



# CITY OF MERCER ISLAND

## CITY COUNCIL REGULAR VIDEO MEETING

Tuesday, July 21, 2020 at 5:00 PM

### COUNCIL MEMBERS:

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

### LOCATION & CONTACT:

Mercer Island City Hall - Council Chambers  
9611 SE 36th Street | Mercer Island, WA 98040  
Phone: 206.275.7793 | [www.mercergov.org](http://www.mercergov.org)

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

### VIRTUAL MEETING NOTICE

The virtual meeting will be broadcast live on MITV Channel 21 and live streamed on the City's YouTube Channel at <https://www.youtube.com/c/mercerislandcouncil>

**A Note About Registering to Speak:** Individuals wishing to speak live during Appearances and/or the Public Hearing will need to register their request with the City Clerk at 206.275.7793 or email [deb.estrada@mercergov.org](mailto:deb.estrada@mercergov.org) and leave a message before 4 p.m. on the day of the Council meeting. Please reference "Appearances for July 21 Council Meeting" on your correspondence. The City Clerk will call on you by name or telephone number when it is your turn to speak.

**Join by Telephone at 5:30 PM:** To listen to the meeting or speak live under Appearances and/or the Public Hearing via telephone, please call **253.215.8782** and enter Webinar ID **823 4829 2374** and **Password 851646** when prompted. The City Clerk will call on you by name or by your telephone number when it is your turn to speak. Please unmute your phone.

**Join by Internet at 5:30 PM:** To watch the meeting over the internet or speak live under Appearances and/or the Public Hearing, via your computer microphone, 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 **823 4829 2374**
- 4) Enter Password **851646**
- 5) The City Clerk will call on you by name or refer to your email address when it is your turn to speak. Please confirm that your audio works prior to participating.

**Submitting Written Comments:** Written comments may be submitted at the Mercer Island [Lets Talk Council Connects](#) page. Written comments received by 4pm on July 21, 2020 will be forwarded to all Councilmembers and a brief summary of the comments will be included in the minutes of the meeting.

**For the safety and wellbeing of the public and staff,** the City strongly recommends that people attend the meeting by viewing the live feed of the video conference on the City's [YouTube Channel](#), or on [MI-TV Channel 21](#).

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### EXECUTIVE SESSION, 5:00 PM

To discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(1)(i) for approximately 30 minutes.

### CALL TO ORDER & ROLL CALL, 5:30 PM

### PLEDGE OF ALLEGIANCE

### AGENDA APPROVAL

## SPECIAL BUSINESS

### CITY MANAGER REPORT

#### APPEARANCES

#### CONSENT CALENDAR

1. Approve **Accounts Payable Report** for the period ending July 10, 2020 in the amount of \$865,718.75
2. Claims Reporting for **Electronic Funds Transfers** for the month ending July 31, 2020 in the amount of \$2,297,102.01
3. Certification of **Payroll** dated July 17, 2020 in the amount ending \$700,579.13
4. Approve **Minutes**:
  - A) June 16, 2020 Regular Video Meeting
  - B) July 7, 2020 Regular Video Meeting
5. AB 5725: West Mercer Way Pedestrian Crossings Bid Award  
**Recommended Action:** Award the West Mercer Way Pedestrian Crossings project to Kamins Construction in the amount of \$190,183.50. Set the total project budget to \$385,104 and direct the City Manager to execute the construction contract.
6. AB 5722: Renew Interlocal Agreement with King County for the CDBG and HOME Consortiums  
**Recommended Action:** Authorize the automatic renewal of the interlocal agreement with King County for the Community Development Block Grant consortium and the HOME Investment Partnerships Program consortium.

#### REGULAR BUSINESS

7. AB 5729: Town Center Moratorium (**Public Hearing**)  
**Recommended Action:**
  - A) Conduct the public hearing.
  - B) Review and discuss the scope of the moratorium. Provide direction to staff regarding any amendments to the scope of the moratorium.
  - C) Discuss the basis for establishing the Town Center moratorium and direct staff to prepare Findings of Fact for City Council review and adoption.
8. AB 5727: YFS Foundation Donation Acceptance and YFS Fund Update  
**Recommended Action:** Authorize the City Manager to accept \$102,600 from the YFS Foundation to restore the services as previously described for the remainder of 2020.
9. AB 5717: CARES Act Coronavirus Relief Funds Grant Acceptance  
**Recommended Action:** Authorize the City Manager to accept CARES Act Coronavirus Relief Funds from Washington State in the amount of \$734,100. Appropriate the full amount to support the City's emergency operation in response to the Pandemic through December 31, 2020.
10. AB 5732: Adoption of Resolution No. 1584 Related to Ending the Proposed Mercer Island Commuter Parking Mix Use Project.  
**Recommended Action:** Adopt Resolution No. 1584 confirming the end of the proposed Mercer Island Commuter Parking and Mixed-Use Development Project and directing the City Manager to conclude the City's relationship with MainStreet under the MOU.
11. AB 5728: Repeal of the Multifamily Housing Property Tax Exemption program (2nd Reading)  
**Recommended Action:** Adopt Ordinance No. 20C-14.
12. AB 5718: Automated License Plate Readers  
**Recommended Action:** Alternative actions are provided for City Council consideration below.
  - A) Authorize the appropriation of \$86,907 from the federal seizure funds and the Equipment & Technology Fund to purchase and install three ALPR systems in the Police Department vehicles.
  - B) Defer the decision on the purchase of the ALPR system to the 2021-2022 budget discussions, scheduled to begin Fall 2020.
  - C) Take no further action.

[13.](#) AB 5731: Mayors Call to Action Pledge to Address Police Use of Force Policies

**OTHER BUSINESS**

[14.](#) Planning Schedule

15. Councilmember Absences & Reports

**ADJOURNMENT**

CERTIFICATION OF CLAIMS

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



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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	203994-204104	7/10/2020	\$ 865,718.75 <b>\$ 865,718.75</b>

## Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: 001000 - General Fund-Admin Key</b>				
	00204079	Lee, Joung	B&O REFUND	179.99
P0108112	00204071	HAJARI, JAGDISH	Refund Rental FA-4280	175.00
P0108111	00204083	MINDFULNESS NORTHWEST	Rental cancelled due to COVID-	169.00
<b>Org Key: 402000 - Water Fund-Admin Key</b>				
P0108015	00204013	H D FOWLER	INVENTORY PURCHASES	8,575.02
P0108025	00204009	FERGUSON ENTERPRISES LLC	INVENTORY PURCHASES	6,038.22
P0108075	00204066	FERGUSON ENTERPRISES LLC	INVENTORY PURCHASES	3,661.27
P0108047	00204037	SU, XIAOYUAN	WATER SERVICE REFUND PERMIT 19	1,163.40
P0108065	00204096	TRAFFIC SAFETY SUPPLY	INVENTORY PURCHASES	1,131.90
	00203997	ANN & WILLIAM BURSTINER	REFUND OVERPAY 00941213401	689.83
	00204085	Olson, John	REFUND OVERPAY 00834320002	620.02
	00204090	Rice, Jim	REFUND OVERPAY 00640053003	525.02
	00204008	DANIEL & SARAH CHESTER	OVERPAYMENT ACCT 00413046004	496.08
P0108045	00204034	SACHAN, HITESH & POOJA	WATER SERVICE REFUND PERMIT 18	481.77
	00204102	William Quantz &	REFUND OVERPAY 00517213003	415.53
P0108017	00204038	TRAFFIC SAFETY SUPPLY	INVENTORY PURCHASES	375.51
	00204091	Ryan, Hollis Guill	REFUND OVERPAY 003165800	306.64
P0108019	00204043	USABlueBook	INVENTORY PURCHASES	287.67
	00204039	TROMBOLD, MARY ANN	OVERPAYMENT ACCT 006260290	210.57
	00204016	HUA LI & FAN YANG	OVERPAYMENT ACCT 00673839903	172.98
P0108023	00204012	GRAINGER	INVENTORY PURCHASES	73.56
P0108050	00204023	Les Baron	WATER SERVICE REFUND PERMIT 19	39.59
<b>Org Key: 814074 - Garnishments</b>				
	00204058	CLERK OF COURT	Payroll Early Warrants	1,298.78
	00204042	UNITED STATES TREASURY	PAYROLL EARLY WARRANTS	826.84
<b>Org Key: 814075 - Mercer Island Emp Association</b>				
	00204026	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	250.00
<b>Org Key: CA1100 - Administration (CA)</b>				
P0108057	00204031	OGDEN MURPHY WALLACE PLLC	Professional Services - Invoice	3,390.50
P0108058	00204089	RELX INC DBA LEXISNEXIS	Library Subscriptions - Invoice	348.70
P0108067	00204099	VERIZON WIRELESS	CELL PHONE CHARGES - BIO, LAJU	47.36
<b>Org Key: CM1100 - Administration (CM)</b>				
P0108084	00204098	VERIZON WIRELESS	VERIZON WIRELESS JUNE '20	40.01
<b>Org Key: CM1400 - Communications</b>				
P0107851	00204003	CDW GOVERNMENT INC	Adobe Creative Suite Renewal	1,014.66
<b>Org Key: CO6100 - City Council</b>				
P0108072	00204062	DANIEL, KAMARIA	MITV 6/2 Council Mtg	420.00
P0108072	00204062	DANIEL, KAMARIA	MITV 6/16 Council Mtg	360.00
P0108072	00204062	DANIEL, KAMARIA	MITV 6/9 Council Mtg	300.00
P0108072	00204062	DANIEL, KAMARIA	Transportation	120.00
P0108071	00204078	KUSAK CRYSTAL	Citizen of the Year Award	82.50
<b>Org Key: DS0000 - Development Services-Revenue</b>				
	00204001	Business Group LLC	OVERCHARGED PERMIT FEE	1,076.09
	00204001	Business Group LLC	OVERCHARGED PERMIT FEE	32.28

