



# CITY OF MERCER ISLAND

## CITY COUNCIL REGULAR HYBRID MEETING

Tuesday, February 21, 2023 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:

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

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

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

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

Please reference "Appearances" or "Public Hearing" on your correspondence and state if you would like to speak either in person at City Hall 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](mailto:council@mercerisland.gov).

Each speaker will be allowed three (3) minutes to speak. A timer will be visible in Council Chambers, 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 **893 4188 0107** 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 **893 4188 0107**; 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 City Hall at 5:00 PM (Appearances will start sometime after 5:00 PM):** – Council Chambers - 9611 SE 36<sup>th</sup> Street

**Submitting Written Comments:** Email written comments to the City Council at [council@mercerisland.gov](mailto:council@mercerisland.gov).

## MEETING AGENDA

**CALL TO ORDER & ROLL CALL, 5:00 pm**

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL**

**SPECIAL BUSINESS**

**1. AB 6227: Public Hearing and First Reading of Ordinance No. 23C-02 (renews Ordinance No. 22C-14) on Interim Regulations in MICC 19.16.010 Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing in Response to E2SHB 1220**

**Recommended Action:**

1. Conduct the Public Hearing and first reading of Ordinance No. 23C-02.
2. Move to set Ordinance No. 23C-02 for second reading and adoption at an upcoming City Council Meeting.

**CITY MANAGER REPORT**

**APPEARANCES**

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

**CONSENT AGENDA**

**2. AB 6228: February 10, 2023 Payroll Certification**

**Recommended Action:** Approve the February 10, 2023 Payroll Certification (Exhibit 1) in the amount of \$937,586.02 and authorize the Mayor to sign the certification on behalf of the entire City Council.

**3. Certification of Claims:**

- A. Check Register | 214733-214823 | 2/3/2023 | \$1,096,469.16
- B. EFT Payments | January 2023 | \$3,225,016.93

**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 February 7, 2023 Regular Hybrid Meeting**

**Recommended Action:** Approve the minutes of the February 7, 2023 Regular Hybrid Meeting.

**5. AB 6222: Rare Disease Day Proclamation No. 301**

**Recommended Action:** Proclaim February 28, 2023 Rare Disease Day in Mercer Island.

**6. AB 6226: Interlocal Agreement for Jail Services with King County.**

**Recommended Action:** Authorize the City Manager to sign the updated Interagency Agreement for Inmate Housing between the City of Mercer Island and King County, substantially in the form attached as Exhibit 1 to this agenda bill.

**REGULAR BUSINESS**

**7. AB 6210: Comprehensive Plan Status Report and Acceptance of GMA Update Grant**

**Recommended Action:** Accept the GMA Periodic Update Grant of \$125,000 from the Department of Commerce, authorize the City Manager to execute the grant agreements, and appropriate these funds to the Comprehensive Plan periodic update in the 2023-2024 biennial budget.

**8. AB 6230: City Council Rules of Procedure Amendments (Resolution No. 1642)**

**Recommended Action:** Approve Resolution No. 1642 amending the City Council Rules of Procedure as set forth in Exhibit A.

**OTHER BUSINESS**

**9. Planning Schedule**

**10. Councilmember Absences & Reports**

**EXECUTIVE SESSION**

#### **11. Pending or Potential Litigation**

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

#### **Collective Bargaining**

Executive Session for planning or adopting the strategy or position to be taken by the City Council during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress pursuant to RCW 42.30.140(4)(b)

#### **ADJOURNMENT**



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6227**  
**February 21, 2023**  
**Public Hearing**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6227: Public Hearing and First Reading of Ordinance No. 23C-02 (renews Ordinance No. 22C-14) on Interim Regulations in MICC 19.16.010 Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing in Response to E2SHB 1220	<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
<b>RECOMMENDED ACTION:</b>	Conduct public hearing and set Ordinance No. 23C-01 for second reading and adoption.	

<b>DEPARTMENT:</b>	Community Planning and Development		
<b>STAFF:</b>	Jeff Thomas, CPD Director Adam Zack, Senior Planner		
<b>COUNCIL LIAISON:</b>	n/a	n/a	n/a
<b>EXHIBITS:</b>	1. Ordinance No. 23C-02 (renews Ordinance No. 22C-14) on interim regulations in MICC 19.16.010 related to emergency shelters and housing, transitional housing, and permanent supportive housing in response to E2SHB 1220		
<b>CITY COUNCIL PRIORITY:</b>	n/a		

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

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to conduct a public hearing and first reading of Ordinance No. 23C-02 (Exhibit 1, renews Ordinance No. 22C-14) to consider the renewal of the interim regulations adopted in Mercer Island City Code (MICC) 19.16.010 related to emergency shelters and housing, transitional housing, and permanent supportive housing in response to E2SHB 1220.

- During the 2021 state legislative session, the legislature passed [E2SHB 1220](#), requiring amendment of MICC Title 19. The timeline imposed by this legislation required the City to comply with the new requirements by September 30, 2021.
- Interim regulations were adopted by Ordinance No. 21C-23 at the September 21, 2021, City Council meeting. On September 21, 2022, Ordinance No. 22C-14 renewed the interim regulations for six months.
- The interim regulations are set to expire on March 21, 2023. The City must renew the interim regulations for another six months or adopt permanent regulations to comply with state law.



- The interim regulations allow the City to comply with state law while the Washington Department of Commerce (Commerce) develops guidance on how to comply with E2SHB 1220.
- The City anticipates developing permanent regulations after Commerce provides the final guidance later this year.

## BACKGROUND

### E2SHB 1220: Emergency Shelters and Housing

[E2SHB 1220](#) addresses transitional housing, emergency shelters, and permanent supportive housing. The bill contains new requirements for Comprehensive Plan housing element updates and creates new requirements for cities' zoning/development regulations regarding indoor shelters and housing for the homeless, summarized below:

- The bill forbids cities from prohibiting transitional or permanent supportive housing in residential zones or zones where hotels are allowed.
- The bill also forbids cities from prohibiting indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed (except for cities that authorize indoor emergency shelters/housing in a majority of zones within a one-mile proximity to transit).
- Any regulations regarding occupancy, spacing, and intensity of use requirements regarding the four types of housing listed above must be reasonable and designed to protect public health and safety.
- Finally, such restrictions cannot be used to prevent the siting of a sufficient number of housing units necessary to meet Mercer Island's projected need for such housing and shelter as determined by the WA Department of Commerce (Commerce).

The City's development code currently includes some spacing restrictions; staff recommends retaining these restrictions for now and will further evaluate them for compliance with E2SHB 1220 when developing a permanent code amendment after Commerce issues guidance.

### Projected Need

E2SHB 1220 amended the Growth Management Act (GMA) to require cities to include in the housing element of their comprehensive plans "an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth, as provided by the department of commerce, including: (i) Units for moderate, low, very low, and extremely low-income households; and (ii) Emergency housing, emergency shelters, and permanent supportive housing" ([RCW 36.70A.070\(2\)\(a\)](#)). In addition to including this inventory and analysis, the City will be required to identify sufficient land capacity to accommodate the projected need ([RCW 36.70A.070\(2\)\(c\)](#)). Actions the City must take to comply with these requirements will depend on the projections and guidance Commerce is currently preparing.

In December 2022, Commerce provided a draft of the projected need for permanent supportive housing. The projected need is expected to be finalized later this year. At the same time, Commerce provided the first draft of guidance for how cities should determine the capacity for permanent supportive housing. That draft guidance is expected to be finalized later this year around the same time as the housing need projections. King County will complete its process of determining how the countywide need will be allocated to cities in the County once the final projected needs are provided from Commerce. The City can make permanent amendments to development code related to permanent supportive housing after Commerce and King County have finished their processes.

The work to comply with the Comprehensive Plan requirements of E2SHB 1220 is currently underway as part of the periodic review and is scheduled to be completed by December 31, 2024. More information about E2SHB 1220 and the Comprehensive Plan period review is provided in [AB 6156](#).

## ISSUE/DISCUSSION

State law allows for interim ordinances to be renewed for six months provided a public hearing is held and findings of fact are made prior to each renewal. Ordinance No. 23C-02 will renew the interim regulations adopted in 2021 by Ordinance No. 21C-23 and renewed for a 6-month period by Ordinance No. 22C-14. The proposed renewal would extend the interim regulations for another six months from March 21 to September 21, 2023.

### Ordinance No. 23C-02

E2SHB 1220 Section 4 requires the City to allow the following:

- Transitional housing and permanent supportive housing in any zones in which residential dwelling units or hotels are allowed, and
- Indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.

The City currently allows social service transitional housing and special needs group housing as defined in [MICC 19.16.010](#) in residential zones. The definitions for these uses include many uses similar to those required by E2SHB 1220 Section 4 and only require minor clarifying amendments to be consistent. Ordinance No. 23C-02 will renew the following interim definitions established by Ordinance No. 21C-23 and renewed by Ordinance No. 22C-14:

**Social Service Transitional Housing:** Noninstitutional group housing facilities for unrelated persons unrelated persons, other than special needs group housing or rooming houses, that are privately or publicly operated, including those facilities required to be licensed by the state or federal governments as well as those that may not be required to be licensed, that provide temporary and transitional housing to meet community social service needs including, but not limited to, work-release facilities and other housing facilities serving as an alternative to incarceration, halfway houses, emergency shelters, homeless shelters, domestic violence shelters and other such crisis intervention facilities. ~~Social service transitional housing excludes institutional facilities that typically cannot be accommodated in a single-family residential structure.~~ Further, the term shall include “emergency housing,” and “transitional housing” as defined within RCW 84.36.043(2)(c) or as hereafter amended. The term shall further include “emergency shelter” as defined within RCW 36.70A.030 or as hereafter amended.

**Special Needs Group Housing:** Noninstitutional group housing that primarily supports unrelated persons with handicaps or persons protected by familial status within the meaning of the FHAA, but not including individuals whose tenancy would constitute a direct threat to the health and safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. Special needs group housing includes, but is not limited to, foster family homes, adult family homes and residential care facilities as provided in Chapter 70.128 RCW, but excludes facilities ~~that typically cannot be accommodated in a single-family residential structure~~ such as hospitals, nursing homes, assisted living facilities

and detention centers. Further, the term shall include “permanent supportive housing” as defined in RCW 36.70A.030 or as hereafter amended.

## NEXT STEPS

Schedule a second reading of Ordinance No. 23C-02, at an upcoming City Council Meeting.

Permanent regulations will be developed once the Department of Commerce has provided the projected needs for housing and shelter and King County has allocated the projected need later in 2023.

## RECOMMENDED ACTION

1. Conduct the Public Hearing and first reading of Ordinance No. 23C-02.
2. Move to set Ordinance No. 23C-02 for second reading and adoption at an upcoming City Council Meeting.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 23C-02**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,  
RENEWING THE INTERIM REGULATIONS ADOPTED BY ORDINANCE NO.  
21C-23 ON DEFINITIONS RELATING TO EMERGENCY SHELTERS AND  
HOUSING, TRANSITIONAL HOUSING, AND PERMANENT SUPPORTIVE  
HOUSING; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE.**

**WHEREAS**, the adoption of land use and zoning regulations is a valid exercise of the City's police power and is specifically authorized by RCW 35A.63.100; and

**WHEREAS**, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

**WHEREAS**, in 2021, the Washington State legislature passed E2SHB 1220, which, among other things, requires cities to allow indoor emergency shelters and housing, transitional housing, and permanent supportive housing in certain zones; and

**WHEREAS**, E2SHB 1220 provides, in part, that a city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed, and

**WHEREAS**, E2SHB 1220 further provides, in part, that a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except if the city has adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit; and

**WHEREAS**, E2SHB 1220 allows cities to adopt reasonable occupancy, spacing, and intensity of use requirements on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety so long as those reasonable restrictions do not prohibit the number of units assigned to the city by the Washington State Department of Commerce ("Commerce"); and

**WHEREAS**, Commerce has not yet assigned the City of Mercer Island a number of units for permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters; and

**WHEREAS**, E2SHB 1220 included a September 30, 2021, deadline for cities to comply, and the City Council determined that to comply with the deadline and thoroughly analyze permanent regulations, interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary to allow adequate time for the City to adopt permanent development regulations in compliance with E2SHB 1220; and

**WHEREAS**, the City is authorized under RCW 35A.63.220 and 36.70A.390 to pass an interim zoning and official control ordinance, provided it holds a public hearing on the same within sixty days after passage if it has not previously held a public hearing on the proposed ordinance; and

**WHEREAS**, an interim zoning and official control ordinance may be effective for up to one year if a work plan is developed for related studies providing for such a longer period; and

**WHEREAS**, on September 21, 2021, the City Council adopted Ordinance 21C-23 that established interim regulations relating to emergency shelters and housing, transitional housing, and permanent supportive housing; and

**WHEREAS**, the City is authorized under RCW 35A.63.220 and 36.70A.390 to renew an interim zoning and official control ordinance for one or more six-month periods provided a subsequent public hearing is held and findings of fact are made prior to each renewal; and

**WHEREAS**, on September 6, 2022, the City Council adopted by Ordinance 22C-14 to renew the interim regulations established by Ordinance 21C-23 for another six months; and

**WHEREAS**, the interim regulations renewed by Ordinance 22C-14 will expire on March 21, 2023; and

**WHEREAS**, it is necessary to renew the interim regulations established by Ordinance No. 21C-23 for an additional six months to allow additional time for Commerce to determine the City's projected need for emergency housing, emergency shelters, and permanent supportive housing; and

**WHEREAS**, on February 21, 2023, the City Council held a public hearing and had their first reading of this ordinance; and

**WHEREAS**, on March 7, 2023, the City Council had their second reading of this ordinance.

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

**Section 1: Findings.** The findings adopted for Ordinances No. 21C-23 and 22C-14, and the "Whereas Clauses" set forth in the recitals of this Ordinance are hereby adopted as the findings of the City Council for passing this Ordinance.

**Section 2: Interim Ordinance No. 21C-23 Renewed.** The interim regulations established by Ordinance No. 21C-23 are renewed by this Ordinance and shall continue in effect for a period of six months from the effective date established in Section 4 of this Ordinance, unless repealed, extended, or modified by the City Council.

**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.** 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 on March 21, 2023, provided five days have passed since publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON MARCH 7, 2023.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Salim Nice, Mayor

Approved as to Form:

ATTEST:

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

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

Date of Publication: \_\_\_\_\_

DRAFT



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6228**  
**February 21, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6228: February 10, 2023 Payroll Certification	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Approve the February 10, 2023 Payroll Certification in the amount of \$937,586.02.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Administrative Services
<b>STAFF:</b>	Ali Spietz, Chief of Administration Nicole Vannatter, Human Resources Manager
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. February 10, 2023 Payroll Certification 2. FTE/LTE Counts
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

### EXECUTIVE SUMMARY

This agenda bill is to approve the payroll certification for the City of Mercer Island for the period from January 21, 2023 through February 03, 2023 in the amount of \$937,586.02. (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:

- \$8,064.00 in leave cash outs for current employees.
- \$1,831.24 in service and recognition awards.
- \$45,234.08 in overtime earnings (see chart for overtime hours by department).

### Overtime hours by department:

Department	Hours
Administrative Services	
City Attorney's Office	
City Manager's Office	
Community Planning & Development	2.50
Finance	
Fire	511.00
Municipal Court	
Police	51.50
Public Works	45.00
Thrift Shop	
Youth & Family Services	
<b>Total Overtime Hours</b>	<b>610.00</b>

## NEXT STEPS

### FTE/LTE COUNTS

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

### Casual Labor

In addition to FTE and LTE employees, the City utilizes casual labor to address workload needs that exceed the capacity or expertise of the City's regular staff and that are time limited or seasonal. Casual labor is used primarily to address seasonal workload needs and short-term workload issues created by special projects or position vacancies. Compared to an LTE position, a casual labor position has limited benefits and is filled for a shorter period 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 Shop.

## RECOMMENDED ACTION

Approve the February 10, 2023 Payroll Certification (Exhibit 1) in the amount of \$937,586.02 and authorize the Mayor to sign the certification on behalf of the entire City Council.



## CITY OF MERCER ISLAND PAYROLL CERTIFICATION

Item 2.

**PAYROLL PERIOD ENDING** 02.03.2023  
**PAYROLL DATED** 02.10.2023

Net Cash	\$	618,660.12
Net Voids/Manuals	\$	-
<b>Net Total</b>	<b>\$</b>	<b>618,660.12</b>
Federal Tax Deposit	\$	98,321.65
Social Security and Medicare Taxes	\$	56,070.51
Medicare Taxes Only (Fire Fighter Employees)	\$	2,586.82
State Tax (Oregon, Massachusetts and North Carolina)	\$	94.21
Family/Medical Leave Tax (Massachusetts)	\$	18.00
Public Employees' Retirement System (PERS Plan 2)	\$	28,351.16
Public Employees' Retirement System (PERS Plan 3)	\$	8,029.87
Public Employees' Retirement System (PERSJM)	\$	587.22
Public Safety Employees' Retirement System (PSERS)	\$	243.09
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	\$	29,779.38
Regence & LEOFF Trust Medical Insurance Deductions	\$	15,447.65
Domestic Partner Medical Insurance Deductions	\$	1,488.77
Kaiser Medical Insurance Deductions	\$	1,087.86
Health Care - Flexible Spending Account Contributions	\$	2,098.86
Dependent Care - Flexible Spending Account Contributions	\$	1,538.48
ICMA Roth IRA Contributions	\$	421.15
ICMA 457 Deferred Compensation Contributions	\$	39,593.54
Fire Nationwide 457 Deferred Compensation Contributions	\$	19,605.93
Fire Nationwide Roth IRA Contributions	\$	1,125.00
ICMA 401K Deferred Compensation Contributions	\$	788.46
Garnishments (Chapter 13)	\$	572.00
Child Support Wage Garnishment	\$	706.03
Mercer Island Employee Association Dues	\$	220.00
AFSCME Union Dues	\$	-
Police Union Dues	\$	-
Fire Union Dues	\$	2,255.33
Fire Union Supplemental Dues	\$	162.00
Standard - Supplemental Life Insurance	\$	-
Unum - Long Term Care Insurance	\$	1,136.05
AFLAC - Supplemental Insurance Plans	\$	238.52
Coffee Club Dues	\$	144.00
Transportation - Flexible Spending Account Contributions	\$	-
Fire HRA-VEBA Contributions	\$	6,213.47
Miscellaneous	\$	-
GET	\$	-
Oregon Transit Tax and Oregon Benefit Tax	\$	0.89
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$</b>	<b>318,925.90</b>

<b>TOTAL GROSS PAYROLL</b>	<b>\$ 937,586.02</b>
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.

  
 Finance Director

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

## FTE AND LTE COUNTS AS OF 2/3/2023

Full Time Equivalents (FTEs)	2023 Budgeted	2023 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	18.00
Finance	9.00	8.00
Fire	31.50	29.50
Municipal Court	3.10	2.10
Police	37.50	37.50
Public Works	64.80	59.80
Recreation	10.25	9.25
Youth & Family Services	11.43	11.43
Thrift Shop	2.00	2.00
<b>Total FTEs</b>	<b>207.58</b>	<b>196.58</b>
Limited Term Equivalents (LTEs)	2023 Budgeted	2023 Actual
Administrative Services		1.00
City Manager's Office	0.50	1.00
Community Planning & Development		0.25
Public Works	3.00	3.00
Youth & Family Services	3.03	2.60
Thrift Shop	7.50	7.50
<b>Total LTEs</b>	<b>14.03</b>	<b>15.35</b>
<b>Total FTEs &amp; LTEs</b>	<b>221.61</b>	<b>211.93</b>

**FTE Vacancies:**

1.0 CIP Project Inspector	1.0 Fire Chief (contracted out)
2.0 CIP Project Manager	1.0 HR Analyst
1.0 Deputy Fire Chief (contracted out)	1.0 Recreation Facility Supervisor
1.0 Financial Analyst	1.0 Utility Engineer

**LTE Vacancies:**

0.83 Middle School Counselor

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	214733-214823	2/3/2023	\$1,096,469.16
			\$1,096,469.16

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: 402000 - Water Fund-Admin Key</b>				
P0116954	00214755	CORRECTIONAL INDUSTRIES ACCTG	INVENTORY PURCHASES	997.60
P0117069	00214768	GRAINGER	INVENTORY PURCHASES	779.89
P0116966	00214768	GRAINGER	INVENTORY PURCHASES	717.09
P0116959	00214734	A.M. LEONARD INC	INVENTORY PURCHASES	571.97
	00214814	SWENSON, ERIK	REFUND OVERPAY 010811850010	297.35
<b>Org Key: CA1200 - Prosecution &amp; Criminal Mngmnt</b>				
P0117098	00214784	Kiviat, Aaron	Invoice #1551 Professional Ser	2,000.00
P0117098	00214784	Kiviat, Aaron	Invoice #1552 Professional Ser	2,000.00
P0117098	00214784	Kiviat, Aaron	Invoice #1545 Professional Ser	1,500.00
P0117098	00214784	Kiviat, Aaron	Invoice #1554 Professional Ser	700.00
<b>Org Key: CM1100 - Administration (CM)</b>				
P0117103	00214760	DEPT OF ENTERPRISE SERVICES	BUSINESS CARDS DAVID L 11/4/22	53.67
<b>Org Key: CR1100 - Human Resources</b>				
P0117079	00214776	HR COMPENSATION CON	Class & Comp Study INV MERC22_	5,796.00
P0117103	00214760	DEPT OF ENTERPRISE SERVICES	BUSINESS CARDS DEB 11/4/22	53.65
P0117103	00214760	DEPT OF ENTERPRISE SERVICES	BUSINESS CARDS MERSIHA 11/4/22	53.65
P0117103	00214760	DEPT OF ENTERPRISE SERVICES	BUSINESS CARDS SHUAIB 11/4/22	53.65
<b>Org Key: DS1100 - Administration (DS)</b>				
P0117040	00214786	KPG	Mercer Island Transportation	3,973.00
<b>Org Key: FN1100 - Administration (FN)</b>				
P0117042	00214810	STATE AUDITOR'S OFFICE	Audit Costs 2021 YE Financial	5,220.00
<b>Org Key: FN4501 - Utility Billing (Water)</b>				
P0117111	00214791	METROPRESORT	JAN 2023 PRINTING & MAILING OF	102.21
P0117111	00214791	METROPRESORT	JAN 2023 PRINTING & MAILING OF	81.76
<b>Org Key: FN4502 - Utility Billing (Sewer)</b>				
P0117111	00214791	METROPRESORT	JAN 2023 PRINTING & MAILING OF	102.21
P0117111	00214791	METROPRESORT	JAN 2023 PRINTING & MAILING OF	81.76
<b>Org Key: FN4503 - Utility Billing (Storm)</b>				
P0117111	00214791	METROPRESORT	JAN 2023 PRINTING & MAILING OF	102.21
P0117111	00214791	METROPRESORT	JAN 2023 PRINTING & MAILING OF	81.77
<b>Org Key: FR0000 - Fire-Revenue</b>				
P0116974	00214772	Health Care Authority	GEMT final cost settlement -	971.85
<b>Org Key: FR1100 - Administration (FR)</b>				
P0117080	00214761	EASTSIDE FIRE & RESCUE	Administrative Services - Jan	29,700.00
P0116972	00214813	STREAMLINE AUTOMATION SYSTEMS	Annual Dues	3,617.89
	00214747	CENTURYLINK	FIRE STATION 92 T1	2,431.68
	00214749	CENTURYLINK	FIRE STATION 92 T1	2,385.31
P0116988	00214815	SYSTEMS DESIGN WEST LLC	Transport billing	1,719.24
P0116987	00214756	CRAWFORD DOOR COMPANY	Station Maintenance & Repair	1,346.53
P0117084	00214821	WALTER E NELSON CO	Household	907.66
P0116986	00214782	King County Fire Chiefs Assoc	Annual dues	500.00
P0116981	00214758	CULLIGAN SEATTLE WA	Bottled Water Service	261.40
	00214747	CENTURYLINK	MAIN FIRE STATION FD#7	196.66

