants that are outlined below.

Additional payments:

Description	Amount
Leave cash outs for current employees	\$9,587.20
Leave cash outs for terminated employees	\$0.00
Service and recognition awards	\$1,050.00
Overtime earnings (see chart for overtime hours by department).	\$13,510.59
Total	\$24,147.79

Overtime hours by department:

Department	Hours
Administrative Services	
City Attorney's Office	
City Manager's Office	
Community Planning & Development	
Finance	
Municipal Court	
Police	74.75
Public Works	84.00
Thrift Shop	2.00
Youth & Family Services	
Total Overtime Hours	160.75

NEXT STEPS

FTE/LTE COUNTS

The table in Exhibit 2 shows the budgeted versus actual counts for Full Time Equivalents (FTEs) and Limited Term Equivalents (LTEs) for the current payroll. Casual labor employees (temporary and seasonal) are not included in the counts.

Casual Labor

In addition to FTE and LTE employees, the City utilizes casual labor to address workload needs that exceed the capacity or expertise of the City's regular staff and that are time limited or seasonal. Casual labor is used primarily to address seasonal workload needs and short-term workload issues created by special projects or position vacancies. Compared to an LTE position, a casual labor position has limited benefits and is filled for a shorter period of time (1-3 months, 6 months, or 9 months). The departments/divisions that utilize casual labor the most are Parks Maintenance, Recreation, Public Works, and the Thrift Store.

RECOMMENDED ACTION

Approve the February 9, 2024 Payroll Certification in the amount of \$817,233.66 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 **02.02.2024**
PAYROLL DATED **02.09.2024**

Net Cash	\$	554,663.39
Net Voids/Manuals	\$	-
Net Total	\$	554,663.39
Federal Tax Deposit	\$	87,138.03
Social Security and Medicare Taxes	\$	61,234.60
State Tax (Oregon, Massachusetts and North Carolina)	\$	42.34
Family/Medical Leave Tax (Massachusetts)	\$	5.26
Public Employees' Retirement System (PERS Plan 2)	\$	32,270.83
Public Employees' Retirement System (PERS Plan 3)	\$	7,912.11
Public Employees' Retirement System (PERSJM)	\$	622.45
Public Safety Employees' Retirement System (PSERS)	\$	256.76
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	\$	14,620.09
Regence & LEOFF Trust Medical Insurance Deductions	\$	12,923.89
Domestic Partner Medical Insurance Deductions	\$	1,840.77
Kaiser Medical Insurance Deductions	\$	1,502.83
Health Care - Flexible Spending Account Contributions	\$	1,722.65
Dependent Care - Flexible Spending Account Contributions	\$	1,057.70
ICMA Roth IRA Contributions	\$	397.77
ICMA 457 Deferred Compensation Contributions	\$	34,409.23
ICMA 401K Deferred Compensation Contributions	\$	-
Garnishments (Chapter 13)	\$	572.00
Child Support Wage Garnishment	\$	706.03
Mercer Island Employee Association Dues	\$	235.00
AFSCME Union Dues	\$	-
Police Union Dues	\$	-
Standard - Supplemental Life Insurance	\$	-
Unum - Long Term Care Insurance	\$	365.40
AFLAC - Supplemental Insurance Plans	\$	238.52
Transportation - Flexible Spending Account Contributions	\$	-
Miscellaneous	\$	-
Washington Long Term Care	\$	2,496.01
Tax & Benefit Obligations Total	\$	262,570.27

TOTAL GROSS PAYROLL	\$	817,233.66
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.



 Finance Director

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

FTE AND LTE COUNTS AS OF 2/2/2024

Full Time Equivalents (FTEs)	2024 Budgeted	2024 Actual
Administrative Services	15.00	14.00
City Attorney's Office	2.00	2.00
City Manager's Office	3.00	3.00
Community Planning & Development	18.00	17.00
Finance	9.00	7.50
Municipal Court	3.10	3.10
Police	37.50	35.50
Public Works	63.80	61.80
Recreation	10.25	10.25
Youth & Family Services	11.43	11.43
Thrift Shop	2.00	2.00
Total FTEs	175.08	167.58
Limited Term Equivalents (LTEs)	2024 Budgeted	2024 Actual
City Manager's Office ¹	1.00	1.00
Community Planning & Development ²	1.00	1.00
Finance	1.00	1.50
Public Works ³	4.00	5.75
Youth & Family Services	3.03	3.01
Thrift Shop	7.50	7.90
Total LTEs	17.53	20.16
Total FTEs & LTEs	192.61	187.74

FTE Vacancies:

1.0 CIP Project Manager
 1.0 Development Engineer
 1.0 Financial Analyst
 1.0 HR Analyst
 1.0 Planner
 2.0 Police Officer
 0.5 Utility Billing Admin Assistant

Footnotes:

¹ 5/23/2023: Extend 1.0 LTE Management Analyst [AB 6255](#)
² 5/23/2023: New 1.0 LTE Assistant Planner [AB 6255](#)
³ 5/23/2023: New 1.0 LTE Support Services Foreman [AB 6255](#)

CERTIFICATION OF CLAIMS

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



Finance Director

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

Mayor

Date

Report	Warrants	Date	Amount
Check Register	218599-218666	2/2/24	\$492,001.93 \$492,001.93

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
Org Key: 402000 - Water Fund-Admin Key				
P0120461	00218619	FERGUSON ENTERPRISES LLC	INVENTORY PURCHASES	5,648.13
P0120418	00218626	H D FOWLER	INVENTORY PURCHASES	3,355.46
P0120461	00218619	FERGUSON ENTERPRISES LLC	INVENTORY PURCHASES	1,547.39
P0120428	00218623	GRAINGER	INVENTORY PURCHASES	501.35
Org Key: CA1100 - Administration (CA)				
	00218662	US BANK CORP PAYMENT SYS	ST SUBSCRIPTIONS	19.96
Org Key: CM1100 - Administration (CM)				
	00218662	US BANK CORP PAYMENT SYS	POGACHA RESTAURANT	1,750.47
P0120400	00218664	WA CITY/COUNTY MANAGEMENT ASSN	2024 Membership Dues INV 1396	1,170.00
	00218662	US BANK CORP PAYMENT SYS	HOMEOWNED MOTO	448.11
	00218662	US BANK CORP PAYMENT SYS	WALMART.COM	151.99
	00218662	US BANK CORP PAYMENT SYS	SQ *VALHALLA SANDWICHES M	134.69
	00218662	US BANK CORP PAYMENT SYS	COSTCO WHSE #1029	50.79
	00218662	US BANK CORP PAYMENT SYS	SAFEWAY #0519	7.50
Org Key: CM1400 - Communications				
	00218662	US BANK CORP PAYMENT SYS	EIG*CONSTANTCONTACT.COM	746.09
	00218662	US BANK CORP PAYMENT SYS	ST SUBSCRIPTIONS	15.96
	00218662	US BANK CORP PAYMENT SYS	SOUND PUBLISHING	5.95
Org Key: CO6100 - City Council				
	00218662	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	155.28
	00218652	ROSENBAUM, DAVE	REIMB: LEGISLATIVE MTG-MILEAGE	82.53
	00218652	ROSENBAUM, DAVE	REIMB: LEGISLATIVE MTG-PARKING	12.00
Org Key: CR1100 - Human Resources				
	00218662	US BANK CORP PAYMENT SYS	Wellness Breakfast - December	131.78
P0120395	00218644	OCCUPATIONAL HEALTH CTRS OF WA	DOT PHYSICALS INV 81803329	130.00
	00218662	US BANK CORP PAYMENT SYS	Wellness breakfast	118.69
	00218662	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	45.00
Org Key: CT1100 - Municipal Court				
	00218612	COMPLETE OFFICE	OFFICE SUPPLIES	117.77
	00218612	COMPLETE OFFICE	OFFICE SUPPLIES	101.17
	00218612	COMPLETE OFFICE	OFFICE SUPPLIES	75.29
	00218612	COMPLETE OFFICE	OFFICE SUPPLIES	37.64
	00218662	US BANK CORP PAYMENT SYS	USPS CHANGE OF ADDRESS	1.10
Org Key: DS1100 - Administration (DS)				
	00218662	US BANK CORP PAYMENT SYS	Coroplast Land Use Signs balan	1,585.44
	00218618	ESTRADA, DEBORAH	REIMB: USPS MARKETING MAIL DEP	1,005.10
	00218662	US BANK CORP PAYMENT SYS	D Estrada IIMC 2024 Dues	125.00
	00218618	ESTRADA, DEBORAH	REIMB: RT MI POST OFFICE	17.03
Org Key: DS1200 - Bldg Plan Review & Inspection				
	00218662	US BANK CORP PAYMENT SYS	Two WA Digital Code Licenses	770.70
	00218662	US BANK CORP PAYMENT SYS	D Cole EduCODE Virtual Conf Re	600.00
	00218662	US BANK CORP PAYMENT SYS	J Halvorson EduCODE Virtual Co	600.00
	00218662	US BANK CORP PAYMENT SYS	Miscellaneous Building Divisio	152.13
	00218662	US BANK CORP PAYMENT SYS	Building Division Inspection D	130.41

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
Org Key: DS1300 - Land Use Planning Svc				
	00218662	US BANK CORP PAYMENT SYS	Planning Assoc of WA Membershi	450.00
Org Key: FN1100 - Administration (FN)				
	00218662	US BANK CORP PAYMENT SYS	TST* HOMEGROWN - MERCER I	155.38
	00218662	US BANK CORP PAYMENT SYS	PAYFLOW/PAYPAL	54.10
Org Key: FN4501 - Utility Billing (Water)				
P0120390	00218642	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	83.57
P0120390	00218642	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	62.77
Org Key: FN4502 - Utility Billing (Sewer)				
P0120390	00218642	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	83.57
P0120390	00218642	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	62.78
Org Key: FN4503 - Utility Billing (Storm)				
P0120390	00218642	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	83.57
P0120390	00218642	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	62.77
Org Key: FR1100 - Administration (FR)				
P0120452	00218656	SYSTEMS DESIGN WEST LLC	EMS Billing for December	1,450.54
Org Key: FR2100 - Fire Operations				
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	3,337.83
	00218662	US BANK CORP PAYMENT SYS	Tabit Square Fire Crew	96.66
Org Key: GB0100 - Building Repairs				
P0120411	00218620	FIRE PROTECTION INC	Mercer Island Fire	7,145.47
Org Key: GE0107 - Fleet Replacements				
P0118955	00218604	BUD CLARY FORD HYUNDAI	2024 FORD F350 PICKUP, 4WD FO	58,454.38
Org Key: GGM004 - Gen Govt-Office Support				
P0120049	00218636	KELLEY IMAGING SYSTEMS	Copier Service Fees Nov 2023	900.44
P0120392	00218636	KELLEY IMAGING SYSTEMS	Copier Moving Fees IN1531614	198.18
	00218612	COMPLETE OFFICE	OFFICE SUPPLIES	127.71
Org Key: GT0106 - Enterprise Resource Planning S				
P0116068	00218660	TYLER TECHNOLOGIES INC	License Fees Tyler Munis Finan	800.00
Org Key: GT0170 - ARPA-Slater Rm Public Meetings				
P0120434	00218603	Bellingham Lock & Safe	MI COMMUNITY CENTER	5,780.25
Org Key: IGMA01 - Air Pollution Control/Assess				
P0120463	00218649	PUGET SOUND CLEAN AIR AGENCY	2023 CLEAN AIR ASSESSMENT	40,392.00
Org Key: IS1100 - IGS Mapping				
	00218662	US BANK CORP PAYMENT SYS	ESRI	1,750.00
Org Key: IS2100 - IGS Network Administration				
P0120215	00218608	CDW GOVERNMENT INC	TrendMicro Annual Maintenance	4,981.26
	00218662	US BANK CORP PAYMENT SYS	MOUSER ELECTRONICS INC	1,995.63
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	648.99
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	589.46
	00218662	US BANK CORP PAYMENT SYS	BEST BUY 00004986	407.31

Date: 02/02/24

Report Name: Accounts Payable Report by GL Key

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Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	191.28
	00218662	US BANK CORP PAYMENT SYS	FRESHWORKS INC	146.88
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	140.20
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	96.05
	00218662	US BANK CORP PAYMENT SYS	MICROSOFT MSBILL.INFO	85.00
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	70.10
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	66.94
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	66.58
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	66.58
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	63.76
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	63.74
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	63.74
	00218662	US BANK CORP PAYMENT SYS	BACKBLAZE.COM	63.04
	00218662	US BANK CORP PAYMENT SYS	EBAY O*15-10967-87197	60.58
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	59.74
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	59.16
	00218662	US BANK CORP PAYMENT SYS	SMARSH, INC.	46.16
	00218662	US BANK CORP PAYMENT SYS	BACKBLAZE.COM	43.56
	00218662	US BANK CORP PAYMENT SYS	AMAZON WEB SERVICES	26.69
	00218662	US BANK CORP PAYMENT SYS	AMAZON WEB SERVICES	14.31
Org Key: IS3101 - GIS Analyst Water Fund				
	00218662	US BANK CORP PAYMENT SYS	ESRI	0.00
Org Key: IS3102 - GIS Analyst Sewer Fund				
	00218662	US BANK CORP PAYMENT SYS	ESRI	0.00
Org Key: IS3103 - GIS Analyst Storm Fund				
	00218662	US BANK CORP PAYMENT SYS	ESRI	0.00
Org Key: MT2100 - Roadway Maintenance				
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	3,072.18
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	1,705.02
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	578.77
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	489.70
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	377.51
P0120398	00218602	BAVCO	BACKFLOW ASSY. & PARTS	320.17
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	220.12
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	217.10
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	199.07
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	162.12
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	78.00
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	70.91
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	69.35
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	63.01
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	48.40
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	41.95
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	46.02
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	33.31
	00218662	US BANK CORP PAYMENT SYS	HOLOGRAM	30.00
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	26.67
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	19.99

Date: 02/02/24

Report Name: Accounts Payable Report by GL Key

CouncilAP5

57

15:52:48

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	23.61
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	23.49
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	11.59
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	11.58
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	10.44
<i>Org Key: MT2255 - Urban Forest Management (ROW)</i>				
P0120307	00218628	HANSON TREE SERVICE LLC	Mercer Island Fall 2023 Tree W	39,612.81
	00218662	US BANK CORP PAYMENT SYS	ISA	190.00
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	13.29
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	1.64
<i>Org Key: MT3100 - Water Distribution</i>				
P0120460	00218619	FERGUSON ENTERPRISES LLC	TWO PORT M520M-FI-TC-TC-E-MI M	4,364.75
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	3,734.95
P0120398	00218602	BAVCO	BACKFLOW ASSY. & PARTS	320.17
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	213.28
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	149.18
	00218639	LEYDE, CASEY	REIMB:MILEAGE11330/11392/11393	143.05
P0120443	00218609	CESSCO INC	REPAIR HUSQVRANA CUT OFF SAW	138.16
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	49.30
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	28.56
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	25.27
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	25.16
P0120418	00218626	H D FOWLER	REPAIR BANDS RETURNED FOR CRED	-81.48
P0120418	00218626	H D FOWLER	REPAIR BANDS RETURNED FOR CRED	-121.05
P0120418	00218626	H D FOWLER	REPAIR BANDS RETURNED FOR CRED	-235.63
P0120418	00218626	H D FOWLER	REPAIR BANDS RETURNED FOR CRED	-524.12
<i>Org Key: MT3150 - Water Quality Event</i>				
P0119967	00218653	S&B INC	FREE CLOROINE SENSOR	1,456.88
	00218662	US BANK CORP PAYMENT SYS	Water sample equipment to prot	15.40
<i>Org Key: MT3200 - Water Pumps</i>				
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	59.74
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	59.74
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	59.74
<i>Org Key: MT3300 - Water Associated Costs</i>				
P0120457	00218625	GREEN RIVER COMM COLLEGE/WETRC	WETRC COMPETENT PERSON CLASS F	340.00
P0120457	00218625	GREEN RIVER COMM COLLEGE/WETRC	WETRC COMPETENT PERSON CLASS F	340.00
	00218639	LEYDE, CASEY	REIMB: MISC. WORK CLOTHES	233.09
	00218662	US BANK CORP PAYMENT SYS	Certification pesticide for Jo	224.00
	00218643	MOLTZ, ERIC	REIMB: MISC. WORK CLOTHES	66.29
<i>Org Key: MT3400 - Sewer Collection</i>				
P0120398	00218602	BAVCO	BACKFLOW ASSY. & PARTS	320.17
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	199.07
	00218662	US BANK CORP PAYMENT SYS	Hose fitting for sewer vactor	89.72
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	46.01
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	26.67

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	23.61
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	23.48
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	554.81
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	256.15
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	252.80
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	221.76
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	219.26
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	217.21
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	212.40
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	175.03
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	174.09
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	171.57
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	168.64
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	164.38
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	134.07
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	128.31
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	122.33
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	110.00
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	106.63
P0120426	00218657	TACOMA SCREW PRODUCTS INC	1/2" X 14" LAG SCREWS (10)	89.29
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	78.36
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	75.13
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	33.19
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	16.42
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
	00218662	US BANK CORP PAYMENT SYS	NASSCO certification Mark Jone	675.00
P0120457	00218625	GREEN RIVER COMM COLLEGE/WETRC	WETRC COMPETENT PERSON CLASS F	340.00
P0120421	00218655	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	112.28
	00218662	US BANK CORP PAYMENT SYS	Certification pesticide Mark J	60.00
	00218634	JONES, MARK	REIMB: MILEAGE SR11332	10.87
<i>Org Key: MT3800 - Storm Drainage</i>				
P0120398	00218602	BAVCO	BACKFLOW ASSY. & PARTS	320.17
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	213.28
P0120427	00218631	HOME DEPOT CREDIT SERVICE	MISC. HARDWARE	122.01
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	49.30
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	28.56
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	25.27
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	25.16
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0120439	00218663	WA AUDIOLOGY SERVICES INC	OSHA/MSHA Occupational Hearing	756.50
	00218662	US BANK CORP PAYMENT SYS	MUNICIPAL RESEARCH AND SE	275.00
P0120420	00218614	CRYSTAL AND SIERRA SPRINGS	PW WATER DELIVERY	69.00
<i>Org Key: MT4200 - Building Services</i>				
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	3,116.23
P0120414	00218620	FIRE PROTECTION INC	Wireless Panic Button Wireless	2,695.20
P0120409	00218620	FIRE PROTECTION INC	Parts Retail	2,695.20

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PO #	Check #	Vendor:	Transaction Description	Check Amount
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	1,929.49
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	1,784.22
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	1,293.47
	00218662	US BANK CORP PAYMENT SYS	CHINOOK ROOFING	713.64
P0120425	00218631	HOME DEPOT CREDIT SERVICE	LADDER & MISC. TOOLS	713.65
	00218662	US BANK CORP PAYMENT SYS	LOCKING SECURITY MAILBOX	549.99
P0120410	00218620	FIRE PROTECTION INC	Emergency Service Trip	335.79
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	302.64
P0120417	00218617	EASTSIDE EXTERMINATORS	Bi-Monthly Mercer Island City	298.33
	00218662	US BANK CORP PAYMENT SYS	AMERICAN AIR0012499134904	297.20
	00218662	US BANK CORP PAYMENT SYS	ILIAD PEST MANAGEMENT	255.55
	00218662	US BANK CORP PAYMENT SYS	LOWES #00907*	231.21
	00218662	US BANK CORP PAYMENT SYS	ALASKA AIR 0272354882279	228.90
P0120413	00218620	FIRE PROTECTION INC	Mercer Island Fire	214.70
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	199.07
P0120407	00218649	PUGET SOUND CLEAN AIR AGENCY	MI FIRE DEPT 2024 REGISTRATION	165.00
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	68.06
	00218662	US BANK CORP PAYMENT SYS	GRC EPAY	42.00
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	46.01
	00218662	US BANK CORP PAYMENT SYS	ALLIANZ TRAVEL INS	22.75
	00218662	US BANK CORP PAYMENT SYS	ALLIANZ TRAVEL INS	21.88
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	26.67
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	23.61
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	23.48
Org Key: MT4272 - ARPA-Police Iterim Site				
P0120343	00218641	MCNAMARA SIGNS	Authorized Vehicles Only signs	388.66
P0120423	00218624	GREEN LATRINE	City Hall PD rental. Single si	350.00
Org Key: MT4274 - ARPA-Municipal Court Site Leas				
	00218612	COMPLETE OFFICE	OFFICE SUPPLIES	4,466.21
P0119920	00218658	Tech Heads Inc.	Aruba 6200F 24P w/ POE	2,590.01
P0120408	00218627	Hansen Bros Moving & Storage	Newcastle Office Relocation	1,883.03
P0120408	00218627	Hansen Bros Moving & Storage	Newcastle Office Relocation	562.00
P0120425	00218631	HOME DEPOT CREDIT SERVICE	MISC. HARDWARE	216.53
Org Key: MT4300 - Fleet Services				
P0120419	00218646	PAPE MACHINERY INC	REPAIR PARTS FOR VEC. #365	1,360.49
P0120424	00218645	PACIFIC GOLF & TURF	REPLACEMENT PARTS FOR VEC. 045	1,014.66
P0120419	00218646	PAPE MACHINERY INC	REPAIR PARTS FOR VEC. #365	253.60
P0120458	00218615	CUMMINS SALES & SERVICE	THERMOSTATS & WATER OUTLET	210.51
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	199.07
	00218662	US BANK CORP PAYMENT SYS	WA DOL LIC & REG 59348	64.00
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	46.01
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	26.67
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	23.61
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	23.48
Org Key: MT4403 - Customer Response - Water				
	00218629	HAWKINS, KYLE	REIMB: RECERTIFICATION	100.00
Org Key: MT4420 - Transportation Planner Eng				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00218662	US BANK CORP PAYMENT SYS	AASHTO	342.00
<i>Org Key: MT6100 - Park Maintenance</i>				
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	2,371.32
P0120401	00218632	HORIZON	18V LXT MAKITA PIPE SAW KIT	448.05
P0120444	00218609	CESSCO INC	REPAIR SMALL POWER EQUIPMENT	384.61
P0120398	00218602	BAVCO	BACKFLOW ASSY. & PARTS	320.17
P0120397	00218622	GCP WW HOLDCO LLC	MISC. WORK CLOTHES	233.10
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	199.07
P0120396	00218622	GCP WW HOLDCO LLC	MISC. WORK CLOTHES	158.72
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	125.66
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	90.79
	00218662	US BANK CORP PAYMENT SYS	NAME TAG INC	59.38
	00218662	US BANK CORP PAYMENT SYS	Flynn herbicide renewal	50.00
	00218662	US BANK CORP PAYMENT SYS	Harb WDM Cert renewal	42.00
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	46.01
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	26.67
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	20.59
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	20.12
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	23.61
P0120459	00218640	LN CURTIS & SONS	VEHICLE COOLING UNIT, ADAPTERS	23.48
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	15.09
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	10.89
	00218662	US BANK CORP PAYMENT SYS	Flynn herbicide renewal	1.50
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
P0120450	00218621	Firefly Sports Testing	South Mercer Playfields- Softb	2,310.00
P0120456	00218648	PIONEER MANUFACTURING COMPANY	6) PRO COMPETITION LACROSSE GO	638.82
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	1,413.39
P0120447	00218601	AUBURN MECHANICAL	Scope Detail: Outdoor unit fro	972.19
P0120444	00218609	CESSCO INC	REPAIR SMALL POWER EQUIPMENT	373.30
P0120412	00218620	FIRE PROTECTION INC	Service Call Service Call (Tru	214.70
P0120416	00218617	EASTSIDE EXTERMINATORS	Commercial Pest service recurr	159.65
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	140.20
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	105.68
<i>Org Key: MT6600 - Park Maint School Fields</i>				
P0120450	00218621	Firefly Sports Testing	South Mercer Playfields- Softb	2,310.00
P0120456	00218648	PIONEER MANUFACTURING COMPANY	6) PRO COMPETITION LACROSSE GO	1,296.99
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	813.23
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0120435	00218624	GREEN LATRINE	Site: Aubrey Davis Park, 2223	395.00
P0120444	00218609	CESSCO INC	REPAIR SMALL POWER EQUIPMENT	373.29
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	195.39
P0120389	00218632	HORIZON	MISC. IRRIGATION PARTS & PIPE	195.65
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	79.90
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	57.73
P0120401	00218632	HORIZON	IRRIGATION FITTINGS	39.69
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	22.46

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PO #	Check #	Vendor:	Transaction Description	Check Amount
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	20.95
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	4.37
<i>Org Key: PA0100 - Open Space Management</i>				
	00218662	US BANK CORP PAYMENT SYS	volunteer training support	95.37
	00218662	US BANK CORP PAYMENT SYS	volunteer program supplies	27.50
	00218662	US BANK CORP PAYMENT SYS	volunteer program supplies	13.47
<i>Org Key: PA0101 - Recurring Parks Minor Capital</i>				
P0120455	00218659	TOURNESOL SITEWORKS	BENCH SLATS	3,501.18
P0120454	00218661	ULINE	32 GAL. GRAY DOME LID	1,716.12
<i>Org Key: PA0109 - Aubrey Davis Park Trail Safety</i>				
P0112473	00218637	KPG	Aubrey Davis Park Trail Safety	12,047.50
P0110899	00218665	WA ST DEPT OF TRANSPORTATION	JZ AUBREY DAVIS PARK SAFETY	1,087.05
P0110899	00218665	WA ST DEPT OF TRANSPORTATION	JZ AUBREY DAVIS PARK SAFETY	129.25
P0110899	00218665	WA ST DEPT OF TRANSPORTATION	JZ AUBREY DAVIS PARK SAFETY	43.11
<i>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</i>				
	00218662	US BANK CORP PAYMENT SYS	volunteer program- Membership	102.85
	00218662	US BANK CORP PAYMENT SYS	volunteer program support	20.05
	00218662	US BANK CORP PAYMENT SYS	volunteer program supplies	9.98
	00218662	US BANK CORP PAYMENT SYS	volunteer program supplies	3.99
	00218662	US BANK CORP PAYMENT SYS	volunteer training support	0.00
<i>Org Key: PO1100 - Administration (PO)</i>				
	00218662	US BANK CORP PAYMENT SYS	Gym Fitness/Defensive Tactics	1,456.32
	00218662	US BANK CORP PAYMENT SYS	COSTCO ONLINE RX	330.24
	00218662	US BANK CORP PAYMENT SYS	COSTCO ONLINE RX	330.24
	00218662	US BANK CORP PAYMENT SYS	COSTCO ONLINE RX	330.24
	00218662	US BANK CORP PAYMENT SYS	COSTCO ONLINE RX	330.24
	00218662	US BANK CORP PAYMENT SYS	COSTCO ONLINE RX	330.24
	00218662	US BANK CORP PAYMENT SYS	POLICE EXECUTIVE RESEARCH	200.00
	00218662	US BANK CORP PAYMENT SYS	IACP	190.00
	00218612	COMPLETE OFFICE	OFFICE SUPPLIES	60.54
	00218662	US BANK CORP PAYMENT SYS	QFC #5829	27.98
<i>Org Key: PO1350 - Police Emergency Management</i>				
	00218662	US BANK CORP PAYMENT SYS	QR.IO GENERATOR	35.00
	00218662	US BANK CORP PAYMENT SYS	Supplies for battle of the bad	30.12
<i>Org Key: PO1800 - Contract Dispatch Police</i>				
P0119293	00218616	DATEC INC.	Foster FZ-55 Desktop Dock + Ba	498.76
<i>Org Key: PO2100 - Patrol Division</i>				
	00218662	US BANK CORP PAYMENT SYS	Earbuds for patrol radios	711.70
	00218662	US BANK CORP PAYMENT SYS	EBAY O*02-11008-79918	347.20
	00218662	US BANK CORP PAYMENT SYS	Patrol uniform pants	250.99
	00218662	US BANK CORP PAYMENT SYS	Leadership training material/p	140.08
	00218662	US BANK CORP PAYMENT SYS	Leadership training material/p	136.56
	00218662	US BANK CORP PAYMENT SYS	EBAY O*16-10956-09295	127.67
	00218662	US BANK CORP PAYMENT SYS	Leadership training material/p	127.36
	00218662	US BANK CORP PAYMENT SYS	SNOQ VALLEY RIFLE CLUB	100.00

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PO #	Check #	Vendor:	Transaction Description	Check Amount
	00218662	US BANK CORP PAYMENT SYS	EBAY O*15-10957-11078	91.33
	00218662	US BANK CORP PAYMENT SYS	Operating Supplies	71.50
	00218662	US BANK CORP PAYMENT SYS	STARBUCKS 800-782-7282	44.04
	00218662	US BANK CORP PAYMENT SYS	water for supervisors' meeting	9.35
	00218662	US BANK CORP PAYMENT SYS	STARBUCKS 800-782-7282	2.70
	00218662	US BANK CORP PAYMENT SYS	Leadership training material/p	-140.08
Org Key: PO4300 - Police Training				
	00218662	US BANK CORP PAYMENT SYS	SQ *NATIONAL TACTICAL OFF	1,866.00
	00218662	US BANK CORP PAYMENT SYS	CPR training manikans	750.88
	00218662	US BANK CORP PAYMENT SYS	Police training course - progr	495.00
	00218662	US BANK CORP PAYMENT SYS	UBERPRINTS INC	359.84
	00218662	US BANK CORP PAYMENT SYS	SQ *HISTORICAL MILITARY S	308.28
	00218662	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	287.47
	00218662	US BANK CORP PAYMENT SYS	Fuel for vehicle #533, Mileage	58.30
	00218662	US BANK CORP PAYMENT SYS	Fuel for vehicle #536, Mileage	46.37
	00218662	US BANK CORP PAYMENT SYS	Fuel for vehicle #534, Mileage	36.08
	00218662	US BANK CORP PAYMENT SYS	QFC #5839	26.39
Org Key: PR1100 - Administration (PR)				
P0120393	00218647	PERFECTMIND INC	Subscription Year 8 1/16/24 -	37,984.50
	00218662	US BANK CORP PAYMENT SYS	DISPLAYS2GO	559.62
	00218662	US BANK CORP PAYMENT SYS	Department Advertising	249.93
	00218662	US BANK CORP PAYMENT SYS	Movie Night Supplies	90.70
	00218662	US BANK CORP PAYMENT SYS	Department Advertising	76.60
	00218662	US BANK CORP PAYMENT SYS	Movie Night Supplies	69.20
	00218662	US BANK CORP PAYMENT SYS	Seattle Times	59.95
	00218662	US BANK CORP PAYMENT SYS	Rec. Storage Cleanout	54.73
P0120156	00218599	29 ELEVEN INC	Maddy Groth name badge	21.47
Org Key: PR2100 - Recreation Programs				
	00218662	US BANK CORP PAYMENT SYS	family movie night	0.00
Org Key: PR2104 - Special Events				
	00218662	US BANK CORP PAYMENT SYS	argosy event	105.01
	00218662	US BANK CORP PAYMENT SYS	argosy event	38.02
	00218662	US BANK CORP PAYMENT SYS	family movie night	0.00
Org Key: PR4100 - Community Center				
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	4,810.87
P0120311	00218635	KCDA PURCHASING COOPERATIVE	Upholstery extraction and carp	2,855.00
P0120446	00218601	AUBURN MECHANICAL	Scope Detail: Toilet in clrm #	2,210.19
P0120449	00218601	AUBURN MECHANICAL	Scope Detail: AC in clrm #1 le	1,367.45
P0120441	00218601	AUBURN MECHANICAL	AC wall unit not working #3707	1,166.65
	00218662	US BANK CORP PAYMENT SYS	family movie night	971.86
P0120445	00218601	AUBURN MECHANICAL	Scope Detail: Water Leak from	922.79
	00218662	US BANK CORP PAYMENT SYS	ARAKAWA HANGING SYSTEMS U	803.03
P0120448	00218601	AUBURN MECHANICAL	Scope Detail: boiler water lea	774.56
	00218662	US BANK CORP PAYMENT SYS	Operating Supplies	724.46
	00218662	US BANK CORP PAYMENT SYS	THEKNOT/WEDDINGWIRE	696.80
P0120437	00218610	Chinook Building Env Services	Leak investigation found plumb	677.12
P0120415	00218617	EASTSIDE EXTERMINATORS	Commercial Pest service recurr	292.50

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0120311	00218635	KCDA PURCHASING COOPERATIVE	Sales Tax	288.36
	00218662	US BANK CORP PAYMENT SYS	staff retreat	221.92
	00218662	US BANK CORP PAYMENT SYS	staff lunch	150.00
	00218662	US BANK CORP PAYMENT SYS	FASTSIGNS ISSAQUAH	141.48
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	66.58
	00218662	US BANK CORP PAYMENT SYS	KC SOLID WASTE 03B	44.25
Org Key: PR5900 - Summer Celebration				
P0120394	00218666	WESTERN DISPLAY FIREWORKS LTD	2024 SC! Fireworks Show 1st	10,000.00
Org Key: PRAT40 - Ongoing Art Programs				
	00218662	US BANK CORP PAYMENT SYS	Public Art storage fees - Fire	256.42
	00218662	US BANK CORP PAYMENT SYS	Public Art Storage Fees - Fire	246.50
Org Key: SP0114 - WMW P3 Shoulder Improvements				
P0120387	00218611	CM DESIGN GROUP	West Mercer Way Shoulder	41,902.75
P0120438	00218605	BUILDERS EXCHANGE OF WA	PUBLISH PROJECTS ONLINE	45.45
Org Key: SU0100 - Emergency Sewer Repairs				
P0119544	00218633	Jireh Asphalt & Concrete Inc	Pump Station 10 Access Road	33,509.25
Org Key: SW0109 - Sub Basin 24a.1 Watercourse				
P0120384	00218606	BUSH ROED & HITCHINGS INC	SITE ADDRESS 8033 SE 45TH ST	1,850.00
Org Key: SW0110 - Sub Basin 39a.2 Watercourse				
P0120383	00218606	BUSH ROED & HITCHINGS INC	Site Address: VICINITY OF 7446	10,220.17
Org Key: VCP432 - CIP Storm Drainage Salaries				
	00218662	US BANK CORP PAYMENT SYS	PAYPAL *PNWS AWWA PNWS	240.00
Org Key: WU0100 - Emergency Water System Repairs				
P0118703	00218613	CONFLUENCE ENGINEERING GRP LLC	Water System Reliability Actio	8,324.60
Org Key: WU0101 - Booster Chlorination Station				
P0120453	00218650	PUGET SOUND ENERGY	400003427640	745.07
Org Key: WU0103 - Water Reservoir Improvements				
P0120402	00218603	Bellingham Lock & Safe	4350 88TH AVE SE	1,153.30
P0120403	00218603	Bellingham Lock & Safe	4350 88TH AVE SE	410.12
Org Key: WU0106 - Madrona Crest East Addition Wa				
P0117166	00218600	AM TEST INC	2023 WATER QUALITY SAMPLES	360.00
Org Key: WU0117 - Meter Replacement Implementati				
P0102980	00218630	HDR ENGINEERING INC	WATER METER REPLACEMENT	10,797.96
Org Key: WU0140 - PRV Station Replacements				
P0120307	00218628	HANSON TREE SERVICE LLC	Mercer Island Fall 2023 Tree W	1,414.84
Org Key: YF1100 - YFS General Services				
	00218662	US BANK CORP PAYMENT SYS	EMR/telehealth platform subscr	1,213.31
	00218662	US BANK CORP PAYMENT SYS	KRISPY KREME #1115	373.15
P0120462	00218638	LANGUAGE LINE SERVICES	HopeLink flier translation	349.00
	00218662	US BANK CORP PAYMENT SYS	QFC #5839	67.93
	00218662	US BANK CORP PAYMENT SYS	Yearly planner for staff	14.30

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00218662	US BANK CORP PAYMENT SYS	USPS PO 5453060253	13.20
	00218662	US BANK CORP PAYMENT SYS	PATREON* MEMBERSHIP	5.35
<i>Org Key: YF1200 - Thrift Shop</i>				
	00218662	US BANK CORP PAYMENT SYS	EZCATERBUCA DI BEPPO	606.42
	00218662	US BANK CORP PAYMENT SYS	COSTCO *BUS DELIV 115	530.98
	00218662	US BANK CORP PAYMENT SYS	PUGET SOUND ENERGY INC	524.57
P0120406	00218651	QUENCH USA INC	YFS DEC 2023 7710 Se 34th St,	287.74
	00218662	US BANK CORP PAYMENT SYS	ULINE *SHIP SUPPLIES	280.33
	00218662	US BANK CORP PAYMENT SYS	CENTURYLINK LUMEN	210.32
	00218662	US BANK CORP PAYMENT SYS	STORE SUPPLY WAREHOUSE	136.63
	00218662	US BANK CORP PAYMENT SYS	SALSBURY INDUSTRIES	66.22
	00218662	US BANK CORP PAYMENT SYS	PANDORA.MOODMEDIA.COM	31.87
	00218662	US BANK CORP PAYMENT SYS	SQUARESPACE INC.	18.45
	00218662	US BANK CORP PAYMENT SYS	SQUARESPACE INC.	10.03
	00218662	US BANK CORP PAYMENT SYS	SQUARESPACE INC.	9.88
	00218662	US BANK CORP PAYMENT SYS	SQUARESPACE INC.	9.29
	00218662	US BANK CORP PAYMENT SYS	SQUARESPACE INC.	8.41
	00218662	US BANK CORP PAYMENT SYS	RIDWELL	8.00
	00218662	US BANK CORP PAYMENT SYS	SQUARESPACE INC.	7.58
	00218662	US BANK CORP PAYMENT SYS	SQUARESPACE INC.	6.85
	00218662	US BANK CORP PAYMENT SYS	SQUARESPACE INC.	6.73
	00218662	US BANK CORP PAYMENT SYS	SQUARESPACE INC.	6.73
	00218662	US BANK CORP PAYMENT SYS	RIDWELL	6.00
<i>Org Key: YF2600 - Family Assistance</i>				
P0120464	00218654	SHOREWOOD #14885	Utility assistance for EA clie	1,053.92
	00218662	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	950.36
	00218662	US BANK CORP PAYMENT SYS	Food pantry cards	600.00
	00218662	US BANK CORP PAYMENT SYS	Food pantry cards	600.00
	00218662	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	520.31
	00218662	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	505.00
	00218662	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	153.48
	00218662	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	63.00
<i>Org Key: YF2850 - Federal SPF Grant</i>				
P0120465	00218607	CACTUS PRODUCTIONS	Year 3 contract	4,812.50
Total				<u>492,001.93</u>

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00218599	02/02/2024	29 ELEVEN INC Maddy Groth name badge	P0120156	226413	01/11/2024	21.47
00218600	02/02/2024	AM TEST INC 2023 WATER QUALITY SAMPLES	P0117166	137562	12/31/2023	360.00
00218601	02/02/2024	AUBURN MECHANICAL Scope Detail: Outdoor unit fro	P0120448	39149	11/21/2023	7,413.83
00218602	02/02/2024	BAVCO BACKFLOW ASSY. & PARTS	P0120398	255421	01/30/2024	1,600.85
00218603	02/02/2024	Bellingham Lock & Safe MI COMMUNITY CENTER	P0120402	349625	11/23/2023	7,343.67
00218604	02/02/2024	BUD CLARY FORD HYUNDAI 2024 FORD F350 PICKUP, 4WD FO	P0118955	3RX680 X680	01/22/2024	58,454.38
00218605	02/02/2024	BUILDERS EXCHANGE OF WA PUBLISH PROJECTS ONLINE	P0120438	1076183	01/01/2024	45.45
00218606	02/02/2024	BUSH ROED & HITCHINGS INC SITE ADDRESS 8033 SE 45TH ST	P0120383	371401	12/31/2023	12,070.17
00218607	02/02/2024	CACTUS PRODUCTIONS Year 3 contract	P0120465	1251	01/23/2024	4,812.50
00218608	02/02/2024	CDW GOVERNMENT INC TrendMicro Annual Maintenance	P0120215	PB95809	01/16/2024	4,981.26
00218609	02/02/2024	CESSCO INC REPAIR HUSQVRANA CUT OFF SAW	P0120444	21923-21930	01/25/2024	1,269.36
00218610	02/02/2024	Chinook Building Env Services Leak investigation found plumb	P0120437	359	12/11/2023	677.12
00218611	02/02/2024	CM DESIGN GROUP West Mercer Way Shoulder	P0120387	23067	01/14/2024	41,902.75
00218612	02/02/2024	COMPLETE OFFICE OFFICE SUPPLIES		2264186-0	01/24/2024	4,986.33
00218613	02/02/2024	CONFLUENCE ENGINEERING GRP LLC Water System Reliability Actio	P0118703	04-0923MIWSRAP	09/30/2023	8,324.60
00218614	02/02/2024	CRYSTAL AND SIERRA SPRINGS PW WATER DELIVERY	P0120420	14555831 012024	01/20/2024	69.00
00218615	02/02/2024	CUMMINS SALES & SERVICE THERMOSTATS & WATER OUTLET	P0120458	01-9702	01/31/2024	210.51
00218616	02/02/2024	DATEC INC. Foster FZ-55 Desktop Dock + Ba	P0119293	62512	12/13/2023	498.76
00218617	02/02/2024	EASTSIDE EXTERMINATORS Bi-Monthly Mercer Island City	P0120415	768560	11/17/2023	750.48
00218618	02/02/2024	ESTRADA, DEBORAH REIMB: USPS MARKETING MAIL DEP		01312024	01/31/2024	1,022.13
00218619	02/02/2024	FERGUSON ENTERPRISES LLC INVENTORY PURCHASES	P0120460	0029581	01/30/2024	11,560.27
00218620	02/02/2024	FIRE PROTECTION INC Mercer Island Fire	P0120412	84594	10/23/2023	13,301.06
00218621	02/02/2024	Firefly Sports Testing South Mercer Playfields- Softb	P0120450	7849	12/14/2023	4,620.00
00218622	02/02/2024	GCP WW HOLDCO LLC MISC. WORK CLOTHES	P0120396	INV2050003112	01/26/2024	391.82
00218623	02/02/2024	GRAINGER INVENTORY PURCHASES	P0120428	9001820001	01/29/2024	501.35
00218624	02/02/2024	GREEN LATRINE Site: Aubrey Davis Park, 2223	P0120423	I36014	08/18/2023	745.00

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00218625	02/02/2024	GREEN RIVER COMM COLLEGE/WETRC WETRC COMPETENT PERSON CLASS F	P0120457	227526	02/01/2024	1,020.00
00218626	02/02/2024	H D FOWLER INVENTORY PURCHASES	P0120418	C601996	01/23/2024	2,393.18
00218627	02/02/2024	Hansen Bros Moving & Storage Newcastle Office Relocation	P0120408	A85853	01/25/2024	2,445.03
00218628	02/02/2024	HANSON TREE SERVICE LLC Mercer Island Fall 2023 Tree W	P0120307	195006	01/01/2024	41,027.65
00218629	02/02/2024	HAWKINS, KYLE REIMB: RECERTIFICATION		01242024	01/24/2024	100.00
00218630	02/02/2024	HDR ENGINEERING INC WATER METER REPLACEMENT PROGRA	P0102980	1200587593	01/12/2024	10,797.96
00218631	02/02/2024	HOME DEPOT CREDIT SERVICE MISC. HARDWARE	P0120425	052093	01/27/2024	1,052.19
00218632	02/02/2024	HORIZON 18V LXT MAKITA PIPE SAW KIT	P0120401	3M500720	01/29/2024	683.39
00218633	02/02/2024	Jireh Asphalt & Concrete Inc Pump Station 10 Access Road	P0119544	112823-121323	12/27/2023	33,509.25
00218634	02/02/2024	JONES, MARK REIMB: MILEAGE SR11332		01242024	01/24/2024	10.87
00218635	02/02/2024	KCDA PURCHASING COOPERATIVE Upholstery extraction and carp	P0120311	300764842	01/23/2024	3,143.36
00218636	02/02/2024	KELLEY IMAGING SYSTEMS Copier Moving Fees IN1531614	P0120049	IN1498836	12/12/2023	1,098.62
00218637	02/02/2024	KPG Aubrey Davis Park Trail Safety	P0112473	204366	01/18/2024	12,047.50
00218638	02/02/2024	LANGUAGE LINE SERVICES HopeLink flier translation	P0120462	11197281	12/31/2023	349.00
00218639	02/02/2024	LEYDE, CASEY REIMB:MILEAGE11330/11392/11393		01162024	01/16/2024	376.14
00218640	02/02/2024	LN CURTIS & SONS VEHICLE COOLING UNIT, ADAPTERS	P0120459	INV786770	01/29/2024	2,277.36
00218641	02/02/2024	MCNAMARA SIGNS Authorized Vehicles Only signs	P0120343	41853	01/19/2024	388.66
00218642	02/02/2024	METROPRESORT JAN 2024 PRNT & MAILING OF UTI	P0120390	IN662601	01/22/2024	439.03
00218643	02/02/2024	MOLTZ, ERIC REIMB: MISC. WORK CLOTHES		01082024	01/08/2024	66.29
00218644	02/02/2024	OCCUPATIONAL HEALTH CTRS OF WA DOT PHYSICALS INV 81803329	P0120395	81803329	01/10/2024	130.00
00218645	02/02/2024	PACIFIC GOLF & TURF REPLACEMENT PARTS FOR VEC. 045	P0120424	P902972POR	01/23/2024	1,014.66
00218646	02/02/2024	PAPE MACHINERY INC REPAIR PARTS FOR VEC. #365	P0120419	15018633	01/22/2024	1,614.09
00218647	02/02/2024	PERFECTMIND INC Subscription Year 8 1/16/24 -	P0120393	IN1367753	01/16/2024	37,984.50
00218648	02/02/2024	PIONEER MANUFACTURING COMPANY 6) PRO COMPETITION LACROSSE GO	P0120456	INV912429	01/24/2024	1,935.81
00218649	02/02/2024	PUGET SOUND CLEAN AIR AGENCY MI FIRE DEPT 2024 REGISTRATION	P0120463	23-057	01/20/2023	40,557.00
00218650	02/02/2024	PUGET SOUND ENERGY 400003427640	P0120453	12092023	12/09/2023	745.07

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00218651	02/02/2024	QUENCH USA INC YFS DEC 2023 7710 Se 34th St,	P0120406	INV06653143	12/01/2023	287.74
00218652	02/02/2024	ROSENBAUM, DAVE REIMB: LEGISLATIVE MTG-PARKING		01312024	01/31/2024	94.53
00218653	02/02/2024	S&B INC FREE CLOROINE SENSOR	P0119967	26670A	01/26/2024	1,456.88
00218654	02/02/2024	SHOREWOOD #14885 Utility assistance for EA clie	P0120464	UTILITY-01.24	01/26/2024	1,053.92
00218655	02/02/2024	SOUND SAFETY PRODUCTS MISC. WORK CLOTHES	P0120421	281919/3	01/29/2024	112.28
00218656	02/02/2024	SYSTEMS DESIGN WEST LLC EMS Billing for December	P0120452	20232866	01/29/2024	1,450.54
00218657	02/02/2024	TACOMA SCREW PRODUCTS INC 1/2" X 14" LAG SCREWS (10)	P0120426	120137161-00	01/30/2024	89.29
00218658	02/02/2024	Tech Heads Inc. Aruba 6200F 24P w/ POE	P0119920	INV-5523	12/05/2023	2,590.01
00218659	02/02/2024	TOURNESOL SITEWORKS BENCH SLATS	P0120455	125076	01/24/2024	3,501.18
00218660	02/02/2024	TYLER TECHNOLOGIES INC License Fees Tyler Munis Finan	P0116068	045-452876	01/17/2024	800.00
00218661	02/02/2024	ULINE 32 GAL. GRAY DOME LID	P0120454	173045229	01/11/2024	1,716.12
00218662	02/02/2024	US BANK CORP PAYMENT SYS EIG*CONSTANTCONTACT.COM		5539JAN24.D23	12/11/2023	80,522.80
00218663	02/02/2024	WA AUDIOLOGY SERVICES INC OSHA/MSHA Occupational Hearing	P0120439	62713	12/13/2023	756.50
00218664	02/02/2024	WA CITY/COUNTY MANAGEMENT ASSN 2024 Membership Dues INV 1396	P0120400	1396	12/31/2023	1,170.00
00218665	02/02/2024	WA ST DEPT OF TRANSPORTATION JZ AUBREY DAVIS PARK SAFETY	P0110899	RE41JZ1035L014	01/16/2024	1,259.41
00218666	02/02/2024	WESTERN DISPLAY FIREWORKS LTD 2024 SC! Fireworks Show 1st	P0120394	INSTALLMENT-1	11/14/2023	10,000.00
					Total	492,001.93

CERTIFICATION OF CLAIMS

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



Finance Director

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

Mayor

Date

Report	Warrants	Date	Amount
Check Register	218667-218777	2/9/24	\$1,623,769.50 \$1,623,769.50

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
Org Key: 001000 - General Fund-Admin Key				
P0120474	00218770	WA ST DEPT OF TRANSPORTATION	AA-01-10221 SUBLEASE REMITTANC	646,097.52
Org Key: 402000 - Water Fund-Admin Key				
P0120509	00218771	WALTER E NELSON CO	INVENTORY PURCHASES	2,083.04
P0120469	00218752	PLATT ELECTRIC	INVENTORY PURCHASES	1,131.30
P0120473	00218690	CESSCO INC	INVENTORY PURCHASES	627.85
P0120551	00218752	PLATT ELECTRIC	INVENTORY PURCHASES	79.96
Org Key: 814074 - Garnishments				
	00218692	CHAPTER 13 TRUSTEE	EARLY WARRANTS-PR 02.09.2024	572.00
Org Key: 814075 - Mercer Island Emp Association				
	00218737	MI EMPLOYEES ASSOC	EARLY WARRANTS-PR 02.09.2024	235.00
Org Key: AS1100 - Administrative Services				
P0120578	00218768	VERIZON WIRELESS	VERIZON DEC 24 - JAN 23 ANGIE	214.01
Org Key: CA1100 - Administration (CA)				
P0120520	00218703	DESAUTEL COMMUNICATIONS	Invoice #005449 Professional	4,050.00
P0120576	00218768	VERIZON WIRELESS	VERIZON MUNICIPAL DEC 24 - JAN	93.16
Org Key: CM1100 - Administration (CM)				
P0120577	00218768	VERIZON WIRELESS	VERIZON DEC 24-JAN 23 CM	179.00
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	153.04
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	66.14
P0120470	00218700	DATAQUEST LLC	Background Checks INV 22580	56.50
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	44.03
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	32.81
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	29.72
Org Key: CM1200 - City Clerk				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	32.81
Org Key: CM1400 - Communications				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	68.81
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	63.95
Org Key: CO6100 - City Council				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	30.28
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	23.73
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	22.00
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	20.90
Org Key: CR1100 - Human Resources				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	80.43
Org Key: CT1100 - Municipal Court				
P0120544	00218681	AV CAPTURE	Judicial Basic Subscrip invoic	1,651.50
P0120466	00218686	Bradley Public Safety	BPSS invoice #013113P-24	1,170.00
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	68.02
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	44.03
P0120579	00218768	VERIZON WIRELESS	VERIZON DEC 24 - JAN 23 MUNICI	42.25
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	29.91

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	13.20
<i>Org Key: DS1100 - Administration (DS)</i>				
P0120583	00218768	VERIZON WIRELESS	VERIZON DEC 24 - JAN 23 CPD	704.32
P0120580	00218768	VERIZON WIRELESS	VERIZON DEC 24 - JAN 23 ANDREA	558.76
P0120580	00218768	VERIZON WIRELESS	VERIZON DEC 24 - JAN 23 ANDREA	186.29
P0120480	00218714	GRAINGER	8" CABLE TIE (100)	99.28
<i>Org Key: FN1100 - Administration (FN)</i>				
P0120491	00218769	VERIZON WIRELESS	DEC 24-JAN 23,2024 CITY CELL P	53.15
P0120491	00218769	VERIZON WIRELESS	DEC 24-JAN 23,2024 CITY CELL P	47.25
P0120491	00218769	VERIZON WIRELESS	DEC 24-JAN 23,2024 CITY CELL P	42.25
P0120491	00218769	VERIZON WIRELESS	DEC 24-JAN 23,2024 CITY CELL P	42.25
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0120488	00218736	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	110.99
P0120486	00218736	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	109.14
P0120488	00218736	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	83.69
P0120486	00218736	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	80.55
P0120491	00218769	VERIZON WIRELESS	DEC 24-JAN 23,2024 CITY CELL P	47.25
P0120491	00218769	VERIZON WIRELESS	DEC 24-JAN 23,2024 CITY CELL P	42.25
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0120488	00218736	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	110.99
P0120486	00218736	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	109.16
P0120488	00218736	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	83.69
P0120486	00218736	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	80.55
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0120488	00218736	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	111.00
P0120486	00218736	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	109.16
P0120488	00218736	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	83.69
P0120486	00218736	METROPRESORT	JAN 2024 PRNT & MAILING OF UTI	80.56
<i>Org Key: FR1100 - Administration (FR)</i>				
P0120478	00218677	ASPECT SOFTWARE INC	Telestaff Monthly Fee INV ASI0	165.15
P0120197	00218739	MI HARDWARE - FIRE	Fire supplies INV146472	134.74
<i>Org Key: GB0102 - ADA Improvements</i>				
P0114230	00218728	KCDA PURCHASING COOPERATIVE	Mercer Room Floor Replacement	32,683.71
<i>Org Key: GB0115 - Facilities Plan</i>				
P0120489	00218746	Northwest Studio	INV 2304-08 FACILITIES	10,933.60
<i>Org Key: GB0121 - Precinct Facility Assessment</i>				
P0120489	00218746	Northwest Studio	INV 2304-08 TULLY'S SITE PLANN	1,820.00
<i>Org Key: GE0107 - Fleet Replacements</i>				
P0118955	00218688	BUD CLARY FORD HYUNDAI	2024 FORD F350 PICKUP, 4WD FOR	58,454.38
<i>Org Key: GGM001 - General Government-Misc</i>				
P0117114	00218698	COMCAST	CITY OF MERCER ISLAND	111.46
P0117114	00218698	COMCAST	MERCER ISLAND CITY HALL	11.43
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0120493	00218755	RESERVE ACCOUNT	JAN 26, 2024 REFILL POSTAGE MA	2,500.00
P0120485	00218777	Xerox Financial Services	Copier Lease Fees Feb 2023	857.69
<i>Org Key: GGM005 - Genera Govt-LI Retiree Costs</i>				
P0120558	00218758	SCHOENTRUP, WILLIAM	LEOFF 1 Retiree Medical Expens	1,897.10
P0120593	00218669	ADAMS, RONALD E	LEOFF 1 Retiree Medical Expens	889.16
	00218722	HILTNER, PETER	LEOFF1 Medicare Reimb	619.50
	00218707	ELSOE, RONALD	LEOFF1 Medicare Reimb	440.20
	00218685	BOOTH, GLENDON D	LEOFF1 Medicare Reimb	388.20
P0120485	00218777	Xerox Financial Services	Copier Lease Fees Feb 2023 INV	284.06
	00218701	DEEDS, EDWARD G	LEOFF1 Medicare Reimb	273.10
	00218682	BARNES, WILLIAM	LEOFF1 Medicare Reimb	271.10
	00218710	FORSMAN, LOWELL	LEOFF1 Medicare Reimb	271.10
P0120564	00218704	DEVENY, JAN P	LEOFF 1 Retiree Medical Expens	267.56
	00218726	JOHNSON, CURTIS	LEOFF1 Medicare Reimb	249.70
	00218763	THOMPSON, JAMES	LEOFF1 Medicare Reimb	245.90
	00218758	SCHOENTRUP, WILLIAM	LEOFF1 Medicare Reimb	240.60
	00218760	SMITH, RICHARD	LEOFF1 Medicare Reimb	239.90
	00218668	ABBOTT, RICHARD	LEOFF1 Medicare Reimb	239.10
	00218713	GOODMAN, J C	LEOFF1 Medicare Reimb	236.30
	00218680	AUGUSTSON, THOR	LEOFF1 Medicare Reimb	224.30
	00218669	ADAMS, RONALD E	LEOFF1 Medicare Reimb	214.40
	00218735	LYONS, STEVEN	LEOFF1 Medicare Reimb	211.80
	00218733	LOISEAU, LERI M	LEOFF1 Medicare Reimb	209.90
	00218706	DOWD, PAUL	LEOFF1 Medicare Reimb	202.90
	00218744	MYERS, JAMES S	LEOFF1 Medicare Reimb	179.80
	00218718	HAGSTROM, JAMES	LEOFF1 Medicare Reimb	174.70
	00218757	RUCKER, MANORD J	LEOFF1 Medicare Reimb	174.70
	00218773	WEGNER, KEN	LEOFF1 Medicare Reimb	170.10
	00218775	WHEELER, DENNIS	LEOFF1 Medicare Reimb	164.90
P0120560	00218685	BOOTH, GLENDON D	LEOFF 1 Retiree Medical Expens	159.16
	00218754	RAMSAY, JON	LEOFF1 Medicare Reimb	136.20
P0120557	00218774	WEGNER, KEN	LEOFF 1 Retiree Medical Expens	118.13
P0120559	00218774	WEGNER, KEN	LEOFF 1 Retiree Medical Expens	72.54
P0120556	00218707	ELSOE, RONALD	LEOFF 1 Retiree Medical Expens	60.79
P0120563	00218726	JOHNSON, CURTIS	LEOFF 1 Retiree Medical Expens	54.17
P0120562	00218707	ELSOE, RONALD	LEOFF 1 Retiree Medical Expens	51.78
<i>Org Key: GGM606 - Excess Retirement-Fire</i>				
	00218682	BARNES, WILLIAM	LEOFF1 Excess Benefit	3,133.75
	00218699	COOPER, ROBERT	LEOFF1 Excess Benefit	3,085.43
	00218726	JOHNSON, CURTIS	LEOFF1 Excess Benefit	1,978.49
	00218758	SCHOENTRUP, WILLIAM	LEOFF1 Excess Benefit	1,577.32
	00218754	RAMSAY, JON	LEOFF1 Excess Benefit	1,074.17
<i>Org Key: GGX620 - Custodial Disbursements</i>				
P0120595	00218729	KING CO PROSECUTING ATTORNEY	CRIME VICTIMS 2023 CLOSE OUT	2,675.81
<i>Org Key: GT0106 - Enterprise Resource Planning S</i>				
P0116068	00218765	TYLER TECHNOLOGIES INC	License Fees Tyler Munis Finan	800.00
<i>Org Key: GT0108 - Technology Equipment Replaceme</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	1,597.50
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	658.89
<i>Org Key: GT0170 - ARPA-Slater Rm Public Meetings</i>				
P0119284	00218728	KCDA PURCHASING COOPERATIVE	Slater Room flooring. KCDA con	9,134.97
P0119284	00218728	KCDA PURCHASING COOPERATIVE	Tax	1,025.15
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	92.47
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	21.05
<i>Org Key: IGMA02 - Alcoholism Program</i>				
P0120594	00218727	KC FINANCE	Remit Liquor Profits	1,854.49
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0120492	00218769	VERIZON WIRELESS	DEC 24-JAN 23,2024 IT CITY CEL	231.25
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	157.84
P0120494	00218756	Ringsquared Telecom LLC	LONG DISTANCE CALLING JAN 2024	80.35
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	31.01
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	24.76
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0120469	00218752	PLATT ELECTRIC	LGD LED BULB 8024M345-G7-FW EX	399.78
P0120551	00218752	PLATT ELECTRIC	LGD LED BULBS 8024M345-G7-FW	239.86
P0120588	00218753	PUGET SOUND ENERGY	200008261139	156.31
P0120496	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	125.39
P0120550	00218723	HOME DEPOT CREDIT SERVICE	MISC. TOOLS	66.28
P0120589	00218753	PUGET SOUND ENERGY	220014359958	55.96
P0120491	00218769	VERIZON WIRELESS	DEC 24-JAN 23,2024 CITY CELL P	40.01
P0120547	00218741	MI HARDWARE - ROW	MISC. HARDWARE FOR THE MONTH O	7.88
<i>Org Key: MT2255 - Urban Forest Management (ROW)</i>				
P0120307	00218719	HANSON TREE SERVICE LLC	Mercer Island Fall 2023 Tree W	3,957.32
P0120216	00218702	DEPT OF ECOLOGY	Urban Forestry	2,989.01
P0120307	00218719	HANSON TREE SERVICE LLC	Mercer Island Fall 2023 Tree W	547.82
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P0120496	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	677.10
<i>Org Key: MT3100 - Water Distribution</i>				
P0120496	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	1,741.53
P0120479	00218761	SOUND SAFETY PRODUCTS	RUBBER WORK BOOTS	189.36
P0120480	00218714	GRAINGER	1/4" X 4" RED BRASS NIPPLE	24.75
P0120480	00218714	GRAINGER	BLUE MARKING FLAG (100)	17.43
<i>Org Key: MT3150 - Water Quality Event</i>				
P0120546	00218742	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	39.39
<i>Org Key: MT3400 - Sewer Collection</i>				
P0120496	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	1,054.91
P0120480	00218714	GRAINGER	GREEN MARKING FLAG (100)	18.18
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0120482	00218714	GRAINGER	HEX HEAD LAG SCREW, 1/2" X 14"	113.44
<i>Org Key: MT3800 - Storm Drainage</i>				

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P0120475	00218748	PACIFIC TOPSOIL INC.	DUMPING FEES	181.60
P0120475	00218748	PACIFIC TOPSOIL INC.	DUMPING FEES	181.60
P0120475	00218748	PACIFIC TOPSOIL INC.	DUMPING FEES	181.60
P0120475	00218748	PACIFIC TOPSOIL INC.	DUMPING FEES	181.60
P0120496	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	100.31
Org Key: MT4150 - Support Services - Clearing				
P0120584	00218768	VERIZON WIRELESS	VERIZON DEC 24 - JAN 23 PW	4,513.49
P0120484	00218696	CINTAS CORPORATION #460	2024 PW COVERALL SERVICES	4,116.41
P0120477	00218767	UTILITIES UNDERGROUND LOCATION	2024 UTILITY LOCATES	227.04
P0117114	00218698	COMCAST	CITY OF MERCER ISLAND	86.41
P0120585	00218768	VERIZON WIRELESS	VERIZON DEC 24 - JAN 23 PARKS	84.22
Org Key: MT4200 - Building Services				
P0120496	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	12,804.36
P0120506	00218772	WAVE ELECTRICAL LLC	12/8-12/10-ADDED 4 NEW KITCHEN	4,718.89
P0120514	00218709	FIRE PROTECTION INC	Clean Agent System Clean Agent	1,036.00
P0120505	00218764	THYSSENKRUPP ELEVATOR CORP	Platinum - Full Maintenance,	1,020.77
P0120503	00218764	THYSSENKRUPP ELEVATOR CORP	Platinum - Full Maintenance,	1,020.77
P0120501	00218764	THYSSENKRUPP ELEVATOR CORP	Platinum - Full Maintenance,	1,020.77
P0120451	00218667	AAA FIRE & SAFETY INC	5# ABC FIRE EXTINGUISHER - NEW	905.00
P0120512	00218709	FIRE PROTECTION INC	Smoke Detector Sensitivity Tes	657.00
P0120469	00218752	PLATT ELECTRIC	LGD LED BULB 8024M345-G7-FW EX	559.68
P0120499	00218683	Bellingham Lock & Safe	LE-PW-GS: PREVAILING WAGE LABO	367.46
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	303.92
P0120502	00218764	THYSSENKRUPP ELEVATOR CORP	Bronze - Oil & Grease ONLY, Pa	261.27
P0120504	00218764	THYSSENKRUPP ELEVATOR CORP	Bronze - Oil & Grease ONLY, Pa	261.27
P0120500	00218764	THYSSENKRUPP ELEVATOR CORP	Bronze - Oil & Grease ONLY, Pa	261.27
P0120496	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	220.12
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	111.23
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	101.24
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	79.24
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	73.15
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	52.08
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	50.63
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	43.77
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	40.28
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	39.62
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	9.79
Org Key: MT4270 - ARPA-Asbestos Response				
P0120436	00218728	KCDA PURCHASING COOPERATIVE	ATCO STRUCTURES #255	8,264.11
P0120507	00218750	PBS ENGINEERING	Professional Services from Nov	6,753.96
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	213.57
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	62.63
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	18.69
Org Key: MT4272 - ARPA-Police Iterim Site				
P0120498	00218683	Bellingham Lock & Safe	LUTHER BURBANK PARK PAPB - ACC	12,397.26
P0120489	00218746	Northwest Studio	INV 2304-08 POLICE	3,427.50
P0120582	00218715	GREEN LATRINE	City Hall PD rental 2/2/24-2/2	350.00
P0120517	00218689	BULGER SAFE & LOCK	864479, R&R AND LUBE CASSETTE	337.18

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P0120516	00218689	BULGER SAFE & LOCK	864892	297.68
<i>Org Key: MT4274 - ARPA-Municipal Court Site Leas</i>				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	564.58
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	142.01
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	92.15
	00218734	LUCERO, CHERYL	REIMB: MILEAGE JAN 2024	78.99
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	69.36
P0120549	00218738	MI HARDWARE - BLDG	MISC. HARDWARE FOR THE MONTH O	65.15
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	55.18
	00218691	CHANG, SABINA	REIMB: MILEAGE JAN 2024	17.55
	00218716	GREGORY, JEFF	REIMB: MILEAGE JAN 2024	17.55
	00218732	LEE, PAULINE	REIMB: MILEAGE JAN 2024	17.55
<i>Org Key: MT4300 - Fleet Services</i>				
P0120568	00218694	CHEVRON AND TEXACO CARD SRVS	CHEVRON - JANUARY 2024 EXP	13,457.03
P0120515	00218693	CHARGEPOINT INC	00-EX1743-00	3,875.52
P0120483	00218745	NAPA AUTO PARTS	REPAIR PARTS	1,298.37
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	153.31
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	127.70
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	49.09
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	48.43
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	33.11
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	22.01
<i>Org Key: MT4420 - Transportation Planner Eng</i>				
P0118253	00218725	IDAX DATA SOULTIONS	IDAX On-Call Traffic Data	1,280.00
<i>Org Key: MT4502 - Sewer Administration</i>				
P0120214	00218730	KING COUNTY TREASURY	2024 JAN-DEC MONTHLY SEWER CHA	479,346.78
<i>Org Key: MT4900 - Solid Waste & Sustainability</i>				
P0120497	00218697	CITY OF BELLEVUE	Eastside Cities Heat Pump Camp	10,186.00
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	10.89
<i>Org Key: MT4925 - ARPA-GHG Track and Report</i>				
P0120497	00218697	CITY OF BELLEVUE	Eastside Cities Heat Pump Camp	15,000.00
<i>Org Key: MT6100 - Park Maintenance</i>				
P0120468	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	1,829.38
P0120585	00218768	VERIZON WIRELESS	VERIZON DEC 24 - JAN 23 PARKS	446.85
P0120545	00218724	HORIZON	MISC. IRRIGATION FITTINGS	490.96
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	161.70
P0120484	00218696	CINTAS CORPORATION #460	PARKS 2024 COVERALL SERVICE	158.44
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	86.97
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	18.69
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
P0120468	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	1,173.77
P0120585	00218768	VERIZON WIRELESS	VERIZON DEC 24 - JAN 23 PARKS	42.11
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
P0120468	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	2,461.59