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<i>Org Key: DS1100 - Administration (DS)</i>				
P0108088	00204098	VERIZON WIRELESS	VERIZON WIRELESS JUNE '20	576.62
P0108085	00204098	VERIZON WIRELESS	VERIZON WIRELESS JUNE '20	431.24
<i>Org Key: FN1100 - Administration (FN)</i>				
P0108067	00204099	VERIZON WIRELESS	CELL PHONE CHARGES - BIO, LAJU	47.36
<i>Org Key: FN2100 - Data Processing</i>				
P0108049	00204029	MORGAN SOUND INC	POWER SUPPLY	232.91
P0108107	00204095	SUPERION LLC	ONESOLUTION GLOBAL CORE IFAS A	56.84
P0108106	00204081	METROPRESORT	JUNE 2020 MONTHLY E-SERVICE PO	50.00
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0108011	00204025	METROPRESORT	JUNE 2020 PRINTING & MAILING O	144.12
P0108011	00204025	METROPRESORT	JUNE 2020 PRINTING & MAILING O	133.17
P0108106	00204081	METROPRESORT	JUNE 2020 PRINTING & MAILING O	68.51
P0108066	00204081	METROPRESORT	JUNE 2020 PRINTING & MAILING O	65.33
P0108106	00204081	METROPRESORT	JUNE 2020 PRINTING & MAILING O	63.06
P0108066	00204081	METROPRESORT	JUNE 2020 PRINTING & MAILING O	60.39
P0108067	00204099	VERIZON WIRELESS	CELL PHONE CHARGES - BIO, LAJU	52.36
P0108067	00204099	VERIZON WIRELESS	CELL PHONE CHARGES - BIO, LAJU	47.36
P0108067	00204099	VERIZON WIRELESS	CELL PHONE CHARGES - BIO, LAJU	40.01
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0108011	00204025	METROPRESORT	JUNE 2020 PRINTING & MAILING O	144.11
P0108011	00204025	METROPRESORT	JUNE 2020 PRINTING & MAILING O	133.16
P0108106	00204081	METROPRESORT	JUNE 2020 PRINTING & MAILING O	68.51
P0108066	00204081	METROPRESORT	JUNE 2020 PRINTING & MAILING O	65.33
P0108106	00204081	METROPRESORT	JUNE 2020 PRINTING & MAILING O	63.06
P0108066	00204081	METROPRESORT	JUNE 2020 PRINTING & MAILING O	60.39
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0108011	00204025	METROPRESORT	JUNE 2020 PRINTING & MAILING O	144.13
P0108011	00204025	METROPRESORT	JUNE 2020 PRINTING & MAILING O	133.17
P0108106	00204081	METROPRESORT	JUNE 2020 PRINTING & MAILING O	68.50
P0108066	00204081	METROPRESORT	JUNE 2020 PRINTING & MAILING O	65.33
P0108106	00204081	METROPRESORT	JUNE 2020 PRINTING & MAILING O	63.07
P0108066	00204081	METROPRESORT	JUNE 2020 PRINTING & MAILING O	60.38
<i>Org Key: FR1100 - Administration (FR)</i>				
P0107985	00204100	WALTER E NELSON CO	Household Supplies - Station 1	1,258.87
P0107985	00204100	WALTER E NELSON CO	Household Supplies - Station 1	1,061.11
P0106836	00204060	COMCAST	FIRE STATION 92 FIBER CIRCUIT	490.15
P0108095	00204061	CULLIGAN SEATTLE WA	Water Service/Fire	321.05
P0107985	00204100	WALTER E NELSON CO	Household Supplies	316.80
P0108097	00204049	ASPECT SOFTWARE INC	Telestaff Monthly Fees	165.00
P0108094	00204082	MI HARDWARE - FIRE	Tools for Station	111.84
P0108040	00204006	COMCAST	Internet Charges/Fire	110.20
P0108039	00204006	COMCAST	Internet Charges/Fire	90.25
<i>Org Key: FR2100 - Fire Operations</i>				
P0108056	00204030	NORCOM 911	Third Quarter 2020 Agency Fees	41,255.50

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P0108087	00204098	VERIZON WIRELESS	VERIZON WIRELESS JUNE '20	1,137.04
P0108096	00204050	AT&T MOBILITY	Firstnet Phone/Station 92	42.93
P0108090	00204098	VERIZON WIRELESS	VERIZON WIRELESS JUN '20	30.90
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0108041	00204024	LIFE ASSIST INC	Station Aid Supplies	655.98
<i>Org Key: GGM001 - General Government-Misc</i>				
P0106836	00204060	COMCAST	CITY HALL BACKUP INTERNET	2,062.35
P0108064	00204053	BRINKS INC	3288234 Revised April Armored	182.55
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0108091	00204063	DEPT OF ENTERPRISE SERVICES	#10 REGULAR ENVELOPES	191.68
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
P0108104	00204064	DEVENY, JAN P	LEOFF1 LTC Expenses	14,406.60
P0108105	00204092	SCHOENTRUP, WILLIAM	FRLEOFF1 Retiree Medical Expen	476.84
P0108051	00204044	WEGNER, KEN	LEOFF1 Retiree Medical Expense	282.50
<i>Org Key: GGM100 - Emerg Incident Response</i>				
P0108078	00204073	HORIZON	FACE MASKS	681.37
P0108042	00204022	Lady 12 LLC	50 COVID-19 face coverings for	500.00
P0108037	00204021	KROESENS UNIFORM COMPANY	400 3-Ply Personal Protective	440.00
P0107985	00204100	WALTER E NELSON CO	Diffense Disinfectant	216.00
P0108037	00204021	KROESENS UNIFORM COMPANY	150 3-Ply Personal Protective	165.00
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0108070	00204099	VERIZON WIRELESS	PAST DUE IGS WIFI, LOANER, MDC	359.45
P0108070	00204099	VERIZON WIRELESS	IGS WIFI, LOANER, MDCI, SPARE	207.40
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0108046	00203995	All Traffic Solutions Inc.	MESSAGE BOARD ON TRAILER WITH	15,475.91
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	5,876.93
P0108044	00204018	KC FINANCE	SIGNAL MAINTENANCE	2,278.40
P0108008	00204040	UNITED RENTALS NORTH AMERICA	MESSAGE BOARD SOLAR	1,232.70
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	12.36
<i>Org Key: MT2150 - Pavement Marking</i>				
P0108065	00204096	TRAFFIC SAFETY SUPPLY	12" "WET PAINT" CONES & 28" CO	2,166.24
<i>Org Key: MT2200 - Vegetation Maintenance</i>				
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	10.60
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	2,783.81
P0108055	00204028	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	233.09
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	14.19
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	12.36
<i>Org Key: MT3000 - Water Service Upsizes and New</i>				
P0108063	00204054	CADMAN INC	5/8"-MINUS ROCK (64.33 TONS)	775.28
<i>Org Key: MT3100 - Water Distribution</i>				
P0106533	00204052	BOLLES CONSTRUCTION INC	EXCAVATION ON CALL	24,618.03
P0106533	00204052	BOLLES CONSTRUCTION INC	EXCAVATION ON CALL	12,023.00

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P0106533	00204052	BOLLES CONSTRUCTION INC	EXCAVATION ON CALL	11,023.05
P0108035	00204007	CORE & MAIN LP	A423 5-1/4VO MULLER HYDRANT W/	3,653.55
P0108077	00204070	H D FOWLER	MISC. PARTS FOR TAPPING MACHIN	2,313.75
P0108016	00204013	H D FOWLER	TAPMATE TOO BASE MACHINE & TOO	1,759.73
P0108063	00204054	CADMAN INC	5/8"-MINUS ROCK (64.33 TONS)	775.28
P0108076	00204070	H D FOWLER	COVER FOR MODEL 2 PAC STATES H	327.73
P0108080	00204069	GRAINGER	LED FLASHLIGHTS	163.88
P0108006	00204010	FERGUSON ENTERPRISES LLC	HYDRANT OUT OF SERVICE BAGS (8	51.49
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	12.36
<i>Org Key: MT3200 - Water Pumps</i>				
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	10.60
<i>Org Key: MT3300 - Water Associated Costs</i>				
	00204032	PAPADEM, KATHERINE	SAFETY BOOTS AND MISC CLOTHES	488.00
P0108020	00204046	WORKWEAR PLACE, THE	MISC. WORK CLOTHES	128.68
<i>Org Key: MT3400 - Sewer Collection</i>				
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	12.36
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	3,329.25
P0108055	00204028	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	38.85
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	12.36
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P0108074	00204101	WHISTLE WORKWEAR	SAFETY BOOTS & MISC. WORK CLOT	450.00
<i>Org Key: MT3800 - Storm Drainage</i>				
P0108048	00204015	HOME DEPOT CREDIT SERVICE	IMPACT WRENCH & SOCKETS	334.24
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	12.36
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0108089	00204098	VERIZON WIRELESS	VERIZON WIRELESS JUNE '20	3,832.68
P0106362	00204057	CINTAS CORPORATION #460	2020 PW COVERALL SERVICE	1,602.48
P0106555	00204097	UTILITIES UNDERGROUND LOCATION	2020 UTILITY LOCATES	325.08
P0106363	00204047	XEROX CORPORATION	2020 COPIER CHARGES	257.18
P0106497	00204059	COMCAST	2020 PW WIFI SERVICE	86.39
<i>Org Key: MT4200 - Building Services</i>				
P0108073	00204088	RAINIER BUILDING SERVICES	JUNE 2020 JANITORIAL SERVICES,	5,126.10
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	4,707.40
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	2,587.60
P0108100	00204086	PACIFIC AIR CONTROL INC	CITY HALL HVAC A/C REPAIR	1,144.81
P0108099	00204086	PACIFIC AIR CONTROL INC	CITY HALL HVAC A/C REPAIR	1,058.20
P0108026	00204004	CHEMAQUA	Water Treatment Program INV 70	874.65
P0108055	00204028	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	647.25
P0108108	00204067	FIRE PROTECTION INC	CITY HALL ALARM TESTING	297.00
P0108079	00204069	GRAINGER	FLEXIBLE METAL HOSE ASSEMBLY 3	115.72
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	10.60
<i>Org Key: MT4300 - Fleet Services</i>				
P0106462	00204011	GOODYEAR TIRE & RUBBER CO, THE	2020 TIRE INVENTORY	3,612.15