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0116977	00214793	NFPA	Membership	175.00
P0116982	00214758	CULLIGAN SEATTLE WA	Bottled water service	3.71
<i>Org Key: FR1200 - Fire Marshal</i>				
P0116970	00214778	International Code Council	Fire Marshall	661.26
<i>Org Key: FR2100 - Fire Operations</i>				
P0116975	00214761	EASTSIDE FIRE & RESCUE	Apparatus M192	1,283.90
P0116971	00214738	AT&T MOBILITY	Cell and tablets	874.96
P0117072	00214789	LN CURTIS & SONS	Bunker Gear	628.14
P0117081	00214789	LN CURTIS & SONS	Bunker Gear	557.53
P0116985	00214761	EASTSIDE FIRE & RESCUE	Apparatus E191	420.96
P0117074	00214787	KROESENS UNIFORM COMPANY	Uniforms ops	368.84
P0117076	00214787	KROESENS UNIFORM COMPANY	Uniforms Ops	347.19
P0117114	00214753	COMCAST	MERCER ISLAND FIRE STATION	118.87
P0117114	00214753	COMCAST	MERCER ISLAND FIRE STATION	93.92
P0117114	00214753	COMCAST	MERCER ISLAND FIRE STATION	62.41
<i>Org Key: FR2400 - Fire Suppression</i>				
P0116973	00214789	LN CURTIS & SONS	Hose supplies	3,584.86
P0117078	00214789	LN CURTIS & SONS	Suppression Ops Supplies	444.42
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0117083	00214788	LIFE ASSIST INC	Aid supplies	937.33
P0117082	00214768	GRAINGER	Apparatus supplies	682.05
P0117075	00214788	LIFE ASSIST INC	Aid supplies	144.51
P0116978	00214736	AIRGAS USA LLC	Oxygen	35.94
P0117073	00214788	LIFE ASSIST INC	AID SUPPLIES	33.32
P0116979	00214736	AIRGAS USA LLC	Oxygen	29.95
P0116980	00214736	AIRGAS USA LLC	Oxygen	19.95
P0116984	00214818	TRUE VALUE CONSTRUCTION DEPT	Aid supplies	19.72
P0117077	00214736	AIRGAS USA LLC	Oxygen	17.97
P0116983	00214812	STERICYCLE INC	Haz waste oncall	10.36
<i>Org Key: FR4100 - Training</i>				
P0116677	00214790	MASON COUNTY FIRE DISTRICT 6	Instructor 2/McCoy	930.00
<i>Org Key: GB0101 - HVAC Repairs</i>				
P0116929	00214811	STEMPER ARCHITECTURE COLLAB	PUBLIC WORKS BUILDING SEISMIC	2,561.35
<i>Org Key: GB0102 - ADA Improvements</i>				
P0115656	00214781	KCDA PURCHASING COOPERATIVE	KCDA Contract	16,904.60
P0117087	00214735	ACOUSTICAL DESIGN INC	Community Center kitchen and	7,684.00
P0115656	00214781	KCDA PURCHASING COOPERATIVE	Tax	1,707.36
P0117087	00214735	ACOUSTICAL DESIGN INC	Tax	776.08
<i>Org Key: GB0103 - City Hall - Seismic Retrofits</i>				
P0117090	00214739	AUBURN MECHANICAL	Auburn Mechanical Engineering	3,307.41
P0117097	00214773	HERC RENTALS INC	FIRE STATION 91 SCISSOR LIFT S	898.12
<i>Org Key: GGM001 - General Government-Misc</i>				
P0117061	00214742	BRINKS INC	DEC 2022 ARMOURED TRUCK	754.73
P0117114	00214753	COMCAST	CITY OF MERCER ISLAND	111.46

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0117114	00214753	COMCAST	MERCER ISLAND CITY HALL	11.43
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0117062	00214802	RESERVE ACCOUNT	RESERVE FUND REFILL FOR POSTAG	2,500.00
P0117085	00214823	Xerox Financial Services	Copier Rental Fees INV 3581757	1,715.38
P0117068	00214798	PITNEY BOWES	Q1 Postage Machine Lease INV	1,348.07
P0116993	00214804	RICOH USA INC (FIRE)	Copier	836.31
P0117085	00214823	Xerox Financial Services	Copier Rental Fees INV 3583215	568.12
P0117046	00214804	RICOH USA INC (FIRE)	Copier Rental	278.77
P0117052	00214754	CONFIDENTIAL DATA DISPOSAL	November 2022 - Shredding	225.00
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0117071	00214808	Smarsh Inc.	Smarsh Annual Support and	18,284.78
P0117070	00214805	SEELCLICKFIX INC.	SEELCLICKFIX Annual Support and	10,196.41
	00214747	CENTURYLINK	PRI Span	648.99
	00214749	CENTURYLINK	PRI Span	648.99
	00214747	CENTURYLINK	COMMUNITY CTR BACKUP PER T1	589.46
	00214749	CENTURYLINK	COMMUNITY CTR BACKUP PER T1	589.46
	00214747	CENTURYLINK	TRUNKS & BILLING (PRI)	239.18
	00214749	CENTURYLINK	FIRE STAT 92 ALARM, AUTODIAL &	185.77
	00214747	CENTURYLINK	FIRE STAT 92 ALARM, AUTODIAL &	176.46
	00214749	CENTURYLINK	COMMUNITY CENTER	136.16
	00214747	CENTURYLINK	COMMUNITY CENTER	129.33
	00214747	CENTURYLINK	PUBLIC WORKS RADIO	96.05
	00214749	CENTURYLINK	PUBLIC WORKS RADIO	96.05
	00214747	CENTURYLINK	FIRE STATION 91 BACKUP PRI TES	94.21
	00214747	CENTURYLINK	OPX lines - 16 or 32?	72.38
	00214749	CENTURYLINK	FIRE/BURGLAR ALARM	71.45
	00214747	CENTURYLINK	FIRE/BURGLAR ALARM	68.12
	00214749	CENTURYLINK	MAINTENANCE 911 BACKUP LINE	65.10
	00214749	CENTURYLINK	FIRE/BURGLAR ALARM	64.45
	00214749	CENTURYLINK	FIRE/BURGLAR ALARM	64.45
	00214747	CENTURYLINK	MAINTENANCE 911 BACKUP LINE	62.00
	00214749	CENTURYLINK	FIRE STATION 92 ELEVATOR ALARM	61.92
	00214749	CENTURYLINK	LUTHER BURBANK 911 BACKUP LIN	61.79
	00214749	CENTURYLINK	THRIFT STORE 911 BACKUP LINE	61.79
	00214747	CENTURYLINK	FIRE/BURGLAR ALARM	61.12
	00214747	CENTURYLINK	FIRE/BURGLAR ALARM	61.12
	00214747	CENTURYLINK	FIRE STATION 92 ELEVATOR ALARM	58.82
	00214747	CENTURYLINK	LUTHER BURBANK 911 BACKUP LIN	58.77
	00214747	CENTURYLINK	THRIFT STORE 911 BACKUP LINE	58.77
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0117100	00214780	KC FINANCE	Project # 1135625 RSD ISL CRST	3,159.87
P0116952	00214775	HORIZON	1" 850 DOUBLE CHECK VALVES	438.04
P0116969	00214774	HOME DEPOT CREDIT SERVICE	TOOL SET	109.00
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.00
<i>Org Key: MT2200 - Vegetation Maintenance</i>				
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.00
<i>Org Key: MT3100 - Water Distribution</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0117044	00214764	FERGUSON ENTERPRISES LLC	FLEXNET AMR METER BOX LIDS	5,619.56
P0117054	00214770	H D FOWLER	4" MJ PLUGS DI & 4" GASKET & T	130.09
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.42
<i>Org Key: MT3150 - Water Quality Event</i>				
P0117051	00214820	USABlueBook	OAKTON PH 150 WATERPROOF METER	611.72
P0116953	00214771	HACH COMPANY	SINGLET COMBO PH 4.01 & 7.0, 1	168.13
P0117051	00214820	USABlueBook	CREDIT- RETURNED OAKTON PH 150	-591.71
<i>Org Key: MT3200 - Water Pumps</i>				
	00214747	CENTURYLINK	FIRE VHF RADIO @ RESERVOIR	59.74
	00214747	CENTURYLINK	MAIN FIRE STATION	59.74
	00214747	CENTURYLINK	SOUTH END FIRE STATION	59.74
	00214747	CENTURYLINK	MAIN WATER RESERVOIR	59.74
	00214747	CENTURYLINK	BOOSTER PUMP STATION	59.74
<i>Org Key: MT3400 - Sewer Collection</i>				
P0117050	00214762	ENVIRO-CLEAN EQUIPMENT INC	SETCOM CBS-990 MAX HEADSET	1,815.28
P0117049	00214803	RICHARDS PIPE AND STEEL INC	PIPE & PLATES	1,672.00
P0117088	00214774	HOME DEPOT CREDIT SERVICE	20 VOLT IMPACT WRENCH KIT	384.25
P0117050	00214762	ENVIRO-CLEAN EQUIPMENT INC	CARRYING CASE	55.05
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.00
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0116951	00214738	AT&T MOBILITY	2023 TELEMTRY	818.35
P0117089	00214779	ISSAQUAH HONDA KUBOTA	STIHL BR430Z BLOWER	445.91
	00214747	CENTURYLINK	UTILITIES DEPARTMENT	212.40
	00214749	CENTURYLINK	UTILITIES DEPARTMENT	212.40
	00214747	CENTURYLINK	UTILITIES DEPARTMENT	168.64
	00214749	CENTURYLINK	UTILITIES DEPARTMENT	168.64
	00214747	CENTURYLINK	UTILITIES DEPARTMENT	124.45
	00214749	CENTURYLINK	UTILITIES DEPARTMENT	124.45
P0116990	00214770	H D FOWLER	EXTERNAL WEIGHT FOR FLOAT	48.11
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.00
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P0117043	00214769	GREEN RIVER COMM COLLEGE/WETRC	ANATOMY OF A SCADA CONTROLLED	500.00
<i>Org Key: MT3800 - Storm Drainage</i>				
P0116969	00214774	HOME DEPOT CREDIT SERVICE	M18 HYBRID ROCKET TOWER LIGHT	504.26
P0116904	00214744	CDW GOVERNMENT INC	Acrobat Standard 2020 Rodney	359.22
P0117057	00214774	HOME DEPOT CREDIT SERVICE	HOOK & RAIL & PACKET ORGANIZER	19.22
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.42
<i>Org Key: MT3810 - NPDES Phase 2 Prog Developmt</i>				
P0116649	00214817	THE WATERSHED COMPANY	2022-23 CITY OF MERCER ISLAND	8,349.50
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0117114	00214753	COMCAST	CITY OF MERCER ISLAND	86.41
P0117064	00214757	CRYSTAL AND SIERRA SPRINGS	PW WATER DELIVERY	73.00
<i>Org Key: MT4200 - Building Services</i>				
P0117095	00214759	CUMMINS SALES & SERVICE	TROUBLESHOOT TRANSFER SWITCH D	1,205.64

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0117092	00214750	CINTAS	FIRST AID SUPPLIES - CITY HALL	133.33
P0117048	00214816	TACOMA SCREW PRODUCTS INC	BOLT & NUTS	3.06
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.00
<i>Org Key: MT4300 - Fleet Services</i>				
P0117041	00214792	MI SCHOOL DISTRICT #400	2022 MISD SCHOOL DISTRICT FUEL	55,151.13
P0117059	00214767	GOODYEAR TIRE & RUBBER CO, THE	2023 TIRE INVENTORY	966.84
P0116956	00214801	PRECISION TURF EQUIPMENT	LPG REGULATOR	265.39
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.00
<i>Org Key: MT4501 - Water Administration</i>				
P0117042	00214810	STATE AUDITOR'S OFFICE	Audit Costs 2021 YE Financial	1,740.00
	00214749	CENTURYLINK	RESERVOIR FIRE/BURGALUR ALARM	58.96
	00214747	CENTURYLINK	RESERVOIR FIRE/BURGALUR ALARM	55.97
<i>Org Key: MT4502 - Sewer Administration</i>				
P0116727	00214783	KING COUNTY TREASURY	JAN-DEC 2023 MONTHLY SEWER CHA	450,907.85
P0117042	00214810	STATE AUDITOR'S OFFICE	Audit Costs 2021 YE Financial	1,740.00
<i>Org Key: MT4503 - Storm Water Administration</i>				
P0117042	00214810	STATE AUDITOR'S OFFICE	Audit Costs 2021 YE Financial	1,740.00
<i>Org Key: MT6100 - Park Maintenance</i>				
P0117086	00214819	UNITED REPROGRAPHICS	DOG OWNER'S GUIDE FLYERS (500)	316.42
P0117067	00214794	NW PLAYGROUND EQUIPMENT INC	MERCERDALE PLAYGROUND PARTS	208.68
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.00
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.00
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
P0117096	00214765	FIRE PROTECTION INC	FIRE ALARM MONITORING - QUARTE	1,816.65
P0117094	00214750	CINTAS	OFFICE LUNCH ROOM FIRST AID	156.53
	00214749	CENTURYLINK	LUTHER BURBANK PARK	136.16
	00214747	CENTURYLINK	LUTHER BURBANK PARK	129.33
	00214749	CENTURYLINK	LUTHER BURBANK PARK	68.09
	00214747	CENTURYLINK	LUTHER BURBANK PARK	64.67
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.00
<i>Org Key: MT6600 - Park Maint School Fields</i>				
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.00
<i>Org Key: MT6800 - Trails Maintenance</i>				
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	2.95
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0117065	00214777	IBS INC	MISC. HARDWARE (WAREHOUSE)	3.00
<i>Org Key: PA0103 - Trail Renovation &amp; Property Ma</i>				
P0116292	00214799	PLANTSCAPES INC	Parks Stair tread replacement	2,847.50
<i>Org Key: PA0109 - Aubrey Davis Park Trail Safety</i>				
P0112473	00214786	KPG	Aubrey Davis Park Trail Safety	5,634.00
<i>Org Key: PA0122 - Luther Burbank Dock Repair &amp; R</i>				



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0114806	00214785	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	16,098.85
P0114806	00214785	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	1,818.84
<i>Org Key: PA0133 - MICEC Tech &amp; Equipment Replace</i>				
P0117113	00214796	Pacific Fitness Products LLC	Pricing on Precor and Tag Anci	24,416.09
<i>Org Key: PA122A - LB North Pier Renovation</i>				
P0114806	00214785	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	1,198.73
P0114806	00214785	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	340.33
<i>Org Key: PA122B - LB Shoreline Access Improvemen</i>				
P0114806	00214785	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	5,908.38
P0114806	00214785	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	3,581.48
<i>Org Key: PA122D - LB Storm Drainage KC Flood Con</i>				
P0114806	00214785	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	925.54
P0114806	00214785	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	5.69
<i>Org Key: PA122E - LB Docks - Project costs</i>				
P0114806	00214785	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	5,000.00
P0114806	00214785	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	1,620.00
<i>Org Key: PA136C - KCWI-KC Waterworks LB S Shore</i>				
P0115172	00214737	ANCHOR QEA LLC	LUTHER BURBANK SOUTH	1,810.25
<i>Org Key: PO1100 - Administration (PO)</i>				
P0117055	00214738	AT&T MOBILITY	Police Cell Service - Invoice	857.13
P0117060	00214800	POLICE EXEC RESEARCH FORUM	2023 Membership Renewal - Chie	200.00
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0117058	00214733	4IMPRINT INC	Crime Prevention/EMAC Supplies	632.15
P0117112	00214807	SKYLINE COMMUNICATIONS INC	FEB 2023 EOC INTERNET	216.55
<i>Org Key: PO1700 - Records and Property</i>				
P0116854	00214822	WASHINGTON STATE PATROL	CPL Background Checks - Invoice	12.00
<i>Org Key: PO1800 - Contract Dispatch Police</i>				
P0114447	00214740	AXON ENTERPRISE INC	Taser Contract Invoice # INUS0	2,155.09
<i>Org Key: PO2100 - Patrol Division</i>				
P0117053	00214787	KROESENS UNIFORM COMPANY	Uniform Supplies - Invoice # 7	30.17
<i>Org Key: PO3100 - Investigation Division</i>				
P0117066	00214763	EQUIFAX INFORMATION SVCS LLC	Equifax background service -	58.36
<i>Org Key: PO3350 - School Resource Officer</i>				
	00214741	Barragan, Foster	ALICE TRAINING	185.00
<i>Org Key: PO4100 - Firearms Training</i>				
P0114447	00214740	AXON ENTERPRISE INC	Taser Contract Invoice # INUS0	9,999.95
<i>Org Key: PR1100 - Administration (PR)</i>				
P0117063	00214797	PERFECTMIND INC	SUBSCRIPTION YEAR 7	33,030.00
<i>Org Key: PR4100 - Community Center</i>				
P0117101	00214795	PACIFIC AIR CONTROL INC	MI COMMUNITY CENTER EVENTS WO	862.08

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0117114	00214753	COMCAST	MERCER ISLAND COMMUNITY	322.70
P0117061	00214742	BRINKS INC	DEC 2022 ARMOURED TRUCK	133.05
	00214749	CENTURYLINK	COMMUNITY CENTER 911 ID LINE	64.45
	00214747	CENTURYLINK	COMMUNITY CENTER 911 ID LINE	61.12
<i>Org Key: SP0100 - Residential Street Resurfacing</i>				
P0117099	00214752	CM DESIGN GROUP	PACE TOPO SURVEY AND APS	767.50
<i>Org Key: SP0120 - Sunset Hwy/77 Ave SW Improveme</i>				
P0116933	00214786	KPG	77TH AVE SE & SUNSET HWY	1,884.00
<i>Org Key: SP0129 - Demo 4004 ICW Surplus Property</i>				
P0116023	00214751	CITY WIDE FENCE CO	build cedar fencing along east	9,056.74
<i>Org Key: SU0108 - Comprehensive Pipeline R&amp;R Pro</i>				
P0112365	00214809	Staheli Trenchless Consultants	21-30 Basin 40 Sewer	9,316.25
<i>Org Key: SU0170 - ARPA - Sewer Pipe Upsize</i>				
P0114350	00214809	Staheli Trenchless Consultants	21-48 Sewer Pipe Replacements	12,693.09
<i>Org Key: WU0103 - Water Reservoir Improvements</i>				
P0117091	00214743	BUILDERS EXCHANGE OF WA	Publish Projects Online	50.40
<i>Org Key: WU0106 - Madrona Crest East Addition Wa</i>				
P0114993	00214766	FURY SITE WORKS INC	2022 WATER SYSTEM IMPROVEMENTS	241,303.51
<i>Org Key: YF1100 - YFS General Services</i>				
P0117103	00214760	DEPT OF ENTERPRISE SERVICES	BUSINESS CARDS JOY CAIN 11/4/2	53.65
<i>Org Key: YF1200 - Thrift Shop</i>				
	00214747	CENTURYLINK	THRIFT SHOP ALARMS	195.50
P0117093	00214750	CINTAS	STOREROOM CABINET FIRST AID	154.34
<i>Org Key: YF2600 - Family Assistance</i>				
P0117047	00214806	SHOREWOOD #14885	Rental assistance for EA clien	880.00
Total				<u>1,096,469.16</u>

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00214733	02/03/2023	4IMPRINT INC Crime Prevention/EMAC Supplies	P0117058	10802440	01/18/2023	632.15
00214734	02/03/2023	A.M. LEONARD INC INVENTORY PURCHASES	P0116959	23000883/SO23017	01/12/2023	571.97
00214735	02/03/2023	ACOUSTICAL DESIGN INC Community Center kitchen and	P0117087	14630	12/31/2022	8,460.08
00214736	02/03/2023	AIRGAS USA LLC Oxygen	P0117077	9133938896	01/12/2023	103.81
00214737	02/03/2023	ANCHOR QEA LLC LUTHER BURBANK SOUTH SHORELINE	P0115172	14351	12/31/2022	1,810.25
00214738	02/03/2023	AT&T MOBILITY Cell and tablets	P0117055	X01192023	01/11/2023	2,550.44
00214739	02/03/2023	AUBURN MECHANICAL Auburn Mechanical Engineering	P0117090	32279	12/31/2022	3,307.41
00214740	02/03/2023	AXON ENTERPRISE INC Taser Contract Invoice # INUS0	P0114447	INUS071393	05/01/2022	12,155.04
00214741	02/03/2023	Barragan, Foster ALICE TRAINING		123122	12/31/2022	185.00
00214742	02/03/2023	BRINKS INC DEC 2022 ARMOURED TRUCK	P0117061	5407842	12/31/2022	887.78
00214743	02/03/2023	BUILDERS EXCHANGE OF WA Publish Projects Online	P0117091	1073618	12/31/2022	50.40
00214744	02/03/2023	CDW GOVERNMENT INC Acrobat Standard 2020 Rodney	P0116904	GG54176	01/19/2023	359.22
00214747	02/03/2023	CENTURYLINK MAIN FIRE STATION FD#7		275-4207 JAN23	12/31/2022	6,413.90
00214749	02/03/2023	CENTURYLINK FIRE STATION 92 T1		232-8035 FEB23	01/15/2023	5,325.84
00214750	02/03/2023	CINTAS FIRST AID SUPPLIES - CITY HALL	P0117093	5140422936	01/11/2023	444.20
00214751	02/03/2023	CITY WIDE FENCE CO build cedar fencing along east	P0116023	41460	11/03/2022	9,056.74
00214752	02/03/2023	CM DESIGN GROUP PACE TOPO SURVEY AND APS	P0117099	23007	12/31/2022	767.50
00214753	02/03/2023	COMCAST MERCER ISLAND FIRE STATION	P0117114	0012599-JAN23	01/20/2023	807.20
00214754	02/03/2023	CONFIDENTIAL DATA DISPOSAL November 2022 - Shredding	P0117052	215769	11/30/2022	225.00
00214755	02/03/2023	CORRECTIONAL INDUSTRIES ACCTG INVENTORY PURCHASES	P0116954	T093299	01/06/2023	997.60
00214756	02/03/2023	CRAWFORD DOOR COMPANY Station Maintenance & Repair	P0116987	5431	12/20/2022	1,346.53
00214757	02/03/2023	CRYSTAL AND SIERRA SPRINGS PW WATER DELIVERY	P0117064	14555831 012123	01/21/2023	73.00
00214758	02/03/2023	CULLIGAN SEATTLE WA Bottled Water Service	P0116982	0725648	12/31/2022	265.11
00214759	02/03/2023	CUMMINS SALES & SERVICE TROUBLESHOOT TRANSFER SWITCH D	P0117095	01-71231	01/12/2023	1,205.64
00214760	02/03/2023	DEPT OF ENTERPRISE SERVICES BUSINESS CARDS DAVID L 11/4/22	P0117103	731117559	10/05/2022	268.27
00214761	02/03/2023	EASTSIDE FIRE & RESCUE Apparatus E191	P0116975	5185	01/18/2023	31,404.86

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00214762	02/03/2023	ENVIRO-CLEAN EQUIPMENT INC SETCOM CBS-990 MAX HEADSET	P0117050	23-59372	01/23/2023	1,870.33
00214763	02/03/2023	EQUIFAX INFORMATION SVCS LLC Equifax background service -	P0117066	2054071233	01/23/2023	58.36
00214764	02/03/2023	FERGUSON ENTERPRISES LLC FLEXNET AMR METER BOX LIDS	P0117044	1169091	01/25/2023	5,619.56
00214765	02/03/2023	FIRE PROTECTION INC FIRE ALARM MONITORING - QUARTE	P0117096	76408	01/01/2023	1,816.65
00214766	02/03/2023	FURY SITE WORKS INC 2022 WATER SYSTEM IMPROVEMENTS	P0114993	PP#6	12/31/2022	241,303.51
00214767	02/03/2023	GOODYEAR TIRE & RUBBER CO, THE 2023 TIRE INVENTORY	P0117059	195-1164629	01/27/2023	966.84
00214768	02/03/2023	GRAINGER INVENTORY PURCHASES	P0117082	9564099571	01/05/2023	2,179.03
00214769	02/03/2023	GREEN RIVER COMM COLLEGE/WETRC ANATOMY OF A SCADA CONTROLLED	P0117043	221605/221606	01/27/2023	500.00
00214770	02/03/2023	H D FOWLER 4" MJ PLUGS DI & 4" GASKET & T	P0116990	I6306055	01/23/2023	178.20
00214771	02/03/2023	HACH COMPANY SINGLET COMBO PH 4.01 & 7.0, 1	P0116953	13413752	01/09/2023	168.13
00214772	02/03/2023	Health Care Authority GEMT final cost settlement -	P0116974	2020GEMT	12/31/2022	971.85
00214773	02/03/2023	HERC RENTALS INC FIRE STATION 91 SCISSOR LIFT S	P0117097	33361136-001	12/31/2022	898.12
00214774	02/03/2023	HOME DEPOT CREDIT SERVICE HOOK & RAIL & PACKET ORGANIZER	P0116969	8083394	01/24/2023	1,016.73
00214775	02/03/2023	HORIZON 1" 850 DOUBLE CHECK VALVES	P0116952	EM461517	01/10/2023	438.04
00214776	02/03/2023	HR COMPENSATION CON Class & Comp Study INV MERC22_	P0117079	MERC22_02F	01/31/2023	5,796.00
00214777	02/03/2023	IBS INC MISC. HARDWARE (WAREHOUSE)	P0117065	800422-2	11/04/2022	42.79
00214778	02/03/2023	International Code Council Fire Marshall	P0116970	1001607833	12/15/2022	661.26
00214779	02/03/2023	ISSAQUAH HONDA KUBOTA STIHL BR430Z BLOWER	P0117089	73087I	02/01/2023	445.91
00214780	02/03/2023	KC FINANCE Project # 1135625 RSD ISL CRST	P0117100	123832-123834	12/31/2022	3,159.87
00214781	02/03/2023	KCDA PURCHASING COOPERATIVE KCDA Contract	P0115656	300687808	12/27/2022	18,611.96
00214782	02/03/2023	King County Fire Chiefs Assoc Annual dues	P0116986	D11CD23B-0001	01/13/2023	500.00
00214783	02/03/2023	KING COUNTY TREASURY JAN-DEC 2023 MONTHLY SEWER CHA	P0116727	30036466	02/01/2023	450,907.85
00214784	02/03/2023	Kiviat, Aaron Invoice #1545 Professional Ser	P0117098	1554	01/23/2023	6,200.00
00214785	02/03/2023	KPFF CONSULTING ENGINEERS Luther Burbank Park Final Desi	P0114806	456714	12/31/2022	36,497.84
00214786	02/03/2023	KPG Mercer Island Transportation	P0116933	192146	12/31/2022	11,491.00
00214787	02/03/2023	KROESENS UNIFORM COMPANY Uniforms ops	P0117053	71928	01/25/2023	746.20