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0120513	00218709	FIRE PROTECTION INC	Fire Alarm Monitoring Quarterl	1,816.65
P0120518	00218689	BULGER SAFE & LOCK	2023:	1,737.82
P0120511	00218709	FIRE PROTECTION INC	Smoke Detector Sensitivity Tes	657.00
P0120526	00218695	CINTAS	PARKS AND REC OFFICE LUNCHROOM	219.97
P0120585	00218768	VERIZON WIRELESS	VERIZON DEC 24 - JAN 23 PARKS	82.14
<i>Org Key: MT6800 - Trails Maintenance</i>				
P0120216	00218702	DEPT OF ECOLOGY	Trails	9,000.00
P0120585	00218768	VERIZON WIRELESS	VERIZON DEC 24 - JAN 23 PARKS	47.11
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0120468	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	824.89
P0120545	00218724	HORIZON	MISC. IRRIGATION FITTINGS	369.81
P0120574	00218749	PAYBYPHONE TECHNOLOGIES INC	BILLING PERIOD: JAN 2024	251.35
P0120508	00218766	UNITED REPROGRAPHICS	BOAT LAUNCH SIGN	292.17
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	24.21
<i>Org Key: PA0100 - Open Space Management</i>				
P0120585	00218768	VERIZON WIRELESS	VERIZON DEC 24 - JAN 23 PARKS	47.16
P0120495	00218740	MI HARDWARE - P&R	MISC. HARDWARE FOR PARKS & REC	43.61
P0120495	00218740	MI HARDWARE - P&R	MISC. HARDWARE FOR PARKS & REC	11.99
P0120548	00218740	MI HARDWARE - P&R	MISC. HARDWARE FOR THE MONTH O	5.92
<i>Org Key: PA0101 - Recurring Parks Minor Capital</i>				
P0119764	00218772	WAVE ELECTRICAL LLC	Island Crest Parks Ballfield	761.56
<i>Org Key: PA0122 - Luther Burbank Dock Repair & R</i>				
	00218731	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	580.00
<i>Org Key: PA0126 - Mercerdale Park Master Plan</i>				
P0120255	00218684	BERGER PARTNERSHIP PS, THE	Mercerdale Park Master Plan	934.67
<i>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</i>				
P0120216	00218702	DEPT OF ECOLOGY	PIONEER PARK	19,421.63
P0120510	00218715	GREEN LATRINE	Site: Island Crest Way & SE 68	200.00
<i>Org Key: PA0130 - Roanoke Playground Replacement</i>				
P0120255	00218684	BERGER PARTNERSHIP PS, THE	Roanoke Park Playground Replac	4,845.00
<i>Org Key: PA0143 - LB Park Tennis Court Resurface</i>				
P0119927	00218678	ASSOCIATED EARTH SCIENCES INC	Luther Burbank Park Sport Cou	8,508.62
<i>Org Key: PA0145 - Deanes Pk Playground Repl</i>				
P0120255	00218684	BERGER PARTNERSHIP PS, THE	Deane's Children's Park Pl	112.50
<i>Org Key: PA0157 - Master PlanClarke & Groveland</i>				
P0120255	00218684	BERGER PARTNERSHIP PS, THE	Clarke & Groveland Joint Maste	29,477.88
<i>Org Key: PA122A - LB North Pier Renovation</i>				
P0114806	00218731	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	962.50
<i>Org Key: PA122B - LB Shoreline Access Improvemen</i>				
P0114806	00218731	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	18,358.97
<i>Org Key: PA122D - LB Storm Drainage KC Flood Con</i>				

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PO #	Check #	Vendor:	Transaction Description	Check Amount
	00218731	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	40,783.66
<i>Org Key: PA122F - LB Art Design Docks-Waterfront</i>				
	00218731	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	1,474.75
<i>Org Key: PA136A - KCDA-LB South Shoreline</i>				
P0120216	00218702	DEPT OF ECOLOGY	Luther Burbank South Shoreline	3,658.49
<i>Org Key: PO1100 - Administration (PO)</i>				
P0120575	00218768	VERIZON WIRELESS	VERIZON POLICE DEC 24 - JAN 23	282.31
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0120487	00218759	SKYLINE COMMUNICATIONS INC	FEB 2024 EOC INTERNET	220.55
<i>Org Key: PO1700 - Records and Property</i>				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	44.03
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	26.40
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	9.75
<i>Org Key: PO2100 - Patrol Division</i>				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	394.20
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	159.63
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	38.22
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	38.22
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	35.88
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	28.25
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	17.58
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	11.00
<i>Org Key: PO2200 - Marine Patrol</i>				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	178.50
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	119.00
<i>Org Key: PO3100 - Investigation Division</i>				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	52.27
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	45.57
<i>Org Key: PR1100 - Administration (PR)</i>				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	548.29
P0120472	00218751	PERFECTMIND INC	PerfectMind training on calend	440.40
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	395.26
P0120471	00218776	WRPA	WRPA conference for Raven	363.00
	00218708	ESTRADA, DEBORAH	REIMB:USPS MKT MAIL ANNUAL FEE	320.00
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	239.18
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	227.68
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	219.20
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	206.57
P0120527	00218695	CINTAS	COMMUNITY CENTER KITCHEN 2023	201.30
P0120529	00218695	CINTAS	COMMUNITY CENTER - 2023 DOWNST	197.48
P0120581	00218695	CINTAS	Medical supplies	191.48
P0120549	00218738	MI HARDWARE - BLDG	MISC. HARDWARE FOR THE MONTH O	162.45
P0120543	00218723	HOME DEPOT CREDIT SERVICE	MISC. HARDWARE	156.07
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	134.31

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	125.50
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	110.04
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	107.63
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	86.97
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	66.82
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	44.03
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	36.33
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	20.35
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	19.81
P0120495	00218740	MI HARDWARE - P&R	MISC. HARDWARE FOR PARKS & REC	15.91
P0120495	00218740	MI HARDWARE - P&R	MISC. HARDWARE FOR PARKS & REC	14.17
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	11.00
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	8.79
Org Key: PR2104 - Special Events				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	156.84
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	130.70
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	21.87
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	13.74
Org Key: PR4100 - Community Center				
P0120496	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	4,414.71
P0120505	00218764	THYSSENKRUPP ELEVATOR CORP	Platinum - Full Maintenance,	1,020.77
P0120503	00218764	THYSSENKRUPP ELEVATOR CORP	Platinum - Full Maintenance,	1,020.77
P0120501	00218764	THYSSENKRUPP ELEVATOR CORP	Platinum - Full Maintenance,	1,020.77
P0120537	00218679	AUBURN MECHANICAL	Scope Detail: Exhaust fan not	478.11
P0117114	00218698	COMCAST	MERCER ISLAND COMMUNITY	340.20
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	141.32
Org Key: PR5300 - Community Arts Support				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	534.64
Org Key: SP0140 - SE 27th Realignment Study				
P0119274	00218705	DKS ASSOCIATES	SE 27th Street Realignment Stu	2,840.00
Org Key: SU0108 - Comprehensive Pipeline R&R Pro				
P0120481	00218721	HEIDELBERG MATERIALS	2" X 4" ROCK (63.61 TONS)	2,440.73
P0120476	00218717	H D FOWLER	12.5' X 432' 600 SQ YDS WOVEN	560.34
Org Key: VCP343 - CIP Parks Salaries				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	14.27
Org Key: VCP432 - CIP Storm Drainage Salaries				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	62.01
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	8.71
Org Key: WU0117 - Meter Replacement Implementati				
P0102980	00218720	HDR ENGINEERING INC	WATER METER REPLACEMENT	25,793.56
Org Key: WU0140 - PRV Station Replacements				
P0120307	00218719	HANSON TREE SERVICE LLC	Mercer Island Fall 2023 Tree W	141.35
Org Key: YF1100 - YFS General Services				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	293.28

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00218712	GONZALES, MARINA	REIMB: OFFICE&ART SUPPLIES	143.98
	00218747	ORTON, ANNA	REIMB: MH LICENSE RENEWAL	143.50
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	79.90
Org Key: YF1200 - Thrift Shop				
P0120535	00218679	AUBURN MECHANICAL	MI THRIFT SHOP - 2023	1,275.42
P0120505	00218764	THYSSENKRUPP ELEVATOR CORP	Platinum - Full Maintenance,	1,020.77
P0120503	00218764	THYSSENKRUPP ELEVATOR CORP	Platinum - Full Maintenance,	1,020.77
P0120501	00218764	THYSSENKRUPP ELEVATOR CORP	Platinum - Full Maintenance,	1,020.77
P0120496	00218743	MI UTILITY BILLS	JAN 2024 PMT OF UTILITY BILLS	757.21
P0120536	00218679	AUBURN MECHANICAL	Scope Detail: Fans not operati	675.74
P0120552	00218762	Sterling Volunteers	Volunteer Background Checks IN	216.00
P0120470	00218700	DATAQUEST LLC	Background Checks INV 22580	121.00
P0120525	00218695	CINTAS	2023- storeroom cabinet suppli	119.28
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	105.66
P0120451	00218667	AAA FIRE & SAFETY INC	5# ABC FIRE EXTINGUISHER - NEW	88.10
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	76.23
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	70.44
P0120491	00218769	VERIZON WIRELESS	DEC 24-JAN 23,2024 CITY CELL P	47.25
P0120491	00218769	VERIZON WIRELESS	DEC 24-JAN 23,2024 CITY CELL P	42.25
P0120491	00218769	VERIZON WIRELESS	DEC 24-JAN 23,2024 CITY CELL P	42.25
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	41.25
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	8.02
Org Key: YF2100 - School/City Partnership				
	00218687	BROWN, HARRY L	REIMB: TRAINING	395.00
Org Key: YF2600 - Family Assistance				
	00218711	FRANKLIN, DEREK	REIMB: FOOD PANTRY CARDS	750.00
Org Key: YF2850 - Federal SPF Grant				
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	87.21
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	50.06
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	18.82
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	17.96
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	16.48
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	16.48
	00218676	Amazon Capital Services Inc	19RK-QGPM-9KWC	9.85
Total				1,623,769.50

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00218667	02/09/2024	AAA FIRE & SAFETY INC 5# ABC FIRE EXTINGUISHER - NEW	P0120451	12485859	09/08/2023	993.10
00218668	02/09/2024	ABBOTT, RICHARD LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	239.10
00218669	02/09/2024	ADAMS, RONALD E LEOFF1 Medicare Reimb	P0120593	02072024-LEOFF	02/07/2024	1,103.56
00218676	02/09/2024	Amazon Capital Services Inc 19RK-QGPM-9KWC		8597209-7221856	01/18/2024	12,048.56
00218677	02/09/2024	ASPECT SOFTWARE INC Telestaff Monthly Fee INV ASI0	P0120478	ASI079211	02/05/2024	165.15
00218678	02/09/2024	ASSOCIATED EARTH SCIENCES INC Luther Burbank Park Sport Cou	P0119927	063349	01/31/2024	8,508.62
00218679	02/09/2024	AUBURN MECHANICAL Scope Detail: Exhaust fan not	P0120535	39574	12/12/2023	2,429.27
00218680	02/09/2024	AUGUSTSON, THOR LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	224.30
00218681	02/09/2024	AV CAPTURE Judicial Basic Subscrip invoic	P0120544	2932	02/01/2024	1,651.50
00218682	02/09/2024	BARNES, WILLIAM LEOFF1 Medicare Reimb		FEB2024A	02/01/2024	3,404.85
00218683	02/09/2024	Bellingham Lock & Safe LE-PW-GS: PREVAILING WAGE LABO	P0120498	352431	12/31/2023	12,764.72
00218684	02/09/2024	BERGER PARTNERSHIP PS, THE Mercerdale Park Master Plan	P0120255	36344	01/11/2024	35,370.05
00218685	02/09/2024	BOOTH, GLENDON D LEOFF1 Medicare Reimb	P0120560	02072024-LEOFF	02/07/2024	547.36
00218686	02/09/2024	Bradley Public Safety BPSS invoice #013113P-24	P0120466	013113P-24	01/31/2024	1,170.00
00218687	02/09/2024	BROWN, HARRY L REIMB: TRAINING		01292024	01/29/2024	395.00
00218688	02/09/2024	BUD CLARY FORD HYUNDAI 2024 FORD F350 PICKUP, 4WD FOR	P0118955	3RX679 X679	02/06/2024	58,454.38
00218689	02/09/2024	BULGER SAFE & LOCK 864892	P0120518	WO-225163	11/17/2023	2,372.68
00218690	02/09/2024	CESSCO INC INVENTORY PURCHASES	P0120473	21937	01/26/2024	627.85
00218691	02/09/2024	CHANG, SABINA REIMB: MILEAGE JAN 2024		01312024	01/31/2024	17.55
00218692	02/09/2024	CHAPTER 13 TRUSTEE EARLY WARRANTS-PR 02.09.2024		PR 02.09.2024	02/09/2024	572.00
00218693	02/09/2024	CHARGEPOINT INC 00-EX1743-00	P0120515	IN244683	01/27/2024	3,875.52
00218694	02/09/2024	CHEVRON AND TEXACO CARD SRVS CHEVRON - JANUARY 2024 EXP	P0120568	JAN 2024	01/31/2024	13,457.03
00218695	02/09/2024	CINTAS Medical supplies	P0120525	5188401891	12/13/2023	929.51
00218696	02/09/2024	CINTAS CORPORATION #460 2024 PW COVERALL SERVICES	P0120484	JAN 2024	01/31/2024	4,274.85
00218697	02/09/2024	CITY OF BELLEVUE Eastside Cities Heat Pump Camp	P0120497	48080	01/30/2024	25,186.00
00218698	02/09/2024	COMCAST MERCER ISLAND CITY HALL	P0117114	01202024	01/20/2024	549.50

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00218699	02/09/2024	COOPER, ROBERT LEOFF1 Excess Benefit		FEB2024A	02/01/2024	3,085.43
00218700	02/09/2024	DATAQUEST LLC Background Checks INV 22580	P0120470	22580	01/31/2024	177.50
00218701	02/09/2024	DEEDS, EDWARD G LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	273.10
00218702	02/09/2024	DEPT OF ECOLOGY Urban Forestry	P0120216	WC000001653	12/13/2023	35,069.13
00218703	02/09/2024	DESAUTEL COMMUNICATIONS Invoice #005449 Professional	P0120520	005449	01/31/2024	4,050.00
00218704	02/09/2024	DEVENY, JAN P LEOFF 1 Retiree Medical Expens	P0120564	02072024-LEOFF	02/07/2024	267.56
00218705	02/09/2024	DKS ASSOCIATES SE 27th Street Realignment Stu	P0119274	0088867	01/24/2024	2,840.00
00218706	02/09/2024	DOWD, PAUL LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	202.90
00218707	02/09/2024	ELSOE, RONALD LEOFF1 Medicare Reimb	P0120562	02072024-LEOFF1	02/07/2024	552.77
00218708	02/09/2024	ESTRADA, DEBORAH REIMB:USPS MKT MAIL ANNUAL FEE		02052024	02/05/2024	320.00
00218709	02/09/2024	FIRE PROTECTION INC Smoke Detector Sensitivity Tes	P0120514	85959	12/27/2023	4,166.65
00218710	02/09/2024	FORSMAN, LOWELL LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	271.10
00218711	02/09/2024	FRANKLIN, DEREK REIMB: FOOD PANTRY CARDS		01312024	01/31/2024	750.00
00218712	02/09/2024	GONZALES, MARINA REIMB: OFFICE&ART SUPPLIES		01292024	01/29/2024	143.98
00218713	02/09/2024	GOODMAN, J C LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	236.30
00218714	02/09/2024	GRAINGER 8" CABLE TIE (100)	P0120482	9006532866	02/01/2024	273.08
00218715	02/09/2024	GREEN LATRINE City Hall PD rental 2/2/24-2/2	P0120510	I40950	01/31/2024	550.00
00218716	02/09/2024	GREGORY, JEFF REIMB: MILEAGE JAN 2024		02012024	02/01/2024	17.55
00218717	02/09/2024	H D FOWLER 12.5' X 432' 600 SQ YDS WOVEN	P0120476	I6615217	02/02/2024	560.34
00218718	02/09/2024	HAGSTROM, JAMES LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	174.70
00218719	02/09/2024	HANSON TREE SERVICE LLC Mercer Island Fall 2023 Tree W	P0120307	195006-RET	01/01/2024	4,646.49
00218720	02/09/2024	HDR ENGINEERING INC WATER METER REPLACEMENT PROGRA	P0102980	1200555681	09/11/2023	25,793.56
00218721	02/09/2024	HEIDELBERG MATERIALS 2" X 4" ROCK (63.61 TONS)	P0120481	5954188	02/01/2024	2,440.73
00218722	02/09/2024	HILTNER, PETER LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	619.50
00218723	02/09/2024	HOME DEPOT CREDIT SERVICE MISC. TOOLS	P0120543	0611854	02/06/2024	222.35
00218724	02/09/2024	HORIZON MISC. IRRIGATION FITTINGS	P0120545	3M501394	02/07/2024	860.77

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Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00218725	02/09/2024	IDAX DATA SOULTIONS IDAX On-Call Traffic Data	P0118253	INV-0004231	01/31/2024	1,280.00
00218726	02/09/2024	JOHNSON, CURTIS LEOFF 1 Retiree Medical Expens		FEB2024A	02/01/2024	2,282.36
00218727	02/09/2024	KC FINANCE Remit Liquor Profits	P0120594	2152797	02/08/2024	1,854.49
00218728	02/09/2024	KCDA PURCHASING COOPERATIVE Mercer Room Floor Replacement	P0120436	300754220	11/13/2023	51,107.94
00218729	02/09/2024	KING CO PROSECUTING ATTORNEY CRIME VICTIMS 2023 CLOSE OUT	P0120595	2023-CRIME	12/31/2023	2,675.81
00218730	02/09/2024	KING COUNTY TREASURY 2024 JAN-DEC MONTHLY SEWER CHA	P0120214	30038386	02/01/2024	479,346.78
00218731	02/09/2024	KPFF CONSULTING ENGINEERS Luther Burbank Park Final Desi		503104	01/11/2024	62,159.88
00218732	02/09/2024	LEE, PAULINE REIMB: MILEAGE JAN 2024		01312024	01/31/2024	17.55
00218733	02/09/2024	LOISEAU, LERI M LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	209.90
00218734	02/09/2024	LUCERO, CHERYL REIMB: MILEAGE JAN 2024		01312024	01/31/2024	78.99
00218735	02/09/2024	LYONS, STEVEN LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	211.80
00218736	02/09/2024	METROPRESORT JAN 2024 PRNT & MAILING OF UTI	P0120488	IN662715	01/30/2024	1,153.17
00218737	02/09/2024	MI EMPLOYEES ASSOC EARLY WARRANTS-PR 02.09.2024		PR 02.29.2024	02/09/2024	235.00
00218738	02/09/2024	MI HARDWARE - BLDG MISC. HARDWARE FOR THE MONTH O	P0120549	JAN 2024	01/31/2024	227.60
00218739	02/09/2024	MI HARDWARE - FIRE Fire supplies INV146472	P0120197	DEC 2023	12/31/2023	134.74
00218740	02/09/2024	MI HARDWARE - P&R MISC. HARDWARE FOR PARKS & REC	P0120495	146119	08/25/2023	91.60
00218741	02/09/2024	MI HARDWARE - ROW MISC. HARDWARE FOR THE MONTH O	P0120547	JAN 2024	01/31/2024	7.88
00218742	02/09/2024	MI HARDWARE - UTILITY MISC. HARDWARE FOR THE MONTH O	P0120546	JAN 2024	01/31/2024	39.39
00218743	02/09/2024	MI UTILITY BILLS JAN 2024 PMT OF UTILITY BILLS	P0120468	JAN 2024	01/31/2024	28,185.27
00218744	02/09/2024	MYERS, JAMES S LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	179.80
00218745	02/09/2024	NAPA AUTO PARTS REPAIR PARTS	P0120483	JAN 2024	01/31/2024	1,298.37
00218746	02/09/2024	Northwest Studio INV 2304-08 FACILITIES	P0120489	2304-08	01/24/2023	16,181.10
00218747	02/09/2024	ORTON, ANNA REIMB: MH LICENSE RENEWAL		02052024	02/05/2024	143.50
00218748	02/09/2024	PACIFIC TOPSOIL INC. DUMPING FEES	P0120475	22-T1351860	01/06/2024	726.40
00218749	02/09/2024	PAYBYPHONE TECHNOLOGIES INC BILLING PERIOD: JAN 2024	P0120574	INVPBP-US575	01/31/2024	251.35
00218750	02/09/2024	PBS ENGINEERING Professional Services from Nov	P0120507	0041888.000-6	12/21/2023	6,753.96

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00218751	02/09/2024	PERFECTMIND INC PerfectMind training on calend	P0120472	IN1377128	01/19/2024	440.40
00218752	02/09/2024	PLATT ELECTRIC INVENTORY PURCHASES	P0120551	4R71851	01/25/2024	2,410.58
00218753	02/09/2024	PUGET SOUND ENERGY 200008261139	P0120589	4359958-JAN 24	01/24/2024	212.27
00218754	02/09/2024	RAMSAY, JON LEOFF1 Medicare Reimb		FEB2024A	02/01/2024	1,210.37
00218755	02/09/2024	RESERVE ACCOUNT JAN 26, 2024 REFILL POSTAGE MA	P0120493	JAN 2024	01/26/2024	2,500.00
00218756	02/09/2024	Ringsquared Telecom LLC LONG DISTANCE CALLING JAN 2024	P0120494	IN178268	02/05/2024	80.35
00218757	02/09/2024	RUCKER, MANORD J LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	174.70
00218758	02/09/2024	SCHOENTRUP, WILLIAM LEOFF1 Medicare Reimb	P0120558	02072024-LEOFF	02/07/2024	3,715.02
00218759	02/09/2024	SKYLINE COMMUNICATIONS INC FEB 2024 EOC INTERNET	P0120487	IN47659	02/01/2024	220.55
00218760	02/09/2024	SMITH, RICHARD LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	239.90
00218761	02/09/2024	SOUND SAFETY PRODUCTS RUBBER WORK BOOTS	P0120479	282343/3	02/05/2024	189.36
00218762	02/09/2024	Sterling Volunteers Volunteer Background Checks IN	P0120552	9707878	01/31/2024	216.00
00218763	02/09/2024	THOMPSON, JAMES LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	245.90
00218764	02/09/2024	THYSSENKRUPP ELEVATOR CORP Bronze - Oil & Grease ONLY, Pa	P0120501	3007456121	09/01/2023	9,970.74
00218765	02/09/2024	TYLER TECHNOLOGIES INC License Fees Tyler Munis Finan	P0116068	045-438342	09/20/2023	800.00
00218766	02/09/2024	UNITED REPROGRAPHICS BOAT LAUNCH SIGN	P0120508	9118928-IN	01/31/2024	292.17
00218767	02/09/2024	UTILITIES UNDERGROUND LOCATION 2024 UTILITY LOCATES	P0120477	4010184	01/31/2024	227.04
00218768	02/09/2024	VERIZON WIRELESS VERIZON DEC 24 - JAN 23 ANGIE	P0120575	9954938726	01/23/2024	7,523.18
00218769	02/09/2024	VERIZON WIRELESS DEC 24-JAN 23,2024 CITY CELL P	P0120491	9954938733	01/23/2024	677.41
00218770	02/09/2024	WA ST DEPT OF TRANSPORTATION AA-01-10221 SUBLEASE REMITTANC	P0120474	MAR 22-FEB 24	02/01/2024	646,097.52
00218771	02/09/2024	WALTER E NELSON CO INVENTORY PURCHASES	P0120509	968811	02/06/2024	2,083.04
00218772	02/09/2024	WAVE ELECTRICAL LLC 12/8-12/10-ADDED 4 NEW KITCHEN	P0119764	23170-RET	12/29/2023	5,480.45
00218773	02/09/2024	WEGNER, KEN LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	170.10
00218774	02/09/2024	WEGNER, KEN LEOFF 1 Retiree Medical Expens	P0120557	02072024-LEOFF1	02/07/2024	190.67
00218775	02/09/2024	WHEELER, DENNIS LEOFF1 Medicare Reimb		FEB2024B	02/01/2024	164.90
00218776	02/09/2024	WRPA WRPA conference for Raven	P0120471	9305	01/31/2024	363.00

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Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00218777	02/09/2024	Xerox Financial Services	P0120485	5359011	02/04/2024	1,141.75
Copier Lease Fees Feb 2023						
Total						1,623,769.50



CITY COUNCIL MINUTES - **REVISED**

REGULAR HYBRID MEETING

FEBRUARY 6, 2024

Item 5.

CALL TO ORDER & ROLL CALL

Mayor Salim Nice called the Regular Hybrid Meeting to order at 5:01 pm from the Slater Room Council Chambers at Mercer Island Community & Event Center, 8236 SE 24th Street, Mercer Island, Washington.

Mayor Salim Nice, Deputy Mayor Dave Rosenbaum, and Councilmembers Lisa Anderl, Craig Reynolds, and Ted Weinberg participated in person in the Slater Room Council Chambers. Councilmember Jake Jacobson joined via Zoom.

Councilmember Wendy Weiker was absent.

PLEDGE OF ALLEGIANCE

The City Council delivered the Pledge of Allegiance.

AGENDA APPROVAL

It was moved by Anderl; seconded by Reynolds to:

Approve the agenda as presented.

PASSED: 6-0

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

ABSENT: 1 (Weiker)

SPECIAL BUSINESS

King County Councilmember Claudia Balducci (District 6) provided an update on the King County Council's work plan. She spoke about the positions she holds on regional and King County Council committees, discussed the budget issues that King County is facing, provided an update on the partial opening of the Sound Transit Light Rail Expansion and Eastside Starter Line. Councilmember Balducci spoke about affordable housing and homelessness, public safety on gun violence prevention, and crisis care centers levy implementation.

City Council asked questions and thanked King County Councilmember Balducci for her presentation.

CITY MANAGER REPORT

City Manager Jessi Bon reported on the following items:

- **Council, Boards & Commission Meetings:** Next City Council meeting is February 20, and the City Council Planning Session on Friday, March 1 at 9 am. Upcoming Board and Commission Meetings: Joint Parks & Recreation Commission and Planning Commission on February 8, and Utility Board on February 13.
- **Update on City Hall Transitions:** Anticipating delivery of the Police modular units at the end of the month. Work continues sorting materials and records at City Hall. Slater Room Council Chambers adjustments continue.
- **City Services Updates:** Update on the Parks Zone draft. Island Crest Park Athletic fields work is progressing on the north infield turf replacement. North and south reservoir improvement project is underway, work will continue throughout the year. A new crosswalk is being installed in the 4800 block of West Mercer Way. King County Sewer line upgrade work will close the boat launch for

several days throughout February. Roanoke Park Playground replacement is collecting responses through February 9. I-90 lane closure due to failing expansion joint.

- **Legislative Session Updates:** Last Monday City Council Leadership and City Manager Bon visited Olympia. Throughout the session Mayor Nice, supported by staff and the City's lobbyists, has been regularly testifying at committee meetings and engaging with legislators on issues of importance to the City.
- **Upcoming Events:** Celebrate the Lunar New Year and Paint a lantern at MICEC on February 11. Pioneer Park Restoration Event on February 10.
- **News:** Congratulations Andrea Larson on receiving her Certified Municipal Clerk from the International Institute of Municipal Clerks. MIYFS Foundation helped with increased Food Pantry needs in 2023.
- **In Memoriam:** Long time Thrift Shop Volunteer Bob Wiley passed away in early January.

APPEARANCES

Addie Smith, spoke about being a hate crime survivor.

Kristen Orndorff, Mercer Island, spoke about the Mercer Island County Club tennis bubble code amendment.

Dan Nordale, Mercer Island, spoke about the Mercer Island Country Club tennis bubble code amendment.

Alex Tsimmerman, spoke about antisemitism.

CONSENT AGENDA

AB 6399: January 12, 2024 Payroll Certification

Recommended Action: Approve the January 12, 2024 Payroll Certification in the amount of \$1,002,444.60 and authorize the Mayor to sign the certification on behalf of the entire City Council.

AB 6400: January 26, 2024 Payroll Certification

Recommended Action: Approve the January 26, 2024 Payroll Certification in the amount of \$893,520.06 and authorize the Mayor to sign the certification on behalf of the entire City Council.

Certification of Claims:

A. Check Register | 218370-218460 | 1/12/24 | \$2,784,650.18

B. Check Register | 218461-218525 | 1/19/24 | \$1,718,919.14

C. Check Register | 218526-218598 | 1/26/24 | \$797,136.29

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

City Council Meeting Minutes of January 16, 2024 Regular Hybrid Meeting and of the January 26, 2024 Special Hybrid Meeting

Recommended Action: Approve the City Council Meeting minutes of the January 16, 2024 Regular Hybrid Meeting and of the January 26, 2024 Special Hybrid Meeting.

AB 6397: Washington State Historical Society Grant Agreement for Luther Burbank Boiler Building Phase 1

Recommended Action: Authorize the City Manager to execute the grant agreement substantially in the form attached as Exhibit 1, and to execute future amendments to the agreement that are de minimis or non-substantive.

AB 6401: Sunset Hwy and 77th Ave SE Intersection Improvements Project Closeout

Recommended Action: Accept the completed Sunset Hwy and 77th Ave SE Intersection Improvements project and authorize staff to close out the contract.

AB 6406: Acceptance and Appropriation of the Department of Commerce Middle Housing Grant for HB 1110 Compliance

Recommended Action: Accept the Middle Housing Grant of \$75,000 from the Department of Commerce and appropriate these funds for HB 1110 compliance in the 2023-2024 biennial budget.

It was moved by Reynolds; seconded by Rosenbaum to:

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

PASSED: ~~67~~-0

FOR: ~~67~~ (Anderl, Jacobson, Nice, Reynolds, Rosenbaum, ~~Weiker~~, and Weinberg)

ABSENT: 1 (Weiker)

REGULAR BUSINESS

AB 6410: Customer Service Team Briefing

Chief of Administration Ali Spietz and Customer Service Supervisor Angie Moreau provided an overview of the Customer Service Team (CST). Customer Service Supervisor Moreau discussed how CST was created and what they do. She spoke about phone and email management for the various departments, the efficiencies that have been created with a centralized customer service team, and discussed the administrative support that CST is able to provide to departments. Customer Service Supervisor Moreau presented the top call volumes by department, spoke of the many ways that CST can help callers, and how to contact the City.

City Council thanked the Customer Service Team for the work they do.

AB 6414: 2024 City Council Planning Session Agenda

City Manager Jessi Bon presented the agenda for the 2024 City Council Planning Session on March 1.

City Council discussed the agenda.

It was moved by Rosenbaum; seconded by Reynolds to:

Approve the 2024 City Council Planning Session agenda as presented.

PASSED: ~~76~~-0

FOR: ~~67~~ (Anderl, Jacobson, Nice, Reynolds, Rosenbaum, ~~Weiker~~, and Weinberg)

ABSENT: 1 (Weiker)

AB 6402: Public Works Building Facility Condition Assessment Presentation

City Manager Jessi Bon introduced the preliminary Facility Conditions Assessment report and discussed the long-range facilities planning work that began in 2023 that was interrupted by the closure of City Hall. She spoke about the recommendation to replace the Public Works building and align that work with the replacement of City Hall.

Chief of Operations Jason Kintner presented a virtual tour of the Public Works building. He spoke about the teams that are housed out of the building and the workspaces in the lower level of the building for the Utility Team, Right-of-Way Team, Stormwater Team, Parks Operations Team, and Mechanics Shop. Chief of Operations Kintner spoke about what is housed in the Warehouse and why one is needed, discussed the storage areas, locker rooms, restrooms, mudroom, and laundry room. He discussed the upstairs office space that houses Public Works Administration, the Engineering Team, and the Utility Billing Team, spoke about the kitchen and kitchen needs for the Public Works teams especially during inclement weather or emergencies. Chief of Operations Kintner presented the yard vehicle and equipment storage, spoke about the lack of covered storage for outside equipment, tool and equipment storage including space for police items, and

spoke about the materials and waste storage facilities.

Chief of Operations Kintner presented the findings of the preliminary facility conditions assessment findings including, roofing and water intrusion issues in the Warehouse and Administrative Offices, heating, cooling and ventilation issues in the building, electrical service and distribution throughout the building, and structural deficiencies. He spoke about the insufficient restroom capacity, the lack of a fire suppression system and lack of fall prevention railings in storage areas. He discussed the next steps to identify critical system repairs needed to extend the life of the building.

City Council discussed the presentation and asked questions.

OTHER BUSINESS

Planning Schedule

City Manager Jessi Bon spoke about the February 20 Meeting and the March 1 Planning Session.

Councilmember Absences and Reports

It was moved by Anderl; seconded by Weinberg to:
Excuse Councilmember Wendy Weiker's absence.
PASSED: 6-0
FOR: 6 (Jacobson, Nice, Reynolds, Rosenbaum, and Weinberg
ABSENT: 1 (Weiker)

Deputy Mayor Rosenbaum noted he is looking forward to the MIYFS Foundation breakfast.

Mayor Nice noted he will be in Olympia this week for AWC Action Days.

Councilmember Weinberg spoke about the Superintendent Advisory Council meeting on January 24, Arts Council meeting on January 17, and K4C meeting on February 2. He noted that his next monthly open lunch is on Saturday at Sushi Joa and spoke about building his fifth tiny home in Seattle that will be deployed to a tiny home village.

Councilmember Reynolds noted he is looking forward to seeing everyone at the MIYFS Foundation breakfast and congratulated Andrea Larson on her CMC designation.

Councilmember Anderl spoke about the Open Space Conservancy Trust meeting in January.

Councilmember Jacobson noted that there is a Utility Board meeting next week and voiced his support of Deputy Mayor Rosenbaum as the most qualified City Councilmember to serve as Deputy Mayor-

City Council was in recess from 7:04pm – 7:12pm.

EXECUTIVE SESSION

At 7:12 pm, Mayor Nice convened an Executive Session in Room 103 at the Mercer Island Community & Event Center, 8236 SE 24th Street, Mercer Island, WA and via Microsoft Teams. The Executive Session was to discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(1)(i) and to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW 42.30.110(1)(b).

Mayor Salim Nice, Deputy Mayor Rosenbaum, and Councilmembers Lisa Anderl, Craig Reynolds, and Ted Weinberg participated in person in Room 103. Councilmember Jake Jacobson joined via Microsoft Teams.

Councilmember Wendy Weiker was absent.

Mayor Nice adjourned the Executive Session at 8:19 pm.

ADJOURNMENT

The Regular Hybrid Council Meeting adjourned at 8:19 pm

Salim Nice, Mayor

Attest:

Andrea Larson, City Clerk



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6404
February 20, 2024
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6404: Rare Disease Day, Proclamation No. 322	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Proclaim February 29, 2024 Rare Disease Day on Mercer Island.	

DEPARTMENT:	City Council
STAFF:	Salim Nice, Mayor Andrea Larson, City Clerk
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Proclamation No. 322
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to proclaim February 29, 2024 as Rare Disease Day on Mercer Island, Proclamation No. 322 (Exhibit 1).

BACKGROUND

Currently, more than 25 million Americans are affected by rare diseases. Nearly 11,000 rare diseases are characterized by a broad diversity of disorders and symptoms that vary not only from disease to disease, but also from patient to patient suffering from the same disease. Relatively common symptoms can hide underlying rare diseases leading to misdiagnosis and delaying treatment. Quintessentially disabling, the patient's quality of life is affected by the lack or loss of autonomy due to the chronic, progressive, degenerative, and frequently life-threatening aspects of the disease.

The first Rare Disease Day was celebrated in 2008 on February 29, a "rare" date that happens only once every four years. Ever since, Rare Disease Day has taken place on the last day of February each year to raise awareness among the public and decision-makers about rare diseases and the impact on patients' lives.

ISSUE/DISCUSSION

The key message for Rare Disease Day 2024 is Share Your Colors. Rare diseases affect people in all communities. On February 29, community members are invited to share to express support for the over 300 million people living with a rare condition, including those living with rare diseases in the Mercer Island community. #RareDiseaseDay

RECOMMENDED ACTION

Proclaim February 29, 2024 Rare Disease Day on Mercer Island.



City of Mercer Island, Washington

Proclamation

WHEREAS, as many as 1 in 5 Americans are living with various disabilities, whether from diseases, injuries, aging, or other causes. Disability IS diversity, and the disabled deserve the same opportunities for accessibility as others do , as a matter of fairness, equity, and inclusion.

1 in 10 people suffer from nearly 11,000 different rare diseases, and 95 percent of them do not have a cure, according to the National Institute of Health (NIH).

Rare Disease Day is observed annually on the last day of February, the rarest date on the calendar, to underscore the nature of rare diseases and their effects on us all.

Since 2008, Rare Disease Day has brought together millions of people worldwide in solidarity with the 300 million people living with a rare disease.

The theme for Rare Disease day 2024 is Share Your Colors. On February 29, community members are invited to Share Your Colors in solidarity with the 300 million people living with a rare disease.

NOW, THEREFORE, I, Salim Nice, Mayor of the City of Mercer Island, do hereby proclaim February 29 as

RARE DISEASE DAY

on Mercer Island and I encourage Islanders to support the #RareDiseaseDay campaign by expressing support for those living with rare diseases in the Mercer Island community.

APPROVED, this 20th day of FEBRUARY 2024

Mayor Salim Nice

Proclamation No. 322



RARE DISEASE DAY®



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6407
February 20, 2024
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6407: ARCH Housing Trust Fund Project Approvals	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Approve the use of \$48,600 from the City's contributions to the ARCH Housing Trust Fund.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, Community Planning and Development Director Alison Van Gorp, Deputy Director
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Fall 2023 Housing Trust Fund Recommendation
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to appropriate funds from the ARCH Housing Trust Fund (HTF) to five projects recommended by the ARCH Executive Board.

- Mercer Island is a member of ARCH (A Regional Coalition for Housing) and like the other local government members, Mercer Island contributes annually to ARCH to provide operational support for the organization and capital support for affordable housing projects (via the HTF).
- The ARCH Executive Board recommends that Mercer Island support the five housing projects listed below, drawing on \$48,600 from the City's contributions to the ARCH HTF:
 - Bellevue - Spring District 120th TOD - BRIDGE (\$7,900)
 - Kenmore - Larus Senior Housing - TWG/Imagine Housing (\$3,000)
 - Bellevue - The Aventine - Low Income Housing Institute (\$7,300)
 - Redmond - Emma McRedmond Manor - Catholic Housing Services (\$6,100)
 - Redmond - Overlake TOD - Bellwether Housing (\$24,300)
- City Council approval is required to allocate these funds.

BACKGROUND

ARCH was established in 1993 by an [Interlocal Agreement](#) to create and preserve affordable housing throughout the greater East King County community. Member jurisdictions include Beaux Arts Village,

Bellevue, Bothell, Clyde Hill, Hunts Point, Issaquah, Kenmore, King County, Kirkland, Medina, Mercer Island, Newcastle, Redmond, Sammamish, Woodinville, and Yarrow Point. By participating in ARCH, member cities are part of a joint and cooperative undertaking to collectively plan for and provide affordable housing in East King County communities. ARCH staff serve as additional housing staff to each member city and coordinate with member city staff in various housing-related projects, plans and services.

Like other local government members, Mercer Island contributes annually to ARCH to provide administrative support for the organization's housing activities and capital support for the creation and preservation of affordable housing. The coordinated approach used by ARCH provides for an efficient use of resources in fulfilling each member city's obligations under the Washington State Growth Management Act (GMA) to make adequate provisions for the existing and projected housing needs of all economic segments of the community (RCW 36.70A.070(2)), as well as sharing resources with regional partners in the provision and administration of affordable housing.

ARCH HOUSING TRUST FUND

The ARCH Housing Trust Fund (HTF) was created by ARCH member cities in 1993 to directly assist the development and preservation of affordable housing in East King County. The HTF enables ARCH members to capitalize a joint housing development fund and directly control the use of their housing funds through ARCH's funding recommendation process. The HTF is the primary means by which ARCH members assist in creating and preserving housing opportunities for low- and moderate-income households. The HTF awards loans and grants to Eastside developments that include below-market rate housing. HTF projects primarily create housing that is affordable for households earning 60% of the area median income or less. Over the last three decades, ARCH has supported over 6,000 units of affordable housing and shelter beds. Funds invested in the HTF have been leveraged over 10:1, bringing in \$1 billion in other investments to East king County.

Mercer Island's contributions to the ARCH HTF come from the City's General Fund, designated to ARCH for the purpose of creating affordable housing. The City contributed \$96,000 in 2018, \$50,000 in 2019, \$33,768 in 2020, and \$35,000 in each year since 2021. Funds contributed to the HTF are held in a centralized account at the City of Bellevue and earn interest. Mercer Island's annual contributions, plus loan repayments and interest earned, are held in reserve until allocated to specific projects. The balance of Mercer Island's portion of HTF account was \$50,870 at year-end 2023.

Affordable housing projects are identified for HTF funding via a competitive process each fall. ARCH staff, member city liaisons, the ARCH Community Advisory Board, and the ARCH Executive Board review and recommend projects for grants or loans from the HTF. Allocation of funds from Mercer Island's portion of the HTF to specific projects must be approved by the City Council, per the terms of the [ARCH Interlocal Agreement](#).

ISSUE/DISCUSSION

2023 HTF FUNDING RECOMMENDATIONS

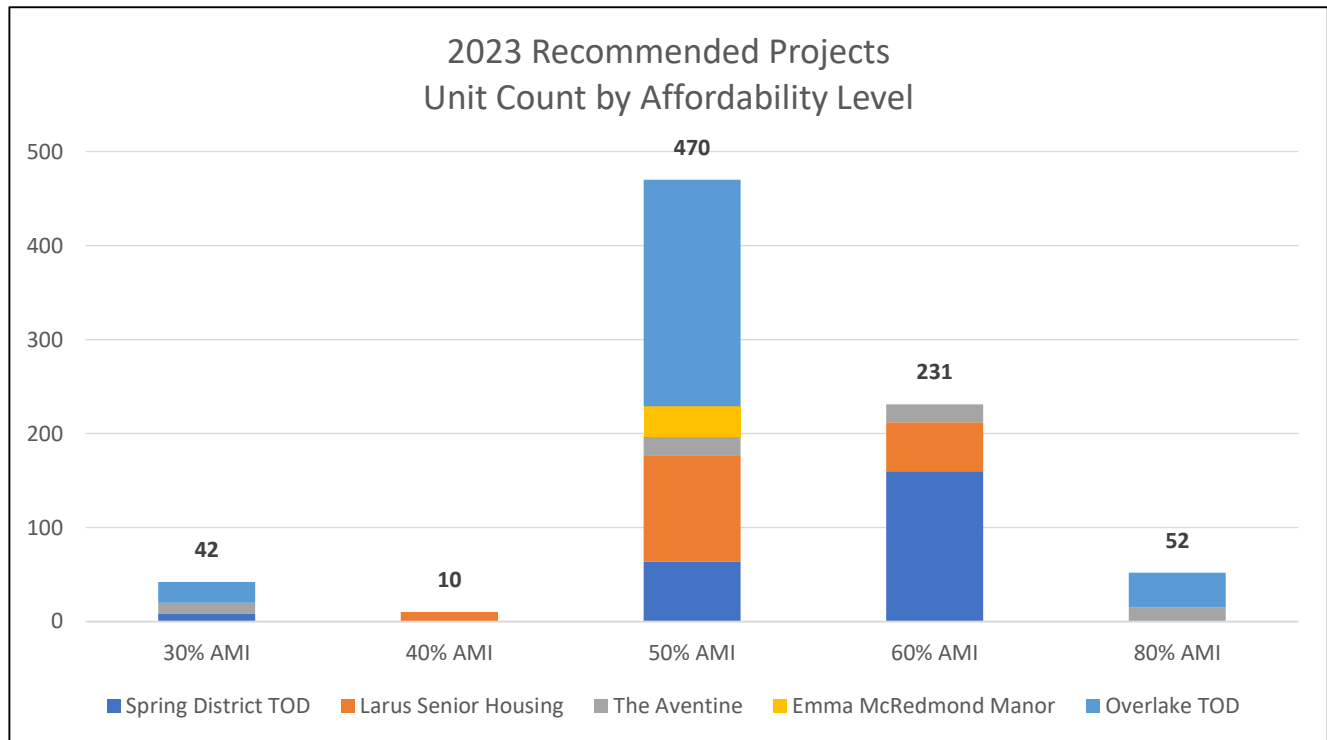
The 2023 ARCH HTF received \$12.9 million in funding requests from seven projects proposing 853 units of affordable housing. While it was not possible to fully fund all these requests, the ARCH Executive Board, in concurrence with the ARCH Community Advisory Board (CAB), is recommending full funding for two projects and partial funding for three projects, with \$4.0M in Trust Fund dollars included in the recommendation, plus an additional \$2.1M committed by the City of Redmond, resulting in \$6.1M in awards. Details of the Executive Board's rationale for recommending each project are included in Exhibit 1.

The ARCH Executive Board recommends that Mercer Island support all five of the recommended projects drawing on \$48,600 from the City's contributions to the ARCH Housing Trust Fund, as shown below:

- Bellevue - Spring District 120th TOD - BRIDGE (\$7,900)
- Kenmore - Larus Senior Housing - TWG/Imagine Housing (\$3,000)
- Bellevue - The Aventine - Low Income Housing Institute (\$7,300)
- Redmond - Emma McRedmond Manor - Catholic Housing Services (\$6,100)
- Redmond - Overlake TOD - Bellwether Housing (\$24,300)

The five recommended projects will provide a range of affordable housing options throughout East King County, including very low-, low- and moderate-income units. The recommended projects represent 840 total units of affordable housing; the unit count at each affordability level is shown in the graph below. The recommended projects meet diverse needs throughout the region, including:

- Preservation of existing affordable housing;
- New transit-oriented development for families and individuals adjacent to future light rail;
- Creation of affordable commercial space for diverse businesses; and
- Local partnerships to serve diverse populations, including low-income seniors, families and individuals exiting homelessness, persons with intellectual and developmental disabilities, veterans, and households with incomes under 50% of median income.



The ARCH contributions to the recommended projects are just a small share of the funding and financing that it takes to construct/acquire these affordable housing units. Each ARCH HTF dollar is leveraged over 15 to 1 with funds from other sources. The proposed projects expect to attract \$383 million in other funding sources, including federal tax credits and tax-exempt bonds as well as State of Washington and King County funding.

Exhibit 1 is the ARCH Fall 2023 Housing Trust Fund Recommendations memo, detailing the projects recommended for funding by the ARCH Executive Board, including the following supporting documents:

1. Attachment 1: Proposed Funding Sources provides a chart showing how proposed ARCH funding is distributed among ARCH cities (page 18).
2. Attachment 2: Project Economic Summaries provides economic summaries of the recommended projects showing sources of funding and project expenses (pages 19-23).

NEXT STEPS

If the \$48,600 for the recommended projects listed above is approved by the City Council, the funds will be drawn from Mercer Island's portion of the HTF account. Approval of the Housing Trust Fund project funding will conclude this matter. Later this year, the City Council will need to approve the 2025 ARCH work plan and administrative budget.

RECOMMENDED ACTION

Approve the use of \$48,600 from the City's contributions to the ARCH Housing Trust Fund as recommended by the ARCH Executive Board and authorize execution of any related agreements and documents.



MEMORANDUM

TO: City of Bellevue Council Members
City of Bothell Council Members
City of Clyde Hill Council Members
Town of Hunts Point Council Members
City of Issaquah Council Members
City of Kenmore Council Members
City of Kirkland Council Members
City of Medina Council Members
City of Mercer Island Council Members
City of Newcastle Council Members
City of Redmond Council Members
City of Sammamish Council Members
City of Woodinville Council Members
Town of Yarrow Point Council Members

FROM: Carol Helland, Chair, ARCH Executive Board

DATE: December 28, 2023

RE: Fall 2023 Housing Trust Fund (HTF) Recommendation

This year ARCH received \$12.9 million in funding requests from seven projects proposing an impressive 853 units of affordable housing. After careful deliberation, the ARCH Executive Board concurred with the recommendations of the ARCH Community Advisory Board (CAB), which provide full funding for two projects and partial funding for three projects. Consistent with recent years, the demand for funding far exceeded available resources, with \$4.0 million in Trust Fund dollars included in the recommendations, plus an additional \$2.1 million committed by the City of Redmond, resulting in \$6.1 million in awards.

Over the last three decades, the ARCH Trust Fund has supported over 6,000 units of affordable housing and shelter beds, creating housing access for thousands of families and individuals with limited incomes. This year's recommendations will support 840 more units of housing in an incredible set of projects that meet numerous priorities and needs throughout the region, including:

- Preservation of existing affordable housing
- New transit-oriented development for families and individuals adjacent to future light rail;
- Creation of affordable commercial space for diverse businesses
- Local partnerships to serve diverse populations, including low-income seniors, families and individuals exiting homelessness, persons with intellectual and developmental disabilities, veterans, and households with incomes under 50% of median income

The Trust Fund also continues to bring a high return on local investment, this year leveraging local resources over 15:1, with proposed projects expected to attract roughly \$383 million in other funding.

ARCH MEMBERS

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS POINT ♦
ISSAQUAH ♦ KENMORE ♦ KIRKLAND ♦ MEDINA ♦ MERCER ISLAND ♦ NEWCASTLE ♦ REDMOND ♦
SAMMAMISH ♦ WOODINVILLE ♦ YARROW POINT ♦ KING COUNTY

A summary of the recommendations is shown in the table below:

Project Applicant	City	Units	ARCH 2023 Request	Executive Board Recommendation
Spring District 120 th TOD <i>BRIDGE</i>	Bellevue	234	\$650,000	\$650,000 plus \$350,000 previously awarded (total \$1M award)
Larus Senior Housing <i>TWG/Imagine Housing</i>	Kenmore	175	\$3,900,000	\$250,000
The Aventure <i>Low Income Housing Institute</i>	Bellevue	66	\$1,500,000	\$600,000
Emma McRedmond Manor <i>Catholic Housing Services</i>	Redmond	32	\$2,150,000	\$500,000 plus \$600,000 additional City of Redmond investment (total \$1.1M award)
Overlake TOD <i>Bellwether Housing</i>	Redmond	333	\$3,500,000	\$2,000,000 plus \$1,500,000 additional City of Redmond investment (total \$3.5M award)
Totem Six-Plex <i>Attain Housing</i>	Kirkland	6	\$750,000	\$0
Scattered Sites <i>Alpha Supportive Living</i>	Scattered	7	\$400,000	\$0
Total		853	\$12,850,000	\$6,100,000 (including \$4M plus \$2.1M additional City of Redmond funds)

This memo provides a summary of the applications, the Executive Board recommendations and rationales, and proposed contract conditions for the **five** proposals recommended for funding at this time. Also enclosed is an economic summary of the projects recommended for funding.

Attachments:

1. Proposed Funding Sources
2. Project Economic Summaries

Note that bolded text in proposed conditions shows unique conditions in otherwise standard text.

1. BRIDGE Housing – Spring District TOD

2023 Funding Request:	\$650,000 (Contingent Loan) 234 Affordable Units
2022 Executive Board Recommendation:	\$350,0000 (Contingent loan)
2023 Executive Board Recommendation:	\$650,0000 (Contingent loan)
Total Award:	\$1,000,000 (Contingent loan)

Project Summary:

The proposed project includes two buildings as part of a larger Master Development on Sound Transit and City of Bellevue owned surplus property in the Spring District. BRIDGE proposes to develop Building 2 (7-story) and Building 6 (6-story) for a total of 234 units and 83 parking spaces (0.35 stalls per unit). Both buildings will be built with Type III construction over Type I concrete construction. The proposed unit mix consists of 86 studios, 75 one-bedroom units, 25 two-bedroom units, and 48 three-bedroom units. In October 2020, Sound Transit (ST) selected a development team led by BRIDGE to master plan and develop a 6.88-acre Sound Transit-owned site in the Spring District of Bellevue, Washington. Essex Residential Trust was the market-rate residential partner and Touchstone was the office partner. Although BRIDGE was successful in securing funding from Amazon, City of Bellevue, A Regional Coalition for Housing (ARCH), and King County for the affordable housing project, the market-rate projects were highly distressed coinciding with a global pandemic, unprecedented construction cost inflation, and a fundamental change in office demand. In December 2022, Essex exited the partnership citing increasing construction and financing costs. On June 2023, after extensive negotiations with Sound Transit and the City of Bellevue, Touchstone and BRIDGE agreed to dissolve the partnership and each developer will independently entitle, finance, and develop their own projects. On August 2023, BRIDGE submitted a revised pre-application to the City of Bellevue. As an independent project with no market-rate involvement, BRIDGE can develop on an accelerated timeline. Should funding be fully committed by public sources during this funding round, BRIDGE can commence construction by November 2024.

BRIDGE applied to HTF for capital funding in the fall of 2022 and was recommended to receive \$350,000 and reapply in 2023 for additional capital funding. BRIDGE's request in this application is for an additional \$650,000 in capital for a total request of \$1,000,000. The Committee is proposing to fund the full amount of the 2023 funding request.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- Funding this year's request for additional capital demonstrates continued commitment from ARCH to this priority project that has nearly secured all other sources of leverage.
- The project advances key objectives in the City of Bellevue Affordable Housing Strategy, providing a large amount of low and moderate-income affordable housing units in a strategic location close to jobs and transportation.

- This project leverages significant investments from public and private funding sources, including King County TOD funds which are specifically set aside for the Bel-Red corridor and Amazon housing equity funds structured as a grant and a below market loan product.
- The project takes advantage of surplus public property provided at no cost by Sound Transit and the City and helps deliver additional City goals for development of retail and office.

Proposed Conditions (will supersede conditions from previous award):

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by the Agency towards **soft costs and construction**. Funds may not be used for any other purpose unless ARCH staff has been given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. ARCH funds not expended prior to permanent loan conversion will be de-obligated.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Agency shall provide final operating proforma and cashflow waterfall for ARCH staff review. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of the Amazon loan on or before year 20 and deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, and approximately 40 units reserved for persons with

disabilities. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project or adjusting the number of and unit type for manager units).

Affordability	Studio	1 BR	2 BR	3 BR	Total Units
30%	2	4	1	1	8
50%	24	19	7	14	64
60%	60	52	16	32	160
Total Low-Income Units	86	75	24	47	232
CAUs / Managers	-	-	1	1	2
Total Units	86	75	25	48	234

6. Agency must submit for ARCH staff approval a management and services plan which includes coordination of services with outside providers for special populations and a statement of resident transportation options.
7. Agency shall submit applications to other potential sources of funding, at a minimum including to the State Housing Trust Fund for any available I/DD or other State funding that the project is eligible for.
8. On a monthly basis, Agency shall provide ARCH with updates on the following:
 - a. Status of management and services plan including service partnerships and development on formal MOUs and operating agreements.
 - b. Status update on negotiations with development partners.
 - c. Status update on other financing and financing partnerships negotiations.
 - d. Status update on entitlement and permitting progress.
9. Agency shall complete and submit the following deliverables by the dates indicated. Agency may request an extension of individual deadlines, and such extensions shall be considered based on reasonable justification and Agency's continuing efforts to make substantial progress toward each milestone.:
 - a. January 31, 2024 – Revised term sheet for property acquisition and development approved by Sound Transit
 - b. January 31, 2024 – Draft Management and Services Plan
 - c. May 31, 2024 – Final operating or other agreement with services provider(s)
 - d. June 30, 2024 – Final Purchase and Sale Agreement .
 - e. Prior to closing- Provide a draft Affirmative Marketing Plan
 - f. 6 months prior to anticipate C of O- Provide a final Affirmative Marketing Plan

2. TWG and Imagine Housing – Larus Senior Housing

Funding Request: \$3,900,000 (Contingent Loan)
175 Affordable Units (including 1 manager unit)

Executive Board Recommendation: \$250,000 (Contingent Loan)

Project Summary:

The proposed Larus Senior Apartments is a transit-oriented senior housing development to be developed by TWG Housing in partnership with Imagine Housing. The development team elected to proceed with the same model for Larus as their previous partnership, Ardea at Totem Lake, by serving seniors and inviting Imagine Housing to be the non-profit development partner and service provider.

The project will consist of 175 units of affordable housing with a mix of studios and 1-bedroom units with affordability levels at 40% AMI, 50% AMI, and 60% AMI. Located within ¼ mile from the Kenmore Park & Ride and future Sound Transit BRT station, the project will aim to take advantage of future transportation options for its residents. In addition to its close proximity to the Kenmore transit hub, Larus Senior Apartments benefits from local groceries, shopping, and services within ¼ mile walking distance.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The project is strategically located near a future transit facility and close to amenities and services.
- The project advances the City's affordable housing priorities by providing much needed low-income housing for seniors in the area.
- This project leverages significant investments from public and private funding sources, including King County TOD funds and Amazon Housing Equity funds.
- The project is taking advantage of the Washington State Housing Finance Commission's Land Acquisition Program, which is a long-term, patient capital program. As such the project will be able to take the time needed to assembling full financing for the development.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **thirty-six (36) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must

demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

2. Funds shall be used by the Agency towards **acquisition, construction, soft costs, financing, capitalized reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for seniors for at least 55 years, with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1 BR	Total Units
40%	10	-	10
50%	67	46	113
60%	28	24	52
Total	105	70	175

6. The final loan amount shall be up to \$250,000, subject to approval by ARCH staff based on a documented funding gap. ARCH reserves the right to reduce its total loan amount based on changes to the project sources and uses, and unit mix.
7. Agency shall provide ARCH with quarterly updates on status of MOUs with partners and other funding sources.

- 8. Agency shall provide a sustainability plan which details eco-friendly materials, transportation options and partnerships which would benefit the project's eco-sustainability, such as EV stations.**

3. LIHI – The Aventine

Funding Request: \$1,500,00 (Contingent Loan)
66 Affordable Units

Executive Board Recommendation: \$600,000 (Contingent Loan)

Project Summary:

The Aventine is an existing 5-story, 68-unit apartment community with 69 underground parking spaces located in downtown Bellevue. Currently over half the residents are low-income (below 80% AMI). LIHI is proposing to purchase the Aventine to preserve and make all the housing units affordable for households at 30%, 50% and 80% of area median income. The project intends to house low wage workers, disabled households, and households exiting homelessness. A total of 10 units will be set aside for households with members that have physical disabilities. The building is ADA accessible and additional units will be made accessible if needed. LIHI is proposing 22 of the 66 units be for households exiting homelessness (33% of the total units in the property), including families and veterans exiting homelessness.

The current owners, who previously obtained funding through Microsoft's affordable housing initiative and maintained a set-aside of units at 80% AMI, put the property on the market for sale in 2023 and five for-profit developers submitted bids to convert it to market rate housing, losing the existing affordable units. Fortunately, LIHI was selected as the buyer and has signed a PSA with the seller. Funding from the City of Bellevue and ARCH will allow for the long-term preservation of affordable housing in downtown Bellevue and avoid the displacement of the existing residents.

LIHI's planned acquisition and rehabilitation includes the conversion of two rental units into a case manager's offices to provide on-site service to residents leaving 66 affordable rental units. Additionally, minor refreshing of the building interiors will be completed.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The application proposes housing that meets the City of Bellevue's priorities for its Housing Stability Program Funding; providing housing for households earning below 30% of median income, addressing and prevent homelessness and housing instability, and focusing on underserved, vulnerable residents in Bellevue (e.g., homeless families with children and other eligible populations).
- The property provides 22 units for households exiting homelessness, including both two-bedroom units for families. Further, the proposed project will have 10 units set-aside for veterans and an additional 10 for people with physical disabilities.

- Funding an acquisition brings affordable units online and into the Bellevue portfolio much more quickly than funding new construction. Conservatively, the Aventine will bring affordable units online 18-24 months sooner than a similar new construction.
- The acquisition of the property will mitigate displacement of existing renters who are living in units previously advertised as affordable, workforce units.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

Funds shall be used by the Agency towards **acquisition, construction, soft costs, financing, capitalized reserves and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of furnishings, fixtures, and equipment, rehab, remediation and construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. Funds not expended at the end of the construction period will be de-obligated.

2. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
3. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.

4. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, including approximately **22 units for households exiting homelessness**. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1 BR	2 BR	Total Units
30%	5	5	2	12
50%	10	10	-	20
60%	15	4	-	19
80%	9	6	-	15
Total	39	25	2	66

5. Agency must submit for ARCH staff approval a management, affirmative marketing, and services plans.
6. On a monthly basis, Agency shall provide ARCH with updates on the following:
- Status of management and services plan including service partnerships and development on formal MOUs and operating agreements.
 - Status update on other financing and financing partnerships negotiations.
 - Agency will provide a Capital Needs Assessment (CNA) for staff review and approval.

4. Catholic Housing Services (CHS) – Emma McRedmond Manor

Funding Request:	\$2,150,000 (Contingent Loan) 32 Affordable Units (including 1 manager unit)
Executive Board Recommendation:	\$500,000 (Contingent Loan)
Additional City Investment	
via ARCH Housing Trust Fund:	\$600,000 (Contingent Loan)
Total Award:	\$1,100,000 (Contingent Loan)

Project Summary:

Emma McRedmond Manor is an existing three-story senior housing project with 32 apartments located in downtown Redmond. Built in 1988, the building is nearly 35 years old and has yet to be substantially rehabilitated, other than re-cladding and window replacement performed in 2010. CHS is proposing a substantial renovation to improve the building's energy efficiency and extend the remaining useful life of the structure by approximately 20 years. The scope of work consists of upgrades to the building exterior, building systems (plumbing and mechanical), common areas, units, and landscaping/site work. In addition, the project will convert one manager's unit to an affordable unit, resulting in 32 1BR units affordable at 50% AMI, of which 31 will receive Section 8 Project-Based Rental Assistance through July 2032. The proposal includes financing under the HUD 221 program (Mortgage Insurance for Rental or

Cooperative Housing). The program provides insurance on mortgages that support new construction or substantial rehabilitation of multifamily rental or cooperative housing for moderate-income families, elderly households, and disabled households.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The project preserves much-needed housing for low-income seniors and persons with disabilities in a very desirable, amenity-rich area of East King County.
- The project preserves valuable ongoing HUD support in the form of grant funding for the Resident Services Coordinator and Section 8 Project-Based Rental Assistance.
- The project is permit ready and has a HUD Section 221(d)(4) loan already committed, with additional funds leveraged from King County.
- The City of Redmond has indicated its willingness to allocate \$600,000 in funding that will help close the project's funding gap.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
3. Funds shall be used by the Agency towards **acquisition, construction, soft costs, financing, capitalized reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff provides written authorization for the alternate use. Spending of furnishings, fixtures, and equipment, rehab, remediation, and construction contingency must be approved in advance by ARCH. If - after the completion of the project - there are budget line

items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. Funds not expended at the end of the construction period will be de-obligated.

4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for seniors for at least 55 years, with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by ARCH staff

Affordability	1BR	Total
50%	32	32
Total	32	32

6. **Agency must submit for ARCH staff approval of management, affirmative marketing, and services plans.**
7. **Agency shall submit updates to ARCH regarding other potential funders, including HUD and King County.**
8. **Agency shall provide an updated Project Architectural and Cost Analysis Report and updated development budget, both of which are HUD approved, prior to commencement of construction.**

5. Bellwether Housing – Overlake TOD

Funding Request:	\$3,500,000 (Contingent Loan) 333 Affordable Units (including 3 manager units)
Executive Board Recommendation:	\$2,000,000 (Contingent Loan)
Additional City Investment	
via ARCH Housing Trust Fund:	\$1,500,000 (Contingent Loan)
Total Award:	\$3,500,000 (Contingent Loan)

Project Summary:

Bellwether Overlake Apartments is located in the Overlake Village neighborhood of Redmond directly across from the future Overlake Village light rail station. The project will provide 333 homes for low- to moderate-income households (30-80% AMI), including set-asides and services specific to people living with physical, intellectual and developmental disabilities (IDD), and much-needed two- and three-

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bedroom family-sized units, achieving an average of 50% AMI across the site. The project is located on Sound Transit surplus property.

In collaboration with a coalition of nonprofit partners and the City of Redmond, the ground floor commercial spaces will incorporate small business incubation, non-profit organizational support, culturally informed community services, and services provided by the City of Redmond. An adjacent open space parcel will complement the ground floor uses and potentially consist of a food truck corral, food garden, cultural night markets. Programming of the adjacent open space will be provided by the community partners in the project for the benefit of the community.

Services for the project residents will be provided primarily by Hopelink, a service provider who has served homeless and low-income families, children, seniors, and people with disabilities on the Eastside since 1971. In addition, SAILS Washington, a DDA-contracted service provider, will provide supported living services for the project's ten IDD residents.

The project will be financed with a combination of public and private financing sources, including but not limited to 4% Low Income Housing Tax Credits, Amazon Housing Equity Fund, Evergreen Impact Housing Fund, senior private lender loan, ARCH funds, King County TOD fund, and the State Housing Trust Fund.