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PO #	Check #	Vendor:	Transaction Description	Check Amount
P0108043	00204012	GRAINGER	1 PHASE ELECTRICAL VERTICAL TA	3,710.41
P0108054	00204033	PRIORITY MARINE	Patrol 11 and Patrol 14 Mainte	2,657.63
P0108082	00204065	DON SMALL & SONS OIL DIST CO	OIL DELIVERY	1,100.12
P0108068	00204093	SEATTLE BOAT COMPANY	October 23, 2019 - Patrol 14 F	790.92
P0108068	00204093	SEATTLE BOAT COMPANY	June 6, 2020 - Patrol 14 Fuel	666.71
P0108068	00204093	SEATTLE BOAT COMPANY	Dec 15, 2019 - Patrol 14 Fuel	662.94
P0108068	00204093	SEATTLE BOAT COMPANY	Mar 7, 2020 - Patrol 14 Fuel -	636.81
P0108068	00204093	SEATTLE BOAT COMPANY	June 25, 2020 - Patrol 14 Fuel	628.03
P0108068	00204093	SEATTLE BOAT COMPANY	May 9, 2020 - Patrol 14 Fuel -	576.98
P0108068	00204093	SEATTLE BOAT COMPANY	Feb 21, 2020 Patrol 11 Fuel	559.85
P0108068	00204093	SEATTLE BOAT COMPANY	May 3, 2020 - Patrol 14 Fuel -	443.44
P0108068	00204093	SEATTLE BOAT COMPANY	Mar 31, 2020 - Patrol 11 Fuel	441.80
P0108068	00204093	SEATTLE BOAT COMPANY	Nov 22, 2019 - Patrol 11 Fuel	426.32
P0108068	00204093	SEATTLE BOAT COMPANY	Mar 11, 2020 - MP Boat Fuel -	418.59
P0108068	00204093	SEATTLE BOAT COMPANY	Mar 2, 2020 - Patrol 11 Fuel -	408.87
P0108068	00204093	SEATTLE BOAT COMPANY	May 24, 2020 - Patrol 14 Fuel	407.58
P0108068	00204093	SEATTLE BOAT COMPANY	Apr 29, 2020 - Patrol 11 Fuel	393.12
P0108022	00203994	ALL BATTERY SALES & SERVICE	BATTERIES	422.24
P0108068	00204093	SEATTLE BOAT COMPANY	June 15, 2020 - Patrol 14 Fuel	361.16
P0108068	00204093	SEATTLE BOAT COMPANY	Jan 23, 2020 Patrol 11 Fuel -	351.00
P0108068	00204093	SEATTLE BOAT COMPANY	Jan 23, 2020 Patrol 14 Fuel -	321.47
P0108068	00204093	SEATTLE BOAT COMPANY	June 24, 2020 - Patrol 11 Fuel	315.38
P0108068	00204093	SEATTLE BOAT COMPANY	May 25, 2020 - Patrol 11 Fuel	312.86
P0108068	00204093	SEATTLE BOAT COMPANY	Apr 9, 2020 - Patrol 14 Fuel -	303.97
P0108068	00204093	SEATTLE BOAT COMPANY	Apr 16, 2020 - Patrol 11 Fuel	298.88
P0108068	00204093	SEATTLE BOAT COMPANY	Apr 25, 2020 - Patrol 14 Fuel	295.73
P0108028	00203994	ALL BATTERY SALES & SERVICE	BATTERIES	297.99
P0108068	00204093	SEATTLE BOAT COMPANY	May 12, 2020 - Patrol 14 Fuel	261.57
P0108068	00204093	SEATTLE BOAT COMPANY	May 8, 2020 - Patrol 12 Fuel -	255.68
P0108068	00204093	SEATTLE BOAT COMPANY	Mar 4, 2020 - Patrol 11 Fuel -	226.03
P0108068	00204093	SEATTLE BOAT COMPANY	Mar 4, 2020 - Patrol 11 Fuel -	226.03
P0108068	00204093	SEATTLE BOAT COMPANY	Apr 20, 2020 - Patrol 11 Fuel	201.01
P0108021	00203994	ALL BATTERY SALES & SERVICE	BATTERY FOR FLO474	119.85
P0108081	00204084	NAPA AUTO PARTS	REPAIR PARTS & FINANCE CHARGES	42.45
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	10.60
<i>Org Key: MT4501 - Water Administration</i>				
P0108060	00204068	GEMINI GROUP LLC	CONSUMER CONFIDENCE REPORT	7,667.00
<i>Org Key: MT4502 - Sewer Administration</i>				
P0106421	00204019	KING COUNTY TREASURY	MONTHLY SEWER JAN-DEC 2020	401,125.17
<i>Org Key: PO1100 - Administration (PO)</i>				
P0108086	00204098	VERIZON WIRELESS	VERIZON WIRELESS JUNE '20	747.23
P0108031	00203998	AT&T MOBILITY	Police Cell Service - Invoice	207.56
<i>Org Key: PO1700 - Records and Property</i>				
P0108032	00204048	XEROX CORPORATION	PD Admin Copier - Invoice #	207.14
<i>Org Key: PO1800 - Contract Dispatch Police</i>				
P0108056	00204030	NORCOM 911	Third Quarter 2020 Agency Fees	142,392.22

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PO1900 - Jail/Home Monitoring</i>				
P0108029	00204035	SCORE	Jail Housing Bill June 2020 -	2,090.00
<i>Org Key: PO2100 - Patrol Division</i>				
P0108030	00203999	AXON ENTERPRISE INC	Taser Batteries and supplies -	1,170.95
P0108018	00204021	KROESENS UNIFORM COMPANY	Patrol Uniforms and Equipment	567.82
P0108018	00204021	KROESENS UNIFORM COMPANY	Patrol Uniforms and Equipment	355.87
P0108018	00204021	KROESENS UNIFORM COMPANY	Patrol Uniforms and Equipment	204.27
P0108034	00204005	CLEANERS PLUS 1	Uniform Cleaning - Invoice # 7	188.53
P0108018	00204021	KROESENS UNIFORM COMPANY	Patrol Uniforms and Equipment	148.64
P0108018	00204021	KROESENS UNIFORM COMPANY	Patrol Uniforms and Equipment	116.49
P0108018	00204021	KROESENS UNIFORM COMPANY	Patrol Uniforms and Equipment	26.35
P0108018	00204021	KROESENS UNIFORM COMPANY	Patrol Uniforms and Equipment	22.99
P0108018	00204021	KROESENS UNIFORM COMPANY	Patrol Uniforms and Equipment	6.60
<i>Org Key: PO2200 - Marine Patrol</i>				
P0107562	00204056	Cheyenne Mfg Inc	2 Dock Carts for Marine Patrol	1,192.40
P0108036	00204045	WEST MARINE PRO	Marine Patrol Supplies - Invoi	194.57
	00204080	LEVINSON, GREGORY S	TRUFLEX BELT/ DRAWER SLIDE	35.17
<i>Org Key: PO4300 - Police Training</i>				
P0108115	00204051	Blue to Gold	Registration fee for Police	399.00
<i>Org Key: PR1100 - Administration (PR)</i>				
P0107596	00204048	XEROX CORPORATION	Monthly lease charges for colo	158.83
<i>Org Key: PR4100 - Community Center</i>				
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	2,551.29
P0108073	00204088	RAINIER BUILDING SERVICES	JUNE 2020 JANITORIAL SERVICES,	2,496.79
P0108098	00204086	PACIFIC AIR CONTROL INC	CCMV HVAC A/C REPAIR	475.45
P0107588	00204047	XEROX CORPORATION	Monthly lease charges for colo	278.76
<i>Org Key: PR6100 - Park Maintenance</i>				
P0108053	00204028	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	2,098.25
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	1,136.31
P0108062	00204073	HORIZON	2" VALVE & HUNTER IRRIGATION H	259.82
P0106362	00204057	CINTAS CORPORATION #460	PARKS 2020 COVERALL SERVICE	113.60
P0108012	00204017	ISSAQUAH HONDA KUBOTA	TRIMMER HEADS	91.50
P0108101	00204103	WORKSAFE SERVICE INC, A	Drug Testing	55.00
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	12.36
P0108038	00204027	MI HARDWARE - P&R	Misc hardware items	1.36
<i>Org Key: PR6200 - Athletic Field Maintenance</i>				
P0108053	00204028	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	4,385.22
P0108062	00204073	HORIZON	2" VALVE & HUNTER IRRIGATION H	259.82
P0108007	00204012	GRAINGER	ZIP TIES	81.37
P0108013	00204015	HOME DEPOT CREDIT SERVICE	NATURAL SAND	22.44
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	12.36
<i>Org Key: PR6500 - Luther Burbank Park Maint.</i>				
P0108053	00204028	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	2,623.05
P0108069	00204067	FIRE PROTECTION INC	QUARTERLY ALARM MONITORING,	1,815.00
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	1,088.38

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0108073	00204088	RAINIER BUILDING SERVICES	JUNE 2020 JANITORIAL SERVICES,	172.99
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	12.36
<i>Org Key: PR6600 - Park Maint-School Related</i>				
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	276.02
P0108062	00204073	HORIZON	2" VALVE & HUNTER IRRIGATION H	259.82
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	10.60
<i>Org Key: PR6900 - Aubrey Davis Park Maintenance</i>				
P0108053	00204028	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	6,806.18
P0108024	00204036	SITEONE LANDSCAPE SUPPLY LLC	RAINMASTER REPAIR	1,084.40
P0106552	00204041	UNITED SITE SERVICES	Aubrey Davis & Lid Parking Are	572.27
P0106552	00204041	UNITED SITE SERVICES	Lid Parking Boat Launch - 2020	284.09
P0108062	00204073	HORIZON	2" VALVE & HUNTER IRRIGATION H	259.80
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	114.99
P0108052	00204104	ZEE MEDICAL	FIRST AID SUPPLIES	12.45
<i>Org Key: ST0001 - ST Traffic Safety Enhancements</i>				
P0103076	00204077	KPG	W MERCER WAY ELEMENTRY SPEED	3,868.94
<i>Org Key: ST0020 - ST Long Term Parking</i>				
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	29.34
<i>Org Key: WD722R - Sub Basin 3b.4 Watercourse</i>				
P0101491	00204002	CARDNO INC	WATERCOURSE STABALISATION PROJ	499.71
<i>Org Key: WD724R - Sub Basin 29.2 Watercourse</i>				
P0101491	00204002	CARDNO INC	WATERCOURSE STABILIZATION PROJE	928.04
<i>Org Key: WG101R - City Hall Building Repairs</i>				
P0107405	00204074	KBA INC	CITY FACILITY WASHER/DRYER	6,690.91
<i>Org Key: WG110T - Computer Equip Replacements</i>				
P0108103	00204055	CDW GOVERNMENT INC	Aruba Core Switch	3,720.84
<i>Org Key: WP122P - Open Space - Pioneer/Engstrom</i>				
P0106552	00204041	UNITED SITE SERVICES	Pioneer Park - 2020 Portable T	113.86
<i>Org Key: WP915R - LB Docks New Floating Docks</i>				
P0107597	00204020	KPFF CONSULTING ENGINEERS	Floating Docs - Luther Burbank	350.00
<i>Org Key: WR918R - SE 40th St 76th to 78th</i>				
P0108010	00204000	BUILDERS EXCHANGE OF WA	Publish Projects Online	45.15
<i>Org Key: WS160R - Street Related Sewer CIP</i>				
P0108063	00204054	CADMAN INC	5/8"-MINUS ROCK (64.33 TONS)	211.44
<i>Org Key: WW102P - Water Model and Fire Flow Anal</i>				
P0107834	00204014	HDR ENGINEERING INC	2020 WATER MODELING	6,440.48
<i>Org Key: WW120S - Meter Replacement Residential</i>				
P0102980	00204072	HDR ENGINEERING INC	WATER METER REPLACEMENT	1,829.40
<i>Org Key: XP710R - Luther BB Minor Capital LEVY</i>				
P0107597	00204020	KPFF CONSULTING ENGINEERS	Fixed Pier - Luther Burbank Do	1,335.00
P0104854	00203996	ANCHOR QEA LLC	Luther Burbank Irrigation Inta	1,300.50