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00214788	02/03/2023	LIFE ASSIST INC Aid supplies	P0117073	1289552	01/31/2023	1,115.16
00214789	02/03/2023	LN CURTIS & SONS Hose supplies	P0117078	INV667061	01/12/2023	5,214.95
00214790	02/03/2023	MASON COUNTY FIRE DISTRICT 6 Instructor 2/McCoy	P0116677	1635	01/31/2023	930.00
00214791	02/03/2023	METROPRESORT JAN 2023 PRINTING & MAILING OF	P0117111	IN651756	02/01/2023	551.92
00214792	02/03/2023	MI SCHOOL DISTRICT #400 2022 MISD SCHOOL DISTRICT FUEL	P0117041	2022FUEL	12/31/2022	55,151.13
00214793	02/03/2023	NFPA Membership	P0116977	MEMBERSHIP23	01/01/2023	175.00
00214794	02/03/2023	NW PLAYGROUND EQUIPMENT INC MERCERDALE PLAYGROUND PARTS	P0117067	50908	01/30/2023	208.68
00214795	02/03/2023	PACIFIC AIR CONTROL INC MI COMMUNITY CENTER EVENTS WO	P0117101	35658A	01/17/2023	862.08
00214796	02/03/2023	Pacific Fitness Products LLC Pricing on Precor and Tag Anci	P0117113	89335	11/28/2022	24,416.09
00214797	02/03/2023	PERFECTMIND INC SUBSCRIPTION YEAR 7	P0117063	IN0927155	01/16/2023	33,030.00
00214798	02/03/2023	PITNEY BOWES Q1 Postage Machine Lease INV	P0117068	3316966703	01/01/2023	1,348.07
00214799	02/03/2023	PLANTSCAPES INC Parks Stair tread replacement	P0116292	57180E-RET	12/29/2022	2,847.50
00214800	02/03/2023	POLICE EXEC RESEARCH FORUM 2023 Membership Renewal - Chie	P0117060	17198	01/01/2023	200.00
00214801	02/03/2023	PRECISION TURF EQUIPMENT LPG REGULATOR	P0116956	12088-53279	01/20/2023	265.39
00214802	02/03/2023	RESERVE ACCOUNT RESERVE FUND REFILL FOR POSTAG	P0117062	47912225-012523	01/25/2023	2,500.00
00214803	02/03/2023	RICHARDS PIPE AND STEEL INC PIPE & PLATES	P0117049	22114	01/18/2023	1,672.00
00214804	02/03/2023	RICOH USA INC (FIRE) Copier Rental	P0116993	106880278	01/20/2023	1,115.08
00214805	02/03/2023	SEELCLICKFIX INC. SEELCLICKFIX Annual Support and	P0117070	253182	03/09/2023	10,196.41
00214806	02/03/2023	SHOREWOOD #14885 Rental assistance for EA clien	P0117047	012723	01/27/2023	880.00
00214807	02/03/2023	SKYLINE COMMUNICATIONS INC FEB 2023 EOC INTERNET	P0117112	IN47075	02/01/2023	216.55
00214808	02/03/2023	Smarsh Inc. Smarsh Annual Support and	P0117071	INV-71469	01/01/2023	18,284.78
00214809	02/03/2023	Staheli Trenchless Consultants 21-30 Basin 40 Sewer	P0114350	23-005	12/31/2022	22,009.34
00214810	02/03/2023	STATE AUDITOR'S OFFICE Audit Costs 2021 YE Financial	P0117042	LI50966	11/10/2022	10,440.00
00214811	02/03/2023	STEMPER ARCHITECTURE COLLAB PUBLIC WORKS BUILDING SEISMIC	P0116929	22125	12/31/2022	2,561.35
00214812	02/03/2023	STERICYCLE INC Haz waste oncall	P0116983	3006307149	12/31/2022	10.36
00214813	02/03/2023	STREAMLINE AUTOMATION SYSTEMS Annual Dues	P0116972	2023-3	01/01/2023	3,617.89

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00214814	02/03/2023	SWENSON, ERIK REFUND OVERPAY 010811850010		012523	01/25/2023	297.35
00214815	02/03/2023	SYSTEMS DESIGN WEST LLC Transport billing	P0116988	20230142	01/23/2023	1,719.24
00214816	02/03/2023	TACOMA SCREW PRODUCTS INC BOLT & NUTS	P0117048	160059998-00	01/27/2023	3.06
00214817	02/03/2023	THE WATERSHED COMPANY 2022-23 CITY OF MERCER ISLAND	P0116649	2023-0125	12/31/2022	8,349.50
00214818	02/03/2023	TRUE VALUE CONSTRUCTION DEPT Aid supplies	P0116984	120522	12/05/2022	19.72
00214819	02/03/2023	UNITED REPROGRAPHICS DOG OWNER'S GUIDE FLYERS (500)	P0117086	9112866-IN	01/27/2023	316.42
00214820	02/03/2023	USABlueBook OAKTON PH 150 WATERPROOF METER	P0117051	209551/236323	12/19/2022	20.01
00214821	02/03/2023	WALTER E NELSON CO Household	P0117084	903883	01/25/2023	907.66
00214822	02/03/2023	WASHINGTON STATE PATROL CPL Background Checks - Invoic	P0116854	I230023903	12/02/2022	12.00
00214823	02/03/2023	Xerox Financial Services Copier Rental Fees INV 3583215	P0117085	3581757	12/31/2022	2,283.50
					Total	1,096,469.16

CERTIFICATION OF CLAIMS

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



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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Date</u>	<u>Amount</u>
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EFT Payments	January 2023	<b>\$3,225,016.93</b>
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# Accounts Payable EFT Report

Item 3.

Date	Description	Dollar Amount
1/3/2023 Preauthorized ACH Debit	DIRECT DEPOSIT BANKCARD 948908660000035 Merchant Fee - Utility Billing	9,855.16
1/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE Merchant Fee - City Hall	411.69
1/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MERCHANT S 8039720340 Merchant Fee - Recreation	2,653.86
1/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll	905.00
1/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll	4,635.08
1/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	52.25
1/3/2023 Preauthorized ACH Debit	MERCHANT SERVICEMERCH FEES930553411164783 Merchant Fee - Thrift Shop	7,127.89
1/3/2023 Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 00000000259217 Merchant Fee - MBP.com	1,302.89
1/3/2023 Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 8037460410 Merchant Fee - Boat Launch	111.38
1/3/2023 Outgoing Money Transfer	FF Dues Employee Withholding - Payroll	2,249.79
1/3/2023 Outgoing Money Transfer	Mission Square ICMA Employee Withholding - Payroll	32,850.73
1/3/2023 Outgoing Money Transfer	VEBA Contributions Employee Withholding - Payroll	5,996.74
1/4/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll	2,127.39
1/4/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA MONTH END Merchant Fee - Utility Billing	10.00
1/4/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	1.90
1/4/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	4.75
1/4/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	7.60
1/4/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	8.55
1/5/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL AFLAC INSURANCE Employee Withholding - Payroll	477.02
1/5/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	620.50
1/5/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	57.00



# Accounts Payable EFT Report

Item 3.

Date	Description	Dollar Amount
1/5/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 Employee Withholding - INSURANCE Payroll	231.51
1/5/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 Employee Withholding - INSURANCE Payroll	1,527.70
1/5/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement	143,708.13
	Employee (payroll withholding) \$ 66,812.09	
	Employer Portion \$ 76,896.04	
1/5/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT Remit Excise Tax	99,669.11
	Water Fund \$ 54,664.62	
	Sewer Fund \$ 26,006.74	
	Stormwater Fund \$ 4,334.51	
	Thrift Shop \$ 13,975.18	
	General - Other \$ 688.06	
1/5/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON- DSHS WA5 Employee Withholding - Payroll	706.03
1/5/2023 Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483290884 Merchant Fee - Recreation	327.84
1/5/2023 Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483291882 Merchant Fee - Recreation	514.73
1/6/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	8.55
1/6/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement	147,814.66
	Employee (payroll withholding) \$ 68,476.93	
	Employer Portion \$ 79,337.73	
1/9/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL INVOICE CLOUD INVOICE CL Merchant Fee - Utility Billing	119.65
1/9/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	6.65
1/10/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	141.10
1/10/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	2.85
1/10/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	4.75
1/10/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	7.60
1/11/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	40.85
1/11/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Vimly Benefit SoAWC Employee Benefits	212,409.74
	Employee (payroll withholding) \$ 28,664.16	

# Accounts Payable EFT Report

Item 3.

Date	Description			Dollar Amount
	<i>Employer Portion</i>			\$ 183,745.58
1/12/2023 Outgoing Money Transfer	DIRECT WITHDRAWAL	ADP PAYROLL	Net Payroll	667,604.42
1/12/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	ADP Tax ADP	Payroll Tax	3,207.93
1/12/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	ADP Tax ADP	Payroll Tax	233,555.70
	<i>Employee (payroll withholding)</i>			\$ 170,997.77
	<i>Employer Portion</i>			\$ 62,557.93
1/12/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	NAVIA BENEFIT	Employee Withholding - Payroll	1,070.75
1/12/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	PAYA TRX	Merchant Fee - Utility Billing	12.35
1/13/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	PAYA TRX	Merchant Fee - Utility Billing	6.65
1/13/2023 Outgoing Money Transfer	FF Dues		Employee Withholding - Payroll	2,367.83
1/13/2023 Outgoing Money Transfer	Kroger		Food Pantry	9,600.00
1/13/2023 Outgoing Money Transfer	Mission Square ICMA		Employee Withholding - Payroll	41,505.92
1/13/2023 Outgoing Money Transfer	VEBA Contributions		Employee Benefits	92,691.49
1/17/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	CAYAN HOLDINGS	Merchant Fee - Thrift Shop	101.68
1/17/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	NATIONWIDE	Employee Withholding - Payroll	1,075.00
1/17/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	NATIONWIDE	Employee Withholding - Payroll	17,605.53
1/17/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	PAYA TRX	Merchant Fee - Utility Billing	39.90
1/18/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	PAYA TRX	Merchant Fee - Utility Billing	1.90
1/18/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	PAYA TRX	Merchant Fee - Utility Billing	3.80
1/18/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	PAYA TRX	Merchant Fee - Utility Billing	6.65
1/18/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	PAYA TRX	Merchant Fee - Utility Billing	9.50
1/18/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	WASHINGTON-DSHS WA53000000	Employee Withholding - Payroll	706.03
1/19/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	MERCHANT S	Recreation Refund	426.20

# Accounts Payable EFT Report

Item 3.

Date	Description	Dollar Amount
1/19/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	268.35
1/19/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	5,001.58
1/19/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	3.80
1/20/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP FEES ADP Fee	2,413.41
1/20/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP FEES ADP Fee	3,186.62
1/20/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE Merchant Fee - Utility Billing	15.00
1/20/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	5.70
1/23/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	6.65
1/23/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE BLS PYMT License Fee - Minor Work Permit	40.00
1/24/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Cayan LLC EDI PYMNTS Merchant Fee - Thrift Shop	7.80
1/24/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MERCHANT S 8039720340 Recreation Refund	275.00
1/24/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	2.85
1/24/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	4.75
1/24/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	55.10
1/25/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	2.85
1/25/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement	148,456.39
	Employee (payroll withholding)	\$ 69,689.84
	Employer Portion	\$ 78,766.55
1/26/2023 Outgoing Money Transfer	DIRECT WITHDRAWAL ADP PAYROLL Net Payroll	637,714.60
1/26/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax Payroll Tax	223,798.51
	Employee (payroll withholding)	\$ 163,671.63
	Employer Portion	\$ 60,126.88
1/26/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	101.95

# Accounts Payable EFT Report

Item 3.

Date	Description			Dollar Amount
1/26/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll	14,538.62
1/26/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	12.35
1/26/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT	Remit Excise Tax	57,699.28
		Water Fund	\$ 26,938.62	
		Sewer Fund	\$ 16,074.42	
		Stormwater Fund	\$ 2,849.42	
		Thrift Shop	\$ 11,328.03	
		General - Other	\$ 508.79	
1/26/2023	Outgoing Money Transfer	Kroger	Food Pantry	9,595.20
1/27/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - Utility Billing	15.00
1/27/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	9.50
1/27/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER	Driver Abstract Fee	15.00
1/27/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER	Driver Abstract Fee	15.00
1/27/2023	Outgoing Money Transfer	FF Dues	Employee Withholding - Payroll	2,442.83
1/27/2023	Outgoing Money Transfer	VEBA Contributions	Employee Withholding - Payroll	6,023.39
1/30/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL MISSIONSQUARE INVESTMENT	Employee Withholding - Payroll	538.46
1/30/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL MISSIONSQUARE INVESTMENT	Employee Withholding - Payroll	788.46
1/30/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll	1,125.00
1/30/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll	19,605.93
1/30/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	14.25
1/31/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL MISSIONSQUARE INVESTMENT	Employee Withholding - Payroll	39,042.34
1/31/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - Utility Billing	15.00
1/31/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	1.90
1/31/2023	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	9.50

# Accounts Payable EFT Report

Item 3.

Date	Description			Dollar Amount
1/31/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	TRX	Merchant Fee - Utility Billing	55.10
1/31/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS WA53		Employee Withholding - Payroll	706.03
1/31/2023 Outgoing Money Transfer	VEBA Contributions		Employee Benefits	301,080.03
Total				3,225,016.93



# CITY COUNCIL MINUTES REGULAR HYBRID MEETING FEBRUARY 7, 2023

Item 4.

## EXECUTIVE SESSION #1

At 5:00 pm, Mayor Nice convened an Executive Session in the Caucus Room at City Hall, 9611 SE 36th 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).

Mayor Salim Nice, Deputy Mayor David Rosenbaum and Councilmembers Lisa Anderl, Jake Jacobson, Craig Reynolds and Ted Weinberg participated in person in the Caucus Room at City Hall. Councilmember Wendy Weiker joined via Microsoft Teams.

Mayor Nice adjourned the Executive Session at 5:26 pm.

## CALL TO ORDER & ROLL CALL

Mayor Salim Nice called the regular meeting to order at 5:31 pm in the Council Chambers at City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Mayor Salim Nice Deputy Mayor David Rosenbaum and Councilmembers Lisa Anderl, Jake Jacobson, Craig Reynolds, and Ted Weinberg participated in person in the Council Chambers. Councilmembers Wendy Weiker joined via Zoom.

## PLEDGE OF ALLEGIANCE

The City Council delivered the Pledge of Allegiance.

## AGENDA APPROVAL

It was moved by Jacobson; seconded by Reynolds to:

**Amend the agenda to include consideration of settlement in Rosenzweig v. City of Mercer Island.**

PASSED: 7-0

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

## STUDY SESSION

### AB 6225: King County Crisis Care Centers Levy Presentation

Chief of Administration Ali Spietz introduced Leonardo Flor, Director of the King County Community and Human Services Department to present information about the Crisis Care Centers Levy.

Mr. Flor spoke about the service needs that lead to the Crisis Care Centers Levy, discussed what the levy would fund in King County, presented projected costs for the 9-year countywide levy, and discussed the timeline for the levy.

Council discussed the levy and asked questions of Mr. Flor.

It was moved by Jacobson; seconded by Weinberg to:

**Ask the City Manager to schedule consideration of Council endorsement of the King County Crisis Care Centers levy for a future Council meeting, notice the meeting including the title and number of the levy proposition, prepare the resolution, and invite those having an opposing view to present to the Council.**

FAILED: 2-5  
 FOR: 2 (Reynolds and Weinberg)  
 AGAINST: 5 (Anderl, Jacobson, Nice, Rosenbaum, Weiker)

## SPECIAL BUSINESS

### AB 6221: Public Hearing on Draft Climate Action Plan

Chief of Operations Jason Kintner introduced the Draft Climate Action Plan and briefly presented the process for the evening, presented the comment period duration, and discussed the next steps in the process.

Mayor Nice opened the Public Hearing at 6:00 pm.

Chris Goelz, Mercer Island, spoke in support of the Climate Action Plan.

Jonathan Harrington, Mercer Island, spoke in support of the Climate Action Plan.

Randy Bannecker, Seattle King County Realtors, spoke in opposition to the Climate Action Plan.

Carolyn Boatsman, Mercer Island, spoke in support of the Climate Action Plan.

Don Rogers, Mercer Island, spoke in opposition to the Climate Action Plan.

Roberta Lewandowski, Mercer Island, spoke in support of the Climate Action Plan.

Mike Cero, Mercer Island, spoke in opposition of the Climate Action Plan.

Robert Laing, Mercer Island Realtor, spoke in opposition of the Climate Action Plan.

There being no further public comment Mayor Nice closed the Public Hearing at 6:24pm.

## CITY MANAGER REPORT

Chief of Administration Ali Spietz reported on the following items:

- **Council, Boards & Commission Meetings Updates:** Upcoming City Council Regular Hybrid Meeting on February 21. Upcoming Boards & Commission meetings, Planning Commission Regular Hybrid Meeting February 22, Design Commission Regular Hybrid Meeting March 1, Parks & Recreation Commission Regular Hybrid Meeting March 2.
- **City Services Updates:** Booster Chlorination Station project update, Turf blanket piolet project, South Mercer Playfields update, Kirk Robinson Skate Park repairs, Irrigation system getting ready for Spring, Decant Facility quarterly water testing and maintenance, Catch basin inspections, New bike rack in Pioneer Park, and Emergency Shelter training at MICEC.
- **Upcoming Events:** Tomorrow MIYFS Foundation Breakfast at MICEC, Energy Efficient Workshop on March 8, and Spring Recycling Event on March 25.
- **News:** Island Lanterns and Mayor nice visits second graders at Island Park Elementary.

## APPEARANCES

Kian Bradley, Mercer Island, spoke in support of HB 1110.

## CONSENT AGENDA

### AB 6213: January 13, 2023 Payroll Certification

**Recommended Action:** Approve the January 13, 2023 Payroll Certification (Exhibit 1) in the amount of

\$998,971.58 and authorize the Mayor to sign the certification on behalf of the entire City Council.

#### **AB 6214: January 27, 2023 Payroll Certification**

**Recommended Action:** Approve the January 27, 2023 Payroll Certification (Exhibit 1) in the amount of \$973,028.02 and authorize the Mayor to sign the certification on behalf of the entire City Council.

#### **Certification of Claims:**

- A. Check Register | 214493-214553 | 1/13/2023 | \$482,943.51**
- B. Check Register | 214554-214636 | 1/20/2023 | \$391,065.40**
- C. Check Register | 214637-214732 | 1/27/2023 | \$644,088.35**

**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 17, 2023 Regular Hybrid Meeting.**

**Recommended Action:** Approve the minutes of the January 17, 2023 Regular Hybrid Meeting.

#### **AB 6217: Community Conversations Series Wrap-Up.**

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

#### **AB 6211: Reservoir Improvement Project (WU0103) Bid Award**

##### **Recommended Action:**

1. Award the Reservoir Improvement Project to Paso Robles Tank, Inc. in the amount of \$5,791,413, set the total project budget at \$7,119,602, and authorize the City Manager to execute the construction contract.
2. Authorize a \$1,564,602 expenditure budget carry-forward in the Water Fund from the 2021-2022 project budget savings.

#### **AB 6219: 2022 Countywide Planning Policy Amendments.**

**Recommended Action:** Approve Resolution No. 1643 ratifying proposed amendments to the King County Countywide Planning Policies.

#### **AB 6224: 2023 Aerial Mapping Project Interlocal Agreement.**

**Recommended Action:** Authorize the City Manager to enter and execute the interlocal agreement with eCityGov Alliance and other area jurisdictions for the 2023 Aerial Mapping Project substantially in the form attached as Exhibit 1.

It was moved by Reynolds; seconded by Jacobson to:

**Approve the Consent Agenda and the recommended actions contained therein.**

PASSED: 7-0

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

### **REGULAR BUSINESS**

#### **No AB #: Settlement Agreement**

It was moved by Jacobson; seconded by Reynolds to:

**Authorize settlement in the litigation between Rosenzweigs and City of Mercer Island, King County Superior Court Cause Number 21-2-15816-8, per terms discussed in Executive Session with legal counsel, and to appropriate \$19,150 for the settlement.**

PASSED: 6-0-1

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

ABSTAIN: 1 (Anderl)



### **AB 6218: 2023 City Council Liaison to Mercer Island Chamber of Commerce**

Mayor Nice explained that the City Council Liaison to the Mercer Island Chamber of Commerce was inadvertently left out. After consulting with Deputy Mayor Rosenbaum, Mayor Nice appointed Deputy Mayor Rosenbaum as the 2023 City Council Liaison to the Mercer Island Chamber of Commerce and asked the City Clerk to update the 2023 appointment list.

### **AB 6223: ARCH Housing Trust Fund Project Approval**

CPD Director Jeff Thomas and Deputy CPD Director Alison Van Gorp presented background on the ARCH Housing Trust Fund (HTF), spoke about the HTF application and selection process for proposed projects, and presented the seven projects that the ARCH Executive Board has recommended for funding.

Council discussed the work plan and asked questions.

It was moved by Weinberg; seconded by Rosenbaum to:

**Approve the use of \$127,600 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.**

PASSED: 7-0

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

### **AB 6220: WA State Legislative Session Update**

City Manager Jessi Bon introduced the State Legislative Session update. Management Analyst Robbie Cunningham-Adams presented an overview of the 2023 Legislative Session timeline and the 2023 City of Mercer Island Legislative Priorities. He spoke about bills that the City is tracking regarding capital budget requests, Police, and our request to fund vessel replacement for Marine Patrol.

City Manager Bon discussed the bill for an increase in the property tax cap for local governments and the Public Works assistance account bill.

CPD Director Jeff Thomas presented the housing bills related to permitting that the City has been tracking and discussed housing bills related to zoning and land use. Director Thomas provided an overview of HB 1110 and presented the draft letter that in opposition on HB 1110.

Council discussed the proposed letter stating the City's opposition to HB 1110.

It was moved by Jacobson; seconded by Rosenbaum to:

**Approve letter of opposition to HB1110, regarding increasing middle housing in areas traditionally dedicated to single-family detached housing, substantially in the form attached as Exhibit 2.**

MAIN MOTION PASSED: 7-0

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

It was moved by Weinberg; seconded by Reynolds to:

**Amend the main motion as follows:**

**Re-word page 2, paragraph 2 to read as follows:**

**"If the legislature stands by the affordable housing goals created in 2021, all housing legislation must comply with the affordable housing target mandates prescribed by HB 1220, up to and including allowing cities to require that any up zoning of single-family zones shall include affordable housing."**

MOTION TO AMEND FAILED: 2-4

FOR: 2 (Reynolds and Weinberg)

AGAINST: 4 (Anderl, Jacobson, Nice, and Rosenbaum)

ABSENT: 1 (Weiker)

It was moved by Anderl; seconded by Jacobson to:

**Call the question.**

FAILED: 2-4

FOR: 2 (Anderl and Jacobson)  
 AGAINST: 4 (Nice, Reynolds, Rosenbaum, and Weinberg)  
 ABSENT: 1 (Weiker)

It was moved by Weinberg; seconded by Reynolds to:

**Amend the main motion as follows:**

**Re-word this 2nd sentence to read as follows:**

**“HB 1110’s potential to double the island’s population without first funding the modernization of its aging infrastructure, such as the elimination of asbestos-concrete pipes and the replacement of the lake line, creates significant risks to life and safety. We’ve already seen in Bellevue the impacts of keeping asbestos-concrete piping in the ground beyond its life expectancy. A rupture in the lake line due to overdevelopment could create much more far-reaching life safety, health, environmental, and quality-of-life issues for all cities bordering Lake Washington.”**

MOTION TO AMEND FAILED: 2-5

FOR: 2 (Reynolds and Weinberg)

AGAINST: 5 (Anderl, Jacobson, Nice, Rosenbaum, and Weiker)

It was moved by Anderl; seconded by Jacobson to:

**Call the question.**

FAILED: 4-3

FOR: 4 (Anderl, Jacobson, Nice, and Weiker)

AGAINST: 3 (Reynolds, Rosenbaum, and Weinberg)

It was moved by Weinberg; seconded by Reynolds to:

**Amend the main motion as follows:**

**Re-word page 2, paragraph 6 to read as follows:**

**“Other utility infrastructure impacts may result from this legislation, including water utility infrastructure issues, water storage capacity issues, and our ability to maintain enough water pressure to put out a house fire.”**

MOTION TO AMEND FAILED: 2-5

FOR: 2 (Reynolds and Weinberg)

AGAINST: 5 (Anderl, Jacobson, Nice, Rosenbaum, and Weiker)

It was moved by Weinberg; seconded by Reynolds to:

**Amend the main motion as follows:**

**Re-word page 2 paragraph 7 to read as follows:**

**“Under HB 1110, Mercer Island will be required to plan to provide infrastructure for all residential lots (more than 7,000), which will require multiple studies, modeling, and significant work for staff who already have a multi-year backlog of work including many state-mandated policy reviews and code changes.”**

MOTION TO AMEND FAILED: 2-5

FOR: 2 (Reynolds and Weinberg)

AGAINST: 5 (Anderl, Jacobson, Nice, Rosenbaum, and Weiker)

It was moved by Weinberg; seconded by Reynolds to:

**Amend the main motion as follows:**

**Re-word page 3 paragraph 5 to read as follows:**

**“Rushing HB 1110 into implementation without ensuring its compliance with the affordable housing requirements of HB 1220 disregards the long-held collaborative planning framework set forth by the GMA while creating yet another unexpected multi-year planning exercise for Washington cities.”**

MOTION TO AMEND FAILED: 2-5

FOR: 2 (Reynolds and Weinberg)

AGAINST: 5 (Anderl, Jacobson, Nice, Rosenbaum, and Weiker)

It was moved by Weinberg; seconded by Reynolds to:

**Amend the main motion as follows:**

**Expand the first word of the letter from “We” to “We, the unanimous City Council of Mercer Island and include the signatures of all 7 council members – or all the council members who**

**vote in favor of the letter as a whole – at the bottom of the letter.**

MOTION TO AMEND FAILED: 2-5

FOR: 2 (Reynolds and Weinberg)

AGAINST: 5 (Anderl, Jacobson, Nice, Rosenbaum, and Weiker)

The main motion passed as stated.