Funding Rationale:

The Executive Board recommends funding this application for the following reasons:

- Funding this year's request for additional capital demonstrates continued commitment from ARCH to this priority project and will allow the project to secure other sources of leverage.
- The project advances key objectives in the City of Redmond Affordable Housing Strategy, providing a large amount of low and moderate-income affordable housing units in a strategic location close to jobs and transportation.
- This project leverages significant investments from public and private funding sources, including King County TOD funds which are specifically set aside for the Overlake TOD and Amazon housing equity funds structured as a grant and a below market loan product.
- The project takes advantage of surplus public property provided at no cost by Sound Transit and the City and helps deliver additional City goals for development of retail and office.
- The project will provide a significant number of units affordable to very low-, low- and moderate-income households, as well as IDD units, within a high-opportunity area near good jobs, various transportation options, and other public and private amenities.
- The project is a priority for the City of Redmond, which has indicated a willingness to invest additional funding to move the project forward.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twenty-four (24) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be

requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

2. Funds shall be used by the Agency towards **construction, soft costs, financing, capitalized reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of furnishings, fixtures, and equipment, rehab, remediation, and construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. If funds are not expended at the end of the construction period, will be de-obligated.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer a payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
7. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, including approximately **ten units set-aside for people with disabilities**. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1 BR	2 BR	3 BR	Total
30%	25	15	10	5	55
50%	30	130	48	33	241
80%	5	8	11	13	37
Total	60	153	69	51	333

5. Agency must submit for ARCH staff approval a management, affirmative marketing, and services plan.

- 6. On a monthly basis, Agency shall provide ARCH with updates on the following:**
- a. Status of management and services plan including service partnerships and development on formal MOUs and operating agreements.**
 - b. Status update on other financing and financing partnerships negotiations.**
 - c. Updates on commercial leases and partnerships with commercial tenants including operating budgets and development budgets including tenant's prorate share of costs and expenses within the overall budget.**

6. Attain Housing – Totem Six Plex

Funding Request: \$750,000 (Secured Grant)
6 Affordable Units

Executive Board Recommendation: \$0

Project Summary:

The proposed project is the new construction of a three-story structure with six two-bedroom units of transitional housing for homeless families earning up to 30% of area median income (AMI). The property currently contains an existing four-plex building owned and managed by Attain Housing. Attain also manages the four plex on the lot next to the proposed construction site. The proposed new building will sit on what is currently a lawn between the two four plex buildings. The project represents an expansion of existing programs operated by Attain, with overall capacity growing from 8 to 14 units across the three buildings.

Funding Rationale:

The Executive Board supports the concept of the Attain Housing proposal but does not recommend funding at this time. The Executive Board would welcome an application in a future round so that Attain Housing can address the issues identified below:

- ARCH awarded funds for technical assistance in the previous funding round to assist with a variety of tasks. These funds have not yet been utilized and the application submitted in 2023 was unchanged from the previous year. Prior to a new application, Attain is encouraged to address the following:
 - Secure project management capacity, including recommended engagement of a development consultant who will assist with the financing and project management of the project through construction completion.
 - Further develop building design, permitting, siting and parking in conformance with zoning requirements.
 - Pursue and obtain funding commitments of other public funding sources and make progress on the needed capital campaign.
 - Further development of development budgets and operating budgets based on current construction market and industry conditions.

- Development of a project schedule consistent with the proposed funding and local permitting requirements.
- Further evaluate the long-term strategy for funding supportive services for transitional housing.

7. Inclusion Housing – Scattered Sites

Funding Request: \$400,000 (Secured Grant)
7 Affordable Beds

Executive Board Recommendation: \$0

Project Summary:

The proposed project will serve individuals with Intellectual and Developmental Disabilities (IDD) in King County where there is a large demand for Supported Living services and affordable, stable housing. The acquisition includes the purchase of a total of six homes. ARCH's funding, (in conjunction with State and other local sources) will only be used for the Alpha SLS South Branch and the Children's IHS Homes, described below. Inclusion is proposing the purchase of the other four homes utilizing other local and State sources of funding.

The Alpha SLS South Branch is proposed to be a 3-bedroom home located in around the Kirkland/Redmond area that will serve three adults with developmental disabilities receiving Supported Living services from Alpha. The Children's IHS Home is proposed to be a 4-bedroom home located around the Bothell/Kenmore/Woodinville area that will serve children with developmental disabilities between the age of 11 and 20. Alpha will provide residential services through the DDA Intensive Habilitation Services program. The fourth bedroom must be used as an agency office to provide the required in-home oversight.

Funding Rationale:

The Executive Board supports the intent of the Inclusion Housing proposal but does not recommend funding at this time for the reasons described below:

- In 2023, the ARCH Trust Fund is significantly oversubscribed and CAB was not able to meet the needs of all the requests. It is anticipated that the State will be able to provide additional funding to this project to help fill its funding gap and proceed without ARCH funding.

Standard Conditions: (will apply to all projects)

1. Agency shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by ARCH staff. If the Agency is unable to adhere to the budgets, ARCH must be immediately notified and (a) new budget(s) shall be submitted by the Agency for ARCH's approval. ARCH shall not unreasonably withhold its approval to (a) revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Agency. Failure to adhere to the budgets, either original or as amended may result in withdrawal of ARCH's commitment of funds.
2. Agency shall submit evidence of funding commitments from all proposed sources. In the event commitment of funds identified in the application cannot be secured in the timeframe identified in the application, the Agency shall immediately notify ARCH, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to ARCH review and approval.
3. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to the following: contractor solicitation, bidding, and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to refinance acquisition costs.
4. Agency shall maintain documentation of any necessary land use approvals and permits required by the city in which the project is located.
5. Agency shall submit quarterly monitoring reports through completion of the project, and annually thereafter, and shall submit a final budget upon project completion. If applicable, Agency shall submit initial tenant information as required by ARCH.
6. Agency shall maintain the project in good and habitable condition for the duration of the period of affordability. Changes to the unit and affordability mix can are subject to change with Staff approval.
7. ARCH, through its Administrative Agency, may negotiate, approve, execute, and record amendments or releases of any ARCH loan documents as may be needed for the project; provided the project still provides the anticipated affordable housing and there is sufficient collateral to secure the members' financial investment, all as determined by ARCH staff.

Attachment 1: Proposed Funding Sources

PROJECTS RECOMMENDED FOR 2023 FUNDING

	Spring District			Emma McRedmond		2023 Recommended
	TOD	Larus	Aventine	Manor	Overlake TOD	Funds
Bellevue	224,100	86,200	206,900	172,300	689,700	1,379,200
Bothell	23,700	9,100	21,900	18,200	72,900	145,800
Clyde Hill	3,500	1,400	3,300	2,700	10,900	21,800
Hunts Point	1,500	600	1,300	1,100	4,500	9,000
Issaquah	80,800	31,100	74,500	62,100	248,500	497,000
Kenmore	3,600	1,400	3,400	2,800	11,200	22,400
Kirkland	97,900	37,600	90,300	75,300	301,100	602,200
Medina	4,100	1,600	3,800	3,200	12,600	25,300
Mercer Island	7,900	3,000	7,300	6,100	24,300	48,600
Newcastle	3,100	1,200	2,900	2,400	9,600	19,200
Redmond	155,200	59,700	143,300	119,400	477,600	955,200
Sammamish	21,800	8,400	20,100	16,800	67,100	134,200
Woodinville	21,400	8,200	19,700	16,500	65,800	131,600
Yarrow Point	1,400	500	1,300	1,100	4,200	8,500
Local Funds	650,000	250,000	600,000	500,000	2,000,000	4,000,000
Redmond Add'l				600,000	1,500,000	2,100,000
2023 ARCH Awards	650,000	250,000	600,000	1,100,000	3,500,000	6,100,000
Prior 2022 Award	350,000					350,000
Award Totals	1,000,000	250,000	600,000	1,100,000	3,500,000	6,450,000

Attachment 2: Project Economic Summaries

Applicant: BRIDGE Housing
Project Name: Spring District TOD
Location: 1601 120th Avenue NE, Bellevue, WA
Project Description: New construction of Buildings 2 and 6, which consist of 235 permanently affordable units at 30%-60% AMI.

Project Sources	Amount	Status
Low Income Housing Tax Credits (4%)	\$62,318,118	Proposed
Amazon Housing Equity Fund - Loan	\$22,100,000	Committed
Amazon Housing Equity Fund - Grant	\$3,750,000	Committed
City of Bellevue	\$6,500,000	Proposed
ARCH	\$1,000,000	Proposed
King County TOD	\$10,000,000	Proposed
State Dept. of Commerce HTF	\$8,000,000	Proposed
BRIDGE General Partner Equity	\$6,792,535	Committed
Deferred Developer Fee	\$1,750,000	Committed
Perm Loan	\$16,215,207	Proposed
Total Sources	\$138,425,860	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$70,000	\$298	\$0.31
Construction	\$97,012,064	\$412,817	\$432.68
Soft Costs	\$18,806,285	\$80,027	\$83.88
Pre-Development / Bridge Financing	\$26,958	\$115	\$0.12
Construction Financing	\$11,223,605	\$47,760	\$50.06
Permanent Financing	\$805,615	\$3,428	\$3.59
Capitalized Reserves	\$1,053,598	\$4,483	\$4.70
Other Development Costs	\$9,267,735	\$39,437	\$41.34
Bond Related Costs	\$160,000	\$681	\$0.71
Total Uses	\$138,425,860	\$589,046	\$617.39

Applicant: TWG and Imagine Housing
Project Name: Larus Senior Housing
Location: 7520 NE Bothell Way, Kenmore, WA
Project Description: 175 units of affordable housing for seniors (62+) at 40%, 50% and 60% AMI

Project Sources	Amount	Status
ARCH	\$3,900,000	Proposed
King County TOD	\$4,980,000	Proposed
Amazon Housing Equity Fund	\$15,200,000	Proposed
Deferred Developer Fee	\$3,829,635	Proposed
Federal Energy Equity	\$153,000	Proposed
Low Income Housing Tax Credits (4%)	\$21,872,953	Proposed
Perm Loan	\$16,350,000	Proposed
City/CHIP	550,000	Proposed
Total Sources	\$66,835,588	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs:	\$4,506,827	\$25,753	\$35.47
Construction:	\$46,583,103	\$266,189	\$366.60
Soft Costs:	\$8,980,017	\$51,314	\$70.67
Pre-Development / Bridge Financing	\$539,128	\$3,081	\$4.24
Construction Financing	\$3,335,814	\$19,062	\$26.25
Permanent Financing	\$375,379	\$2,145	\$2.95
Capitalized Reserves	\$765,750	\$4,376	\$6.03
Other Development Costs	\$1,366,444	\$7,808	\$10.75
Bond Related Costs	\$383,126	\$2,189	\$3.02
Total Uses	\$66,835,588	\$381,918	\$525.98

Applicant: Low Income Housing Institute (LIHI)
Project Name: The Aventine
Location: 211 112th Ave NE, Bellevue WA
Project Description: Renovation and acquisition of an existing 5-story, 68-unit apartment community for the preservation of housing for households at 30%, 50% and 80% AMI

Project Sources	Amount	Status
City of Bellevue	\$8,500,000	Proposed
ARCH	\$1,500,000	Proposed
State HTF	\$5,000,000	Proposed
King County	\$5,000,000	Proposed
WSHFC 501(C)3	\$13,000,000	Proposed
Total Sources	\$33,000,000	

Project Uses	Amount	Per Bed	Per SF
Acquisition Costs	\$29,300,000	\$430,882	\$751.09
Construction	\$1,220,400	\$17,947	\$31.28
Soft Costs	\$915,800	\$13,468	\$23.48
Pre-Development / Bridge Financing	\$750,000	\$11,029	\$19.23
Permanent Financing	\$150,000	\$2,206	\$3.85
Capitalized Reserves	\$273,800	\$4,026	\$7.02
Other Development Costs	\$390,000	\$5,735	\$10.00
Total Uses	\$33,000,000	\$485,294	\$845.94

Applicant: Catholic Housing Services of Western Washington (CHS)
Project Name: Emma McRedmond Manor
Location: 7960 169th Ave NE, Redmond, WA 98052
Project Description: Rehabilitation of an existing three-story senior housing project with 32 apartments for seniors up to 50% AMI.

Project Sources	Amount	Status
HUD	\$6,288,200	Proposed
ARCH HTF	\$1,100,000	Proposed
Sponsor (existing reserves)	\$306,738	Proposed
King County	\$1,150,000	Proposed
Deferred Developer Fee	\$250,000	Committed
Total Sources	\$9,094,938	

Project Uses	Amount	Per Home	Per SF
Acquisition Costs	\$667,507	\$20,860	\$16.28
Construction	\$7,146,312	\$223,322	\$174.29
Soft Costs	\$441,850	\$13,808	\$10.78
Construction Financing	\$272,489	\$8,515	\$6.65
Permanent Financing	\$253,644	\$7,926	\$6.19
Capitalized Reserves	\$64,000	\$2,000	\$1.56
Other Development Costs	\$249,136	\$7,786	\$3.41
Total Uses	\$9,094,938	\$284,217	\$219.26

Applicant: Bellwether
Project Name: Overlake TOD
Location: 15218 NE Shen Street, Redmond, WA
Project Description: New construction of 333 homes for low- to moderate-income households (30-80% AMI), including set-asides and services specific to people living with physical, intellectual and developmental disabilities (IDD).

Residential Project Sources	Amount Total	Amount per Unit
4% LIHTC Equity	\$ 67,588,520	\$2,048,137
Senior Private Lender Loan	\$ 21,000,000	\$636,364
Amazon Housing Equity Fund	\$ 36,630,000	\$1,110,000
Evergreen Impact Housing Fund	\$ 13,458,054	\$407,820
Developer Fee Note	\$ 2,500,000	\$75,758
King County TOD Fund	\$ 5,000,000	\$151,515
WA State HTF	\$ 5,000,000	\$151,515
ARCH HTF	\$ 3,500,000	\$106,061
IDD HTF	\$ 2,900,000	\$87,879
Bellwether Sponsor Note	\$ 3,968,062	\$120,244
Total Sources	\$ 161,544,636	\$4,895,292

Commercial Project Sources	Amount Total	Amount per SF
Senior Private Lender Loan (taxable)	\$ 4,015,146	\$101
Microsoft Grant	\$ 1,000,000	\$25
The City of Redmond	\$ 509,597	\$13
Bellwether Sponsor Note	\$ 31,938	\$1
Total Sources	\$ 5,556,681	\$139

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$340,000	\$1,021	\$1.00
Construction	\$128,667,759	\$386,390	\$379.81
Soft Costs	\$ 14,768,733	\$44,351	\$43.60
Pre-Development / Bridge Financing	\$300,000	\$901	\$0.89
Financing and Bond Related Costs	\$18,204,709	\$54,669	\$53.74
Other Development Costs	\$4,820,116	\$14,475	\$14.23
Total Development Costs	\$167,101,317	\$501,806	\$493.26



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6412
February 20, 2024
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6412: Luther Burbank Park Aquatic Lands Lease and Stormwater Outfall Easement	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Authorize the City Manager to execute two property agreements with the Washington State Department of Natural Resources for Luther Burbank Park: a revised Aquatic Lands Lease and an Outfall Easement.	

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations Paul West, Senior CIP Project Manager
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Map of Luther Burbank Aquatic Lands Ownership 2. Aquatic Lands Lease 20-B09917 for Luther Burbank Park 3. Aquatic Lands Outfall Easement 51-106374 for Luther Burbank Park 4. Map of Stormwater Outfalls in Luther Burbank Leased Aquatic Lands
CITY COUNCIL PRIORITY:	2. Sustain and enhance our natural environment, especially parks and open spaces, to benefit this generation and others that follow.

AMOUNT OF EXPENDITURE	\$1,870
AMOUNT BUDGETED	\$223,211
APPROPRIATION REQUIRED	\$0

EXECUTIVE SUMMARY

The purpose of this agenda bill is to approve a revised Aquatic Lands Lease and a Stormwater Outfall Easement with the Washington State Department of Natural Resources for Luther Burbank Park and authorize the City Manager to execute and administer the lease agreement and easement.

- Luther Burbank Park is comprised of land that is owned by the City and land that is owned by Washington State Department of Natural Resources (DNR). See Exhibit 1.
- The City leases the DNR-owned land to provide public access to the shoreline. This is a no-cost lease, except for a small portion of the lease area that encompasses the Boiler Building, a non-water dependent use of the shorelands.
- The current lease is effective from 2016 to 2046.
- The City has grant agreements with Washington State for anticipated capital work at this site that require a minimum land tenure of 25 years from project completion. The current lease does not provide sufficient tenure to meet that requirement.

- In 2023, DNR offered the City a new 30-year lease to meet the grant requirement. City Council approved the new lease agreement on October 17, 2023 ([AB6352](#)).
- After City Council's approval, DNR informed the City that new Washington State policy required the separation of stormwater outfalls from the lease agreement. DNR provided a revised lease agreement (Exhibit 2) along with a new stormwater outfall easement (Exhibit 3).

BACKGROUND

The shorelands of Luther Burbank Park were first leased to King County by the Department of Natural Resources (DNR) in 1973 for a term of 30 years. The lease was to expire in 2003, the same year the City of Mercer Island acquired Luther Burbank Park from King County. To expedite the sale of the property, DNR granted an amendment to the lease to transfer tenancy to the City and extended the lease term for an additional ten years. That lease expired in 2013. DNR provided a letter extending the City's tenancy in the interim until the current lease could be negotiated. The current 30-year lease was executed in 2016.

The current lease from the Department of Natural Resources (DNR) for the Luther Burbank Park shorelands primarily concerns the second class shorelands adjacent to Government Lot 6, the eastern portion of the Luther Burbank Park waterfront (Exhibit 1). Additional information about the history and ownership of the shorelands for the three parcels that make up Luther Burbank Park is available in [AB 5144](#).

The Luther Burbank Dock and Waterfront Improvements Project (PA0122) includes grant funding through the Washington State Recreation and Conservation Office (RCO), which requires a minimum land tenure of 25 years from project completion. The current lease with DNR for the Luther Burbank shorelands does not provide sufficient tenure to meet that requirement. DNR has supported the RCO grant applications for the Luther Burbank Waterfront Improvements Project by offering a new 30-year lease to meet the grant requirement.

ISSUE/DISCUSSION

On October 17, 2023, City Council approved the new aquatic lands lease agreement that DNR offered ([AB6352](#)). In the process of drafting the agreement, DNR inadvertently overlooked a new DNR policy requiring it to permit stormwater outfalls separately from land leases. DNR subsequently provided a revised lease that removes the outfalls from the lease and provides a separate new stormwater outfall easement that complies with its new policy. The effective date and expiration date of the lease agreement have been revised to reflect the delayed execution of the agreements. The aquatic lands lease approved by the Council on October 17, 2023 was not executed by DNR.

The new agreements are beneficial to the City because they separate two property rights that have different functions and requirements. Stormwater outfalls have different habitat measures, construction requirements and insurance requirements than other in-water structures, such as docks. With this new arrangement, any future issues with the outfalls would not jeopardize the aquatic lands lease, and vice versa.

Three stormwater outfalls currently exist within the DNR lands adjacent to Luther Burbank Park (Exhibit 4). They are small and only drain runoff from within the park itself. The new easement agreement allows the City to operate, use, maintain, and repair these outfalls. Staff does not anticipate issues with the current outfalls. Any future renovation or replacement of these outfalls would require permitting through DNR.

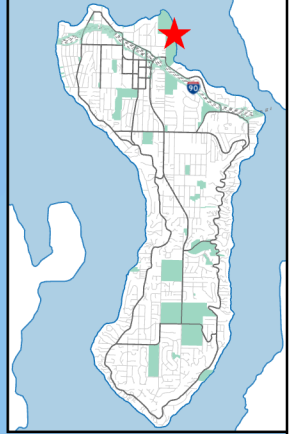
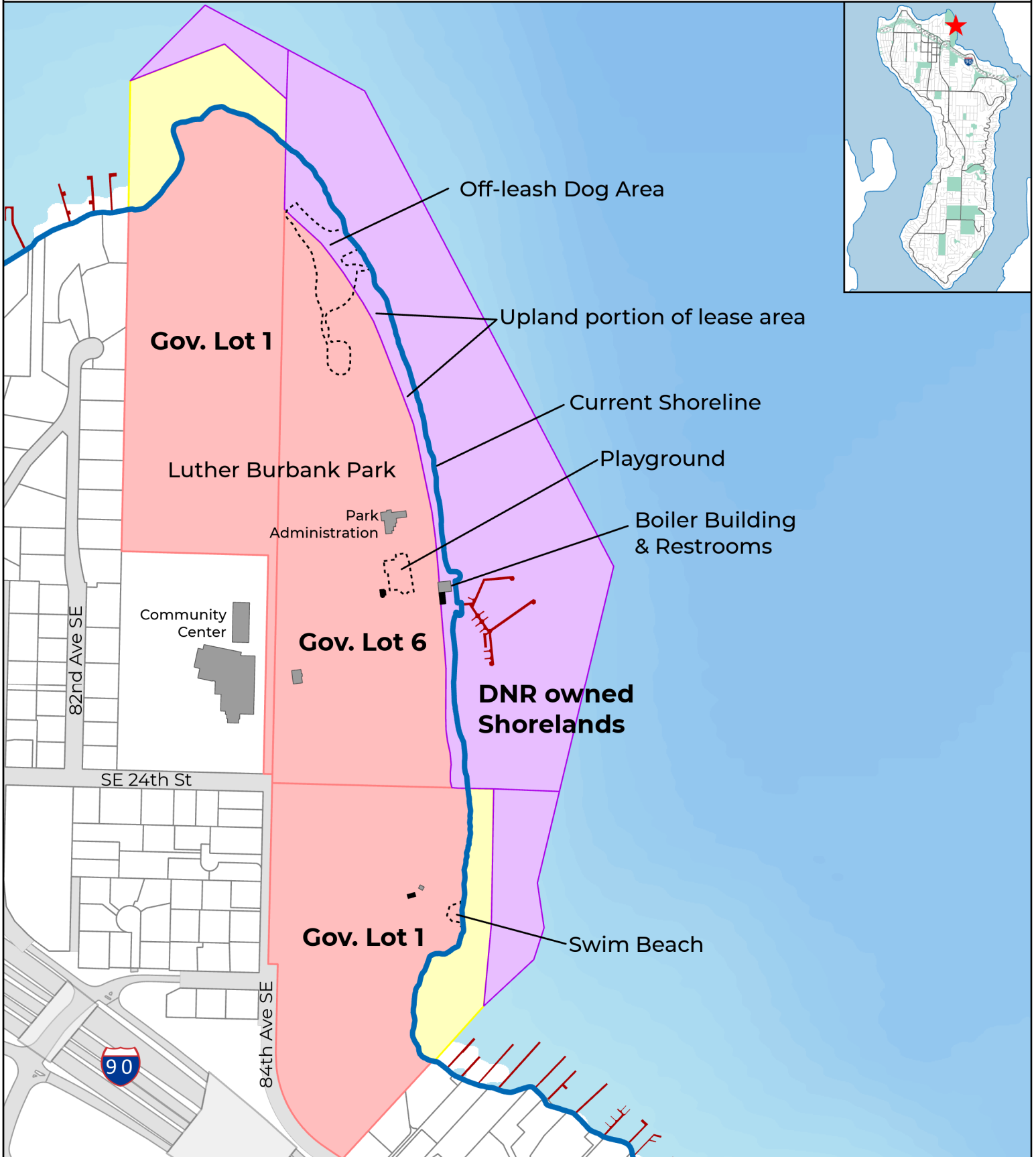
NEXT STEPS

Following City Council approval, the City Manager will execute the aquatic lands lease agreement and the outfall easement. The lease will be signed by the DNR supervisor and recorded by the City. A one-time administrative fee of \$1,870 for the outfall easement will be paid from the Luther Burbank Park Minor Capital project (PA0123).

RECOMMENDED ACTION

Authorize the City Manager to execute Aquatic Lands Lease 20-B09917 and Aquatic Lands Outfall Easement 51-106374 with the Washington State Department of Natural Resources for Luther Burbank Park substantially in the form as set forth in Exhibits 2 and 3, and any future technical non-substantive amendments required to administer the property agreements.

Luther Burbank Aquatic Lands Lease



OWNERSHIP:



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

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**

When recorded, return to:
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040-3732



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS LEASE

Lease No. 20-B09917

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Mercer Island
Legal Description: Sections 6 and 7, Township 24 North, Range 05 East, W.M.
Complete Legal Description on Page 36
Auditor Reference Number(s): 20160304000166
Assessor's Property Tax Parcel or Account Number: 062405HYDR and 07405HYDR
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: 0624059014 and 0724059054.

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and the CITY OF MERCER ISLAND a government agency ("Tenant").

BACKGROUND

Tenant desires to lease a portion of the aquatic lands commonly known as Lake Washington, which are shorelands and bedlands located in King County, Washington, from State, and State desires to lease the Property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter into this Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

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THEREFORE, the Parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined.

- (a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the “Property”).
- (b) This Lease is subject to all valid interests of third parties noted in the records of King County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Lease does not include a right to harvest, collect, or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

1.2 Survey and Property Descriptions.

- (a) Tenant warrants that the record of survey referenced in Exhibit A includes is a true and accurate description of the Property boundaries and the location of the Improvements existing on the Property. Tenant’s obligation to provide a true and accurate description of the Property boundaries and the location of the Improvements existing on the Property is a material term of this Lease.
- (b) Tenant’s use or occupancy of any state-owned aquatic lands outside the Property boundaries is a material breach of this Lease and State may seek remedies under Section 14 of this Lease in addition to any other remedies afforded by law or equity or otherwise.
- (c) Tenant shall submit an updated record of survey for State’s acceptance within one hundred eighty (180) days of the Commencement Date. Upon State’s written acceptance of the updated record of survey, the updated record of survey shall supersede the record of survey referenced in Exhibit A.
- (d) Tenant’s submission of the updated record of survey shall constitute a warranty that the updated record of survey is a true and accurate description of the Property boundaries and the as-built location of all Improvements on the Property. Tenant’s obligation to provide a true and accurate description of the Property boundaries and the as-built location of Improvements on the Property in the updated record of survey is a material term of this Lease.
- (e) At Tenant’s expense, and no later than thirty (30) days after receiving State’s written acceptance of the updated record of survey, Tenant shall record the updated record of survey in the County in which the Property is located. Tenant shall provide State

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with recording information, including the date of recordation and the file number, within fifteen (15) days after recording the updated record of survey.

- (f) Tenant warrants that the Property lies only in front of upland property owned or otherwise legally controlled by the Tenant.
- (g) Tenant shall hold harmless State and will not seek damages from State in the event a subsequent record of survey reveals an error in the legal description provided in Exhibit A.

1.3 Inspection. State makes no representation regarding the condition of the Property, Improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it "AS IS."

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for:

A public city park with access to Lake Washington, including a public restroom, fishing area, boat moorage, off lease dog area, recreational trails, and swimming beach (the "Permitted Use"), and for no other purpose.

Exhibit B includes additional details about the Permitted Use, the Property, and Improvements, and additional obligations on Tenant. The Permitted Use of this Lease shall not be changed or modified without the written consent of State, which shall be at State's sole discretion.

2.2 Restrictions on Permitted Use and Operations. The following limitations and requirements apply to the Property and adjacent state-owned aquatic land. Tenant's compliance with the following does not limit Tenant's liability under any other provision of this Lease or the law.

- (a) Tenant shall not cause or permit:
 - (1) Damage to land or natural resources,
 - (2) Waste, or
 - (3) Deposit of material, unless approved by State in writing. This prohibition includes, but is not limited to, deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.
- (b) Nothing in this Lease shall be interpreted as an authorization to dredge the Property.
- (c) Tenant shall not pressure wash or clean any equipment, machinery, or floating or fixed structures.
- (d) Tenant shall avoid damage caused by propeller wash from vessels.

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- (e) Tenant shall not allow moorage or anchorage of vessels in water shallower than seven (7) feet extreme low water, and shall not allow vessels to come in contact with underlying shorelands or bedlands (commonly referred to as “grounding out”) at any time.
- (f) If anchoring, Tenant shall use and shall require use of anchor lines with midline floats.
- (g) Tenant shall not construct new bulkheads or place new hard bank armoring.
- (h) Tenant shall not replace or expand the existing bank armoring.
- (i) Tenant shall not install fixed breakwaters.
- (j) Tenant shall not replace an existing public access overwater structure unless the footprint and height of the replacement is the same or smaller than the footprint of the existing public access overwater structure.

2.3 Conformance with Laws. Tenant shall keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant’s use or occupancy of the Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant’s occupancy of the Property.

2.5 Residential Uses Prohibited. Residential uses, as defined by WAC 332-30-106(62), are not permitted on the Property.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is Thirty (30) years, beginning on the 1st day of March 1, 2024 (the “Commencement Date”), and ending on the 28th day of February, 2054 (the “Termination Date”), unless terminated sooner under the terms of this Lease (the “Term”). Whenever the phrase “termination of this Lease” or “termination of the Lease” is used in this Lease, it shall refer to the ending, termination, cancellation, or expiration of the Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant or deny. Tenant must apply for a new lease at least one (1) year prior to the Termination Date.

3.3 End of Term.

- (a) **Removal of Improvements and Personal Property:** Prior to the termination of this Lease, Tenant shall remove Improvements and Personal Property in accordance with Section 7.
- (b) **Restoration of Property:**
 - (1) Prior to the termination of this Lease, Tenant shall restore the Property to its condition before the installation of any Improvements on the Property.

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- (2) This restoration is to be done at Tenant's expense and to the satisfaction of State. Restoration of the Property is considered to be Work, as described in Section 7 of the Lease. Tenant's plans for restoring the Property shall be submitted to State for prior approval in accordance with Section 7 of this Lease.
- (3) If Tenant fails to restore the condition of the Property as required by this Paragraph, State may take steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of State's remedy, including but not limited to the costs of removing and disposing of material deposited on the Property, lost revenue resulting from the condition of the Property, and administrative costs associated with State's remedy.
- (c) Vacation of Property: Upon the termination of this Lease, Tenant shall cease all operations on and use of the Property and surrender the Property to State.

3.4 Holdover.

- (a) If Tenant remains in possession of the Property after the Termination Date, and State has not notified Tenant that Tenant must vacate the Property, in the absence of a new lease agreement between State and Tenant, the following terms apply: Tenant's occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, except that either Party may terminate the tenancy on thirty (30) days' written notice. The month-to-month occupancy will not be an extension or renewal of the Term.
 - (1) The monthly rent during the month-to-month tenancy will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.
 - (2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.
- (b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe State all amounts due under RCW 79.02.300 or other applicable laws.

SECTION 4 RENT

4.1 Annual Rent.

- (a) The Annual Rent is based on the use classification of Tenant's Permitted Use of the Property and the square footage of each use classification, as set forth in Exhibit A.
- (b) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Four Thousand Five Hundred Twenty-Three Dollars and Sixty-One Cents (\$4,523.61), consisting of Four Thousand Five Hundred Twenty-Three Dollars and Sixty-One

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- Cents (\$4,523.61) related to the nonwater-dependent rent.
- (c) The annual rent, as it currently exists or as adjusted or modified (the “Annual Rent”), is due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter.
- (d) Public Use and Access. This Lease allows for free or reduced rent for areas that meet the requirements of RCW 79.105.230 and WAC 332-30-131. If Tenant’s use of these areas cease to meet the requirements for free or reduced rent in RCW 79.105.230 and WAC 332-30-131, State will charge Tenant water-dependent rent for using these areas.

4.2 Payment Place. Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Change in Use Classification. Neither the use classification, nor the square footage of a use classification, shall be changed without the prior written consent of State. If the use classification or the square footage of a use classification is changed, the Annual Rent shall be adjusted based on the revised use classification or square footage of each use classification.

4.4 Rent Adjustment Procedures.

- (a) Notice of Rent Adjustment. State shall provide notice of adjustments to the Annual Rent allowed under Paragraph 4.5(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Commencement Date.
- (b) Procedures on Failure to make Timely Adjustment. If State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

4.5 Rent Adjustments for Water-Dependent Uses.

- (a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.
- (b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.
- (c) Rent Cap. State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally

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until State implements the full amount of increase as determined by the statutory rent formula.

4.6 Rent Adjustments for Nonwater-Dependent Uses.

- (a) **Inflation Adjustment.** State shall adjust nonwater-dependent rent annually on the Commencement Date, except in those years in which State revalues the rent under Paragraph 4.5(b) below. Adjustment is based on the percentage rate of change in the previous fiscal year's Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, for the Seattle-Tacoma-Bellevue Metropolitan Statistical Area, All Urban Consumers, all items 1982-84 = 100. If publication of the Consumer Price Index is discontinued, State shall use a reliable governmental or other nonpartisan publication evaluating the information used in determining the Consumer Price Index.
- (b) **Revaluation of Rent.** At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the nonwater-dependent Annual Rent to reflect the then-current fair market rent.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the Improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.

5.4 Proof of Payment. If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.

5.5 Failure to Pay. If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay Rent. If Tenant fails to pay rent when due under this Lease, State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive full rent payment within ten (10) days of the date

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due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Rent and Other Sums Owed.

- (a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

6.6 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS, PERSONAL PROPERTY, AND WORK

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the land. Improvements include, but are not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.
- (b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property, adjacent state-owned aquatic lands, or Improvements or (2) diminishing the value or utility of the Property, adjacent state-owned aquatic lands or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by the State of

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Washington. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.

- (d) “Tenant-Owned Improvements” are Improvements authorized by State and (1) made by Tenant, (2) acquired by Tenant from the prior tenant, (3) made by subtenants on the Property, or (4) acquired by a subtenant from Tenant or a prior subtenant or tenant.
- (e) “Unauthorized Improvements” are Improvements made on the Property without State’s prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by State.
- (f) “Improvements Owned by Others” are Improvements owned by others (not including Tenant or a subtenant) with a right to occupy or use the Property.

7.2 Existing Improvements. On the Commencement Date, the following Tenant-Owned Improvements are located on the Property: A historic steam plant building (also known as the boiler building); public restrooms; waterfront plaza; fixed boat dock and supporting wood piling; fixed fishing pier and supporting wood piling; grated floating dock; grated steel gangway; bulkhead; recreational trails; and nine non-lateral information and regulatory buoys.

7.3 Construction, Major Repair, Modification, and Other Work.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements (collectively “Work”).
- (b) Except in an emergency, Tenant shall not conduct Work without State’s prior written consent. Tenant shall obtain State’s prior written consent as follows:
 - (1) Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications to State at least ninety (90) days before commencement of Work.
 - (2) State may deny consent if State determines that denial is in the best interest of the State of Washington or if the proposed Work does not comply with Paragraphs 7.4 and 11.3. State may impose additional conditions intended to protect and preserve the Property or adjacent state-owned aquatic lands.
 - (3) State will not approve plans to construct new Improvements or expand existing Improvements in or over habitats designated by State as important habitat, including, but not limited to: native aquatic vegetation, commercial geoduck tracts, forage fish spawning areas, and salmon critical habitat. Tenant shall confirm location of important habitat on Property, if any, with State before submitting plans and specifications in accordance with Paragraph 7.3.
- (c) Tenant shall immediately notify State of emergency Work. Upon State’s request, Tenant shall provide State with as-built plans and specifications of emergency Work.
- (d) Tenant shall not commence or authorize Work until Tenant or Tenant’s contractor

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has:

- (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Tenant or Tenant's contractor shall maintain the performance and payment bond until the costs of the Work, including all laborers and material persons, are paid in full.
- (2) Obtained all required permits.
- (e) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is for removal of Improvements at End of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.
- (f) Upon completing Work, Tenant shall promptly provide State with as-built plans and specifications. State may also require Tenant to obtain an updated record of survey showing the Property boundaries and the as-built location of all Improvements on the Property.
- (g) State shall not charge rent for authorized Improvements installed by Tenant on the Property during the Term, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for removal of Improvements as provided in Paragraph 7.5.

7.4 Standards for Work.

- (a) Applicability of Standards for Work.
 - (1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work commences when State approves plans and specifications.
 - (2) If Tenant commences Work five years or more after the Commencement Date, Tenant shall comply with State's current standards for Work.
 - (3) If Tenant commences Work five (5) or more years after the Commencement Date, Tenant shall ascertain State's current standards for Work as follows:
 - (i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with State's current standards for Work on state-owned aquatic lands.
 - (ii) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with State's current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work, provided Tenant submits plans and specifications for State's approval within two (2) years of Tenant's request for standards.
 - (iii) If State does not timely provide State's current standards upon Tenant's request, the standards for Work under Paragraph 7.4(b) apply to Tenant's Work provided Tenant submits plans and specifications as required by Paragraph 7.3 within two (2) years of

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- Tenant's request for State's current standards for Work.
- (iv) If Tenant fails to (1) make a request for State's current standards for Work or (2) timely submit plans and specifications to State after receiving State's current standards for Work, Tenant shall, at Tenant's sole expense, make changes in plans or Work necessary to conform to State's current standards for Work upon State's demand.
- (b) The following standards for Work apply to Work commenced in the five-year period following the Commencement Date:
- (1) Tenant shall not install skirting on any overwater structure.
 - (2) Tenant shall only conduct in-water Work during time periods authorized for such work under WAC 220-660-110, Authorized Work Times in Freshwater Areas, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW).
 - (3) Tenant shall not provide anchorage or moorage in water more shallow than seven (7) feet (2.1 meters).
 - (4) Tenant shall use embedded anchors and midline floats on all anchored structures and buoys.
 - (5) Tenant shall install grating on new floats, piers, wharves, fingers, docks, decks, fixed docks, and/or gangways as follows: For floats, fingers, and docks, Tenant shall install unobstructed grating on at least fifty percent (50%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space. For gangways, piers, wharves, decks, and fixed docks, Tenant shall install grating on one hundred percent (100%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.
 - (6) Tenant shall orient and shield lighting fixtures attached to overwater structures in a manner that minimizes the amount of light shining directly on the water, minimizes the amount of glare on the water, and minimizes the amount of light broadcasting into the night sky. Tenant shall implement the following measures to achieve this requirement:
 - (i) Tenant shall direct light to walkways, AND
 - (ii) Tenant shall use light shields which prevent light from being emitted upward and prevent glare on the water, AND
 - (iii) Tenant shall use fixtures that do not emit light upward,
 - (7) Tenant shall not allow new floating structures to come in contact with underlying bedlands (commonly referred to as "grounding out"). Tenant must either (1) locate all new floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to prevent grounding, keeping the bottom of the structure above the level of the substrate.

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7.5 Tenant-Owned Improvements.

- (a) Removal of Tenant-Owned Improvements upon termination.
 - (1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Lease unless State waives the requirement for removal.
 - (2) Tenant-Owned Improvements remaining on the Property after the termination of the Lease shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
 - (3) If Tenant-Owned Improvements remain on the Property after the termination of the Lease without State's consent, State may remove all Improvements and Tenant shall pay State's costs.
- (b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.
 - (1) State may waive removal of any Tenant-Owned Improvements whenever State determines that it is in the best interests of the State of Washington, and regardless of whether Tenant enters into a new Lease for the Property.
 - (2) If Tenant waives requirement to remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.
 - (3) If Tenant does not enter into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:
 - (i) Tenant shall submit its request to leave Tenant-Owned Improvements to State at least one (1) year before the Termination Date.
 - (ii) State, within ninety (90) days of receiving Tenant's request, will notify Tenant whether State consents to any Tenant-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.
- (c) Tenant's Obligations if State Waives Removal.
 - (1) For any Tenant-Owned Improvements that State has waived the requirement for removal, Tenant shall not remove such Tenant-Owned Improvements.
 - (2) For any Tenant-Owned Improvements that State has waived the requirement for removal, Tenant shall maintain such Tenant-Owned Improvements in accordance with this Lease until the termination of the Lease. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Tenant-Owned Improvements State has designated to remain.

7.6 Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) The placement of Unauthorized Improvements on the Property is a default of the Lease. State may require removal of any or all Unauthorized Improvements. If

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State requires removal of Unauthorized Improvements and if Tenant fails to remove the Unauthorized Improvements, State may remove the Unauthorized Improvements and Tenant shall pay for the cost of removal and disposal.

- (c) In addition to requiring removal of Unauthorized Improvements, State may charge Tenant a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.
- (d) If State consents to Unauthorized Improvements remaining on the Property, upon State's consent, the Unauthorized Improvements will be treated as Tenant-Owned Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Property, State may charge a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

7.7 Personal Property.

- (a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.
- (b) Tenant shall remove Personal Property from the Property by the termination of the Lease. Tenant is liable for damage to the Property and any Improvements that may result from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Property after the termination of the Lease.
 - (1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from Tenant to State. State shall pay the remainder, if any, to the Tenant. Tenant shall be liable for any costs of removing the Personal Property and conducting the sale that exceed the proceeds received by State.
 - (2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances;

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the utmost care required under RCW 70A.305.040(3)(a)(iii) of the Washington State Model Toxics Control Act.

- (d) “Tenant and affiliates” when used in this Section 8 means Tenant or Tenant’s subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant’s permission.
- (e) “Liabilities” as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys’ fees and disbursements), penalties, or judgments.

8.2 General Conditions.

- (a) Tenant’s obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Property; and
 - (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
 - (1) Tenant shall exercise the utmost care with respect to Hazardous Substances.
 - (2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Property or adjacent state-owned aquatic lands. Hazardous Substances may exist in, on, under, or above the Property or adjacent state-owned aquatic lands.
- (b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.
- (c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant’s obligations under this Lease and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

- (a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Tenant shall not undertake, or allow others to undertake by Tenant’s permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to Tenant’s Permitted Use or Tenant’s use or occupancy of the Property results in violation of law:
 - (1) Tenant shall submit to State any plans for remedying the violations, and

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- (2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination, if any.

- (a) Tenant and affiliates shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
 - (2) Result in human or environmental exposure to contaminated sediments, if any;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Tenant shall allow reasonable access to:
 - (1) Employees and authorized agents of the United States Environmental Protection Agency (EPA), the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
 - (3) Any lien or action arising from Hazardous Substances;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Property.
- (b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.
- (c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits; United States Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality

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Certifications; Shoreline Substantial Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

- (a) Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;
 - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.
- (b) Tenant shall fully indemnify, defend, and hold harmless State for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.
- (c) If Tenant fails to exercise care as described in Paragraph 8.2(b)(2), Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

8.8 Reservation of Rights.

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

- (a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) If a cleanup is eligible for the Washington State Department of Ecology's Voluntary Cleanup Program, Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources' approval of

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final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with such Tests, provided State gave Tenant thirty (30) days' advance notice in nonemergencies and reasonably practical notice in emergencies.
- (c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten (10) days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) days of a written request by the other Party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not sell, convey, mortgage, assign, pledge, sublease, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or the Property without State's prior written consent, which shall be at State's sole discretion.

- (a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation, and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any conveyance, transfer, or encumbrance if it will result in a subdivision of the leasehold. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.
- (b) State reserves the right to condition its consent upon:
 - (1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or

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- (2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.
- (c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant. Tenant shall remain liable for the full and complete performance, satisfaction, and compliance with the terms of this Lease.
- (d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

- (a) Tenant shall submit the terms of all subleases to State for prior approval.
- (b) Tenant shall incorporate the following requirements in all subleases:
 - (1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;
 - (2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;
 - (3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
 - (4) The sublease must terminate if this Lease terminates for any reason;
 - (5) The sublease must include an acknowledgment that the subtenant has received a copy of this Lease;
 - (6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than one year of rent;
 - (7) The sublease must identify the rental amount subtenant is to pay to Tenant;
 - (8) The sublease must provide that there is no privity of contract between the subtenant and State;
 - (9) The sublease must require removal of the subtenant's Improvements and Personal Property upon termination of the sublease;
 - (10) The subtenant's permitted use must be within the scope of the Permitted Use;
 - (11) The sublease must require the subtenant to indemnify, defend, and hold harmless State to the same extent Tenant is required to indemnify, defend, and hold harmless State under this Lease;
 - (12) The sublease must require the subtenant to meet the Insurance requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement;

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- (13) The sublease must require the subtenant to comply with the Financial Security requirements under Section 10; and
- (14) If the sublease includes moorage of a vessel, the sublease must require the subtenant to procure marine insurance as set forth in Paragraph 10.2(c)(4) of this Lease.

9.4 Short-Term Subleases of Moorage Slips. Short-term subleasing of moorage slips for a term of one year or less does not require State's prior approval pursuant to Paragraphs 9.1 or 9.3; however, Tenant shall conform moorage sublease agreements to the sublease requirements in Paragraph 9.3(b).

9.5 Event of Assignment. If Tenant is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Tenant is an assignment of this Lease. If Tenant is a partnership, dissolution of the partnership or a transfer (by one or more transactions) of the controlling interest in Tenant is an assignment of this Lease. If Tenant is a limited liability company, conveyance of an economic interest of greater than fifty percent (50%) is an assignment of this Lease. Assignments defined in this Paragraph 9.5 require State's consent under Paragraph 9.1.

SECTION 10 INDEMNITY, INSURANCE, FINANCIAL SECURITY

10.1 Indemnity.

- (a) Tenant shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, and any Claim arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees, to the fullest extent permitted by law and subject to the limitations provided below.
- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to: bodily injury; sickness; disease; death; and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to tangible property, diminution in value to tangible property, damages resulting from loss of use of tangible property, and loss or diminution of natural resource values.
- (c) State shall not require Tenant to indemnify, defend, and hold harmless State, or its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State, its employees, officials, officers, or agents.
- (d) Tenant specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with

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its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Tenant's obligation under this Lease to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the workers' compensation acts.

- (e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State's employees, officials, officers, or agents, and (b) the Tenant or Tenant's subtenants, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Tenant and those acting on its behalf.
- (f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) Tenant certifies that on the Commencement Date of this Lease it is a member of a self-insured risk pool for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Tenant shall provide to State evidence of its status as a member of a self-insured risk pool. Upon request by State, Tenant shall provide a written description of its financial condition and/or the self-insured funding mechanism. Tenant shall provide State with at least thirty (30) days' written notice prior to any material changes to Tenant's self-insured funding mechanism. If during the Term Tenant's self-insurance plan fails to provide coverage equal to that required in Paragraph 10.2 and Paragraph 10.3 of this Lease, Tenant shall procure additional commercial insurance coverage to meet the requirements of this Lease. The requirements in Paragraph 10.2(a)(3) and (4) only apply where the Tenant procures additional commercial insurance to meet the requirements of this Lease.
 - (2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) All general liability, excess, umbrella and pollution legal liability insurance policies must name the State of Washington, the Department of

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Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.

- (4) All property insurance, builder's risk insurance, and equipment breakdown insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as a loss payee.
 - (5) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
- (1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.
 - (2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.
- (c) Proof of Insurance.
- (1) Tenant shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease; and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference the Lease number.
 - (3) Receipt of such certificates, endorsements or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:
- (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
- (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Tenant fails to procure and maintain the insurance required in this Lease within fifteen (15) days after Tenant receives a notice to comply from State, State may either:
- (1) Deem the failure an Event of Default under Section 14 and terminate the Lease without giving Tenant any further opportunity to cure, or

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- (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Tenant's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.
 - (2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.
 - (i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Tenant shall provide workers' compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.

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- (ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
- (2) Longshore and Harbor Workers' and Jones Acts. The Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 30104) may require Tenant to provide insurance coverage in some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with the law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers' Liability Insurance. Tenant shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Property Insurance.
 - (1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.
 - (2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.
 - (3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).
 - (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:

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- (i) Repair and restore damaged building(s) and/or Improvements to their former condition, or
 - (ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.
- (e) **Builder's Risk Insurance.**
 - (1) Tenant shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Tenant, all contractors, and all subcontractors in the work as insured.
 - (2) Insurance described above must cover or include the following:
 - (i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;
 - (ii) The entire work on the Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;
 - (iii) Portions of the work located away from the Property but intended for use at the Property, and portions of the work in transit;
 - (iv) Scaffolding, falsework, and temporary buildings located on the Property; and
 - (v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.
 - (3) Tenant or Tenant's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.
 - (4) Tenant or Tenant's contractor(s) shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Tenant, all contractors, and subcontractors in the work as insured.
- (f) **Business Auto Policy Insurance.**
 - (1) Tenant or Tenant's contractor(s) shall maintain business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One Million Dollars (\$1,000,000) per accident. Such insurance must cover liability arising out of "Any Auto".
 - (2) Business auto coverage must be written on ISO Form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the

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policy must be endorsed to provide contractual liability coverages and cover a “covered pollution cost or expense” as provided in the 1990 or later editions of CA 00 01.

10.4 Financial Security.

- (a) At its own expense, Tenant shall procure and maintain during the Term a corporate security bond or provide other financial security that State, at its option, may approve as security for the faithful performance and observance by Tenant of the terms, conditions, and provisions of this Lease (“Security”). Tenant shall provide Security in an amount equal to Zero Dollars (\$0). Tenant’s failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.
- (b) All Security must be in a form acceptable to State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best’s Insurance Reports, unless State approves an exception in writing. Tenant may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation of the Annual Rent,
 - (ii) As a condition of approval of assignment or sublease of this Lease,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
 - (2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State’s other remedies, (3) reinstate the Lease or cure the default or (4) prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State’s Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

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11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

- (a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all Improvements in good order and repair, in a clean, attractive, and safe condition.
- (b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property that may be required by any public authority having jurisdiction over the Property and requiring it for public health, safety and welfare purposes.
- (c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, maintenance, replacements or changes to the Property and to any Improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

11.3 Limitations. The following limitations apply whenever Tenant conducts maintenance, repair, replacement, alterations, or additions. The following limitations also apply whenever Tenant conducts Work on the Property.

- (a) Tenant shall not use or install treated wood on decking, docks, rafts, floats, wharves, piers, fixed docks, gangways, pilings, or any other structure at any location above or below water, except that Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood for above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.
- (b) Tenant shall not use or install tires (for example, floatation or fenders) at any location above or below water.
- (c) Tenant shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of floatation material into the water.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any damage to or destruction of the Property or any Improvements, Tenant shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements in accordance with Section 7 and Tenant's additional obligations in Exhibit B, if any.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of

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the Property unless State provides written notice to Tenant of each specific claim waived.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs, reconstruction, replacement, removal, or restoration may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

- (a) "Taking" means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of State, prevents or renders impractical the Permitted Use.
- (b) "Date of Taking" means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

13.3 Allocation of Award.

- (a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant's leasehold estate and Tenant-Owned Improvements and (2) State's interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.
- (b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

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SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant is in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease; or
- (d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant's property.

14.2 Tenant's Right to Cure.

- (a) A default becomes an "Event of Default" if Tenant fails to cure the default within the applicable cure period following State's written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.
- (b) Unless expressly provided elsewhere in this Lease, the cure period is ten (10) days for failure to pay rent or other monetary defaults; for other defaults, the cure period is thirty (30) days. This cure period does not apply where State terminates this Lease under Paragraph 10.2(f) or Paragraph 12.5.
- (c) For nonmonetary defaults not capable of cure within thirty (30) days, Tenant may submit a reasonable alternative cure schedule for State's approval, which State has discretion to grant or deny. The default is not an Event of Default if State approves the alternative cure schedule and Tenant cures the default in accordance with the approved alternative cure schedule.
- (d) State may elect to deem a default by Tenant as an Event of Default if the default occurs within six (6) months after a default by Tenant for which State has provided notice and opportunity to cure and regardless of whether the first and subsequent defaults are of the same nature.

14.3 Remedies.

- (a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.
- (b) State's Rights to Cure Tenant's Defaults.
 - (1) If an Event of Default occurs, State may, without terminating this Lease, remedy the default (in whole or in part) on behalf of Tenant at Tenant's expense. Tenant shall pay State all costs, expenses, fees, and damages incurred by State in connection therewith. If Tenant is in default under the terms of the Lease, and State determines that such default poses an imminent threat of injury or damage to persons or property, State may enter the Property and take actions to eliminate, mitigate, or remedy the imminent threat at Tenant's expense. On demand by State, Tenant shall pay State the amount of all costs, expenses, and fees incurred by State in connection therewith.
 - (2) The rights given to State under Paragraph 14.3(b)(1)-(2) shall neither

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impose a duty on State nor excuse any failure on Tenant's part to comply with any term, covenant, or condition of this Lease.

- (c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.
 - (1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.
 - (2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.
 - (3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.
- (d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.
- (e) The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Tenant's default or threatened default of any provision of this Lease.

SECTION 15 ENTRY BY STATE

15.1 Right to Enter The Property.

- (a) State and persons authorized by State may, without notice to Tenant, enter the Property and any Improvements on the Property at any reasonable hour to inspect the Property and Improvements, to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, to survey habitat and species, enforce the terms of the Lease, or to exercise any right of State under the Lease or the law.
- (b) State and persons authorized by State, may enter the Property and any Improvements at any time without notice in the case of an imminent threat of injury or damage to persons or property or to prevent waste on the Property.

- 15.2 Disclaimer.** State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease. The rights given to State under this Section 15 do not impose, nor does State assume by reason thereof, any responsibility for the care, maintenance, or supervision of the Property or any part thereof.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

- (a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or

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- adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.
- (b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.
 - (c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

16.2 Eviction by Third-Party. If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

SECTION 17 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Shoreline District
950 Farman Ave N
Enumclaw, WA 98022

Tenant: City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040-3732

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

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18.2 Successors and Assigns. Subject to the limitations set forth in Section 9, this Lease binds and inures to the benefit of the Parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

18.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies of State under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

18.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

18.11 Statutory Reference. Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

18.12 Recordation. At Tenant's expense and no later than thirty (30) days after receiving the Aquatic Lands Lease (Rev. 7/20/2022)

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fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number.

18.13 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

18.14 Survival. Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

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18.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF MERCER ISLAND

Dated: _____, 20__

By: JESSI BON
Title: City Manager
Address: 9611 SE 36th St
Mercer Island, WA 98040
Phone: 206-275-7660

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated: _____, 20__

By: ALEXANDRA K. SMITH
Title: Deputy Supervisor for Forest Resilience,
Regulation, and Aquatics.
Address: 950 Farman Ave N
Enumclaw, WA 98022

Aquatic Lands Lease
Template approved as to form this
20th day of July 2022
Jennifer Clements, Assistant Attorney General

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REPRESENTATIVE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF)
) ss.
County of)

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

This notarial act involved the use of communication technology.

Dated: _____, 20__

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

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STATE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF WASHINGTON)

) ss.

County of)

I certify that I know or have satisfactory evidence that Alexandra K. Smith is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for Forest Resilience, and Aquatics of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. This notarial act involved the use of communication technology.

Dated: _____, 20__

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

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EXHIBIT A

AGREEMENT NUMBER: Aquatic Lands Lease No. 20-B09917

1. LEGAL DESCRIPTION OF THE PROPERTY:

Lease Parcels A, B, and C shown on that Record of Survey in Book 385 of Surveys at Pages 174-176, Recording No. 20180601900010 as recorded on June 1, 2018, records of King County, Washington.

2. PROPERTY SQUARE FOOTAGE BY USE CLASSIFICATION:

Water-dependent:	1,223,113
Nonwater-dependent:	2,230
Public Access:	1,223,836
Total square footage:	<u>1,225,343</u>

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EXHIBIT B

1. DESCRIPTION OF PERMITTED USE

- A. Existing Facilities.** The Property, Luther Burbank Park, is a regional facility that provides public access to Lake Washington in King County, Washington. The park is open and maintained year-round and park amenities include a public restroom, fishing area, off leash dog area, boat moorage, and swimming beach. Existing Improvements on the Property include: a historic steam plant building (also known as the boiler building); public restrooms; waterfront plaza; fixed boat dock and supporting wood piling; fixed fishing pier and supporting wood piling; grated floating dock; grated steel gangway; bulkhead; recreational trails and nine non-lateral information and regulatory buoys (as shown in Attachment 1 of Exhibit B). In addition, there are three stormwater outfalls located within the Property and authorized under Aquatic Lands Easement No. 51-106374. Improvements are Tenant-Owned Improvements.

The Two Thousand Two Hundred Thirty (2,230) square feet of nonwater-dependent use consists of the historic steam plant building and public restrooms. The steam plant building, a historical artifact of the landscape, is not available to the public on a first-come, first-served basis and shall be charged nonwater-dependent rent in accordance with Section 4 of the Lease. The area of the steam plant building is One Thousand Five Hundred Seven (1,507) square feet.

- B. Proposed Work.** State has not authorized Tenant to conduct any Work on the Property. Tenant shall obtain State's prior written consent before conducting any Work pursuant to Section 7.3 of this Lease and obtain all necessary regulatory permits for such Work.

2. ADDITIONAL OBLIGATIONS

State has not authorized Tenant to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Paragraph 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

- A.** By March 1, 2050, Tenant shall replace existing treated creosote pilings supporting the northern most dock with non-toxic materials such as untreated wood, steel, concrete, fiberglass or recycled plastic. Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood to replace above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.

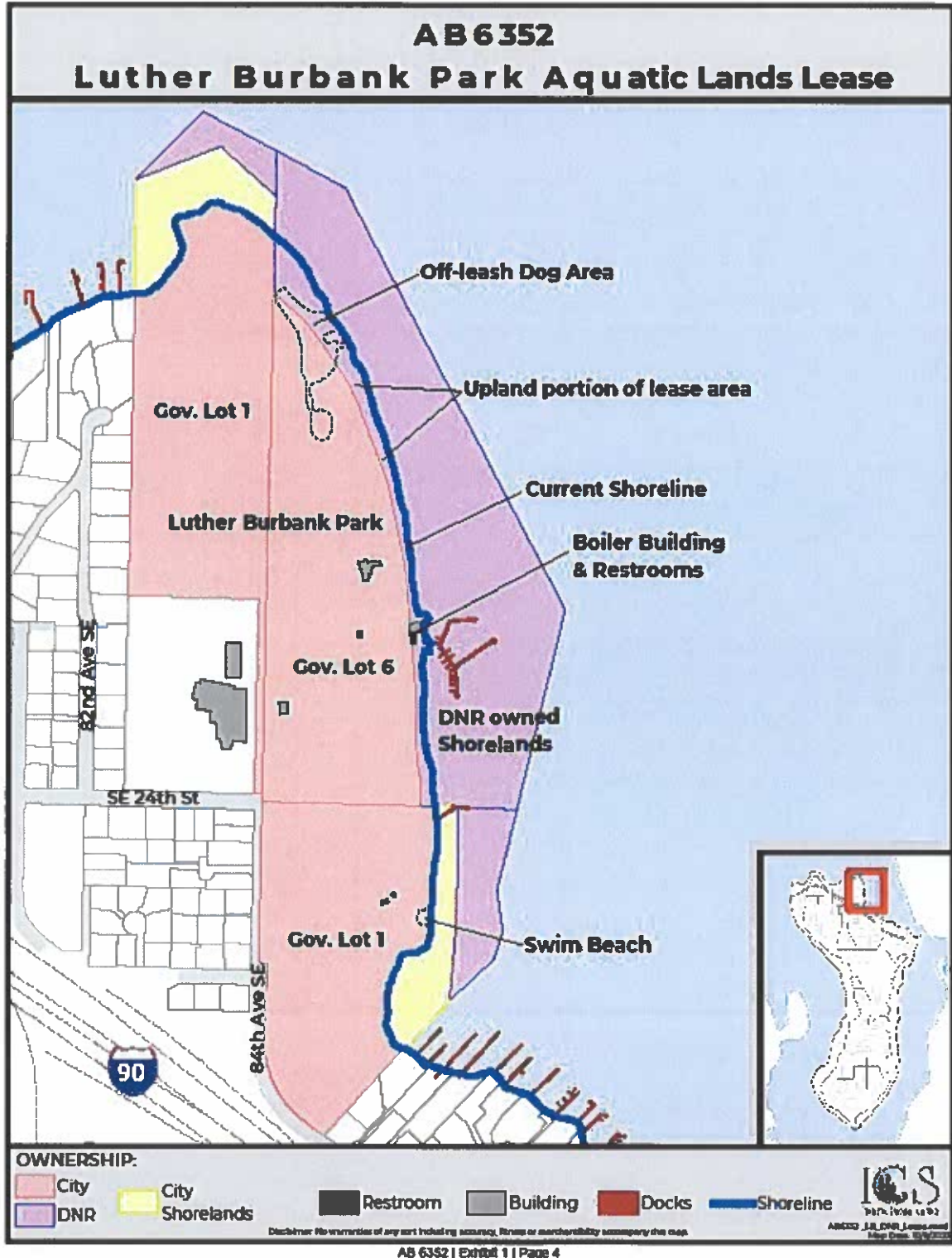
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- B.** By March 1, 2054, Tenant shall replace existing treated creosote pilings supporting the fishing pier with non-toxic materials such as untreated wood, steel, concrete, fiberglass or recycled plastic. Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood to replace above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.
- C.** By March 1, 2053, Tenant shall renovate or replace the existing public access overwater structures as follows:
- (1) For the main dock, Tenant shall install grating on at least fifty percent (50%) of the surface area. Grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.
- D.** By March 1, 2050, Tenant shall renovate or replace the existing public access overwater structures as follows:
- (1) For the fishing pier, Tenant shall install grating on at least fifty percent (50%) of the surface area. Grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.
- E.** Tenant may use pesticides in compliance with all applicable laws and regulations only if:
- (1) EPA has conducted an ecological risk assessment and registered the pesticide,
 - (2) The United States Fish and Wildlife Service (USFWS) and/or National Oceanic and Atmospheric Administration (NOAA) have evaluated use of the pesticide and Tenant has provided DNR with documentation that: (a) there is no effect on Endangered Species Act (ESA) listed species or federally designated critical habitat, or (b) USFWS and NOAA have issued an Incidental Take Statement (ITS), and
 - (3) Where the pesticide is subject to an ITS, the terms and conditions of the ITS become a condition of this Lease.
- F.** By the Commencement Date, Tenant shall post visible signage indicating the location of the nearest upland restroom facility and sewage pumpout facility.
- G.** By May 1, 2024, Tenant shall mark all no wake zones with visible signage.

Aquatic Lands Lease
Template approved as to form this
20th day of July, 2022
Jennifer Clements, Assistant Attorney General

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ATTACHMENT 1 TO EXHIBIT B



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When recorded, return to:
City of Mercer Island
9611 SE 36th Street
Mercer island, WA 98040



AQUATIC LANDS OUTFALL EASEMENT

EASEMENT NO. 51-106374

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Mercer Island
Abbreviated Legal Description: Sections 6 and 7 Township 24 North, Range 05 East, W.M.
Complete Legal Description on Page 34
Auditor Reference Number 2016304000166
Assessor's Property Tax Parcel or Account Number: 06240HYDR and 07405HYDR
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Easement: 0624059014 and 0724059054

THIS EASEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF MERCER ISLAND a government agency ("Grantee"). State has authority to enter into this Easement under Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 of the Revised Code of Washington (RCW).

BACKGROUND

Grantee desires to use state-owned aquatic lands located in King County, Washington for the purpose of discharging effluent from an outfall pipeline. Grantee has obtained the necessary Aquatic Lands Outfall Easement (1/10/2022) Page 1 of 38

Easement No. 51-106374

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regulatory authorizations for this purpose including, but not limited to, a National Pollutant Discharge Elimination System (“NPDES”) Permit.

State is willing to grant an easement for a term to Grantee in reliance upon Grantee’s promises to operate the outfall and conveyance system in compliance with all laws and permits and in the manner as described in all regulatory authorizations.

State’s goals are to promote water re-use and reduce reliance on in-water disposal of waste effluent, storm water, and other discharges that affect the use and environmental conditions of state-owned aquatic lands and associated biological communities.

THEREFORE, the Parties agree as follows:

SECTION 1 GRANT OF EASEMENT

1.1 Easement Defined.

- (a) State grants and conveys to Grantee a nonexclusive in gross easement, subject to the terms and conditions of this agreement, over, upon, and under those shorelands legally described in Exhibit A (“Easement Property”). In this agreement, the term “Easement” means this agreement and the rights granted.
- (b) This Easement is subject to all valid interests of third parties noted in the records of King County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Easement does not include any right to harvest, collect or damage any natural resources, including, but not limited to, aquatic life or living plants; any water rights; any mineral rights; or any right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) This Easement is not exclusive. State may enter and use the Easement Property for any purpose or permit others to enter and use the Easement Property for any purpose so long as such use does not unreasonably interfere with the rights granted herein.

1.2 Survey and Easement Property Descriptions.

- (a) Grantee’s obligation to provide a true and accurate description of the Easement Property and the location of the Improvements existing on the Easement Property is a material term of this Easement. The record of survey referenced in Exhibit A includes the location of the Improvements existing on the Easement Property.
- (b) Grantee’s use of any state-owned aquatic lands outside the Easement Property boundaries is a material breach of this Easement and State may seek remedies under Section 14 of this Easement in addition to any other remedies afforded by law or equity or otherwise.

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- (c) Grantee shall submit an updated record of survey for State's acceptance within one hundred eighty (180) days of the Commencement Date. Upon State's written acceptance of the updated record of survey, the updated record of survey shall supersede the record of survey referenced in Exhibit A. The specific location of the Easement Property shall be deemed to be as shown on the updated record of survey.
- (d) Grantee's submission of the updated record of survey shall constitute a warranty that the updated record of survey is a true and accurate description of the Easement Property and the as-built location of all Improvements on the Easement Property. Grantee's obligation to provide a true and accurate description of the Easement Property and the as-built location of Improvements on the Easement Property in the updated record of survey is a material term of this Easement.
- (e) At Grantee's expense, and no later than thirty (30) days after receiving State's written acceptance of the updated record of survey, Grantee shall record the updated record of survey in the County in which the Property is located. Grantee shall provide State with recording information, including the date of recordation and the file number, within fifteen (15) days after recording the updated record of survey.

1.3 Condition of Easement Property. State makes no representation regarding the condition of the Easement Property, Improvements located on the Easement Property, the suitability of the Easement Property for Grantee's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Easement Property, or the existence of hazardous substances on the Easement Property.

SECTION 2 USE

2.1 Permitted Use. This Easement is granted for the purpose of and is limited to:

The operation, use, maintenance, and repair of three outfall pipes that discharge stormwater into waters of Lake Washington (the "Permitted Use").