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: YF1100 - YFS General Services</i>				
P0107596	00204048	XEROX CORPORATION	Monthly lease charges for colo	158.82
<i>Org Key: YF1200 - Thrift Shop</i>				
	00204087	PUGET SOUND ENERGY	PSE JUNE 2020	252.62
<i>Org Key: YF2600 - Family Assistance</i>				
P0106344	00204075	KC HOUSING AUTHORITY	Rental Assistance for Emergenc	291.00
<i>Org Key: YF2850 - Federal SPF Grant</i>				
P0108059	00204094	Shoecraft Consulting, LLC	Attentive Parenting Series	4,200.00
P0108083	00204076	Kilmer, Jason	Honorarium/June 30	500.00
Total				865,718.75

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00203994	07/06/2020	ALL BATTERY SALES & SERVICE BATTERY FOR FLO474	P0108028	668826	06/23/2020	840.08
00203995	07/06/2020	All Traffic Solutions Inc. MESSAGE BOARD ON TRAILER WITH	P0108046	SIN025772	06/04/2020	15,475.91
00203996	07/06/2020	ANCHOR QEA LLC Luther Burbank Irrigation Inta	P0104854	68514	06/18/2020	1,300.50
00203997	07/06/2020	ANN & WILLIAM BURSTINER REFUND OVERPAY 00941213401		OH013583	06/26/2020	689.83
00203998	07/06/2020	AT&T MOBILITY Police Cell Service - Invoice	P0108031	06192020	06/11/2020	207.56
00203999	07/06/2020	AXON ENTERPRISE INC Taser Batteries and supplies -	P0108030	SI-1663869	06/16/2020	1,170.95
00204000	07/06/2020	BUILDERS EXCHANGE OF WA Publish Projects Online	P0108010	1066070	06/09/2020	45.15
00204001	07/06/2020	Business Group LLC OVERCHARGED PERMIT FEE		OH013584	06/29/2020	1,108.37
00204002	07/06/2020	CARDNO INC WATERCOURSE STABILISATION PROJ	P0101491	291919	05/06/2020	1,427.75
00204003	07/06/2020	CDW GOVERNMENT INC Adobe Creative Suite Renewal	P0107851	ZCK1057	06/11/2020	1,014.66
00204004	07/06/2020	CHEMAQUA Water Treatment Program INV 70	P0108026	7000035	06/16/2020	874.65
00204005	07/06/2020	CLEANERS PLUS 1 Uniform Cleaning - Invoice # 7	P0108034	73116	06/01/2020	188.53
00204006	07/06/2020	COMCAST Internet Charges/Fire	P0108040	0460112-0720	06/27/2020	200.45
00204007	07/06/2020	CORE & MAIN LP A423 5-1/4VO MULLER HYDRANT W/	P0108035	MS24143	06/22/2020	3,653.55
00204008	07/06/2020	DANIEL & SARAH CHESTER OVERPAYMENT ACCT 00413046004		OH013581	06/26/2020	496.08
00204009	07/06/2020	FERGUSON ENTERPRISES LLC INVENTORY PURCHASES	P0108025	0890121	06/24/2020	6,038.22
00204010	07/06/2020	FERGUSON ENTERPRISES LLC HYDRANT OUT OF SERVICE BAGS (8	P0108006	0169484	06/23/2020	51.49
00204011	07/06/2020	GOODYEAR TIRE & RUBBER CO, THE 2020 TIRE INVENTORY	P0106462	195-1154512	06/24/2020	3,612.15
00204012	07/06/2020	GRAINGER INVENTORY PURCHASES	P0108007	9569853113	06/23/2020	3,865.34
00204013	07/06/2020	H D FOWLER INVENTORY PURCHASES	P0108016	I5497432	06/18/2020	10,334.75
00204014	07/06/2020	HDR ENGINEERING INC 2020 WATER MODELING	P0107834	1200272278	06/10/2020	6,440.48
00204015	07/06/2020	HOME DEPOT CREDIT SERVICE IMPACT WRENCH & SOCKETS	P0108013	1013532	06/25/2020	356.68
00204016	07/06/2020	HUA LI & FAN YANG OVERPAYMENT ACCT 00673839903		OH013580	06/26/2020	172.98
00204017	07/06/2020	ISSAQUAH HONDA KUBOTA TRIMMER HEADS	P0108012	2012I	06/25/2020	91.50
00204018	07/06/2020	KC FINANCE SIGNAL MAINTENANCE	P0108044	105847-105853	05/31/2020	2,278.40
00204019	07/06/2020	KING COUNTY TREASURY MONTHLY SEWER JAN-DEC 2020	P0106421	30029880	07/01/2020	401,125.17

**Accounts Payable Report by Check Number**

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00204020	07/06/2020	KPFF CONSULTING ENGINEERS Floating Docs - Luther Burbank	P0107597	330106	06/19/2020	1,685.00
00204021	07/06/2020	KROESENS UNIFORM COMPANY 150 3-Ply Personal Protective	P0108018	60604	06/01/2020	2,054.03
00204022	07/06/2020	Lady 12 LLC 50 COVID-19 face coverings for	P0108042	6144	06/23/2020	500.00
00204023	07/06/2020	Les Baron WATER SERVICE REFUND PERMIT 19	P0108050	1908-237	07/01/2020	39.59
00204024	07/06/2020	LIFE ASSIST INC Station Aid Supplies	P0108041	1013262	06/25/2020	655.98
00204025	07/06/2020	METROPRESORT JUNE 2020 PRINTING & MAILING O	P0108011	IN624135	06/25/2020	831.86
00204026	07/06/2020	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		OH013576	07/02/2020	250.00
00204027	07/06/2020	MI HARDWARE - P&R Misc hardware items	P0108038	OH013574	05/31/2020	1.36
00204028	07/06/2020	MI UTILITY BILLS PAYMENT OF UTILITY BILLS FOR W	P0108053	OH013572	06/30/2020	16,831.89
00204029	07/06/2020	MORGAN SOUND INC POWER SUPPLY	P0108049	MSI103740	06/25/2020	232.91
00204030	07/06/2020	NORCOM 911 Third Quarter 2020 Agency Fees	P0108056	0000932	07/01/2020	183,647.72
00204031	07/06/2020	OGDEN MURPHY WALLACE PLLC Professional Services - Invoic	P0108057	839385	05/29/2020	3,390.50
00204032	07/06/2020	PAPADEM, KATHERINE SAFETY BOOTS AND MISC CLOTHES		OH013579	06/19/2020	488.00
00204033	07/06/2020	PRIORITY MARINE Patrol 11 and Patrol 14 Mainte	P0108054	PATROL11/14M	06/15/2020	2,657.63
00204034	07/06/2020	SACHAN, HITESH & POOJA WATER SERVICE REFUND PERMIT 18	P0108045	1812-141	07/01/2020	481.77
00204035	07/06/2020	SCORE Jail Housing Bill June 2020 -	P0108029	4589	06/12/2020	2,090.00
00204036	07/06/2020	SITEONE LANDSCAPE SUPPLY LLC RAINMASTER REPAIR	P0108024	98871397-001	06/23/2020	1,084.40
00204037	07/06/2020	SU, XIAOYUAN WATER SERVICE REFUND PERMIT 19	P0108047	1912-179	07/01/2020	1,163.40
00204038	07/06/2020	TRAFFIC SAFETY SUPPLY INVENTORY PURCHASES	P0108017	INV027526	06/18/2020	375.51
00204039	07/06/2020	TROMBOLD, MARY ANN OVERPAYMENT ACCT 006260290		OH013582	06/26/2020	210.57
00204040	07/06/2020	UNITED RENTALS NORTH AMERICA MESSAGE BOARD SOLAR	P0108008	182136521-001	06/03/2020	1,232.70
00204041	07/06/2020	UNITED SITE SERVICES Lid Parking Boat Launch - 2020	P0106552	OH013575	05/28/2020	970.22
00204042	07/06/2020	UNITED STATES TREASURY PAYROLL EARLY WARRANTS		OH013577	07/02/2020	826.84
00204043	07/06/2020	USABlueBook INVENTORY PURCHASES	P0108019	244663/255841	05/21/2020	287.67
00204044	07/06/2020	WEGNER, KEN LEOFF1 Retiree Medical Expense	P0108051	OH013578	07/01/2020	282.50
00204045	07/06/2020	WEST MARINE PRO Marine Patrol Supplies - Invoi	P0108036	4621	06/22/2020	194.57

**Accounts Payable Report by Check Number**

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00204046	07/06/2020	WORKWEAR PLACE, THE MISC. WORK CLOTHES	P0108020	1079	06/06/2020	128.68
00204047	07/06/2020	XEROX CORPORATION 2020 COPIER CHARGES	P0107588	010495815	06/01/2020	535.94
00204048	07/06/2020	XEROX CORPORATION PD Admin Copier - Invoice #	P0107596	010495814	06/01/2020	524.79
00204049	07/10/2020	ASPECT SOFTWARE INC Telestaff Monthly Fees	P0108097	ASI060306	07/05/2020	165.00
00204050	07/10/2020	AT&T MOBILITY Firstnet Phone/Station 92	P0108096	061320	06/05/2020	42.93
00204051	07/10/2020	Blue to Gold Registration fee for Police	P0108115	B2GUP-000Z	07/09/2020	399.00
00204052	07/10/2020	BOLLES CONSTRUCTION INC EXCAVATION ON CALL	P0106533	3058	06/18/2020	47,664.08
00204053	07/10/2020	BRINKS INC 3288234 Revised April Armored	P0108064	3288234	04/30/2020	182.55
00204054	07/10/2020	CADMAN INC 5/8"-MINUS ROCK (64.33 TONS)	P0108063	5690351	06/12/2020	1,762.00
00204055	07/10/2020	CDW GOVERNMENT INC Aruba Core Switch	P0108103	IC28FYW	07/08/2020	3,720.84
00204056	07/10/2020	Cheyenne Mfg Inc 2 Dock Carts for Marine Patrol	P0107562	33360	06/30/2020	1,192.40
00204057	07/10/2020	CINTAS CORPORATION #460 2020 PW COVERALL SERVICE	P0106362	OH013592	06/30/2020	1,716.08
00204058	07/10/2020	CLERK OF COURT Payroll Early Warrants		OH013587	07/02/2020	1,298.78
00204059	07/10/2020	COMCAST 2020 PW WIFI SERVICE	P0106497	0365550-0720	06/12/2020	86.39
00204060	07/10/2020	COMCAST FIRE STATION 92 FIBER CIRCUIT	P0106836	102336967	06/01/2020	2,552.50
00204061	07/10/2020	CULLIGAN SEATTLE WA Water Service/Fire	P0108095	202007672721	06/30/2020	321.05
00204062	07/10/2020	DANIEL, KAMARIA MITV 6/2 Council Mtg	P0108072	39	06/01/2020	1,200.00
00204063	07/10/2020	DEPT OF ENTERPRISE SERVICES #10 REGULAR ENVELOPES	P0108091	73195965	01/31/2020	191.68
00204064	07/10/2020	DEVENY, JAN P LEOFF1 LTC Expenses	P0108104	OH013589	07/08/2020	14,406.60
00204065	07/10/2020	DON SMALL & SONS OIL DIST CO OIL DELIVERY	P0108082	S181563	06/16/2020	1,100.12
00204066	07/10/2020	FERGUSON ENTERPRISES LLC INVENTORY PURCHASES	P0108075	0891166	06/29/2020	3,661.27
00204067	07/10/2020	FIRE PROTECTION INC CITY HALL ALARM TESTING	P0108069	57176	07/01/2020	2,112.00
00204068	07/10/2020	GEMINI GROUP LLC CONSUMER CONFIDENCE REPORT	P0108060	120-14171	06/23/2020	7,667.00
00204069	07/10/2020	GRAINGER LED FLASHLIGHTS	P0108079	9577716567	07/01/2020	279.60
00204070	07/10/2020	H D FOWLER MISC. PARTS FOR TAPPING MACHIN	P0108076	I5508688	06/30/2020	2,641.48
00204071	07/10/2020	HAJARI, JAGDISH Refund Rental FA-4280	P0108112	OH013585	07/08/2020	175.00