It was moved by Rosenbaum; seconded by Weinberg to:

**Adopt the revised 2023 State Legislative Priorities as presented in Exhibit 3.**

PASSED: 7-0

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

## **OTHER BUSINESS**

### **Planning Schedule**

Chief of Administration Ali Spietz spoke about the February 21 Regular Hybrid Meeting and the March 7 Regular Hybrid Meeting.

### **Councilmember Absences and Reports**

Deputy Mayor Rosenbaum noted he was looking forward to seeing people at the MIYFS Foundation Breakfast tomorrow.

Councilmember Weinberg thanked for the work on the Community Conversation series, reported on the Arts Council first quarterly meeting of 2023, and on the MISD Superintendents Advisory Committee meeting.

## **EXECUTIVE SESSION #2**

At 7:55 pm, Mayor Nice convened an Executive Session in the Caucus Room at City Hall, 9611 SE 36th 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 for planning or adopting the strategy or position to be taken by the City Council during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress pursuant to RCW 42.30.140(4)(b).

Mayor Salim Nice, Deputy Mayor David Rosenbaum, and Councilmembers Lisa Anderl, Jake Jacobson, Craig Reynolds, and Ted Weinberg participated in person in the Farside Room at City Hall. Councilmembers and Wendy Weiker joined via Microsoft Teams.

Mayor Nice adjourned the Executive Session at 9:12 pm.

## **ADJOURNMENT**

The Regular Hybrid Council Meeting adjourned at 9:12 pm.

Attest:

\_\_\_\_\_  
Salim Nice, Mayor

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



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6222**  
**February 21, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6222: Rare Disease Day Proclamation No. 301	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Proclaim February 28, 2023 Rare Disease Day in Mercer Island.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	City Council
<b>STAFF:</b>	Salim Nice, Mayor Andrea Larson, City Clerk
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Proclamation No. 301 2. Newsletter Article Regarding Rare Disease
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to proclaim February 28, 2023 as Rare Disease Day in Mercer Island, Proclamation No. 301 (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 general public and decision-makers about rare diseases and the impact on patients' lives.

## ISSUE/DISCUSSION

The theme for Rare Disease Day 2023 is Light Up for Rare. Rare diseases affect people in all communities. On February 28, community members are invited to light up in solidarity with over 300 million people living with a rare condition, including members of the Mercer Island community, and share our colors, #LightUpForRare. Exhibit 2 is a newsletter article about a Mercer Island family's experience with a rare disease and how their community service project led to the renovation of the Mercerdale Park Playground for inclusivity with equipment for various physical, social and sensory experiences.

## RECOMMENDED ACTION

Proclaim February 28, 2023 Rare Disease Day in 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 do other citizens, as a matter of fairness, equity and inclusion.

1 in 10 people suffer from nearly 11,000 rare diseases with 95 percent of them without any cure or effective therapies, according to the National Institute of Health (NIH).

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

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 2023 is Light Up for Rare. On February 28 community members are invited to light up in solidarity with the 300 million people living with a rare disease. #LightUpForRare campaign by illuminating your home or office.

**NOW, THEREFORE**, I, Salim Nice, Mayor of the City of Mercer Island, do hereby proclaim February 28 as

### Rare Disease Day in Mercer Island

**APPROVED**, this 21st day of FEBRUARY 2023

\_\_\_\_\_  
Mayor Salim Nice

Proclamation No. 301



**RARE DISEASE DAY®**

# Class Projects and Programs—continued

## Community Service Project—continued

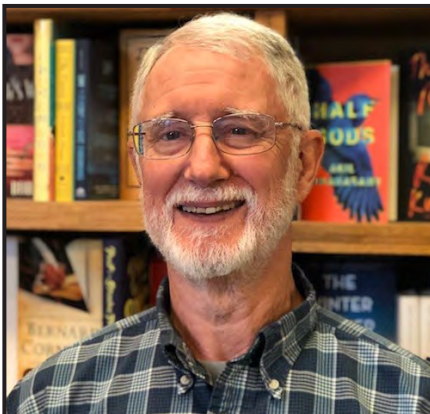
- \* Are you involved in a “start-up” community service effort? You’re not alone – several CSP participants are in a wide range of areas from chamber music and college savings to accessible playgrounds, and more.
- \* Are you interested in international service? Several CSPers have extensive experience “round the girdled earth,” in areas ranging from health care and education to poverty abatement, food security, housing, the environment, and more. We could go on, but hope you get the point. The CSP offers classmates and in some cases family members who not only have engaged in community service, but also are willing to share what they’ve learned.

More great examples coming in future issues. We hope the next phase of the CSP will engage more classmates and their families in ways that expand and enhance community service. We also hope the value of the CSP will be more readily apparent and prompt more people to share their stories in the Catalog, growing the knowledge base and making it more useful.

Lastly, we want you to know that **Peter Wonson** recently retired from the CSP to have more balance between his multiple service activities and his family. The CSP wouldn’t be what it is without Peter’s silver-tongued efforts, persistence, and persuasiveness – he was the primary recruiter for catalog content.

The two of us remain dedicated to the long-term success of the CSP - to the expansion and enhancement of community service. We’re ready, willing, and able to support any interested classmate and/or family members who want to do more for their communities.

### A Story from John Hamer that Exemplifies the CSP Catalogue Content



Six years ago, I had a grandson who completely changed my life and the lives of my entire family. His name is Ford. He is the reason I began a community service project. Here’s the background:

When he was first born he seemed fine, although there were

some unusual signs that caused us all concern. One of his toes

was extremely thin. He was unable to eat much. He was fussy and cried a lot. The term “failure to thrive” was heard a lot. We all hoped he would get better.

As the early months passed, his parents became increasingly worried. They took him to several different doctors. Most said he would improve as he grew older. But he didn’t improve—he got worse. His mother and father tried to conceal their deepest fears but grew more upset every day. They sought out various doctors and specialists. Some said he might have cerebral palsy, but no one could say for sure.

For about 18 months, no one knew what was wrong with him. Finally, his parents found a doctor who accurately diagnosed the problem: Ford has CTNNB1 Syndrome, an extremely rare and random genetic disorder that severely limits his ability to speak, walk, eat and perform other natural bodily functions. When first diagnosed, he was one of only 30 known cases in the world. Now there are at least 300, and the number is growing as the disorder becomes more widely known.

The past several years have been a roller coaster ride for me, my wife and our whole family. We have all tried to step up and help to the greatest extent possible. As time has passed, Ford has shown some signs of improvement. But he is still nonverbal, cannot walk, has limited control of his motor movements, must be fed with a feeding tube into his stomach, and needs to wear diapers.



John and Ford



## Class Projects and Programs—continued

### Community Service Project—continued

And yet, despite his disabilities, he smiles a lot and has a laugh that is pure joy. He recognizes his parents, grandparents and other individuals. He loves to speed around in his wheelchair and can control his movements. He has learned some sign language, including “Love” and “Thank You.” He even has begun to speak a few words. He watches his iPad computer and can find videos he likes best. He loves to open and close doors, and will do that for hours. He has a special fascination with watching automatic garage doors go up and down. (Who knew that there are entire YouTube channels that show those? Strange, but true.) We play “catch” with big rubber balls, and he can throw them back in our general direction.

I have a special ritual that began early: I often wear a baseball cap, which he loves to pull off my head and fling across the room. Then he points and wants me to go retrieve it so he can repeat the game. A favorite hat of mine has a “No Whining” logo and it’s torn and battered from years of being thrown around. But I still wear it whenever I see him.

So, how has Ford inspired me to undertake a community service project?

A few blocks from his home is a city park with a children’s playground. A couple of years ago, the playground was closed down because it needed maintenance. The bark dust that covered the surface had clogged the main drain and some of the playground equipment needed replacement. It was called “Train Park” because it featured a large wooden railroad engine that kids could climb on, but the wood was splintering. The city announced that it would be replacing the playground, but their plan called for simply installing similar equipment and a bark dust surface – which my grandson Ford could not use. Bark dust doesn’t work for wheelchairs.

We decided to urge the city to build a new playground that was accessible and inclusive for disabled children like Ford. My wife and I held a meeting at our home and invited a few others, including my daughter-in-law, sister-in-law, and another mother of two disabled kids. We first focused on Rare Disease Day, which is held annually on February 28 nationwide. We organized a gathering in another park and spread the word to friends and neighbors. The zebra – a relatively rare animal – is

the symbol of Rare Disease Day, so we encouraged people to come in striped clothing.

Covid masks were still being required, so we ordered 500 zebra-striped masks to distribute to attendees and asked local businesses to promote the event. On the scheduled day more than 100 people showed up, including many kids in wheelchairs and other disabled people. Our local newspaper ran some photos and a brief story about the event, as we had hoped. Our goal was to raise awareness of rare diseases like that of my grandson, but also to lay the groundwork for our effort to restore the playground to make it more accessible and inclusive.

I met with one of our city council members to urge city approval of a playground renovation. As a former builder and developer, he fully supported the idea but knew it would increase the cost of the facility. He urged me to contact other council members to encourage the effort. My wife went online and found one of the nation’s leading landscape architects who specialized in accessible playgrounds. His name is Chad Kennedy and he lives in Sacramento, CA. We called him and he generously offered to give us advice on how to design the new playground. He did a Zoom call with several of us and we watched a TED talk he did on the subject, which opened our eyes to what was possible. He also offered to talk to our council members. He showed us examples of other playgrounds that had been renovated for maximum accessibility and inclusivity. He truly opened our minds to what was possible.

We began lobbying our local elected officials and staff. Our city manager became a strong ally, since she had a background in parks and recreation management and had young children of her own. She connected us with city staffers who would oversee the project and we met with them online or in person. We talked with the parks-equipment consultant whose company the city had hired to do the work. As the father of young children himself, he was enthusiastic about our effort.

I recall one exchange with a city council member who told me he had never thought of the need to make playgrounds work better for disabled children. “It just wasn’t on my radar” he said. But he became one of our strongest supporters and urged his colleagues to endorse the effort. As the city considered various options for state-of-the-art playground equipment and features, they consulted our small group for feedback and suggestions. We acted as a kind of outside citizens’ advisory board. We found allies on the parks commission and made sure they supported our effort.

In the end, the city exceeded all our hopes and expectations. They increased the budget for the project by more than 50 percent. They listened to our concerns and worked hard to meet our requests. Since the playground was a relatively small one,





# Class Projects and Programs—continued

## Community Service Project—continued

they could not expand its footprint but they packed in a great number of new structures. They ordered a new train to be built that my grandson can roll his wheelchair through, ramps to higher levels, a soft rubberized concrete surface and artificial grass that works well for his wheelchair. They removed some concrete curbs that were dangerous not only for disabled kids but also for aging grandparents like me. They also included sensory elements such as a vertical xylophone and a plastic drum set, plus hideaway places for shy or introverted children. New swing sets with safety restraints for kids with special needs were added.

I also persuaded my Rotary Club to give a \$5,000 grant to help fund the new playground. Another organization, the Mercer Island Preschool Association, also gave a \$25,000 grant. One of their leaders had been in our original group that met in my living room. I wrote an op-ed piece for our local weekly newspaper that said citizens can definitely influence city staff and elected officials if they decide to get involved and remain civil but persistent.

On July 9, 2022, the city held a Grand Opening of the new Mercerdale Park Playground and invited all citizens to attend.



Photo Source: Ashkan Zamani

On a beautiful Saturday morning that was part of a “Summer Celebration” with live music and food booths, several hundred people showed up. The city council and mayor gathered for a ribbon-cutting ceremony. My grandson and his parents were recognized by the mayor and city manager. The Rotary president and some of our club members were there, along with many MIPA members and their children and grandchildren.

The playground has become one of the most popular and well-used places in our community. It is almost always full of happy children, parents, grandparents, nannies and families. We all love it.

One day I was there and ran into the city council member with whom I had originally met. He asked if I would be willing to

serve on a volunteer citizens’ committee to help support a new parks levy that the council had proposed for the November 2022 ballot. It would provide more money for maintenance and operations, preservation of forested areas and open space – and the renovation of a dozen or so aging playgrounds with an emphasis on accessibility and inclusivity. I immediately agreed.

Our small committee helped write the “pro” statement for our voters’ pamphlet. We designed yard signs and distributed them all over our community. We printed 2,500 flyers explaining what the levy would accomplish and why a “yes” vote was needed. We stood in front of local supermarkets to hand out the flyers, talk with voters and answer their questions. We engaged on social-media sites to address concerns and counter arguments from anyone who opposed the levy. We attended some volunteer park cleanup sessions and talked to other citizen volunteers. We raised a modest amount of donations to pay for the yard signs, flyers and stickers to hand out to kids and parents.

The result? Our city voted overwhelmingly on Nov. 8, 2022, to approve an increased levy to bring all of the parks to the highest possible level. It passed with more than 65% of the vote.

Our next goal is to make sure the new funds are spent in the best possible way to make all our parks and playgrounds fully accessible and truly inclusive.

Parks are vital to our minds, bodies and souls. People of all ages and abilities must be able to enjoy parks, where they find comfort, relaxation and just plain fun.

In my opinion, this is the next major step in the nation’s civil-rights movement. The Americans for Disabilities Act did a lot to help the disabled join the mainstream of society—with curb cuts, ramps and elevators required nationwide—but it is not universally adopted or enforced.

Citizens who engage with their communities clearly can – and should – step up to make a difference. I urge all my fellow classmates to get involved in any way they can. Let me know if you want any advice or suggestions. My family, friends and I would be glad to help. Ford is our inspiration.

### Editor’s Note

**If that doesn’t make you want to do something, have someone check for a pulse.**



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6226**  
**February 21, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6226: Interlocal Agreement for Jail Services with King County.	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Authorize the City Manager to sign the updated Interlocal Agreement for King County Jail Services.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Police
<b>STAFF:</b>	Ed Holmes, Chief of Police Scott Schroeder, Personnel and Training Sergeant
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Updated Interlocal Agreement and rate sheet for Jail Services between the City of Mercer Island and King County 2. 2023 Detention Rates
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ 4,000
<b>APPROPRIATION REQUIRED</b>	\$ n/a

### EXECUTIVE SUMMARY

The City of Mercer Island has an Interlocal Agreement ("Agreement") with King County for jail services. The current Agreement expired on December 31, 2022, and needs to be renewed. The new Agreement (see Exhibit 1) is a two-year contract with no substantive changes other than inflationary adjustments to rates. These adjustments were anticipated and will be absorbed within the 2023-2024 adopted budget.

### BACKGROUND

Under State law, the City of Mercer Island is responsible for paying all costs associated with housing of subjects for violations of misdemeanor crimes occurring within the City. The City maintains contracts with the South Correctional Entity (SCORE) and the Issaquah City Jail for misdemeanor bookings and jail sentences. For individuals with medical or psychological conditions that preclude them from being accepted at SCORE or Issaquah, the City utilizes the King County Jail (KCJ) and pays a booking fee and daily rate. The City also uses KCJ for all felony bookings, and the State is responsible for the costs associated with housing individuals for felony crimes.

**ISSUE/DISCUSSION**

The King County Jail is the only local facility that can house individuals for felony crimes. This agreement is necessary to maintain services. The overall rate increase for standard housing has increased 11%, with the rate for specialized medical housing increasing by 12.5% for 2023. Furthermore, a flat surcharge of \$6.26 is included as a result of debt service associated with the King County Courthouse Seismic Stabilization Project and the Integrated Security Project (see Exhibit 2).

The budgeted amount has remained unchanged over the past few biennium's due partly to the options of booking subjects into other facilities and the City's sporadic need to book into the King County Jail. As such, no increase to the budget line is necessary.

**RECOMMENDED ACTION**

Authorize the City Manager to sign the updated Interagency Agreement for Inmate Housing between the City of Mercer Island and King County, substantially in the form attached as Exhibit 1 to this agenda bill.

# Attachment A

## Interlocal Agreement Between King County and The City of Mercer Island for Jail Services

THIS AGREEMENT is effective as of January 1, 2023 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of Mercer Island, a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions:** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
  - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
  - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
  - 1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Exhibit III, Section 2.
  - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except emergency facility closures, holidays and County-designated furlough days.
  - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.
  - 1.6 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
- A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

- 
- 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, and:
    - 1.6.1.1 The case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or
    - 1.6.1.2 The case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
    - 1.6.1.3 The case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
  - 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
  - 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
  - 1.6.4 The person is booked or confined by reason of a Court order issued either by the City's Municipal Court or other court when acting as the City's Municipal Court; or,
  - 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
  - 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is not the principal basis for confining a person where:
- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
  - 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
  - 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City's responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.

- 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.
- 1.7 "Community Corrections Programs" means programs designed as alternatives to, or as rehabilitation or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Electronic Home Detention and Community Center for Alternative Programs (CCAP).
- 1.8 "Continuity of Care Records" means an Inmate's diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.9 "Contract Cities" mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.10 "Contract Cities Inmates" means all Contract Cities' City Inmates.
- 1.11 "County Inmate" means any Inmate that is not a City Inmate.
- 1.12 "DAJD" means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.13 "Fees and Charges" are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.14 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including pandemic, fire, storm, flood, earthquake or other act of nature.
- 1.15 "Inmate" means a person booked into or housed in the Jail.
- 1.16 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate is first presented to and accepted by the Jail for housing in the Jail until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.

- 1.17 “Jail” means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.26. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 “Maintenance Charge” is the daily housing charge incurred for City Inmates housed in Jail as further described in Exhibit III, Section 1.
- 1.19 “Medical Inmate” means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s infirmary. If an Inmate is moved to the general population, then the Inmate is no longer considered a Medical Inmate.
- 1.20 “Notification” means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a “notice” means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 “Official Daily Population Count” is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 “Offsite Medical Care Charges” means those pass-through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 “Psychiatric Inmate” means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.23.1 A “Non-Acute Psychiatric Inmate” is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail’s acute psychiatric housing units.

- 1.23.2 An “Acute Psychiatric Inmate” is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If an Inmate is moved to housing outside the Jail’s acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 1.24 “Parties” mean the City and County, as parties to this Agreement.
- 1.25 “Secure Bed Cap for Contract Cities” means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Inmates in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count and is established in Section 6.
- 1.26 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention excludes City Inmates enrolled in Community Corrections Programs.
- 1.27 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmary Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.28 “2012-2030 Agreement” means the agreement executed by the County and the City of Seattle effective on January 1, 2012, together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.29 “Base Year” refers to the year in which the base fees, charges and surcharges are set.
2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2024. This Agreement shall supersede all previous contracts and agreements among the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities; booking; transportation among facilities, as determined necessary in the County’s sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all medical, dental, and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County’s right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need



of urgent medical or psychological care, nor to return custody of such inmates back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):
  - 4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated effective January 1, 2023.
  - 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2023.
    - 4.2.1 The County will provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.
    - 4.2.2 The County will provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Inmate if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.
    - 4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.
  - 4.3 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs shall be enacted through an amendment to this Agreement.
  - 4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.
    - 4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is transported to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable

event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within twenty-four (24) hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1, specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within sixty (60) days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the sixty (60)-day timeline, the City should electronically mail scanned billing disputes directly to the DAJD billing office, or by fax, or U.S. mail rather than to any other County office or officer. The DAJD billing office contact information as of the date of this Amendment is:

KC DAJD  
DAJD-AP@kingcounty.gov  
Attn: Finance – Inmate Billing  
500 Fifth Avenue  
Seattle, WA 98104

5.2.2 In the event the parties are unable to resolve the dispute, either Party may pursue the dispute resolution mechanisms outlined in Section 9.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the resolution.

5.4 If the City fails to pay a billing within forty-five (45) days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure nonpayment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid

within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties, and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure. Interest on amounts owed begin accruing on the forty-sixth (46) day after payment was due.
- 5.6 Each Party may examine the other's financial records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Inmates in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
- 6.1.1 Through December 31, 2024, the Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Inmates exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 11.11 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.
- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Inmates in the Jail to zero (0), with the exception that Inmates whose status has changed to Contract City Inmate, will not be included in the calculation of the number

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of Contract City Inmates, if such individuals are removed from the Jail within seventy-two (72) hours of such change in status.

For the purpose of determining the number of Contract Cities Inmates only, and not for billing purposes, Inmates held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Inmates that have been booked into the Jail and the Contract City has not been notified of such booking shall not be considered a Contract Cities Inmate. Also, Contract Cities Inmates housed in the Jail will not be considered Contract Cities Inmates for the purpose of determining the number of City Inmates.

- 6.4 The Jail's capacity limit for Contract City Medical Inmates is thirty (30). The Jail's capacity limit for Contract City Psychiatric Inmates is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail's Official Daily Population Count.
- 6.5 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.4, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 11.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.4, or the County may inform the City that the County is willing to continue to house these Inmates.
- 6.6 County requests under Section 6.5 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Inmates.
- 6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County's request. The City shall take custody of its<sup>1</sup> Medical or Psychiatric Inmates by picking them up no later than twenty-four (24) hours after the County's request. If the City has not picked-up the Medical or Psychiatric Inmate within twenty-four (24) hours of the County's request, the County shall deliver the Medical or Psychiatric Inmate to the City's designated drop-off location or backup location. In either case, the City's designee must accept the Medical or Psychiatric Inmate from the County and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity

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<sup>1</sup> Within eight (8)-hours of the County's request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County may deliver the Medical Inmates named in the original notification to the City's designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

- 6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Inmates to the City's designated drop-off location or backup location within King County, Washington, the County will do so without charge. Should the County agree to a drop-off location or backup location outside of King County, Washington, the City will pay all transportation costs for Medical or Psychiatric Inmates taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning.

- 7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective inmate populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good-faith efforts to share this information regularly. Furthermore, should the County begin planning for potential changes in jail space or models, the County will make good-faith efforts to provide notice to the City that such planning is underway, so that the City has an opportunity to participate in planning efforts.

8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in

part from the existence or effect of City ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.
9. Dispute Resolution. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.
- 9.1. Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.
- 9.2. Each party reserves the right to litigate any disputed issue in court, *de novo*.
10. Termination. Either Party may initiate a process to terminate this Agreement as follows:
- 10.1. Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take, in order to, avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.
- 10.2. Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.
11. General Provisions.
- 11.1. Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Inmates to alternative detention facilities in order to respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Inmates.

- 11.2. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Inmates, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3. Law Enforcement Intake Portal. The County offers the use of a web-based Subject Intake Portal as part of its Jail Management System. The tool will allow law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County's preferred method of intake and booking. Cities that take advantage of this intake method will be able to print out or receive an electronic version of the intake information, including the ability to integrate with the JMS via web services or API integration if desired.
- 11.4. Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5. Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6. Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:
- |             |  |
|-------------|--|
| Exhibit I   | Method of Determining Billable Charge and Agency |
| Exhibit II  | Exception to Billing Procedure                   |
| Exhibit III | Calculation of Fees, Charges and Surcharges      |
- 11.7. Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8. Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9. Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that, certain modifications to the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 11.10. Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

- 11.11. Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City of Mercer Island:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or his/her successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration  
Dept. of Adult and Juvenile Detention  
500 Fifth Avenue  
Seattle, WA 98104

Or his/her successor, as may be designated by written Notification from the County to the City.