Exhibit B includes additional details about the Permitted Use, the Easement Property, and the Improvements. Exhibit B also includes additional obligations on Grantee. The Permitted Use is subject to the restrictions and additional obligations set forth in this Easement. The Permitted Use of this Easement shall not be changed or modified without the written consent of State, which shall be at State's sole discretion.

2.2 Restrictions on Permitted Use and Operations.

- (a) Grantee shall not cause or permit:
 - (1) Damage to land or natural resources on the Easement Property or adjacent state-owned aquatic lands, regardless of whether the damages are a direct or indirect result of the Permitted Use;

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- (2) Waste on the Easement Property or adjacent state-owned aquatic lands; or
- (3) Deposit of material or filling activity on the Easement Property or adjacent state-owned aquatic lands, unless approved by State in writing. This prohibition includes, but is not limited to, any deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter (including, but not limited to, chemical, biological, or toxic wastes), hydrocarbons, pollutants, or other matter.
- (b) Nothing in this Easement shall be interpreted as an authorization to dredge the Easement Property.
- (c) Grantee shall immediately notify State if Grantee breaches any of the terms and conditions of this Easement.
- (d) State's failure to notify Grantee of Grantee's failure to comply with all or any of the restrictions set out in this Paragraph 2.2 does not constitute a waiver of any remedies available to State.
- (e) Grantee's compliance with the restrictions in this Paragraph 2.2 does not limit Grantee's liability under any other provision of this Easement or the law.

2.3 Conformance with Laws. Grantee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Grantee's use of the Easement Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Grantee shall keep the Easement Property free and clear of any liens and encumbrances arising out of or relating to the Permitted Use or Grantee's use of the Easement Property.

2.5 Interference with Other Uses.

- (a) Grantee shall exercise Grantee's rights under this Easement in a manner that minimizes or avoids interference with the rights of State, the public, or others with valid rights to use or occupy the Easement Property or surrounding lands and water.
- (b) To the fullest extent reasonably possible, Grantee shall place and construct Improvements in a manner that allows unobstructed movement in and on the waters above and around the Easement Property.
- (c) Except in an emergency, Grantee shall provide State with written notice regarding the start of construction or other Significant Activity on the Easement Property at least sixty (60) days in advance ("Notice of Significant Activity"). "Significant Activity" means any activity that may affect the use or enjoyment of the Easement Property or adjacent state-owned aquatic lands by the State of Washington, public, or others with valid rights to use or occupy the Easement Property or adjacent state-owned aquatic lands.
- (d) Grantee shall mark the location of any hazards associated with the Permitted Use and any hazards associated with the Improvements in a manner that ensures reasonable notice to the public, including but not limited to, boaters, kayakers, swimmers, and divers.

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2.6 Amendment Upon Change of Permit Status. State reserves the right to amend the terms and conditions of this Easement whenever any regulatory authority (1) modifies a permit in a manner affecting the provisions of this Easement; or (2) allows for a change in the manner of outfall operation including, but not limited to, a change in the type, quality, or quantity of discharge. Nothing in this Paragraph or Easement shall be deemed to allow Grantee to change the type, quality, or quantity of discharge without first obtaining the consent of State.

SECTION 3 TERM

3.1 Term Defined. The term of this Easement is Thirty (30) years, beginning on the 1st day of March, 2024 (the "Commencement Date"), and ending on the 28th day of February, 2054 (the "Termination Date"), unless terminated sooner under the terms of this Easement (the "Term"). Whenever the phrase "termination of this Easement" or "termination of the Easement" is used in this Easement, it shall refer to the ending, termination, cancellation, or expiration of the Easement.

3.2 Renewal of Easement and/or Application for New Easement.

- (a) This Easement does not provide a right of renewal. Grantee may apply for a new Easement, which State has discretion to grant. Grantee must apply for a new Easement at least one (1) year prior to Termination Date.

3.3 End of Term.

- (a) Removal of Improvements: Prior to the termination of this Easement, Grantee shall remove Improvements in accordance with Section 7.
- (b) Restoration of the Easement Property:
 - (1) Prior to the termination of this Easement, Grantee shall restore the Easement Property to its condition before the installation of any Improvements on the Easement Property.
 - (2) Restoration of the Easement Property is to be done at Grantee's expense and to the satisfaction of State. Restoration of the Easement Property is considered to be Work, as described in Section 7 of the Easement. Grantee's plans for restoring the Easement Property shall be submitted to State for prior approval in accordance with Section 7 of this Easement.
 - (3) If Permittee fails to restore the condition of the Easement Property as required by this Paragraph, State may take steps reasonably necessary to remedy Permittee's failure. Upon demand by State, Permittee shall pay all costs of State's remedy, lost revenue resulting from the condition of the Easement Property, and administrative costs associated with State's remedy.
- (c) Vacation of Property: Upon the termination of this Easement, Grantee shall cease all operations on and use of the Easement Property.

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SECTION 4 FEES

4.1 Fee. For the Term, Grantee shall pay to State an administrative fee calculated in accordance with RCW 79.110.240 of One Thousand Eight Hundred Seventy Dollars (\$1,870.00), which is due and payable on or before the Commencement Date. Any payment not paid by State's close of business on the date due is past due.

4.2 Payment Place. Grantee shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Grantee shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Grantee shall pay all taxes, assessments, and other governmental charges applicable or attributable to the Easement, the Grantee-Owned Improvements, or the Permitted Use.

5.3 Proof of Payment. If required by State, Grantee shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Easement requires Grantee to pay.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay. Failure to pay any fees or other expenses due under this Easement is a breach by Grantee. State may seek remedies in Section 14 as well as late charges and interest as provided in this Section 6. In addition, if Grantee fails to pay any amounts due to third parties under this Easement, State may pay the amount due, and recover its cost in accordance with this Section 6.

6.2 Late Charge. If State does not receive any payment within ten (10) days of the date due, Grantee shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Fees and Other Sums Owed.

- (a) Grantee shall pay interest on the past due fees at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Fees not paid by the close of business on the due date will begin accruing interest the day after the due date.

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- (b) If State pays or advances any amounts for or on behalf of Grantee, Grantee shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Grantee of the payment or advance. This includes, but is not limited to State's payment of taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials, costs of removal and disposal of Improvements under any provision of this Easement, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Grantee shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Grantee pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

SECTION 7 IMPROVEMENTS, PERSONAL PROPERTY, AND WORK

7.1 Improvements and Personal Property Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the Easement Property. Improvements include, but are not limited to, fill, structures, and fixtures.
- (b) "Personal Property" means items that can be removed from the Easement Property without (1) injury to the Easement Property, adjacent state-owned lands or Improvements; or (2) diminishing the value or utility of the Easement Property, adjacent state-owned lands, or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by the State of Washington. State-Owned Improvements include any construction, alteration, or addition to State-Owned Improvements made by Grantee.
- (d) "Grantee-Owned Improvements" are (1) Improvements owned by Grantee that are existing on the Easement Property on the Commencement Date or (2) Improvements made by Grantee with State's consent.
- (e) "Unauthorized Improvements" are Improvements made on the Easement Property during the Term without State's prior consent or Improvements made by Grantee that do not conform with plans submitted to and approved by State.
- (f) "Improvements Owned by Others" are Improvements made by others with a right to occupy or use the Easement Property or adjacent state-owned lands.

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7.2 Existing Improvements. On the Commencement Date, the following Grantee-Owned Improvements are located on the Easement Property: One 4-inch diameter ductile iron pipe, one 6-inch diameter polyvinyl chloride pipe, and one 8-inch diameter reinforced concrete pipe.

7.3 Construction, Major Repair, Modification, and Other Work.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements (collectively "Work").
- (b) Except in an emergency, Grantee shall not conduct any Work without State's prior written consent. Grantee shall obtain State's prior written consent as follows:
 - (1) Grantee shall submit to State plans and specifications describing the proposed Work and any design plans and specifications developed pursuant to Washington Department of Ecology laws and rules for discharges at least sixty (60) days before submitting permit applications to regulatory authorities, unless Grantee and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Grantee shall submit plans and specifications to State at least ninety (90) days before commencement of Work.
 - (2) State may deny consent if State determines that denial is in the best interests of the State of Washington, or if the proposed Work does not comply with Paragraph 7.4. State may impose additional conditions intended to protect and preserve the Easement Property or adjacent state-owned aquatic lands.
- (c) Grantee shall immediately notify State of emergency Work. Upon State's request, Grantee shall provide State with as built plans and specifications of emergency Work.
- (d) Grantee shall not commence Work until Grantee or Grantee's contractor has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Grantee or Grantee's contractor shall maintain the performance and payment bond until the costs of the Work, including all laborers and material persons, are paid in full.
 - (2) Obtained all required permits.
 - (3) Provided Notice of Significant Activity in accordance with Paragraph 2.5(c).
- (e) Grantee shall preserve and protect Improvements Owned by Others, if any.
- (f) Grantee shall preserve all legal land subdivision survey markers and witness objects ("Markers"). If disturbance of a Marker will be a necessary consequence of Grantee's construction, Grantee shall reference and/or replace the Marker in accordance with all applicable laws and regulations current at the time, including, but not limited to Chapter 58.24 RCW. At Grantee's expense, Grantee shall retain a registered professional engineer or licensed land surveyor to reestablish destroyed or disturbed Markers in accordance with United States General Land Office standards.

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- (g) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to its natural condition before the Work began. If Work is intended for removal of Improvements at End of Term, Grantee shall restore the Easement Property in accordance with Paragraph 3.3, End of Term.
- (h) Upon completing Work, Grantee shall promptly provide State with as-built plans and specifications. State may also require Grantee to obtain an updated record of survey showing the Easement Property boundaries and the as-built location of all Improvements on the Easement Property.
- (i) State shall not charge additional fees for authorized Improvements installed by Grantee on the Easement Property during this Term, but State may charge additional fees for such Improvements if and when the Grantee or successor obtains a subsequent use authorization for the Easement Property and State has waived the requirement for removal of Improvements as provided in Paragraph 7.5.

7.4 Standards for Work.

- (a) Applicability of Standards for Work.
 - (1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five-year period following the Commencement Date. Work commences when State approves plans and specifications.
 - (2) If Grantee commences Work five years or more after the Commencement Date, Grantee shall comply with State's then-current standards for Work.
 - (3) If Grantee commences Work five years or more after the Commencement Date, Grantee shall ascertain State's current standards for Work as follows:
 - (i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Easement, Grantee shall request State to provide Grantee with State's current standards for Work on state-owned aquatic lands.
 - (ii) Within thirty (30) days of receiving Grantee's request, State shall provide Grantee with State's current standards for Work, which will be effective for the purpose of State's approval of Grantee's proposed Work, provided Grantee submits plans and specifications for State's approval within two (2) years of Grantee's request for standards.
 - (iii) If State does not timely provide State's current standards for Work upon Grantee's request, the standards for Work under Paragraph 7.4(b) apply to Grantee's Work, provided Grantee submits plans and specifications as required by Paragraph 7.3 within two (2) years of Grantee's request for State's current standards for Work.
 - (iv) If Grantee fails to (1) make a request for State's current standards for Work; or (2) timely submit plans and specifications to State after receiving State's current standards for Work, Grantee, at

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Grantee's sole expense, shall make changes in plans or Work necessary to conform to State's current standards for Work upon State's demand.

- (b) The following standards for Work apply to Work commenced in the five-year period following the Commencement Date.
 - (1) Grantee shall only conduct in-water Work during time periods authorized for such work under WAC 220-660-110, Authorized Work Times in Freshwater Areas, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW), United States Fish and Wildlife Service (USFWS), and National Marine Fisheries Service (NMFS).
 - (2) The following requirement(s) apply to all Work on new and existing outfalls and associated conveyances. Grantee's plans and specifications shall achieve each of the following standards:
 - (i) Grantee shall locate new and reconstructed outfalls and associated conveyance(s) to avoid impacts to existing native aquatic vegetation attached to or rooted in substrate.
 - (ii) Grantee shall locate outfalls outside of aquatic vegetation beds and design conveyances to either go around beds of aquatic vegetation or be installed at least one (1) meter below the substrate.
 - (iii) Grantee shall install outfall pipes below the substrate within the nearshore.
 - (iv) Grantee shall follow the guidance of the Washington State Department of Ecology's approved Stormwater Management and Design Manuals when undertaking upland activities that may have an adverse impact on the quantity and quality of stormwater runoff into state-owned aquatic lands.
 - (v) Grantee shall design flows and discharges to avoid adverse impacts to aquatic resources and sediment chemistry.

7.5 Grantee-Owned Improvements at End of Easement.

- (a) Disposition.
 - (1) Grantee shall remove Grantee-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Easement unless State waives the requirement for removal.
 - (2) Grantee-Owned Improvements remaining on the Easement Property on the termination of the Easement shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
 - (3) If Grantee-Owned Improvements remain on the Easement Property after the termination of the Easement without State's consent, State may remove all Improvements and Grantee shall pay State's costs of removal and disposal.
- (b) Conditions Under Which State May Waive Removal of Grantee-Owned Improvements.

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- (1) State may waive removal of any Grantee-Owned Improvements whenever State determines that it is in the best interests of the State of Washington.
- (2) If Grantee enters into a new Easement, State may waive requirement to remove Grantee-Owned Improvements. State also may consent to Grantee's continued ownership of Grantee-Owned Improvements. If the Grantee-Owned Improvements are no longer used as part of an operational or active outfall, State may condition its waiver of removal on Grantee entering into a new Easement for the storage of the Grantee-Owned Improvements.
- (3) State may waive requirement to remove Grantee-Owned Improvements upon consideration of a timely request from Grantee, as follows:
 - (i) Grantee shall submit its request to leave Grantee-Owned Improvements to State at least one (1) year before the Termination Date.
 - (ii) State, within ninety (90) days of receiving Grantee's request, will notify Grantee whether State consents to any Grantee-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Grantee's request to leave Improvements within ninety (90) days is a denial of the request
- (c) Grantee's Obligations if State Waives Removal.
 - (1) Grantee shall not remove a Grantee-Owned Improvement if State waives the requirement for removal of that Grantee-Owned Improvement.
 - (2) Grantee shall maintain such Grantee-Owned Improvements in accordance with this Easement until the termination of this Easement. State may require Grantee to take appropriate steps to decommission the structure. Grantee is liable to State for cost of repair if Grantee causes or allows damage to Grantee-Owned Improvements State has designated to remain.
 - (3) State may condition its waiver of removal on Grantee entering into a new Easement for the Grantee-Owned Improvements.

7.6 Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) The placement of Unauthorized Improvements on the Easement Property is a breach of this Easement and State may require removal of any or all Unauthorized Improvements. If State requires removal of Unauthorized Improvements and if Grantee fails to remove the Unauthorized Improvements, State may remove the Unauthorized Improvements and Grantee shall pay for the cost of removal and disposal.
- (c) In addition to requiring removal of Unauthorized Improvements, State may charge Grantee a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.
- (d) If State consents to Unauthorized Improvements remaining on the Easement

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Property, upon State's consent, the Unauthorized Improvements will be treated as Grantee-Owned Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Easement Property, State may charge a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

7.7 Personal Property.

- (a) Grantee retains ownership of Personal Property unless Grantee and State agree otherwise in writing.
- (b) Grantee shall remove Personal Property from the Easement Property by the termination of the Easement. Grantee is liable for damage to the Easement Property and to any Improvements that may result from removal of Personal Property.
- (c) State may remove, sell, or dispose of all Personal Property left on the Easement Property after the termination of the Easement.
 - (1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from the Grantee to State. State shall pay the remainder, if any, to the Grantee. Grantee shall be liable for any costs of removing the Personal Property and conducting the sale that exceed the proceeds received by State.
 - (2) If State disposes of Personal Property, Grantee shall pay for the cost of removal and disposal

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the utmost care required under RCW 70A.305.040(3)(a)(iii) of the Washington State Model Toxics Control Act (d) "Grantee and affiliates" when used in this Section 8 means Grantee or Grantee's subgrantees, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Easement Property with the Grantee's permission.
- (d) "Liabilities" as used in this Section 8 means any claims, demands, proceedings,

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lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

8.2 General Conditions.

- (a) Grantee's obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Easement Property and
 - (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
 - (1) Grantee shall exercise the utmost care with respect to Hazardous Substances.
 - (2) As relates to the Permitted Use, Grantee shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Easement Property or adjacent state-owned aquatic lands. Hazardous Substances may exist in, on, under, or above the Easement Property or adjacent state-owned aquatic lands.
- (b) This Easement does not impose a duty on State to conduct investigations or supply information to Grantee about Hazardous Substances.
- (c) Grantee is responsible for conducting all appropriate inquiry and gathering sufficient information concerning the Easement Property and the existence, scope, and location of Hazardous Substances on or near the Easement Property necessary for Grantee to meet Grantee's obligations under this Easement and utilize the Easement Property for the Permitted Use.

8.4 Use of Hazardous Substances.

- (a) Grantee and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Grantee shall not undertake, or allow others to undertake by Grantee's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to the Permitted Use or Grantee's use of the Property results in a violation of law:
 - (1) Grantee shall submit to State any plans for remedying the violation, and
 - (2) Grantee shall implement any measures to restore the Easement Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

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8.5 Management of Contamination.

- (a) Grantee and affiliates shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
 - (2) Result in human or environmental exposure to contaminated sediments, if any;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Grantee shall allow reasonable access to:
 - (1) Employees and authorized agents of the United States Environmental Protection Agency (EPA), the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Easement Property. Grantee may negotiate an access agreement with such parties, but Grantee may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Grantee shall immediately notify State if Grantee becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
 - (3) Any lien or action arising from Hazardous Substances;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Easement Property.
- (b) Grantee's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a), and to any other property used by Grantee in conjunction with the Easement Property if a release of Hazardous Substances on the other property could affect the Easement Property.
- (c) Grantee shall provide State with copies of all documents Grantee submits to any federal, state, or local authorities concerning environmental impacts or proposals relative to the Easement Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits (NPDES); United States Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality Certifications; Substantial Shoreline Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Easement Property.

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8.7 Indemnification.

- (a) Grantee shall fully indemnify, defend, and hold harmless State from and against any Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property;
 - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property.
- (b) Grantee shall fully indemnify, defend, and hold harmless State for any Liabilities that arise out of or relate to Grantee's breach of obligations under Paragraph 8.5.
- (c) Grantee is obligated to indemnify under this Paragraph 8.7 regardless of whether a NPDES or other permit or license authorizes the discharge or release of Hazardous Substances.
- (d) If Grantee fails to exercise care as described in Paragraph 8.2(b)(2), Grantee shall fully indemnify, defend, and hold harmless State from and against Liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

8.8 Reservation of Rights.

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all such rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

- (a) If Grantee's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standards, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) If a cleanup is eligible for the Washington State Department of Ecology's Voluntary Cleanup Program, Grantee may undertake a cleanup of the Easement Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Grantee cooperates with the Department of Natural Resources in development of cleanup plans. Grantee shall not proceed with Voluntary Cleanup without the Department of Natural Resources' approval of final plans. Nothing in the operation of this provision is an agreement by the

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Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Easement. Grantee's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Easement.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Easement Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Grantee's obligations regarding Hazardous Substances under this Easement, Grantee shall promptly reimburse State for all costs associated with such Tests, provided State gave Grantee thirty (30) days' advance notice in nonemergencies, and reasonably practical notice in emergencies.
- (c) In nonemergencies, Grantee is entitled to obtain split samples of Test samples, provided Grantee gives State written notice requesting split samples at least ten (10) days before State conducts Tests. Upon demand, Grantee shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Easement Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) days of a written request by the other Party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Grantee shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

SECTION 9 NATURE OF ESTATE AND ASSIGNMENT

This Easement shall be in gross for the sole benefit of Grantee's use associated with the Permitted Use. This Easement shall not run with the land. This Easement is indivisible. Grantee shall not sell, convey, mortgage, assign, pledge, grant franchises for, or otherwise transfer or encumber any part of Grantee's interest in this Easement or any part of Grantee's interest in the Easement Property without State's prior written consent, which shall be at State's sole discretion. State reserves the right to reasonably change the terms and conditions of this Easement upon State's consent to requests made under this Section 9.

SECTION 10 INDEMNITY, INSURANCE, FINANCIAL SECURITY

10.1 Indemnity.

- (a) Grantee shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, and any Claim arising out of

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the use of the Easement Property by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees, to the fullest extent permitted by law and subject to the limitations provided below.

- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to: bodily injury; sickness; disease; death; damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to tangible property, diminution in value of tangible property, damages resulting from loss of use of tangible property, and loss or diminution of natural resource values.
- (c) Grantee is obligated to indemnify under this Paragraph 10.1 regardless of whether any other provision of this Agreement or NPDES or other permit or license authorizes the discharge or release of a deleterious substance resulting in a claim.
- (d) No damages or fees paid by Grantee to State under other provisions of this Easement are a setoff against Grantee's obligation to indemnify under this Paragraph 10.1.
- (e) State shall not require Grantee to indemnify, defend, and hold harmless State, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State or State's employees, officials, officers, or agents.
- (f) Grantee specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Grantee's obligation under this Easement to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the workers' compensation acts.
- (g) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State's employees, officials, officers, or agents and (b) the Grantee or Grantee's agents or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Grantee and those acting on its behalf.
- (h) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Grantee's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) Grantee certifies that on the Commencement Date of this Easement it is self-insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Paragraph 10.2 and by Paragraph 10.3, Insurance

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Types and Limits. Grantee shall provide to State evidence of its status as a self-insured entity. Upon request by State, Grantee shall provide a written description of its financial condition and/or the self-insured funding mechanism. Grantee shall provide State with at least thirty (30) days' written notice prior to any material changes to Grantee's self-insured funding mechanism. If during the Term Grantee's self-insurance plan fails to provide coverage equal to that required in Paragraph 10.2 and Paragraph 10.3 of this Easement, Grantee shall procure additional commercial insurance coverage to meet the requirements of this Easement. The requirements in Paragraphs 10.2(a)(3) and (4) only apply where the Grantee procures additional commercial insurance to meet the requirements of this Easement.

- (2) Unless State agrees to an exception, Grantee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Grantee may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
- (3) All general liability, excess, umbrella, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.
- (4) All property, builder's risk, and equipment breakdown insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as loss payees.
- (5) All insurance provided in compliance with this Easement must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
 - (1) Grantee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Easement covers these damages.
 - (2) Except as prohibited by law, Grantee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this Easement.
- (c) Proof of Insurance.
 - (1) Grantee shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Easement and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference the Easement number.

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- (3) Receipt of such certificates, endorsements, or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Easement, as follows:
 - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Grantee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Grantee fails to procure and maintain the insurance required in this Easement within fifteen (15) days after Grantee receives a notice to comply from State, State may either:
 - (1) Terminate this Easement; or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Grantee shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Grantee's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Easement are adequate to protect Grantee.
 - (2) Coverage and limits do not limit Grantee's liability for indemnification and reimbursements granted to State under this Easement.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to Easement Property first to restore the Easement Property, then to pay the cost of the reconstruction, then to pay State any sums in arrears, and then to Grantee.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Grantee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Easement Property and/or arising out of the Permitted Use and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate

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limits, the general aggregate limit must be at least twice the “each occurrence” limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the “each occurrence” limit.

- (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
- (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers’ Compensation.
 - (1) State of Washington Workers’ Compensation.
 - (i) Grantee shall comply with all State of Washington workers’ compensation statutes and regulations. Grantee shall provide workers’ compensation coverage for all employees of Grantee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with the Permitted Use or related activities.
 - (ii) If Grantee fails to comply with all State of Washington workers’ compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Grantee shall indemnify State. Indemnity shall include all fines; payment of benefits to Grantee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
 - (2) Longshore and Harbor Workers’ and Jones Acts. The Longshore and Harbor Workers’ Act (33 U.S.C. Section 901 *et. seq.*) and/or the Jones Act (46 U.S.C. Section 30104) may require Grantee to provide insurance coverage in some circumstances. Grantee shall ascertain if such insurance is required, and if required, shall maintain insurance in compliance with the law. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers’ Liability Insurance. Grantee shall procure employers’ liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Pollution Legal Liability Insurance.
 - (1) Grantee shall procure and maintain for the duration of this Easement pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of

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damaged property or of property that has not been physically injured or destroyed. Such coverage must also provide for both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. The Insurance Certificate must state that the insurer is covering Hazardous Substance removal.

Grantee shall maintain coverage in an amount of at least:

- (i) One Million Dollars (\$1,000,00) each occurrence for Grantee's operations at the sites identified above, and
 - (ii) Two Million Dollars (\$2,000,000) general aggregate or policy limit, if any.
- (2) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL or is provided on a claims-made basis, the following additional conditions must be met:
- (i) The policy must contain no retroactive date, or the retroactive date must precede the Commencement Date of the Easement.
 - (ii) Coverage must either be continuously maintained for a period of five (5) years following the Termination Date of the Easement, or an extended reporting period of at least five (5) years following the Termination Date of the Easement shall be purchased.
- (e) Property Insurance.
- (1) Grantee shall buy and maintain property insurance covering all real property and fixtures, equipment, Improvements and betterments (regardless of whether owned by Grantee or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.
 - (2) Grantee shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, Improvements and betterments (regardless of whether owned by Grantee or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.
 - (3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned on such proceeds, for use according to the terms of this Easement. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).
 - (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - (i) Repair and restore damaged Improvements to their former

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- condition, or
- (ii) Replace and restore damaged Improvements with new Improvements on the Easement Property of a quality and usefulness at least equivalent to, or more suitable than, damaged Improvements.
- (e) **Builder's Risk Insurance.**
 - (1) Grantee shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Grantee, all contractors, and subcontractors in the work as insured.
 - (2) Insurance described above must cover or include the following:
 - (i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;
 - (ii) The entire work on the Easement Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;
 - (iii) Portions of the work located away from the Easement Property but intended for use at the Easement Property, and portions of the work in transit;
 - (iv) Scaffolding, falsework, and temporary buildings located on the Easement Property; and
 - (v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.
 - (3) Grantee or Grantee's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.
 - (4) Grantee or Grantee's contractor(s) shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Grantee, all contractors, and subcontractors in the work as insured.

10.4 Financial Security.

- (a) At its own expense, Grantee shall procure and maintain during the Term a corporate security bond or provide other financial security that State may approve as security for the faithful performance and observance by Grantee of the terms, conditions, and provisions of this Easement ("Security"). Grantee shall provide Security in an amount equal to Zero Dollars (\$0). During the Term, State may require Grantee to procure and maintain Security upon any of the events listed in

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Paragraph 10.4(c)(1). Grantee's failure to maintain the Security in the required amount during the Term constitutes a breach of this Easement.

- (b) All Security must be in a form acceptable to State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports, unless State approves an exception in writing. Grantee may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) As a condition of approval of assignment of this Easement,
 - (ii) Upon a material change in the condition or disposition of any Improvements, or
 - (iii) Upon a change in the Permitted Use.
 - (2) Grantee shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any breach by Grantee in its obligations under this Easement, State may collect on the Security to offset the liability of Grantee to State. Collection on the Security does not (1) relieve Grantee of liability, (2) limit any of State's other remedies, (3) reinstate the Easement or cure the breach or (4) prevent termination of the Easement because of the breach.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Property, or any part thereof, during the Term.

11.2 Grantee's Repairs and Maintenance.

- (a) Grantee shall, at its sole cost and expense, keep and maintain the Easement Property and all Grantee-Owned Improvements in good order and repair, in a clean, attractive, and safe condition. Grantee shall repair all damage caused or permitted by Grantee to Improvements Owned by Others on the Easement Property.
- (b) Grantee shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the

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Easement Property or to any Grantee-Owned Improvements on the Easement Property that may be required by any public authority having jurisdiction over the Easement Property and requiring it for public health, safety, and welfare purposes.

- (c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, maintenance, replacements, or changes to the Easement Property and to any Grantee-Owned Improvements on the Easement Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Grantee-Owned Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.
- (e) Upon completion of maintenance activities, Grantee shall remove all debris and restore the Easement Property to the condition prior to the commencement of Work.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Damage to Improvements.

- (a) In the event of any damage to or destruction of any Improvements on the Easement Property, Grantee shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Grantee shall be solely responsible for any reconstruction, repair, or replacement of any Grantee-Owned Improvements. If Grantee elects not to reconstruct, repair, or replace all or a portion of any damaged Improvements, Grantee shall promptly remove any damaged or destroyed Improvements and restore the Easement Property. Any reconstruction, repair, or replacement of Improvements is governed by Section 7 Improvements, Personal Property, and Work, and Section 11, Maintenance and Repair, and any Additional Obligations in Exhibit B.
- (c) If Grantee is in breach of this Easement at the time damage or destruction occurs to Grantee-Owned Improvements, State may elect to terminate the Easement without giving Grantee an opportunity to cure, and State may retain any insurance proceeds payable as a result of the damage or destruction.

12.2 Damage to Land or Natural Resources

- (a) In the event of any damage to or destruction to the land or natural resources on the Easement Property, Grantee shall immediately notify State, with subsequent written notice to State within five (5) days. In the event of any damage or destruction to land or natural resources on adjacent state-owned aquatic lands that is attributable to Grantee's use of the Property, to the Permitted Use, or to related activities, Grantee shall immediately notify State, with subsequent written notice

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to State within five (5) days.

- (b) Grantee, at Grantee's sole cost, shall remedy any damages to land or natural resources on the Easement Property and adjacent state-owned aquatic lands that are attributable to Grantee's use of the Property, the Permitted Use, or related activities, in accordance with a plan approved by State. Grantee shall also compensate State for any lost or damaged natural resource values in accordance with Paragraph 12.2(c).
- (c) Compensation for lost resource values:
 - (1) If damages to the land or natural resources result in lost or damaged natural resource values, Grantee shall compensate State with (1) monetary compensation; (2) the completion of a project approved by State that includes replacing, enhancing, or otherwise providing in-kind habitats, resources, or environments on other state-owned aquatic lands in order to offset the damage and impacts; or (3) a mixture of both monetary compensation and a project. State shall have the discretion to determine if Grantee will compensate with monetary compensation, a project, or both. If State requires monetary compensation, the value of damages shall be determined in accordance with Paragraph 12.2(c)(2).
 - (2) If State requires monetary compensation under Paragraph 12.2(c)(1), unless the Parties otherwise agree on the value, a three-member panel of professional appraisers or resource economists will determine the measure of lost resource values, and issue a written decision. The appraisers or resource economists shall be qualified to assess economic value of natural resources. State and Grantee each shall appoint and compensate one member of the panel. By consensus, the two appointed members shall select the third member, who will be compensated by State and Grantee equally. The panel shall base the calculation of compensation on generally accepted valuation principles. The written decision of the majority of the panel shall bind the Parties.
- (d) If damage to land or natural resources on the Easement Property or adjacent state-owned aquatic lands are attributable to Grantee's use of the Property, to the Permitted Use, or to related activities, or if such damage occurs when Grantee is in breach of the Easement, State may elect to terminate the Easement. If State elects to terminate the Easement, Grantee is still responsible for restoring any damages to land or natural resources on the Easement Property and adjacent state-owned aquatic lands, and for compensating State for any lost resource values in accordance with Paragraph 12.2(c). State may retain any insurance proceeds payable as a result of the damage or destruction.
- (e) State may, with or without terminating the Easement, at the sole expense of Grantee, remedy any damages and complete a project that offsets lost or damaged natural resource values. If State takes any such actions, upon demand by State, Grantee shall pay all costs incurred by State.

12.3 State's Waiver of Claim. State does not waive any claims for damage or destruction of Aquatic Lands Outfall Easement (1/10/2022) Page 25 of 38 Easement No. 51-106374

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the Easement Property or adjacent state-owned aquatic lands unless State provides written notice to Grantee of each specific claim waived.

12.4 Insurance Proceeds. Grantee's duties under Paragraphs 12.1 and 12.2 are not conditioned upon the availability of any insurance proceeds to Grantee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

SECTION 13 CONDEMNATION

In the event of condemnation, the Parties shall allocate the condemnation award between State and Grantee based upon the ratio of the fair market value of (1) Grantee's rights in the Easement Property and Grantee-Owned Improvements and (2) State's interest in the Easement Property, the reversionary interest in Grantee-Owned Improvements, if any, and State-Owned Improvements, if any. In the event of a partial taking, the Parties shall compute the ratio based on the portion of Easement Property or Improvements taken. If Grantee and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 REMEDIES AND TERMINATION

14.1 Termination by Breach. State may terminate this Easement upon Grantee's failure to cure a breach of the terms and conditions of this Easement. Unless otherwise stated in this Easement, State shall provide Grantee written notice of breach, and Grantee shall have sixty (60) days after receiving the notice to cure the breach. State may extend the cure period if breach is not reasonably capable of cure within sixty (60) days. This sixty (60) day cure period does not apply where State terminates this Easement under Paragraph 10.2(f) or Paragraph 12.1(c).

14.2 Termination by Nonuse. If Grantee does not use the Easement Property for a period of three (3) successive years, this Easement terminates without further action by State and Grantee's rights revert to State. Grantee shall still be responsible for complying with all end of Term requirements.

14.3 Termination by Grantee. Grantee may terminate this Easement upon providing State with sixty (60) days written notice of intent to terminate. If Grantee terminates under this Paragraph, the date of Grantee's termination shall be deemed the Termination Date and Grantee shall comply with all end of Term requirements. Grantee is not entitled to any refunds of Easement fees already paid to State.

14.4 Remedies Not Exclusive. The remedies specified under this Section 14 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Grantee's breach or threatened breach of any provision of this Easement.

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SECTION 15 NOTICE AND SUBMITTALS

15.1 Notice. Following are the locations for delivery of notice and submittals required or permitted under this Easement. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Shoreline District
950 Farman Ave N
Enumclaw, WA 98022

Grantee: CITY OF MERCER ISLAND
9611 SE 36th Street
Mercer Island, WA 98040-3732

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Easement number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

15.2 Contact Persons. On the Commencement Date, the following persons are designated day-to-day contact persons. Any Party may change the Contact Person upon reasonable notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Shoreline District
Attn: Lake Washington Aquatic Land Manager
950 Farman Ave N
Enumclaw, WA 98022
(206) 949-1720
ShorelineDistrict@dnr.wa.gov

Grantee: CITY OF MERCER ISLAND
Paul West, Public Works Senior CIP Project Manager
(206) 275-7833 / (206) 275-7608
paul.west@mercerisland.gov / publicworks@mercerisland.gov

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SECTION 16 MISCELLANEOUS**

16.1 Authority. Grantee and the person or persons executing this Easement on behalf of Grantee represent that Grantee is qualified to do business in the State of Washington, that Grantee has full right and authority to enter into this Easement, and that each and every person signing on behalf of Grantee is authorized to do so. Upon State's request, Grantee shall provide evidence satisfactory to State confirming these representations.

16.2 Successors and Assigns. Subject to the limitations set forth in Section 9, this Easement binds and inures to the benefit of the Parties, their successors, and assigns.

16.3 Headings. The headings used in this Easement are for convenience only and in no way define, limit, or extend the scope of this Easement or the intent of any provision.

16.4 Entire Agreement. This Easement, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Easement merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Easement Property.

16.5 Waiver.

- (a) The waiver of any breach of any term, covenant, or condition of this Easement is not a waiver of such term, covenant, or condition; of any subsequent breach of the same; or of any other term, covenant, or condition of this Easement. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Easement, extension of the Easement, or the issuance of a new Easement to Grantee does not waive State's ability to pursue any rights or remedies under the Easement.

16.6 Cumulative Remedies. The rights and remedies of State under this Easement are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

16.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Easement.

16.8 Language. The word "Grantee" as used in this Easement applies to one or more persons, and regardless of gender, as the case may be. The singular includes the plural, and the neuter includes the masculine and feminine. If there is more than one Grantee, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Grantee in the collective. The word "Party" means either or both State and Grantee, depending on the context.

16.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Easement does

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not affect, impair, or invalidate any other provision of this Easement.

16.10 Applicable Law and Venue. This Easement is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Easement is in the Superior Court for Thurston County, Washington.

16.11 Statutory Reference. Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

16.12 Recordation. At Grantee's expense and no later than thirty (30) days after receiving the fully-executed Easement, Grantee shall record this Easement in the county in which the Easement Property is located. Grantee shall include the parcel number of the upland property used in conjunction with the Easement Property, if any. Grantee shall provide State with recording information, including the date of recordation and file number.

16.13 Modification. No modification of this Easement is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

16.14 Survival. Any obligations of Grantee not fully performed upon termination of this Easement do not cease, but continue as obligations of the Grantee until fully performed.

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16.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in this Easement unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF MERCER ISLAND

Dated: _____, 20__

By: _____
 Title: JESSI BON
 Address: City Manager
 9611 SE 36th St
 Mercer Island, WA 98040
 Phone: 206- 275-7660

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: _____
 Title: ALEXANDRA K. SMITH
 Deputy Supervisor for Forest
 Resilience, Regulation, and Aquatics
 Address: 950 Farman Ave N
 Enumclaw, WA 98022

Aquatic Lands Outfall Easement
 Template approved as to form this
 10th day of January 2022
 Jennifer Clements, Assistant Attorney General

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REPRESENTATIVE ACKNOWLEDGMENT**

Notarized online using audio-video communication

STATE OF)
) ss.
County of)

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

This notarial act involved the use of communication technology.

Dated: _____, 20____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

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STATE ACKNOWLEDGMENT**

Notarized online using audio-video communication

STATE OF WASHINGTON)

) ss.

County of)

I certify that I know or have satisfactory evidence that ALEXANDRA K. SMITH is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for Forest Resilience, Regulation, Aquatics of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: _____, 20__

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

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EXHIBIT A

AGREEMENT NUMBER: Aquatic Lands Easement No 51-106374

1. LEGAL DESCRIPTION OF THE PROPERTY:

Lease Parcel B shown on that Record of Survey in Book 385 of Surveys at Pages 174-176, Recording No. 20180601900010 as recorded on June 1, 2018, records of King County, Washington.

2. SQUARE FOOTAGE OF EASEMENT:

Total square footage: 2,070

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EXHIBIT B**

1. DESCRIPTION OF PERMITTED USE

- A. Existing Facilities.** The Easement Property is located within Luther Burbank Park, which is authorized under Aquatic Lands Lease No. 20-B09917. Improvements in the Lease Property include a historic steam plant building (also known as the boiler building); public restrooms; waterfront plaza; fixed boat dock and supporting wood piling; fixed fishing pier and supporting wood piling; grated floating dock; grated steel gangway; bulkhead; off-leash dog area; recreational trails and nine non-lateral information and regulatory buoys. The park is open and maintained year-round and park amenities include a public restroom, fishing area, boat moorage and swimming beach.

Existing Improvements in the Easement Property include three stormwater outfalls (as shown in Figure 1 of Attachment 1 to Exhibit B):

- (A) One 8-inch diameter reinforced concrete pipe is an outlet for a pipe system that originates at the tennis courts and conducts storm and subsurface water through a series of catch basins (Figure 2 of Attachment 1 to Exhibit B). Total length of stormwater piping within the Property equals 136 feet.
- (B) One 4-inch diameter ductile iron pipe, embedded in the bulkhead of the concrete headwall and drains from the steam plant building roof (Figure 3 of Attachment 1 to Exhibit B). Total length of stormwater piping within the Property equals 28 feet.
- (C) One 6-inch diameter polyvinyl chloride pipe, located at the southernmost end of the Easement Property and is an outlet for a catch basin that collects road runoff on a short gravel road (Figure 4 of Attachment 1 to Exhibit B). Total length of stormwater piping within the Property equals 43 feet.

These outfalls conduct water to the lake from landscapes that are managed with low levels of disturbance and input. Most probable contaminants to Lake Washington are silt and herbicide breakdown products. Because of mitigation and buffers, actual contamination is expected to be minimal or non-existent.

- B. Proposed Work.**
Grantee proposes no new facilities or Work.

2. ADDITIONAL OBLIGATIONS

State has not authorized Grantee to conduct any Work on the Easement Property. Where Work will need to be conducted to meet the Additional Obligations below, Grantee shall

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obtain State's prior written consent in accordance with Section 7.3 of this Easement and obtain all necessary regulatory permits prior to commencing such Work.

- A. At the time of application to renew the NPDES Permit, or every five (5) years, whichever is first, Grantee shall submit to State a report addressing progress to reduce discharges on state-owned aquatic land and associated biological communities. "Progress" means Grantee is analyzing or developing alternative treatment and/or disposal methods including, but not limited to, (1) reduction of inflow and infiltration; (2) groundwater recharge; (3) stream augmentation, industrial process supply, and/or agricultural application; (4) water conservation programs; (5) other water re-use projects; (6) low impact development; and (7) stormwater treatment processes.
- B. National Pollutant Discharge Elimination System (NPDES) permit
 - i. The NPDES Permit start date is August 1, 2019 and requires renewal in accordance with WAC 173-220-180.
 - ii. Grantee shall notify State when they contact the Washington State Department of Ecology to apply or renew a National Pollutant Discharge Elimination System (NPDES) permit.
 - iii. Grantee shall notify State of any proposed changes/additions/deletions to the NPDES permit and allow State a reasonable period to comment.
 - iv. Grantee shall submit to State all NPDES Outfall Evaluation Reports.

Aquatic Lands Outfall Easement
Template approved as to form this
10th day of January 2022
Jennifer Clements, Assistant Attorney General

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ATTACHMENT 1 TO EXHIBIT B**



Figure 1. Location of the three stormwater outfalls (A, B, and C).

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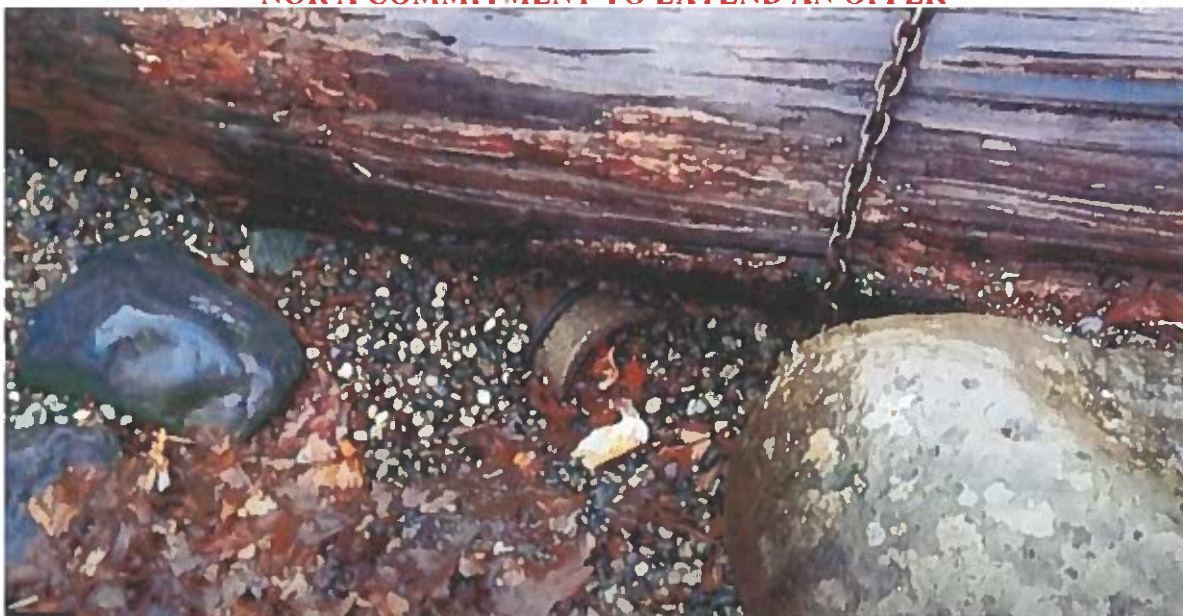


Figure 2. (A) One 8-inch diameter reinforced concrete pipe (2017).



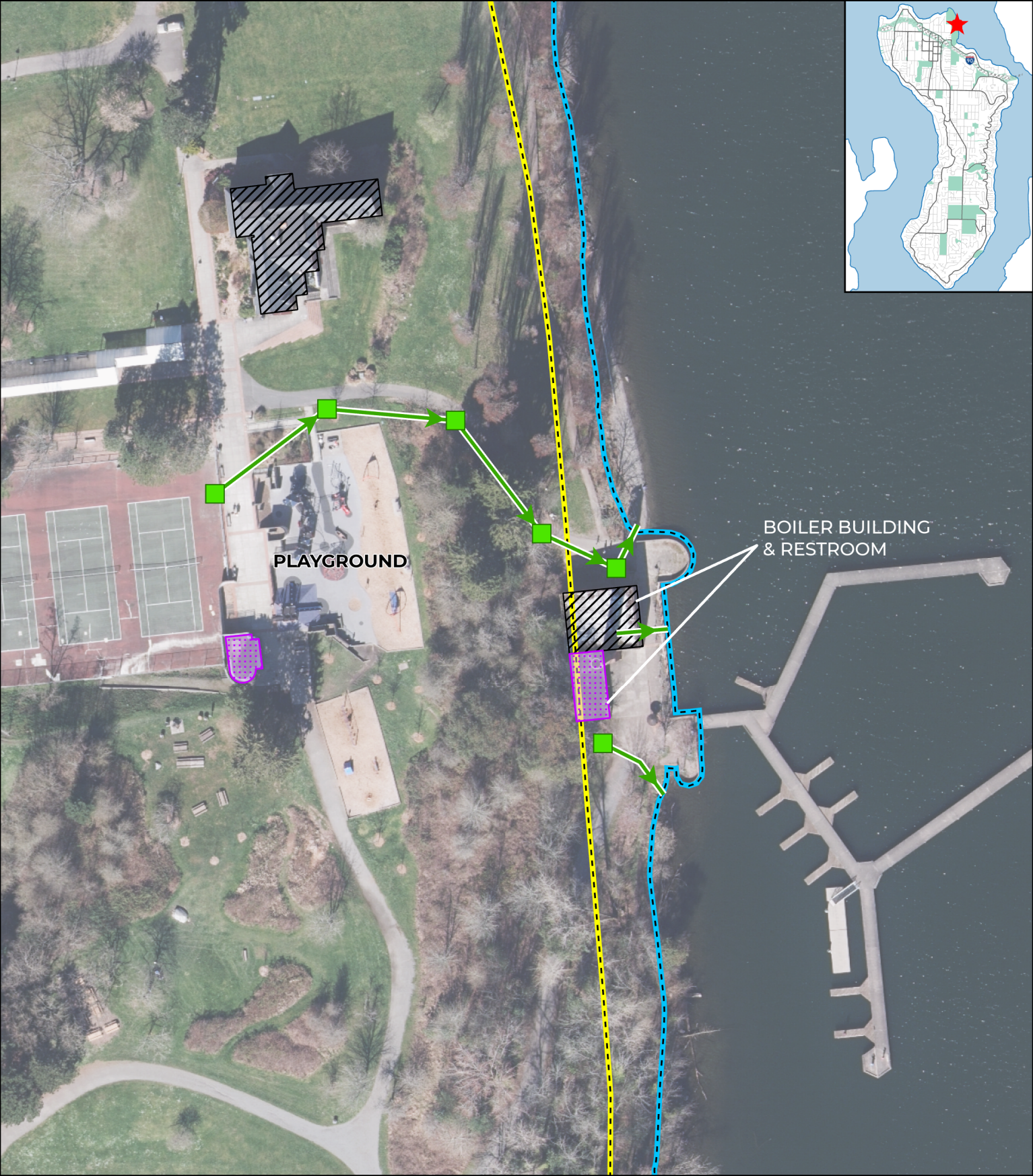
Figure 3. (B) One 4-inch diameter ductile iron pipe (2015).

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Figure 4. (C) One 6-inch diameter polyvinyl chloride pipe (2015).

Stormwater Outfalls in Luther Burbank Leased Aquatic Lands





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6409
February 20, 2024
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6409: Realignment of Arts Council Position Terms and Expiration Dates	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Adopt Ordinance No. 24C-01 realign Arts Council position terms and expiration dates.	

DEPARTMENT:	Administrative Services
STAFF:	Ali Spietz, Chief of Administration Andrea Larson, City Clerk Ryan Daly, Recreation Manager
COUNCIL LIAISON:	Ted Weinberg
EXHIBITS:	1. Ordinance No. 24C-01
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to amend the Mercer Island City Code ([MICC 3.55.030\(B\)\(3\)](#)) to realign Arts Council position terms and expiration years.

BACKGROUND

The Mercer Island Arts Council was founded in 1985 as an eleven-member board ([AB 1764](#)). In 2018, through Ordinance No. 19C-01 ([AB 5519](#)), the City updated the code language for the City's boards and commissions (Planning Commission, Design Commission, Utility Board, Arts Council, and Parks & Recreation Commission). That update established the maximum board/commission size at seven members except for the Arts Council.

In 2018, the Arts Council had eleven members with two departing, and Ordinance No. 19C-01 reduced the size of the Arts Council from eleven members to nine members. In 2021, Ordinance No. 21C-13 ([AB 5893](#)) further reduced the Arts Council membership from nine members to seven members.

ISSUE/DISCUSSION

As a result of the Arts Council restructuring in 2018 and 2021 the position numbers and term expiration years do not line up with what is written in [MICC 3.55.030\(B\)\(3\)](#).

The proposed code amendment in Ordinance No. 24C-01 (Exhibit 1) will amend MICC 3.55.030(B)(3) to correct the misalignment and set terms for when each Arts Council position expires. Terms will be set so there are not more than two positions expiring per year. The proposed amendment also aligns with the current membership term expirations.

In addition, Ordinance No. 24C-01 is considered a housekeeping ordinance, and the City Manager recommends that it be adopted by the City Council at first reading pursuant to Section 6.3(C) of the City Council [Rules of Procedure](#).

RECOMMENDED ACTION

Adopt Ordinance No. 24C-01 amending MICC 3.55.030(B)(3) to realign Arts Council position terms and expiration dates.

**CITY OF MERCER ISLAND
ORDINANCE NO. 24C-01**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,
AMENDING MERCER ISLAND CITY CODE 3.55.030(B) TO CHANGE THE
TERM EXPIRATIONS OF POSITIONS FOR THE MERCER ISLAND ARTS
COUNCIL; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the Mercer Island Arts Council currently has seven members whose term expirations are inconsistent to other City boards and commissions, which typically have no more than two positions expire each year; and

WHEREAS, it is logical to align the Mercer Island Arts Council position term expirations consistent with other City boards and commissions;

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

Section 1: MICC 3.55.030(B) Amended. Subsection (B) of MICC 3.55.030 is hereby amended as follows:

3.55.030 Membership.

...

B. Members.

1. Number. The Mercer Island arts council shall consist of seven members, serving in non-partisan positions.

2. Residency. City residency is required.

3. Terms. The term of each member is four years and expires on May 31 of the last year of the term or until the member's successor is appointed and qualified. The year of expiration of the terms of the positions shall be staggered as follows: positions 1 and 2; positions 3 and 4; positions 5 and 6; position 7 ~~with the following groups of positions expiring in successive years: positions 1, 2 and 3; positions 4 and 5; positions 6 and 7.~~

4. Term Limits. Preference shall be given to applicants who have served fewer than two full consecutive terms. If a member is appointed to a vacancy with two or more years remaining on the term, that term will be deemed a full term. If a member is appointed to a vacancy with less than two years remaining in the term, that term will not count toward the two-consecutive-term limit. In the event there are two or more applicants for a position, and an applicant has previously served two full consecutive terms, preference shall be given to the applicant(s) who has not previously served two full consecutive terms.

5. Staff Liaison. The city manager shall appoint a staff liaison to assist with support services for the Mercer Island arts council. Such staff support shall include, but not be limited to, the development of work plans and schedules, guidelines and procedures, correspondence, and agenda preparation and distribution.

6. Council Liaison. The mayor and deputy mayor shall annually designate one councilmember to serve as a liaison between the city council and the Mercer Island arts council.

...

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

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

PASSED by the City Council of the City of Mercer Island, Washington at its meeting on the 20th day of February 2024 and signed in authentication of its passage.

CITY OF MERCER ISLAND

Salim Nice, Mayor

Approved as to Form:

ATTEST:

Bio Park, City Attorney

Andrea Larson, City Clerk

Date of Publication: _____



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6408
February 20, 2024
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6408: Briefing on the ARCH Strategic Planning Process	<input checked="" type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Receive briefing and provide input on the ARCH Strategic Plan.	

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, Community Planning and Development Director Alison Van Gorp, Deputy Director Lindsay Masters, ARCH Executive Director
COUNCIL LIAISON:	n/a
EXHIBITS:	1. ARCH Letter to Member City Councils and Draft Strategic Plan Summary
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to gather City Council input on ARCH's draft strategic plan.

- Mercer Island is a member of ARCH (A Regional Coalition for Housing) and like the other local government members, Mercer Island sits on the Executive Board and helps to drive the strategic direction of the organization, set annual budgets and work plans, and provide guidance and oversight of the organization's work.
- ARCH commenced a strategic planning process in mid-2023 and has now produced a summary of the draft strategic plan for review.
- City Council feedback on the draft strategies included in Exhibit 1 will be shared with the ARCH Executive Board to inform further refinement of the strategic plan.

BACKGROUND

ARCH was established in 1993 by an [Interlocal Agreement](#) to create and preserve affordable housing throughout the greater East King County community. Member jurisdictions include Beaux Arts Village, Bellevue, Bothell, Clyde Hill, Hunts Point, Issaquah, Kenmore, King County, Kirkland, Medina, Mercer Island, Newcastle, Redmond, Sammamish, Woodinville, and Yarrow Point. By participating in ARCH, member cities are part of a joint and cooperative undertaking to collectively plan for and provide affordable housing in East

King County communities. ARCH staff serve as additional housing staff to each member city and coordinate with member city staff in various housing-related projects, plans, and services.

Like other local government members, Mercer Island contributes annually to ARCH to provide administrative support for the organization's housing activities and capital support for the creation and preservation of affordable housing. The coordinated approach used by ARCH provides for an efficient use of resources in fulfilling each member city's obligations under the Washington State Growth Management Act (GMA) to make adequate provisions for the existing and projected housing needs of all economic segments of the community (RCW 36.70A.070(2)), as well as sharing resources with regional partners in the provision and administration of affordable housing.

The 2023 ARCH administrative budget and work plan, approved by the City Council in September 2022 ([AB 6155](#)), included an objective of conducting a strategic planning process under the guidance of the ARCH Executive Board. That strategic planning process was initiated in mid-2023. A consultant was hired, and a Strategic Planning Committee was formed from members of the Executive Board to help guide the process.

The full Executive Board participated in two half-day planning workshops in August 2023 and November 2023. Deputy CPD Director Alison Van Gorp represented the City at these workshops. In addition, a survey was circulated in late October 2023 to member elected officials, planning commissions, and staff as well as housing developers, operators and service providers, advocacy organizations and others. With all this input, the Committee and the consultant team outlined a draft strategic plan.

ISSUE/DISCUSSION

Exhibit 1 includes a cover letter from Kurt Triplett, Strategic Planning Committee Chair and Kirkland City Manager, and a summary of the draft strategic plan. This document represents the recommendations of the Strategic Planning Committee and was shared with the Executive Board, as well as the member jurisdictions more broadly, for feedback. The Executive Board has not yet taken any action on the draft, and further review and discussion at the Board level is planned for the February and March Executive Board meetings, with action likely to be taken in March.

The purpose of the strategic plan is to guide the ARCH Executive Board in achieving the goal of building more affordable housing faster. The draft plan sets out high-level strategies aimed at achieving this objective in the coming years.

The strategies were developed considering ARCH's mission and identity, the decision criteria included in Exhibit 1, input from stakeholders and an assessment of the key barriers to increasing ARCH's impact as a coalition. These strategies are intended to be implemented through the ongoing work of the ARCH Executive Board, member councils, and other key partners. Specific action steps and success measures will be developed by the Board, in tandem with the development of ARCH's annual work program and budget.

Draft Strategies

The draft Strategic Plan includes strategies in the following four areas. Please see Exhibit 1, pages 6-7, for more details on the draft strategies.

1. **Governance and Administration:** Organizational and governance strategies to streamline decision-making, empower the coalition to tackle major policy challenges, and increase education and engagement by members' elected officials.

2. **Affordable Housing Policy, Legislation and Funding:** Strategies to advance targeted state and regional policy efforts that increase funding and reduce barriers that contribute to the cost of affordable housing development.
3. **Local Policy and Planning:** Maintaining support for individual planning efforts at the local level while increasing support for high impact special projects and strategies to help advance more affordable housing faster.
4. **Program Implementation: Housing Investments and Incentives, Preservation and Stewardship:** Continuing to provide a cost-effective vehicle for implementing local funding and incentive programs and stewarding the affordable housing assets created through those programs, while relying on partners to meet the broader set of needs of low- and moderate-income renters and homeowners.

During the planning process, City staff advocated strongly for the inclusion of an advocacy role for ARCH at the state and regional levels, helping to guide conversations in Olympia, at the Puget Sound Regional Council, and King County related to affordable housing policy and funding. The City also strongly supported continued investment in assisting member jurisdictions with local implementation of affordable housing policies and programs. ARCH will be instrumental in assisting local planning staff with the implementation of recent housing legislation, including HB 1220 and HB 1110. City staff are pleased to see these strategies included in the draft plan, along with other important opportunities to improve on and make more efficient ARCH's existing operations.

City Council Feedback

Lindsay Masters, Executive Director of ARCH, will be attending the Council meeting to make a brief presentation on the draft strategies and will be available for questions and to receive input from the City Council. This input will be brought forward to the ARCH Executive Board and staff at the March board meeting.

NEXT STEPS

Input provided at the February 20 City Council meeting will be used to provide feedback to the ARCH Executive Board, staff, and consultant team on the draft Strategic Plan. ARCH expects to further refine and finalize the Strategic Plan in the spring, after receiving member jurisdiction feedback. Once the Strategic Plan is finalized, the ARCH Executive Board will be charged with stewarding the goals and strategies that are identified. This will be reflected in future annual budgets and work plans that member jurisdictions will be asked to approve.

RECOMMENDED ACTION

Receive briefing and provide input on the ARCH draft Strategic Plan.



TOGETHER CENTER CAMPUS
16305 NE 87TH ST, SUITE 119
REDMOND, WA 98052
425-861-3677

January 19, 2024

Dear Mayors and Councilmembers of ARCH Member Cities,

Last summer, A Regional Coalition for Housing (ARCH) announced the start of a strategic planning process to help determine ARCH's strategic priorities over the next several years. We committed to invite input from stakeholders and provide updates along the way. It has been my privilege to serve as the Chair of the Strategic Planning Committee since that announcement. I'm happy to share that Strategic Planning Committee has presented the ARCH Executive Board with a draft strategic plan with specific strategies ready to share. Our focus as a committee was to propose proactive but pragmatic strategies that would "build more affordable housing faster." I am truly grateful for the thoughtfulness and dedication of the committee members. The strategies we are proposing are intended to provide **high-level direction** that will be implemented over time through ARCH's normal processes. The recommendations are built on the foundation that ARCH is a "coalition of the willing" and consistent with that history, the draft plan itself does not commit any member to a particular outcome. Member jurisdictions' elected councils will continue to be critical partners and decision-makers to implement individual strategies, both in their role in approving ARCH's year-to-year budget and work plans and acting on specific policies and actions within their jurisdictions. We welcome your feedback!

We hope you agree that this draft plan is a recognition of the unprecedented need for affordable housing in our communities, and a thoughtful approach to positioning our coalition to be more effective in meeting those needs. Building more affordable housing faster will take commitment by ARCH's members, and a willingness to come together as a coalition in advancing shared strategies.

The Board will be convening in the next month to incorporate feedback and finalize the plan. Please share any thoughts you have on the draft with your ARCH Board Member. If you have any questions, please don't hesitate to contact Lindsay Masters, ARCH Executive Director at LMasters@bellevuewa.gov or 425-861-3677.

Thank you,

Kurt Triplett
Kirkland City Manager
Chair, Strategic Planning Committee

ARCH MEMBERS

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS
POINT ♦ ISSAQUAH ♦ KENMORE ♦ KIRKLAND ♦ MEDINA ♦ MERCER
ISLAND ♦ NEWCASTLE ♦ REDMOND ♦ SAMMAMISH ♦ WOODINVILLE ♦ YARROW
POINT ♦ KING COUNTY

Building More Affordable Housing Faster

A Regional Coalition for Housing

DRAFT STRATEGIC PLAN

EXECUTIVE SUMMARY

January 2024



Background

A Regional Coalition for Housing (ARCH) was founded in 1992 as a joint undertaking of local jurisdictions to address the growing need for affordable housing in East King County. In the last three decades, ARCH has expanded its membership and established a successful model for bringing cities together to take cooperative action on affordable housing policies, programs and investments, resulting in the creation or preservation of over 9,000 units of housing for low and moderate income households. At the same time, the dramatic growth in need for affordable housing has created greater pressure on ARCH's efforts and a widening gap in resources to effectively meet that need.

In 2023, the ARCH Executive Board initiated a strategic planning process that builds on recent organizational assessments and examines broader organizational challenges and opportunities. Many stakeholders were invited to provide input during development of the plan, including member jurisdictions' elected officials, planning commissioners and staff; for-profit and nonprofit housing developers, operators and service providers; advocacy organizations and others. The resulting Strategic Plan creates a framework that will help align and guide the Board to move several key strategies forward over the coming years. These strategies are organized as follows:

- **Governance and Administration:** Organizational and governance strategies to streamline decision-making, empower the coalition to tackle major policy challenges, and increase and education and engagement by members' elected officials
- **Affordable Housing Policy, Legislation and Funding:** Strategies to advance targeted state and regional policy efforts that increase funding and reduce barriers that contribute to the cost of affordable housing development
- **Local Policy and Planning:** Maintaining support for individual planning efforts at the local level while increasing support for high impact special projects and strategies to help advance more affordable housing faster
- **Program Implementation: Housing Investments and Incentives, Preservation and Stewardship:** Continuing to provide a cost-effective vehicle for implementing local funding and incentive programs and stewarding the affordable housing assets created through those programs, while relying on partners to meet the broader set of needs of low- and moderate-income renters and homeowners

In addition to the draft strategies, the planning process has helped to refine and strengthen ARCH's identity and intended role, and establish key criteria for future decisions. These elements will assist the ARCH Executive Board as it continually evaluates and adjusts strategies over time.

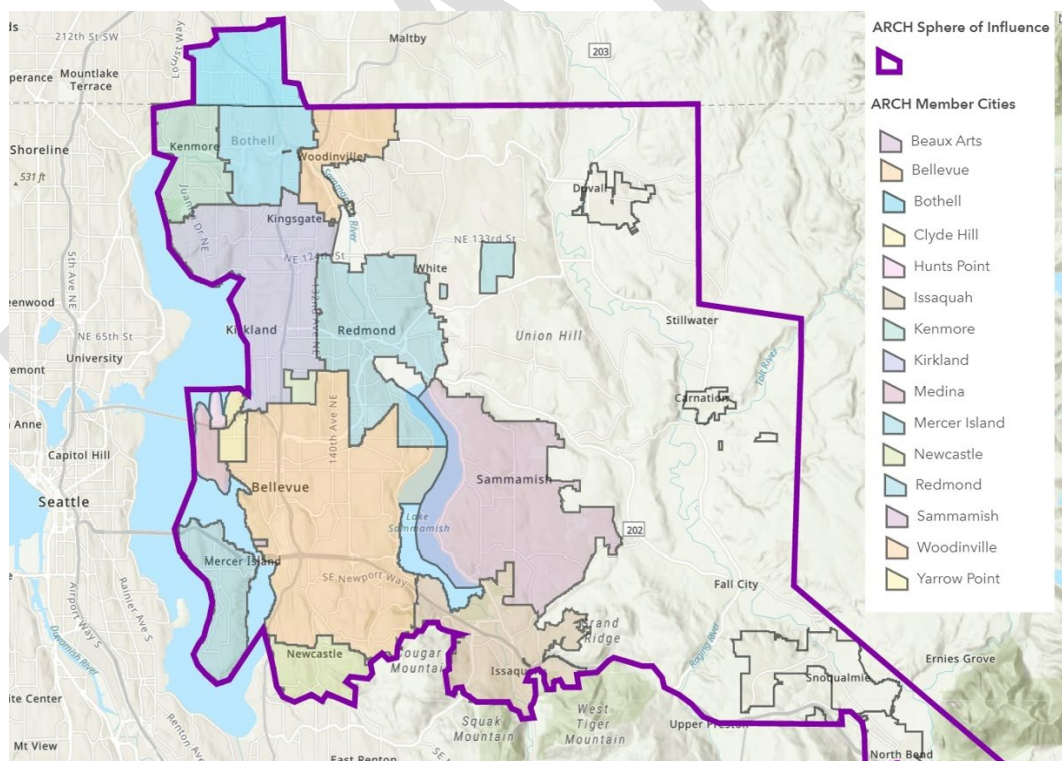
ARCH Mission and Identity

ARCH's Mission is to preserve and increase housing for low- and moderate-income households in East King County.

ARCH members work to achieve this mission by collaborating on shared goals, policies, and strategies, including:

- Coordinating public resources and attracting greater private investment into affordable housing;
- Sharing technical resources and staff between jurisdictions to create a sound base of housing policies and programs;
- Effectively stewarding affordable housing created through local policies and investment;
- Providing one clear point of contact for affordable housing development
- Directly engaging the community with information and expertise; and
- Advancing policies that will help create more affordable housing faster.

Who We Serve: Our mission supports **people who need affordable housing** on behalf of the sixteen member jurisdictions that ARCH represents.



ARCH's Strategic Advantages

To assess where ARCH is uniquely positioned to carry out our mission, we examined the landscape of similar organizations, partners and providers and asked for input from our partners and stakeholders. The following strategic advantages help define who ARCH is and where we can deliver superior programs and services to achieve our mission.



We are a unique coalition of East King County jurisdictions that can address issues, leverage opportunities, and allocate resources more effectively than any single jurisdiction.



We provide expertise on all facets of affordable housing – including complex data analysis, policy, planning, financing, development, and operations.



We have earned credibility and trust through our sustained and focused commitment to the preservation, development, and operations of affordable housing.