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00204072	07/10/2020	HDR ENGINEERING INC WATER METER REPLACEMENT PROGRA	P0102980	1200272535	06/04/2020	1,829.40
00204073	07/10/2020	HORIZON FACE MASKS	P0108062	3M351220/3M35122	06/23/2020	1,720.63
00204074	07/10/2020	KBA INC CITY FACILITY WASHER/DRYER	P0107405	3005299	06/08/2020	6,690.91
00204075	07/10/2020	KC HOUSING AUTHORITY Rental Assistance for Emergenc	P0106344	OH013599	07/01/2020	291.00
00204076	07/10/2020	Kilmer, Jason Honorarium/June 30	P0108083	HONORARIOUM063 0	06/30/2020	500.00
00204077	07/10/2020	KPG W MERCER WAY ELEMENTRY SPEED	P0103076	6-1420	07/01/2020	3,868.94
00204078	07/10/2020	KUSAK CRYSTAL Citizen of the Year Award	P0108071	IN-5691905	06/29/2020	82.50
00204079	07/10/2020	Lee, Joung B&O REFUND		OH013597	07/09/2020	179.99
00204080	07/10/2020	LEVINSON, GREGORY S TRUFLEX BELT/ DRAWER SLIDE		OH013598	07/08/2020	35.17
00204081	07/10/2020	METROPRESORT JUNE 2020 MONTHLY E-SERVICE PO	P0108066	IN624269	07/02/2020	821.86
00204082	07/10/2020	MI HARDWARE - FIRE Tools for Station	P0108094	OH013588	06/30/2020	111.84
00204083	07/10/2020	MINDFULNESS NORTHWEST Rental cancelled due to COVID-	P0108111	OH013586	07/08/2020	169.00
00204084	07/10/2020	NAPA AUTO PARTS REPAIR PARTS & FINANCE CHARGES	P0108081	OH013591	06/30/2020	42.45
00204085	07/10/2020	Olson, John REFUND OVERPAY 00834320002		OH013593	07/07/2020	620.02
00204086	07/10/2020	PACIFIC AIR CONTROL INC CITY HALL HVAC A/C REPAIR	P0108098	31387	06/30/2020	2,678.46
00204087	07/10/2020	PUGET SOUND ENERGY PSE JUNE 2020		OH013600	06/15/2020	24,748.13
00204088	07/10/2020	RAINIER BUILDING SERVICES JUNE 2020 JANITORIAL SERVICES,	P0108073	18-1307	07/01/2020	7,795.88
00204089	07/10/2020	RELX INC DBA LEXISNEXIS Library Subscriptions - Invoic	P0108058	3092716654	06/30/2020	348.70
00204090	07/10/2020	Rice, Jim REFUND OVERPAY 00640053003		OH013594	07/08/2020	525.02
00204091	07/10/2020	Ryan, Hollis Guill REFUND OVERPAY 003165800		OH013596	07/08/2020	306.64
00204092	07/10/2020	SCHOENTRUP, WILLIAM FRLEOFF1 Retiree Medical Expen	P0108105	OH013590	07/08/2020	476.84
00204093	07/10/2020	SEATTLE BOAT COMPANY October 23, 2019 - Patrol 14 F	P0108068	PATROLFUEL2019	01/01/2020	11,192.73
00204094	07/10/2020	Shoecraft Consulting, LLC Attentive Parenting Series	P0108059	R0116945	06/30/2020	4,200.00
00204095	07/10/2020	SUPERION LLC ONESOLUTION GLOBAL CORE IFAS A	P0108107	284301	07/02/2020	56.84
00204096	07/10/2020	TRAFFIC SAFETY SUPPLY INVENTORY PURCHASES	P0108065	INV027853	06/26/2020	3,298.14
00204097	07/10/2020	UTILITIES UNDERGROUND LOCATION 2020 UTILITY LOCATES	P0106555	0060173	06/30/2020	325.08



**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00204098	07/10/2020	VERIZON WIRELESS VERIZON WIRELESS JUNE '20	P0108086	9857253459	06/23/2020	6,795.72
00204099	07/10/2020	VERIZON WIRELESS CELL PHONE CHARGES - BIO, LAJU	P0108070	9857253463	06/23/2020	801.30
00204100	07/10/2020	WALTER E NELSON CO Household Supplies - Station 1	P0107985	764576	06/25/2020	2,852.78
00204101	07/10/2020	WHISTLE WORKWEAR SAFETY BOOTS & MISC. WORK CLOT	P0108074	TR-515909	05/13/2020	450.00
00204102	07/10/2020	William Quantz & REFUND OVERPAY 00517213003		OH013595	07/08/2020	415.53
00204103	07/10/2020	WORKSAFE SERVICE INC, A Drug Testing	P0108101	292250	06/30/2020	55.00
00204104	07/10/2020	ZEE MEDICAL FIRST AID SUPPLIES	P0108052	68402197	07/01/2020	176.69
					Total	<u>865,718.75</u>

### CERTIFICATION OF CLAIMS

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



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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Date</u>	<u>Amount</u>
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EFT Payments	June 2020	<b>\$2,297,102.01</b>
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**Accounts Payable EFT Report**

Item 2.

<b>Date</b>	<b>Type</b>	<b>Vendor Name/Description</b>	<b>Amount</b>
6/26/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES ADP Payroll Services	\$ 2,277.96
6/26/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES ADP Payroll Services	2,906.51
6/12/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Vimly Employee Insurance Benefit SoVimly Bene Premiums - June 2020	154,594.81
		<i>Employee (payroll withholding)</i> \$18,259.66	
		<i>Employer Portion</i> \$136,335.15	
6/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding AFLAC INSURANCE - Payroll	777.39
6/2/2020	Preauthorized ACH Debit	UNUMGROUP955 Employee Withholding INSURANCE - Payroll	190.50
6/2/2020	Preauthorized ACH Debit	UNUMGROUP955 Employee Withholding INSURANCE - Payroll	528.60
6/4/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding NAVIA BENEFIT SOFLEXIBLE B - Payroll	106.97
6/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding NATIONWIDE PAYMENTS - Payroll	940.00
6/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding NATIONWIDE PAYMENTS - Payroll	19,028.68
6/5/2020	Outgoing Money Transfer	IAFF Dues Employee Withholding - Payroll	2,313.38
6/5/2020	Outgoing Money Transfer	ICMA Employee Withholding - Payroll	31,643.92
6/5/2020	Outgoing Money Transfer	VEBA Employee Withholding - Payroll	6,567.50
6/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding NAVIA BENEFIT SOFLEXIBLE B - Payroll	132.80
6/8/2020	Preauthorized ACH Debit	WASHINGTON-DSHS Employee Withholding WA53000000 - Payroll	599.99
6/11/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding NAVIA BENEFIT SOFLEXIBLE B - Payroll	2,740.73
6/18/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding NAVIA BENEFIT SOFLEXIBLE B - Payroll	321.92
6/19/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding NATIONWIDE PAYMENTS - Payroll	940.00
6/19/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding NATIONWIDE PAYMENTS - Payroll	17,558.55
6/19/2020	Outgoing Money Transfer	IAFF Dues Employee Withholding - Payroll	2,313.38
6/19/2020	Outgoing Money Transfer	ICMA Employee Withholding - Payroll	34,481.89

**Accounts Payable EFT Report**

Item 2.

<b>Date</b>	<b>Type</b>	<b>Vendor Name/Description</b>	<b>Amount</b>
6/19/2020	Outgoing Money Transfer	VEBA WASHINGTON-DSHS	Employee Withholding - Payroll <b>5,933.40</b>
6/22/2020	Preauthorized ACH Debit	WA53000000 DIRECT WITHDRAWAL	Employee Withholding - Payroll <b>599.99</b>
6/25/2020	Preauthorized ACH Debit	NAVIA BENEFIT SOFLEXIBLE B DIRECT WITHDRAWAL	Employee Withholding - Payroll <b>2,869.06</b>
6/29/2020	Preauthorized ACH Debit	AFLAC INSURANCE UNUMGROUP955	Employee Withholding - Payroll <b>777.39</b>
6/29/2020	Preauthorized ACH Debit	INSURANCE UNUMGROUP955	Employee Withholding - Payroll <b>190.50</b>
6/29/2020	Preauthorized ACH Debit	INSURANCE DIRECT WITHDRAWAL	Employee Withholding - Payroll <b>528.60</b>
6/2/2020	Preauthorized ACH Debit	AUTHNET GATEWAY BILLING BOFA MERCH SVCS FEE	Merchant Fee - Boat Launch <b>30.00</b>
6/3/2020	Preauthorized ACH Debit	430134750159294 BOFA MERCH SVCS FEE	Merchant Fee - Boat Launch <b>10.05</b>
6/3/2020	Preauthorized ACH Debit	430134260026874 DIRECT WITHDRAWAL	Merchant Fee - City Hall <b>142.18</b>
6/2/2020	Preauthorized ACH Debit	AUTHNET GATEWAY BILLING MERCHANT SVCS MERCH	Merchant Fee - Mybuildingpermit.com <b>25.00</b>
6/2/2020	Preauthorized ACH Debit	FEE 000000000259217 VANTIV_INTG_PYMTBILLNG	Merchant Fee - Mybuildingpermit.com <b>1,528.86</b>
6/5/2020	Preauthorized ACH Debit	295483290884 VANTIV_INTG_PYMTBILLNG	Merchant Fee - Parks and Recreation <b>631.97</b>
6/5/2020	Preauthorized ACH Debit	295483291882 VANTIV_INTG_PYMTBILLNG	Merchant Fee - Parks and Recreation <b>56.85</b>
6/5/2020	Preauthorized ACH Debit	295483292880 MERCHANT SERVICEMERCH	Merchant Fee - Parks and Recreation <b>31.90</b>
6/1/2020	Preauthorized ACH Debit	FEES930553411164783 CAYAN HOLDINGS	Merchant Fee - Thrift Shop <b>66.85</b>
6/18/2020	Preauthorized ACH Debit	LPAYMENT DIRECT WITHDRAWAL	Merchant Fee - Thrift Shop <b>101.59</b>
6/18/2020	Preauthorized ACH Debit	CAYAN LLC PROC INV BANKCARD	Merchant Fee - Thrift Shop <b>4.95</b>
6/1/2020	Preauthorized ACH Debit	948908660000035 DIRECT WITHDRAWAL	Merchant Fee - Utility Billing <b>3,579.45</b>
6/1/2020	Preauthorized ACH Debit	PAYA TRX FEES DIRECT WITHDRAWAL	Merchant Fee - Utility Billing <b>0.95</b>
6/1/2020	Preauthorized ACH Debit	PAYA TRX FEES DIRECT WITHDRAWAL	Merchant Fee - Utility Billing <b>1.90</b>
6/1/2020	Preauthorized ACH Debit	PAYA TRX FEES DIRECT WITHDRAWAL	Merchant Fee - Utility Billing <b>1.90</b>

**Accounts Payable EFT Report**

Item 2.