- 11.12. Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.
- 11.13. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
- 11.14. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
- 11.15. No-Third Party Beneficiaries. Except as expressly provided herein, there are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 11.16. Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution, or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.



King County

The City of Mercer Island

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
*Title of City Official*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

\_\_\_\_\_  
*Title of City Official*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT I

### Method of Determining Billable Charge and Agency

#### **Process Overview**

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County's billing system examines all open and active charges and holds for each calendar day and applies the billing priority rules and tie breaker rules as set forth below. Then the billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six-hour rule.

#### **Billing Priority Rules**

The Billing Priority Group is determined in the following order:

<b>1. Local felony charge(s)</b>	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
<b>2. Investigation holds from King County agencies or pursuant to a contract</b>	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
<b>3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC</b>	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
<b>4. Local misdemeanor charge(s) and city court appearance orders</b>	Includes King County misdemeanors.
<b>5. Other holds (contract and non-contract)</b>	

#### **Tie Breaker Rules**

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 above) when there are charges with multiple billable agencies. The first rule that applies determines the billable charge(s). The billable agency for the selected charge(s) is the billable agency.

<b>1. Longest or only sentenced charge rule</b>	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
<b>2. Earliest sentence rule</b>	This rule selects the charge(s) with the earliest sentence start date.
<b>3. Lowest sentence charge number rule</b>	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
<b>4. Arresting agency rule</b>	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
<b>5. Accumulated bail rule</b>	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the billable agency.
<b>6. Lowest charge number rule</b>	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.

**Attachment I-1: City and County Jail Charges Clarification**

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	<b>Inmate booked by a city on a felony investigation, whose case is filed by the Prosecutor initially as a felony in Superior Court but subsequently amended to a misdemeanor charge (for evidentiary reasons, or entry into mental health court, or for other reasons)</b>	County responsibility
2	<b>Inmate booked by a city on a felony investigation and whose case is initially filed by the Prosecutor as a felony in District Court as part of a plea bargain effort (so called “expedited cases”)</b>	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	<b>Inmate booked by a city on a felony investigation, whose case is initially filed by the County Prosecutor as a misdemeanor in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)</b>	County responsibility
4	<b>Inmate booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it to a city prosecutor or law enforcement for any further action.</b>	County responsibility prior to release of felony investigation by the County prosecutor; City responsibility from and after release of felony investigation
5	<b>Misdemeanor or felony cases originated by state agencies ( i.e., WSP )</b>	County responsibility
6	<b>Inmates booked by a city on a juvenile charge who are held in adult detention or become adults during the pendency of their charge or sentence.</b>	County responsibility

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**Attachment I-2**

**Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing  
(Relating to Section 1.6.9)**

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:
- (1) Inmate has medical/health conditions/ treatments preventing transfer.
  - (2) Transfer location refuses Inmate.
  - (3) Inmate refuses to be transported and poses a security risk.
  - (4) Inmate misses transport due to being at court or other location.
  - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six-day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

## EXHIBIT II

### Exception to Billing Procedure

For persons serving the one- and two-day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Inmate day shall not be defined according to Section 1.16 of the Agreement. Instead, Inmate day shall be defined as a twenty-four-hour period beginning at the time of booking. Any portion of a twenty-four-hour period shall be counted as a full Inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/23 0700	Released 7/3/23 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/23 0700	Temporary Release 7/2/23 0700
	Return to Jail 7/8/23 0700 Number of Inmate days = 2	Released 7/9/23 0700

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

### EXHIBIT III Calculation of Fees, Charges and Surcharges

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

2023 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

#### 1. MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge shall be calculated as described below.

- a. The **Maintenance Charge** starting **January 1, 2023**, and for the remainder of the calendar year 2023, **excluding** any adjustments for Capital Expenditure Charges, will be **\$250.64**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2023 is **\$256.90**. The Maintenance Charge shall be inflated in 2024 as described in Section 5. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
  - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Inmate Days (as defined in Section 1.17). By August 15 of 2023, DAJD will estimate the total number of Inmate Days for 2024 and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for 2024.
  - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line-item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
  - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

- iv. Beginning January 1, 2023, and continuing through calendar year 2023, the Capital Expenditure Charge for ISP for the City is \$5.21 and the Capital Expenditure Charge for the CSSP is \$1.05, for a combined total Capital Expenditure Charge of \$6.26 to be added to the Maintenance Charge set forth in subparagraphs a and b above.

## 2. BOOKING FEE

- a. The booking fee shall be based on whether, or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2023, and for the remainder of the calendar year 2023 will be initially set as follows:
  - i. The **Base Booking Fee** shall be **\$178.67**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
  - ii. The **Standard Booking Fee** shall be **\$262.25**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.
- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in 2024, the City must either provide a court order not later than July 1, 2023, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2023 as described in section 5 below.

## 3. SURCHARGES

In addition to payment of the Maintenance Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-1.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the January 1, 2023, through December 31, 2023, and shall be inflated for 2024 as described in Section 5 below.

- a. **Infirmity Care.** For Medical Inmates, the City shall pay an Infirmity Care Surcharge of **\$388.99** for each Surcharge Day.

- b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$119.26** for each Surcharge Day.
- c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$304.51** for each Surcharge Day.
  - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be **\$304.51**.
  - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$119.26** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$423.77**.
- d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **\$87.28** per guard *for each hour* or portion thereof, and as further described in Attachment III-1.
- e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the twenty-four (24)-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same twenty-four (24)-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the twenty-four (24)-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

#### 4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

#### 5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

- a. **Inflators.** Effective January 1, 2023, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

**Non-Medical Charges:** the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5% but shall in no event be lower than 1.5%.

- i. Maintenance Charge
- ii. Booking Fee
- iii. Acute Psychiatric Housing Surcharge
- iv. 1:1 Guarding

**Medical Charges:** The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus three (3) percent, but shall in no event be lower than three (3) percent:



- 
- i. Infirmarary Care Surcharge
  - ii. Psychiatric Care Surcharge
- b. Final Fee, Charge and Surcharge Notice for Following Calendar Year. No later than August 15, the County will provide notice to the City of the final fees, charges and surcharges listed in this Subsection 5.a. reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.
- c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds eight (8) percent then, as part of the August 15, final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County’s reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the “Expected Inflation Rate”) is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

**Attachment III-1**  
**Summary Description of Medical Cost Model Surcharges and Pass-Through Charges**

	<b>Surcharge</b>	<b>Description</b>
<b>1.</b>	<b>1:1 Guarding</b>	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
<b>2.</b>	<b>Acute Psychiatric Care</b> (two components) – billed by location	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or herself.
<b>3.</b>	<b>Non-Acute Psychiatric Care</b> (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
<b>4.</b>	<b>Infirmiry Care</b>	Costs for JHS Infirmiry care, services listed on reverse.

	<b>Pass-Through Charge</b>	<b>Description</b>
<b>5.</b>	<b>Off-Site Medical Charges</b>	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> <li>❖ Hospital care</li> <li>❖ Dialysis</li> <li>❖ Cancer treatment (chemotherapy, radiation)</li> <li>❖ Specialized transport to medical appointments (wheelchair bound inmates)</li> </ul>

**JHS Psychiatric Care**

<b>Services Provided:</b>	<b>Criteria:</b>
<ul style="list-style-type: none"> <li>❖ Psychiatric Treatment &amp; Management</li> <li>❖ Psychiatric Treatment Team Monitoring</li> <li>❖ Medication Administration</li> <li>❖ Mental Health Crisis Counseling</li> <li>❖ Psychiatric Therapy Groups</li> </ul>	<i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i>

**JHS Infirmary Care**

<b>Services Provided:</b>	<b>Criteria:</b>
<ul style="list-style-type: none"> <li>❖ 24-hour Skilled Nursing Care</li> <li>❖ Daily Provider Rounds</li> <li>❖ Treatment and Management of Complex Disease States</li> <li>❖ Medication Administration</li> <li>❖ Activities of Daily Living Assistance</li> <li>❖ Alcohol Detoxification</li> </ul>	<p><i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmary. Examples include but are not limited to:</i></p> <ul style="list-style-type: none"> <li>❖ <i>Patients requiring medical detoxification/withdrawal management</i></li> <li>❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i></li> <li>❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i></li> <li>❖ <i>Individuals requiring IV therapy or with central lines in place;</i></li> <li>❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i></li> <li>❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i></li> </ul> <p><i>Inmates are formally admitted to infirmary care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmary occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmary care for the duration of their incarceration.</i></p>



## King County

### Department of Adult and Juvenile Detention

Directors Office  
500 Fifth Avenue  
Seattle, WA 98104

December 20, 2022

City of Mercer Island,

This letter is to provide you with final King County Council Adopted 2023 detention rates for housing your inmates in King County jail facilities. Rates were prepared pursuant to the Interlocal Agreement between the County and King County cities. Due to continued COVID-19 population restrictions, the Department of Adult and Juvenile Detention is again only employing basic annual inflation in 2023, rather than implementing a full cost reset. **The Council did not change the estimated rates provided to your City on August 30, 2022, but the Council-approved Jail Services Agreement (JSA) does include minor non-substantive edits (Section 1.17 page 4, section 6.2 page 8, section 6.5 page 9, and section 11.3 page 12).**

The 2022 JSA between your jurisdiction and King County is set to expire at the end of the month. For 2023, we are offering a two-year JSA which is substantially similar to the 2021-2022 contract.

As stated above, we provided forecasted 2023 jail rates in August, but explained that our council had final approval of rates and a new JSA, so once we had Council approval, we would reach back out with both the rates and a JSA for your leadership to sign. Today, we are providing the King County Council approved rates and JSA for 2023 jail services.

The approved rates, and methodology follow our past JSAs with your agency.

### Rates effective January 1, 2023, through December 31, 2023

The Exhibit III Calculation of Fees, Charges and Surcharges, in the Interlocal Agreement specifies the fees, charges and surcharges as well as the Offsite Medical Charges, the City shall pay. Also, Exhibit III c., i., denotes that King County will increase the Maintenance charge to capture the cost of capital expenditures that benefit jail operations. In 2023, the debt service for the Courthouse Seismic Stabilization Project (CSSP) is \$1.05 and the debt service for the Integrated Security Project (ISP) is \$5.21. For the period of January 2023 through December 2023, the rates are as follows:

Other Cities	2022 Base Rate <sup>1</sup>	Annual Increase <sup>2</sup>	CPI W <sup>2</sup>	Base Rate before Debt Svc.	CSSP <sup>3</sup>	ISP <sup>3</sup>	2023 Final Rate
Daily Maintenance	\$ 225.80	1.50%	9.50%	\$ 250.64	\$ 1.05	\$ 5.21	\$ 256.90
Booking - Standard	\$ 236.26	1.50%	9.50%	\$ 262.25			\$ 262.25
Booking - Reduced	\$ 160.96	1.50%	9.50%	\$ 178.67			\$ 178.67
Acute Psych Housing <sup>4</sup>	\$ 274.33	1.50%	9.50%	\$ 304.51			\$ 304.51
Psych Other <sup>4</sup>	\$ 106.01	3.00%	9.50%	\$ 119.26			\$ 119.26
Infirmery	\$ 345.77	3.00%	9.50%	\$ 388.99			\$ 388.99
1 on 1 Guarding Hrly	\$ 78.63	1.50%	9.50%	\$ 87.28			\$ 87.28

Please call me (206-477-2339) if you have any questions regarding the rates.

Sincerely,

72 Ami Schackman  
JAJD Chief Financial Officer.



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6210**  
**February 21, 2023**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6210: Comprehensive Plan Status Report and Acceptance of GMA Update Grant	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
<b>RECOMMENDED ACTION:</b>	Accept the GMA Periodic Update Grant of \$125,000 from the Department of Commerce, authorize the City Manager to execute the grant agreements, and appropriate these funds to the Comprehensive Plan periodic update in the 2023-2024 biennial budget.	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Jeff Thomas, Director Alison Van Gorp, Deputy Director
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Department of Commerce Grant Award Letter dated July 22, 2022 2. GMA Periodic Update Grant Agreement
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ 125,000

### EXECUTIVE SUMMARY

The purpose of this agenda item is to provide a status report on the periodic update to the Comprehensive Plan. In addition, the City Council is also asked to accept a grant for \$125,000 from the Washington State Department of Commerce (Commerce) and authorize the City Manager to sign the grant agreements. The funds from this grant will be appropriated for the periodic update of the Comprehensive Plan.

- In 2021, the WA State Legislature adopted [Engrossed Second Substitute House Bill 1220](#) (E2SHB 1220). This bill amended the GMA to establish new requirements for the City's Comprehensive Plan Housing Element. The City will need to address these new requirements during the update of the Comprehensive Plan currently underway.
- City staff is developing an addendum to the Periodic Update Scope of Work adopted by the City Council in March 2022 ([AB 6040](#)). The addendum will include the additional steps required to comply with E2SHB 1220.
- In 2021, the State legislature also authorized funds for a GMA periodic update grant program to support local jurisdictions with the periodic update, including meeting the new requirements of E2SHB 1220. Mercer Island is eligible for a formula grant of \$125,000.

## BACKGROUND

The City is in the process of conducting a periodic update of the Comprehensive Plan. The update is required by the Growth Management Act (GMA) and must be completed by December 31, 2024. In 2021, the Washington State Legislature passed by [E2SHB 1220](#). This legislation added new requirements for the Housing Element which must be incorporated into the Comprehensive Plan as a part of the periodic update (see [AB 6156](#) for more information).

On March 1, 2022, the City Council approved [Resolution No. 1620](#) ratifying the housing and employment growth targets, which establish the amount of growth the City must plan for as a part of the periodic update to the Comprehensive Plan. On March 15, 2022, the City Council approved the scope, schedule, and public participation plan for the periodic update of the comprehensive plan ([AB 6040](#)).

In 2022, the State Legislature authorized funding to support local jurisdictions with periodic updates to their comprehensive plans. On July 18, 2022, the City received an award letter from Commerce indicating that “\$125,000 has been reserved for the City of Mercer Island as a grant to assist in completing your update work” (Exhibit 1).

On September 20, 2022, the City Council authorized a letter of support for the City’s application to the GMA Periodic Update Grant ([AB 6157](#)). The City submitted the grant application prior to the September 30, 2022 deadline. The application was approved and grant funding of \$125,000 is reserved for the City of Mercer Island as a non-competitive formula grant, pending execution of a grant agreement (Exhibit 2).

## EMERGING GUIDANCE

Commerce is developing guidance documents to clarify the steps required to comply with the new housing element established by E2SHB 1220. These will be compiled into final guidance “books” that are due to be complete in spring 2023. The draft guidance was released in three documents between November 2022 and January 2023 and is summarized below.

### Part 1: Housing Needs

Counties and cities planning under the GMA must inventory and analyze housing needs for households of all income levels (moderate, low, very low, and extremely low-income households as well as emergency housing, emergency shelters, and permanent supportive housing). The City must also demonstrate that sufficient capacity of land for that housing is available, and that “adequate provisions” are made for the existing and projected needs of all economic segments of the community. Adequate provisions will include consideration of moderate density housing options. These requirements are established in [RCW 36.70A.070\(2\)\(a\)-\(d\)](#).

The draft housing needs guidance is divided into two documents. The first, [Guidance for Evaluating Land Capacity to Meet All Housing Needs](#), describes how jurisdictions are to demonstrate that sufficient capacity is available for each income level and housing type based on current zoning. The second, [Guidance for Making Adequate Provisions to Accommodate All Housing Needs](#), provides guidance on identifying barriers and limitations to the needed housing production as well as on documenting the programs and actions that are needed to address housing needs and achieve housing availability.

A multi-step process, requiring information from and coordination with Commerce and King County is required for identifying housing needs, as summarized below.

### 1. Analyze Countywide Housing Needs.

- E2SHB 1220 directed Commerce to supply two types of housing need projections that jurisdictions must plan for and accommodate in updated comprehensive plans. The two housing need projections Commerce will provide to counties are:
  - a. By income level: 0-30%, 31-50%, 51-80%, 81-120%, and >120% of area median income (AMI), and
  - b. Special needs housing: emergency housing, emergency shelters, and permanent supportive housing.
- Commerce is due to publish the final projections of countywide housing needs in February 2023.

### 2. Allocate Housing Needs to Cities.

- Once Commerce finalizes countywide affordable housing needs, each county must allocate affordable housing targets to the cities. In King County, the Growth Management Planning Council (GMPC) will determine the affordable housing target allocation for cities in the County.
- The GMPC is considering allocation options now and the final recommendation is anticipated in the March-May 2023 timeframe.
- The GMPC recommendation will then be adopted by King County Council and ratified by each City Council.

### 3. Identify Sufficient Capacity to Accommodate Housing Needs.

- E2SHB 1220 stipulates that the City must accommodate housing affordable to all income ranges. The City will need to demonstrate that the Comprehensive Plan and City zoning allow sufficient development capacity to accommodate the identified housing needs in each income band.
- This will require analysis of the City's zoning and development regulations to identify how much capacity is available for housing development and estimate the likely production of housing within each income band. Additional analysis will be needed to identify any gaps between existing capacity and the identified housing needs, as well as barriers and limitations to developing housing affordable for each affordability range. Finally, the City will need to document the programs and policy actions necessary to address housing needs and achieve housing availability.
- Work on the Land Capacity Analysis will begin once the Commerce guidance is finalized and the GMPC has made a final recommendation on the allocation of housing needs.

## Part 2: Racially Disparate Impacts, Displacement, and Exclusion

Another change to the GMA from E2SHB 1220 is that the comprehensive plan must include policies that identify housing policies that have resulted in racially disparate impacts, displacement, and exclusion. It must also include policies and regulations that address and begin to undo racially disparate impacts, displacement, and exclusion in housing. These requirements are established in RCW [RCW 36.70A.070](#)(2)(e)-(h).

The draft [Racially Disparate Impacts Guidance](#) outlines four steps that are required to evaluate and work to undo racially disparate impacts, displacement and exclusion in housing:

1. **Understand your community** by looking for evidence of disparate impacts on segments of the community and consult with organizations that serve impacted populations.
2. **Analyze data to assess current housing patterns** and determine if there are racially disparate impacts, displacement, and exclusion in housing.
3. **Identify policies** that result in racially disparate impacts, displacement, and exclusion in housing.
4. **Adopt policies and regulations to begin to undo those impacts** during the Comprehensive Plan update.

## ISSUE/DISCUSSION

### COMPREHENSIVE PLAN PERIODIC UPDATE - STATUS REPORT

#### Housing Element

As outlined in the background section above, the requirements for the Housing Element have changed substantially for the 2024 periodic update. Guidance is still being finalized by Commerce; however, it is clear from the draft guidance that the new requirements will necessitate more extensive work on the Housing Element than initially planned.

Staff is preparing an addendum to the periodic update scope of work that will be finalized when the final guidance and affordable housing need allocations are available. Staff anticipates bringing the addendum to City Council for review in Q2 2023.

Staff is also beginning work that builds on the Housing Needs Assessment completed last fall. This expanded analysis of housing and demographic patterns aims to identify racially disparate impacts that may have resulted from housing policies. This analysis will be compiled into a report that details and quantifies disparate impacts. Based on the findings of the report, staff will identify communities that may have been impacted by policies with racially disparate impacts; targeted outreach to organizations serving these communities is planned in Q2 2023.

#### Economic Development Element

The Economic Development Work Group has completed initial review of draft goals and policies for the new Economic Development Element. The work group will be developing a draft of the element in the coming weeks and is expected to transmit a recommended draft Economic Development Element to the Planning Commission in Q2 2023.

#### Parks Zone

The Comprehensive Plan periodic update scope of work includes an amendment of the Land Use Element to add goals and policies related to the creation of a parks zone, as well as the development of consistent development regulations to implement a new parks zone. Staff is developing the draft development regulations now, with a two-step process planned for review. The Parks and Recreation Commission is scheduled to review and provide input on the draft in April. Then, the Planning Commission will review the draft from May-July.

#### Planning Commission Review

The Planning Commission continues its initial review of draft updates to each element of the Comprehensive Plan. The Commission has now completed review of the Land Use, Transportation, Utilities and Capital Facilities Elements. The draft elements are available for review on the [Periodic Review website](#). As mentioned above, review of the Economic Development Element is planned in the spring, with review of the Housing Element to follow later in the year. Additional revisions to the Land Use Element are expected when the Climate Action Plan is finalized, and the Housing Element is updated to ensure consistency between these components of the Comprehensive Plan. These revisions will also be reviewed by the Planning Commission.

### GMA PERIODIC UPDATE GRANT

In 2022, the State Legislature approved funding in the FY 2022-2023 budget to assist local jurisdictions with the periodic update of comprehensive plans required under [RCW 36.70A.130\(5\)](#). Commerce is overseeing the



disbursement of these funds via a formula grant called the GMA Periodic Update Grant.

Mercer Island is eligible for a grant award totaling \$125,000 to support the periodic update of the City's comprehensive plan (Exhibit 1). The funding is split with half in FY 2022 (covering expenditures from July 1, 2022 through June 30 2023), and half in FY 2023 (covering expenditures from July 1, 2023 through June 30 2024). Eligible costs incurred during the grant period can be reimbursed once the grant agreement is executed.

Exhibit 2 is the grant agreement covering FY 2022 and the first half of the grant award (\$62,500). This portion of the funding must be spent by June 30, 2023. The City has met the deliverable deadlines in the scope of work for these items scheduled to be completed between July 2022 and February 2023. Staff is on track to complete the remaining deliverables on time and in advance of the June 30, 2023, deadline. A second grant agreement will be executed with Commerce later this year for the second half of the grant award (\$62,500), which must be spent by June 30, 2024.

The GMA Periodic Update Grant can be used to cover most activities related to the review and update of the comprehensive plan and development regulations per the requirements of RCW 36.70A.130. Examples of eligible expenditures include, but are not limited to, staff time, consultant contracts, costs of providing public notice, printing, and copying. This grant will help the City add capacity in terms of staffing and consultant resources to complete the periodic update, including the new requirements for the Housing Element from E2SHB 1220.

## NEXT STEPS

Staff is currently reviewing draft guidance documents from Commerce related to the new requirements of HB 1220 for the Housing Element. Staff is also awaiting the King County GMPC's recommendation on affordable housing need allocations, which will establish Mercer Island's affordable housing need allocations. When the guidance and affordable housing need allocations are finalized, an addendum to the Periodic Update Scope of Work will be brought to the City Council for review and approval.

Once the GMA Periodic Update grant funding is accepted and appropriated by the City Council, the grant agreement will be executed with Commerce, and the City will begin the reimbursement process for expenses incurred since July 1, 2022. Later this year, the City will execute a new grant agreement for the second half of the grant award, which will cover expenses incurred between July 1, 2023 and June 30, 2024.

## RECOMMENDED ACTION

Accept the GMA Periodic Update Grant of \$125,000 from the Department of Commerce, authorize the City Manager to execute the grant agreements, and appropriate these funds to the Comprehensive Plan periodic update in the 2023-2024 biennial budget.



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

July 18, 2022

The Honorable Salim Nice  
Mayor of Mercer Island  
9611 SE 36th Street  
Mercer Island, Washington 98040-3732

RE: 2024 Growth Management Act Periodic Update Grants

Dear Mayor Nice:

The City of Mercer Island is required by RCW 36.70A.130(5)(a) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2024, to ensure they comply with the Growth Management Act (GMA).

We are pleased to inform you that, based on your population size, that \$125,000 has been reserved for the City of Mercer Island as a grant to assist in completing your update work. This funding is reserved for the city as a non-competitive formula grant. Due to the state biennial split, one-half of this funding, or \$62,500 is available to reimburse related periodic update project costs from July 1, 2022 to June 30, 2023. Commerce will sign a grant agreement with you by this fall. All related GMA update project costs incurred by your jurisdiction, beginning July 1, 2022, will be eligible for reimbursement. Therefore, you will not need to delay work on the update grant until the contract is signed.

In addition to this financial assistance, Growth Management Services will continue to provide technical assistance for you during this periodic update process, until your scheduled update deadline, and our professional senior planners are ready to assist you with any questions. Please feel free to contact your assigned senior planner with any questions.

Your first grant deliverable will be the completion and submittal of the periodic update checklist, which we provide for review for your comprehensive plan and development regulation. You may find a copy of the checklist and instructions on our webpage here:

<https://www.commerce.wa.gov/serving-communities/growth-management/periodic-update/>

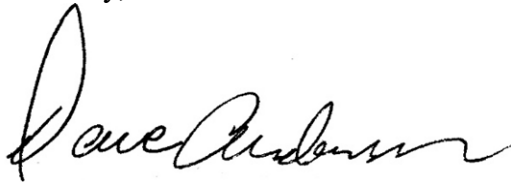
In order to receive this funding, please complete the GMA Update Grant Application materials. These materials are located on the Growth Management Services grants webpage located at

<https://www.commerce.wa.gov/serving-communities/growth-management/growth-management-grants/>

We request application materials please be returned by **September 30, 2022**. As soon we receive your submitted application, we will begin preparing your contract and negotiate your final scopes of work.