Decision Criteria

We use the following questions to evaluate our strategies:



Proposed Strategies

How do we build more affordable housing faster?...

The following framework sets out a series of high-level strategies aimed at the challenge of **building more affordable housing faster**. The strategies were developed considering ARCH's mission and identity, the decision criteria listed above, input from stakeholders and an assessment of the key barriers to increasing our impact as a coalition. These strategies are intended to be implemented through the ongoing work of the ARCH Executive Board, member councils and other key partners. Specific action steps and success measures will be developed by the Board, in tandem with the development of ARCH's annual work program and budget.

Governance and Administration

ARCH has served as a successful national model for over 30 years, with a governance model designed to mirror the structure and decision-making within local jurisdictions. This model has yielded significant achievements through voluntary efforts as individual jurisdictions have been ready to make investments and adopt supportive policies.

To keep pace with the current and increasing affordable housing need, **ARCH will pursue organizational and governance changes that streamline decision-making, empower the coalition to tackle major policy challenges, and increase education and engagement by members' elected officials in affordable housing.**

Strategies:

- **Elected Official Education and Engagement**
 - *Engage with members' elected officials to build deeper understanding and support for affordable housing, key policy and funding tools, and ARCH's role in meeting the needs of low-income households*
- **Governance Change Analysis**
 - *Evaluate and pursue long-term changes to ARCH's legal and governance structure that better advance its mission – including exploring the role of elected officials*
- **Streamline Decision-Making and Approval Processes**
 - *Implement streamlined approvals within limits of current ILA (e.g., Board approval of biennial budget and work plan, placement of council approvals on consent)*
- **Organizational Values / DEI**
 - *Establish values that incorporate how ARCH furthers diversity, equity, inclusion and belonging in the work it does*

State and Regional Policy and Funding Engagement

In recent years, state legislation has been the impetus for major policy shifts on affordable housing, resulting in local governments having increased responsibility to plan for and accommodate housing affordable at all income levels, and new state mandates increasingly driving local policy and planning decisions. At the same time, significant funding and policy barriers continue to create challenges for communities to be successful in developing more affordable housing.

To respond to these challenges and build on a long and successful track record of pooling and leveraging local investments into affordable housing, **ARCH will focus on targeted state and regional policy efforts that increase funding and reduce barriers that contribute to the cost of affordable housing development.**

Strategies:

- **Targeted State and Regional Policy Efforts**
 - *Support cooperative efforts across the coalition on select, targeted state and regional legislation and funding that supports creating more housing faster*
 - *Serve as a policy resource, connecting members with data and other key information that elevates the need for funding and reducing policy barriers that slow down or increase the cost of development*
 - *Support coordination of legislative advocacy in areas supported by members and pursue opportunities to advocate as a coalition*

Local Policy and Planning

ARCH's involvement in local planning has enabled cities to advance common affordable housing policies, strategies and code provisions over time while recognizing that individual cities may be ready to move policies forward at different times. ARCH will continue to serve as a resource for individual members in planning for affordable housing and **dedicate new capacity to supporting important local policy priorities that are applicable to a majority of its membership, and high impact special projects that result in creating more affordable housing faster.**

- **Support Member Requests and Convene on Key Issues.**
 - *Evaluate member requests using ARCH's strategy screen and determine which to support; add capacity if priority needs continue to grow.*
- **Advice on Surplus Land and Other Local Strategies.**
 - *Provide specialized expertise in affordable housing development and financing to inform evaluation of surplus land, feasibility studies, RFP development, zoning/incentive strategies, and other local strategies to advance affordable housing.*

Program Implementation: Housing Investments and Incentives, Preservation and Stewardship

ARCH's coordinated approach to local housing investment and program implementation has led to the successful expansion of affordable housing incentives across ARCH members and created an efficient model for shared administration, with common code provisions and templates for affordable housing agreements, a streamlined process to access capital funding, and a centralized system for monitoring and stewardship. These accomplishments are core to ARCH's work, with many benefits including staffing efficiencies for members, maximizing leverage of local resources, consistency and predictability for developers and property managers, flexibility to accommodate diverse housing across jurisdictions, and a shared pool of institutional knowledge on policy and implementation.

To build on this foundation, ARCH will continue to be an efficient, cost-effective vehicle for members to implement local funding and developer incentive programs and steward the affordable housing assets created through those programs. With limited resources available, ARCH will focus on partnerships to streamline its work and support the broader range of needs of low-income renters and homeowners.

- **Capital Investments, Developer Incentives**
 - *Continue to serve as the central point of contact for capital funding applications and affordable housing incentives, and provide technical assistance for affordable housing developers in East King County*
 - *Encourage collective increases in local contributions to affordable housing through ongoing guidance on parity goals*
- **Preservation and Stewardship**
 - *Maintain and improve essential monitoring and stewardship functions unlikely to be taken on by others and partner to accomplish other functions wherever possible*
 - *Continue to develop and modernize data systems to streamline operations*
- **Affirmative marketing**
 - *Foster inclusive communities through promoting affirmative marketing and community partnerships, including developing a toolkit / best practices for a range of projects and programs*

Strategic Plan Implementation

The first year of the proposed Strategic Plan is focused on investigating and preparing to launch specific strategies. This will include further work by the ARCH Executive Board to develop specific budget and work plan proposals for 2025-26, including staffing needs, as well as action steps and success measures for each strategy. Additional staffing and/or consultant capacity is expected to be needed to support areas where ARCH plans to invest more energy—particularly government affairs and education, as well as specialized expertise to advance local affordable housing strategies and projects. These efforts are intended to help us tackle major state and regional policy issues that will create the tools and conditions for our success, as well as provide targeted local support that results in building more affordable housing faster.

As with ARCH's typical process, specific budget and work plans will be developed through the cooperative efforts of the ARCH Executive Board, with ultimate approval required by member councils. In addition, the Board will continue to review this Plan and make adjustments each year to respond to new conditions and opportunities. While we know this work will entail significant challenges, we also believe that **through the collaborative efforts of ARCH's member jurisdictions, East King County can be a thriving, inclusive community where the housing needs of people of all income levels are met.**



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6411
February 20, 2024
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6411: Readoption of 2021 Construction Code Updates (Ordinance No. 24C-02, First Reading & Adoption)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Adopt Ordinance No. 24C-02 amending MICC Chapter 17 with the updated editions of the Construction Codes to be effective on March 15, 2024, as mandated by the State of Washington.	

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, Community Planning and Development Director Don Cole, Building Official Jeromy Hicks, Fire Marshall
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 24C-02 2. Summary of Significant Code Changes
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to re-adopt state-mandated updates to the City's construction codes to improve public safety and welfare by staying current with new code requirements. Typically, the model codes are updated on a three-year cycle and the state then mandates adoption by local jurisdictions.

- In early May 2023, City Council adopted Ordinance No. 23C-04 ([AB 6262](#)), with the updated editions of the construction codes to be effective on July 1, 2023, as mandated by the State of Washington.
- In late May 2023, the Washington State Building Code Council (SBCC) delayed the adoption of the updated construction codes for 120 days to October 29, 2023, to consider modifications to the energy codes.
- In June 2023, City Council adopted Ordinance No. 23C-07, repealing Ordinance No. 23C-04 ([AB 6284](#)), maintaining the current construction codes in MICC Title 17.
- In October, the SBCC delayed implementation a second time to March 15, 2024.
- Mercer Island must adopt the state-mandated construction codes no later than March 15, 2024.
- Additional construction code amendments are also recommended to align with regional model codes.

Since City Council's original adoption of these updates in the spring of 2023, there were additional changes made to the Energy Code as well as the Wildland Urban Interface Code. Both codes remain controversial, and opponents may still petition the Governor, the Joint Administrative Rules Review Committee, or a Court to take different action. Meanwhile, current state law mandates local adoption of state-mandated construction codes by March 15, 2024. Given this required effective date, and the Mercer Island Reporter's publishing deadlines, staff recommends that Ordinance No. 24C-02 be adopted at first reading pursuant to [City Council Rule of Procedure](#) 6.3(C)(3), thereby ensuring it is published and takes effect by the mandated deadline.

BACKGROUND

2021 Construction Code Adoption

As mandated by the State of Washington, City staff prepared the 2021 updated construction codes for City Council review and adoption in Q2 2023. On May 2, 2023, the City Council approved [Ordinance No. 23C-04](#) adopting the 2021 construction codes with an effective date of July 1, 2023 ([AB 6262](#)).

However, on May 24, 2023, the SBCC voted to delay the implementation of the 2021 Washington State Building Codes under emergency rule for 120 days, starting on June 30, 2023. The SBCC also voted to enter rulemaking to revise portions of the 2021 Washington State Energy Code (residential and commercial) that would mitigate legal risks for Washington State based on new legal precedent from a recent decision of the Ninth Circuit Court (see more information below).

Reason for Delay and Subsequent Actions Taken by the Washington State Building Code Council

These actions were taken during a Special Meeting of the SBCC that was called to address legal uncertainty stemming from the decision in [California Restaurant Association v. City of Berkeley](#) issued April 18, 2023, by the Ninth Circuit Court of Appeals. The ruling states that the City of Berkeley cannot enforce a ban on natural gas piping installation in new buildings, finding that the U.S. Energy Policy and Policy Conservation Act (EPCA) preempts the city's regulation. A more thorough legal analysis of the Ninth Circuit decision and its potential implications is available [here](#).

At the May 24 Special Meeting, the SBCC directed its staff to convene Technical Advisory Groups to consider stakeholder proposals to modify sections in the commercial and residential energy codes to mitigate legal risks. After which, on November 28, 2023, the SBCC adopted rulemaking stating the following purpose, "to modify sections in the commercial and residential energy codes to address the legal uncertainty stemming from the decision in *California Restaurant Association v. City of Berkeley* recently issued by the Ninth Circuit Court of Appeals. While the requirements in the 2021 Washington State Energy Code are not exactly analogous to the Berkeley prohibition on gas infrastructure, the Council moved forward to address the ruling expanding the scope of the Energy Policy and Conservation Act of 1975 (EPCA) preemption provisions. The Council sought public input on areas where the code may be impacted by a preemption issue and developed a proposed rule addressing those areas while retaining the efficiency gains made towards the goal of RCW 19.27A.160".

The foremost change provides for a fossil fuel compliance pathway to allow fossil fuel appliances with modified requirements including higher energy efficiencies, additional energy credits, and providing for electrification readiness.

ISSUE/DISCUSSION

2021 STATE CONSTRUCTION CODE MANDATE

Effective March 15, 2024, Washington statutes require all jurisdictions in the state to adopt and enforce the following updated Construction Code editions as adopted and amended by the State of Washington:

- 2021 International Building Code (IBC)
- 2021 International Residential Code (IRC)
- 2021 International Mechanical Code (IMC)
- 2021 International Fuel Gas Code (IFGC)
- 2021 Uniform Plumbing Code (UPC)
- 2021 International Fire Code (IFC)
- 2021 International Existing Building Code
- 2021 International Swimming Pool and Spa Code
- 2021 International Wildland-Urban Interface Code (WUIC)
- Washington State Energy Code (WSEC)
- Washington Cities Electrical Code (WCEC)

Proposed Ordinance No. 24C-02 (Exhibit 1) updates Mercer Island City Code Title 17 to re-adopt the updated State Construction Codes. Except for items presented in the section titled “Optional Changes,” the proposed changes to the existing construction codes are limited to code changes deemed necessary to provide conformity with mandated updates or for clarification purposes.

MANDATED CHANGES

The mandated code updates include hundreds of changes with various levels of impact on safety, energy efficiency, construction costs, and more. For example, the updates include fire-resistive construction changes to improve fire and life safety and more stringent energy code requirements to improve energy efficiency. Both updates will result in small increases in construction costs. The analysis of such cost relationships was part of the state code adoption process.

Impactful and higher profile changes include:

- Increased regulation on fossil fuel appliances; stipulating higher energy efficiencies, additional energy credits and providing for electrification readiness,
- New requirements for heat pump space heaters and service water heaters,
- Provisions for electric vehicle (EV) charging infrastructure,
- Accessibility changes to accommodate larger wheelchairs, and
- Enforcement of the Wildland-Urban Interface Code.

A more detailed listing of significant code changes is provided in Exhibit 2.

OPTIONAL CHANGES

In addition to the mandated changes, the following optional changes were initially approved by Ordinance No. 23C-04 ([AB 6262](#)) and are again proposed to be adopted with the mandated changes in the construction codes update to align City requirements with those of other regional jurisdictions:

1. **Update the Administrative Provisions to remain consistent with the Regional Model Code (MyBuildingPermit.com).**

This proposed update includes minor alterations to the administrative provisions within the existing MICC Title 17, Construction Codes, enabling the Mercer Island Administrative Code to remain consistent with the regional model administrative code for cities participating within [MyBuildingPermit.com](https://www.mybuildingpermit.com). Examples include designating the authority for interpretations and enforcement, setting expiration criteria for permit applications and permits, and similar administrative provisions.

2. **Update the Fire Code as recommended by Zone 1 Fire Marshals.** Updates to the Fire Code are aimed at providing clarity to the adopted code as related to jurisdictional specific requirements. Furthermore, the recommended changes were modified to closely align with the City's regional partners to provide consistency for residents, business owners, and contractors.

Participation in the regional model codes for code administration and fire code requirements helps provide the following:

- Permit applicants will have consistent administration and enforcement when working in the region (MyBuildingPermit.com and Zone 1 Fire Marshal jurisdictions).
- A single reference to one administrative provision for all construction codes rather than eleven different codes created by multiple organizations.
- Resolves conflicts between administrative provisions within various adopted codes – IBC, UPC, NFPA, NEC, etc.
- Resolves conflicts, aligns, and provides administrative provisions consistent with other MICC provisions (fees, violations, appeals, etc.)
- Simplifies the addition of administrative provisions that are not addressed within the differing construction codes (such as fees, violations, penalties, appeals, etc.).
- Creates less work when adopting and amending administrative provisions. Specifically, only one code is amended instead of eleven codes.

There are no other changes proposed to the construction codes beyond the state mandated changes and the two aforementioned items. It should be noted that local jurisdictions have little authority to adopt construction codes that differ from the state mandated codes. State law ([WAC 51-04-030](https://leg.wa.gov/wac/default.aspx?cite=51-04-030)) requires review and approval of local amendments to certain construction codes by the Washington State Building Code Council (SBCC). Locally adopted construction codes shall not become effective without approval from the SBCC.

OUTREACH AND TRAINING FOR STAFF AND BUILDING PROFESSIONALS

Extensive public outreach and training has occurred at various levels, statewide through the Washington Association of Building Officials (WABO) and regionally by MyBuildingPermit.com, both of which the City of Mercer Island is a member. Last year, MyBuildingPermit.com had training at its "I-Code Update Week" and WABO offered code update training at its "2023 WABO Annual Education Institute." This year, WABO will offer code update training in late March.

Locally, City staff are providing information regarding the significant code updates on the City's website, sending email communications to customers and answering specific questions regarding the updates. Staff participates in the development of low-cost 2021 Code update training seminars targeted at contractors and design professionals, along with providing informational handouts and website information.

NEXT STEPS

Adopting the ordinance on February 20, 2024, will provide for the updated Construction Codes to take effect on March 15, 2024, as mandated by the State of Washington.

RECOMMENDED ACTION

Adopt Ordinance No. 24C-02 amending MICC Chapter 17 with the updated editions of the Construction Codes to be effective on March 15, 2024, as mandated by the State of Washington.

**CITY OF MERCER ISLAND
ORDINANCE NO. 24C-02**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND AMENDING TITLE 17 OF
THE MERCER ISLAND CITY CODE, CONSTRUCTION CODES, BY ADOPTING
CERTAIN 2021 AMENDMENTS TO THE STATE BUILDING CODE, PROVIDING
FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, Washington statutes require all jurisdictions in the state to adopt by reference and enforce the updated versions of the Construction Codes throughout Washington; and

WHEREAS, the City Council of the City of Mercer Island has adopted by reference numerous Construction Codes for the health, safety and welfare of the community and general public as set forth in Title 17 of the Mercer Island City Code (MICC), Construction Codes, and

WHEREAS, the Washington State Building Code Council adopted the 2021 editions of the International Codes, and all jurisdictions in the state are required to adopt and enforce the 2021 International Codes effective July 1, 2023; and

WHEREAS, on May 2, 2023, the Mercer Island City Council adopted Ordinance No. 23C-04, adopting the 2021 editions of the International Codes to be effective on July 1, 2023, as required by the state of Washington; and

WHEREAS, on May 24, 2023, the Washington State Building Code Council voted to delay the July 1, 2023, effective date for all 2021 construction codes to address legal uncertainties; and

WHEREAS, on January 19, 2024, the Washington State Building Code Council reaffirmed its decision to require all jurisdictions in the state to adopt and enforce the 2023 International Code effective March 15, 2024; and

WHEREAS, the City of Mercer Island adopted the 2018 International Codes and wishes to adopt the 2021 amendments to the International Codes, to be effective March 15, 2024; and

WHEREAS, RCW 19.27.040 permits a city to amend the International Codes as they apply to that city, so long as the minimum performance standards of the Codes and the objectives enumerated in RCW 19.27.020 are not diminished; and

WHEREAS, Title 17 MICC was previously adopted and amended to be consistent with the regional model code established by jurisdictions participating within MyBuildingPermit.com; and

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

Section 1: **Title 17 MICC “Construction Codes” Amended.** The amendments to Title 17 MICC set forth in Exhibit A to this ordinance shall be adopted and become effective on March 15, 2024, but not sooner than the effective date of this ordinance.

Section 2: **Scrivener’s Errors.** The City Council authorizes the Building Official, Fire Marshal, and the City Clerk to correct any scrivener’s errors in Exhibit A.

Section 3: **Severability.** If any section, sentence, clause or phrase of this ordinance or any municipal code section amended hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance or the amended code section.

Section 4: **Effective Date.** This ordinance shall take effect and be in force 5 days after its passage and publication.

PASSED by the City Council of the City of Mercer Island, Washington at its meeting on the 20th day of February 2024 and signed in authentication of its passage.

CITY OF MERCER ISLAND

Salim Nice, Mayor

Approved as to Form:

ATTEST:

Bio Park, City Attorney

Andrea Larson, City Clerk

Date of Publication: _____

Chapter 17.01 INTERNATIONAL BUILDING CODE

17.01.010 Adoption.

The ~~2018-2021~~ 2009~~2017~~ Edition of the International Building Code (IBC), including the adoption of ICC/ANSI A117.1-2009~~2017~~, Requirements for Accessible and Useable Buildings and Facilities, as adopted and amended by the State Building Code Council in WAC Chapter 51-50, as published by the International Code Council, excluding Chapter 1, Administration, is adopted by reference, together with the following amendments and additions. The Construction Administrative Code, as set forth in chapter 17.14 MICC, shall be used in place of IBC Chapter 1, Administration. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

Exceptions. The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. "Temporary growing structure" means a structure that has the sides and roof covered with polyethylene, polyvinyl, or similar flexible synthetic material and is used to provide plants with either frost protection or increased heat retention. A temporary growing structure is not considered a building for purposes of this code.

The provisions of this code do not apply to the construction, alteration, or repair of temporary worker housing except as provided by rule adopted under RCW Chapter 70.114A or Chapter 37, Laws of 1998 (SB 6168).

"Temporary worker housing" means a place, area, or piece of land where sleeping places or housing sites are provided by an employer for his or her employees or by another person, including a temporary worker housing operator, who is providing such accommodations for employees, for temporary, seasonal occupancy, and includes "labor camps" under RCW 70.54.110.

- A. The following appendices of the ~~2018-2021~~ Edition of the International Building Code are also adopted by reference: Appendix E — Supplementary Accessibility Requirements, and Appendix H — Signs.

~~B. Miscellaneous.~~

~~1. Recyclable materials, compost, and solid waste storage.~~

~~i. For the purposes of this section, the following definitions shall apply:~~

~~a. Compost means biodegradable solid wastes that are separated for composting such as food waste, food-soiled paper and yard waste.~~

~~b. Recycled materials means those solid wastes that are separated for recycling or reuse, such as papers, metals and glass.~~

~~ii. All local jurisdictions shall require that space be provided for the storage of recycled materials, compost, and solid waste for all new buildings.~~

~~iii. The storage area shall be designed to meet the needs of the occupancy, efficiency of pickup, and shall be available to occupants and haulers.~~

~~Exception. Group R-3 and Group U occupancies.~~

(Ord. 21C-01 § 1 (Exh. A); Ord. 16C-04 § 1; Ord. 13C-06 § 1; Ord. 10C-03 § 1; Ord. 07C-04 § 1; Ord. 04C-12 § 4)

17.01.020 Amendments and additions.

- A. *IBC Section 202 Amended — Definitions, High-Rise Building.* Section 202 of the International Building Code is hereby amended to read as follows:

HIGH-RISE BUILDING. A building with an occupied floor or rooftop located more than 75 feet (22,860 mm) above the lowest level of fire department vehicle access.

- B. *IBC Section 312.1 Amended — Utility and Miscellaneous Group U, General.* Section 312.1 of the International Building Code is hereby amended to read as follows:

Section 312.1 — General. Buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy shall be constructed, equipped and maintained to conform to the requirements of this code commensurate with the fire and life hazard incidental to their occupancy. Group U shall include, but not be limited to, the following:

Agricultural buildings

Aircraft hangars, accessory to a one- or two-family residence (see Section ~~412.5~~412.4)

Barns

Carports

Communication equipment structures with a gross floor area of less than 1500 square feet (139 square meters)

Fences more than 6 feet (1,829 mm) high

Grain silos, accessory to a residential occupancy

Livestock shelters

Private garages

Retaining walls

Sheds

Stables

Tanks

Towers

Waterfront structures

- C. *IBC Section 405.8 Amended — Underground Buildings, Standby Power.* Section 405.8 of the International Building Code is hereby amended to read as follows:

Section 405.8 — Standby power and emergency power. A standby power system complying with Section 2702 shall be provided for standby power loads specified in Section 405.8.1. An emergency power system complying with Section 2702 shall be provided for the emergency power loads specified in Section ~~405.8.1~~405.8.2. Fuel-fired emergency generator sets and associated fuel storage, including optional generator sets, located more than 30 feet below the lowest level of exit discharge requires the approval of the Fire Code Official.

- D. *IBC Section 502.1 Amended — General Building Heights and Areas, General, Address Identification.* Section 502.1 of the International Building Code is hereby amended to read as follows:

Section 502.1 — New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting

the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than six (6) inches high with a minimum stroke width of 1/2 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

- E. *IBC Section 903.2 Amended — Fire Protection Systems, Automatic Sprinkler Systems, Where Required.* Section 903.2 of the International Building Code is hereby amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems shall be installed in all newly constructed buildings and structures with a gross floor area of 5,000 square feet or greater and shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

- F. *IBC Section 903.3.1.2 Amended — NFPA 13R Sprinkler Systems.* Section 903.3.1.2 of the International Building Code is hereby amended to read as follows:

Section 903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in one and two family dwellings shall be permitted to be installed throughout in accordance with NFPA 13R. One and two family dwellings 10,000 square feet and larger shall be installed in accordance with NFPA 13R or 13. Systems in accordance with NFPA 13R shall not be installed in R-1 or R-2 Occupancies.

- G. *IBC Section 903.4.3 Amended — Sprinkler System Monitoring and Alarms, Floor Control Valves.* Section 903.4.3 of the International Building Code is hereby amended to read as follows:

Section 903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

Exception: When approved by the Fire Code Official in NFPA 13D and NFPA 13R Systems.

- H. *IBC Section 907.2 Amended — Where Required—New Buildings and Structures.* Section 907.2 of the International Fire Code is hereby added to read as follows:

907.2 Where required—new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23. For all newly constructed buildings with a gross floor area of 3,000 or greater square feet an approved manual and automatic fire alarm system shall be installed.

Exceptions:

1. One- and two-family dwellings, Group R-3, Group R-4, and Group U Occupancies having adequate fire flow and approved access. Dwelling units shall have interconnected single station smoke detectors in accordance with RCW 48.48.140 and WAC Chapter 212-10.
2. Buildings under 10,000 square feet that are protected throughout by an approved and monitored automatic sprinkler system installed in accordance with section 903.3.1.1 unless required by other sections of this code.

The system shall provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

Exceptions:

1. The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.

2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.

Remodels and tenant improvements. When undergoing remodel and tenant improvements, existing occupancies equipped with smoke detectors that are 10 or more years old shall have all such detectors replaced with modern units. Those occupancies without the protection of smoke detection shall add a manual and automatic fire alarm system in accordance with the applicable requirements in this section and other sections that may apply.

Additions. Additions to existing buildings shall meet the requirements of, Remodels and Tenant improvements, for the whole building and additionally provide the same coverage level to the addition as the rest of the building unless authorized by the Fire Code Official.

- I. *IBC Section 1608.1 Amended — Snow Loads—General.* Section 1608.1 of the International Building Code is hereby amended to read as follows:

1608.1 Snow Loads—General. Design snow loads shall be determined in accordance with Chapter 7 of ASCE 7, but the design roof load shall not be less than that determined by Section 1607. Furthermore, the design roof snow load shall not be less than 25 pounds per square feet. When using this design roof snow load it will be left to the engineer's judgment whether to consider drift or sliding snow. However, the engineer shall consider a rain on snow surcharge of at least 5 pounds per square feet for roof slopes less than 5 degrees.

- J. *IBC Section ~~3112 Revised~~3116 Added* — *Waterfront Structures.* Section ~~3112~~ 3116 of the International Building Code is hereby added to read as follows:

SECTION ~~3112~~ 3116 — WATERFRONT STRUCTURES

Section ~~3112~~ 3116.1 General. In addition to other requirements of this code, all waterfront structures including but not limited to docks, piers, wharves, floats, mooring piles, anchor buoys, bulkheads, submerged or overhead wires, pipes, and cables, and any object passing beneath, through or over the water beyond the line of ordinary high water shall comply with the regulations of this section.

Section ~~3112~~ 3116.2 Approvals required. Before any permit for a new waterfront structure or revisions to an existing waterfront structure is issued by the building official, the applicant shall obtain prior approval from all applicable state and federal agencies.

- Section ~~3112~~ 3116.3 Definitions.** For the purposes of this section, certain terms are defined as follows:

BULKHEAD. A retaining wall or erosion-control structure along a waterfront.

COVERED WATERFRONT STRUCTURE. Any waterfront structure covered in whole or in part by a roof.

COVERED WATERFRONT STRUCTURE BUILDING AREA. The area lying directly beneath the portion of a structure covered by a roof.

SUBSTRUCTURE. That portion of the construction of a dock, pier, wharf or other similar waterfront structure below and including the deck.

SUPERSTRUCTURE. That portion of the construction of a dock, pier, wharf or other similar waterfront structure above the deck.

Section ~~3112~~ 3116.4 Construction Requirements. Waterfront structures shall comply with Sections ~~3112~~ 3116.4.1 through ~~3112~~ 3116.4.3.

Section ~~3112~~ 3116.4.1 Substructure. The substructure may be constructed of any materials allowed by this code. All decks shall sustain, within the limitations of this code, all dead loads plus a live load of not less than 100 pounds per square foot, assumed to act vertically. In addition to the live load requirement, all structures and every portion thereof shall be designed and constructed to resist a horizontal force of not less than 100 pounds per lineal foot acting at the deck line, in any direction.

Exception: For waterfront structures serving only a single dwelling, a live load of 40 psf may be used and a horizontal force need only be considered where applicable.

Section ~~31123116~~.4.2 Superstructure. The superstructure shall be designed and constructed to sustain all dead loads, live loads, and wind loads required by this code, and shall be constructed of any materials allowed by this code, except when the building area of a covered waterfront structure exceeds 1,000 square feet the entire superstructure and deck shall be constructed of noncombustible materials or as required for Type IV-HT Construction per IBC Section 602.4.

Section ~~31123116~~.4.3 Hardware. All hardware used structurally shall be of a corrosive-resistant metal such as aluminum, brass, copper, and stainless steel, or be completely protected by an approved corrosion-resistant metal, such as zinc.

- K. *IBC Appendix H, Section H101.3 Added — Signs, General, Conflict with Mercer Island City Code.* Appendix H, Section H101.3 of the International Building Code is hereby added to read as follows:

Section H101.3, Conflict with Mercer Island City Code. If any provisions of IBC Appendix H are in conflict with any provisions of the Mercer Island City Code, the applicable provisions of the Mercer Island City Code shall govern.

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Chapter 17.02 INTERNATIONAL RESIDENTIAL CODE

17.02.010 Adoption.

The ~~2018-2021~~ Edition of the International Residential Code (IRC), as adopted and amended by the State Building Code Council in WAC Chapter 51-51, as published by the International Code Council, is adopted by reference with the following additions, deletions and exceptions. Provided, that Chapter 1, Part 2, Administration and Enforcement, is not adopted and the Construction Administrative Code, as set forth in chapter 17.14 MICC, shall be used in place of IRC Chapter 1, Part 2, Administration and Enforcement. Provided, that Chapters 11 and 25 through 43 of the International Residential Code are not adopted. Provided, that the energy code is regulated by WAC Chapter 51-11R; the plumbing code is regulated by WAC Chapter 51-56; the electrical code is regulated as adopted by MICC 17.13.020. Provided, that the standards for liquefied petroleum gas installations shall be ~~2017~~ 2020 NFPA 58 (Liquefied Petroleum Gas Code) and ~~2018-2021~~ NFPA 54 (National Fuel Gas Code). Provided, that all other fuel gas installations shall be regulated by the International Mechanical Code and International Fuel Gas Code. Provided, that Appendix AF, Radon Control Methods, Appendix AQ, Tiny HomesHouses, and Appendix U, Dwelling Unit Fire Sprinkler Systems, and Appendix V, Fire Sprinklers, are adopted. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

Exceptions. The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. "Temporary growing structure" means a structure that has the sides and roof covered with polyethylene, polyvinyl, or similar flexible synthetic material and is used to provide plants with either frost protection or increased heat retention. A temporary growing structure is not considered a building for purposes of this code.

The provisions of this code do not apply to the construction, alteration, or repair of temporary worker housing except as provided by rule adopted under RCW Chapter 70.114A or RCW Chapter 37, Laws of 1998 (SB 6168). "Temporary worker housing" means a place, area, or piece of land where sleeping places or housing sites are provided by an employer for his or her employees or by another person, including a temporary worker housing operator, who is providing such accommodations for employees, for temporary, seasonal occupancy, and includes "labor camps" under RCW 70.54.110.

17.02.020 Amendments and additions.

A. *IRC Table R301.2(1) Amended.* International Residential Code Table R301.2(1) is hereby amended to read as follows:

TABLE R301.2

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

<u>GROUND SNOW LOAD^a</u> <u>(psf)</u>	<u>WIND DESIGN</u>				<u>SEISMIC DESIGN CATEGORY</u>	<u>SUBJECT TO DAMAGE FROM</u>			<u>ICE BARRIER UNDERLAYMENT REQUIRED</u>	<u>FLOOD HAZARD^e</u>	<u>AIR FREEZING INDEX</u>	<u>MEAN ANNUAL TEMP</u>
	<u>Speed^b</u> <u>(mph)</u>	<u>Topographic effects^c</u>	<u>Special wind region</u>	<u>Windborne debris zone</u>		<u>Weathering^d</u>	<u>Frost line depth</u>	<u>Termite</u>				
<u>25</u>	<u>98</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>D2</u>	<u>Moderate</u>	<u>12"</u>	<u>Slight to Moderate</u>	<u>No</u>	<u>NA</u>	<u>113</u>	<u>53 °F</u>
<u>MANUAL J DESIGN CRITERIA</u>												
<u>Elevation</u>		<u>Altitude correction factor</u>		<u>Coincident wet bulb</u>		<u>Indoor winter design dry- bulb temperature</u>		<u>Indoor winter design dry- bulb temperature</u>		<u>Outdoor winter design dry- bulb temperature</u>		<u>Heating temperature difference</u>
<u>338 feet</u>		<u>0.99</u>		<u>66 °F</u>		<u>72 °F</u>		<u>72 °F</u>		<u>24 °F</u>		<u>48 °F</u>
<u>Latitude</u>		<u>Daily Range</u>		<u>Indoor summer design relative humidity</u>		<u>Summer design gains 50% RH</u>		<u>Indoor summer design dry-bulb temperature</u>		<u>Outdoor summer design dry-bulb temperature</u>		<u>Cooling temperature difference</u>
<u>47°34'39"</u>		<u>M</u>		<u>50%</u>		<u>5</u>		<u>75 °F</u>		<u>83 °F</u>		<u>8 °F</u>

a. This is the minimum roof snow load. When using this snow load it will be left to the engineer's judgment whether to consider drift or sliding snow. However, rain on snow surcharge of 5 psf must be considered for roof slopes less than 5 degrees.

b. The basic wind speed is determined from the basic wind speed map in Figure R301.2(2). Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

c. Topographic effects (Wind Speed-up Kzt factor) shall be determined on a site-specific basis in accordance with Section R301.2.1.5.

d. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The grade of masonry units shall be determined from ASTM C34, C55, C62, C73, C90, C129, C145, C216 or C652.

e. The City of Mercer Island participates in the National Flood Insurance Program (NFIP); Regular Program (No Special Flood Hazard Area). Further NFIP participation information: CID 530083, Initial FHBM Identified 06/28/74, Initial FIRM Identified 05/16/95, Current Effective Map Date (NSFHA), Reg-Emer Date 06/30/97, 53033C0654G effective 8/19/2020.

IRC Table R301.2(1)
Climatic and Geographic Design Criteria

ROOF SNOW LOAD ^a (psf)	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			OUTSIDE DESIGN TEMP(F) — HEAT/COOL	ICE BARRIER UNDER- LAYMENT REQUIRED	FLOOD HAZARDS ^e	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed ^b (mph)	Topographic effects ^c	Special wind region	Windborne debris zone		Weathering ^d	Frost Line Depth	Termite					
25	110	Yes	No	No	D2	Moderate	12"	Slight to Moderate	83/24	No	N.A.	113	53
MANUAL J DESIGN CRITERIA													
Elevation		Latitude	Winter heating	Summer cooling	Altitude correction factor	Indoor design temperature		Design temperature cooling		Heating temperature difference			
338 feet		47° 34'39"	72°F max	75°F min	0.99	72°F		75°F		48°F			
Cooling temperature difference		Wind velocity heating	Wind velocity cooling	Coincident wet bulb	Daily range	Winter humidity		Summer humidity					
8°F		N.A.	N.A.	66	Medium	75%		68%					

^a—This is the minimum roof snow load. When using this snow load it will be left to the engineer's judgment whether to consider drift or sliding snow. However, rain on snow surcharge of 5 psf must be considered for roof slopes less than 5 degrees.

^b—The 110 mph Ultimate Design Wind Speed (3-second gust) as adopted by the 2018 IRC/ASCE 7-10 (or if using the IBC for structural design, the 98 mph Basic Design Wind Speed as adopted by the 2018 IBC/ASCE 7-16 may be used).

^c—Wind exposure category and Topographic effects (Wind Speed up Kzt factor) shall be determined on a site-specific basis by the Engineer of Record (components and cladding need not consider topographic effects unless otherwise determined by the engineer of record).

^d—Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

^e—The City of Mercer Island participates in the National Flood Insurance Program (NFIP); Regular Program (No Special Flood Hazard Area). Further NFIP participation information: CID 530083, Initial FHBM Identified 06/28/74, Initial FIRM Identified 05/16/95, Current Effective Map Date (NSFHA), Reg-Emer Date 06/30/97, 53033C0654G effective 8/19/2020.

B. **IRC AV107.2 Added.** International Residential Code Appendix V, Section AV107.2 is hereby added as follows:

AV107.2 Fire sprinklers in Existing Buildings. An approved automatic fire sprinkler system shall be installed throughout the residence in existing one-family and two-family dwellings (and townhouses) in accordance with Appendix U when undergoing a remodel or addition when the

construction value of all additions, alterations or repairs performed within a sixty-month period exceeds 50% of the value of the residence. Value shall be determined by a method approved by the fire code official.

C. *IRC AV107.3 Added.* International Residential Code Appendix V, Section AV107.3 is hereby added as follows:

AV107.3 Household Fire Alarm System. An approved Household Fire Alarm System shall be installed throughout the residence in existing one-family and two-family dwellings (and townhouses) that have deficiencies in Fire Flow, hydrants or access. This system shall be installed in accordance with NFPA 72 chapter 29 when undergoing a remodel or addition when the construction value of all additions, alterations or repairs performed within a sixty-month period is within 10% to 50% of the value of the residence. Value shall be determined by a method approved by the fire code official.

(Ord. 21C-01 § 1 (Exh. A); Ord. 17C-01 § 2; Ord. 16C-04 § 2; Ord. 13C-06 § 2; Ord. 10C-03 § 2)

Chapter 17.03 INTERNATIONAL MECHANICAL CODE

17.03.010 Adoption.

The ~~2018-2021~~ Edition of the International Mechanical Code (IMC), as adopted and amended by the State Building Code Council in WAC Chapter 51-52, as published by the International Code Council, is adopted by reference with the following additions, deletions and exceptions. Provided, that Chapter 1, Part 2, Administration and Enforcement, is not adopted and the Construction Administrative Code, as set forth in chapter 17.14 MICC, shall be used in place of IMC Chapter 1, Part 2, Administration and Enforcement. Provided, that the installation of fuel gas distribution piping and equipment, fuel gas-fired appliances and fuel gas-fired appliance venting systems shall be regulated by the International Fuel Gas Code. Provided, that detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code. Provided, that the standards for liquefied petroleum gas installations shall be the ~~2017-2020~~ Edition of NFPA 58 (Liquefied Petroleum Gas Code) and the ~~2018-2021~~ Edition of ANSI Z223.1/NFPA 54 (National Fuel Gas Code). References in this code to Group R shall include Group I-1, Condition 2 assisted living facilities licensed by Washington State under WAC Chapter 388-78A and Group I-1, Condition 2 residential treatment facilities licensed by Washington State under WAC Chapter 246-337. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

Exceptions. The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. "Temporary growing structure" means a structure that has the sides and roof covered with polyethylene, polyvinyl, or similar flexible synthetic material and is used to provide plants with either frost protection or increased heat retention. A temporary growing structure is not considered a building for purposes of this code.

Conflicts. In the case of conflict between the duct sealing or insulation requirements of Section 603 or Section 604 of this code and the duct sealing or insulation requirements of WAC Chapter 51-11C, the Washington State Energy Code, the provisions of the energy codes shall govern.

(Ord. 21C-01 § 1 (Exh. A); Ord. 16C-04 § 3; Ord. 13C-06 § 3; Ord. 10C-03 § 3; Ord. 07C-04 § 4; Ord. 04C-12 § 4)

Chapter 17.04 NATIONAL FUEL GAS CODE (NFPA 54)

17.04.010 Adoption.

The ~~2018-2021~~ Edition of the National Fuel Gas Code (ANSI Z223.1/NFPA 54), as adopted by the State Building Code Council in WAC Chapter 51-52, as published by NFPA, is adopted by reference. The Construction Administrative Code, as set forth in chapter 17.14 MICC, shall be applied for the administration of this code. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

(Ord. 21C-01 § 1 (Exh. A); Ord. 16C-04 § 4; Ord. 13C-06 § 4; Ord. 10C-03 § 4; Ord. 07C-04 § 5; Ord. 04C-12 § 4)

Chapter 17.05 LIQUEFIED PETROLEUM GAS CODE (NFPA 58)

17.05.010 Adoption.

The ~~2017-2020~~ Edition of the Liquefied Petroleum Gas Code (NFPA 58), as adopted by the State Building Code Council in WAC Chapter 51-52, as published by NFPA, is adopted by reference. The Construction Administrative Code, as set forth in chapter 17.14 MICC, shall be applied for the administration of this code. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

(Ord. 21C-01 § 1 (Exh. A); Ord. 16C-04 § 5; Ord. 13C-06 § 5; Ord. 10C-03 § 5; Ord. 07C-04 § 6; Ord. 04C-12 § 4)

Chapter 17.06 INTERNATIONAL FUEL GAS CODE

17.06.010 Adoption.

The ~~2018-2021~~ Edition of the International Fuel Gas Code (IFGC), as adopted by the State Building Code Council in WAC Chapter 51-52, as published by the International Code Council, excluding Chapter 1, Part 2, Administration and Enforcement, is adopted by reference. The Construction Administrative Code, as set forth in chapter 17.14 MICC, shall be used in place of IFGC Chapter 1, Part 2, Administration and Enforcement. Provided, that detached and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code. Provided, that the standards for liquefied petroleum gas installations shall be the ~~2017-2020~~ Edition of NFPA 58 (Liquefied Petroleum Gas Code) and the ~~2018-2021~~ Edition of ANSI Z223.1/NFPA 54 (National Fuel Gas Code). The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

(Ord. 21C-01 § 1 (Exh. A); Ord. 16C-04 § 6; Ord. 13C-06 § 6; Ord. 10C-03 § 6; Ord. 07C-04 § 7; Ord. 04C-12 § 4)

17.06.020 Reserved.

Editor's note(s)—Ord. 21C-01 repealed § 17.06.020 which pertained to amendments and additions.

Chapter 17.07 INTERNATIONAL FIRE CODE

17.07.010 Adoption.

The ~~2018~~2021 Edition of the International Fire Code (IFC), as adopted and amended by the State Building Code Council in WAC Chapter 51-54, as published by the International Code Council, is adopted by reference, together with the amendments and additions set forth below. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

The following appendices of the ~~2018~~2021 Edition of the International Fire Code are also adopted by reference: Appendix B — Fire-Flow Requirements for Buildings; Appendix C — Fire Hydrant Locations and Distribution; Appendix D — Fire Apparatus Access Roads; and Appendix J — Building Information Sign.

The geographic limits referred to in certain sections of the ~~2018~~2021 International Fire Code are hereby established as follows:

Section 6104.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): Zones TC, MF-2, MF-3 and PI as defined in MICC Title 19, Unified Land Development Code.

~~The 2018 International Wildland Urban Interface Code is included in this code as Section 8200 with amendments found in Appendix Chapter N.~~

Exceptions. The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. "Temporary growing structure" means a structure that has the sides and roof covered with polyethylene, polyvinyl, or similar flexible synthetic material and is used to provide plants with either frost protection or increased heat retention. A temporary growing structure is not considered a building for purposes of this code.

The provisions of this code do not apply to the construction, alteration, or repair of temporary worker housing except as provided by rule adopted under RCW Chapter 70.114A or Chapter 37, Laws of 1998 (2SSB 6168). "Temporary worker housing" means a place, area, or piece of land where sleeping places or housing sites are provided by an employer for his or her employees or by another person, including a temporary worker housing operator, who is providing such accommodations for employees, for temporary, seasonal occupancy, and includes "labor camps" under RCW 70.54.110. The manufacture, storage, handling, sale and use of fireworks shall be governed by RCW Chapter 70.77 and by WAC Chapter 212-17 and local ordinances consistent with WAC Chapter 212-17.

(Ord. 21C-01 § 1 (Exh. A); Ord. 18C-05 § 1 (Att. A); Ord. 16C-04 § 7; Ord. 13C-06 § 7; Ord. 10C-03 § 7; Ord. 07C-04 § 8; Ord. 04C-12 § 4)

17.07.020 Amendments and additions.

- A. *IFC Section 102.7 Amended — Referenced Codes and Standards.* Section 102.7 of the International Fire Code is hereby amended to read as follows:

Section 102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80. Such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference as determined or modified by the fire code official. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply.

- B. *IFC Section 104.1.2 Added — Indigent Housing Guidelines.*

104.1.2 Indigent Housing Guidelines. The fire code official is hereby authorized to develop a policy regarding application and exemption of construction codes for temporary homeless shelters in accordance with WAC 51-16-030 Exemptions for indigent housing guidelines, now or as hereafter amended.

- C. IFC Section ~~104.10.1~~104.11.1 Amended — *General Authority and Responsibilities, Assistance from Other Agencies*. Section ~~104.10.1~~104.11.1 of the International Fire Code is hereby amended to read as follows:

Section ~~104.10.1~~104.11.1 Assistance from other agencies. Police and other enforcement agencies shall have authority to render necessary assistance in the investigation of fires or the enforcement of this code when requested to do so by the fire code official.

- D. IFC Section 104.11.2 Amended — *General Authority and Responsibilities, Obstructing Operations*. Section 104.11.2 of the International Fire Code is hereby amended to read as follows:

Section 104.11.2 Obstructing operations. No person shall obstruct the operations of the fire department in connection with extinguishment, control, or investigation of any fire, or actions relative to other emergencies, or disobey any lawful command of the fire chief or officer of the fire department in charge of the emergency, or any part thereof, or any lawful order of a police officer assisting the fire department.

- E. IFC Section 105.1.~~74~~ Added — *Permits, Construction Permit Fees*. Section 105.1.4 of the International Fire Code is hereby added to read as follows:

Section 105.1.~~74~~ Construction permit fees. Fees will be assessed for each construction permit issued under this Code. Fees shall be established by resolution of the city council.

- F. IFC Section 105.1.~~85~~ Added — *Permits, Operational Permit Fees*. Section 105.1.5 of the International Fire Code is hereby added to read as follows:

Section 105.1.~~85~~ Operational permit fees. Fees may be charged annually for each type of operational permit. Fees shall be established by resolution of the city council.

- G. IFC Section 105.6.49 Added — *Food Trucks*. Section 105.6.49 of the International Fire Code is hereby added to read as follows:

~~Section 105.6.49. An operational permit is required to operate a food truck.~~

- H. IFC Section 105.6.30 Amended — *Mobile Food Preparation Vehicles*. Section 105.6.30 of the International Fire Code is hereby amended to read as follows:

Mobile Food Preparation Vehicle. Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

~~104.6.30.1~~105.3.9. Valid operational permits issued by any other Municipality, County, or Authority Having Jurisdiction may be considered upon approval of the Fire Marshal and are maintained in accordance with the conditions of the original permit.

- I. IFC Section 105.~~6.257.26~~ Added — *Emergency Power Supply Systems*. Section 105.7.26 of the International Fire Code is hereby added to read as follows:

Section 105.~~6.257.26~~ Emergency Power Supply Systems. A construction permit is required for the installation of a required emergency power supply system that provides emergency power for any life safety device or system. Examples as follows but not limited to elevators, escalators, systems to prevent explosions or detonations, life maintaining medical systems, etc.

- J. IFC 106.8 Amended — *Overcrowding*. Section 108.6 of the International Fire Code is hereby amended to read as follows:

Section 108.6 Overcrowding. Overcrowding or admittance of any person beyond the approved capacity of a building or portion thereof shall not be allowed. The fire code official, upon finding any overcrowding

conditions or obstruction in aisles passageways or other means of egress, or upon finding any condition which constitutes a life safety hazard, shall be authorized to direct actions to reduce the overcrowding or to cause the event to be stopped until such condition or obstruction is corrected.

- K. ~~IFC 108.7 Amended — Unauthorized Tampering. Section 108.7 of the International Fire Code is hereby amended to read as follows:~~

~~**Section 108.7 Unauthorized Tampering.** Signs, tags, or seals posted or affixed by the fire code official or their designee shall not be mutilated, destroyed, or tampered with or removed without authorization from the fire code official.~~

IFC Section 109.3.1 Added- Timeliness of report filing. Section 109.3.1 of the International Fire Code is hereby added to read as follows:

Section 109.3.1 Timeliness of report filing. Fire/life safety system confidence testing reports shall be submitted within seven business days of the inspection or maintenance completion. Systems with impairments or "red-tagged" systems must also be reported immediately using the current mandatory impaired system(s) reporting process established by the Fire Code Official. Reports that are not submitted in a timely manner are subject to additional staff time recovery fees at the established rate with a one hour minimum.

- L. ~~IFC Section 109.1-111.1 Amended — Board of Appeals, Board of Appeals Established. Section 109.1-111.1 of the International Fire Code is hereby amended to read as follows:~~

~~**Section 109.1-111.1 General Hearing Examiner authority over appeals.** The hearing examiner shall hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of the International Fire Code. Appeals shall follow the process described in MICC 17.14.020 and 19.15.130.~~

- M. ~~IFC Section 109.2-111.2 Amended — Board of Appeals, Limitations on Authority. Section 109.2-111.2 of the International Fire Code is hereby amended to read as follows:~~

~~**Section 109.2-111.2 Limitations on authority.** An application for appeal shall be based on a claim that the true intent of the International Fire Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of the International Fire Code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority relative to interpretation of the administrative provisions of the International Fire Code nor shall the hearing examiner have the authority to waive requirements of either this code or of other codes, appendices and referenced code standards adopted by or through this code.~~

IFC Section 111.3 Amended- Qualifications. Section 111.3 of the International Fire Code is hereby amended to read as follows:

Section 111.3 Hearing Examiner. Appeals of orders or decisions or determinations made by the fire code official shall be made to the hearing examiner. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes

which are the codes, appendices, and referenced code standards adopted by the City. Appeals shall follow the process described in MICC 17.14.020 and 19.15.130.

IFC Section 112.4 Amended- Violations penalties. Section 112.4 of the International Fire Code is hereby amended to read as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provision of this code shall be subject to the City of Mercer Island Code Enforcement actions and penalties as prescribed by outlined in title 6, section 6.10.050 of the MICC Ch. 6.10, Code Compliance.

IFC Section 113.4 Amended- Failure to comply. Section 113.4 of the International Fire Code is hereby amended to read as follows:

113.4 Failure to comply. Any person who shall continue any work after having been serviced with a stop work order, except such work as that person is directed to preform to remove a violation or unsafe condition, shall be subject to the provisions of MICC Section(s) 6.10.050.

- N. *IFC Section 202 Amended — Definitions, High-Rise Building.* Section 202 of the International Fire Code is hereby amended to read as follows:

HIGH-RISE BUILDING. A building with an occupied floor or rooftop located more than 75 feet (22,860 mm) above the lowest level of fire department vehicle access.

- O. *IFC Section 307 Amended — Open Burning, Recreational Fires, and Portable Outdoor Fireplaces.* Section 307 of the International Fire Code is hereby amended to read as follows:

307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.5

307.1.1 Prohibited open burning. Open burning shall be prohibited at all times in compliance with a permanent ban on open burning established by the Puget Sound Clean Air Agency in September of 1992.

Exceptions:

1. Bonfires
2. Recreational Fires
3. Portable outdoor fireplaces
4. Fire Department Training Fires

307.2 Permit Required. A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to conducting a bonfire, recreational fire or portable outdoor fireplace fire. Application for such approval shall only be presented by and permits issued to the owner of the land in which the fire is to be kindled.

307.2.1 Bans on fires due to air quality or fire danger. If the Puget Sound Clean Air Agency issues a ban due to air quality, or if a fire and life safety burn ban is issued by the City of Mercer Island and/or the King County Fire Marshal's Office all fires are prohibited. It is the responsibility of the property owner where the fire is to be constructed to ensure no such ban exists prior to starting any fire.

307.3 Extinguishment authority. When any fire creates or adds to a hazardous situation, permit conditions are not adhered to, or a required permit has not been obtained, the fire code official is authorized to order the extinguishment of the fire.

307.4 Location. The location for the fires shall be as follows:

307.4.1 Bonfires. A bonfire shall not be constructed within 50 feet (15240 mm) of a structure or combustible material unless the fire is contained in a barbeque pit. Conditions which could cause a fire to spread within 50 feet (15244 mm) of a structure shall be eliminated prior to ignition.

307.4.2 Recreational Fires. Recreational fires shall not be constructed within 25 feet (7620 mm) of a structure or combustible material. Conditions that could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated prior to ignition.

307.4.3 Portable Outdoor Fireplaces. Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.

307.5 Attendance. Bonfires, recreational fires and use of portable fireplaces shall be constantly attended until the fire is extinguished. Not fewer than one portable fire extinguisher complying with Section 906 with a minimum of 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

- P. *IFC Section 308.3 Amended — Open Flames, Group A Occupancies.* Section 308.3 of the International Fire Code is hereby amended to read as follows:

Section 308.3 Group A occupancies. Open-flame devices shall not be used in a Group A occupancy.

Exceptions:

1. Open-flame devices are allowed to be used in the following situations, provided approved precautions are taken to prevent ignition of a combustible material or injury to occupants:
 - 1.1. Where necessary for ceremonial or religious purposes in accordance with Section 308.1.7.
 - 1.2. On stages and platforms as a necessary part of a performance in accordance with Section 308.3.2.
 - 1.3. Where candles on tables are securely supported on substantial noncombustible bases and the candle flames are protected.
2. Heat-producing equipment complying with Chapter 6 and the International Mechanical Code.
3. Gas lights are allowed to be used provided adequate precautions satisfactory to the fire code official are taken to prevent ignition of combustible materials.
4. Where approved by the fire code official.

- Q. *IFC Section 314.4 Added — Indoor Displays, Vehicles.* Section 314.4 of the International Fire Code is hereby amended to read as follows:

Section 314.4 Vehicles. Liquid- or gas-fueled vehicles, fueled equipment, boats or other motor craft shall not be located indoors except as follows:

1. Batteries are disconnected.
2. Fuel in fuel tanks does not exceed one-quarter tank or 5 gallons (19 L) (whichever is least).
3. Fuel tanks and fill openings are closed and sealed to prevent tampering.
4. Vehicles, fueled equipment, boats or other motor craft are not fueled or defueled within the building.

- R. *IFC Section 401 — Amended Evacuation Required.* Section 401.9 of the International Fire Code is hereby amended to read as follows:

Section 401.9 Evacuation required. In the event of activation of a fire, emergency alarm, or at the direction of the fire code official, occupants of the building or portion of the building in which the alarm is activated shall make a safe and orderly evacuation out of the building, or as provided in the building's fire safety and evacuation or high-rise operations plan.

Exceptions:

1. Where the occupant's physical or other disability make the occupant unable to evacuate without assistance and no assistance is immediately available, or;
 2. Where the presence of smoke, fire, structural collapse or other hazard or obstruction in the occupant's means of egress make evacuation unsafe.
- S. *IFC Section 501.1 Amended — General, Scope.* Section 501.1 of the International Fire Code is hereby amended to read as follows:

Section 501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter. The requirements in this chapter may be modified by the fire code official if other approved fire-protection features are provided.

- T. *IFC Section 503 Amended — Fire Apparatus Access Roads.* Section 503 of the International Fire Code is hereby adopted and amended to read as follows:

Section 503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and/or local street, road and access standards as determined by the fire code official.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The fire code official is authorized to increase the dimension of 150 feet (45,720 mm) where:

1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Sections 903.3.1.2 or 903.3.1.3 for 1 and 2 family dwellings or Section 903.3.1.1 for all other buildings.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.

503.1.2 Additional access. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

503.1.3 High-piled storage. Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 32.

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.2.

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Appendix D Section D103.5, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

503.2.2 Authority. The fire code official shall have the authority to require an increase in the minimum access widths where they are inadequate for fire or rescue operations.

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times.

503.4.1 Traffic calming devices. Traffic calming devices shall be prohibited unless approved by the fire code official.

- U. *IFC Section 505.1 Amended — Address Identification.* Section 505.1 of the International Fire Code is hereby amended to read as follows:

Section 505.1 — Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than six (6) inches high with a minimum stroke width of 1/2 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

- V. *IFC Section 507.3 Amended — Fire Protection Water Supplies, Fire-Flow.* Section 507.3 of the International Fire Code is hereby amended to read as follows:

Section 507.3 Fire-flow. Fire-flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method and Appendix B.

Exceptions:

1. Fire-flow is not required for structures under 500 square feet with a B, U or R-1 occupancy where structures are at least 30 feet from any other structure and are used only for recreation.
2. In rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142 or the International Wildland-Urban Interface Code.

- W. *IFC Section 507.5.1 Amended — Fire Hydrant Systems, Where Required.* Section 507.5.1 of the International Fire Code is hereby amended to read as follows:

Section 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exception:

For buildings, one- and two-family dwellings and Group R-3 and Group U occupancies equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, the distance requirement shall be 600 feet (183 m).

- X. *IFC Section 507.5.1.1 Amended — Hydrant for Standpipe Systems.* Section 507.5.1.1 of the International Fire Code is hereby amended to read as follows:

507.5.1.1 Hydrant for standpipe and fire sprinkler systems. Buildings equipped with a standpipe System installed in accordance with Section 905 or a fire sprinkler system installed in accordance with Section 903 shall have a fire hydrant within 15 feet of the fire department connections.

Exception: The distance shall be permitted to exceed 15 feet where approved by the fire code official.

- Y. *IFC Section 510 Amended — Emergency Responder Radio Coverage.* Section 510 of the International Fire Code is hereby amended to read as follows:

510.1 Emergency responder radio coverage in new buildings. Approved radio coverage for emergency responders within the building meeting any of the following conditions:

1. High rise buildings;
2. The total building area is 50,000 square feet or more;
3. The total basement area is 10,000 square feet or more; or
4. Buildings or structures where the Fire or Police Chief determined that in-building radio coverage is critical because of its unique design, location, or occupancy.

The radio coverage system shall be installed in accordance with Sections 501.4 through 510.5.5 of this code and within the provision of NDPA 1221 (2019). This section shall not require the improvement of the existing public safety communication systems.

When determining if the minimum signal strength referenced 510.4.1.1 exists at a subject building, the signal strength shall be measured at any point on the exterior of the building up to the highest point of the roof.

Exceptions:

1. Buildings and areas of buildings that have a minimum radio coverage signal strength of the King County Regional 800 MHz Radio System within the building in accordance with Section 510.4.1 without the use of a radio coverage system.
2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.
3. One- and two-family dwellings and townhouses.
4. Subject to the approval of the fire code official, and upon adoption of the local jurisdiction, buildings other than high-rise buildings, colleges, universities and buildings used primarily occupied by Group E or I occupancies that have completed a Mobile Emergency Radio Coverage application and submitted payment as outlined in the application.

510.4.1 Emergency responder communication enhancement system signal strength. The building shall be considered to have acceptable emergency responder communications enhancement system coverage when signal strength measurements in 95 percent of all areas on each floor of the building meet the signal strength requirements in Sections 510.4.1.1 through 510.4.1.3.

Exception: Critical areas, such as the fire command center(s), the fire pump room(s), interior exit stairways, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas required by the fire code official, shall be provided with 99 percent floor area radio coverage.

510.4.1.1 Minimum signal strength into the building. The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be a minimum of -95 dBm in 95% of the coverage area and 99% in critical areas and sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.0 or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology for either analog or digital signals.

510.4.1.2 Minimum signal strength out of the building. The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The outbound signal level shall be sufficient to provide not less than a DAQ of 3.0 or an equivalent SINR applicable to the technology for either analog or digital signals. A minimum signal strength of -95 dBm shall be received by the King County Regional 800 MHz Radio System when transmitted from within the building.

510.4.2 System design. The emergency responder radio coverage system shall be designed in accordance with Sections 510.4.2.1 through 510.4.2.8 and NFPA 1221 (2019).

510.4.2.1 Amplification systems and components. Buildings and structures that cannot support the required level of radio coverage shall be equipped with systems and components to enhance the public safety radio signals and achieve the required level of radio coverage specified in Sections 510.4.1 through 510.4.1.3. Public safety communications enhancement systems utilizing radio-frequency-emitting devices and cabling shall be allowed by the Public Safety Radio System Operator. Prior to installation, all RF-emitting devices shall have the certification of the radio licensing authority and be suitable for public safety use.

510.4.2.2 Technical criteria. The Public Safety Radio System Operator shall provide the various frequencies required, the location of radio sites, the effective radiated power of radio sites, the maximum propagation delay in microseconds, the applications being used and other supporting technical information necessary for system design upon request by the building owner or owner's representative.

510.4.2.3 Power supply sources. Emergency responder radio coverage systems shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the emergency responder radio coverage system at 100-percent system capacity for a duration of not less than 12 hours.

510.4.2.4 Signal booster requirements. If used, signal boosters shall meet the following requirements:

1. All signal booster components shall be contained in a National Electrical Manufacturer's Association (NEMA) 4, IP66-type waterproof cabinet or equivalent.

Exception: Listed battery systems that are contained in integrated battery cabinets.

2. Battery systems used for the emergency power source shall be contained in a NEMA 3R or higher-rated cabinet, IP65-type waterproof cabinet or equivalent.
3. Equipment shall have FCC or other radio licensing authority certification and be suitable for public safety use prior to installation.
4. Where a donor antenna exists, isolation shall be maintained between the donor antenna and all inside antennas to not less than 20 dB greater than the system gain under all operating conditions.
5. Bi-Directional Amplifiers (BDAs) used in emergency responder radio coverage systems shall be fitted with anti-oscillation circuitry and per-channel AGC.
6. The installation of amplification systems or systems that operate on or provide the means to cause interference on any emergency responder radio coverage networks shall be coordinated and approved by the Public Safety Radio System Operator.
7. Unless otherwise approved by the Public Safety Radio System Operator, only channelized signal boosters shall be permitted.

Exception: Broadband BDA's may be utilized when specifically authorized in writing by the Public Safety Radio System Operator.

510.4.2.5 System monitoring. The emergency responder radio enhancement system shall include automatic supervisory and trouble signals that are monitored by a supervisory service and are annunciated by the fire alarm system in accordance with NFPA 72. The following conditions shall be separately annunciated by the fire alarm system, or, if the status of each of the following conditions is individually displayed on a dedicated panel on the radio enhancement system, a single automatic supervisory signal may be annunciated on the fire alarm system indicating deficiencies of the radio enhancement system:

1. Loss of normal AC power supply.
2. System battery charger(s) failure.
3. Malfunction of the donor antenna(s).

4. Failure of active RF-emitting device(s).
5. Low-battery capacity at 70-percent reduction of operating capacity.
6. Active system component malfunction.
7. Malfunction of the communications link between the fire alarm system and the emergency responder radio enhancement system.

510.5 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with NFPA 1221 and Sections 510.5.1 through 510.5.7.

510.5.1 Approval prior to installation. Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC or other radio licensing authority shall not be installed without prior coordination and approval of the Public Safety Radio System Operator.

510.5.2 Minimum qualifications of personnel. The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

1. A valid FCC-issued general radio telephone operators' license.
2. Certification of in-building system training issued by an approved organization or approved school, or a certificate issued by the manufacturer of the equipment being installed.

510.5.3 Acceptance test procedure. Where an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is in accordance with Section 510.4.1. The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal test areas, with a maximum test area size of 6,400 square feet. Where the floor area exceeds 128,000 square feet, the floor shall be divided into as many approximately equal test areas as needed, such that no test area exceeds the maximum square footage allowed for a test area.
2. Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for each of the test grids. A diagram of this testing shall be created for each floor where coverage is provided, indicating the testing grid used for the test in Section 510.5.3(1), and including signal strengths and frequencies for each test area. Indicate all critical areas.
3. Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency's radio communications system or other equipment approved by the fire code official. Testing shall use Digital Audible Quality (DAQ) metrics, where a passing result is a DAQ of 3 or higher. Communications between handsets shall be tested and recorded in the grid square diagram required by section 510.5.3(2): each grid square on each floor; between each critical area and a radio outside the building; between each critical area and the fire command center or fire alarm control panel; between each landing in each stairwell and the fire command center or fire alarm control panel.
4. Failure of more than 5% of the test areas on any floor shall result in failure of the test.

Exception:

1. Critical areas shall be provided with 99 percent floor area coverage.
5. In the event that two of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of not more than two nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 95-percent coverage requirement.
6. A test location approximately in the center of each test area shall be selected for the test, with the radio enabled to verify two-way communications to and from the outside of the building through the

public agency's radio communications system. Once the test location has been selected, that location shall represent the entire test area. Failure in the selected test location shall be considered to be a failure of that test area. Additional test locations shall not be permitted.

7. The gain values of all amplifiers shall be measured, and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.
8. As part of the installation, a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and at subsequent annual inspections.
9. Systems incorporating Class B signal booster devices or Class B broadband fiber remote devices shall be tested using two portable radios simultaneously conducting subjective voice quality checks. One portable radio shall be positioned not greater than 10 feet (3048 mm) from the indoor antenna. The second portable radio shall be positioned at a distance that represents the farthest distance from any indoor antenna. With both portable radios simultaneously keyed up on different frequencies within the same band, subjective audio testing shall be conducted and comply with DAQ levels as specified in Sections 510.4.1.1 and 510.4.1.2.
10. Documentation maintained on premises. At the conclusion of the testing, and prior to issuance of the building Certificate of Occupancy, the building owner or owner's representative shall place a copy of the following records in the DAS enclosure or the building engineer's office. The records shall be available to the fire code official and maintained by the building owner for the life of the system:
 - a. A certification letter stating that the emergency responder radio coverage system has been installed and tested in accordance with this code, and that the system is complete and fully functional.
 - b. The grid square diagram created as part of testing in Sections 510.5.3(2) and 510.5.3(3).
 - c. Data sheets and/or manufacturer specifications for the emergency responder radio coverage system equipment; back up battery; and charging system (if utilized).
 - d. A diagram showing device locations and wiring schematic.
 - e. A copy of the electrical permit.
11. Acceptance test reporting to fire code official. At the conclusion of the testing, and prior to issuance of the building Certificate of Occupancy, the building owner or owner's representative shall submit to the fire code official a report of the acceptance test by way of the department's approved fire records management procedure.

510.6.4 Identification. Radio Coverage system shall be identified by a sign located on or near the Fire Alarm Control Panel stating "This building is equipped with an Emergency Responder Radio Coverage System."

- Z. *IFC Section 602 Amended — Building Services and Systems, Definitions.* Section 602.1, Definitions, of the International Fire Code is hereby amended to read as follows:

POWER TAP is a listed device for indoor use consisting of an attachment plug on one end of a flexible cord and two or more receptacles on the opposite end, and has overcurrent protection.

- AA. *IFC Section 901.4 Amended — Installation.* Section 901.4.7 of the International Fire Code is hereby added to read as follows:

901.4.7 Additions, change of use, alterations and repairs to buildings.

901.4.7-1901.4.3.1 Additions or changes of use. Additions or changes of use to existing buildings which would result in a nonconforming building shall cause the building to be brought up to current code

requirements for fire protection systems. Subject to the approval of the fire code official, a phasing plan of up to five years is permitted on sprinkler systems only.