<b>Date</b>	<b>Type</b>	<b>Vendor Name/Description</b>	<b>Amount</b>
6/1/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>3.80</b>
6/1/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>6.65</b>
6/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility MONTH END Billing	<b>10.00</b>
6/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>2.85</b>
6/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>5.70</b>
6/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>0.95</b>
6/4/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Merchant Fee - Utility INVOICE CLOUD INVOICE CL Billing	<b>75.00</b>
6/4/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility REJECT FEE Billing	<b>15.00</b>
6/4/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility REJECTS Billing	<b>200.00</b>
6/4/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>6.65</b>
6/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>4.75</b>
6/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>5.70</b>
6/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>8.55</b>
6/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>12.35</b>
6/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>31.35</b>
6/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>5.70</b>
6/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>0.95</b>
6/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>9.50</b>

**Accounts Payable EFT Report**

Item 2.

<b>Date</b>	<b>Type</b>	<b>Vendor Name/Description</b>	<b>Amount</b>
6/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>49.40</b>
6/11/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>0.95</b>
6/12/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>0.95</b>
6/12/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/12/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/12/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>2.85</b>
6/12/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>2.85</b>
6/12/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>41.80</b>
6/15/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/15/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>3.80</b>
6/16/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>0.95</b>
6/16/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>6.65</b>
6/16/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>6.65</b>
6/17/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>6.65</b>
6/17/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>50.35</b>
6/18/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/18/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>4.75</b>
6/19/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>0.95</b>
6/19/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/19/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/19/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>2.85</b>

**Accounts Payable EFT Report**

Item 2.

<b>Date</b>	<b>Type</b>	<b>Vendor Name/Description</b>	<b>Amount</b>
6/22/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>3.80</b>
6/22/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>5.70</b>
6/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility REJECT FEE Billing	<b>30.00</b>
6/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>0.95</b>
6/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>0.95</b>
6/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>8.55</b>
6/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>47.50</b>
6/24/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/25/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>0.95</b>
6/26/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>0.95</b>
6/26/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>0.95</b>
6/26/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>2.85</b>
6/26/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>3.80</b>
6/29/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/29/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>4.75</b>
6/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>1.90</b>
6/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	<b>6.65</b>
6/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING Merchant Fee - VOICE	<b>15.25</b>
6/3/2020	Preauthorized ACH Debit	BOFA MERCH SVCS FEE 430134260026884 Merchant Fee - VOICE	<b>6.45</b>
6/3/2020	Preauthorized ACH Debit	BOFA MERCH SVCS FEE 430134260026879 Merchant Fee - YFS LB	<b>6.45</b>

**Accounts Payable EFT Report**

Item 2.

<b>Date</b>	<b>Type</b>	<b>Vendor Name/Description</b>	<b>Amount</b>
6/3/2020	Outgoing Money Transfer	ADP PAYROLL	Net Payroll 6-5-2020 <b>497,546.58</b>
6/17/2020	Outgoing Money Transfer	ADP PAYROLL	Net Payroll 6-19-2020 <b>497,032.77</b>
6/30/2020	Outgoing Money Transfer	ADP PAYROLL	Net Payroll 7-03-2020 <b>446,815.17</b>
6/4/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes <b>175,706.06</b>
		<i>Employee (payroll withholding)</i>	\$128,923.60
		<i>Employer Portion</i>	\$46,782.46
6/18/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes <b>185,984.15</b>
		<i>Employee (payroll withholding)</i>	\$137,374.96
		<i>Employer Portion</i>	\$48,609.22
6/29/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes <b>281.58</b>
6/11/2020	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884	Refunds - Parks & Recreation <b>45.00</b>
6/17/2020	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884	Refunds - Parks & Recreation <b>150.00</b>
6/30/2020	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884	Refunds - Parks & Recreation <b>1,361.50</b>
6/26/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT	Remit Excise Tax <b>63,774.71</b>
		<i>Water Utility</i>	\$38,189.57
		<i>Sewer Utility</i>	\$21,686.41
		<i>Stormwater Utility</i>	\$3,794.59
		<i>Thrift Shop</i>	\$0.00
		<i>Parks and Recreation</i>	\$104.12
6/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement <b>5,113.09</b>
		<i>Employee (payroll withholding)</i>	\$3,155.18
		<i>Employer Portion</i>	\$1,957.91
6/10/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement <b>124,453.53</b>
		<i>Employee (payroll withholding)</i>	\$56,905.54
		<i>Employer Portion</i>	\$67,547.98
<b>Total</b>			<b>\$ 2,297,102.01</b>





# CITY OF MERCER ISLAND CERTIFICATION OF PAYROLL

**PAYROLL PERIOD ENDING 7.10.2020**

**PAYROLL DATED 7.17.2020**

Net Cash	\$	449,585.48
Net Voids/Manuals	\$	2,418.74
<b>Net Total</b>	<b>\$</b>	<b>452,004.22</b>
Federal Tax Deposit - Key Bank	\$	74,050.45
Social Security and Medicare Taxes	\$	39,737.52
Medicare Taxes Only (Fire Fighter Employees)	\$	2,375.74
State Tax (Massachusetts)	\$	11.43
Public Employees Retirement System 2 (PERS 2)	\$	23,288.25
Public Employees Retirement System 3 (PERS 3)	\$	4,948.38
Public Employees Retirement System (PERSJM)	\$	870.75
Public Safety Employees Retirement System (PSERS)	\$	214.08
Law Enforc. & Fire fighters System 2 (LEOFF 2)	\$	26,920.63
Regence & LEOFF Trust - Medical Insurance	\$	10,889.89
Domestic Partner/Overage Dependant - Insurance	\$	589.99
Group Health Medical Insurance	\$	579.71
Health Care - Flexible Spending Accounts	\$	1,667.37
Dependent Care - Flexible Spending Accounts	\$	75.03
ICMA Deferred Compensation	\$	29,563.44
Fire 457 Nationwide	\$	13,828.38
Roth - ICMA	\$	475.00
Roth - Nationwide	\$	990.00
Garnishments (Chapter 13)	\$	1,298.78
Tax Levy	\$	826.84
Child Support	\$	599.99
Mercer Island Employee Association	\$	247.50
Cities & Towns/AFSCME Union Dues	\$	2,532.20
Police Union Dues	\$	2,432.16
Fire Union Dues	\$	2,153.38
Fire Union - Supplemental Dues	\$	160.00
Standard - Supplemental Life Insurance	\$	344.60
Unum - Long Term Care Insurance	\$	316.65
AFLAC - Supplemental Insurance Plans	\$	388.71
Coffee Fund	\$	128.00
Transportation	\$	136.67
HRA - VEBA	\$	5,933.39
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$</b>	<b>248,574.91</b>

**TOTAL GROSS PAYROLL \$ 700,579.13**

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

Finance Director

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

Mayor

Date



## CITY COUNCIL MINUTES REGULAR VIDEO MEETING JUNE 16, 2020

### CALL TO ORDER & ROLL CALL

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

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

City Attorney Bio Park and several additional staff members participated from remote locations.

City Manager Jessi Bon and City Clerk Deborah Estrada participated remotely from separate rooms at City Hall, 9611 SE 36<sup>th</sup> Street, Mercer Island, Washington.

### PLEDGE OF ALLEGIANCE

Mayor Wong led the Council in the Pledge of Allegiance.

### AGENDA APPROVAL

Councilmember Anderl and Jacobson asked that the agenda be amended to include Council comments at the beginning of Regular Business.

It was moved by Anderl; seconded by Jacobson to:

**Approve the agenda as amended.**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

### SPECIAL BUSINESS

#### AB 5716: Juneteenth Community Event

It was moved by Jacobson; seconded by Reynolds to:

**Endorse Friday, June 19, as Juneteenth in Mercer Island.**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

### CITY MANAGER REPORT

City Manager Bon reported on the following:

- 2020 Water System Improvements Construction Project
- CPD Operations
- CPD Project Updates
  - Design Commission tentatively scheduled to meet on July 8
  - Hearing Examiner scheduled a public hearing on July 20
  - Final Environmental Impact Study for the proposed East Seattle School demolition
  - Xing Hua mixed used building in Town Center

- Parks Operations
  - Modified Phase 1; Slowly re-opening park amenities
- Parks Operations Parking Lots
  - Most parking lots open; opening remaining lots and adjusting restrictions in the coming weeks
- Parks Operations Playgrounds
  - Closed; anticipate reopening in Phase 2 or Phase 3 depending on Seattle-King County Public Health
- Fire Services Study Report
  - Matrix Consulting Group final report will be ready the first week in July
  - City Council Study Session to review and discuss reported tentatively scheduled for July 14
- Police Operations
  - Black Lives Matter March & July 14 Study Session
- COVID-19
  - Update on the Coronavirus
  - Local Business Updates
  - Mercer Island Business Guide
- Bus/Rail Interchange Open House – comment period ends this Friday
- Be Kind Art Contest Winners
- Mercer Island PTA Awards
- Thank you to Kirsten Taylor for 30 years of service to the Mercer Island Community

## APPEARANCES

Kiernan Boike, Mercer Island – Encouraged the Council to support the Mayors Commit to Action Pledge by former President Obama and encourage the Mercer Island School Board to adopt a Black Lives Matter curriculum similar to the Seattle School District. On behalf of her young son, she requested that Mercer Island open a fossil store on the Island.

Robin Li, Mercer Island – She thanked the City Council for their service and supporting families of color on the Island. She further explained that her group was granted a permit to install a temporary memorial at Mercerdale Park recognizing the lives lost. Unfortunately, the sign was vandalized, and several other items were removed. She expressed her gratitude for the City's support and explained that the sign would be restored and maintained until the permit expired on June 28.

Jackie Dunbar, Mercer Island (Let's Talk, Council Connects) – Expressed support for upgrading the Thrift Shop and encouraged the City to recognize the Mercer Island High School students that helped build and run the recycling center. Dunbar also encouraged Council to repeal the Multi-Family Housing Property Tax, noting that developers should be able to apply for the tax break and that it was unfair to burden homeowners with the cost of running the city.