If you have questions regarding this grant program or receiving technical assistance regarding your update, please contact Catherine McCoy, at (360) 725-2910, or [catherine.mccoy@commerce.wa.gov](mailto:catherine.mccoy@commerce.wa.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Andersen". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.

Dave Andersen, AICP  
Managing Director, Growth Management Services

cc: Evan Maxim



**Interagency Agreement with**

**City of Mercer Island**

**through**

**Growth Management Services**

**Contract Number:  
23-63210-019**

**For**

**GMA Periodic Update Grant – FY2023**

**Dated:** Date of Execution

## Table of Contents

<b>CITY OF MERCER ISLAND .....</b>	<b>1</b>
<b>TABLE OF CONTENTS.....</b>	<b>2</b>
<b>FACE SHEET .....</b>	<b>3</b>
<b>SPECIAL TERMS AND CONDITIONS.....</b>	<b>4</b>
1. AUTHORITY .....	4
2. CONTRACT MANAGEMENT .....	4
3. COMPENSATION .....	4
4. BILLING PROCEDURES AND PAYMENT .....	4
5. SUBCONTRACTOR DATA COLLECTION .....	5
6. INSURANCE .....	5
7. FRAUD AND OTHER LOSS REPORTING .....	5
8. ORDER OF PRECEDENCE .....	5
<b>GENERAL TERMS AND CONDITIONS.....</b>	<b>6</b>
1. DEFINITIONS .....	6
2. ALL WRITINGS CONTAINED HEREIN .....	6
3. AMENDMENTS .....	6
4. ASSIGNMENT .....	6
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION .....	6
6. COPYRIGHT .....	7
7. DISPUTES .....	7
8. GOVERNING LAW AND VENUE .....	8
9. INDEMNIFICATION .....	8
10. LICENSING, ACCREDITATION AND REGISTRATION .....	8
11. RECAPTURE .....	8
12. RECORDS MAINTENANCE .....	8
13. SAVINGS .....	8
14. SEVERABILITY .....	8
15. SUBCONTRACTING .....	9
16. SURVIVAL .....	9
17. TERMINATION FOR CAUSE .....	9
18. TERMINATION FOR CONVENIENCE .....	9
19. TERMINATION PROCEDURES .....	9
20. TREATMENT OF ASSETS .....	10
21. WAIVER .....	11
<b>ATTACHMENT A: SCOPE OF WORK.....</b>	<b>12</b>
<b>ATTACHMENT B: BUDGET .....</b>	<b>15</b>

## Face Sheet

**Contract Number: 23-63210-019**

**Local Government Division  
Growth Management Services**

<b>1. Contractor</b> City of Mercer Island Community Planning and Development 9611 SE 36th Street Mercer Island, WA 98040		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Adam Zack Senior Planner (206) 275-7719 <a href="mailto:Adam.zack@mercerisland.gov">Adam.zack@mercerisland.gov</a>		<b>4. COMMERCE Representative</b> Catherine McCoy Senior Planner (360) 725-2910 <a href="mailto:catherine.mccoy@commerce.wa.gov">catherine.mccoy@commerce.wa.gov</a> <div style="text-align: right; padding-right: 10px;">           PO Box 42525            1011 Plum St. SE            Olympia, WA 98504         </div>	
<b>5. Contract Amount</b> \$62,500	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> Date of Execution
<b>8. End Date</b> June 30, 2023			
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <div style="text-align: right; padding-right: 10px;"> <b><u>ALN</u></b>          N/A       </div>	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0032386-00	<b>12. UBI #</b> 179-019-640	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> Grant funding to assist the City of Mercer Island with planning work for the completion the Growth Management Act (GMA) requirement to review, and if needed, revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment B - Budget			
<b>FOR CONTRACTOR</b>   <div style="border-top: 1px solid black; padding-top: 5px;">           Jessi Bon, City Manager            City of Mercer Island         </div> <div style="border-top: 1px solid black; padding-top: 5px;">           Date         </div>		<b>FOR COMMERCE</b>   <div style="border-top: 1px solid black; padding-top: 5px;">           Mark K. Barkley, Assistant Director            Local Government Division         </div> <div style="border-top: 1px solid black; padding-top: 5px;">           Date         </div> <div style="text-align: center; padding-top: 10px;"> <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b> </div>	

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed sixty-two thousand, five hundred dollars (\$62,500), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 23-63210-019. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2022, for services and deliverables described under this Agreement.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

**Line Item Transfers**

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

**Ineligible Costs**

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

**5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## 7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: Scope of Work**

<b>Tasks / Actions / Deliverables</b>	<b>Description</b>	<b>End Date</b>
<b>Task 1</b>	<b>Review relevant plans and regulations to determine if there are any sections that need revision.</b>	
Action 1.1	Review the Comprehensive Plan using Commerce 2022 Periodic Update Checklist	October 31, 2022
Deliverable 1	A completed Commerce 2022 Periodic Update Checklist	October 31, 2022
<b>Task 2</b>	<b>Develop a Housing Needs Assessment</b>	
Action	The City has contracted with a consultant to prepare a Housing Needs Assessment.	October 31, 2022
Deliverable 2	A final draft of the Housing Needs Assessment.	October 31, 2022
<b>Task 3</b>	<b>Perform an Economic Analysis of the Mercer Island economy</b>	
Action	The City has contracted with a consultant to prepare an Economic Analysis of the Mercer Island economy as part of drafting a new Economic Development Element of the Comprehensive Plan	
Deliverable 3	A final draft of the Economic Analysis.	October 31, 2022
<b>Task 4</b>	<b>Prepare a public hearing draft of the Transportation Element</b>	
Action	The City has contracted with a consultant to prepare a public hearing draft of the Transportation Element	
Deliverable 4	A public hearing draft of the Transportation Element	December 31, 2022



<b>Task 5</b>	<b>Prepare a public hearing draft of the Land Use Element</b>	
Action	Staff will prepare a draft of the Land Use Element and usher it through the Planning Commission review process in advance of the Planning Commission public hearing on the Comprehensive Plan update	
Deliverable 5	A public hearing draft of the Land Use Element	December 31, 2022
<b>Task 6</b>	<b>Prepare a public hearing draft of the Capital Facilities Element</b>	
Action	Staff will prepare a draft of the Capital Facilities Element and usher it through the Planning Commission review process in advance of the Planning Commission public hearing on the Comprehensive Plan update	
Deliverable 6	A public hearing draft of the Capital Facilities Element	February 28, 2023
<b>Task 7</b>	<b>Prepare a public hearing draft of the Utilities Element</b>	
Action	Staff will prepare a draft of the Utilities Element and usher it through the Planning Commission review process in advance of the Planning Commission public hearing on the Comprehensive Plan update	
Deliverable 7	A public hearing draft of the Utilities Element	February 28, 2023
<b>Task 8</b>	<b>Prepare a public hearing draft of the Housing Element</b>	
Action	Staff will prepare a draft of the Housing Element and usher it through the Planning Commission review process in advance of the Planning Commission public hearing on the Comprehensive Plan update	
Deliverable 8	A public hearing draft of the Housing Element	March 30, 2023



<b>Task 9</b>	<b>Economic Development Public Participation</b>	
Actions	<p>The City has contracted with a consultant to conduct public participation for the drafting of a new Economic Development Element. Public Participation for the Economic Development Element will include:</p> <ul style="list-style-type: none"> <li>• A community survey, and</li> <li>• A community workshop.</li> </ul>	
Deliverable 9.1	Economic development community survey summary report	October 31, 2022
Deliverable 9.2	Hold an economic development community workshop, including agenda and copies of prepared materials for the workshop.	May 31, 2023
Deliverable 9.3	Final draft of a report summarizing the input received at the community workshop	May 31, 2023

### **Attachment B: Budget**

<b>SFY 2023 Task/Deliverable</b>	<b>SFY 2023 Amount</b>
Deliverable 1 A completed Commerce 2022 Periodic Update Checklist	\$0
Deliverable 2 A final draft of the Housing Needs Assessment	\$12,756
Deliverable 3 A final draft of an Economic Analysis of the Mercer Island economy	\$11,210
Deliverable 4 A public hearing draft of the Transportation Element	\$8,569
Deliverable 5 A public hearing draft of the Capital Facilities Element	\$0
Deliverable 6 A public hearing draft of the Capital Facilities Element	\$0
Deliverable 7 A public hearing draft of the Utilities Element	\$0
Deliverable 8 A public hearing draft of the Housing Element	\$0
Deliverable 9.1 Economic development community survey summary report	\$9,989
Deliverable 9.2 Hold an economic development community workshop	\$9,988
Deliverable 9.3 Final draft of a report summarizing the input received at the community workshop	\$9,988
<b>Total Grant (SFY 2023 only)</b>	<b>\$62,500</b>



# AB 6210: Comprehensive Plan Periodic Update Status Report

# Comprehensive Plan

## Housing Element

- Commerce developing guidance on Housing Needs and Racially Disparate Impacts
- King County GMPC finalizing recommended affordable housing need allocations
- Staff developing addendum to scope of work
- Staff beginning work to analyze housing and demographic patterns to identify racially disparate impacts

# Comprehensive Plan

## **Economic Development Element**

- Economic Development Work Group completed initial review of goals and policies
- Work underway on draft Economic Development Element
- Planning Commission review scheduled for Q2 2023

# Comprehensive Plan

## **Parks Zone**

- Creation of Parks Zone included in Comp Plan scope of work
- Staff developing draft development regulations
- Parks and Recreation Commission scheduled to provide input in April; Planning Commission review scheduled to begin in May.



# Comprehensive Plan

## **Planning Commission Review**

- Completed initial review of Land Use, Transportation, Utilities and Capital Facilities Elements
- Economic Development Element review scheduled for this spring
- Review of Housing Element planned for later in 2023
- Additional revisions to Land Use Element likely needed for consistency with CAP, Housing Element, etc.

# GMA Periodic Update Grant

- State-funded grant program to support local jurisdictions with periodic updates to Comprehensive Plans
- Mercer Island eligible for \$125,000
- Funding split with half in FY 2022 and half in FY 2023.
- Funds can be used to cover consultant and staff costs.
- Council to accept the grant award and appropriate the funds for Comprehensive Plan update work.



# Recommended Motion

Accept the GMA Periodic Update Grant of \$125,000 from the Department of Commerce, authorize the City Manager to execute the grant agreements, and appropriate these funds to the Comprehensive Plan periodic update in the 2023-2024 biennial budget.



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6230**  
**February 21, 2023**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6230: City Council Rules of Procedure Amendments (Resolution No. 1642)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Approve Resolution No. 1642 amending the City Council Rules of Procedure as set forth in Exhibit A.	

<b>DEPARTMENT:</b>	City Council
<b>STAFF:</b>	Ali Spietz, Chief of Administration Andrea Larson, City Clerk
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Resolution No. 1642 and Exhibit A (City Council Rules of Procedure)
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to approve the City Council Rules of Procedure amendments that were discussed at the January 3 ([AB 6205](#)) and January 17 ([AB 6215](#)) City Council meetings.

### BACKGROUND

In 2004 (see [AB 3855](#)), the City Council adopted Rules of Procedure ("Rules") in accordance with MICC 2.06.050(A), which reads, in part: "The council shall determine its own rules, bylaws and order of business, and may establish rules for the conduct of council meetings and the maintenance of order." The Rules were most recently amended on April 5, 2022 ([see AB 6057](#)).

### ISSUE/DISCUSSION

At the January 3 City Council meeting, the City Council reviewed amendments proposed by Councilmembers and staff and advanced amendments for approval. At the January 17 City Council meeting the City Council discussed the proposed amendments and eventually tabled the item for staff to review the motions from the January 3 meeting.

Following review of the meeting recording and motions in the minutes, staff propose the following amendments Rules of Procedure contained in Resolution No. 1642 (Exhibit 1). Please note, changes to previously presented amendments or new amendments are in red below:

- **Section 2.3 – Duties of Officers, A. Mayor**

*“The Mayor serves as the Presiding Officer and acts as chair at all meetings of the City Council. The Mayor may participate in all deliberations of the City Council in the same manner as any other member and is expected to vote in all proceedings unless a conflict of interest exists. The Mayor does not possess any power of veto. The Mayor is assigned as the ceremonial representative at public events and functions. The Mayor is vested with the authority to initiate and execute proclamations. With direction from a majority of the Council, the Mayor is assigned the responsibility to impose Councilmember sanctions for violation of these Rules consistent with Section 11 of these Rules. If the Mayor is the Councilmember who is the subject of sanctions, then sanctions shall be imposed by the Deputy Mayor.”*

- **Section 3.1 – General Meeting Guidelines, C. Meeting Cancellation**

*“Any City Council meeting may be canceled by a majority vote ~~or consensus~~ of the City Council. The Mayor or City Manager may cancel a City Council meeting for lack of agenda items, adverse weather conditions, or due to an emergency.”*

- **Section 3.2 – Types of Meetings, A. Regular Meetings**

*“The City Council's regular meetings will be held the first and third Tuesdays of each month in the City Hall City Council Chambers (9611 SE 36th Street, Mercer Island) when permissible. Certain circumstances (weather, emergencies, etc.) may require that City Council meetings be held remotely using a videoconferencing platform. Regular meetings will begin at ~~6:30~~5:00 p.m. or as set by MICC 2.06.010. If any Tuesday on which a meeting is scheduled falls on a legal holiday, the meeting shall be held at ~~6:30~~5:00 p.m., or as set by MICC 2.06.010, on the first business day following the holiday, or on another day designated by a majority vote of the City Council.”*

- **Section 5.1 – Roberts Rules/City Council Rules**

*“All City Council discussion shall be governed by Roberts Rules of Order, Newly Revised or by these Rules. Examples of parliamentary rules and motions are shown in Appendix A to these Rules. In the event of a conflict, these Rules shall control. The City Clerk or City Attorney shall answer questions of a parliamentary nature that may arise during a City Council meeting. The City Attorney shall decide all questions of interpretations of these Rules. ~~The City Attorney shall decide all questions of interpretations of these Rules and other questions of a parliamentary nature that may arise during a City Council meeting.~~”*

- **Section 8.12(E) - (Board & Commission) Appointment Process**

*“The voting process for appointment to each board and commission shall be as follows:*

- 1. Each City Councilmember completes a written ballot, casting a vote for the identified open seat on the board or commission. If there is more than one open seat on a board or commission, then each position will be voted on separately. If there are multiple positions open for a given Board or Commission, the position(s) with the longest term shall be voted on first.*

- **Section 11 – Sanctions for Rules Violations**

**11.1** *Councilmembers may be sanctioned for violation of these Rules in any of the following ways:*

- A. Executive Session.** *Two (2) or more Councilmembers may call an executive session under RCW*

42.30.110(f) to discuss complaints brought against a public officer.

**B. Public Censure.** *If a majority of the City Council supports public censure, the Mayor shall, during a regular City Council meeting, state in detail the Rule(s) violated and the Councilmember's conduct resulting in **violation** of the Rule. The Councilmember who is the subject of the sanction shall have the opportunity to rebut. If the Mayor is the Councilmember who is subject of the sanction, then the Deputy Mayor shall preside over the public censure.*

~~**C. Liaison Termination.** *The Mayor, in consultation with the Deputy Mayor, (provided the Deputy Mayor is not the Councilmember who is the subject of the sanction), may terminate standing committee, ad hoc committee, board, commission, or other liaison assignments. If the Mayor is the Councilmember who is subject of the sanction, then the liaison termination decision shall vest in the Deputy Mayor; and/or*~~

**CD. Other.** *Any other appropriate action decided by a majority of the City Council.*

**Staff explanation:** The original amendments and motions made at the January 3 and 17 meetings did not include edits to Section 11. However, staff recommends removing Section 11.1.C from the Rules to comply with the amendments to Section 2.3. This amendment will avoid creating a conflict in the language.

## RECOMMENDED ACTION

Approve Resolution No. 1642 amending the City Council Rules of Procedure as set forth in Exhibit A.

**CITY OF MERCER ISLAND  
RESOLUTION NO. 1642**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND,  
WASHINGTON, AMENDING THE MERCER ISLAND CITY COUNCIL RULES OF  
PROCEDURE**

WHEREAS, the City Council has adopted, pursuant to the authority in MICC 2.06.050, its rules of procedure, which are set forth in the “Mercer Island City Council Rules of Procedure,” originally adopted on April 19, 2004 and most recently amended on April 5, 2022, and

WHEREAS, the City Council reviewed proposed amendments to its rules of procedure at the City Council Meeting on January 3, 2023; and

WHEREAS, the City Council finds and determines that approval of certain amendments to its rules of procedure will benefit the conduct of City Council meetings, proceedings, and business.

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

**Section 1. Amending City Council Rules of Procedure.** The “Mercer Island City Council Rules of Procedure” are hereby amended and approved as set forth in Exhibit A to this resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON THE 21ST DAY OF FEBRUARY 2023.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Salim Nice, Mayor

ATTEST:

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

# MERCER ISLAND CITY COUNCIL RULES OF PROCEDURE



## **ADOPTED**

April 19, 2004

## **AMENDED**

August 2, 2004

February 21, 2006

June 19, 2006

June 19, 2017

February 20, 2018

March 5, 2019

February 4, 2020, Resolution No. 1578

February 18, 2020, Resolution No. 1579

May 18, 2021, Resolution No. 1597

April 5, 2022, Resolution No. 1625

February 21, 2023, Resolution No. 1642

## TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
1	<a href="#"><u>Governance and Authority</u></a> .....	3
2	<a href="#"><u>City Council Organization</u></a> .....	4
3	<a href="#"><u>City Council Meetings</u></a> .....	6
4	<a href="#"><u>Agenda Preparation</u></a> .....	14
5	<a href="#"><u>City Council Protocols</u></a> .....	15
6	<a href="#"><u>City Documents</u></a> .....	18
7	<a href="#"><u>City Council &amp; Staff Communication Guidelines</u></a> .....	19
8	<a href="#"><u>City Advisory Boards and Commissions</u></a> .....	20
9	<a href="#"><u>City Council Committees</u></a> .....	24
10	<a href="#"><u>Suspension and Amendment of Rules</u></a> .....	25
11	<a href="#"><u>Sanctions for Rule Violations</u></a> .....	26
Appendix A	<a href="#"><u>Parliamentary Rules and Motions</u></a> .....	27
Appendix B	<a href="#"><u>City Council Meetings Code of Conduct</u></a> .....	29
Appendix C	<a href="#"><u>Process to Fill a Mercer Island City Council Vacancy</u></a> .....	30
Appendix D	<a href="#"><u>City Council-Staff Communication Guidelines</u></a> .....	32
Appendix E	<a href="#"><u>How does the City use NextDoor?</u></a> .....	35

## SECTION 1. GOVERNANCE AND AUTHORITY

### 1.1 Council-Manager Plan of Government

The City of Mercer Island is a Council-Manager plan of government. As described in the municipal code and chapter [35A.13](#) of the Revised Code of Washington (“RCW”), certain responsibilities are vested in the City Council and the City Manager. This plan of government prescribes that a City Council’s role is that of a legislative policy-making body which determines not only the local laws that regulate community life, but also determines what public policy is and gives direction to the City Manager to administer the affairs of the city government in a businesslike and prudent manner.

### 1.2 Rules of Procedure

The Mercer Island City Council hereby establishes the following Rules of Procedure (“Rules”) pursuant to the authority set forth in Mercer Island City Code (“MICC”) [2.06.050\(A\)](#), for the conduct of City Council meetings, proceedings and business. These Rules shall be in effect upon adoption by the City Council and until such time as they are amended, or new rules are adopted in the manner provided by these Rules.

### 1.3 Orientation of New Councilmembers

The City Manager will host an orientation program for newly-elected or appointed Councilmembers, including guidance on the [Open Government Trainings Act](#), which requires [training](#) in the fundamentals of the Open Public Meetings Act (OPMA), [Public Records Act](#) (PRA), and records retention requirements.

### 1.4 Mentoring of New Councilmembers

Current Councilmembers shall seek out opportunities to mentor newly elected or appointed Councilmembers to help them gain an understanding of their role as Councilmember.

### 1.5 Code of Ethics

All City Councilmembers shall sign a statement acknowledging they have received, read, and agree to be bound by the City’s code of ethics MICC Chapter 2.60 and RCW Chapter 42.23. The City shall provide new Councilmembers training on the Code of Ethics. -



## SECTION 2. CITY COUNCIL ORGANIZATION

**2.1 Swearing-In.** Councilmembers shall be sworn in by the City Clerk.

**2.2 Election of Mayor and Deputy Mayor.** The City Council shall elect a Mayor and Deputy Mayor for a term of two years from among themselves at the first City Council meeting, or as soon as possible thereafter, of each even-numbered year or upon vacancy or resignation of the Councilmember filling the Mayor or Deputy Mayor position. The City Clerk shall conduct the elections for Mayor as follows:

- A. Any Councilmember may nominate a candidate for Mayor; no second is needed.
- B. Nominees may accept or decline the nomination.
- C. If only one (1) nomination is made, it is appropriate to make a motion and obtain a second to instruct the City Clerk to cast a unanimous ballot for that nomination for Mayor. Approval is by majority vote of Councilmembers present.
- D. If more than one (1) nomination is made, an open election is conducted by roll call vote.
- E. To be elected, the nominee needs a majority vote of the City Council.
- F. Elections will continue until a Mayor is elected by a majority vote of the City Council.
- G. The City Clerk shall declare the nominee receiving the majority vote as the new Mayor. The City Clerk shall swear the individual into office.

This process is repeated for the election of the Deputy Mayor.

**2.3 Duties of Officers.**

- A. **Mayor.** The Mayor serves as the Presiding Officer and acts as chair at all meetings of the City Council. The Mayor may participate in all deliberations of the City Council in the same manner as any other member and is expected to vote in all proceedings unless a conflict of interest exists. The Mayor does not possess any power of veto. The Mayor is assigned as the ceremonial representative at public events and functions. The Mayor is vested with the authority to initiate and execute proclamations. With direction from the majority of the Council, the Mayor is assigned the responsibility to impose Councilmember sanctions for violation of these Rules consistent with Section 11 of these Rules. If the Mayor is the Councilmember who is the subject of sanctions, then sanctions shall be imposed by the Deputy Mayor.

In consultation with the Deputy Mayor, the Mayor appoints Councilmembers to serve as liaisons to advisory boards and commissions and to serve on standing City Council committees, ad hoc committees, local committees, and certain regional committees (Sound Cities Association makes appointments to King County and other regional committees; only one Mercer Island Councilmember can apply for each of these committees).

**B. Deputy Mayor.** The Deputy Mayor serves as the Presiding Officer in the absence of the Mayor and assumes ceremonial representative responsibilities when needed. If both the Mayor and Deputy Mayor are absent, the Mayor will appoint another Councilmember to serve as acting Mayor. If the Mayor fails to appoint an acting Mayor, the Councilmembers present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.

**C. Presiding Officer.** The Presiding Officer shall:

1. Preserve order and decorum during City Council meetings;
  2. Observe and enforce these Rules;
  3. Call the meeting to order;
  4. Keep the meeting to its order of business; and,
  5. Recognize Councilmembers in the order in which they request the floor.
- The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.

**2.4 Filling a City Council Vacancy.** If a vacancy occurs in the office of Councilmember, the City Council will follow the procedures outlined in [RCW 42.12.070](#) and Appendix C to these Rules (The Process to Fill a Mercer Island City Council Vacancy). In order to fill the vacancy until an election is held, the City Council will widely distribute and publish a notice of the vacancy, the procedure by which the vacancy will be filled, and an application form.

## SECTION 3. CITY COUNCIL MEETINGS

### 3.1 General Meeting Guidelines.

- A. **Open Public Meeting Act.** All City Council meetings shall comply with the requirements of the Open Meetings Act (chapter [42.30 RCW](#)). All regular meetings and special meetings of the City Council shall be open to the public.
- B. **Meetings.** All meetings as described in Section 3.2 may be held in-person, remotely, or as a hybrid to the extent permitted by law.
- C. **Meeting Cancellation.** Any City Council meeting may be canceled by a majority vote ~~or consensus~~ of the City Council. The Mayor or City Manager may cancel a City Council meeting for lack of agenda items, adverse weather conditions, or due to an emergency.
- D. **Quorum.** Four members of the City Council shall constitute a quorum and are necessary for the transaction of City business. In the absence of a quorum, the members present may adjourn that meeting to a later date.
- E. **Councilmember Seating.** At the dais, the Mayor shall sit in Chair #4, the center seat at the dais, the Deputy Mayor shall sit to the Mayor's right or left, in Chair #3 or #5. The Mayor will determine the seats of the remaining Councilmembers.
- F. **City Clerk and Minutes.** The City Clerk (or authorized designee) shall attend all regular and special City Council meetings and keep an account of all proceedings of the City Council (minutes) in accordance with the statutory requirements RCW [42.30.035](#). The minutes from previous meetings will be posted on the City website in draft format prior to City Council meetings as part of the City Council packet. Councilmembers are encouraged to inform the City Clerk and City Manager of any errors or proposed changes in advance of the meeting. If a Councilmember wishes to make any corrections (except scrivener) to the minutes, they must request to have the set of minutes pulled from the Consent Agenda and make a motion to revise the minutes. Any corrections to the minutes will be so noted and the draft minutes will be revised with the corrections. Once the City Council has approved the minutes (as presented or revised), the final version of the minutes will be posted to the City's website and archived as the City's official record.
- G. **City Council Meetings Code of Conduct.** The City Council Meetings Code of Conduct is attached as Appendix B to these Rules, which outlines acceptable behavior while in a City Council Meeting.