901.4.3.2901.4.7.2 Alterations and repairs. When the value of all alterations or repairs performed within a sixty-month period exceeds 50 percent of the value of the building, the fire extinguishing systems and fire detection systems shall be installed throughout as for new construction. For the purposes of this section, the value of the building shall be determined by an approved method by the fire code official.

- BB. *IFC Section 903.2 Amended — Automatic Sprinkler Systems, Where Required.* Section 903.2 of the International Fire Code is hereby amended to read as follows:

Section 903.2 Where required. Approved automatic sprinkler systems shall be installed in all newly constructed buildings and structures with a gross floor area of 5,000 square feet or greater and in the locations described in Sections 903.2.1 through 903.2.12.L.

- IFC Section ~~903.2.9(6)~~**903.2.9(5) Amended — Group S-1.** Section 903.2.9(6) of the International Fire Code is hereby amended to read as follows:

~~903.2.9(6)~~903.2.9(5)

6. A Group S-1 occupancy used for self-storage where the fire area exceeds 2,500 square feet.

- CC. *IFC Section 903.3.1.2 Amended — NFPA 13R Sprinkler Systems.* Section 903.3.1.2 of the International Fire Code is hereby amended to read as follows:

Section 903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in one and two family dwellings shall be permitted to be installed throughout in accordance with NFPA 13R. One and two family dwellings 10,000 square feet and larger shall be installed in accordance with NFPA 13R or 13. Systems in accordance with NFPA 13R shall not be installed in R-1 or R-2 Occupancies.

- DD. *IFC Section 903.4.3 Amended — Sprinkler System Monitoring and Alarms, Floor Control Valves.* Section 903.4.3 of the International Fire Code is hereby amended to read as follows:

Section 903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

Exception: When approved by the Fire Code Official in NFPA 13D and NFPA 13R Systems.

- EE. *IFC Section 905.8 Added — Standpipe Systems, Dry Standpipes.* Section 905.8 of the International Fire Code is hereby added to read as follows:

Section 905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14 when approved by the Fire Code Official.

- FF. *IFC Section 907.2 Added — Where Required—New Buildings and Structures.* Section 907.2 of the International Fire Code is hereby added to read as follows:

907.2 Where required—New buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23. For all newly constructed buildings with a gross floor area of 3,000 or greater square feet an approved manual and automatic fire alarm system shall be installed.

Exceptions:

1. One- and two-family dwellings, Group R-3, Group R-4, and Group U Occupancies having adequate fire-flow and approved access. Dwelling units shall have interconnected single station smoke detectors in accordance with RCW 48.48.140 and WAC Chapter 212-10.

2. Buildings under 10,000 square feet that are protected throughout by an approved and monitored automatic sprinkler system installed in accordance with Section 903.3.1.1 unless required by other sections of this code.

The system shall provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

Exceptions:

1. The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.
2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.

Remodels and tenant improvements. When undergoing remodel and tenant improvements, existing occupancies equipped with smoke detectors that are 10 or more years old shall have all such detectors replaced with modern units. Those occupancies without the protection of smoke detection shall add a manual and automatic fire alarm system in accordance with the applicable requirements in this section and other sections that may apply.

Additions. Additions to existing buildings shall meet the requirements of, Remodels and Tenant improvements, for the whole building and additionally provide the same coverage level to the addition as the rest of the building unless authorized by the Fire Code Official.

- GG. *IFC Section 1103.2 Amended — Emergency Responder Radio Coverage in Existing Buildings.* Section 1103.2 of the International Fire Code is hereby amended to read as follows:

1103.2 Emergency responder radio coverage in existing buildings. Buildings constructed prior to the implementation of this code shall not be required to comply with the emergency responder radio coverage provisions except as follows:

1. Whenever an existing wired communication system cannot be repaired or is being replaced.
2. Buildings identified in Section 510.1 undergoing substantial alteration as determined by the Fire Code Official.
3. When buildings, classes of buildings or specific occupancies do not have minimum radio coverage signal strength as identified in Section 510.4.1 and the Fire or Police Chief determines that lack of minimum signal strength poses an undue risk to emergency responders or occupants that cannot be reasonably mitigated by other means.

- HH. *IFC Section 901.9 Amended — Termination of monitoring service.* Section 901.9 of the International Fire Code is hereby amended to read as follows:

901.9 Termination of monitoring service. For fire alarm systems required to be monitored by this code, notice shall be required to be made to the fire code official whenever alarm monitoring services are terminated. Notice shall be made in writing to the fire code official 30 days prior to the service being terminated.

- II. *IFC Section 1103.11 Amended — Building Information Card.* Section 1103.11 of the International Fire Code is hereby amended to read as follows:

1103.11 Building Information Card. An approved Building Information Card shall be located in each fire command center, high-rise buildings, hospitals, multiple buildings on common platforms, or other target hazard building as determined by the fire code official including, but is not limited to, all of the following information:

1103.11.1 General Building Information. General building information that includes: property name, address, the number of floors in the building above and below grade, use and occupancy classification (for mixed uses, identify the different types of occupancies on each floor) and the estimated building population during the day, night and weekend.

1103.11.2 Building Emergency Contact Information. Building emergency contact information that includes: a list of the building's emergency contacts including but not limited to the building manager, building engineer and tier respective work phone number, cell phone number and email addresses.

1103.11.3 Building Construction Information. Building construction information that includes: the type of the building construction including but not limited to the floors, walls, columns and roof assembly.

1103.11.4 Exit Stairway Information. Exit access stairway and exit stairway information that includes: number of the exit access stairways and exit stairways in building; each exit access stairway and exit stairway designation and floors served; location where each exit access stairway and exit stairway discharges; interior exit stairways that are pressurized; exit stairways provided with emergency lighting; each exit stairway that allows reentry; exit stairways providing roof access; elevator car numbers and respective floors that are served; location of elevator machine room, control rooms and control spaces; location of sky lobby; and location of freight elevator banks.

1103.11.5 Building Services and System Information. Building services and system information that includes location of the mechanical rooms, location of the building management system, location and capacity of all fuel and oil tanks, location of emergency generator and location of natural gas services.

1103.11.6 Fire Protection Information. Fire protection system information that includes location of standpipes, location of the fire pump room, location of fire department connections, floors protected by automatic sprinklers, and location of different types of automatic sprinkler systems installed including but not limited to dry, wet and pre-action.

1103.11.7 Hazardous Material Information. Hazardous material information that includes the location and quantity of hazardous material.

JJ. *IFC Section ~~3308.9~~3319.1 Amended — Job Shacks and Other Temporary Structures.* Section 3308.9 of the International Fire Code is hereby amended to read as follows:

~~3308.9~~3319.1 Job shacks and other temporary structures. Job shacks and other temporary structures located within or less than 20' from the permanent building shall be:

1. Constructed of non-combustible materials or 1-hour fire-resistive construction.
2. Shall not be equipped with fuel fired heaters.
3. Shall be equipped with monitored fire alarm system when located below grade.
4. Shall not function as non-associated construction offices unless protected with automatic sprinkler systems.

KK. *IFC Section ~~3308.10~~3319 Added — Additional Requirements.* Section 3308.10 of the International Fire Code is hereby amended to read as follows:

~~3308.10~~3319.1 Additional Requirements for wood-frame buildings more than 50,000 square feet in area.

~~3319.1~~3308.10-1 Job Site Security. The job site shall be secured with controlled access once above grade combustible construction has begun together with off hours guard service, motion-controlled surveillance or both.

- LL. *IFC Section 5003.9 Amended — General Requirements, General Safety Precautions.* Section 5003.9 of the International Fire Code is hereby amended to read as follows:

Section 5003.9 General safety precautions. General precautions for the safe storage, handling or care of hazardous materials shall be in accordance with Sections 5003.9.1 through 5003.9.11.

- MM. *IFC Section 5003.9.11 Added — Manufacturer's Limitations.* Section 5003.9.11 of the International Fire Code is hereby added to read as follows:

5003.9.11 Manufacturer's Limitations. The storage and use of hazardous materials shall not exceed the manufacturer's limitations on shelf life and any other restrictions on use.

- NN. *IFC Section 5307.5.2 Deleted — Carbon Dioxide (CO₂) Systems Used in Beverage Dispensing Applications.* Section 5307.5.2 of the International Fire Code is hereby deleted.

- OO. *IFC Appendix B, Section B104.2 Deleted — Fire-Flow Calculation Area, Area Separation.* Appendix B, Section B104.2 of the International Fire Code is hereby deleted.

- PP. *IFC Appendix B, Table B105.2 Amended — Required Fire-Flow for Buildings Other Than One- and Two-Family Dwellings, Group R-3 and R-4 Buildings and Townhouses* is hereby added to read as follows:

TABLE B105.2 REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN
ONE- AND TWO-FAMILY DWELLINGS,
GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the International Fire Code	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the International Fire Code	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

^a The reduced fire-flow shall be not less than 1,500 gallons per minute.

- QQ. *IFC Appendix C, Section C102 Amended — Number of Fire Hydrants.* Appendix C, Section C102.2 of the International Fire Code is hereby added to read as follows:

Section C102.2 Sprinkler support hydrants. One or more fire hydrants shall be designated as sprinkler support hydrants and are not included in the required fire hydrant calculations as determined by fire-flow.

- RR. *IFC Appendix D, Section D101.1 Amended — General, Scope.* Appendix D, Section D101.1 of the International Fire Code is hereby amended to read as follows:

Section D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the International Fire Code. The requirements in this appendix may be modified by the fire code official if the building is provided with an approved automatic fire sprinkler system and/or other approved fire-protection features.

- SS. *IFC Appendix D, Section D105.1 Amended — Where Required.* Appendix D, Section D105.1 of the International Fire Code is hereby amended to read as follows:

D105.1 Where required. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9,144 mm), approved aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

Exception: One- and two-family dwellings, Group R-3, and Group U Occupancies.

(Ord. 21C-01 § 1 (Exh. A); Ord. 17C-12 § 3; Ord. 17C-01 § 3; Ord. 16C-04 § 7; Ord. 13C-06 § 7; Ord. 10C-03 § 7; Ord. 07C-04 § 9; Ord. 04C-12 § 4)

Chapter 17.08 UNIFORM PLUMBING CODE

17.08.010 Adoption.

The ~~2018-2021~~ Edition of the Uniform Plumbing Code (UPC), as adopted and amended by the State Building Code Council in WAC Chapter 51-56, as published by the International Association of Plumbing and Mechanical Officials, is adopted by reference with the following additions, deletions and exceptions. Provided, that Chapter 1, Administration, is not adopted and the Construction Administrative Code, as set forth in chapter 17.14 MICC, shall be used in place of UPC Chapter 1, Administration. Provided, that Chapters 12 and 14 of the Uniform Plumbing Code are not adopted. Provided, that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel-fired appliances as found in Chapter 5 and those portions of the code addressing building sewers are not adopted. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

The following appendices of the ~~2018-2021~~ Edition of the Uniform Plumbing Code as adopted and amended by the State Building Code Council in WAC Chapter 51-57, as published by the International Association of Plumbing and Mechanical Officials, are also adopted by reference: Appendix A — Recommended Rules for Sizing the Water Supply System; Appendix B — Explanatory Notes on Combination Waste and Vent Systems; Appendix I — Installation Standards: Appendix M — Peak Water Demand Calculator. In addition, Appendix C — Alternate Plumbing Systems, excluding Sections C303.3, C304.0 through C601.9, is adopted by reference.

Conflicts. Where a conflict exists between the provisions of Appendix I and the manufacturer's installation instructions, the conditions of the listing and the manufacturer's installation instructions shall apply.

(Ord. 21C-01 § 1 (Exh. A); Ord. 16C-04 § 8; Ord. 13C-06 § 8; Ord. 10C-03 § 8; Ord. 09C-18 § 1; Ord. 07C-04 § 10; Ord. 04C-12 § 4)

Chapter 17.09 WASHINGTON STATE ENERGY CODE

17.09.010 Adoption.

The 2021 Washington State Energy Code (WSEC), Commercial Provisions and Residential Provisions, as adopted by the State Building Code Council in WAC Chapter 51-11C and 51-11R, ~~is~~are adopted by reference with the following additions, deletions and exceptions. Provided, that Administration Sections C104, C106, C107, ~~C107~~ C109 through ~~C111-C112~~, and R102 through R107, and ~~R107-R109~~ through ~~R111-R112~~ are not adopted and the Construction Administrative Code, as set forth in chapter 17.14 MICC, shall be used in their place. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

Exception. The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. A temporary growing structure is not considered a building for the purposes of this code. However, the installation of other than listed, portable mechanical equipment or listed, portable lighting fixtures is not allowed.

(Ord. 21C-01 § 1 (Exh. A); Ord. 16C-04 § 9; Ord. 04C-12 § 4)

Chapter 17.12 UNIFORM HOUSING CODE

17.12.010 Adoption.

The 1997 Edition of the Uniform Housing Code (UHC) as published by the International Council of Building Officials is adopted by reference. References in the Uniform Housing Code to other codes not adopted by MICC title 17 shall be deemed to refer to the most closely corresponding adopted codes and sections, as provided in MICC 17.14.010.

17.12.020 Amendments and additions.

A. UHC Section 701 Amended — Heating and Ventilation. Section 701 of the Uniform Housing Code is hereby amended to read as follows:

UHC 701.1 Heating. Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 68°F at a point 3 feet above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with applicable sections of the Building Code, Mechanical Code, Energy Code and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

Chapter 17.13 WASHINGTON CITIES ELECTRICAL CODE¹

17.13.010 Short title.

This chapter shall be known as the electrical code of the city of Mercer Island, which is hereinafter referred to as the "city of Mercer Island Electrical Code," "electrical code" or as "this chapter."

17.13.020 Adoption.

The 2020 Edition of the Washington Cities Electrical Code (WCEC) Part 1 and Part 3, excluding Part 2, Administration, is adopted by reference, together with the following amendments, additions and exceptions. The Construction Administrative Code, as set forth in chapter 17.14 MICC, shall be used in place of WCEC Part 2, Administration. This includes Annexes A, B and C of the National Electrical Code; Commercial Building Telecommunications Cabling Standard (ANSI/TIA-568-C Series, February 2009); Commercial Building Standard for Telecommunications Pathway and Spaces (TIA-569-B, October 2004); Commercial Building Grounding and Bonding Requirements for Telecommunications (ANSI/TIA-607-B, August 2011); Residential Telecommunications Cable Standard (ANSI/TIA/EIA 570-B-2004); and the National Electrical Safety Code (NESC C2-2012 excluding Appendices A and B). The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

17.13.030 Conflicts.

- A. The requirements of this chapter will be observed where there is any conflict between this chapter and the National Electrical Code (NFPA 70), centrifugal fire pumps (NFPA 20), the emergency and standby power systems (NFPA 110), ANSI/TIA/EIA 568-B, ANSI/TIA/EIA 569-A, ANSI/TIA/EIA 607, or ANSI/TIA/EIA 570.
- B. The National Electrical Code will be followed where there is any conflict between the standard for installation of ~~stationary~~stationary pumps for fire protection (NFPA 20), the standard for emergency and standby power systems (NFPA 110), ANSI/TIA/EIA 568-B, ANSI/TIA/EIA 569-A, ANSI/TIA/EIA 607, ANSI/TIA/EIA 570-B, and the National Electrical Code (NFPA 70).
- C. In accordance with RCW 19.28.010(3), where the State of Washington Department of Labor and Industries adopts a more current edition of the National Electrical Code (NFPA 70), the building official may supplement use of this code with newly adopted editions of the National Electrical Code. Provisions in the annex chapters of the National Electrical Code shall not apply unless specifically referenced in the adopting ordinance.

Chapter 17.14 CONSTRUCTION ADMINISTRATIVE CODE

17.14.010 Adoption.

The Construction Administrative Code is hereby adopted as follows:

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the Construction Administrative Code of the city of Mercer Island, hereinafter referred to as "this code."

101.2 Purpose. The purpose of this chapter is to provide for the administration, organization and enforcement of the construction codes adopted by the city.

101.3 Scope and General Requirements. The provisions of this Construction Administrative Code shall apply to grading, building, plumbing, and mechanical permits and the following "Construction Codes":

2018-2021 International Building Code — WAC Chapter 51-50

2018-2021 International Residential Code — WAC Chapter 51-51R

2018-2021 International Mechanical Code — WAC Chapter 51-52

2018-2021 National Fuel Gas Code (ANSI Z223.1/NFPA 54) — WAC Chapter 51-52

2017-2020 Liquefied Petroleum Gas Code (NFPA 58) — WAC Chapter 51-52

2018-2021 International Fuel Gas Code — WAC Chapter 51-52

2018-2021 Uniform Plumbing Code — WAC Chapter 51-56 and 51-57

2018-2021 Washington State Energy Code, Commercial Provisions and Residential Provisions — WAC Chapters 51-11C and 51-11R

2020 National Electrical Code as adopted and amended by the Washington Cities Electrical Code

2018-2021 International Existing Building Code — WAC 51-50-480000

2018-2021 International Swimming Pool and Spa Code — WAC 51-50-3109 and WAC 51-51-0329

2021 International Wildland-Urban Interface Code — WAC 51-55

101.4 Definitions. For the purpose of this chapter, certain terms, phrases, words and their derivatives shall have the meanings set forth in this section. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, latest edition, shall be considered as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

1. "Action" means a specific response complying fully with a specific request by the jurisdiction.
2. "Building service equipment" means and refers to the plumbing, mechanical and electrical equipment including piping, wiring, fixtures, and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting, and transportation facilities essential to the occupancy of the building or structure for its designated use.
3. "Complete response" means an adequate response to all requests from city staff in sufficient detail to allow the application to be processed.
4. "Occupancy" means the purpose for which a building, or part thereof, is used or intended to be used.

5. "Shall," as used in this chapter, is mandatory.
6. "Valuation" or "value" as applied to a building or portion thereof, or building service equipment, means and shall be the estimated cost to replace the building and its building service equipment in kind, based on current replacement costs. It shall also include the contractor's overhead and profit. "Valuation" or "value" as applied to a specific scope of work associated with a permit shall be the fair market value of that scope of work including time and materials and the contractor's overhead and profit.

101.5 Appendices. Provisions in the appendices shall not apply unless specifically ~~adopted~~ referenced in the adopting ordinance. An appendix adopted by a local jurisdiction that affects single-family or multifamily residential buildings as defined in RCW 19.27.015 shall not be effective unless approved by the state building code council pursuant to RCW 19.27.060 (1)(a).

Exceptions: 1. The state building code council has determined that a local ordinance providing specifications for light straw-clay or strawbale construction, or requiring a solar-ready zone, or requiring fire sprinklers in accordance with Appendix AR, AS, or V of this chapter may be adopted by any local government upon notification of the council.

2. Appendix AF, Radon Control Methods, Appendix AQ, Tiny Homes, and Appendix U, Dwelling Unit Fire Sprinkler Systems, are included in adoption of the International Residential Code.

101.6 Intent. The purpose of the construction codes and the Construction Administrative Code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through affordability, structural strength, means of egress ~~facilities~~, stability, sanitation, adequate light and ventilation, energy conservation, and for providing a reasonable level of life safety to life and property protection from fire, explosion and ~~other hazards or dangerous conditions~~, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.7 Referenced Codes. The codes listed in Sections 101.8 through ~~101.20~~ 101.21 and referenced elsewhere in the construction codes and the Construction Administrative Code shall be considered part of the requirements of the construction codes and the Construction Administrative Code to the prescribed extent of each such reference.

101.8 International Building Code — Scope. The provisions of the International Building Code (IBC) shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the International Residential Code.

101.9 International Residential Code — Scope and general requirements. The provisions of the International Residential Code for One- and Two-Family Dwellings (IRC) shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, including adult family homes, foster family care homes and family day care homes licensed by the Washington state department of social and health services.

Exceptions:

1. Live/work units located in townhouses complying with the requirements of Section ~~419.5508.5~~ of the International Building Code shall be permitted to be constructed in accordance with the International

Residential Code for One- and Two-Family Dwellings. ~~Fire suppression~~An automatic sprinkler system required by Section ~~419-508.7~~ of the International Building Code where constructed under the International Residential Code for One- and Two-Family Dwellings shall conform to Appendix U.

2. Owner-occupied lodging houses with one or two guestrooms shall be permitted to be constructed in accordance with the International Residential Code for One- and Two-Family Dwellings.
3. Owner-occupied lodging houses with three to five guestrooms shall be permitted to be constructed in accordance with the International Residential Code for One- and Two-Family Dwellings where equipped with a fire sprinkler system in accordance with Appendix U.
4. A care facility with five or fewer persons receiving custodial care within a dwelling unit shall be permitted to be constructed in accordance with the International Residential Code for One- and Two-Family Dwellings where equipped with an automatic fire sprinkler system in accordance with Appendix U.
5. A care facility with five or fewer persons receiving medical care within a dwelling unit shall be permitted to be constructed in accordance with the International Residential Code for One- and Two-Family Dwellings where equipped with an automatic fire sprinkler system in accordance with Appendix U.
6. A care facility with five or fewer persons receiving care that are within a single-family dwelling shall be permitted to be constructed in accordance with the International Residential Code for One- and Two-Family Dwellings where equipped with an automatic fire sprinkler system in accordance with Appendix U.

101.10 Electrical Code — Scope. The provisions of the Mercer Island Electrical Code apply to the installation of electric conductors, electric equipment, alterations, modifications or repairs to existing electrical installations for the following:

1. Electrical conductors, electrical equipment, and electrical raceways installed within or on public and private buildings, property or other structures.
2. Signaling and communications conductors and equipment, telecommunications conductors and equipment, fiber optic cables, and raceways installed within or on public and private buildings, property or other structures.
3. Yards, lots, parking lots, and industrial substations.
4. Temporary electrical installations for use during the construction of buildings.
5. Temporary electrical installations for carnivals, conventions, festivals, fairs, traveling shows, the holding of religious services, temporary lighting of streets, or other approved uses.
6. Installations of conductors and equipment that connect to a supply of electricity.
7. All other outside electrical conductors on the premises.
8. Optional standby systems derived from portable generators.

Exception: Installations under the exclusive control of electric utilities for the purpose of communication, transmission, and distribution of electric energy located in buildings used exclusively by utilities for such purposes or located outdoors on property owned or leased by the utilities or on public highways, streets, roads, etc., or outdoors by established rights on private property.

It is the intent of this section that this code covers all premises' wiring or wiring other than utility owned metering equipment, on the load side of the service point of buildings, structures, or any other premises not owned or leased by the utility. Also, it is the intent that this code covers installations in buildings used by the

utility for purposes other than listed above, such as office buildings, warehouses, garages, machine shops, and recreational buildings which are not an integral part of a generating plant, substation, or control center.

101.11 Gas Code — Scope. The provisions of the International Fuel Gas Code (IFGC) shall apply to the installation of fuel gas piping systems, fuel gas utilization equipment, gaseous hydrogen systems and related accessories in accordance with Sections 101.2.1 through 101.2.5, except those regulated by the International Residential Code (IRC) and those utilizing LPG.

101.12 Mechanical Code — Scope. The provisions of the International Mechanical Code (IMC) shall apply to the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings. The IMC shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed herein. The installation of fuel gas distribution piping and equipment, fuel gas-fired appliances and fuel gas-fired appliance venting systems shall be regulated by the International Fuel Gas Code. References in this code to Group R shall include Group I-1, Condition 2 assisted living facilities licensed by Washington state under WAC Chapter 388-78A and Group I-1, Condition 2 residential treatment facilities licensed by Washington state under WAC Chapter 246-337.

Exceptions:

1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code.
2. The standards for liquefied petroleum gas (LPG) installations shall be NFPA 58 (Liquefied Petroleum Gas Code) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code).

101.12.1 Other authorities. In addition to the IMC, provisions of WAC Chapter 480-93 regarding gas pipeline safety may also apply to single meter installations serving more than one building. The provisions of WAC Chapter 480-93 are enforced by the Washington Utilities and Transportation Commission.

101.13 Plumbing Code — Scope. The provisions of the Uniform Plumbing Code (UPC) shall apply to the erection, installation, alteration, repair, relocation, replacement, addition to, use, or maintenance of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.14 Property maintenance. The provisions of the Uniform Housing Code (UHC) shall apply to existing structures to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the use and occupancy, location, and maintenance of all residential buildings and other structures within this jurisdiction.

101.15 Dangerous buildings. The provisions of the Uniform Code for the Abatement of Dangerous Buildings (UCADB) shall apply to all dangerous buildings, as defined in the UCADB, which are now in existence or which may hereafter become dangerous in this jurisdiction. The purpose of the UCADB is to provide a just, equitable and practicable method, to be cumulative with and in addition to any other remedy provided by the International Building Code, International Residential Code, Uniform Housing Code or otherwise available by law, whereby buildings or structures which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants and may be required to be repaired, vacated, abated or demolished.

101.16 Fire prevention. The provisions of the International Fire Code (IFC) shall apply to matters affecting or relating to structures, processes, premises and safeguards from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy or operation of structures or premises; from matters related to the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation; and from conditions affecting the safety of fire fighters and emergency responders during emergency procedures.

101.17 Energy Code — Scope. The provisions of the Washington State Energy Code (WSEC) shall apply to all matters governing the design and construction of buildings for energy efficiency. The WSEC Residential WAC Chapter 51-11R applies to residential buildings, building sites, associated systems and equipment, and the WSEC Commercial WAC Chapter 51-11C applies to commercial buildings, building sites, associated systems and equipment. Residential sleeping units, Group I-1, Condition 2 assisted living facilities licensed by Washington state under chapter 388-78A WAC and Group I-1, Condition 2 residential treatment facilities licensed by Washington state under chapter 246-337 WAC shall utilize the commercial building sections of the energy code regardless of the number of stories of height above grade plane. References in the commercial energy code to Group R shall include Group I-1, Condition 2 assisted living facilities licensed by Washington state under WAC Chapter 388-78A and Group I-1, Condition 2 residential treatment facilities licensed by Washington state under WAC Chapter 246-337. Building areas that contain Group R sleeping units, regardless of the number of stories in height, are required to comply with the commercial sections of the energy code. Where a building includes both residential building and commercial building portions, each portion shall be separately considered and meet the applicable provisions of the WSEC - Commercial or WSEC - Residential Provisions.

101.18 Ventilation. The provisions of the mechanical code shall apply to all occupancies to govern minimum requirements for ventilation.

101.19 International Existing Building Code — Scope. The provisions of the International Existing Building Code shall apply to the repair, alteration, change of occupancy, addition to and relocation of existing buildings. Provided, that the Washington State Energy Code and the International Wildland Urban Interface Code shall be regulated by their respective provisions for existing buildings. Provided, that work regulated by this code is also regulated by the construction requirements for existing buildings within Chapter 11 of the International Fire Code, such work shall comply with applicable requirements in both codes.

Exception: Detached one- and two-family dwellings and ~~multiple single-family dwellings~~ (townhouses) townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the International Residential Code.

101.20 International Swimming Pool and Spa Code (ISPSC) — Scope. The provisions of this code shall apply to the construction, alteration, movement, renovation, replacement, repair and maintenance of aquatic recreation facilities, pools and spas. The pools and spas covered by this code are either permanent or temporary, and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing or wading. Swimming pools, spas and other aquatic recreation facilities shall comply with the ISPSC, where the facility is one of the following, except that public swimming pool barriers are regulated by WAC 246-260-031(4):

1. For the sole use of residents and invited guests at a single-family dwelling;
2. For the sole use of residents and invited guests of a duplex owned by the residents; or
3. Operated exclusively for physical therapy or rehabilitation and under the supervision of a licensed medical practitioner.

All other "water recreation facilities" as defined in RCW 70.90.110 are regulated under WAC Chapters 246-260 and 246-262.

101.21 International Wildland-Urban Interface Code — Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure, or premises within the wildland-urban interface areas in this jurisdiction.

SECTION 102 APPLICABILITY

102.1 General.

1. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of the construction codes specify different materials, methods of construction or other requirements, the most restrictive shall govern except that the hierarchy of the codes named in RCW Chapter 19.27 shall govern. If there is a conflict between an adopted code and a referenced standard, the adopted code shall apply.
2. New Installations. The adopted construction codes apply to new installations.

Exception: If an electrical, plumbing or mechanical permit application is received after the adopted construction codes have taken effect but is identified with a building permit application received prior to the effective date of the ordinance codified in this chapter, all applicable codes adopted and in force at the time of a complete building permit application will apply.

3. Existing installations. Lawfully installed existing installations that do not comply with the provisions of the adopted construction codes shall be permitted to be continued without change, except as is specifically covered in this chapter, the International Existing Building Code, the Uniform Housing Code, the International Fire Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public. Where changes are required for correction of hazards, a reasonable amount of time shall be given for compliance, depending on the degree of the hazard.
4. Maintenance. Buildings and structures, including their electrical, plumbing and mechanical systems, equipment, materials and appurtenances, both existing and new, and parts thereof, and landscape materials, vegetation, defensible space or other devices or safeguards required by this code, shall be maintained in proper operating condition in accordance with the original design and in a safe, hazard-free condition, and in conformance to the code edition under which installed. Devices or safeguards that are required by the adopted construction codes shall be maintained in compliance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of the buildings, structures, landscape materials, vegetation, systems, and equipment. To determine compliance with this provision, the code official shall have the authority to require that the systems and equipment be re-inspected.

The inspection for maintenance of HVAC systems shall be performed in accordance with ASHRAE/ACCA/ANSI Standard 180.

5. Additions, alterations, modifications or repairs for other than IRC buildings. Additions, alterations, modifications or repairs to a building or structure or to the electrical, plumbing or mechanical system(s) of any building, structure, or premises shall conform to the requirements of the adopted construction codes, without requiring those portions of the existing building or system not being altered or modified to comply with all the requirements of the adopted construction codes, except as is specifically covered in this chapter, the International Existing Building Code, the Uniform Housing Code, the International Fire Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public. Installations, additions, alterations, modifications, or repairs shall not cause an existing building to become unsafe or to adversely affect the performance of the building as determined by the building official or designated representative. Electrical wiring added to an existing service, feeder, or branch circuit shall not result in an installation that violates the provisions of the code in force at the time the additions were made.
6. Additions, alterations, change of use, repairs, or relocations to IRC buildings or structures. Additions, alterations, repairs, or relocations shall be permitted to conform to the requirements of the provisions of IRC Chapter 45 or shall conform to the requirements for a new structure without requiring the existing structure to comply with the requirements of this code, unless otherwise stated. Additions, alterations, repairs, and relocations shall not cause an existing structure to become less compliant with the provisions of this code than the existing building or structure was prior to the addition, alteration, repair, or relocation. Where additions, alterations, or changes of use to an existing structure result in a

use or occupancy, height, or means of egress outside the scope of this code, the building shall comply with the International Existing Building Code.

Exceptions: Exceptions for IRC buildings or structures include:

1. Additions with less than 500 square feet of conditioned floor area are exempt from the requirements for Whole House Ventilation Systems, Section M1505.
2. Additions or alterations to existing buildings which do not require the construction of foundations, crawlspaces, slabs or basements shall not be required to meet the requirements for radon protection in Section R332.1 and Appendix F.

102.2 Other laws. The provisions of the construction codes and the Construction Administrative Code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of the construction codes.

102.4 Existing structures and installations. The legal occupancy of any structure existing on the date of adoption of the construction codes shall be permitted to continue without change, except as is specifically covered in this chapter, the International Existing Building Code, the Uniform Housing Code, the International Fire Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.5 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. See section 105.3.1.1 For-for applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, ~~the building official shall determine where the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by the International Existing Building Code, the building official shall require the building to meet the requirements of Section 1612 of the International Building Code.~~

102.6 Preliminary meeting. When requested by the permit applicant or the building official, the building official shall meet with the permit applicant prior to the application for a construction permit to discuss plans for the proposed work or change of occupancy in order to establish the specific applicability of the provisions of this code.

Exception: Repairs and Level 1 alterations.

102.7 Building evaluation. The building official is authorized to require an existing building to be investigated and evaluated by a registered design professional based on the circumstances agreed upon at the preliminary meeting. The design professional shall notify the code official if any potential nonconformance with the provisions of this code is identified.

102.10 Moved buildings. Buildings or structures moved into or within a jurisdiction shall comply with the provisions of this Code, the International Existing Building Code when applicable, the International Residential Code (WAC Chapter 51-51), the International Building Code (WAC Chapter 51-50), the International Mechanical Code (WAC Chapter 51-52), the International Fire Code (WAC Chapter 51-54), the Uniform Plumbing Code and Standards (WAC Chapters 51-56 and 51-57), and the Washington State Energy Code (WAC Chapter 51-11).

Exception: Group R-3 buildings or structures are not required to comply if:

1. The original occupancy classification is not changed; and
2. The original building is not substantially remodeled or rehabilitated.

For the purposes of this section a building shall be considered substantially remodeled when the costs of remodeling exceed 60 percent of the value of the building exclusive of the costs relating to preparation, construction, demolition or renovation of foundations.

See MICC 19.09.080, Moving of buildings, for additional requirements.

102.11.1 Moved Buildings, Electrical.

1. Nonresidential buildings or structures moved into or within the jurisdiction must be inspected to ensure compliance with current requirements of this chapter.
2. Residential buildings or structures wired in the U.S., to NEC requirements, and moved into the jurisdiction must be inspected to ensure compliance with the NEC requirements in effect at the time and place the original wiring was made. The building or structure must be inspected to ensure compliance with all current requirements of RCW Chapter 19.28 and the rules developed by the department if:
 - a. The original occupancy classification of the building or structure is changed as a result of the move; or
 - b. The building or structure has been substantially remodeled or rehabilitated as a result of the move.
3. Residential buildings or structures wired in Canada to Canadian Electrical Code (CEC) standards and moved into the jurisdiction must be inspected to ensure compliance with the following minimum safety requirements:
 - a. Service, service grounding, and service bonding must comply with this Code.
 - b. Canadian Standards Association (CSA) listed Type NMD cable is allowed with the following qualifications:
 - i. CSA listed Type NMD cable, American Wire Gauge #10 and smaller installed after 1964 utilizing an equipment grounding conductor smaller than the phase conductors, must be:
 - (1) Replaced with a cable utilizing a full-size equipment grounding conductor; or
 - (2) Protected by a ground fault circuit interrupter protection device.
 - ii. CSA listed Type NMD cable, #8 AWG and larger, must:
 - (1) Utilize an equipment grounding conductor sized according to the requirements of the NEC in effect at the time of the installation;
 - (2) Be protected by a ground fault circuit interrupter protection device; or
 - (3) Be replaced.
 - c. Other types of wiring and cable must be:
 - i. Replaced with wiring listed or field evaluated in accordance with U.S. standards by a laboratory approved by the department; or
 - ii. Protected by a ground fault circuit interrupter protection device and arc fault circuit protection device.
 - d. Equipment, other than wiring or panelboards, manufactured and installed prior to 1997 must be listed and identified by laboratory labels approved by the department or CSA labels.
 - e. All panelboards must be listed and identified by testing laboratory labels approved by the department with the following qualifications:
 - i. CSA listed panelboards labeled "Suitable for Use as Service Equipment" will be considered to be approved as "Suitable for Use only as Service Equipment."

- ii. CSA listed panelboards must be limited to a maximum of 42 circuits.
- iii. CSA listed panelboards used as lighting and appliance panelboards as described in the NEC, must meet all current requirements of the NEC and this chapter.
- f. Any wiring or panelboards replaced or changed as a result of the move must meet current requirements of RCW Chapter 19.28 and this chapter.
- g. The location, type, and ground fault circuit interrupter protection of receptacles and equipment in a bathroom, kitchen, basement, garage, or outdoor area must meet the Washington requirements in effect at the time the wiring was installed.
- h. 4, 15-ampere, kitchen small appliance circuits will be accepted in lieu of 2, 20-ampere, kitchen small appliance circuits. Receptacles will not be required to be added on kitchen peninsular or island counters.
- i. Spacing requirements for all other receptacles must meet the Washington State requirements in effect at the time the wiring was installed.
- j. Receptacles installed above baseboard or fixed wall space heaters must be removed and the outlet box covered with a blank cover. The receptacle is required to be relocated as closely as possible to the existing location.
- k. Lighting outlet and switch locations must meet the Washington requirements in effect at the time the wiring was installed.
- l. Dedicated 20-ampere small appliance circuits are not required in dining rooms.
- m. Electric water heater branch circuits must be adequate for the load.
- n. The location, type, and circuit protection of feeders must meet the Washington State requirements in effect at the time the wiring was installed.

102.12 Referenced codes and standards. The codes and standards referenced in the construction codes shall be considered part of the requirements of the construction codes to the prescribed extent of each such reference. Where differences occur between provisions of the construction codes and referenced codes and standards, the provisions of the construction codes shall apply.

Exception. Where enforcement of a code provision would violate the conditions of the listing of equipment or an appliance, the conditions of the listing and the manufacturer's installation instructions shall apply.

102.13 Partial invalidity. In the event that any part or provision of the construction codes is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.14 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing or proposed structure or installation, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the building official.

102.15 Structures in Areas of Special Flood Hazard. Buildings located in Areas of Special Flood Hazard shall be regulated under the International Building Code, the International Residential Code or the Mercer Island City Code.

SECTION 103 ENFORCEMENT AUTHORITY

103.1 Community Planning and Development (CPD). CPD ~~shall be responsible for~~ is hereby created for the implementation, administration and enforcement of the construction codes, ~~under the administrative and operational control of the~~ and the official in charge thereof shall be known as the building official, who shall be designated by the code official (as defined by MICC 19.16.010); provided, the fire marshal or his or her designee shall be responsible for enforcement of the International Fire Code and the International Wildland and Urban Interface Code.

103.2 Building official. The building official is responsible for administration and interpretation of the Construction Administrative Code and the Construction Codes, except that the fire marshal or his or her designee shall be responsible for administration and interpretation of the International Fire Code.

103.3 Deputies. The building official ~~may delegate shall have the~~ authority to appoint a deputy building official, other related technical officers, code enforcement officers, inspectors, plan examiners or other City employees. Such employees shall have powers as delegated by the building official.

SECTION 104 DUTIES AND POWERS OF BUILDING OFFICIAL

104.1 General. The building official is hereby authorized and directed to administer, interpret and enforce the provisions of this Construction Administrative Code and all construction codes except the International Fire Code. The building official shall have the authority to render interpretations of said codes and to adopt policies and procedures in order to clarify the application of their provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of the codes and shall not have the effect of waiving requirements specifically provided for in the codes.

104.1.1 Liability. The building official, hearing examiner, or employee charged with the enforcement of this code, while acting in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties while acting in good faith and without malice and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.2 Applications and permits. The building official shall receive applications, review construction documents and issue permits for the erection, alteration, demolition and moving of buildings, structures and building service equipment, inspect the premises for which such permits have been issued and enforce compliance with the provisions of the construction codes and the Construction Administrative Code.

104.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with the construction codes and the Construction Administrative Code.

104.3.1 Tagging of buildings. Following a city of Mercer Island-issued formal declaration of emergency, the building official may be authorized to evaluate and provide building safety evaluations. Evaluations shall generally follow standards from the Applied Technology Council ATC 20, ATC 20-1, or ATC 45 manuals. The procedure shall allow for the tagging of buildings as "Inspected," "Limited Entry" or "Unsafe." Notice of orders pertaining to dangerous buildings and appeal procedures established under adopted building codes shall not apply under official declarations of emergency.

104.4 Inspections. The building official shall make the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise at the applicant's expense.

104.5 Identification. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under the construction codes and the Construction Administrative Code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of the construction codes and the Construction Administrative Code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of the construction codes and the Construction Administrative Code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by the construction codes and the

Construction Administrative Code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

Where the building official has first obtained a proper inspection warrant or other remedy provided by law to secure entry, an owner, the owner's authorized agent or occupant or person have charge, care or control of the building or premises shall not fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to the applicable construction code.

104.7 Department records. The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

104.8 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

104.8.1 Used materials and equipment. The use of used materials and building service equipment which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless prior approval is obtained from the building official.

104.9 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of the construction codes and the Construction Administrative Code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of the construction codes and the Construction Administrative Code impractical and the modification is in compliance with the intent and purpose of the construction codes and the Construction Administrative Code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department. The building official is authorized to charge an additional fee to evaluate any proposed modification under the provisions of this section.

104.10 Alternative materials, design and methods of construction and equipment. The provisions of the construction codes are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by the construction codes, provided that any such alternative has been approved by the building official. The building official shall have the authority to approve an alternative material, design or method of construction upon application of the owner(s) or the owner(s) authorized agent(s). The building official shall first find that the proposed design is satisfactory and complies with the intent of the provisions of the construction codes, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in the construction codes in quality, strength, effectiveness, fire resistance, durability, energy conservation and efficiency, and safety. Compliance with the specific performance-based provisions of the construction codes shall be an alternative to the specific requirements of the construction codes. Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved. The building official is authorized to charge an additional fee to evaluate any proposed alternate material, design and/or method of construction and equipment under the provisions of this section.

104.10.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in the construction codes, shall consist of valid research reports from approved sources.

104.10.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of the construction codes, or evidence that a material or method does not conform to the requirements of the construction codes, or in order to substantiate claims for alternative materials or methods, the building

official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in the construction codes or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

SECTION 105 PERMITS

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the construction codes and the Construction Administrative Code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

105.1.1 Annual Permit. Instead of an individual construction permit for each plumbing, mechanical or electrical alteration to an already approved system or equipment or application installation, the building official is authorized to issue an annual permit upon application therefor to any person, firm or corporation regularly employing one or more qualified tradespersons in the building, structure or on the premises owned or operated by the applicant for the permit.

The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The building official shall have access to such records at all times or such records shall be filed with the building official as designated.

105.1.2 Electrical permit required. In accordance with RCW Chapter 19.28, an electrical permit is required for the following installations:

1. The installation, alteration, repair, replacement, modification or maintenance of all electrical systems, wire and electrical equipment regardless of voltage.
2. The installation and/or alteration of low voltage systems defined as:
 - a. NEC, Class 1 power limited circuits at 30 volts maximum.
 - b. NEC, Class 2 circuits powered by a Class 2 power supply as defined in NEC 725.41(A).
 - c. NEC, Class 3 circuits powered by a Class 3 power supply as defined in NEC 725.41(A).
3. Telecommunications Systems.
 - a. All installations of telecommunications systems on the customer side of the network demarcation point for projects greater than ten telecommunications outlets.
 - b. All backbone installations regardless of size and all telecommunications cable or equipment installations involving penetrations of fire barriers or passing through hazardous locations require permits and inspections.
 - c. The installation of greater than ten outlets and the associated cables along any horizontal pathway from a telecommunications closet to work areas during any continuous ninety-day period requires a permit and inspection.
 - d. In Residential Groups R-1 and R-2 occupancies as defined in the International Building Code, permits and inspections are required for all backbone installations, all penetrations of fire-resistive walls, ceilings and floors; and installations of greater than ten outlets in common areas.
 - e. Definitions of telecommunications technical terms will come from RCW Chapter 19.28, the currently adopted WAC rules, EIA/TIA standards, and the National Electrical Code.

105.1.2 Grading permit required. No person shall do any grading without first obtaining a grading permit from the building official.

105.2 Work exempt from permit. The following permit exemptions shall not apply to Areas of Flood Hazard and City Land Use Critical Areas unless the work is entirely within or on the exterior envelope of a legally established existing building. For example, exempt repairs to mechanical, electrical, and plumbing equipment, exempt re-roofing, exempt wall finishes and similar exempt work, which is located entirely within or on the exterior envelope of a legally established existing building remains exempt from permit when located within Areas of Flood Hazard and City Land Use Critical Areas. Exemptions from permit requirements related to the construction codes shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the construction codes or any other laws or ordinances of this jurisdiction.

Permits shall not be required for the following:

Grading.

1. An excavation below existing finished grade for basements and footings of an existing building, retaining wall or other structure authorized by a valid building permit. This shall not exempt any excavation having an unsupported height greater than 5 feet.
2. An excavation of less than 50 cubic yards of materials which:
 - a. Is less than 2 feet in depth and/or
 - b. Does not create a cut slope of a ratio steeper than two horizontal to one vertical.
3. A fill of less than 50 cubic yards of material which is less than 1 foot in depth and placed on natural terrain with a slope flatter than five horizontal to one vertical.

Building.

1. Other than storm shelters, One-story detached accessory structures constructed under the provisions of the IRC used as tool and storage sheds, tree supported play structures, playhouses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m²) and the structure is located in accordance with all land use regulations. Provided that a permit is required for regulated work within locations subject to the requirements of the Wildland-Urban Interface Code.
2. Fences not over 6 feet (1,829 mm) high, where such fences are located in accordance with all land use regulations and street standards.
3. Oil derricks.
4. Retaining walls and rockeries which are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.
6. Sidewalks, decks and driveways constructed under the provisions of the IRC, which are not more than 30 inches (762 mm) above grade and not over any basement or story below. Provided that a permit is required for regulated work within locations subject to the requirements of the Wildland-Urban Interface Code.
7. In-kind re-roofing of one- and two-family dwellings provided the roof sheathing is not removed or replaced. Provided that a permit is required for regulated work within locations subject to the requirements of the Wildland-Urban Interface Code.
8. Painting, non-structural wood and vinyl siding, papering, tiling, carpeting, cabinets, counter tops and similar finish work, provided that existing, required accessible features are not altered. This exemption shall not apply to veneer, stucco or exterior finish and insulation systems (EFIS). This exemption shall not apply to structures regulated under RCW Chapter 64.55. Provided that a

permit is required for exterior regulated work within locations subject to the requirements of the Wildland-Urban Interface Code.

9. Temporary motion picture, television and theater stage sets and scenery.
10. Prefabricated swimming pools accessory to one- and two-family dwellings or Group R-3 occupancy which are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.
11. Shade cloth structures constructed for garden nursery or agricultural purposes and not including service systems. Provided that a permit is required for regulated work within locations subject to the requirements of the Wildland-Urban Interface Code.
12. Play structures, Swings, slides and other similar playground equipment. Provided, that a permit and compliance with IBC 424 is required for play structures installed inside all occupancies covered by the IBC that exceed 10 feet in height or 150 square feet in area.
13. Window awnings supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support of a one- and two-family dwelling or a Group R-3 or U occupancy. Provided that a permit is required for regulated work within locations subject to the requirements of the Wildland-Urban Interface Code.
14. Movable cases, counters and partitions not over 5 feet 9 inches (1,753 mm) in height.
15. Satellite earth station antennas 6½ feet (2 m) or less in diameter in zones other than residential zones.
16. Satellite earth station antennas 3¼ feet (1 m) or less in diameter in residential zones.
17. Video programming service antennas 3¼ feet (1 m) or less in diameter or diagonal dimension, regardless of zone.
18. Decking replacement on decks without changing or adding any other structural members or removing guardrails. Provided that a permit is required for regulated work within locations subject to the requirements of the Wildland-Urban Interface Code.
19. In-kind window replacement for IRC structures where no alteration of structural members is required, safety glazing is provided where required, window fall protection is provided where required, emergency egress requirements are provided and when the window U-values meet the prescriptive requirements within the Washington State Energy Code. Provided that a permit is required for regulated work within locations subject to the requirements of the Wildland-Urban Interface Code.
20. Job shacks that are placed at a permitted job site during construction may be allowed on a temporary basis and shall be removed upon final approval of construction. A job shack is a portable structure for which the primary purpose is to house equipment and supplies, and which may serve as a temporary office during construction for the purposes of the construction activity. Provided that a permit is required for regulated work within locations subject to the requirements of the Wildland-Urban Interface Code.
21. Flag and light poles that do not exceed 20 feet in height. (An electrical permit may still be required.)
22. Photovoltaic (PV) panels meeting all of the following criteria:
 - a. PV system is designed and proposed for a detached 1- or 2-family dwelling or townhouse not more than 3 stories above grade or detached accessory structure.
 - b. PV system is being installed by a licensed contractor.
 - c. Mounting system is engineered and designed for PV.

- d. Rooftop is made from lightweight material such as a single layer of composition shingles, metal roofing, or cedar shingles.
- e. Panels are mounted no higher than 18 inches above the surface of the roofing to which they are affixed. Except for flat roofs, no portion of the system may exceed the highest point of the roof (or ridge).
- f. Total dead load of panels, supports, mountings, raceways, and all other appurtenances weigh no more than 3.5 pounds per square foot.
- g. Supports for solar panels are installed to spread the dead load across as many roof-framing members as needed to ensure that at no point loads in excess of 50 pounds are created.
- h. The installation will comply with the manufacturer's instructions.
- i. Roof and wall penetrations will be flashed and sealed to prevent entry of water, rodents, and insects.
- j. Home is code compliant to setbacks and height, or code allows expansion of nonconformity for solar panels.
- k. System complies with International Residential Code Chapter 23 for solar thermal energy systems.
- l. Roof-mounted collectors and supporting structure are constructed of noncombustible materials or fire-retardant-treated wood equivalent to that required for the roof construction.
- m. Roof access points and pathways for firefighters will be provided per IFC 605.11.
- n. The PV system has an approved and issued electrical permit.

Mechanical.

- 1. Portable heating, cooking, or clothes drying appliances.
- 2. Portable ventilation equipment.
- 3. Portable cooling unit.
- 4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by the construction codes.
- 5. Replacement of any part which does not alter its approval or make it unsafe.
- 6. Portable evaporative cooler.
- 7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
- 8. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected.

Plumbing.

- 1. The stopping and/or repairing of leaks in drains, water, soil, waste or vent pipe provided, however, that should any concealed trap, drain pipe, water, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be obtained and inspection made as provided in the construction codes.
- 2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require replacement or rearrangement of valves, pipes or fixtures.

3. Reinstallation or replacement of pre-fabricated fixtures that do not involve or require the replacement or rearrangement of valves or pipes.

105.2.1 Emergency repairs. Where equipment replacements and equipment repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

105.2.2 Public service agencies or Work in the Public Way.

1. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies established by right.
2. A permit shall not be required for work located primarily in a public way, public utility towers and poles (but not exempting wireless communications facilities not located in a public way) and hydraulic flood control structures.

105.3 Application for permit. To obtain a permit, the applicant shall first file a complete application in writing on a form furnished by the building department for that purpose or on-line by an electronic application furnished by the building department for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by complete construction documents and other information as required in Section 107.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the building official.

105.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefor. If the building official is satisfied that the proposed work conforms to the requirements of the construction codes and the Construction Administrative Code and laws and ordinances applicable thereto, the building official shall issue a permit therefor as soon as practicable.

105.3.1.1 Determination of substantially improved or substantially damaged existing buildings in flood hazard areas. For applications for reconstruction, rehabilitation, addition, alteration, repair or other improvement of existing buildings or structures located in a flood hazard area, the building official shall examine or cause to be examined the construction documents and shall make a determination with regard to the value of the proposed work. For buildings that have sustained damage of any origin, the value of the proposed work shall include the cost to repair the building or structure to its predamaged condition. If the building official finds that the value of proposed work equals or exceeds 50 percent of the market value of the building or structure before the damage has occurred or the improvement is started, the proposed work is a substantial improvement or repair of substantial damage and the building official shall require existing portions of the entire building or structure to meet the requirements of IBC 1612 or IRC Section R322, as applicable. See IBC Chapter 2 Definitions for Substantial Damage, Substantial Improvement and Flood Hazard Area for additional information.

For the purpose of this determination, a substantial improvement shall mean any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. Where

the building or structure has sustained substantial damage, repairs necessary to restore the building or structure to its predamaged condition shall be considered substantial improvements regardless of the actual repair work performed. The term shall not include either of the following:

1. Improvements to a building or structure that are required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to ensure safe living conditions.

2. Any alteration of a historic building or structure, provided that the alteration will not preclude the continued designation as a historic building or structure. For the purposes of this exclusion, a historic building shall be any of the following:

2.1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.

2.2. Determined by the Secretary of the U.S. Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.

2.3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.

105.3.2 Time limitation of application.

1. Applications for which no permit is issued within 18 months following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed in accordance with state law.
2. ~~Applications may be canceled for inactivity, if an applicant fails to respond to the department's written request for revisions, corrections, actions or additional information within 90 days of the date of request. The building official may extend the response period beyond 90 days if within the original 90 day time period the applicant provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the department.~~
32. The building official may extend the life of an application if any of the following conditions exist:
 - a. Compliance with the State Environmental Policy Act is in progress; or
 - b. Any other city review is in progress; provided the applicant has submitted a complete response to city requests or the building official determines that unique or unusual circumstances exist that warrant additional time for such response, and the building official determines that the review is proceeding in a timely manner toward final city decision; or
 - c. Litigation against the city or applicant is in progress, the outcome of which may affect the validity or the provisions of any permit issued pursuant to such application.

105.3.3 Verification of contractor registration. Prior to issuance of a permit for work which is to be done by a contractor required to be registered pursuant to RCW Chapter 18.27, the applicant shall provide the city with the contractor's registration number and Mercer Island business license number and any other information determined necessary by the city to allow verification that such contractor is currently registered as required by law.

105.3.4 Vesting of Construction Codes. The construction codes and construction administrative code that are in effect when the building permit application is deemed complete by the building official shall apply. The city has the authority to establish policies and procedures for establishing the requirements of a complete application. For mechanical, electrical, plumbing or fire permit applications submitted after the ordinance codified in this title has taken effect, but related to the scope of work identified in a building permit application that was complete prior to the effective date of the ordinance codified in this chapter, all applicable construction codes adopted and in force at the time of filing of the complete building permit application will apply.

105.4 Validity of permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the construction codes and the Construction Administrative Code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of the construction codes and the Construction Administrative Code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of the construction codes and the Construction Administrative Code or of any other ordinances of this jurisdiction.

105.5 Expiration.

1. Every permit issued shall expire two years from the date of issuance. For nonresidential or mixed-use construction, the building official may approve a request for an extended expiration date where a construction schedule is provided by the applicant and approved prior to permit issuance.
2. During or after a declared emergency covered under RCW chapter 38.52, the building official may authorize one 6-month extension to an unexpired permit if the building official finds that the state of emergency resulted in a stoppage of work or substantial construction delays.
3. The building official may approve a request to renew a permit if an additional fee has been paid, a construction schedule and management plan is provided and approved, and no changes are proposed to the approved plans by the applicant. Requests for permit renewals shall be submitted prior to or not more than 90-days after permit expiration. When determining whether to approve a building permit renewal, the building official may consider whether a previously approved construction schedule for the building permit has been adhered to by the applicant. In cases where a construction schedule has not been adhered to, due to reasonably unforeseeable delays, the building official may authorize renewal of the permit. Renewed permits shall expire 3 years from the date of issuance of the original permit, except when an extension is granted by the building official under the provisions of subsection 2, above, and then renewed permits shall expire 3.5 years from the date of issuance. The building official shall not authorize a permit renewal if the construction schedule supplied with the renewal request will not result in the completion of work within the time period authorized under the permit renewal. For permits that have expired, a new permit must be obtained and new fees paid. No permit shall be renewed more than once.
4. Electrical, mechanical and plumbing permits shall expire at the same time as the associated building permit except that if no associated building permit is issued, the electrical, mechanical and/or plumbing permit shall expire 180 days from issuance.
5. If a permit expired without final inspection and no further work was performed during the expiration period, the building official may authorize a 30-day extension to an expired permit for the purpose of performing a final inspection and closing out the permit as long as not more than 180 days has passed since the permit expired. The 30-day extension would commence on the date of written approval. If work required under a final inspection is not completed within the 30-day extension period, the permit shall expire. However, the building official may authorize an additional 30-day extension if conditions outside of the applicant's control exist and the applicant is making a good faith effort to complete the permitted work.

105.6 Construction management plan and construction schedule.

1. Every permit issued for the construction of a new ~~single-family~~single-family home with a gross floor area of more than 6,000 square feet, or as required for a permit renewal under section 105, shall provide a construction management plan and a construction schedule for approval by the building official.
2. Every permit issued for the remodel or addition to a ~~single-family~~single-family home that will result in the modification of more than 6,000 square feet gross floor area, or the addition of more than 3,000

square feet gross floor area, or as required for a permit renewal under section 105, shall provide a construction management plan and a construction schedule for approval by the building official.

3. The construction management plan shall include measures to mitigate impacts resulting from construction noise, deliveries and trucking, dust/dirt, use of the street for construction related staging and parking, off-site parking, and haul routes. The building official may require additional information as needed to identify and establish appropriate mitigation measures for construction related impacts.
4. The construction schedule shall identify major milestones, anticipated future phases, and anticipated completion dates. The construction schedule shall establish a timeline for completion of exterior and interior building related construction activity and site work. The construction schedule shall incorporate appropriate measures to address unforeseeable delays and shall provide for contingencies. The building official may require additional information or revisions to the construction schedule.
5. The building official is authorized to take corrective measures as needed to ensure adherence to the approved construction management plan and construction schedule.

105.7 Suspension or revocation. The building official is authorized to suspend or revoke a permit issued under the provisions of the construction codes and the Construction Administrative Code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of the construction codes and the Construction Administrative Code.

105.8 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project. For access to permit for inspections, see Section 110.6.

105.9 Simultaneous issuance of permits. Land clearing, building demolition, and grading permits will not be issued prior to the issuance of a building permit when a separate land clearing, building demolition, or grading permit is required; provided, however, that after due consideration of the specific circumstances of the project the building official may issue such permits prior to issuance of a building permit, otherwise all permits are to be issued simultaneously.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

106.1 Live Loads Posted. Where the live load for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m²), such design live load shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs required by Section 106.1 have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 ~~SUBMITTAL~~ CONSTRUCTION DOCUMENTS

107.1 ~~Submittal~~ Construction documents. Submittal documents consisting of construction documents, statement of special inspection and structural observation programs, engineering reports and calculations, diagrams and other data shall be submitted with each permit application for a permit. The construction documents shall be prepared by a registered design professional where required by the State of Washington. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the requirement for submission of construction documents and other data if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with the construction codes.

107.2 Construction documents. Construction documents shall be in accordance with sections 107.2.1 through ~~107.2.5~~ 107.2.9.

107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed in the proper orientation and layout as it is to be constructed and show in detail that it will conform to the provisions of the construction codes and the Construction Administrative Code and relevant laws, ordinances, rules and regulations, as determined by the building official. The plans must include the relevant items listed in this section and any other information or documents as deemed necessary by the building official.

107.2.1.1 Structural information. Structures or portions thereof, constructed under the IBC shall have construction documents include the information specified in section 1603 of the IBC.

107.2.1.1 Nonstructural components. Construction documents shall indicate if structural support and anchoring documentation for nonstructural components is part of the design submittal or a deferred submittal. The construction documents for nonstructural components shall at a minimum identify the following:

1. All nonstructural components required by ASCE 7 Section 13.1.3 to have an importance factor of, I_p , of 1.5.
2. All mechanical equipment, fire sprinkler equipment, electrical equipment, and other nonstructural components required by ASCE 7 Section 13.1.3 Item 1 to be operational following a seismic event that require designated seismic systems per ASCE 7 Section 13.2.2 and special inspections per Section 1705.13.4.

107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with the construction codes, the Construction Administrative Code, and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9 of the IBC. Shop drawings shall be prepared by a certified individual as required by the State of Washington.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of the construction codes. In other than one- and two-family dwellings and their accessory structures, the construction documents shall designate the number of occupants to be accommodated on every floor and in all rooms and spaces.

107.2.4 Exterior envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with the construction codes. The construction documents shall provide details of the exterior wall envelope as required, including flashing; intersections with dissimilar materials; corners; end details; control joints; intersections at roof eaves or parapets; means of drainage; water-resistive membranes; and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

Exception: Subject to the approval of the building official, one- and two-family dwellings and Group R-3 and U occupancies may be exempt from the detailing requirements of this section.

107.2.4.1 Building enclosure design requirements of multiunit residential buildings or rehabilitative construction subject to the regulations of RCW Chapter 64.55.

1. Any person applying for a building permit for construction of a multiunit residential building or rehabilitative construction shall submit building enclosure design documents to the building official prior to the start of construction or rehabilitative construction of the building enclosure. If construction work on a building enclosure is not rehabilitative construction because the cost thereof is not more than five percent of the assessed value of the building, then the person applying for a building permit

shall submit to the building official a letter so certifying. Any changes to the building enclosure design documents that alter the manner in which the building or its components is waterproofed, weatherproofed, and otherwise protected from water or moisture intrusion shall be stamped by the architect or engineer and shall be provided to the building official and to the person conducting the course of construction inspection in a timely manner to permit such person to inspect for compliance therewith, and may be provided through individual updates, cumulative updates, or as-built updates.

2. The building official shall not issue a building permit for construction of the building enclosure of a multiunit residential building or for rehabilitative construction unless the building enclosure design documents contain a stamped statement by the person stamping the building enclosure design documents in substantially the following form: "The undersigned has provided building enclosure documents that in my professional judgment are appropriate to satisfy the requirements of RCW 64.55.005 through 64.55.090."
3. The building official is not charged with determining whether the building enclosure design documents are adequate or appropriate to satisfy the requirements of RCW 64.55.005 through RCW 64.55.090. Nothing in RCW 64.55.005 through RCW 64.55.090 requires a building official to review, approve, or disapprove enclosure design documents.

See MICC 19.08.060, Condominium conversions, for additional requirements.

107.2.4.2 Exterior balconies and elevated walking surfaces. Where balconies or other elevated walking surfaces ~~are exposed to water from direct or blowing rain, snow, or irrigation, have weather exposed surfaces~~ and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

107.2.5 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that is to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for an alteration or repair or when otherwise warranted.

107.2.5.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1 of the IBC.

107.2.6 Electrical.

1. Electrical Engineer. Electrical plans for the following installations shall be prepared by or under the direction of an electrical engineer registered under RCW Chapter 18.43, and WAC Chapters 392-344, 246-320, and 388-97. All electrical plans must bear the engineer's stamp and signature.
 - a. All educational facilities, hospitals and nursing homes;
 - b. All services or feeders rated 1,600 amperes or larger;
 - c. All installations identified in the National Electrical Code requiring engineering supervision;
 - d. As required by the building official for installations which by their nature are complex, hazardous or pose unique design problems.
2. Information on construction documents. Construction documents shall identify the name and classification of the facility and clearly show the electrical installation or alteration in floor plan view, include all switchboard and panelboard schedules and when a service or feeder is to be installed or altered, must include a riser diagram, load calculation, fault current calculation, and interrupting rating of equipment.

3. Penetrations. Construction documents shall indicate where penetrations will be made for electrical systems and shall indicate the materials and methods for maintaining required structural safety, fire-resistance rating and fire-blocking.
4. Load calculations. Where an addition or alteration is made to an existing electrical system, an electrical load calculation shall be prepared to determine if the existing electrical service has the capacity to serve the added load.
5. Plan review required. Electrical plan review is required for all new or altered electrical projects in the following occupancies and/or installations:
 - a. Educational, institutional, or health care facilities/buildings as follows:
 - Hospital
 - Nursing home unit or long-term care unit
 - Boarding home
 - Assisted living facility
 - Private alcoholism hospital
 - Alcoholism treatment facility
 - Private psychiatric hospital
 - Maternity home
 - Ambulatory surgery facility
 - Renal hemodialysis clinic
 - Residential treatment facility for psychiatrically impaired children and youth
 - Adult residential rehabilitation center
 - Educational facilities
 - Institutional facilities

Exceptions:

1. Electrical Plan review is not required for the above educational, institutional, or health care facilities buildings where:
 - a. Lighting specific projects that result in an electrical load reduction on each feeder involved in the project;
 - b. Low voltage systems;
 - c. Modification to existing electrical installations where all of the following conditions are met:
 - i. Service or distribution equipment involved is rated less than 100 amperes and does not exceed 250 volts;
 - ii. Does not involve emergency systems other than listed unit equipment per NEC 700.12(F);
 - iii. Does not involve branch circuits or feeders of an essential electrical system as defined in NEC 517.2; and
 - iv. Service and feeder load calculations are increased by 5% or less.
 - d. Stand-alone utility fed services that do not exceed 250 volts, 100 amperes where the project's distribution system does not include:
 - i. Emergency systems other than listed unit equipment per NEC 700.12(F);

- ii. Critical branch circuits or feeders as defined in NEC 517.2; or
 - iii. A required fire pump system.
2. Alterations in non-residential occupancies 2,500 square feet and greater.
 3. Installations in occupancies, except one and two family dwellings, where a service or feeder rated 100 amperes or greater is installed or altered or if more than 100 amperes is added to the service or feeder.
 4. All work on electrical systems operating at/over 600 Volts.
 5. All commercial generator installations or alterations.
 6. All work in areas determined to be hazardous (classified) location by the NEC.
 7. If 60% or more of luminaires change.
 8. Installations of switches or circuit breakers rated four hundred amperes or over except for one and two family dwellings.
 9. Wind driven generators.
 10. Solar photovoltaic systems.
 11. Any proposed installation which cannot be adequately described in the application form.

107.2.7 Plumbing. Plans must be submitted for review and approval whenever the scope of the work is too complex for inspection alone as determined by the building official.

107.2.8 Mechanical. Plans must be submitted for review and approval whenever the scope of the work is too complex for inspection alone as determined by the building official.

107.2.9 Relocatable Buildings. Construction documents for relocatable buildings shall comply with [Section IBC 3112.3.113](#).

107.2.10 Information on storm shelters. Construction documents for storm shelters shall include the information required in ICC 500.

107.2.11 Information for structures located in wildland-urban interface areas. In addition to the above requirements, site plans shall include topography, width and percent of grade of access roads, landscape and vegetation details, locations of structures or building envelopes, existing or proposed overhead utilities, occupancy classification of buildings, types of ignition-resistant construction of buildings, structures and their appendages, roof classification of buildings and site water supply systems. The code official is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted.

107.2.11.1 Vegetation management plans. Where utilized by the permit applicant pursuant to IWUIC Section 502, vegetation management plans shall be prepared and shall be submitted to the code official for review and approval as part of the plans required for a permit.

107.2.11.2 Fire protection plan. Where required by the code official pursuant to IWUIC Section 405, a fire protection plan shall be prepared and shall be submitted to the code official for review and approved as a part of the plans required for a permit.

107.2.11.3 Other data and substantiation. Where required by the code official, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

107.2.11.4 Vicinity plan. In addition to the requirements for site plans, plans shall include details regarding the vicinity within 300 feet (91 440 mm) of lot lines, including other structures, slope, vegetation, fuel breaks, water supply systems and access roads.