Gail D Spangenberg-Parrish, Mercer Island (Let's Talk, Council Connects) – Explained that he was not supportive of expanding the Thrift Shop. He expressed surprise at the proposed expansion of the Thrift Shop given recent city employee furloughs, cuts in hours, and the cancelation of programs and events. He further noted that enlarging the footprint of the Thrift Shop would impact the surrounding streets and neighboring residents.

## CONSENT CALENDAR

**Claims Reporting** for Electronic Funds Transfers for the month ending May 31, 2020 in the amount of \$2,442,820.36

**Recommendation:** Certify that the materials or services herein before specified have been received and that all warrant numbers listed are approved for payment.

**Payables Reports** for the June 5, 2020 in the amount of \$503,639.90

**Recommendation:** Certify that the materials or services herein before specified have been received and that all warrant numbers listed are approved for payment.

## AB 5702: 2020 Arterial and Residential Street Overlays Bid Award

**Recommended Action:** Award Schedules A, B, C, and D of the 2020 Arterial and Residential Street Overlays project to Lakeside Industries in the amount of \$488,308.00. Set the total project budget to \$678,022 and direct the City Manager to execute the construction contract.

**AB 5692: Resolution authorizing RCO grant application for pier renovation at Luther Burbank Park**

**Recommended Action:** Approve Resolution No. 1581 authorizing the Boating Infrastructure Grant application for the Phase 2 design and construction of renovations and upgrades to the Luther Burbank Park dock.

It was moved by Reynolds; seconded by Nice to:

**Approve the Consent Calendar as amended.**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

## REGULAR BUSINESS

### Councilmember Statements recognizing and thanking Mercer Island public safety officers.

City Council expressed their gratitude and appreciation for the Mercer Island Police Department.

### AB 5707: Interim Ordinance Design and Concealment Standards for Small Cell Facilities Deployment

#### PUBLIC HEARING

Mayor Wong opened the public hearing at 5:47 pm.

City Clerk Estrada noted that no one signed up to speak during the Public Hearing by the published 4 pm deadline.

Mayor Wong closed the public hearing at 5:48 pm.

Evan Maxim, Community Planning & Development Director, introduced the item, explaining that the City Council adopted an interim small cell ordinance on January 15, 2019 and then extended the ordinance on June 18 and December 3 that same year. He further explained that the Planning Commission initiated its work and provided preliminary direction to staff in February 2020; however, the work was temporarily suspended following the onset of the COVID-19 pandemic and anticipated beginning work again in July.

It was moved by Jacobson; seconded by Reynolds to:

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

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

It was moved by Anderl; seconded by Jacobson to:

**Adopt Ordinance No. 20-11, extending the Interim Design and Concealment Standards for Small Cell Facilities deployment established under Ordinance No. 19C-02.**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

### AB 5706: Adoption of 2021-2026 Transportation Improvement Program (Public Hearing continued from May 19 Meeting)

#### PUBLIC HEARING

Mayor Wong opened the public hearing at 5:55 pm.

There were no requests to speak live during public comments received by the 4 pm published deadline.

Jim Stanton, Robert Olson, Jeff Koontz, Kirk Griffin, and Mark Clausen with Neighbors in Motion (“NIM”) provided written comments on the 2021-2026 Transportation Improvement Program via Let’s Talk that were emailed to City Council and staff. In summary, comments addressed the following:

- 1) Project No. SP126. Bike lanes on 77th Ave SE in the Town – expressed the importance of keeping the bike lanes or redesigning an equivalent alternative.
- 2) Project No. PW10 in the city’s response to Sound Transit’s 60% design, highlights that safe access for bicycles to the light rail station is inadequate.
- 3) Project No. SP119. Missing link - encouraged the City and MISD to work together to create a safe, North South bicycle route that will connect most schools and the Town Center with the rest of the Island.
- 4) Project No. SP 105. Chip Seal. While the council did not recommend changes to the SP105 chip seal project on West Mercer Way, NIM believe modifications to the use of chip seal would achieve both the desired cost savings and make the roads safer and less corrosive to bicycling.

Mayor Wong closed the public hearing at 5:56 pm.

Patrick Yamashita, City Engineer, summarized the May 19 direction provided by Council, noting that the public hearing was continued to June 16 to allow additional time for public comment. Since the May 19 hearing, nine comments were received and were related to the following:

- North-South Bike Route (SP119),
- 77th Ave. SE Channelization (SP126), and
- NMW – MI Park & Ride Frontage Improvements (SP123), street standards, and speeding.

Yamashita further explained that when staff drafted a revised work plan for the 2020 TIP, transportation-related capital work scheduled in 2020 was based on available staff and financial resources. Projects were delayed to future years because of impacts from the Pandemic and lack of staff resources, and less so due to lack of financial resources as outlined in the Street Fund financial forecast. He went on to explain that staff is working to complete 2020 transportation-related capital project work while also filling vacant positions to complete the important work outlined in the TIP’s six-year program.

Matt Mornick, Interim Finance Director, outlined the Street Fund, explaining that the revenues were projected to decrease over prior years due to a drop in fuel taxes, impact fees, and REET as a result of the Pandemic. Mornick noted that Finance staff are closely monitoring the Street Fund and REET revenues and will adjust the forecast assumptions accordingly.

It was moved by Nice; seconded by Jacobson to:

**Adopt the 2021-2026 Transportation Improvement Program as reflected in Exhibit 2..**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

## **AB 5710 Shoreline Master Program Update 2019-2020**

**Robin Proebsting, Senior Planner**, summarized the Shoreline Master Program’s (“SMP”) history, explaining that the City Council originally reviewed the Planning Commission’s recommended update to the SMP in June 2019. In response to public comment, the City Council incorporated amended language to reduce the requirements triggered when only decking repair (and no structural repairs) of piers was proposed. The change triggered the need for a Cumulative Impact Analysis and as part of this review process, City staff drafted non-substantive amendments to the SMP language to improve clarity, which included:

- Using the term “framing elements” instead of “structural elements;”
- Clarifying that when more than 50% of exterior surface areas are proposed to be repaired or replaced, 100% of decking must be replaced with materials that allow for 40% light-transmittance; and,
- Clarifying that any decking removed as part of a repair must be replaced with decking materials that allow 40% light transmittance.

The draft amendments were shared with the Department of Ecology and received conditional approval.

It was moved by Weiker; seconded by Rosenbaum to:

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

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

It was moved by Jacobson; seconded by Nice to:

**Adopt Ordinance No. 20C-13 amending MICC 19.13.050(F)(2) in Exhibit A to Ordinance No. 19C-06 as recommended by the Department of Ecology for approval of the proposed Shoreline Master Program.**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

### **AB 5711: Thrift Shop and Recycling Center Remodel Project**

City Manager Jessi Bon outlined the Thrift Shop History, noting that it helps fund the services provided by the City of Mercer Island Youth and Family Services (“YFS”) Department and that in 2019 it generated \$1.98 million in annual revenues, which represents 65% of the resources needed to support the department.

Due to the COVID-19 Pandemic, the Thrift Shop closed in mid-March. In response, a team of community volunteers, City Councilmembers, and staff completed an initial project scoping exercise that proposed expanding retail floor space, decommissioning the existing production spaces and opening the walls, which would increase the retail floor space by approximately 50%. Bon explained the project goal included relocating production space to the former Recycling Center, but that additional design work and assessment was needed. She further noted that the preliminary cost estimate was \$250,00 with a project timeline of four months.

In response to questions about sales increase scenarios, staff reviewed what could be achieved with an increase in retail floor space based on 2019 revenues and net margins after all costs. To fund the project, several capital projects could be suspended or modified thereby making available \$807,274 in funds.

Council debated the project at length and staff discussed next steps, which outlined options for proceeding with the project or not proceeding. Under both scenarios, City Manager Bon explained that the City Council would need to revisit funding for the YFS Department through the end of 2020, noting that the \$250,000 that City Council allocated from the Contingency Fund at its June 2 meeting would only sustain YFS operations through August 31, 2020. Continuing, City Manager Bon and Public Works Director Kintner explained what the architectural services would entail and why a 30% design was necessary to identify cost estimates, construction timelines, and a detailed analysis before completing additional design work.

It was moved by Nice; seconded by Jacobson to:

~~1) Suspend the capital facility projects as previously described and allocate up to \$800,000 for the Thrift Shop and Recycling Center Remodel Project.~~

**2) Authorize \$50,000 for architectural services to begin design of the Thrift Shop and Recycling Center Remodel Project.**

**3) Direct the City Manager to provide a 30% design update to the City Council including updated cost estimates, construction timelines, project scope of work, and an operations analysis before completing further design work.**

It was moved by Reynolds; seconded by Weiker to:

**Strike the first bullet to the motion “Suspend the capital facility projects as previously described and allocate up to \$800,000 for the Thrift Shop and Recycling Center Remodel Project.”**

A roll call vote was conducted, and the results were as follows:

Passed 5-2

FOR: 5 (Anderl, Reynolds, Rosenbaum, Weiker, and Wong)

AGAINST: 2 (Nice, Jacobson)

A roll call vote was conducted, and the results of the amended motion were as follows:

Passed 6-1

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

AGAINST: 1 (Weiker)

## **AB 5714: City Council Voting Delegates for the 2020 AWC Business Meeting**

Mayor Wong explained that the Association of Washington Cities requested that each member city designate up to three voting delegates for the annual AWC Business Meeting on June 25, explaining that voting delegates would elect the AWC Board of Directors and vote on important policy documents.

It was moved by Rosenbaum; seconded by Anderl to:

**Appoint Deputy Mayor Wendy Weiker and Councilmembers Jake Jacobson and Craig Reynolds as the City of Mercer Island voting delegates for the Association of Washington Cities Business Meeting on June 25, 2020.**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

### **Discuss actions for the city to consider, to oppose racism and encourage inclusion and diversity.**

Pursuant to Section 4.2(D) of the City Council Rules of Procedure, Councilmembers Reynolds and Rosenbaum requested to discuss actions for the city to consider to oppose racism and encourage inclusion and diversity.

It was moved by Reynolds; seconded by Weiker to:

**Direct the city manager to return to the city council at the next regular meeting, or as soon thereafter as practical, with an agenda bill to:**

- 1) Mandate and appropriate funds for annual training in diversity, implicit bias, cultural awareness or related topics for the city council and all members of city Boards and Commissions.**
- 2) Authorize and appropriate funds for engaging a consultant or contractor to conduct a series of listening sessions for the community so that we can hear first-hand the stories of minority experiences on the Island, and gather ideas for what we can do to make the island a safe and welcoming place for people of all races and ethnicities.**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

## **OTHER BUSINESS**

### **Planning Schedule**

City Manager Bon reported on the following:

- The Planning Schedule will be updated and included at the July 7 meeting when the Work Plan is discussed.
- Boards and commissions have not been meeting during the pandemic, but it was anticipated that the Design Commission would meet in July. The remaining boards and commissions will likely not come back online until September.
- There are several boards and commissions that are not supported at this time due to staff reductions that will need to be addressed.