**H. Remote Attendance.** Remote attendance by a Councilmember who is not able to physically be present, whether for all or part of a meeting, is allowed as needed subject to the following:

1. **Notice:** A Councilmember shall contact the Mayor and the City Manager at least one day prior to the meeting for which they will attend remotely or as soon as possible due to an emergency. After the City Clerk has called the roll at a meeting, the Mayor shall indicate any Councilmember attending remotely, which will be noted in the minutes. If joining after roll call, the City Clerk shall note the time the Councilmember joined and, if before adjournment, when the Councilmember left in the minutes.
2. **Remote Attendance Requirements:**
  - a. Remote attendance by a Councilmember shall be through the City's preferred teleconferencing platform.
  - b. A Councilmember's camera should be turned on when participating in the meeting.
  - c. A Councilmember attending remotely will be marked present, counting towards a quorum and can vote during the meeting as if they were physically present.
  - d. A Councilmember attending remotely must be able to hear public comment or testimony and staff's presentation in real time.
  - e. A Councilmember may attend an executive session or closed session remotely if the conditions in this subsection are met.

**I. Roll Call Voting.** All City Council voting will be done by roll call. Once a motion has been made and seconded, the Mayor will ask the City Clerk to call the roll. The City Clerk calls the roll, and each Councilmember, as their name is called, answers "aye" or "nay," or "abstain" if they do not wish to vote, and the Clerk notes the answers. Councilmembers shall refrain from additional comments about the motion or their vote when voting. If the vote count is not clear, the City Clerk reads the names of those who answered in the affirmative, and afterwards those in the negative, and then those who answered "abstain," and the Mayor announces the result.

### 3.2 Types of Meetings.

**A. Regular Meetings.** The City Council's regular meetings will be held the first and third Tuesdays of each month in the City Hall City Council Chambers (9611 SE 36<sup>th</sup> Street, Mercer Island) when permissible. Certain circumstances (weather, emergencies, etc.) may require that City Council meetings be held remotely using a videoconferencing platform. Regular meetings will begin at ~~5:00-6:30~~ p.m. or as set by [MICC 2.06.010](#). If any Tuesday on which a meeting is scheduled falls on a legal holiday, the meeting shall be held at ~~5:00-6:30~~ p.m., or as set by MICC

2.06.010, on the first business day following the holiday, or on another day designated by a majority vote of the City Council.

- B. Special Meetings.** A special meeting is any City Council meeting other than a regular City Council meeting. Notice shall be given at least 24 hours in advance specifying the date, time, and place of the meeting and the business to be transacted. A special City Council meeting may be scheduled by the Mayor, City Manager or at the request of a majority of the City Council and pursuant to [RCW 42.30.080](#).
- C. Emergency Meetings.** An emergency meeting is a special City Council meeting called without 24-hour notice. An emergency meeting may only be called as a result of an emergency involving injury or damage to persons or property or the likelihood of such injury or damage or when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Manager or the Mayor. The minutes will indicate the reason for the emergency.
- D. Executive Sessions.** An executive session is a portion of a City Council meeting that is closed except to the City Council, City Manager, City Attorney, and staff members and/or consultants authorized by the City Manager. The public is restricted from attendance. Executive sessions may be held during regular or special City Council meetings and will be announced by the Mayor or the Chair. Executive sessions may be held for limited purposes consistent with [RCW 42.30.110\(1\)](#) and [RCW 42.30.140\(4\)\(a\)](#). Permissible topics include considering real property acquisition and sale, public bid contract performance, complaints against public officers and employees, review of collective bargaining agreements, public employment applications and evaluations, and certain attorney-client discussions. Before convening an executive session, the Mayor or Chair shall announce the purpose of the meeting. Pursuant to [RCW 42.23.070\(4\)](#), Councilmembers must maintain the confidentiality of all written materials and verbal information provided during executive sessions to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of executive sessions when the information is considered exempt from production under the [Public Records Act](#), chapter 42.56 RCW. If a Councilmember unintentionally discloses executive session material with another party, that Councilmember shall promptly inform the City Manager and/or the City Council of the disclosure.
- E. Planning Sessions.** Each year the City Council shall hold an annual planning session during the first quarter of the year, or as soon as practicable thereafter. Potential topics for the Planning Session include City Council Goals, Priorities, and the Work Plan for the next two years. The City Council may hold additional planning sessions during the year.

### 3.3 Order of Regular City Council Meeting Agenda

- A. **Call Meeting to Order & Roll Call.** The Mayor calls the meeting to order. The City Clerk will take roll call and record names of those present and absent in the minutes.
- B. **Pledge of Allegiance.** The Mayor or a designated Councilmember will lead the Pledge of Allegiance at the beginning of the meeting.
- C. **Agenda Approval/Amendment.** Agenda items may be added to a regular City Council meeting agenda after the meeting notice is published if a Councilmember or City Manager explains the necessity and receives a majority vote of the City Council. The Mayor may, with the concurrence of the majority of the Council, take agenda items out of order.
- D. **Executive Sessions.** Executive sessions may be held before, during or after the open session portion of either a regular or special meeting. See Section 3.2(D).
- E. **Study Sessions.** Study sessions will be held, when needed, before a regular meeting. They may be called by the Mayor, City Manager or by a majority of Councilmembers. Study sessions will be informal meetings for the purpose of reviewing forthcoming programs and projects, receiving progress reports on current programs or projects, or receiving other similar information. No final decisions can be made at a study session. Decisions on those issues will be scheduled for a regular or special City Council meeting.
- F. **Special Business.** Special Business items may include the presentation of a proclamation, the key to the City, community member of the year, or other presentation to elected officials, staff, or the public by the City or presentations to the City or any official made by someone else.
  - 1. **Proclamations.** Proclamations are generally broad statements expressing local government support for particular issues. Requests to proclaim certain events or causes will be considered when such proclamations:
    - a. Pertain to a Mercer Island event, person, organization, or cause with local implications,
    - b. Are timely,
    - c. Have potential relevance to the City Council's Goals, Legislative Priorities, or Mercer Island's community values, and
    - d. Either forward positive messages or call upon the support of the community.

The Mayor, Deputy Mayor, City Manager, and/or a staff designee shall determine approval of proclamation requests. Proclamations are placed

on the Consent Agenda and may be publicly read at a City Council meeting and presented to a representative of the event during the City Council meeting.

2. **Key to the City.** The Key to the City is the City's most prestigious award and will only be used to recognize distinguished persons and honored guests of the City of Mercer Island. The "Key to the City" is intended to honor:
  - a. A Mercer Island resident with significant accomplishments in military service, or public service
  - b. A Mercer Island resident reaching the age of 100 years,
  - c. A person who performed an act of heroism while in the City limits, or
  - d. A dignitary or celebrity visiting the City.

The City Council shall determine approval of Key to the City requests. Keys shall be presented by the Mayor or designee to the recipient at a City Council meeting or at an event sponsored by or affiliated with the recipient.

3. **Community Member of the Year.** The Community Member of the Year is an annual tradition of recognizing an individual or group ("honoree") who is otherwise unrecognized for his/her/their contributions to making the Mercer Island community a great place to live and work. The honoree shall be selected based on the following criteria:
  - a. Significant service accomplishments within the past year;
  - b. The quality, scale, and duration of the benefits to the community resulting from the accomplishments;
  - c. The amount of time and energy devoted to the community beyond the scope of normal responsibilities;
  - d. The nature of the challenges faced and overcome by the honoree; and
  - e. The extent of previous recognition received by the honoree (e.g., the nominee is an "unsung hero").

Councilmembers will make nominations and select an honoree at the annual City Council Planning Session or a Regular Meeting. Councilmembers or candidates for councilmember, are not eligible for nomination. The honoree(s) will be recognized at a City Council Meeting and a framed photo of the honoree is hung in the City Council Chambers lobby to commemorate this distinction.

- F. **City Manager Report.** To keep the City Council and the public informed of City business, the City Manager may provide an oral report, make comments, extend

compliments, express concerns, or make announcements concerning any topic during this time.

- G. Appearances (Public Comment).** During the Appearances section of the regular meeting agenda, members of the audience are invited to address the City Council regarding any matter, except items before the City Council requiring a public hearing, any quasi-judicial matters, or campaign-related matters. Each person wishing to address the City Council should register with the City Clerk by 4 pm on the day of the City Council meeting. When the speaker's name is called, the speaker will give their name and city of residence for the record and shall limit their comments to three (3) minutes. No speaker may convey or donate time for speaking to another speaker. The Mayor may grant additional time for comments. The Mayor may allow speakers to comment on individual agenda items at times during any regularly scheduled City Council meeting other than the regularly scheduled Appearances period.

All remarks will be addressed to the City Council as a whole, and not to individual Councilmembers or staff members. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the City Council, may be requested by the Mayor to leave the meeting. The City Council cannot accept comments on any campaign-related matters (elections for individual offices or ballot propositions) except under specific circumstances where consideration of a ballot measure is on the City Council agenda pursuant to [RCW 42.17A.555](#).

The City Clerk will summarize all public comments in the minutes. Traditionally, the City Council does not respond to comments made at a meeting; however, the City Manager may direct staff to follow up with the speaker as appropriate.

- H. Consent Agenda.** Consent agenda items have either been previously considered by the City Council or are routine and non-controversial and are approved by one motion. Items on the consent agenda include, without limitation, payables, payroll, minutes, proclamations, resolutions, ordinances discussed at a previous City Council meeting, bid awards, and previously authorized agreements.

A Councilmember may remove an item from the consent agenda for separate discussion and action. If removed, that item will become the first item of regular business of the same meeting.

- I. Public Hearings.** There are two types of public hearings: legislative and quasi-judicial. The Mayor will state the public hearing procedures before each public hearing. Comments are limited to the subject of the public hearing.



1. **Legislative Public Hearings.** The purpose of a legislative public hearing is to obtain public input on legislative or policy decisions, including without limitation, review by the City Council of its comprehensive plan or biennial budget.
2. **Quasi-Judicial Public Hearings.** The purpose of a quasi-judicial public hearing is to decide issues involving the rights of specific parties including, without limitation, certain land use matters such as site-specific rezones.

The City Council's decision on a quasi-judicial matter must be based upon and supported by the "record" in the matter. The "record" consists of all testimony or comment presented at the hearing and all documents and exhibits that have been submitted.

In quasi-judicial hearings, Councilmembers shall comply with all applicable laws including without limitation the appearance of fairness doctrine (chapter [42.36 RCW](#)). The appearance of fairness doctrine prohibits ex parte (outside the hearing) communications with limited exceptions requiring disclosure on the record; prohibits a Councilmember from deciding on the matter in advance of the hearing; requires the hearing to be fair and impartial; and prohibits the participation of any Councilmember who has a conflict of interest or financial interest in the outcome of the hearing.

A Councilmember shall consult with the City Attorney to determine whether the Councilmember should recuse themselves from the quasi-judicial hearing discussion and decision.

- J. **Regular Business.** Regular Business items are all other regular City Council business, including without limitations resolutions, ordinances, staff presentations, board and/or commission appointments, and regional board and committee reports requiring City Council action.
- K. **Other Business.** The City Council will note upcoming Councilmember absences and make a motion to excuse or not excuse a Councilmember's absence. They will also discuss the Planning Schedule. During Councilmember reports, Councilmembers may report on significant activities since the last meeting; provided, however, that Councilmembers may not enter into debate or discussion on any item raised during a City Council report.
- L. **Adjournment.** With no further business to come before the City Council, the Mayor adjourns the meeting.

## SECTION 4. AGENDA PREPARATION

- 4.1** The City Manager, in consultation with the Mayor and Deputy Mayor, will prepare an agenda for each City Council meeting. The City Clerk will prepare an agenda packet for each City Council meeting specifying the date, time, and place of the meeting. Each item shall be titled to describe the item to be considered by the City Council.
- 4.2** An item may be placed on a City Council meeting agenda by any of the following methods:
- A.** Majority vote of the City Council.
  - B.** By the City Manager.
  - C.** By the Mayor or Deputy Mayor (when acting in the absence of the Mayor).
  - D.** By any two Councilmembers, in writing or with phone confirmation, no later than 12:00 pm seven (7) days prior to the meeting. The proposed item will be added to the agenda (without an agenda bill) for the whole City Council to determine if the item should be brought back for discussion and/or action. If the City Council agrees to add the item to a future agenda, staff will prepare an agenda bill based on the City Council's direction.
- 4.3** Staff reports (agenda bills) shall be in a standard format approved by the City Manager.
- 4.4** Agenda materials will be posted to the City's website and a link to the online packet will be emailed to an established mailing list (including City Council and staff) by 5:00 p.m. on the Wednesday before the meeting. If the deadline cannot be met, the City Council and the established mailing list will be notified of when it will be posted. Hard copies of agenda materials will be available for pick up in the HAM radio room in the Police Department lobby upon Councilmember request.
- 4.5** The City Manager will prepare and keep current the Planning Schedule, the calendar of agenda items for all City Council regular and special meetings.

## SECTION 5. CITY COUNCIL PROTOCOLS

- 5.1 Roberts Rules/City Council Rules.** All City Council discussion shall be governed by *Roberts Rules of Order, Newly Revised* or by these Rules. Examples of parliamentary rules and motions are shown in Appendix A to these Rules. In the event of a conflict, these Rules shall control. The City Clerk or City Attorney shall answer questions of a parliamentary nature that may arise during a City Council meeting. The City Attorney shall decide all questions of interpretations of these Rules. ~~The City Attorney shall decide all questions of interpretations of these Rules and other questions of a parliamentary nature that may arise during a City Council meeting.~~
- 5.2 Appearances (Public Comment).** The City Council agrees to adhere to the following protocols during Appearances:
- A. The City Council shall listen attentively to the speaker's comments.
  - B. The City Council shall avoid discourteous behavior such as lengthy or inappropriate sidebar discussions or nonverbal, disparaging actions.
  - C. The City Council shall not engage in debate or discussion with any individual but may be recognized by the Mayor to ask the speaker clarifying questions.
- 5.3 Discussion Protocols.** The City Council agrees to adhere to the following protocols for City Council discussion and debate:
- A. Be courteous and professional at all times.
  - B. Avoid discourteous behavior such as lengthy or inappropriate sidebar discussions or nonverbal disparaging actions when colleagues or staff are speaking.
  - C. Be recognized by the Mayor before speaking.
  - D. Be respectful of the City Manager and staff.
  - E. Speak in turn after being recognized.
  - F. Do not personally criticize other members who vote against or disagree with you.
  - G. Do not be repetitive in your arguments or discussion.
  - H. Respect each other's differences, honor disagreements, vote and move on.
- 5.4 City Council Decisions.** Councilmembers recognize that they are part of a legislative or corporal body. As such, when the City Council has voted to approve or pass an agenda item, the members agree not to contact staff to encourage actions inconsistent with such City Council action or take other action adversely impacting staff resources. Councilmembers, who voted on the prevailing side, may bring any approved action up for reconsideration, on the same day that the vote was taken, following City Council review and approval of such agenda item. The City Council's goal is to make final decisions and not to revisit or reconsider such decisions. (See [Appendix A](#) for more details).
- 5.5 No Surprise Rule.** Councilmembers should use best efforts to contact the City Manager to advise of emerging issues. Generally, Councilmembers agree not to propose substantial amendments and/or revisions to any agenda item unless they provide each other and City

staff at least 48-hours advance notice to review any written proposal. To provide staff the necessary preparation time, Councilmembers will use best efforts to provide staff advance notice of any questions or concerns they may have regarding an agenda item prior to a public meeting.

- 5.6 Possible Quorum.** Any member of the City Council can attend any City board, commission, ad hoc, or standing committee meeting; however, if a quorum of the City Council (4 or more Councilmembers) is present at any of these meetings, Councilmembers shall “self-police” by not sitting together and not discussing City business. For community or regional meetings where there may be four (4) or more Councilmembers in attendance, the City Clerk may notice the meetings for possible quorum.
- 5.7 Councilmember In-Person Representation.** If a Councilmember appears on behalf of the City before another governmental agency or, a community organization, for the purpose of commenting on an issue, the Councilmember must state the majority position of the City Council, if known, on such issue. Personal opinions and comments which differ from the City Council majority may be expressed if the Councilmember clarifies that these statements do not represent the City Council's position but rather those of the individual Councilmember. Councilmembers must obtain other Councilmember's concurrence before representing another Councilmember's views or positions with another governmental agency or community organization.
- 5.8 Use of City Letterhead.** Use of City letterhead by the City Council shall be confined to conduct of official City business or communicating messages of the City. City letterhead of any kind shall only be used by the City Council at the direction of the Mayor or his or her designee. Individual Councilmembers shall not use City letterhead to communicate individual or personal messages or opinions.
- 5.9 Mail.** Mail addressed to Councilmembers will be placed in their respective mailboxes at City Hall (located outside the City Manager's office) and is available for pickup during regular business hours. Accumulated mail will be included with hard copy agenda packets, placed on the dais before City Council meetings, or mailed to a Councilmember's residence.
- 5.10 Social Media.** Social media accounts operated by Councilmembers should not be used as mechanisms for conducting official City business, other than to informally communicate with the public. When Councilmembers use social media accounts to discuss City business, Councilmembers should clarify that the views expressed are solely their own. In addition, direct communication between a majority of the City Council on social media may constitute a "meeting" under the OPMA and should be avoided. In addition, any content or post related to City business may be subject to disclosure under the Public Records Act, regardless of whether it occurs on a personal account or page. Councilmembers are responsible for capturing and retaining any City business-related posts on social media accounts for public records preservation purposes.

The NextDoor.com (“NextDoor”) social media platform does not function in the same manner as the City’s other social media outlets (i.e., Facebook, Twitter, Instagram). NextDoor does NOT allow access by automated archiving services. Instead, the City must execute a complicated manual export process that can be refined only by date range (not topic, or subject line, etc.). This lack of archiving access to NextDoor also makes it difficult and potentially risky for Councilmembers to post about City business and/or to reply to other posts, as they are unable to be captured in a manner that is suitable for responding to public records requests or in a manner that it can be deleted after meeting the required retention period. See [Appendix E](#) for further details.

## SECTION 6. CITY DOCUMENTS

- 6.1 Review.** All ordinances, resolutions, contracts, motions, amendments, and other City documents shall be reviewed by the City Attorney. An individual Councilmember may contact the City Attorney to request the preparation of motions for a City Council meeting. No ordinance, resolution or contract shall be prepared for presentation to the City Council, unless requested by a majority of the City Council or by the City Manager.
- 6.2 Signing.** The Mayor and City Clerk sign all ordinances and/or resolutions approved by the City Council, immediately following the meeting. In addition, the City Attorney signs all ordinances. If the Mayor is unavailable, the Deputy Mayor signs the ordinances and/or resolutions.
- 6.3 Ordinances.** The following shall apply to the introduction, adoption and/or amendment of all ordinances:
- A. First Reading of Ordinances.** An ordinance shall be scheduled for first reading at any regular or special City Council meeting. A majority of the City Council may direct the City Manager to prepare any amendments to the ordinance for consideration during second reading and adoption.
  - B. Second Reading/Adoption of Ordinances.** An ordinance that has previously been introduced for first reading may be scheduled for second reading and adoption at any regular or special City Council meeting as either regular business or as a part of the consent agenda.  
  
Any amendments that a majority of the City Council has directed the City Manager to prepare will be included as proposed amendments in the City Council packet for the City Council's consideration. If further amendments (other than clerical, punctuation, or other non-substantive amendments) are requested at second reading, the ordinance may be continued to the next regular City Council meeting for adoption.
  - C. Exceptions.** Sections A and B above shall not apply to:
    1. Any housekeeping ordinances that the City Manager recommends be adopted at first reading;
    2. Any budget ordinances; or
    3. Any ordinances that the City Council determines require an effective date precluding a second reading.

This Rule shall not apply to public emergency ordinances, necessary for the protection of public health, public safety, public property, or public peace consistent with [RCW 35A.11.090](#).

## SECTION 7. CITY COUNCIL & STAFF COMMUNICATION GUIDELINES

Governance of a City relies on the cooperative efforts of elected officials, who provide oversight and set goals, policy, and priorities, and City staff, which analyze problems and issues, make recommendations, and implement and administer the City Council's policies and priorities consistent with the City Council goals.

The following are general guidelines to help facilitate effective communications between the City Council and City staff:

- A.** Channel communications through the appropriate City staff.
- B.** All Councilmembers should have the same information with which to make decisions.
- C.** Depend upon the staff to respond to community concerns and complaints as fully and as expeditiously as practical.
- D.** The City Council sets the direction and policy – City staff is responsible for administrative functions and City operations.
- E.** To provide the City Council with timely information, Councilmembers should submit questions on agenda items to the City Manager and Director in advance of the City Council meeting.
- F.** Respect the will of the “full” City Council.
- G.** Depend upon the staff to make independent and objective recommendations.
- H.** The City Manager and staff are supporters and advocates for the adopted City Council policy.
- I.** Refrain from publicly criticizing an individual employee. Criticism is differentiated from questioning facts or the opinion of staff.
- J.** Seeking political support from staff is not appropriate.
- K.** Support life-family-work balance.

Appendix D to these Rules contains the standalone City Council-Staff Communications Guidelines document and provides greater detail about each guideline listed above.

## SECTION 8. CITY ADVISORY BOARDS AND COMMISSIONS

- 8.1** Mercer Island's advisory boards and commissions provide an invaluable service to the City. Their advice on a wide variety of subjects aids the City Council in the decision-making process. Effective resident participation is an invaluable tool for local government.
- 8.2** These advisory bodies originate from different sources. Some are established by [Title 3](#) of the Mercer Island City Code while others are established by motion or ordinance of the City Council. It is at the discretion of the City Council as to whether any advisory body should be established by ordinance. The following advisory boards and commissions are established:
- A.** Design Commission
  - B.** Planning Commission
  - C.** Utility Board
  - D.** Mercer Island Arts Council
  - E.** Open Space Conservancy Trust Board
  - F.** Parks & Recreation Commission
- 8.3** Each board and commission shall adopt rules of procedure (or bylaws) to guide governance of their board or commission, including the number of meetings unless set forth in a resolution or ordinance or unless the number of meetings adversely impacts City staff resources, as determined by the City Manager.
- 8.4** The City Council may dissolve any advisory body that, in their opinion, has completed its working function or for any other reason.
- 8.5** Lengths of terms vary from one advisory body to another, but in all cases overlapping terms are intended.
- 8.6** All meetings of advisory bodies are open to the public in accordance with Chapter 42.30 RCW, [Open Public Meetings Act](#), and require a minimum 24-hour advance notice.
- 8.7** Members may be removed, from any advisory board or commission, prior to the expiration of their term of office, in accordance with the provisions of the ordinance or resolution establishing such advisory board or commission.
- 8.8** All members of advisory boards and commissions shall sign a statement acknowledging they have received, read, and agree to be bound by the City's code of ethics MICC Chapter 2.60 and RCW Chapter 42.23. The City shall provide new members training on the Code of Ethics.
- 8.9** The City Council transmits referrals for information or action through the City Manager and the City Council liaison to the advisory boards and commissions. Staff Liaisons, on



behalf of advisory boards and commissions transmit findings, recommendations, reports, etc., to the full City Council as part of the City Council Agenda Packet.

- 8.10** The City Manager shall appoint City staff to assist advisory boards and commissions. City staff are not employees of that body and take direction only from the Department Director or the City Manager. Boards and commissions shall not direct City staff to perform research, gather information, or otherwise engage in activities involving projects or matters that are not listed on the work plan unless approved by the City Council or City Manager.
- 8.11** Annually, staff for the Parks and Recreation Commission, Planning Commission, and Open Space Conservancy Trust Board shall develop a draft work plan and present the work plan to the City Council for review, possible amendments, and approval.
- 8.12 Appointment Process.** Annually, the City Clerk will advertise for applicants to fill expiring positions on the boards and commissions as follows, unless otherwise provided by law:
- A.** Available positions are advertised.
  - B.** Once the application deadline has passed, all applications received by the deadline will be forwarded to the City Council for review.
  - C.** The City Clerk will include the appointment process on the agenda for the next regularly scheduled City Council meeting.
  - D.** The City Clerk will prepare a ballot for each board or commission, listing applicants alphabetically by last name.
  - E.** The voting process for appointment to each board and commission shall be as follows:
    - 1. Each City Councilmember completes a written ballot, casting a vote for the identified open seat on the board or commission. If there is more than one open seat on a board or commission, then each position will be voted on separately. If there are multiple positions open for a given Board or Commission, the position(s) with the longest term shall be voted on first.
    - 2. The City Clerk will collect the ballots, tally the votes, and read aloud the votes and outcome of the voting process.
    - 3. The applicant that receives the most votes, provided they have received a minimum of four votes, will be appointed to the open seat on the board or commission. In the event of a tie or if no applicant receives four votes, the procedures in Section 8.12(E)(4) and (5) shall be followed.
    - 4. If no applicant receives a minimum of four votes, a second round of voting will take place utilizing the following process:
      - a. Applicants receiving one or no votes in the first round will be dropped from the ballot and Councilmembers will re-vote on the remaining applicants. If more than one candidate has only one vote, the Mayor will recommend an appropriate procedure for breaking the tie, subject to approval by the Council.