107.3 Examination of documents. The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of the construction codes, the Construction Administrative Code, and other pertinent laws or ordinances.

107.3.1 Use of consultants. Whenever review of a building permit application requires retention by the jurisdiction for professional consulting services, the applicant shall reimburse to the jurisdiction the cost of such professional consulting services. This fee shall be in addition to the normal plan review and building permit fees. The jurisdiction may require the applicant to deposit an amount with the jurisdiction estimated in the discretion of the building official to be sufficient to cover anticipated costs to retaining professional consultant services and to ensure reimbursement for such costs.

107.3.2 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official either as a paper or electronic set. Another set shall be returned to the applicant, either as a paper or electronic set, and shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

107.3.3 Phased approval. The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of the construction codes and the Construction Administrative Code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

107.4 Design professional in responsible charge.

107.4.1 General. When it is required that documents be prepared by a qualified registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Where structural observation is required by Section 1704.6 of the IBC, the inspection program shall name the individual or firms who are to perform structural observations and describe the stages of construction at which structural observation is to occur (see also other duties specified in Chapter 17 of the IBC).

107.4.2 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period. Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall indicate the list of deferred submittals on the construction documents for review by the building official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and have been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official. The building official is authorized to charge an additional plan review fee to evaluate deferred submittals under the provisions of this section.

107.5 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents. The building official is authorized to charge an additional plan review fee to evaluate revisions to the approved construction documents.

107.6 Retention of construction documents. One set of approved construction documents shall be retained by the building official for a period of not less than 180 days from date of completion of the permitted work or as required by state or local laws.

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

Exceptions:

1. The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables and fruits. "Temporary growing structure" means a structure that has the sides and roof covered with polyethylene, polyvinyl or similar flexible synthetic material and is used to provide plants with either frost protection or increased heat retention. A temporary growing structure is not considered a building for purposes of this code.
2. The provisions of this code do not apply to the construction, alteration, or repair of temporary worker housing except as provided by rule adopted under RCW Chapter 70.114A or Chapter 37, Laws of 1998 (SB 6168). "Temporary worker housing" means a place, area or piece of land where sleeping places or housing sites are provided by an employer for his or her employees or by another person, including a temporary worker housing operator, who is providing such accommodations for employees, for temporary, seasonal occupancy, and includes "labor camps" under RCW 70.54.110.
3. The building official may authorize unheated tents and yurts under 500 square feet accommodating R-1 occupancy for recreational use as a temporary structure and allow them to be used indefinitely.

108.2 Electrical. If the building official finds that the safety of life and property will not be jeopardized, permits may be issued for temporary electrical installations for use during the construction of buildings or for carnivals, conventions, festivals, fairs, the holding of religious services, temporary lighting of streets, or other approved uses. Permission to use such temporary installation shall not be granted for a greater length of time than thirty days, except that a permit for a temporary installation to be used for constructing of a building may be issued for the period of construction. Should such temporary lighting be over the street area, the proper authorization for such use of the street must first be obtained.

All such temporary installations shall be made in accordance with the requirements of this NEC; provided, that the building official may permit deviations which will not permit hazards to life or property; and further provided, that whenever such hazards are deemed by the building official to exist, the building official may at once rescind or cancel the permit covering such installation and disconnect or order the disconnection of all energy to such equipment.

108.3 Conformance. Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of the construction codes as necessary to ensure the public health, safety and general welfare.

108.4 Termination of approval. The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

108.5 Bonds and set-aside accounts. The building official may require a performance bond or set-aside account to be in place prior to issuance of a permit for temporary structures and temporary uses.

SECTION 109 FEES

109.1 Payment of fees. A permit shall not be valid until applicable development and construction permit fees established by City Council by resolution have been paid, nor shall an amendment to a permit be released until any additional fee required, if any, has been paid.

109.2 Schedule of permit fees. On buildings, structures, gas, mechanical, electrical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with a schedule of fees to be recommended by the building and/or code official and approved by city council by resolution.

109.3 Plan Review Fees. When submittal documents are required by Section 107, a plan review fee shall be paid at the time of submitting the construction documents for plan review. The building official may have the option to charge a deposit in lieu of the full plan review fee if the full amount is not known at the time. Any plan review deposit shall be applied toward the total plan review fee owed. The actual permit fees and related plan review fee shall be determined upon completion of the plan review and the balance owing shall be paid at the time of permit issuance. The plan review fee shall be a separate fee from the permit fees specified in this section and is in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.4.2, an additional plan review fee shall be charged at the rate set forth by resolution.

109.4 Building permit valuations. The applicant for a permit shall provide an estimated permit valuation at time of application. The determination of valuation shall be made by the building official if not clearly established by resolution.

109.5 Work commencing before permit issuance. Any person who commences any work on a building, structure, gas, mechanical, electrical or plumbing system before obtaining the necessary permits shall be subject to a stop work order and a special investigation fee in an amount equal to twice the permit fee, or otherwise established by the building official. The special investigation fee shall be paid in addition to the required permit fees.

109.6 Related fees. The payment of fees for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

109.7 Refunds. The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this chapter. The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of application.

SECTION 110 INSPECTIONS

110.1 General. The building official is authorized to require construction or work for which a permit is required to be inspected, and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of the construction codes, the Construction Administrative Code, or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of the construction codes, the Construction Administrative Code, or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expenses entailed in the removal or replacement of any material, product, system or building component required to allow inspection to validate compliance with the Construction Codes or Construction Administrative Code.-

110.2 Preliminary inspections. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures, installations, and sites for which an application has been filed.

110.3 Manufacturer's installation instructions. Manufacturer's installation instructions, as required by the construction codes, shall be available on site at the time of inspection.

110.4 Required inspections. The building official, designated agent, or approved agency, upon notification, shall make the inspections set forth in Sections 110.4.1 through 110.4.16.

110.4.1 Footing and foundation inspection. Footing and foundation inspections shall be made after poles or piers are set or trenches or basement areas are excavated and all required hold-down anchor bolts, hold-down straps, any forms erected, and any required reinforcing steel is in place and supported. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment and special requirements for wood foundations. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.4.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, slab insulation, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.4.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in IBC Section 1612 or IRC Section R322 shall be submitted to the building official. FEMA Flood elevation certificates shall contain an original stamp and signature of the Surveyor, licensed by the State of Washington, and shall document the elevation of the lowest floor, including basement, and other information required by the flood elevation certificate.

110.4.4 Exterior wall sheathing inspection. Exterior wall sheathing shall be inspected after all wall framing is complete, strapping and nailing is properly installed but prior to being covered.

110.4.5 Roof sheathing inspection. The roof sheathing shall be inspected after all roof framing is complete. No roof coverings shall be installed until inspections are made and approved.

110.4.6 IMC/UPC/Gas/NEC rough-in inspection. Rough-in mechanical, gas piping, plumbing and electrical systems shall be inspected after the roof, framing, fire-blocking and bracing are in place and all components to be concealed are complete, and if required, under test prior to covering or concealment, before fixtures or appliances are set or installed, and prior to framing inspection. No connections to primary utilities shall be made until the rough-in work is inspected and approved. Joints and connections in the plumbing system shall be gastight and watertight for the pressures required by the test.

Exception: Backfilling of ground-source heat pump loop systems tested in accordance with section M2105.28 prior to inspection shall be permitted.

No test or inspection shall be required where a plumbing system, or part thereof, is set up for exhibition purposes and has no connection with a water or drainage system.

The requirements of this section shall not be considered to prohibit the operation of any heating equipment or appliances installed to replace existing heating equipment or appliances serving an occupied portion of a structure provided that a request for inspection of such heating equipment or appliances has been filed with the department not more than 48 hours after such replacement work is completed, and before any portion of such equipment or appliances is concealed by any permanent portion of the structure.

110.4.7 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking, draft-stopping and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, fire-suppression piping, heating wires, pipes and ducts are approved and the building is substantially dry.

110.4.8 Weather Resistance.

110.4.8.1 Exterior Finish and Insulation Systems (EFIS), Lath and gypsum board inspection. EFIS, Lath and gypsum board inspections shall be made after backing, lathing or gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished. Also, see Section 110.4.15 for Building enclosure special inspection requirements of RCW Chapter 64.55.

Exception: Interior gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly does not require inspection.

110.4.8.2 Weather-exposed balcony and walking surface waterproofing. Where balconies or other elevated walking surfaces ~~are exposed to water from direct or blowing rain, snow or irrigation~~ have weather-exposed surfaces, and their structural framing is protected by an impervious moisture barrier, all elements of the impervious moisture barrier system shall not be concealed until inspected and approved.

Exception: Where special inspections are provided in accordance with Section 1705.1.1, Item 3.

110.4.9 Fire-resistance-rated construction inspections. Where fire-resistance-rated construction is required, an inspection of such construction shall be made after lathing or gypsum board or gypsum panel products are in place, but before any plaster is applied, or before board or panel joints and fasteners are taped and finished. Protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

110.4.9.1 Fire and smoke resistant penetrations.

Protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers and smoke partitions should not be concealed from view until inspected and approved.

110.4.9.2 Types IV-A, IV-B and IV- C connection protection inspection.

In buildings of Types IV-A, IV-B and IV- C construction, where connection fire resistance ratings are provided by wood cover calculated to meet the requirements of Section 2304.10.1, inspection of wood cover shall be made after the cover is installed, but before any other coverings are finishes are installed.

110.4.10 Energy efficiency inspections per the requirements of WSEC ~~C104-C105~~ and ~~R104R105~~.

110.4.10.1 ~~Envelope~~Energy Code Inspections. In addition to the inspections required in WAC Chapters 51-11C and 51-11R, the following inspections are also required:

1. Footing and foundation insulation. Inspections shall verify footing and/or foundation insulation R-value, location, thickness, depth of burial and protection of insulation as required by the code, approved plans and specifications.
2. Thermal envelope. Inspections shall be made before application of interior finish and shall verify that envelope components with the correct type of insulation, the R-values, the correct location of insulation, the correct fenestration, the U-factor, SHGC, VT, and air leakage controls are properly installed as required by the code, approved plans and specifications, including envelope components in future tenant spaces of multitenant buildings.
3. Plumbing system. Inspections shall verify the type of insulation, the R-values, the protection required, controls, and heat traps as required by the code, approved plans and specifications.
4. Mechanical system. Inspections shall verify the installed HVAC equipment for the correct type and size, controls, duct and piping insulation R-values, duct system and damper air leakage, minimum fan efficiency, energy recovery and economizer as required by the code, approved plans and specifications.
5. Electrical system. Inspections shall verify lighting system controls, components, meters, motors and installation of an electric meter for each dwelling unit as required by the code, approved plans and specifications.

- ~~1. Wall insulation. The wall insulation inspection is to be made after exterior wall weather protection and all wall insulation and air vapor retarder sheets or film materials are in place, but before any wall covering is placed.~~
- ~~2. Glazing. The glazing inspection is to be made after glazing materials are installed in the building.~~
- ~~3. Exterior roofing insulation. The exterior roofing insulation inspection is to be made after the installation of the roofing and roof insulation, but before concealment.~~
- ~~4. Slab/floor insulation. The slab/floor insulation inspection is to be made after the installation of the slab/floor insulation, but before concealment.~~

~~Also, see Section 110.4.15 for Building enclosure special inspection requirements of RCW Chapter 64.55.~~

110.4.10.2 Mechanical.

1. Mechanical equipment efficiency and economizer. The mechanical equipment efficiency and economizer inspection is to be made after all equipment and controls required by the construction codes are installed and prior to the concealment of such equipment or controls.
2. Mechanical pipe and duct insulation. The mechanical pipe and duct insulation inspection is to be made after all pipe, fire-suppression piping and duct insulation is in place, but before concealment.

110.4.10.3 Lighting and motors.

1. Lighting equipment and controls. The lighting equipment and controls inspection is to be made after the installation of all lighting equipment and controls required by the construction codes, but before concealment of the lighting equipment.
2. Motors. Motor inspections are to be made after installation of all equipment covered by the construction codes, but before concealment.

110.4.11 Electrical.

1. The installation, alteration or extension of any electrical system, fixtures or components for which a permit is required by this code shall be subject to inspection by the building official and such electrical systems, fixtures and components shall remain accessible and exposed for inspection purposes until approved by the building official. It shall be the duty of the permit applicant to cause the electrical systems to remain accessible and exposed for inspection purposes. The city shall not be liable for expenses entailed in the removal or replacement of material required to permit inspection. When the installation of an electrical system is complete, an additional and final inspection shall be made. Electrical systems and equipment regulated by the National Electrical Code shall not be connected to the energy source until authorized by the building official.
2. The building official may require special inspection of equipment or wiring methods where the installation requires special training, equipment, expertise, or knowledge. Where such special inspection is required, it shall be performed by an independent third party acceptable to the building official. The special inspection person/agency shall be designated and approved prior to beginning the installation of wiring or equipment. A written report from the designated special inspection agency indicating that the installation conforms to the appropriate codes and standards shall be received by the building official prior to that installation being approved. All costs for such testing and reporting shall be the responsibility of the permit holder.
3. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of the National Electrical Code or of other ordinances of the city. Inspections presuming to give authority to violate or cancel the provisions of the National Electrical Code or other ordinances of the city shall not be valid.
4. The building official, upon notification, shall make the inspections set forth in this section:

- a. Underground. Underground inspection shall be made after trenches or ditches are excavated and bedded, piping and conductors are installed, and before backfill is put in place. Where excavated soil contains rocks, broken concrete, frozen chunks and other rubble that would damage or break the raceway, cable or conductors, or where corrosive action will occur, protection shall be provided in the form of granular or selected material, approved running boards, sleeves or other means.
 - b. Rough-in. Rough-in inspection shall be made after the roof, framing, fire-blocking and bracing are in place and all wiring and other components to be concealed are complete, and prior to the installation of wall or ceiling membranes. All required equipment grounding conductors installed in concealed cable or flexible conduit systems must be completely installed and made up at the time of the rough-in cover inspection.
 - c. Other inspections. In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws, which are enforced by the city.
 - d. Final Inspection. The final inspection shall be made after all work required by the permit is completed.
5. Traffic management systems.
- a. The city will perform the electrical inspection and acceptance of traffic management systems within its jurisdiction. A traffic management system includes:
 - i. Traffic illumination systems;
 - ii. Traffic signal systems;
 - iii. Traffic monitoring systems;
 - iv. The electrical service cabinet and all related components and equipment installed on the load side of the service cabinet supplying electrical power to the traffic management system; and
 - v. Signalization system(s) necessary for the operation of a light rail system. A traffic management system can provide signalization for controlling vehicular traffic, pedestrian traffic, or rolling stock.
 - b. The city recognizes that traffic signal conductors, pole and bracket cables, signal displays, traffic signal controllers/cabinets, and associated components used in traffic management systems are acceptable for the purpose of meeting the requirements of RCW Chapter 19.28 provided they conform with the following standards or are listed on the Washington state department of transportation (WSDOT) qualified products list.

WSDOT/APWA Standard Specifications and Plans;

WSDOT Design Manual;

International Municipal Signal Association (IMSA);

National Electrical Manufacturers Association (NEMA);

Federal Standards 170/Controller Cabinets;

Manual for Uniform Road, Bridge, and Municipal Construction;

Institute of Transportation Engineers (ITE);

Manual of Uniform Traffic Control Devices (MUTCD).
 - c. Associated induction detection loop or similar circuits will be accepted by the department or city authorized to do electrical inspections without inspection.

- d. For the licensing requirements of RCW Chapter 19.28, jurisdictions will be considered owners of traffic management systems when doing electrical work for another jurisdiction(s) under a valid interlocal agreement, as permitted by RCW Chapter 39.34. Interlocal agreements for traffic management systems must be filed with the department or city authorized to do electrical inspections prior to work being performed for this provision to apply.
- e. Jurisdictions, with an established electrical inspection authority, and WSDOT may perform electrical inspection on their rights-of-way for each other by interlocal agreement. They may not perform electrical inspection on other rights-of-way except as allowed in RCW Chapter 19.28 or 39.34.
- f. Underground installations.
 - i. In other than open trenching, raceways will be considered "fished" according to the NEC and do not require visual inspection.
 - ii. The department or city authorized to do electrical inspections will conduct inspections in open trenching within its jurisdiction upon request.
- g. Identification of traffic management system components. Local government jurisdictions or WSDOT may act as the certifying authority for the safety evaluation of all components.
 - i. An electrical service cabinet must contain only listed components. The electrical service cabinet enclosure is not required to be listed but will conform to the standards in subsection (h) of this section.
 - ii. The local government jurisdiction must identify, as acceptable, the controller cabinet or system component(s) with an identification plate. The identification plate must be located inside the cabinet and may be attached with adhesive.
- h. Conductors of different circuits in same cable, enclosure, or raceway. All traffic management system circuits will be permitted to occupy the same cable, enclosure, or raceway without regard to voltage characteristics, provided all conductors are insulated for the maximum voltage of any conductor in the cable, enclosure, or raceway.

110.4.12 Reinspection. The building official may require a structure or portions of work to be reinspected. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which the inspection was requested is not complete; or when previous corrections called for are not made; or when the approved plans and permit are not on site in a conspicuous or pre-approved location; or when the building is not accessible. In instances where reinspection fees have been assessed, no additional inspection of the work shall be provided by the city until the required fees are paid.

110.4.13 Other inspections. In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of the construction codes, the Construction Administrative Code, and other laws or ordinances of the city.

110.4.14 Special inspections. In addition to the inspections specified above, the building official is authorized to make or require special inspections for any type of work related to the construction codes by an approved agency at no cost to the jurisdiction.

110.4.15 Building enclosure special inspection requirements of RCW Chapter 64.55. RCW Chapter 64.55 requires affected multiunit residential buildings to provide a building enclosure inspection performed by a third party, independent, and qualified inspector during the course of initial construction and during rehabilitative construction. The city does not verify the qualifications of the inspector or determine whether the building enclosure inspection is adequate or appropriate. However, the City is prohibited from issuing a certificate of occupancy for the building until the inspector prepares a report and submits to the building department a signed letter certifying that the building enclosure has been inspected during the course of construction or rehabilitative construction and that the construction is in substantial compliance with the building enclosure design documents.

See Section 107.2.4.1 Building enclosure design requirements of RCW Chapter 64.55 for additional requirements.

110.4.16 Final inspection. The final inspection shall be made after all work required by the building permit is completed.

110.4.16.1 Commercial energy code final. The final inspection shall include verification of the installation and proper operation of all required building controls, and documentation verifying activities associated with required building commissioning have been conducted in accordance with WSEC C408.

110.5 Inspection agencies. The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.6 Inspection requests. It shall be the duty of the permit holder or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by the construction codes and the Construction Administrative Code.

110.7 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with the construction codes or the Construction Administrative Code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized or approved by the building official.

SECTION 111 CERTIFICATE OF OCCUPANCY

111.1 Use and Change of occupancy. A building or structure shall not be used or occupied in whole or in part, and a change of occupancy of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of the construction codes, the Construction Administrative Code, or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

Exceptions:

1. Work exempt from permits per Section 105.2.
2. For single family dwellings and their accessory structures, the City issued building permit inspection record may serve as the certificate of occupancy when the final inspection has been approved by the building official or the building official's designee.

111.2 Change in use. Changes in the character or use of an existing structure shall not be made except as specified in Section 506 and 507 of the International Existing Building Code.

111.23 Certificate issued. After the building official inspects the building or structure and finds no violations of the provisions of the construction codes, the Construction Administrative Code, or other laws or ordinances that are enforced by this jurisdiction, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.

5. A statement that the described portion of the structure has been inspected for compliance with the requirements of the construction codes and the Construction Administrative Code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy.
9. The type of construction.
10. The design occupant load.
11. Where~~if~~ an automatic sprinkler system is provided, and whether the sprinkler system is required.
12. Any special stipulations and conditions of the building permit.

111.43 Temporary or phased occupancy. The building official is authorized to issue a temporary or phased certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official is authorized to require in addition to the completion of life safety building components any or all accessibility components. The building official shall set a time period during which the temporary or phased certificate of occupancy is valid. The building official is authorized to require that a performance bond be posted with the city in an amount equal to 150 percent of the incomplete work as determined by the design professional. The bond shall be refundable upon inspection, final approval and a request in writing for the refund. It shall be the duty of the applicant to request the refund.

111.54 Revocation. The building official is authorized to, in writing, suspend or revoke a certificate of occupancy issued under the provisions of the construction codes and the Construction Administrative Code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of the construction codes or the Construction Administrative Code.

SECTION 112 SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power, or a water system or sewer system to any building or system that is regulated by the construction codes or the Construction Administrative Code for which a permit is required, until approved by the building official.

112.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by the construction codes and the Construction Administrative Code in case of emergency where necessary to eliminate an immediate hazard to life or property, or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The building official shall notify the serving utility and, wherever possible, the owner or the owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified by some method prior to disconnecting, the owner or the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

112.4 Connection after order to disconnect. A person shall not make energy source connections to mechanical, plumbing, or electrical systems regulated by the construction codes, which have been disconnected or ordered to be disconnected by the building official, or the use of which has been ordered to be discontinued by the building official until the building official authorizes the reconnection and use of such systems. Where a system is maintained in violation of the construction code, and in violation of a notice

issued pursuant to the provisions of this section, the building official shall institute appropriate action to prevent, restrain, correct or abate the violation.

SECTION 114 VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by the construction codes and the Construction Administrative Code, or cause same to be done, in conflict with or in violation of any of the provisions of the construction codes or the Construction Administrative Code.

114.2 Enforcement. Enforcement of the construction codes and the Construction Administrative Code shall be in conformance with the procedures set forth in chapter 6.10 MICC; provided, that references to the development code shall be deemed to refer to the Construction Administrative Code and the Construction Codes.

114.3 Enforcement Authority.

1. Community Planning and Development (CPD). CPD shall be responsible for enforcement of the construction codes, under the administrative and operational control of the building official, who shall be designated by the code official (as defined by MICC 19.16.010); provided, the fire code official or his or her designee shall be responsible for enforcement of the International Fire Code, the International Wildland-Urban Interface Code, IBC Chapter 9 — Fire Protection Systems and IRC Appendix V related to residential fire sprinklers.
2. Building Official. The building official is responsible for administration and interpretation of the Construction Administrative Code and the construction codes; provided, the fire code official or his or her designee shall be responsible for administration and interpretation of the ~~fire code~~International Fire Code, the International Wildland-Urban Interface Code, IBC Chapter 9 — Fire Protection Systems and IRC Appendix V related to residential fire sprinklers.

Whenever the term or title "administrative authority," "responsible official," "building official," "chief inspector," "code enforcement officer" or other similar designation is used in this title or in any of the construction codes, it shall be construed to mean the building official designated by the code official; provided, with regard to the International Fire Code, it shall mean the fire code official or his or her designee.

SECTION 115 STOP WORK ORDER

115.1 Authority. Whenever the building official finds any work being performed in either a dangerous or unsafe manner or in a manner ~~either~~ contrary to the provisions of the construction codes, the Construction Administrative Code, or other pertinent laws or ordinances implemented through the enforcement of the construction codes and the Construction Administrative Code, the building official is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work ~~will be permitted~~is authorized to resume.

115.3 Investigation fee. The building official is authorized to assess a special investigation fee for the issuance of a stop work order when work has started without the issuance of a permit. The special investigation fee shall be determined by Section 109.5.

~~ICC 115.34~~ Emergencies.

Where an emergency exists, the building official shall not be required to give written notice prior to stopping the work.

~~115.45 Unlawful continuance~~**Failure to comply.** Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by chapter 6.10 MICC.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

116.1 General. Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in the Uniform Code for the Abatement of Dangerous Buildings or the Uniform Housing Code. A vacant structure that is not secured against unauthorized entry shall be deemed unsafe. Additionally, the provisions of the MICC Title 6 – Building and land Use Code Enforcement ordinance may be utilized.

116.2 Restoration. Where the structure or equipment determined to be unsafe by the building official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of chapter 17.14 MICC, Section 105 and the International Existing Building Code.

SECTION 117 FEES

117.1 Fees. Fees shall be recommended by the building and/or code official and established by resolution of the Mercer Island city council for each permit required under the construction codes. No permit shall be issued until the required fees have been paid.

SECTION 118 REFERENCES TO CODES NOT ADOPTED

118.1 Corresponding Codes. Where codes and standards adopted in this title make reference to codes and standards not adopted in this title, the codes and standards not adopted shall be deemed to refer to adopted codes or standards as follows:

1. References to the International Plumbing Code shall be deemed to refer to the Uniform Plumbing Code.
2. References to the International Electrical Code shall be deemed to refer to the Washington Cities Electrical Code.
3. References to the International Property Maintenance Code shall be deemed to refer to either the Uniform Housing Code or the Uniform Code for the Abatement of Dangerous Buildings as set forth in chapter 17.14 MICC, the Construction Administrative Code, subsection 101.5.7.
4. References to the International Energy Conservation Code shall be deemed to refer to the Washington State Energy Code.

118.2 Codes and Standards Not Referenced — Coordination of Section References. In the event of references in a code, standard, or section that do not correlate accurately to adopted codes, standards, or sections, the building official shall determine the code, standard or section that most closely correlates.

(Ord. 21C-01 § 1 (Exh. A); Ord. 20C-21 § 1; Ord. 18C-06 § 1 (Att. A); Ord. 17C-15 § 1 (Att. A); Ord. 17C-12 § 4; Ord. 16C-04 § 11; Ord. 15C-14 § 2; Ord. 13C-06 § 10; Ord. 10C-03 § 11; Ord. 07C-04 § 12; Ord. 04C-12 § 4)

17.14.020 Appeals.

- A. *Appeals to Hearing Examiner.*

1. Appeals of orders, decisions and determinations of the building or fire code official issued pursuant to MICC title 15 or this title that do not constitute enforcement actions shall be heard and decided by the city of Mercer Island hearing examiner pursuant to this section and chapter 3.40 MICC.
 2. To the extent the codes adopted by reference in this title refer to a "board of appeals" or a "building board of appeals," those references shall be deemed to refer to the city of Mercer Island hearing examiner.
- B. *Limitations on authority.* An appeal shall be based on a claim that the true intent of this chapter or the technical codes adopted in this title (the "technical codes") or the rules legally adopted thereunder have been incorrectly interpreted, that the provisions of this chapter or the technical codes do not apply or that an equally good or better form of construction, method of protection or safety is proposed. The hearing examiner shall have no authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner have the authority to waive requirements of either this code or of other codes, appendices and referenced code standards adopted by or through this code.
- On its own motion or on the motion of a party, the hearing examiner shall dismiss an appeal for lack of jurisdiction or authority.
- C. *Who can appeal, when to appeal and appeal fee.* For the purposes of this chapter, "appellant" shall be defined as the applicant and the owner of property to which the permit decision is directed, or anyone who is adversely affected by the order, determination, or decision. An appellant shall file an appeal of the order, decision or determination of the building or fire code official with the city clerk within 14 days of the date of the decision of the building or fire code official, using a form provided by the city. An appeal fee established by resolution shall be payable at the time an appeal is submitted. Failure to timely file the appeal or pay the appeal fee shall result in dismissal of the appeal.
- D. *Contents of appeal.* At a minimum, the written filing of an appeal shall contain:
1. A clear reference to the matter being appealed, including code citations for the section(s) of code subject to the appeal;
 2. A statement of the specific objections to the building or fire code official's order, decision or determination disputed by the appellant; and
 3. The relief sought by the appellant.
- E. *Notice of the appeal hearing.*
1. The building official shall prepare a notice of the appeal hearing containing the following:
 - a. The file number and a brief description of the matter being appealed;
 - b. A statement of the scope of the appeal including a summary of the elements of the building or fire code official's order, decision or determination that are contested in the appeal;
 - c. The time and place of the hearing on appeal before the hearing examiner; and
 - d. A statement of who may participate in the appeal.
 2. At least 15 days before the hearing on the appeal, the building official shall send a copy of the notice of appeal hearing to each person who has appealed the building or fire code official's order, decision or determination.
- F. *Participation in the appeal.* Only those parties who have appealed the building or fire code official's order, decision or determination may participate in the appeal. Appellants may participate in either or both of the following ways:
1. By submitting written comments or testimony to the hearing examiner prior to the commencement of the hearing; or

2. By appearing in person, or through a representative, at the hearing. The hearing examiner may reasonably limit the extent of oral testimony or oral argument to facilitate the orderly and timely conduct of the hearing.

G. *Scope of appeal.* The appeal will be an open record appeal hearing. The scope of the appeal is limited to the specific elements of the building or fire code official's order, decision or determination disputed by the appellant and the hearing examiner shall only consider comments, testimony and arguments on these specific elements.

Chapter 17.17 INTERNATIONAL EXISTING BUILDING CODE

17.17.010 Adoption.

The ~~2018-2021~~ International Existing Building Code (IEBC) is included in the adoption of the International Building Code as provided by IBC Section 101.4.7 and amended in WAC 51-50-480000, including Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings, excluding Chapter 1, Part 2, Administration. The Construction Administrative Code, as set forth in chapter 17.14 MICC, shall be used in place of IEBC Chapter 1, Part 2, Administration. Provided, that detached one- and two-family dwellings and ~~multiple single-family dwellings~~ ~~(townhouses)~~ townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with ~~this code or the International Residential Code.~~ Provided, that the Washington State Energy Code and the International Wildland Urban Interface Code shall be regulated by their respective provisions for existing buildings. Provided, that work regulated by this code is also regulated by the construction requirements for existing buildings within Chapter 11 of the International Fire Code, such work shall comply with applicable requirements in both codes.

(Ord. 21C-01 § 1 (Exh. A))

Chapter 17.18 INTERNATIONAL SWIMMING POOL AND SPA CODE

17.18.010 Adoption.

The ~~2018-2021~~ International Swimming Pool and Spa Code (ISPSC) is included in the adoption of the International Building Code as provided by IBC Section 3109.1 and amended in WAC 51-50-3109, and as provided by IRC Section ~~R329-R327~~ and amended in WAC 51-51-~~0329,0327~~ excluding Chapter 1, Part 2, Administration. The Construction Administrative Code, as set forth in chapter 17.14 MICC, shall be used in place of ISPSC Chapter 1, Part 2, Administration. The design and construction of swimming pools, spas, ~~hot tubs~~ and other aquatic recreation facilities shall comply with the ISPSC where the facility is one of the following, except that public swimming pool barriers are regulated by WAC 246-260-031(4):

- A. For the sole use of residents and invited guests at a single-family dwelling;
- B. For the sole use of residents and invited guests of a duplex owned by the residents; or
- C. Operated exclusively for physical therapy or rehabilitation and under the supervision of a licensed medical practitioner.

All other "water recreation facilities" as defined in RCW 70.90.110 are regulated under WAC Chapters 246-260 and 246-262.

(Ord. 21C-01 § 1 (Exh. A))

Chapter 17.19 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE

17.19.010 Adoption.

The 2021 edition of the *International Wildland - Urban-Interface Code*, as adopted and amended by the State Building Code Council in WAC Chapter 51-55, as published by the International Code Council, excluding Chapter 1, Administration, is adopted by reference, together with the following amendments and additions. The Construction Administrative Code, as set forth in chapter 17.14 MICC, shall be used in place of IWUIC Chapter 1, Administration. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

17.01.020 Amendments and additions.

101 Scope and general requirements.

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure, or premises within the wildland-urban interface areas in this jurisdiction.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute an egregious danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

101.4 Retroactivity. The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, as determined by the code official, constitute an egregious hazard to life or property.

EXCEPTION: Provisions of this code that specifically apply to existing conditions are retroactive.

Summary of Significant Code Changes

The 2021 Construction Codes will be effective on March 15, 2023. The following list highlights some of the significant changes to the various construction codes. Washington State amendments have been prefaced with “WS” to clarify the source of the change.

2021 International Building Code (IBC)

- Nonstructural components. Construction documents shall indicate if structural support and anchoring documentation for nonstructural components is part of the design submittal or a deferred submittal. WS IBC 107.2.9.
- Types IV-A, IV-B and IV- C connection protection inspection: Special inspection requirements were added to address the anchorage and connection of mass timber structural elements. IBC 110.4.9.2.
- Change of Occupancy definition revised to include a change in the level of activity within a building or structure. IBC 202.
- State amendment to the high-rise definition to include an occupied roof with an occupant load of 50 or more persons, which is located more than 75 feet above the lowest level of fire department vehicle access. WS202. Note - the definition was previously amended in MICC 17.01.020 to be measured to the occupied floor or rooftop, regardless of occupant load.
- Uses not classified as Group H: Distilling, brewing, and storing beer, wine, and spirits is not necessarily in Group H as long as it complies with the International Fire Code. IBC 307.1.1.
- Alcoholic beverage storage: Beverages over 16% alcohol are in the S-1 moderate-hazard storage group; beverages at or below 16% are in the S-2 low-hazard storage group. IBC 311.2 & 311.3.
- Puzzle rooms (escape rooms) are now defined and regulated as special amusement areas, requiring compliance with Section 411 and special means of egress requirements. IBC 202, 411.5.
- For the purpose of determining the allowable number of control areas in a building, each portion separated by one or more fire walls is now considered as a separate building. IBC 414.2.3. Play structure requirements increased when exceeding 600 sf in area or 10 feet in height, including special investigation and structural design. IBC 424.
- Domestic cooking in ambulatory care facilities: New rules for domestic cooking appliances in care facilities include fire safety measures, gas shutoffs with supervisory staff access, and timed shutoffs for appliances. IBC 422.7.
- The state requires electric vehicle charging infrastructure within new buildings and accessory structures for most occupancy groups, including dwelling units with private garages. WS IBC 429, WS IBC Table 429.2.
- Occupied roof allowances: Occupied roofs are not included in the height or number of stories as long as the penthouse and other roof structures comply with section 1511. IBC 503.1.4. Enclosure of occupied roof areas. With limited exceptions, elements or structures enclosing the occupied roof areas shall not extend more than 48 inches (1220 mm) above the surface of the occupied roof. WS IBC 503.1.4.1.
- Guards. Occupied roofs shall have guards in accordance with Section 1015.2. WS IBC 503.1.4.2
- Podium buildings: Now allows combustibile stair construction below the 3-hour horizontal separation if several conditions are met. WS IBC 510.2.
- Previous construction types in the state code (Types IV-A, IV-B, and IV-C) have been moved to the model code with some state amendments. Three construction types allow mass timber buildings of taller heights, more stories above grade, and greater allowable areas compared to existing provisions for heavy timber buildings. IBC 602.4, IBC Table 601, WS 602.4.

- Structural fire Protection: Now requires any attachments to fire rated steel members to be rated for at least 12" away from structural member. IBC & WS 704.6.1.
- Separation of Energy Storage Systems requiring fire barriers and restricting fire-protection rated glazing to address thermal runaway concerns. Provided glazing must be fire-resistance rated. Wall & opening requirements as established by IFC 1207. IBC 707.4, 716
- Exit Access Travel Distance: This language change from "Common path of Egress Travel Distance" to "Exit Access Travel Distance" will change the end point of the measurement of the distance traveled. For single-exit stories, the travel distance limits are now based on the exit access travel distance as opposed to the common path of egress travel. IBC 1006.3.4.
- Egress illumination: Increases amount of lighting along stairs & landings from 1 foot-candle to 10 f-c while stairs are in use (occupant sensors). IBC 1008.2.1.
- Accessible egress: Now requires elevator to occupied roofs if 4 stories or more. IBC 1009.2.1.
- Min. door width: Door width revisions to certain small spaces such as fitting rooms, shower compartments, toilet stalls, etc. IBC 1010.1.1.
- Max. door width: Door width no longer limited to 4 ft. max. (if all other requirements met). IBC 1010.1.1. Areas of refuge: Increased size of areas of refuge from 30"x 40" to 30"x 52". IBC 1009.6.3.
- The 2017 edition of ICC A117.1 *Accessible and Usable Buildings and Facilities* was adopted. IBC 1102.1.
- ICC A117.1 – 2017 contains substantial changes to account for the standard, larger electronic wheelchairs. For example, increased sizes of turning spaces, clear floor spaces, toilet rooms, width along accessible route of travel, ramps, curb ramps, sidewalks, etc. and other spaces in new construction.
- ICC A117.1 – 2017 provides technical requirements for wheelchair charging stations.
- Unvented attics: Expands alternatives for unvented attic spaces if air permeable insulation and 'vapor diffusion ports' (new definition) are used. IBC 1202.3.
- In Group E occupancies, enhanced classroom acoustics in compliance with ICC A117.1 are to be provided in all classrooms having of volume of 20,000 cubic feet or less. IBC 1207.
- Restroom privacy: new requirement to provide privacy screening at entrance to public restrooms designed for more than one occupant. IBC 1210.3.
- Parapets of a minimum height are now required for aggregate-surfaced roofs to prevent blow-off. IBC 1504.9.
- Mixed occupancy buildings with assembly spaces are placed in Risk Category III when the total public assembly occupant load is greater than 2500 people. IBC Table 1604.5.
- Installation of firestop, fire-resistant joint systems, and perimeter fire containment systems in residential-use buildings now requires special inspection in Group R fire areas having an occupant load exceeding 250 people. IBC 1705.1.8.
- Structural Concrete Tolerances - ACI standards ACI 117 and ITG 7 were added by reference to provide acceptable tolerances for concrete construction. IBC 1901.7.
- The use of intermodal shipping containers as buildings is now specifically addressed through provisions intended to supplement existing applicable IBC requirements. IBC 3115.
- All-gender terminology replaces gender neutral. Separate facilities not required rooms are designed for use by both sexes and privacy is provided. WS Chapter 29.
- Fire protection: Expands requirements to provide fire protection water on construction sites before and during vertical construction. IBC 3313.
- Appendix P Construction & Demolition Material Management: if specifically adopted by a jurisdiction, provides requirements for salvage assessment and waste diversion.

2021 International Residential Code for One- and Two-Family Dwellings (IRC)

- The state added Ch. 45 – Existing buildings and structures. The scoping provisions state that repairs, alterations, additions, and relocation of existing buildings and structures must comply with the requirements of new construction except as modified in this chapter. Users are directed to the IBC only when there is a change in occupancy or change of height or egress that pushes the scope out of the IRC. WS IRC R102.7.1 and WS IRC Chapter 45.
- The definition of Townhouse changed and a new definition for Townhouse Unit was added and modified by the state. IRC R202 & WS IRC R202.
- The state added a definition of Enclosed Kitchen and Loft (to replace Sleeping Loft) and modified Landing Platform. WS IRC R202.
- The use of Intermodal Shipping Containers is now recognized in the IRC and criteria for minimum structural requirements is referenced to Section 3115 of the IBC. IRC R301.1.4.
- Wind speeds have been updated and reduced in many areas. Design criteria can be verified using <https://asce7hazardtool.online/>. IRC R301.2.1.
- Irregular building provisions for hillside light-frame constructed buildings may require engineered design per IBC. R301.2.2.6 (Item 8).
- Scope added for anchorage of water heaters to include thermal storage units. WS IRC R301.2.2.10.
- The live load requirement for guards and handrails are separated and the requirements for guards have been lessened. Now only handrails must apply a single concentrated load applied in any direction at any point along the top. For guards not required to serve as a handrail, the load need not be applied to the top element of the guard in a direction parallel to such element thus reducing the amount of connection hardware needed to construct a guard along a deck or other elevated walking surface. Guards must still be designed with the concentrated load in the downward direction and in the horizontal direction away from the walking surface. IRC Table R301.5.
- While the model code was amended to clarify that the separation of dwelling units in two-family dwellings to be not less than 1-hour regardless of whether a lot line existed between the units, the state did not adopt that language and added an exception to not require separation of an ADU added to an existing single-family residence to create a two-family dwelling when smoke alarms are interconnected. WS IRC R302.3.1.
- The state made several modifications to the fire-resistance requirements in two-family dwellings regarding protection at the wall separating units, separation from shared accessory rooms, and penetrations. WS IRC R302.3.4 – R302.3.5.3.
- Doors at the dwelling-to-garage opening now must be self-latching in addition to being equipped with a self-closing or automatic-closing device. IRC R302.5.1.
- A new section added regarding electric vehicle charging to require a dedicated 40-ampere circuit terminating at a junction box, receptacle outlet or charging equipment. WS IRC R309.6.
- The provisions for window wells and area wells serving emergency escape and rescue openings have been merged into one section for area wells. IRC R310.4.
- The state relocated requirements for replacement windows from R310.5 to R4502.5. WS IRC R4502.5.
- The state exception to allow access to areas of 200 s.f. or less utilizing alternating tread devices, ship's ladders or ladders has been limited to areas located not more than 10 feet above finished floor of the space below. WS IRC R311.4.
- The state removed the limitation of 12'-7" as the maximum vertical rise of stair flights. WS IRC R311.7.3.
- The state did not adopt the exception for alternating tread devices or ship's ladders. WS IRC R311.7.11 & WS IRC R311.7.12.

- A new location requirement for smoke alarms was added to address high ceilings adjacent to hallways serving bedrooms and the state clarified that a smoke alarm is required within the room to which a loft is open. IRC R314.3 & WS IRC R314.3.
- The provisions for protection of wood against decay have been reorganized and clarified. IRC R317.1.
- The accessibility provisions for live/work units and owner-occupied lodging houses constructed under the IRC are clarified. IRC R320.
- Habitable attics are now limited to one-third the floor area of the story below except if the dwelling unit is equipped with a fire sprinkler system, it can be not greater than one-half the floor area. IRC R326.
- The state requirement that pools and spas comply with the ISPSA has been relocated from R328 to R327 with the same revisions as previously adopted. WS IRC R327.1.
- The state amended section for Energy Storage Systems has been relocated from R329 to R328 and modified. WS IRC R328.
- The state added a new section for Lofts including a definition in R202. Other code sections modified to include loft requirements where applicable. WS IRC R333.
- The state added a new section for Stationary Fuel Cell Power Systems and refers to the IFC for compliance requirements. WS IRC R334.
- 6 mil waterproofing no longer allowed at concrete foundations. IRC R406.2.
- A minimum 10 mil vapor retarder conforming to ASTM E1745 Class A requirements is now required below slabs-on-grade. IRC R506.2.3.
- New section added specific to exterior deck guards. IRC R507.10.
- Continuous sheathing requirements for foundation cripple walls limited to exterior cripple walls only allowing for simplified crawl space ventilation. IRC R602.9.
- The location of braced wall lines and permitted offsets are more limited. IRC R602.10.1.2.
- Clarifications added for use of brick veneer in prescriptive designs by adjusting seismic factors. IRC Table R602.10.3(4).
- Limitations added for stone and masonry veneer in prescriptive designs. IRC R602.10.6.5.
- Garage door labeling required to identify wind pressure rating among other information. IRC R609.4.1.
- Requirements for vapor retarders have been reorganized and clarified. Several new tables have been provided to assist designers in determining what vapor retarders are required, and where these vapor retarders should be located in the wall assembly. IRC R702.7.
- Some previous state amendments for exterior coverings regarding water-resistive barriers and flashing have been removed to rely on the model code language. IRC R703.
- Larger air gaps are allowed behind veneer to accommodate thicker continuous insulation. IRC Table R703.8.4(1).
- A new section added to provide prescriptive guidance on materials, design, and installation of soffits. IRC R704.
- Revised wood roof framing language to clarify where a ridge beam is required when ceiling joists or rafter ties do not provide continuous ties across the structure. IRC R802.3.
- Additional specifications are provided to clarify and limit where ridge boards can be used. IRC R802.6.
- The state modified local exhaust requirements in kitchens and differentiates between open and enclosed kitchens. Enclosed Kitchen added to definitions. WS IRC R202 & WS IRC M1505.4.4.1.
- The state modified local exhaust fan requirements to limit sones at kitchen fans. WS IRC M1505.4.4.2.

- The state added a new section for local intermittent kitchen exhaust systems including field verification and diagnostic testing requirements. WS IRC M1505.4.4.3.
- A new section added for oil-fired appliances to be equipped with a safety device which will stop burner operation in the event that the venting system is obstructed. IRC M1802.4.
- The provisions for ground source heat pump loop piping systems in Section M2105 have been duplicated in Section M2101 to apply to all hydronic piping systems in this modified section. IRC M2101.11 – M2101.31.
- The exception allowing new exhausts to be run through existing unlined chimneys has been removed. IRC G2427.5.5.1.
- The exception allowing commercial cooking appliances where the installation is designed by a licensed Professional Engineer has been removed. Commercial cooking appliances lack many safeguards that are found in residential appliances and are now fully prohibited by the IRC. IRC G2447.2.
- Requirement added for radon testing in Appendix AF – Radon control methods. This appendix chapter is specifically adopted by the state. WS IRC AF104.
- The state amends provisions in Appendix AT – Solar-ready provisions – detached one- and two-family dwellings. The provisions in this appendix are not mandatory unless specifically referenced in the jurisdiction's adopting ordinance. WS IRC Appendix AT.
- The state adds Appendix Y – Construction and demolition material management. The provisions in this appendix are not mandatory unless specifically referenced in the jurisdiction's adopting ordinance. WS IRC Appendix Y.
- The state adds Appendix Z – Building deconstruction. The provisions in this appendix are not mandatory unless specifically referenced in the jurisdiction's adopting ordinance. WS IRC Appendix Z.

2021 International Mechanical Code (IMC)

- Clothes dryer exhaust terminals are required to be at least 3 feet from any opening into a building. IMC 504.4.1.
- Polyurethane spray-applied foam on the exterior of ducts in attics and crawl spaces required to meet specific smoke and flame index limits. IMC 604.3.
- Fire and smoke dampers must be provided with approved access for inspection and maintenance. IMC 607.4.
- Refrigerant tables updated to include new refrigerants. IMC Table 1103.1.
- Addition of condensate termination identification markings and discharge restrictions. IMC 307.1.1, 307.2.3.3, 307.2.1.1.
- Approved factory-built combination intake/exhaust terminations permitted, relaxing separation requirement. WS IMC 401.4(3); IMC 401.4.
- 30% reduction in minimum mechanical ventilation for whole-house balanced ventilation systems. IMC 403.3.2.1.
- Continuous operation requirement for manicure and pedicure station exhaust systems. IMC 502.20.1.
- Grease duct horizontal cleanout required within 3 feet of a horizontal discharge fan. IMC 506.3.9.

2021 International Fuel Gas Code (IFGC)

- The termination of concealed condensate piping requires marking to indicate if it is the primary drain or the secondary drain. IFGC 307.2.
- Press-connect joints are acceptable for high pressure (over 5 psig) applications indoors. IFGC 202.

2021 Uniform Plumbing Code (UPC)

- 120-degree Fahrenheit maximum shower discharge for single head showers – this previously applied only to gang showers. UPC 408.3.2
- New materials table added for cleanouts, UPC 707.2
- New testing standards for plastic pipes in plenums. Must now be tested for compliance with ASTM E84 or UL 723. UPC 903.1
- Circuit venting language cleaned up and clarified. UPC 911
- New secondary roof drain requirements. Requires doubling the rainfall rate for secondary roof drains unless roof is designed for ponding per ASCE 7-16. WA UPC 1101.12

2021 Washington State Energy Code - Commercial (WSEC-C)

- Sections in Chapter 1 are reordered (and renumbered) for consistency with other I-Code formats.
- Note, definition of a Residential Building is modified in WSEC-R, which changes scope of code. With revisions, Group R-2 buildings with dwelling units accessed from interior corridors (regardless of height) are now subject to commercial provisions of the energy code. WSEC R202.18-R & R401.1.
- Definition of Conditioned Space revised to clarify it includes stair and elevator shafts. WSEC C202.3-C.
- Allowance for insulation certificate to demonstrate R-value when insulating materials are installed without observable markings. WSEC C303.1.2.
- Clarifications made to code applicability to process equipment. WSEC C401.2.2.
- Provides a fossil fuel compliance pathway to allow fossil fuel appliances with requirements for higher energy efficiencies, additional energy credits and providing for electrification readiness. WSEC C401.3.
- A permanent certificate requirement is added to commercial buildings that will record basic information related to the building thermal envelope. This is similar to the requirement for residential buildings. WSEC C401.4
- Clarification to the semi-heated exception to clarify the exception only relates to the allowed heat source and does not allow unlimited heat capacity. WSEC C402.1.1.2 Exc.
- Reduction in allowed U-factor for greenhouse vertical fenestration on north walls to 0.60 (from 0.70). WSEC Table C402.1.1.3.
- Increase in R-value required for metal building roofs. WSEC Table C402.1.3.
- Both the wood frame wall and metal building wall R-values have been modified to require continuous insulation in addition to cavity insulation. WSEC Table C402.1.3.
- Opaque doors moved to WSEC Table C402.1.4 (from C402.1.3).
- Roof insulation requirements are clarified and separated for compliance with either the U-factor or R-value method in WSEC Sections C402.1.4.1 and C402.2.1.
- New section requires heat loss through PTACs, PTHPs, and other through-wall mechanical equipment to be calculated as part of envelope U-factor compliance. WSEC C402.1.4.3.
- The U-factor requirements in WSEC Table C402.1.4 are decreased to improve the efficiency of the building envelope.
- New sections added to reduce heat loss through significant thermal bridges in the building envelope. WSEC C402.2.8 & C402.2.9
- Maximum fenestration U-values and SHGCs decreased to reduce envelope heat loss. WSEC Table C402.4.
- Adjust the fenestration U-value requirements for increased allowable fenestration area. WSEC C402.4.1.1.2.
- Language clarified to require skylights in all spaces under a roof meeting the requirements, not just single-story spaces. WSEC C402.4.2.

- The allowable air leakage rate is reduced to 0.25 cfm/ft² and buildings must now meet this requirement. Corrective measures and retesting are needed until air leakage rate is achieved. WSEC C402.5.2 & C405.2.3.
- Increased R-value of ducts for combustion air to R-16 (from R-8) to align with outside air duct requirements. WSEC C402.5.5.
- Add exception to vestibule rule for doors connecting to outdoor dining areas. WSEC C402.5.9 Exc 11.
- Large, operable openings such as roll-up doors and windows must now be interlocked with the heating and cooling system. WSEC C402.5.11.
- Multiple revisions to the Total System Performance Ratio (TSPR) section to provide clarifications based on interpretation request, expand use of TSPR to multifamily buildings, and add functionality to the approach by accounting for additional system parameters. WSEC C403.1.1.
- New section to require heat pump space heating, rather than fossil fuel or electric space heating, for all buildings (except when using the Fossil Fuel Compliance Path, C401.3). Also, exceptions are provided to allow electric resistance heating for small loads and as supplementary heat for very cold weather. WSEC C403.1.4.
- Additional exception to allow greater than 150% of minimum ventilation if a DOAS unit has a very efficient energy recovery device. WSEC C403.2.2.1 Exc. 5.
- Fault detection and diagnostics now required for HVAC systems in large buildings (100,000 SF or larger) to ensure ongoing operational efficiency of equipment. WSEC C403.2.3 (ICC CE111-19).
- Decrease size threshold for variable speed drive requirement. WSEC C403.2.4 & C404.13.
- Efficiency tables updated and revised for SEER2. WSEC Tables C403.3.2(1) through C403.3.2(16).
- Increased efficiency requirements for DOAS systems. WSEC C403.3.5.1.
- Specific sizing and control requirements for DOAS heating and cooling systems added. WSEC C403.3.5.5.
- Requirements for demand responsive controls added for most use types. WSEC C403.4.1.7.
- Areas requiring demand control ventilation expanded. WSEC C403.7.1.1.
- Energy recovery required in Group R-2 occupancies. Energy recovery sensible recovery effectiveness requirements increased in other occupancies. WSEC C403.7.6.
- Demand controlled kitchen ventilation required for kitchens with 2000 cfm exhaust or greater. WSEC C403.7.7.1.3.
- Revised the fan power budget and allowances based on system type. WSEC C403.8.
- Added requirements for dehumidification efficiency for indoor growing facilities. WSEC C403.13.
- Service water heating must be heat pump water heater, HPWH (except when using the Fossil Fuel Compliance Path, C401.3, and other limited exceptions). Primary heat pump system sizing criteria added. WSEC C404.2.1.
- Large pool water heaters may not be electric resistance. WSEC C404.11.1.
- Demand responsive control requirements added for certain water heaters. WSEC C404.14.
- Luminaire level lighting controls required in large open offices. WSEC C405.2.8.1.
- Light reduction (dimming) controls required in most spaces that are not provided with occupant sensor lighting controls. WSEC C405.2.4.
- Daylight responsive lighting control thresholds now based on lighting wattage regardless of luminaire quantity. WSEC C405.2.5.
- Electric receptacles required at dwelling unit gas appliances. WSEC C405.7.1.
- New UPS efficiency requirements for computer rooms in line with ENERGY STAR. WSEC C405.12.
- Significant revisions to C406 Additional Efficiency Credit tables and requirements. Credit requirements and allowances for each option now based on occupancy and applicable credit value weighted energy savings by occupancy type. Additional options added to WSEC Table C406.2.

- New Load Management Measure Credits (Table C406.3) required for new buildings greater than 5,000 SF in area. WSEC C406.3.
- Lower Commissioning exception thresholds. WSEC C408.1.
- Renewable energy generation system required for new buildings greater than 10,000 SF in area. WSEC C411.
- New section regulating compressed air systems (process loads). WSEC C412.
- Reduced threshold for meeting current lighting power allowance from 50% to 20% or more of luminaires altered.
- Change of space conditioning moved to C505 to clarify requirements. WSEC C505.

2021 Washington State Energy Code - Residential (WSEC-R)

- Sections in Chapter 1 are reordered (and renumbered) for consistency with other I-Code formats.
- Definition of Residential Building modified which changes scope of code. With revisions, Group R-2 buildings with dwelling units accessed from interior corridors (regardless of height) are now subject to commercial provisions of the energy code. WSEC R202.18-R & R401.1.
- Allowance for insulation certificate to demonstrate R-value when insulating materials are installed without observable markings. WSEC R303.1.2.
- Certificate requirements numbered for clarity and solar array information and code edition and compliance path requirements added. WSEC R401.3.
- The assembly U-factor is established as the primary insulation metric, with R-value as an alternative. The tables were reordered to reflect this, with U-factor table first. WSEC Tables R402.1.2 and R402.1.3.
- The ceiling U-factor improved to 0.024 (from 0.026). WSEC Table R402.1.2.
- The ceiling R-value has increased to R-60 (from R-49). WSEC Table R402.1.3.
- The wood frame wall R-value has been modified to require continuous insulation in addition to cavity insulation. Two options are 1) R-20 cavity plus R-5 continuous or 2) R-13 cavity plus R-10 continuous. WSEC Table R402.1.3.
- Air leakage rate reduced to
 - 4.0 air changes per hour (ACH) maximum (from 5.0 ACH) for IRC buildings. WSEC R402.4.1.3.1.
 - 0.25 cfm per square foot of the dwelling unit enclosure area maximum for R-2 units. WSEC R402.4.1.3.2.
- New requirement for outlet boxes to be air sealed. WSEC R402.4.6.
- The three possible duct locations (outside conditioned space, in conditioned space and buried) are clarified and the insulation requirements for each are modified. WSEC R403.3.
- Protection of piping insulation from “equipment maintenance” language clarified. WSEC R403.4.1.
- Water heaters must be installed in conditioned space, except for high efficiency water heaters. WSEC R403.5.5.
- New section requiring that the mechanical ventilation be tested and verified to meet the minimum flow rate requirements. WSEC R403.6.2.
- All lighting equipment shall contain only high-efficacy lighting sources) excluding kitchen appliance lighting fixtures). R404.1.
- Exterior lighting must meet the power allowances in the commercial provisions. WSEC R404.1.1.
- Interior lighting must now be controlled by dimmers, occupant sensor controls, or built-in fixture controls. WSEC R404.2.
- Exterior lighting over 30 watts must be provided with automatic controls to turn off during daylight hours. WSEC R404.3.
- New Energy Equalization Credits Table replaces previous Fuel Normalization Table (credits adjusted). WSEC Table R406.2.

- Required number of additional energy efficiency credits is revised. Additions increased to require 2.0 credits (from 1.5) and exempts additions less than 150 square feet. WSEC R406.3.
- WSEC Table R406.3 extensively revised. One half point is equivalent to a 600 kWh energy savings. Some options were eliminated due to the fact they are now a part of the base code requirements.
- Small additions (less than 150 s.f.) are exempted from the requirement to obtain additional energy efficiency credits in Section R406. WSEC R502.1.1.
- New requirement that when additions over 150 square feet adjoin existing attic spaces, the existing attic space needs to be insulated to current R402 requirements and insulation values. WSEC R502.3.1.1.
- An exception was added to state that replacement water heating equipment is not required to be moved to within the conditioned space. WSEC R503.1.3 Exceptions.
- The threshold for lighting to comply with Section R404.1 was decreased from 50% replacement to 10% replacement. WSEC R503.1.4 Exc.
- Various standards were updated to more recent editions or were added to support new code requirements as noted in the section descriptions. WSEC Chapter 6.

2021 International Existing Building Code (IEBC)

- Application of fire code - Adds pointer to IFC Chapter 11. IEBC 101.2.1.
- Flood hazard documentation is required for lowest floor level in flood hazard areas; refers to IBC or IRC for compliance. IEBC 109.3.10.
- Adds "or other ordinance of the jurisdiction" to reasons why a code official is authorized to revoke a Certificate of occupancy. IEBC 110.4.
- Provides Building Official the authority to allow water and sewer connections, which may ease the construction process, especially for currently occupied buildings. IEBC 111.
- New section specifying that where an emergency exists, the code official is not required to give a written notice prior to stopping the work. IEBC 114.3.
- Changes to reference structures instead of buildings. Section clarifies that vacant structures that are not secured are unsafe. IEBC 115.1.
- Alteration, addition or change of occupancy - New language clarifies that the exception doesn't apply to alterations for accessibility required by Section 306. IEBC 301.3.
- Requirement added to maintain accessible means of egress during construction. IEBC 305.2.
- Section clarifying no alterations can be done that would decrease accessibility. IEBC 306.3.1.
- Requirement stating that exterior elements must be at least 36 inches wide. IEBC 306.7.6.
- Requirement to add smoke alarms for all group R and I-1 for any classification of work. IEBC 307.
- Requirement to add carbon monoxide detection in group I, R, and E under some circumstances. IEBC 308.
- When significant portions of a building's exterior wall coverings or exterior wall envelopes are added or replaced, they must comply with the requirements of Chapters 14 and 26 of the IBC. IEBC 309, 309.1.
- Additions, Level 3 alterations, and changes of occupancy in educational occupancies are now required to meet the enhanced classroom acoustic requirements of Section 808 of ICC A117.1. IEBC 502.6; 503.16; 506.6.
- Requirements in the IBC have been referenced to provide special allowances for educational occupancies with regard to door lock mechanisms. IEBC 503.17.
- New provisions allow the use of existing and smaller replacement windows for emergency escape and rescue openings within a change of occupancy when applying both the prescriptive and work area methods, providing flexibility while still maintaining the level of safety for occupants and emergency responders. IEBC 506.4.

- Locking requirements to keep intruders from entering rooms added for Group E, Group B educational, and Group I-4 to comply with IBC. Alteration level 1. IEBC 704.3.
- New section exempting requirements related to work area where level 2 alterations are limited to mech/elect/fire, windows, increasing accessibility. IEBC 801.3.
- Changed from all I occupancies to just I-1, I-3, and I-4. Section requires sprinklers where exits or corridors are shared by more than 1 tenant or where serving occupant load greater than 30. IEBC 803.2.2.
- New section requiring sprinklers in Group I-2 depending on size of work area. IEBC 803.2.3.
- Sprinkler requirement where occupant load is greater than 30 and exits/corridors are shared by more than 1 tenant. IEBC 803.2.5.
- Section adding requirement for minimum clear width of ramps and corridors to be 48" where corridors are used for movement of care recipients in beds. IEBC 804.3.
- Amendment adding limitation of 35 feet for dead end corridors in and 30 ft in I-2 occupancies. Group I-2 also added to Exceptions 2, 3, 4. IEBC 804.7.
- Section revised significantly. Previously if occupant load increased by >20%, plumbing fixtures for the story were required to be provided in quantities specified in the IPC based on the increased occupant load. 2021 code requires only Group I-2 facilities, ambulatory care facilities and outpatient clinics to meet installation and equipment requirements in NFPA 99 for any added portion of an existing medical gas system. IEBC 808.1.
- New section requiring enhanced classroom acoustics for all Group E classrooms with a volume of 20,000 cf or less. IEBC 903.4.
- New section requiring sprinklers for Level 3 work areas. IEBC 904.1.4.
- New section requiring sprinklers for windowless stories where new construction would require it. IEBC 904.1.6.
- Adds exception – new plumbing required only when occupant load increased by more than 20 percent. IEBC 1009.1.
- Adds section to describe support needed for excavation retention systems. IEBC 1502.2.
- Water supply for fire protection should be made available as soon as combustible building material arrives on site / exception gives fire code official authorization to reduce fire-flow requirements for various reasons. IEBC 1509.1.
- Requires fire flow of 500 gallons per minute and within 500 feet of combustible building materials. IEBC 1509.2.
- Sets minimum fire flow based on the building fire separation parameters for > 30 ft, 30-60 ft and < 30 ft. IEBC 1509.3.

2021 International Swimming Pool and Spa Code (ISPSC)

- 4-foot-tall fencing now required for pool excavation sites during construction. ISPSC 305.11.
- New requirements for pool access gate latching devices. ISPSC 305.4.
- Means of egress complying with the IBC required for public pool enclosures. ISPSC 305.8.
- Hot water tanks serving pools as well as pool heaters are now required to be listed and labelled. ISPSC 316.2.
- New section added providing requirements for pool equipment rooms. ISPSC 324.

2021 International Wildland Urban Interface Code (IWUIC)

- Special requirements for properties located within wildland-urban interface or intermix areas, as defined by the [Washington wildland urban interface map](#) (WA-WUI). Contains provisions addressing fire spread, accessibility, defensible space, water supply and more for buildings constructed near wildland areas.

- The state allows the WA-WUI map to be modified upon approval of findings of fact. WS IWUIC 301.1.
- Establishes regulations to safeguard life and property from the intrusion of wildland fire and to prevent structure fires from spreading to wildland fuels.
- Regulates defensible space and provides ignition-resistant construction requirements to protect against fire exposure and resist ignition by embers.
- Provides standards for emergency access, water supply and fire protection.
- Provides requirements for automatic fire suppression and safe storage practices.
- The state added a new definition for Wildland-Urban Interface/Intermix Area to clarify that the state intends for all construction provisions to apply where either an “interface” or “intermix” area is mapped. WS IWUIC 202.
- The state adopted content from appendices in the model code and made them chapters in the state-amended code. Refer to WS Chapter 7 – Vegetation Management Plan (from Appendix B), WS Chapter 8 – Fire Hazard Severity Form (from Appendix C), and WS Chapter 9 – Fire Danger Rating System (from Appendix D).
- The state strikes most of the language in Chapter 4 of the model code to default to locally adopted standards such as access standards contained in the IFC or water supply standards.
- The state amends the special building construction regulations that apply to interface/intermix areas in Chapter 5 to incorporate provisions mandated in the RCW.

2021 International Fire Code

- CO Detectors required in Group I-1, I-2, I-4, R- and E classrooms. IFC 915.2,1103.9
- Electrical Energy Storage System revised along with operational and construction permits. IFC 1207
- Modify Chapter 1 (administrative) to align enforcement, violations, and hearing examiner procedures with current language adopted by MICC and other Construction Codes. IFC Section 111, 112, 113
- Add language to encourage timeliness of confidence test reporting and recover staff time for reports not submitted. IFC 109.3.1



Item 11.

AB 6250: 2021 Construction Codes Adoption Ordinance No. 24C-02

February 20, 2024

Overview – Construction Codes



- The construction codes regulate how buildings are constructed, with a focus on life/safety and energy efficiency
- Updates mandated by State of Washington
- State Building Code Council (SBCC) establishes code requirements for all WA jurisdictions
 - Construction codes typically updated every 3 years
 - Currently using 2018 construction codes
- Limited local control

Proposed Construction Code Editions:

- 2021 International Building Code (IBC)
- 2021 International Residential Code (IRC)
- 2021 International Mechanical Code (IMC)
- 2021 International Fuel Gas Code (IFGC)
- 2021 Uniform Plumbing Code (UPC) and Standards.
- Washington State Energy Code (WSEC)
- 2021 International Fire Code (IFC)
- 2021 International Existing Building Code
- 2021 International Wildland-Urban Interface Code (IWUIC)



2021 Construction Codes - Update Process

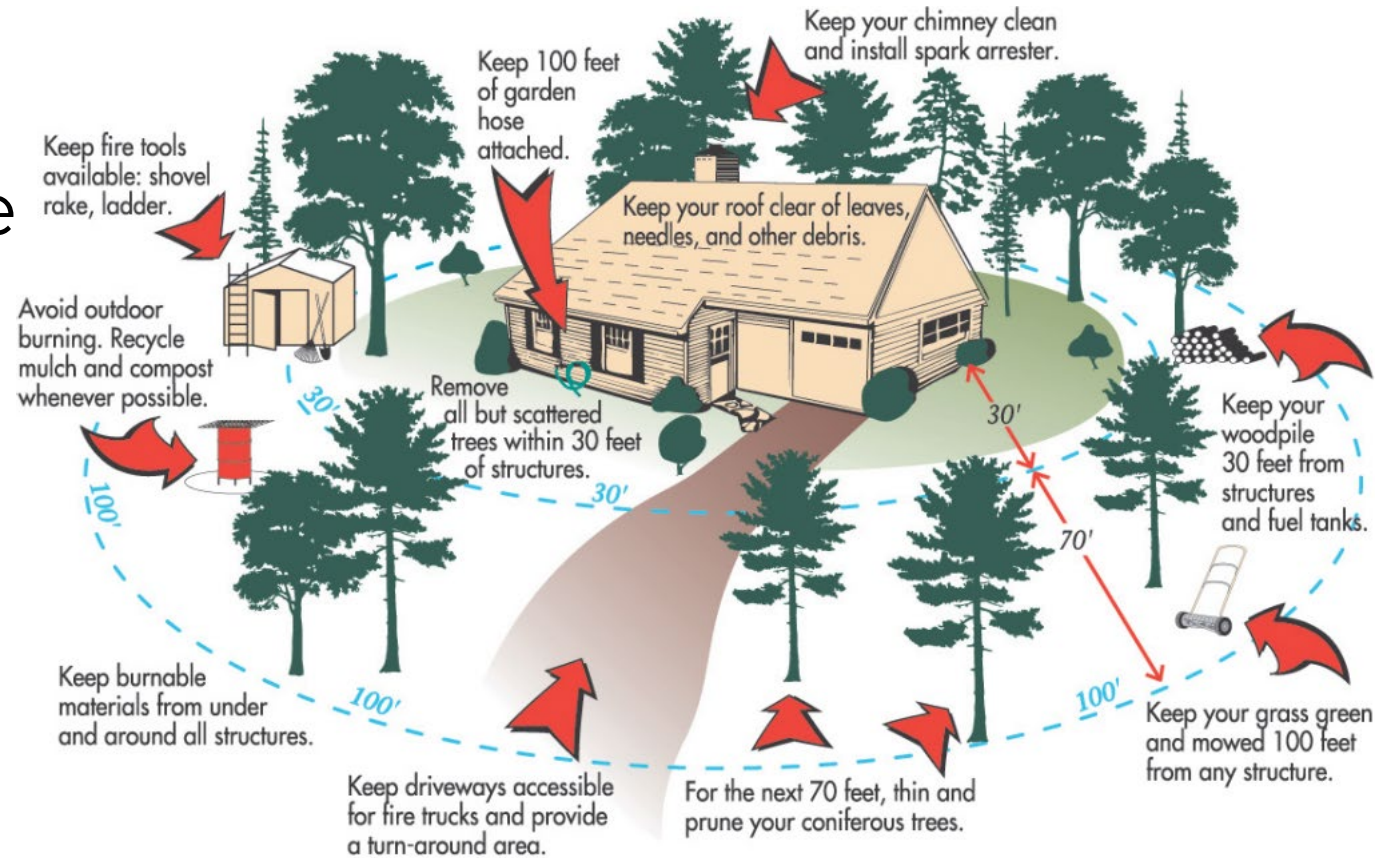
- Original deadline to adopt: July 1, 2023
- City Council initially adopted the construction codes in May 2023
- SBCC delayed implementation due to litigation and Ninth Circuit Court ruling
- In June 2023, the City Council repealed the ordinance that had adopted the construction codes
- After 2 delays, the SBCC set new implementation deadline of March 15, 2024

What has changed since the City Council discussed this in 2023?

- Energy code: now provides a pathway to allow fossil fuel appliances with modified requirements, including:
 - higher energy efficiencies,
 - additional energy credits, and
 - providing for electrification readiness.
- Wildland Urban Interface code: modifications ongoing
- Washington Cities Electrical code: adoption coming later this year



- Should we add info about the WUI code?
- Likely the defensible space requirement will be removed?



Proposed Changes:

Mercer Island Construction Codes

- Consistent with mandated changes from:
 - Model codes (IBC, IRC, IFC, etc.)
 - Washington State amendments to the model codes
- Consistent with *optional* changes to regional model codes
 - Continued participation with MyBuildingPermit.com and Zone 1 Fire Marshalls
 - Provides permit applicants consistent administration and enforcement
- Additional changes to the model codes require SBCC review and approval

Public Outreach Plan – Handouts, Website Information & Training for Building Professionals

State: Washington Association of Building Officials (WABO)

<https://www.wabo.org/education-a-events>

Regional: My Building Permit

<https://www.mybuildingpermit.com/training>

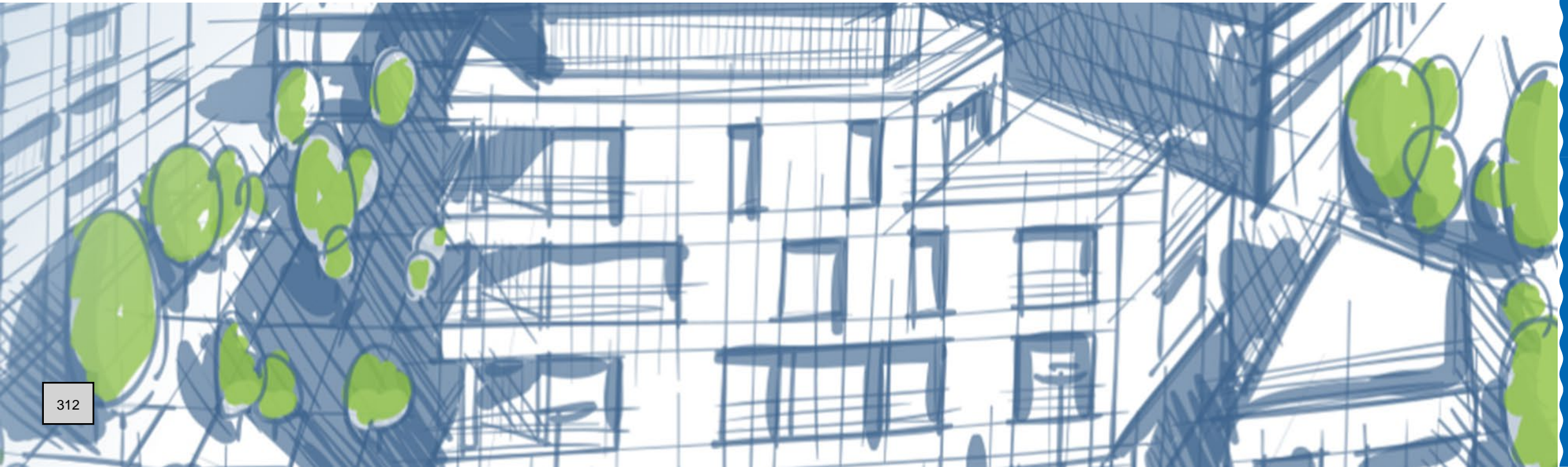
Local: City of Mercer Island

<https://www.mercerisland.gov/cpd/page/codes-design-criteria-research>



Recommended Action

Adopt Ordinance No. 24C-02 amending MICC Chapter 17 with the updated editions of the Construction Codes to be effective on March 15, 2024, as mandated by the State of Washington.





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6405
February 20, 2024
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6405: Site Concept for the Town Center Long-Term Regional Transit Commuter Parking Project	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Approve the site concept for the Town Center Commuter Long-Term Regional Transit Parking Project and direct the City Manager to proceed with design.	

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager Robbie Cunningham Adams, Management Analyst Jason Kintner, Chief of Operations Ed Holmes, Chief of Police
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Commuter Parking Project Combined Parcel Map 2. Long-Term Regional Transit Commuter Parking Concept Graphic
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to present the site concept for the Town Center Long-Term Regional Transit Commuter Parking Project ("Commuter Parking Project").

- The City entered into a Settlement Agreement with Sound Transit which provides \$10.05 million toward projects to offset the impacts of the East Link light rail project. Included amongst those projects is \$4.41 million dedicated for long-term regional transit commuter parking projects in the Mercer Island Town Center.
- The City Manager is recommending development of a surface parking lot to deliver commuter parking in Town Center.
- The Commuter Parking Project site consists of three different parcels (see Exhibit 1), including the former Tully's property, acquired and assembled over multiple years for the purpose of providing long-term regional transit commuter parking in Town Center.
- The project will include converting vehicle access and parking areas to Right-of-Way (ROW) so that the parking that results is enforceable by the Mercer Island Police Department. See Exhibit 2 for the preferred site concept.

- The former Tully's Coffee shop building and the associated parking lot are in poor condition. The parking lot does not meet City code and the building is stripped and inoperable.
- The City Manager is seeking approval for the preferred concept and upon receiving that direction will proceed with project design.

BACKGROUND

Sound Transit Settlement Agreement – Future Commuter Parking Project

The City entered into a Settlement Agreement with Sound Transit on October 17, 2017 (see [AB 5346](#)), which provides \$10.05 million toward projects to offset the impacts of the East Link light rail project. Included amongst those projects is \$4.41 million to fund long-term regional transit commuter parking projects near the new Light Rail Station in Town Center. Upon execution of the Settlement Agreement, the City began working on plans to acquire and develop long-term regional transit commuter parking.

Section 6 – Cost Share Model

Section 6 of the Sound Transit Settlement Agreement describes the 49/51 percent cost-share model related to the commuter parking project. Specifically, the Settlement Agreement will cover 49% of the costs for the commuter parking project and the City will cover 51%. The City's 51% portion of the project contribution is intended to be achieved through a property match.

Property Assemblage

The Commuter Parking Project site consists of three different parcels (see Exhibit 1), acquired and assembled over multiple years to provide commuter parking in Town Center. The parcels include:

- The "former Tully's Site," acquired in 2019, which includes the former coffee shop building and the associated parking lot.
- Parcel A-1, which is owned by the City under a turnback agreement with the Washington State Department of Transportation from 2000. This parcel includes a portion of Sunset Highway and the cul-de-sac to the north of the former Tully's property.
- Parcel A-2, acquired in 2021, which is north of and immediately adjacent to Parcel A-1 and is part of what is known as the Greta Hackett Outdoor Sculpture Gallery in Aubrey Davis Park.

The total property assemblage is just over 31,000 square feet and represents an important gateway to Town Center.

Former Tully's Property and Parcel A-2 Acquisition

At its meeting on June 5, 2018, the City Council authorized the City Manager to execute a Purchase and Sale Agreement to acquire the former Tully's property, located at 7810 SE 27th Street, with the intent of combining this property with Parcel A-1 for the purpose of providing commuter parking. The former Tully's property acquisition was completed in 2019 with a final purchase price of \$2 million dollars. REET 1 funds were used for the acquisition. The City also purchased Parcel A-2 in December 2021 for \$668,000 using REET 1 funds (see [AB 5996](#)).

BP ARCO Settlement Agreement

As part of the due diligence period and prior to finalizing the purchase of the former Tully's Property, the City conducted an environmental site investigation due to the known soil contamination on the property. This due diligence period included an investigation to determine the vertical and horizontal extent of the

contamination and to engage in negotiations with the former owner (ARC) responsible for the contamination from the former gas station on the property (BP/ARCO).

A settlement agreement was executed in November 2019 between the City and ARC formalizing ARC's responsibility to reimburse the City for costs related to site contamination investigation and cleanup. This includes 90% of costs arising from environmental investigation and assessment; 85% of costs arising from remediation of soil gas and groundwater contamination; and 100% of costs from excavation and disposal of contaminated soil at the former Tully's Property and 75% of these costs at the A-1 parcel.

Tully's Property – Current Conditions

The former Tully's Coffee shop building and the associated parking lot are in poor condition. The parking lot does not meet City code and the building is stripped and inoperable. Most components of the building have failed or are at the end of their useful life. The building is currently used as transitional storage due to the City Hall closure – staff are working on cleaning out and fully abandoning the building.

The building was under consideration for use as a satellite City facility, but the building is sited poorly and prevents efficient use of the property. Additionally, estimated costs to repair the building exceed the cost of replacement.

ISSUE/DISCUSSION

Recommended Commuter Parking Objectives

The City Manager is recommending the City proceed with the delivery of long-term regional transit commuter parking project that meets the following objectives:

- Alignment with Sound Transit Settlement Agreement: Provide commuter parking spaces adjacent to the Sound Transit Light Rail Station that meet the requirements of the Sound Transit Settlement Agreement.
- Flexible public parking program: Provide a flexible public parking facility to support Town Center businesses during non-commute hours. Converts the portion of the property that will house the parking lot to ROW such that the parking restrictions can be enforced by the Police Department.
- Improve aesthetics: Address derelict property conditions and improve aesthetics at the gateway to Town Center. Remove unnecessary hardscapes and impervious surfaces.
- Improve safety and accessibility: Improve safety and traffic flow by reducing to one driveway apron on SE 27th St and streamlining ingress/egress. Ensure safe and accessible pedestrian and bicycle connections to/from the parking lot and the nearby trail and sidewalks.
- Protect green space and deploy sustainable design initiatives: Propose a parking configuration that is efficient and maximizes use of space, while minimizing impact to the adjacent park. Achieve a no net loss of green space and improve landscaping, trail connections, and accessibility. Incorporate infrastructure to support the future addition of electrical vehicle charging stations and explore sustainable design alternatives to treat stormwater runoff.
- Support multi-modal transportation options: Provide additional amenities such as bike lockers, bike racks, picnic tables, and benches to activate the property.

Town Center Long-Term Regional Transit Commuter Parking Project

The City Manager has developed a preferred site concept for the Town Center Long-Term Regional Transit Commuter Parking Project ("Commuter Parking Project"), see Exhibit 2. The preferred site concept aligns with

the objectives described previously and will include approximately 40 parking stalls, in addition to bike lockers, bike racks, and other amenities. The City Manager is seeking approval for the preferred site concept and upon receiving that direction will finalize the design.

Project Cost Estimate

City Council approval of the site concept is needed to proceed with design and develop the Engineer's Cost Estimate. Once that is complete, staff will return to the City Council in Q2 2024 to review the project cost estimate and the reimbursement scenario under the Sound Transit Settlement Agreement.

Generally, the cost for surface parking lot construction only, based on current market conditions, is about \$4k to \$5k per stall. Additional project costs include demolition of the former Tully's building, removal of hardscapes, new site landscaping, stormwater treatment, utility connections, lighting, site amenities, and soft costs. Potential soil mitigation costs are currently unknown but will be funded under the terms of the BP/ARCO Settlement Agreement.

Parking Enforcement

City staff recommend converting areas of the proposed Commuter Parking Project lot designated for vehicle access and parking to ROW to allow enforcement to be performed by the Mercer Island Police Department. As it currently stands, those areas straddle two types of property designations – private property (former Tully's property) and ROW (Parcel A-1).

Project Budget

The City Council included \$500,000 in the 2023-2024 budget to repair and repurpose the former Tully's building as a satellite City facility. Those funds will be utilized for this project.

NEXT STEPS

Upon receiving City Council approval for the Commuter Parking Project site concept, staff will proceed with design and prepare the Engineer's Cost Estimate. Staff anticipates returning to the City Council in Q2 2024 to review project costs and the City's anticipated reimbursement under the 49/51 Settlement Agreement cost share. Project bidding is anticipated in Q3/Q4 of 2024, with construction to immediately follow.

Staff will also prepare the materials necessary to dedicate certain parking lot areas as ROW, as previously discussed. This work item is also anticipated for Q2 2024.

Staff will begin work on drafting parking regulations and the enforcement policy needed to operationalize the new long-term regional transit Commuter Parking facility, including code amendments. This work is anticipated for Q3/Q4 2024.

Finally, the City Manager recommends the City Council name this public property. This too will be undertaken in Q3/Q4 2024.

RECOMMENDED ACTION

Approve the site concept for the Town Center Long-Term Regional Transit Commuter Parking Project and direct the City Manager to proceed with design.

UTILITY OWNER/AGENCY, AS ALWAYS, CALL 1-800-424-0000
BEFORE CONSTRUCTION.

SUBJECT PROPERTY TAX PARCEL NO. 531510-1235, WSDOT &
CITY R.O.W.

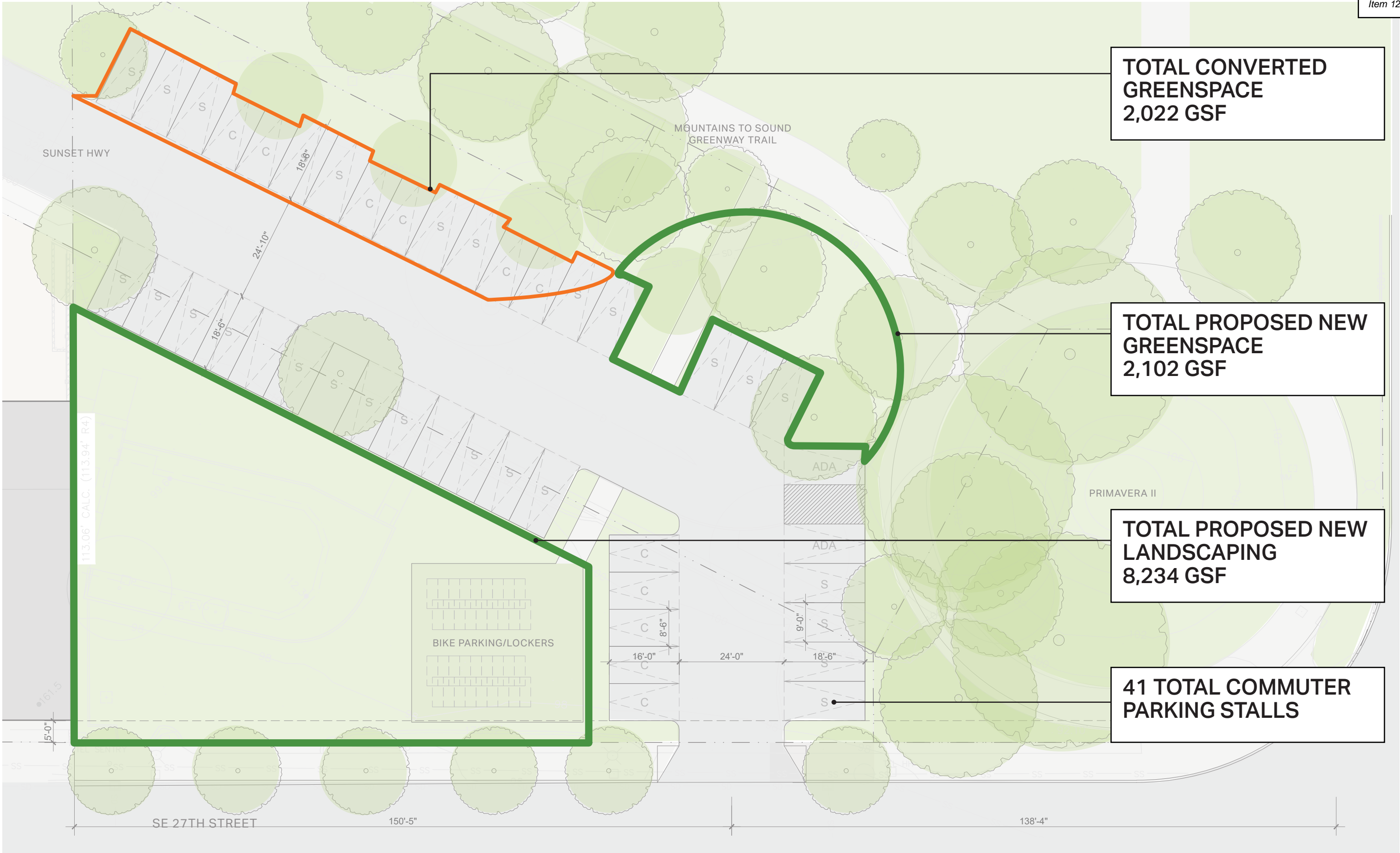
ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN
EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE COMPANY
"COMMITMENT", FILE NO. NCS-910888-WA1, DATED MAY 31,
2018. IN PREPARING THIS MAP, TERRANE, INC. HAS CONDUCTED
NO INDEPENDENT TITLE SEARCH NOR IS TERRANE, INC. AWARE
OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY
OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY
THE REFERENCED "COMMITMENT". TERRANE, INC. HAS RELIED
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REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS
SURVEY AND TERRANE, INC. QUALIFIES THE MAP'S ACCURACY
AND COMPLETENESS TO THAT EXTENT.

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 RELATIVES ARE ACCURATE AND
MEET THE STANDARDS SET BY WAC 332-130-090.

PARCEL 12 (PORTIONS OF 78TH AVE. SE AND FR-1 LINE)
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 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 33.54 FEET SOUTHWESTERLY THEREFROM;
THENCE WESTERLY 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.

317

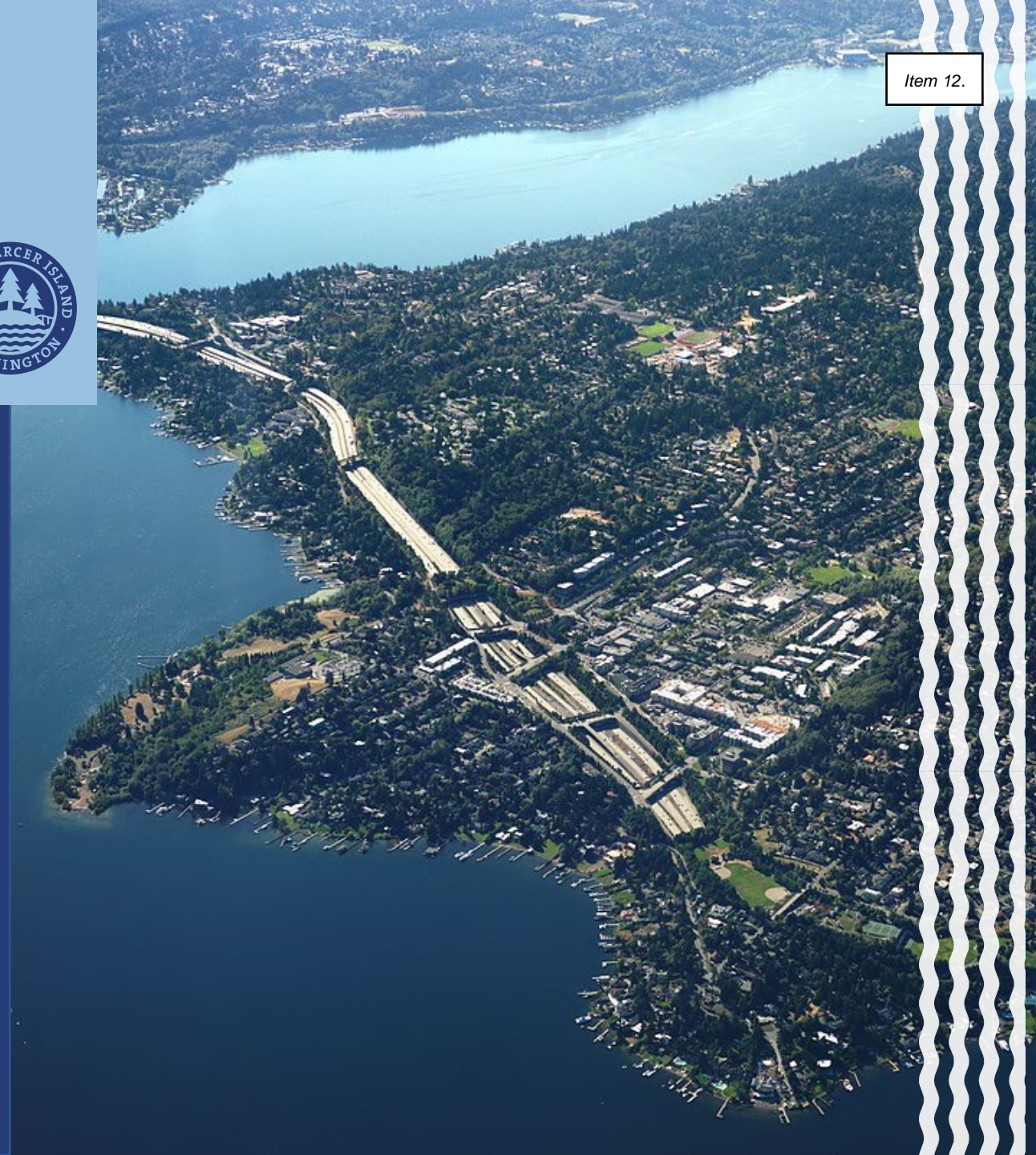






Site Concept for the Town Center Long-Term Regional Transit Commuter Parking Project

February 20, 2024
AB 6405





Agenda

- Review of Sound Transit Settlement Agreement
- Former Tully's, A-1 and A-2 Property Overview
- Recommended Commuter Parking Project Objectives
- Commuter Parking Project Site Concept
- Next Steps



Sound Transit Settlement Agreement



ST Settlement – Key Elements

- Reimbursement of qualifying City projects up to \$10,050,000
- Must submit invoices for reimbursement by **end of 2025.**
- Reimbursements split into several qualifying categories of projects – otherwise known as “buckets.” Some categories allow unused capacity to transfer to other sections.
- The various options for a commuter parking project affect the characteristic of ST reimbursement.
- **City strategy will result in full reimbursement.**

ST Settlement – “Buckets” of Funding

Section	Category	Funding Amount	Status
Section 3:	Temporary Construction Parking (funding transitioning to Traffic/Safety Enhancements)	\$240,000	Complete
Section 5:	Traffic/Safety Enhancements	\$5,100,000	In progress
Section 6:	Long-Term Parking	\$4,410,000 (49/51 split)	In progress
Section 7:	Aubrey Davis Park Master Plan	\$50,000	Complete
Section 8:	Last Mile Solutions	\$226,900	In progress
Section 9:	Emergency Training for I-90 Response	\$23,100	Complete
Total		\$10,050,000	

ST Settlement – Section 6

- Section 6 includes a cost split - 49% of the project costs will be contributed by Sound Transit and 51% by the City.
- The City's 51% portion of the project contribution is intended to be achieved through a property match.
- The ST match will be cash reimbursement to the City of construction and property acquisition costs (capped at \$4,410,000).
- If the project costs less than \$4,410,000 then remainder will be transferred to traffic safety bucket of ST settlement.
- Reimbursement only at completion of project.

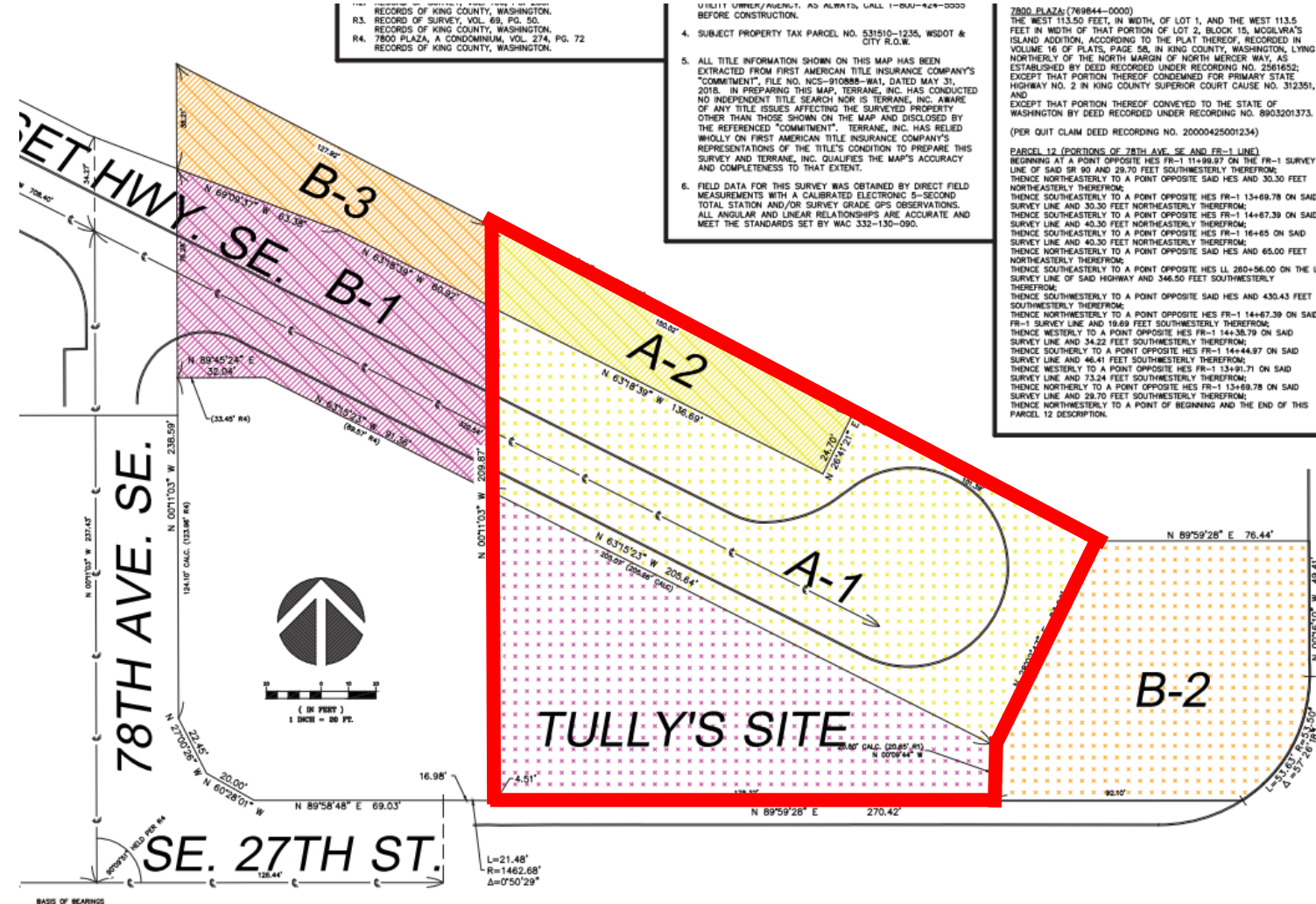


Former Tully's Property Overview



Former Tully's Property – Three Parcels

- As a reminder, this project consists of three different parcels.
- The “Tully’s Site” includes the former Tully’s coffee shop and the associated parking lot.
- The parcel known as “A-1” includes the cul-de-sac of the former Sunset Hwy.
- The parcel the City purchased from WSDOT is known as “A-2”.
- Parcels A-1 and A-2 include greenspace that are part of the Greta Hackett Outdoor Sculpture Gallery (aka Aubrey Davis Park.)



Former Tully's Property – City Owns

- The City purchased the property for \$2 M using REET 1 funds in 2019.
- 12,242 Square Feet
- Includes a dilapidated building (former Tully's coffee shop) and +/- 12 parking spaces.
- Nearly 100% impervious surface.
- The site is contaminated. The City negotiated a Settlement Agreement with BP/ARCO, which will cover most of the future clean-up costs.





Parcel A-1 Overview



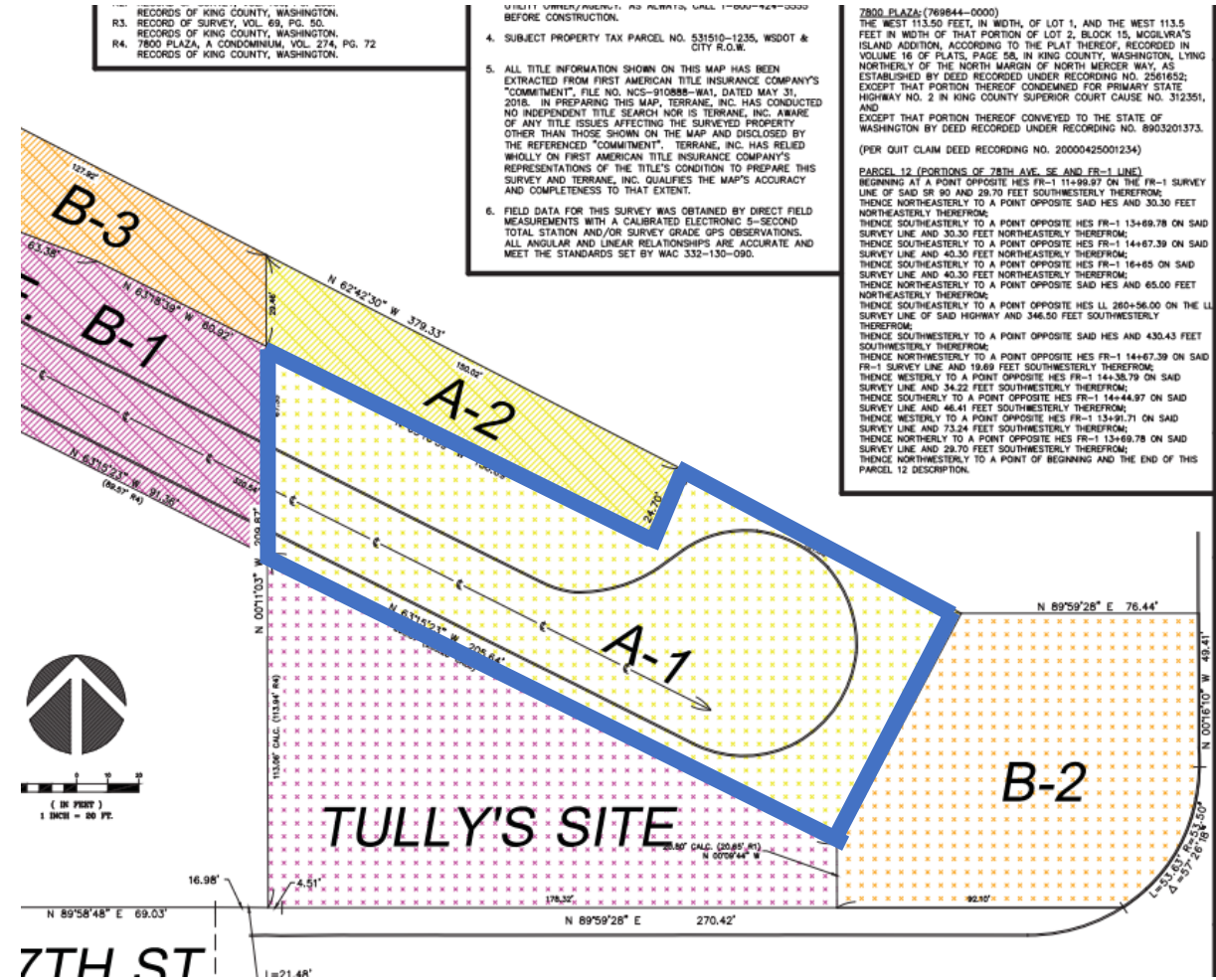
Parcel A-1 – City Owns as ROW

- 15,776 Square Feet of ROW
- Part of the “turn back agreements” after I-90 was constructed.
- Property is ROW, meaning its use is restricted for transportation or transportation-related purposes.
- As a condition of the ST Settlement Agreement the legislature approved a **budget proviso** allowing for commuter parking on this property.
- Cul-de-sac is currently used for public parking with 4-hour limits.



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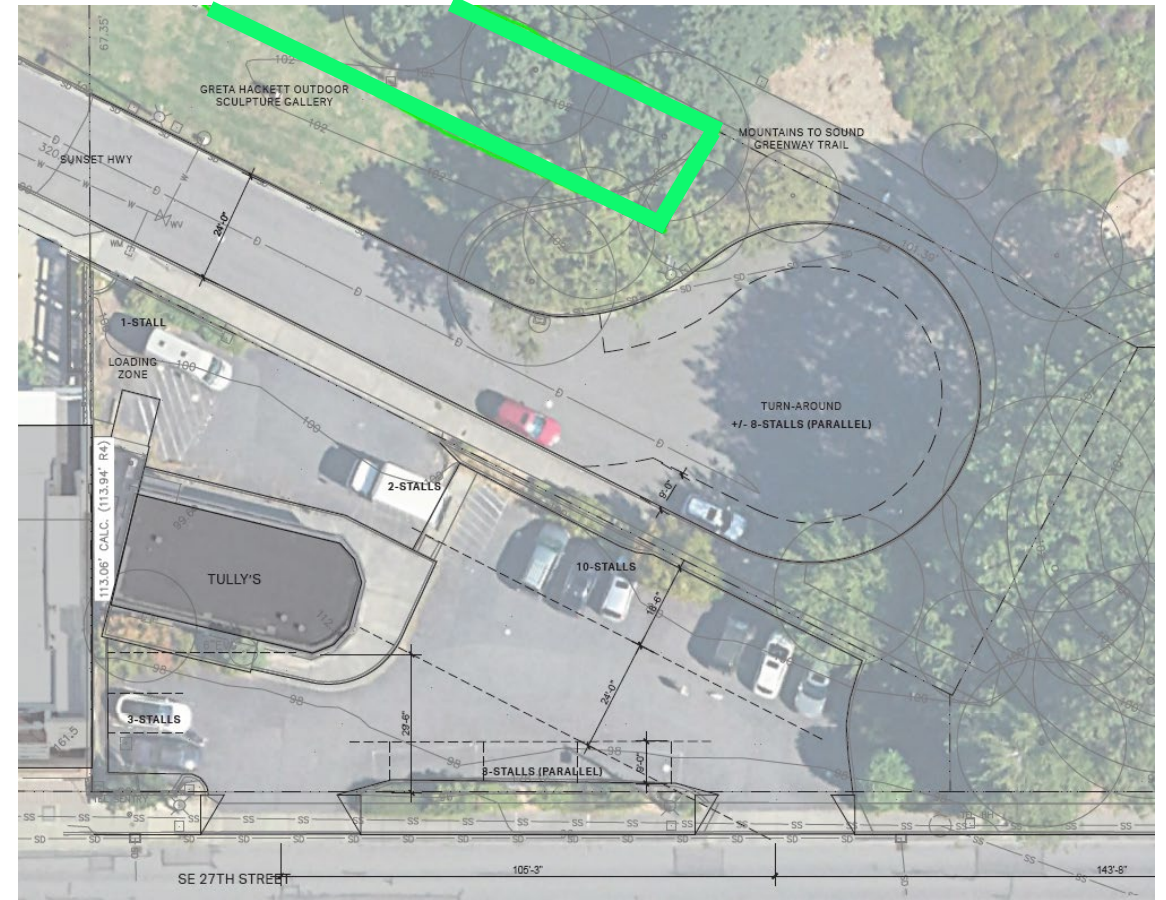


Parcel A-2 Overview



Parcel A-2 – City Owns Outright

- 3,636 Square Feet.
- Owned outright by City, part of the Greta Hackett Outdoor Sculpture Gallery (aka Aubrey Davis Park).
- Site purchased by the City from WSDOT for \$668,000 in 2021 using REET 1 funds.
- Appraised value of site \$660,000 as of January 2021.
- Anticipate using for stormwater management while maintaining the greenspace.



- R3. RECORDS OF KING COUNTY, WASHINGTON
RECORD OF SURVEY, VOL. 69, PG. 50.
R4. RECORDS OF KING COUNTY, WASHINGTON
7800 PLAZA, A CONDOMINIUM, VOL. 274, PG. 72
RECORDS OF KING COUNTY, WASHINGTON.
3. ALL TITLE INTERESTS, AS PLATS, CALL "1-500-545-0000"
BEFORE CONSTRUCTION.
4. SUBJECT PROPERTY TAX PARCEL NO. 531510-1235, WSDOT &
CITY R.O.R.E.
5. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN
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ALL ANGULAR AND LINEAR RELATIONSHIPS ARE ACCURATE AND
MEET THE STANDARDS SET BY WAC 332-130-090.
- 7800 PLAZA (780044-0000)
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, MCGLUWA'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. 2061455;
EXCEPT THAT PORTION THEREOF CONDEMNED 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+98.97 ON THE FR-1 SURVEY
LINE OF S/D SR 90 AND 29.70 FEET SOUTHWESTERLY THEREFROM;
THENCE NORTHEASTERLY TO A POINT OPPOSITE S/D HES AND 30.30 FEET
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SURVEY LINE AND 73.24 FEET SOUTHWESTERLY THEREFROM;
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SURVEY LINE AND 29.70 FEET SOUTHWESTERLY THEREFROM;
THENCE NORTHEASTERLY TO A POINT OF BEGINNING AND THE END OF THIS
PARCEL 12 DESCRIPTION.
- TULLY'S SITE
- 7TH ST

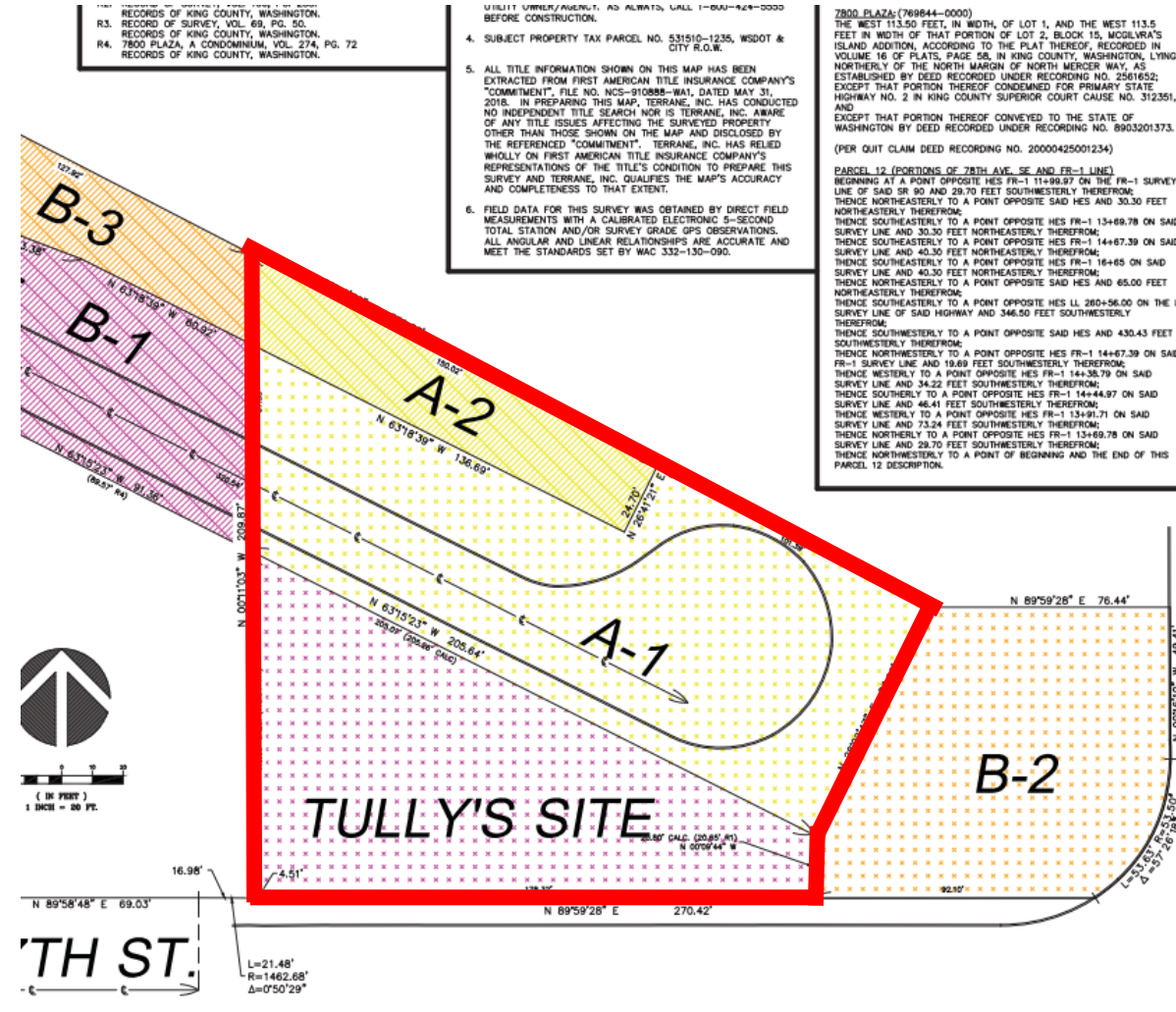


Property Assemblage



Property Assemblage: (Tully's + A1 + A2)

- **31,654** total square footage of Tully's, A1 (cul-de-sac), and A2
- **\$2,668,000** of REET 1 funding used to acquire the former Tully's site and A-2.
- Appraisal value of combined former Tully's site + A1 parcel of \$6,440,000 in May 2020.





Recommended Commuter Parking Project Objectives



Former Tully's Property – Current Condition

- The parking lot is in poor condition and does not meet City code.
- The site is environmentally contaminated due to previous uses as a gas station and auto repair shop.
- The building is stripped and inoperable. Most components of the building have failed or are at the end of their useful life.
- The building is currently used as transitional storage due to City Hall closure – staff are working on cleaning out and fully abandoning building.
- The building was under consideration for use as a satellite City facility, but the building is sited poorly and prevents efficient use of the property.
- Additionally, estimated costs to repair the building exceed the cost of replacement.





Recommended Commuter Parking Objectives

- **Alignment with Sound Transit Settlement Agreement**
 - Provision of commuter parking spaces adjacent to Sound Transit Light Rail Station.
 - Easy and convenient parking option for Islanders.
- **Flexible public parking program**
 - Flexible public parking facility to support Town Center businesses during non-commute hours.
- **Improve aesthetics**
 - Address derelict property conditions. Remove unnecessary hardscapes and impervious surfaces.
 - Improve aesthetics at the gateway to Town Center

Recommended Commuter Parking Objectives

- **Improve safety and accessibility**
 - Improve safety and traffic flow by reducing to one driveway apron on SE 27th St and streamlining ingress/egress.
 - Ensure safe and accessible pedestrian and bicycle connections to/from the parking lot and the nearby trail and sidewalks.
- **Protect green space and deploys sustainable design initiatives**
 - Propose a parking configuration that is efficient and maximizes use of space, while minimizing impact to the adjacent park.
 - No net loss of green space. Improve landscaping, trail connections, and accessibility.
 - Infrastructure to support future addition of EV charging stations.
 - Explore sustainable design alternatives to treat stormwater runoff.

Recommended Commuter Parking Objectives

- **Support multi-modal transportation options**
 - Provide additional amenities such as bike lockers, bike racks, picnic tables, and benches to activate the property.

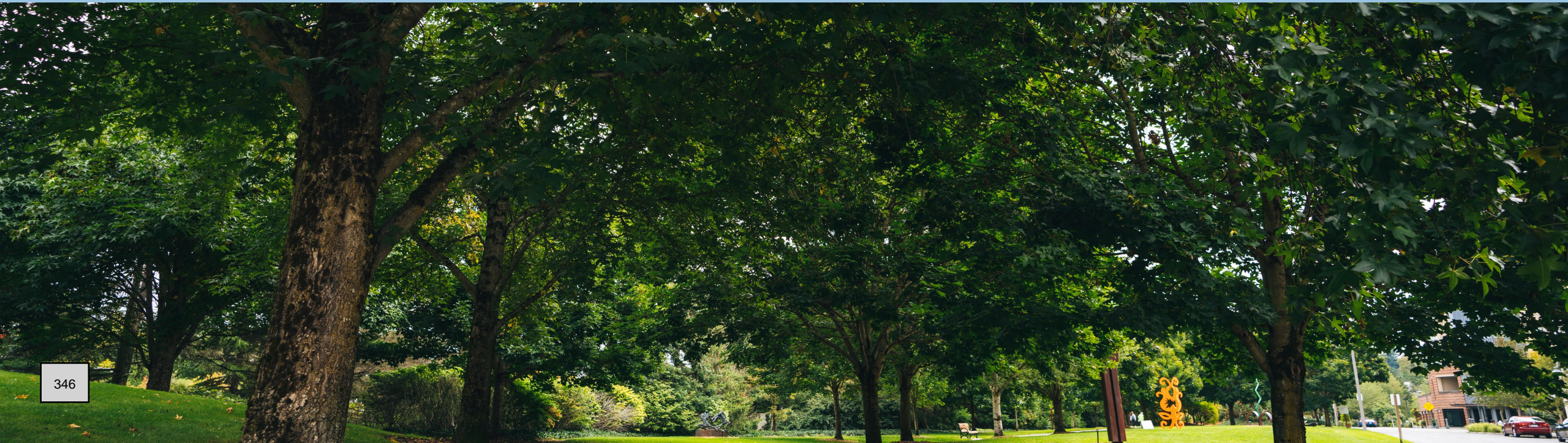


A gateway to Town Center...





Commuter Parking Project Site Concept

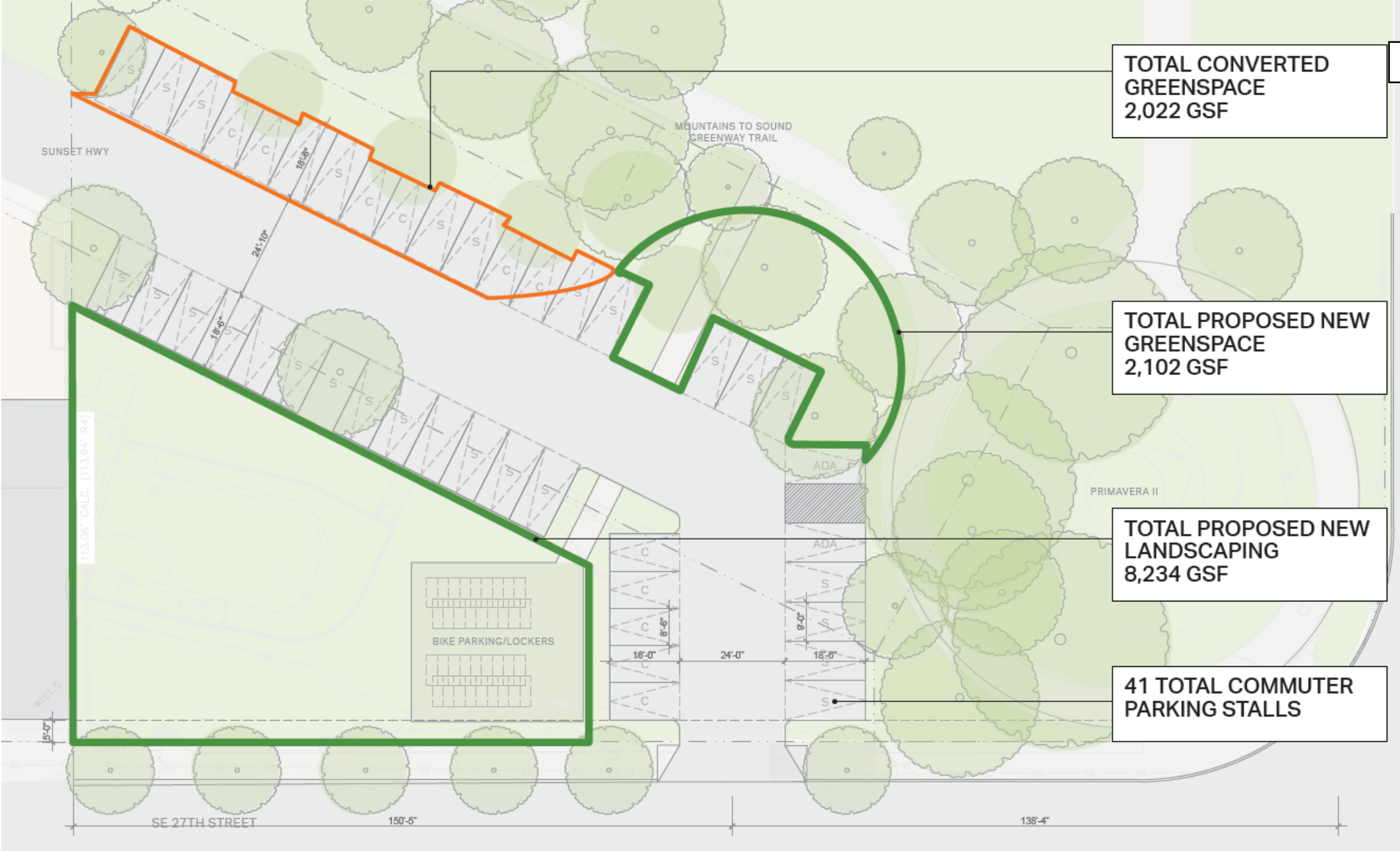


Town Center Long-Term Regional Transit Commuter Parking Project

- The City Manager has developed a preferred site concept for the Town Center Long-Term Regional Transit Commuter Parking Project.
- The preferred site concept aligns with the objectives described previously.
- Reconfigure and replace existing parking lot. Will include approximately 40 parking stalls compared to +/- 12 today.
- Will include bike lockers, bike racks, and other amenities
- No net loss of green space. Concept increases total green space and reduces total hardscape and impervious surface.
- The City Manager is seeking approval for the preferred site concept and upon receiving that direction will finalize the design.



PRELIMINARY SITE PLAN
SCALE: 1" = 20'-0"



Project Cost Estimate

- City Council approval of the site concept is needed to proceed with design and develop of the Engineer's Cost Estimate.
- Once that is complete, staff will return to the City Council in Q2 2024 to review the project cost estimate and the reimbursement scenario under the Sound Transit Settlement Agreement.
- The City Council included \$500,000 in the 2023-2024 budget to repair and repurpose the former Tully's building as a satellite City facility. Those funds will be utilized for this project.

Project Cost Estimate

- Generally, the cost for surface parking lot construction only, based on current market conditions, is about \$4k to \$5k per stall.
- Additional project costs include demolition of the former Tully's building, removal of hardscapes, new site landscaping, stormwater treatment, utility connections, lighting, site amenities, and soft costs.
- Potential soil mitigation costs are currently unknown but will be funded under the terms of the BP/ARCO Settlement Agreement.

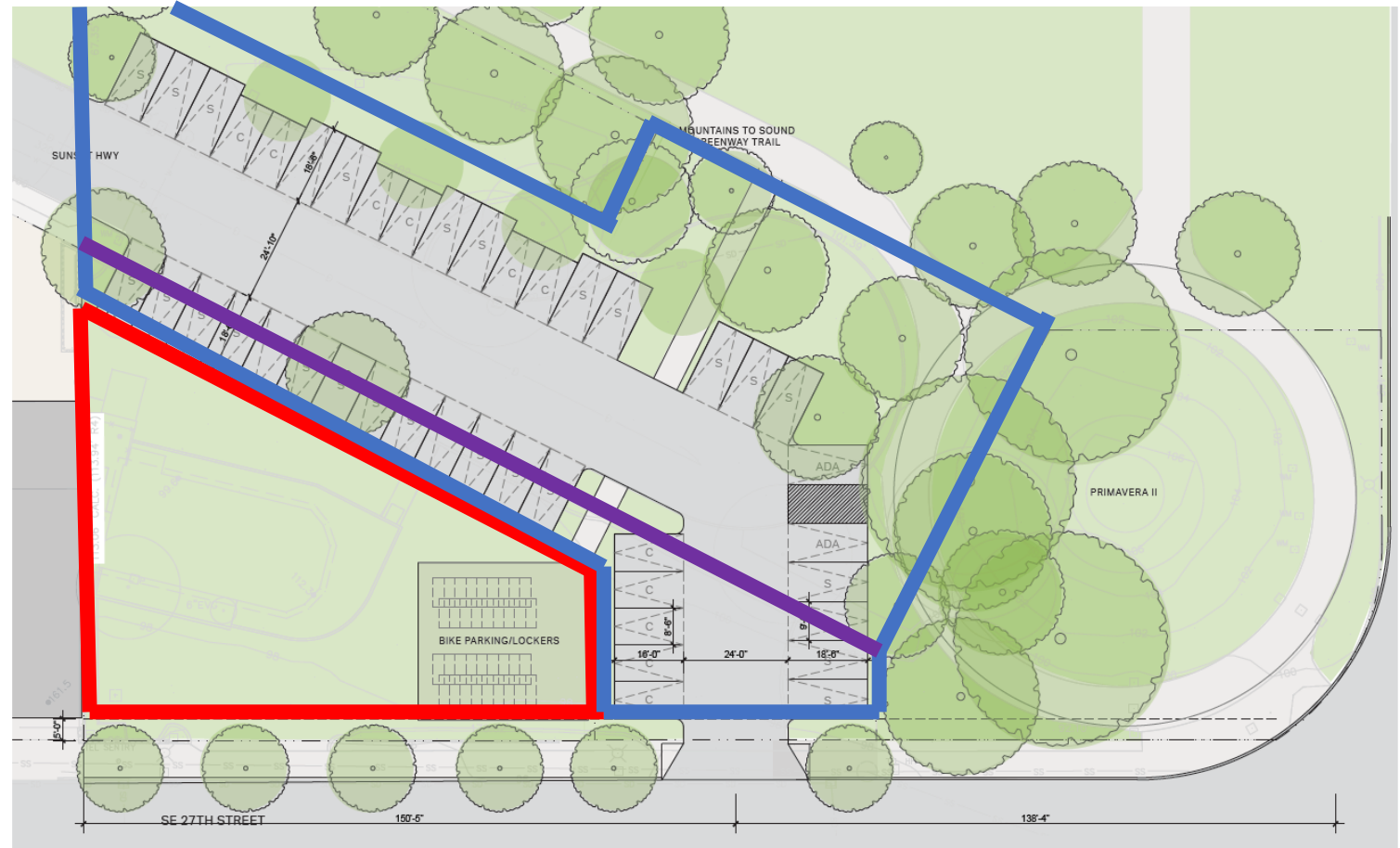
Parking Enforcement

- The former Tully's Property (red outline) is private property, even though it is owned by the City.
- Police cannot enforce on private property.
- Parcel A-1 is ROW, so police can enforce on this parcel (blue shape).
- Contract with a private parking management firm needed to enforce parking in former Tully's site (red shape)



Parking Enforcement

- City staff recommend converting areas of the proposed Commuter Parking Project lot designated for vehicle access and parking to ROW (blue) to allow enforcement to be performed by MIPD.
- Area below purple line to blue line is rough outline of property proposed to be converted to ROW (~4,000 GSF)



PRELIMINARY SITE PLAN
SCALE: 1" = 20'-0"

AB 6405 | Exhibit 2 | Page 6

northwest studio architects urban designers 02.13.2023 1

Parking Enforcement

- Upon receiving City Council approval for the Commuter Parking Project site concept, Staff will also prepare the materials necessary to dedicate certain parking lot areas as ROW, as previously discussed.
- This work item is also anticipated for Q2 2024.

Next Steps

- Staff is looking for Council motion to approve the site concept for the Town Center Long-Term Regional Transit Commuter Parking Project and direct the City Manager to proceed with design.
- Upon approval staff will proceed with design and prepare the Engineer's Cost Estimate.
- Staff anticipates returning to the City Council in Q2 2024 to review project costs and the City's anticipated reimbursement under the 49/51 Settlement Agreement cost share.
- Project bidding is anticipated in Q3/Q4 of 2024, with construction to immediately follow.

Next Steps

- Staff will begin work on drafting parking regulations and the enforcement policy needed to operationalize the new Commuter Parking facility, including code amendments. This work is anticipated for Q3/Q4 2024.
- Finally, the City Manager recommends the City Council name this public property. This too will be undertaken in Q3/Q4 2024.

Questions?



2024 PLANNING SCHEDULE

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

Items are not listed in any particular order. Agenda items & meeting dates are subject to change.

MARCH 1, 2024 PLANNING SESSION 9 AM – 5 PM		DD	FN	CA	Clerk	CM
ABSENCES:		2/9	2/12	2/12	2/13	2/13
ITEM TYPE TIME TOPIC				STAFF		
60	AB 6418: Review and Update of City Council Priorities			Jessi Bon		
45	AB 6419: 2024 Legislative Session Update			Jessi Bon		
90	AB 6415: 2023-2024 Work Plan Update			Casey Thompson/Jessi Bon		
30	AB 6420: City Facilities Discussion			Jessi Bon		
60	AB 6416: Review of City Council Rules of Procedure			Ali Spietz/Andrea Larson		
60	AB 6417: 2023 Community Member of the Year Nomination			Ali Spietz/Andrea Larson		

MARCH 5, 2024 ABSENCES:			DD 2/23	FN 2/26	CA 2/26	Clerk 2/27	CM 2/27
ITEM TYPE TIME TOPIC					STAFF		
STUDY SESSION							
60	AB xxxx: AMI Data Collector Infrastructure				Jason Kintner/Alaine Sommargren		
SPECIAL BUSINESS							
CONSENT AGENDA							
--	AB xxxx: February 23, 2024 Payroll Certification				Ali Spietz/Nicole Vannatter		
--	AB xxxx Open Space Conservancy Trust 2023 Annual Report to City Council and 2024 Work Plan				Jason Kintner/Alaine Sommargren/Sam Harb		
REGULAR BUSINESS							
15	AB xxxx: Park Area Naming Policy				Jason Kinter/Ryan Daly		
15	AB xxxx: Sponsorship Policy				Jason Kintner/Ryan Daly/Katie Herzog		
EXECUTIVE SESSION							

MARCH 19, 2024 ABSENCES:	DD 3/8	FN 3/11	CA 3/11	Clerk 3/12	CM 3/12
ITEM TYPE TIME TOPIC			STAFF		
EXECUTIVE SESSION					

60	Pending or potential litigation pursuant to RCW 42.30.110(1)(i)		Item 13.
SPECIAL BUSINESS			
CONSENT AGENDA			
--	AB xxxx: March 8, 2024 Payroll Certification	Ali Spietz/Nicole Vannatter	
--	AB xxxx: Reservoir Booster Pump Station Upgrades Bid Award	Jason Kintner/ Clint Morris/ Chris Marks	
REGULAR BUSINESS			
10	AB xxxx: City Council Committee and Liaison Assignments	Mayor Nice	
30	AB xxxx: Sustainability Work Program Update	Jason Kintner/Alaine Sommargren/Alanna DeRogatis	
45	AB 6421: Island Crest Way Corridor Improvements Project Update	Jason Kintner/Patrick Yamashita/Clint Morris	

MARCH 21, 2023 (SPECIAL MEETING) 5:00 PM		DD	FN	CA	Clerk	CM
ABSENCES:						
JOINT MEETING WITH MERCER ISLAND SCHOOL BOARD						

APRIL 2, 2024 ABSENCES:		DD 3/22	FN 3/25	CA 3/25	Clerk 3/26	CM 3/26
ITEM TYPE TIME TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: March 22, 2024 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Autism Acceptance Month, Proclamation No. xxx			Mayor Nice/Andrea Larson		
--	AB xxxx: Sexual Assault Awareness Month, Proclamation No. xxx			Mayor Nice/Andrea Larson		
--	AB xxxx: Johnson & Johnson Opioid Settlement			Jessi Bon/Bio Park		
	Pressure Reducing Valve Replacements Phase 1 Bid Award			Jason Kintner/ Clint Morris/ George Fletcher		
REGULAR BUSINESS						
EXECUTIVE SESSION						

APRIL 16, 2024		DD	FN	CA	Clerk	Item 13
ABSENCES:		4/5	4/8	4/8	4/9	4/9
ITEM TYPE TIME TOPIC				STAFF		
STUDY SESSION						
30	AB xxxx: Wildland Fire Preparedness			Ben Lane/Amanda Keverkamp		
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: April 5, 2024 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Earth Day Proclamation No. xxx			Jason Kintner/Al		
REGULAR BUSINESS						
30	AB xxxx: FY 2023 Year-End Financial Status Update and Budget Amending Ordinance			Matt Mornick		
30	AB xxxx: Clarke and Groveland Public Engagement Plan			Jason Kintner/Sarah Bluvas		
EXECUTIVE SESSION						

MAY 7, 2024		DD	FN	CA	Clerk	CM
ABSENCES:		4/26	4/29	4/29	4/30	4/30
ITEM TYPE TIME TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: April 19, 2024 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Affordable Housing Week, Proclamation No. xxx			Mayor Nice/Andrea Larson/Alison Van Gorp		
	2024 AC Water Main Replacement Bid Award			Jason Kintner/ Clint Morris/ George Fletcher		
REGULAR BUSINESS						
10	AB xxxx: PRSC General Assembly Voting Delegate			Mayor Nice/Andrea Larson		
15	AB xxxx: Washington Cities Electrical Code Update			Jeff Thomas/Don Cole		

EXECUTIVE SESSION**MAY 21, 2024**

ABSENCES:

DD
5/10FN
5/13CA
5/13Clerk
5/14CM
5/14**ITEM TYPE | TIME | TOPIC****STAFF****STUDY SESSION****SPECIAL BUSINESS****CONSENT AGENDA**

--	AB xxxx: May 3, 2024 Payroll Certification	Ali Spietz/Nicole Vannatter
	80 th Avenue Sidewalk Improvements Bid Award	Jason Kintner/ Clint Morris/ Ian Powell

REGULAR BUSINESS

15	AB xxxx: Financial Status Update for the First Quarter 2024 and Budget Amending Ordinance	Ben Schumacher/ Matt Mornick

EXECUTIVE SESSION**JUNE 4, 2024**

ABSENCES:

DD
5/24FN
5/24CA
5/24Clerk
5/28CM
5/28**ITEM TYPE | TIME | TOPIC****STAFF****STUDY SESSION**

60	AB xxxx: Draft Water System Reliability Action Plan Discussion	Jason Kintner/Alaine Sommargren
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SPECIAL BUSINESS

10	AB xxxx: 2023 Community Member of the Year	Mayor Nice/Andrea Larson
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CONSENT AGENDA

--	AB xxxx: May 17, 2024 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: Pride Month Proclamation No. xxx	Mayor Nice/Merrill Thomas-Schadt
--	AB xxxx: Juneteenth Proclamation No. xxx	Mayor Nice/Merrill Thomas-Schadt

--	AB xxxx: Aubrey Davis Park Trail Safety Improvements Bid Award	Jason Kintner/Clint Morris/Paul West	Item 13.
	2024 Arterial and Residential Street Overlays Bid Award	Jason Kintner/ Clint Morris/ Ian Powell	
REGULAR BUSINESS			
30	AB xxxx: 2024 Board & Commission Annual Appointments (Res. No. xxxx)	Mayor Nice/Andrea Larson	
10	AB xxxx: AWC Annual Meeting Voting Delegate	Mayor Nice/Andrea Larson	
30	AB xxxx: TIP 2025-2030 Preview and Public Hearing	Jason Kintner/Matt Mornick/Patrick Yamashita/Rebecca O'Sullivan/Ian Powell	
EXECUTIVE SESSION			

JUNE 18, 2024		DD	FN	CA	Clerk	CM
ABSENCES:		6/7	6/10	6/10	6/11	6/11
ITEM TYPE TIME TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
	2024 Water System Improvements Bid Award			Jason Kintner/ Clint Morris/ George Fletcher		
REGULAR BUSINESS						
30	AB xxxx TIP 2025-2030 Adoption			Jason Kintner/ Matt Mornick /Patrick Yamashita/Rebecca O’Sullivan		
EXECUTIVE SESSION						

JULY 2, 2024		DD	FN	CA	Clerk	CM
ABSENCES:		6/21	6/24	6/24	6/25	6/25

ITEM TYPE TIME TOPIC		STAFF
STUDY SESSION		
SPECIAL BUSINESS		
CONSENT AGENDA		
--	AB xxxx: Parks and Recreation Month Proclamation No. xxx	Mayor Nice/Ryan Daly
REGULAR BUSINESS		
30	AB xxxx: Emergency Assistance Program Update	Ali Spietz/Derek Franklin
EXECUTIVE SESSION		