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

### 8.13 Vacancies.

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

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

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

- A. Attend meetings of the board or commission on a regular basis and sit at the table or dais, as applicable.

- B.** Participate in discussion and debate of the board or commission, but not vote on any matter (except for the Open Space Conservancy Trust as the City Council Liaison is a voting member).
- C.** Represent the majority City Council position, if known.
- D.** Participate in a manner that will not intimidate or inhibit the meetings and operations of the board or commission. Make comments in a positive manner to promote positive interaction between the City Council and the board or commission.
- E.** Be prepared to give the City Council regular and timely reports at regular City Council meetings. Take the lead on discussion items before the City Council which pertain to the assigned board or commission.
- F.** Provide input to the City Council regarding potential candidates for appointment to the board or commission.

## SECTION 9. CITY COUNCIL COMMITTEES

- 9.1** City Council committees, which are created by the City Council, operate as policy review and discussion arms of the City Council. The committees enable City staff to obtain early feedback from representative members of the City Council on issues affecting public policy prior to their presentation to the full City Council. City Council Committees are expected to anticipate the full range of considerations and concerns related to various policy questions.
- 9.2** Committees do not replace the City Council as final decision makers on behalf of the full City Council. City Council Committees give no staff direction on administrative matters, specific assignments, or work tasks. Any discussion or feedback expressed or received at a Committee meeting should not be construed or understood to be a decision by or for the full City Council.
- 9.3** There are two forms of City Council Committees:
- A.** Standing Committees: these are permanent and meet regularly on policy matters pertaining to the designated subject.
  - B.** Ad Hoc Committees: these are short-term in nature and advise on a specific policy matter or concern. Ad hoc committees will be dissolved upon completion of the intended purpose and objectives.
- 9.4** Committees will be established by a charter containing the purpose, objectives, responsibilities, duration, membership, and meeting schedule.
- 9.5** Committee appointments (chairs and members) shall be made by the Mayor (in consultation with the Deputy Mayor). The Mayor will consider the interests and requests of individual Councilmembers in making committee assignments. No more than three (3) Councilmembers shall serve on any committee.
- 9.6** Committees will have staff support assigned by the City Manager. Staff will work with the committee chairs to set agendas, provide support materials, and prepare reports.
- 9.7** In January of even years, the Mayor, in consultation with the Deputy Mayor, will review committees for relevancy and make appointments or reassignments, as necessary. The City Clerk will maintain the list of appointments (City Council Liaison Appointments) to established committees.

## SECTION 10. SUSPENSION AND AMENDMENT OF RULES

- 10.1** Any provision of these rules not governed by state law or ordinance, may be temporarily suspended by a two-thirds (2/3) majority vote of the City Council.
- 10.2** These rules may be amended, or new rules adopted, by a majority vote of the City Council.

## SECTION 11. SANCTIONS FOR RULE VIOLATIONS

**11.1** Councilmembers may be sanctioned for violation of these Rules in any of the following ways:

- A. Executive Session.** Two (2) or more Councilmembers may call an executive session under RCW 42.30.110(f) to discuss complaints brought against a public officer.
- B. Public Censure.** If a majority of the City Council supports public censure, the Mayor shall, during a regular City Council meeting, state in detail the Rule(s) violated and the Councilmember's conduct resulting in violation of the Rule. The Councilmember who is the subject of the sanction shall have the opportunity to rebut. If the Mayor is the Councilmember who is subject of the sanction, then the Deputy Mayor shall preside over the public censure.
- ~~**C. Liaison Termination.** The Mayor, in consultation with the Deputy Mayor, (provided the Deputy Mayor is not the Councilmember who is the subject of the sanction), may terminate standing committee, ad hoc committee, board, commission, or other liaison assignments. If the Mayor is the Councilmember who is subject of the sanction, then the liaison termination decision shall vest in the Deputy Mayor; and/or~~
- D.C. Other.** Any other appropriate action decided by a majority of the City Council.

## APPENDIX A

### PARLIAMENTARY RULES AND MOTIONS

- (1) Following the presentation of the item and questions of staff, a motion should be made before Council begins discussion so as to frame and guide the discussion.
- (2) If a motion does not receive a second, it dies and will not be included in the minutes. Motions that do not need a second, include: nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.
- (3) When making motions, be clear and concise and do not include arguments for the motion within the motion.
- (4) No comments may be made or heard until there is a second on the motion.
- (5) After a motion and second, the Mayor will indicate the names of the Councilmembers making the motion and second.
- (6) When the City Council concurs or agrees to an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion. Councilmembers may object to such summary if any feel the summary does not reflect the City Council consensus.
- (7) If the maker of a motion wishes to withdraw their motion, the Mayor shall ask the City Council if there is any objection to the maker withdrawing their motion. If none, the motion is withdrawn. If there is objection, the City Council will vote whether the motion can be withdrawn. The text of the withdrawn motion and the fact of its withdrawal will not be included in the minutes.
- (8) A **motion to table** is undebatable and shall preclude all amendments or debates of the issue under consideration. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future regular or special meeting at which time discussion will continue; and if an item is tabled, it cannot be reconsidered at the same meeting.
- (9) A **motion to postpone to a certain time** is debatable as to the reason for the postponement but not to the subject matter of the motion, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future regular or special City Council meeting.

- (10) A **motion to postpone indefinitely** is debatable as to the reason for the postponement as well as to the subject matter of the motion; is not amendable and may be reconsidered at the same meeting only if it received an affirmative vote.
- (11) A **motion to call for the question** shall close debate on the main motion and is undebatable. This motion must receive a second and fails without a two-thirds' (2/3) vote; debate is reopened if the motion fails.
- (12) A **motion to amend** is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- (13) Motions that cannot be amended, include motion to adjourn, agenda order, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order.
- (14) Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- (15) The motion maker, Mayor, or City Clerk should repeat the motion prior to voting.
- (16) All votes of the City Council will be conducted by roll call voting.
- (17) When voting Councilmembers will reply with "aye," "nay," or "abstain" and shall refrain from additional comments about the motion or their vote.
- (18) At the conclusion of any vote, the Mayor will announce the results of the vote.
- (19) A motion that receives a tie vote is deemed to have failed.
- (20) When a question has been decided, any Councilmember who voted in the majority may move for reconsideration.
- (21) A **motion for reconsideration** can only be made by someone who voted on the prevailing side, and it must be made on the same day that the vote to be reconsidered was taken. All action that might come out of the original motion is stopped at the time that reconsider is made and seconded.



## APPENDIX B

### CITY COUNCIL MEETING CODE OF CONDUCT

The Mercer Island City Council welcomes the public to the City Council meetings and dedicates time at these meetings to hear from the public on agenda items and other issues of concern.

It is important for all community members to feel welcome and safe during City Council meetings. Audience members will be expected to treat all attendees with respect and civility.

#### 1. **Appearances Ground Rules:**

Appearances is the time set aside for individuals to speak to the City Council about any issue during a City Council meeting. The ground rules are:

- A. Each person wishing to address the City Council should register with the City Clerk by 4 pm on the day of the City Council meeting.
- B. Please (1) speak audibly, (2) state your name and city of residence for the record, and (3) limit your comments to three minutes.
- C. Traditionally, the City Council does not respond to comments made at the meeting, but will follow up, or have staff follow up, with the speaker if needed.
- D. Comments should be addressed to the entire City Council, not to individual Councilmembers, staff members, or the audience.
- E. Audience members should refrain from applause, video comments, or disapproval of individuals' comments.
- F. Any person who makes personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the City Council, may be requested to leave the meeting.
- G. The City Council cannot accept comments on any campaign-related matters (elections for individual offices or ballot propositions) except under specific circumstances where consideration of a ballot measure is on the City Council agenda. [RCW 42.17A.555](#).

#### 2. **General Rules:**

- A. Please silence cell phones, computers, tablets, and cameras while in the City Council meetings.
- B. Please limit conversations in the audience seating area. You may be asked to step into the lobby to continue a conversation.

## APPENDIX C

### PROCESS TO FILL A MERCER ISLAND CITY COUNCIL VACANCY

#### **PURPOSE**

To provide guidance to the City Council when a Mercer Island Councilmember position becomes vacant before the expiration of the official's elected term of office.

#### **APPOINTMENT PROCESS**

A City Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010. Under authority of RCW 42.12.070, the remaining members of the City Council are vested with the responsibility for appointing a qualified person to fill the vacant position. Accordingly, the process should include all of the remaining Councilmembers in the City Council interviews, deliberations, and votes to appoint someone to fill the vacant position.

The City Council should direct the City Manager to begin the Councilmember appointment process and establish an interview and appointment schedule, so that the position is filled at the earliest opportunity. After the schedule is established, staff will notify applicants of the location, date, and time of the interviews.

Applications received by the deadline date and time will be copied and circulated to Councilmembers.

#### **NOTIFICATIONS AND SCHEDULING**

The notice of vacancy shall be posted on the City's website and published at least two times in the Mercer Island Reporter.

The City Council shall determine a regular meeting or set a special meeting for interviewing candidates and possibly appointing someone to the vacant position.

Interviews and the appointment process may be continued to another day if any Councilmember is not able to attend or if the selection process is not concluded.

#### **INTERVIEWS**

Each applicant shall be given three to five minutes to introduce themselves and present their credentials and reasons for seeking appointment to the City Council. They shall also address the answers to these questions during their allotted time:

1. Why do you want to serve on the City Council?
2. What experiences, talents or skills do you bring to the City Council and community that you would like to highlight?

3. Are there any regional issues or forums in which you have a particular interest or expertise? (e.g., transportation, water supply, human services, water quality, fiscal management, solid waste, parks & open space, etc.)
4. Do you want to serve on the City Council because of a particular local issue on which you want to work or are your interests more broadly distributed?

The City Council reserves the right to ask additional questions of candidates during the interview.

At the close of City Council questions, applicants will be afforded an opportunity to comment on any additional issues relevant to their candidacy.

The applicants' order of appearance will be determined by a random lot drawing.

### **DELIBERATIONS AND VOTING**

Upon completion of the interviews, and as provided in the Open Public Meetings Act at RCW 42.30.110(1)(h), Councilmembers may convene into executive session to evaluate the qualifications of the applicants. However, all interviews and final action appointing a person to fill the vacancy shall be in a meeting open to the public.

In open session, the Mayor shall ask for nominations from the Councilmembers. No second to the motion is needed. Nominations are closed by a motion, a second and a majority vote of the City Council.

The Mayor may poll the City Council to ascertain that Councilmembers are prepared to vote. The City Clerk shall proceed with a roll-call vote.

Nominations and voting will continue until a nominee receives a majority vote of the remaining Councilmembers.

At any time during the election process, the City Council may postpone elections until another open meeting if a majority vote has not been received, or if one of the remaining Councilmembers is not able to participate in a particular meeting.

The Mayor shall declare the nominee receiving the majority vote of all of the remaining Councilmembers as the new Councilmember who shall be sworn into office at the earliest opportunity, or no later than the next regularly scheduled City Council meeting.

Under RCW 42.12.070(4), if the City Council fails to appoint a qualified person to fill the vacancy within 90 days of the occurrence of the vacancy, the authority of the City Council to fill the vacancy ends and the King County Council is given the authority to fill the vacancy.

## APPENDIX D

### CITY COUNCIL-STAFF COMMUNICATIONS GUIDELINES

Governance of a City relies on the cooperative efforts of elected officials, who provide oversight and set goals, policy, and priorities, and City staff, which analyze problems and issues, make recommendations, and implement and administer the City Council's policies and priorities consistent with the City Council goals. The following are general guidelines to help facilitate effective communications between the City Council and City staff.

**A. Channel communications through the appropriate City staff.**

While any staff member is available to answer Councilmember questions and requests for information, the City Manager is the primary information liaison between the City Council and City staff as outlined in [RCW 35A.13](#). Questions of City staff should be directed to the City Manager and Department Directors. When a Councilmember makes a request to a particular staff member, it is important to inform/copy the City Manager. In addition, staff will inform/copy the City Manager so that the City Manager is aware of the Councilmember's requests and needs.

**B. All Councilmembers should have the same information with which to make decisions.**

When one Councilmember has an information request, the response will be shared with all members of the City Council so that each member may be equally informed.

**C. Depend upon the staff to respond to concerns and complaints as fully and as expeditiously as practical.**

A key value in the City's organizational culture is providing quality customer service. Rely on staff to solve customer problems and concerns.

**D. Operational/Maintenance Complaints.**

The Public Works Team handles a variety of complaints including, water leaks, missing manhole covers, potholes, tree or street/stop sign down, etc. During business hours call (206) 275-7608 or file an online report with MI-Connect (<https://www.mercerisland.gov/publicworks/page/submit-service-request>). In the evening or on weekends, a member of the City's 24-hour Customer Response Team (CRT) can be dispatched by calling (425) 577-5656 (NORCOM Dispatch). Staff will follow-up with the Councilmember as to the outcome of the problem or concern.

**E. Code Compliance Complaints.**

The Community Planning & Development Code Compliance team answers questions and investigates complaints on a wide variety of issues, including zoning, building, and nuisance violations. If you have a complaint, please complete a Code Compliance Request Form, and fill it out as completely as possible. Go to <https://www.mercerisland.gov/cpd/webform/code-compliance-request-form> to complete an online form or download or print the form and attach it to an email to

[codecompliance@mercergov.org](mailto:codecompliance@mercergov.org). You may also come to City Hall to drop off or complete a paper copy. Using this form will give staff the information needed to review and process the complaint.

**F. Complaints/Concerns Directed to City Council.**

Often City Council will receive customer letters or emails directly. Due to limited staff resources to handle the amount of correspondence, these are disseminated to the appropriate department to prepare a formal response on behalf of the City Council. On occasion, a letter or email is directed specifically to a Councilmember. The Councilmember may choose to work directly with the City Manager or designee to provide a response. All correspondence is copied to all members of the City Council, regardless of whom it was addressed to.

**G. The City Council sets the direction and policy – City staff is responsible for administrative functions and City operations.**

The role of the City Council is as the legislative body. The City Council is responsible for approving the budget, setting the vision and goals, and adopting policy and strategic plans. The primary functions of staff are to execute the City Council policy and actions taken by the City Council and to keep the City Council informed. Staff is obligated to take guidance and direction only from the City Manager or Department Director.

Individual Councilmembers should not knowingly or willfully interfere with the administration of City business including, but not limited to, coercing, or influencing staff in the selection of personnel or consultants, the awarding of contracts, the processing of development applications, licenses, permits, or public records requests, and the interpretation and implementation of the City Council policy.

**H. To provide the City Council with timely information, Councilmembers should submit questions on agenda items to the City Manager and Director in advance of the City Council meeting.**

Councilmembers are encouraged to submit their questions on agenda items to the City Manager as far in advance of the meeting as possible so that staff can be prepared to respond before or at the City Council meeting. Having a practice of “no surprises” between the City Council and City staff and vice versa fosters a productive working relationship.

**I. Respect the will of the “full” City Council.**

City staff will make every effort to respond in a timely and professional manner to all requests for information or assistance made by individual Councilmembers. However, if a request reaches a certain degree either in terms of workload or policy, it will need to come before the “full” City Council. The City Manager takes direction from the full City Council and not from individual Councilmembers. If this should occur, the City Manager will prepare a memorandum or email to the City Council informing them of the request. The City Manager will consult with the Mayor, Deputy Mayor, and Councilmember with the request

to determine when it is appropriate to bring it before the full City Council for discussion and direction.

**J. Depend upon the staff to make independent and objective recommendations.**

Staff is expected to provide its best professional recommendations on issues, providing information about alternatives to staff recommendations, as appropriate, as well as pros and cons for recommendations and alternatives. Sometimes staff may make recommendations that may be unpopular with the public and Councilmembers. When this occurs, please refrain from attacking the messenger. Staff respects the role of the City Council as policy makers for the City and understands that the City Council must consider a variety of opinions and community values in their decision-making in addition to staff recommendations.

**K. The City Manager and staff are supporters and advocates for adopted City Council policy.**

Regardless of whether it was staff's preferred recommendation or not, staff will strongly support the adopted City Council policy and direction, even if this may cause concern by the City Council minority on controversial issues.

**L. Refrain from publicly criticizing an individual employee. Criticism is differentiated from questioning facts or the opinion of staff.**

All critical comments about staff performance should be made only to the City Manager through private correspondence or conversation.

**M. Seeking political support from staff is not appropriate.**

The City is a non-partisan local government. Neither the City Manager nor any other person in the employ of the City shall take part in securing or contributing any money toward the nomination or election of any candidate for a municipal office. In addition, some professionals (e.g., City Manager, the Chief of Administration, Chief of Operations, and the City Clerk) have professional codes of ethics, which preclude politically partisan activities or activities that give the appearance of political partisanship.

**N. Support life-family-work balance.**

In a 24-hour, mobile accessible world, expectations for staff to always be available can emerge. However, this expectation is unsustainable. Staff will respond to nonemergency emails or phone messages during business hours only.

*(April 2021)*

## APPENDIX E

### HOW DOES THE CITY USE NEXTDOOR.COM?

NextDoor is a nationwide platform designed to encourage civil neighbor-to-neighbor interaction and discourse online, focused on highly local topics. The City joined NextDoor in October 2014 and uses its account to make general announcements, advertise meetings, solicit public engagement, provide crime and storm updates, highlight achievements, and more. The platform does not function in the same manner as the City's other social media outlets (i.e., Facebook, Twitter, Instagram). NextDoor is not a City-controlled page, but rather a private membership network that functions more like an online community bulletin board. The City merely has an official presence on the platform via its "Agency Account," but by design, NextDoor tightly limits Agency Accounts in important ways.

Most notably, the City can only see its own posts and replies to them, while ALL other neighbor-to-neighbor content is hidden. This is intended to prevent eavesdropping by the City on local discussions. The last name of anyone replying to a City post is just replaced with an initial and is not spelled out.

In addition, because the City is required to maintain public records of social media to comply with the Public Records Act, the City uses ArchiveSocial to backup Facebook, Instagram, Twitter, YouTube, and other accounts to retrieve records if requested. Unfortunately, NextDoor does NOT allow access by automated archiving services. Instead, the City must execute a complicated manual export process that can be refined only by date range (not topic, or subject line, etc.). This lack of archiving access to NextDoor makes it extremely difficult and potentially risky for Councilmembers and staff to post about City business or to reply to other posts, as they are unable to be captured in a manner that is suitable for responding to public records requests or in a manner that it can be deleted after meeting the required retention period.

If Councilmembers post on NextDoor about official City business, they must capture the text of the original post and all comments. If they comment on a post, they must capture the original post, all comments before AND after their comment. The City Clerk can provide additional guidance regarding public records retention requirements for NextDoor posts/comments.

*(July 2019)*



# 2023 PLANNING SCHEDULE

Item 9.

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 7, 2023		DD	FN	CA	Clerk	CM
ABSENCES:		2/24	2/27	2/27	2/28	2/28
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
	NO STUDY SESSION THIS NIGHT					
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: February 24, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB 6229: Acceptance of WSU/Dept Commerce Energy Efficiency Grant (Heat Pump Campaign) (placeholder)			Jason Kintner/Ross Freeman		
--	AB xxxx: Second reading of Ordinance No. 23C-02 (renews Ordinance No. 21C-23) on interim regulations in MICC 19.16.010 related to emergency shelters and housing, transitional housing, and permanent supportive housing in response to E2SHB 1220			Jeff Thomas/Alison Van Gorp		
--	AB xxxx Open Space Conservancy Trust 2022 Annual Report to City Council and 2023 Work Plan			Jason Kintner/Alaine Sommargren/Sam Harb		
REGULAR BUSINESS						
15	AB xxxx: First reading of Ordinance No. XX-XX to repeal Ordinance No. 20C-20 ending the 2.7% Interim Utility Tax on City utilities.			Matt Mornick		
60	AB xxxx: Climate Action Plan: Review Draft Document			Jason Kintner/Ross Freeman		
20	AB xxxx: Bike Skills Area Design (placeholder)			Jason Kintner/ Sarah Bluvas		
EXECUTIVE SESSION						

MARCH 21, 2023		DD	FN	CA	Clerk	CM
ABSENCES:		3/10	3/13	3/13	3/14	3/14
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
30	AB xxxx: King County Waste Tipping Fee Increase (placeholder)			Jason Kintner/Ross Freeman		
30	AB xxxx: Mobile Integrated Health Program Update			Ali Spietz/Tambi Cork/DC Doug McDonald		
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: March 10, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Climate Action Plan: Final Adoption (likely moving to April 4)			Jason Kintner/Ross Freeman		
--	AB xxxx: Second reading of Ordinance No. XX-XX to repeal Ordinance No. 20C-20 ending the 2.7% Interim Utility Tax on City utilities			Matt Mornick		



**REGULAR BUSINESS**

90	AB xxxx: Town Center Parking Study – Review Draft Report	Sarah Bluvas/Jason Kintner/ Jeff Thomas/Ed Holmes/Mike Seifert
<b>EXECUTIVE SESSION</b>		

**APRIL 4, 2023**

ABSENCES:

DD  
3/24FN  
3/27CA  
3/27Clerk  
3/28CM  
3/28**ITEM TYPE | TIME | TOPIC****STAFF****STUDY SESSION**

60	AB xxxx: Police Department Annual Report	Ed Holmes
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**SPECIAL BUSINESS**

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**CONSENT AGENDA**

--	AB xxxx: March 24, 2023 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: Autism Acceptance Month, Proclamation No. xxx	Mayor Nice/ Andrea Larson
--	AB xxxx: Climate Action Plan: Final Adoption (alternative to Mar 21)	Jason Kintner/Ross Freeman
--	AB xxxx: Sexual Assault Awareness Month, Proclamation No. xxx	Mayor Nice/Andrea Larson

**REGULAR BUSINESS**

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**EXECUTIVE SESSION**

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**APRIL 18, 2023**

ABSENCES:

DD  
4/7FN  
4/10CA  
4/10Clerk  
4/11CM  
4/11**ITEM TYPE | TIME | TOPIC****STAFF****STUDY SESSION**

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**SPECIAL BUSINESS**

--	--	--

**CONSENT AGENDA**

--	AB xxxx: April 7, 2023 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: Earth Day Proclamation No. xxx	Jason Kintner/Ross Freeman
--	AB xxxx: Town Center Parking Study Final Report Adoption	Sarah Bluvas/Jason Kintner/ Jeff Thomas/Ed Holmes/Mike Seifert

**REGULAR BUSINESS**

30	AB xxxx: Financial Status Update: FY 2022 Year-End and Budget Amending Ordinance (Ord. No. 23-xx)	Matt Mornick/Ben Schumacher
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30	AB xxxx: Ordinance amending the Mercer Island City Code Title 17, Construction Codes to implement the 2021 Amendments to the State Building Code (First Reading Ord. No. 23C-xx)	Jeff Thomas/Don Cole/Jeromy Hicks
<b>EXECUTIVE SESSION</b>		

Item 9.

MAY 2, 2023		DD	FN	CA	Clerk	CM
ABSENCES:		4/21	4/24	4/24	4/25	4/25
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: April 21, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Affordable Housing Week (Proclamation No. xxx)			Mayor Nice/Andrea Larson/Alison Van Gorp		
--	AB xxxx: Ordinance amending the Mercer Island City Code Title 17, Construction Codes to implement the 2021 Amendments to the State Building Code (Second Reading Ord. No. 23C-xx)			Jeff Thomas/Don Cole/Jeromy Hicks		
REGULAR BUSINESS						
60	AB xxxx: 2024-2029 Six-Year Transportation Improvement Program (TIP) Review (Public Hearing)			Jason Kintner/Patrick Yamashita/Lia Klein		
EXECUTIVE SESSION						

MAY 16, 2023		DD	FN	CA	Clerk	CM
ABSENCES:		5/5	5/8	5/8	5/9	5/9
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: May 5, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		
	AB xxxx: Public Display of Fireworks Permit Issuance – Summer Celebration			Ben Lane/Jeromy Hicks		
REGULAR BUSINESS						
15	AB xxxx: Financial Status Update for the First Quarter 2023 and Budget Amending Ordinance (Ord. No. 23-xx)			Matt Mornick/Ben Schumacher		
EXECUTIVE SESSION						