### **Councilmember Absences**

There were no absences to report.

### **Councilmember Reports**

Councilmember Reynolds shared his observations of the June 12 Rally.

Councilmember Jacobson provided a brief update on the Eastside Transportation Association, which met earlier in the day.

Deputy Mayor Weiker reported several government agencies are struggling financially as a result of the COVID-19

pandemic.

Mayor Wong summarized his virtual meeting with Lake Washington Mayors.

**ADJOURNMENT**

There being no additional business to come before City Council, the Special Video Meeting adjourned at 8:34 PM

Attest:

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

\_\_\_\_\_  
Deborah A. Estrada, City Clerk





## CITY COUNCIL MINUTES REGULAR VIDEO MEETING JULY 7, 2020

### CALL TO ORDER & ROLL CALL

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

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

The Mercer Island City Leadership Team participated from remote locations.

City Manager Jessi Bon, and City Clerk Deborah Estrada participated remotely from separate rooms at City Hall, 9611 SE 36<sup>th</sup> Street, Mercer Island, Washington.

### PLEDGE OF ALLEGIANCE

Councilmember Salim Nice led the Council in the Pledge of Allegiance.

### AGENDA APPROVAL

It was moved by Nice; seconded by Reynolds to:

**Approve the agenda as presented.**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

### CITY MANAGER REPORT

- July 4<sup>th</sup> Calls for Service
- COVID-19 Update
  - Businesses Must Refuse Service to Unmasked Customers
  - Mask Distribution Friday, July 10 at Mercerdale Park and Tully's Parking Lot
  - Free Safe Start PPE Kits for Local Businesses
  - Paycheck Protection Program Extended to August 8
  - Town Center Outdoor Seating
- City Service Updates
  - Water Main Break
  - Parks Maintenance
  - South Mercer Playfields Turf Replacement Project
  - Events, Facilities, and Rentals
  - Status of Park Amenities
  - Come to a Park, Come Prepared
  - Summer Meals & Resources for Families in Need
  - New Website coming soon
- Metro #630 Update
- Thank You to YFS Counselor Betsy Zuber for 20 years of service
- Thank You and farewell to CPD Director Evan Maxim

### APPEARANCES

Ira Appelman, Mercer Island – expressed concern for what he believes is a rushed project to remodel the Thrift Store, explaining that the public was reassured that projects would not be rushed through during the

pandemic. He encouraged the city to put the project immediately on hold until the community has an opportunity to be involved.

Addie Smith, Mercer Island – expressed concern that there is no diversity among staff, City Council, City Hall, or the Police Department. She further noted that there are no black public defenders or an incentive for public defenders to perform. She also asked what changes had been made since the diversity proclamation was adopted.

Al Lippert, Mercer Island – expressed concern that the \$800K for the Thrift Shop project was taken from other projects. He believes expanding the Thrift Shop is a gamble and that the Council should not gamble with the public's money.

## CONSENT CALENDAR

Approve **Accounts Payable** Reports:

- A. Report for the period ending June 12, 2020 in the amount of \$279,658.82,
- B. Report for the period ending June 19, 2020 in the amount of \$308,888.01, and
- C. Report for the period ending June 26, 2020 in the amount of \$269,583.64

**Recommendation:** Certify that the materials or services herein before specified have been received and that all warrant numbers listed are approved for payment.

Approve **Certification of Payroll** dated:

- A. June 19, 2020 in the amount of \$779,332.77
- B. July 2, 2020 in the amount of \$715,743.69

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

Approve **Minutes:**

- A. June 2, 2020 Regular Video Meeting
- B. June 9, 2020 Special Video Meeting

### **AB 5715: Mercer Island Fire Department Basic Life Support Core Services Funding**

**Recommended Action:** Accept KCEMS BLS Core Services funding and appropriate \$20,277 for the purchase of EMS supplies and equipment.

It was moved by Jacobson; seconded by Rosenbaum to:

**Approve the Consent Calendar as presented.**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

## REGULAR BUSINESS

### **AB 5723: Repeal of the Multifamily Housing Property Tax Exemption program**

Evan Maxim, Community Planning and Development Director, explained that the Multifamily Housing Property Tax Exemption ("MFTE") was adopted by the City Council in 2011 to encourage the creation of new multifamily housing, and the rehabilitation of existing vacant and underutilized buildings for multifamily housing, through a property tax reduction. The MFTE program was intended to encourage residential development that was identified in the Housing Element of the Comprehensive Plan; however, following the establishment of the MFTE program, no multifamily projects participated in the program. Maxim continued, explaining that elimination of the MFTE program would not require a Comprehensive Plan amendment.

Maxim responded to Council questions and concerns about shifting the tax burden to the taxpayer.

It was moved by Jacobson, seconded by Anderl to:

**Set Ordinance No. 20C-14, repealing Chapter 4.50 of the Mercer Island City Code related to the Multifamily Housing Property Tax Exemption for second reading and adoption on consent for July 21, 2020.**

It was moved by Wong, seconded by Rosenbaum to amend the motion to **Set Ordinance No. 20C-14, repealing Chapter 4.50 of the Mercer Island City Code related to the Multifamily Housing Property Tax Exemption for second reading (removing ~~and adoption on consent~~) for July 21, 2020.**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

A roll call vote was conducted, and the results of the amended motion were as follows:

Passed 5-2

FOR: 5 (Anderl, Jacobson, Rosenbaum, Nice, and Wong)

AGAINST: 2 (Reynolds and Weiker)

#### **AB 5772: City Manager's Recommendation on Modified 2020 Work Plan**

City Manager Jessi Bon reported that the City Council held its annual Planning Session January 24 and 25, 2020 wherein they discussed the 2020-2021 City Council Priorities and new or modified work plan items. At the February 4 Regular Meeting, Council adopted three priorities and identified a list of additional work items. Major projects were charted for the next three years and department work plans were subsequently updated to reflect the new work items.

The impacts of the COVID-19 Pandemic greatly affected the 2020 work plan and resulted in many work items being delayed or suspended. As a result, non-essential items were suspended at the end of March and essential services were identified as follows:

- Emergency response to the Pandemic
- Public Safety
- Transportation
- Utilities
- Mental health services
- Parks (limited)
- Internal support services needed to sustain these services (human resources, finance, technology, legal, communications, and facilities).
- The purpose of this agenda bill was to review the status of those work items and approve a modified work plan for the remainder of the year.

City Manager Bon explained that Work Plan items identified as "delayed" were still moving forward, but behind schedule; whereas, "suspended" items would not move forward and were subject to further discussion and evaluation. Continuing, she recommended that current service levels be maintained through the end of 2020 and revisit "suspended" and "new" work items as part of the upcoming 2021-2022 budget process.

In closing, Bon outlined the proposed 2021-2022 Budget Development timeline:

- July: Department budget development and review:
- Mid-August: Compile second quarter actuals
- Sept 1: 2020 Q2 Financial Status Report
- End of Sept/TBD: Revenue Forecast, Preliminary Budget, and City Manager Budget message to the City Council
- Oct 6 & 20: Budget study sessions
- November 3: 2020 Q3 Financial Status Report/budget study session
- November 17: Adopt 2021 utility rates, 2021 property tax levy and final 2021-2022 biennial budget

Council confirmed their support to schedule the time needed to review the budget, to which City Manager Bon said she would meet with the Leadership Team and bring back a recommendation for the budget review.

It was moved by Anderl, seconded by Rosenbaum to:

**Amend the 2020 City Council Priorities to include "Priority 4 - Provide emergency response services related to the COVID-19 Pandemic.**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

It was moved by Jacobson, seconded by Rosenbaum to:

**Approve the modified 2020-2021 work plans.**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

## **OTHER BUSINESS**

### **Planning Schedule**

City Manager Bon reported that the August 4 Regular Meeting would take place and recommended canceling the August 18 meeting.

It was moved by Weiker, seconded by Jacobson to:

**Cancel the August 18, 2020 Regular Meeting**

A roll call vote was conducted, and the results were as follows:

Passed 7-0

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

### **Councilmember Absences**

There were no absences to report.

### **Councilmember Reports**

Councilmembers thanked CPD Director Evan Maxim and YFS Counselor Betsy Zuber for their service to the City.

Councilmember Rosenbaum encouraged everyone to wear their masks.

Deputy Mayor Weiker reported on the racial equity and justice training offered by SCA on Friday, July 10 at 2:30

Mayor Wong:

- July 14 Special Meeting reminder
- Mayor Wong and City Manager Bon met with State Representatives Senn and Thai to discuss the Council's legislative priorities.
- June 23 meeting with Councilmembers Reynolds and Jacobson, Police Chief Ed Holmes, Chief of Administration Ali Spietz, and Public Works Director Jason Kintner met with Mercer Island High School students and community members regarding recent events surrounding the death of George Floyd, MIPD's Use of Force policies, and former President Obama's Mayors' Pledge.

## **EXECUTIVE SESSION**

Mayor Wong convened the Executive Session at 8:45 to discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(1)(i) for approximately 60 minutes.

The Executive Session was adjourned at 9:47 pm.

## **ADJOURNMENT**

There being no additional business to come before City Council, the Special Video Meeting adjourned at 9:48 pm.

Attest:

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

\_\_\_\_\_  
Deborah A. Estrada, City Clerk





# BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5725**  
**July 21, 2020**  
**Consent Calendar**

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5725: West Mercer Way Pedestrian Crossings Bid Award	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Award the contract to Kamins Construction and direct the City Manager to execute the construction contract.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Public Works
<b>STAFF:</b>	Clint Morris, Street Engineer
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Project Location Map 2. Project Plan View
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ 385,104
<b>AMOUNT BUDGETED</b>	\$ 5,100,000
<b>APPROPRIATION REQUIRED</b>	\$ 0

## SUMMARY

This agenda bill addresses the West Mercer Way Pedestrian Crossings project, which was added to the Six Year Transportation Improvement Program (TIP) in 2018 as one of three East Link Traffic/Safety Mitigation Projects included in the TIP. This project will improve one existing marked crosswalk and create two new marked crosswalks (see Exhibits 1 and 2). All costs associated with this project will be funded by Sound Transit mitigation funds.

### BACKGROUND

The vicinity of West Mercer Way and the I-90 freeway on- and off-ramps near the Homer Hadley Floating Bridge saw an increase in traffic since the closure of the I-90 center roadway lanes in 2018. To mitigate impacts to the Mercer Island community for the reduction in I-90 access (center roadway closure and restricted use of HOV lanes), Sound Transit agreed to provide \$10,050,000 dollars to the City of Mercer Island. Up to \$5,100,000 of this was allocated to fund traffic/safety enhancements to mitigate impacts and/or improve access to light rail. The West Mercer Way Pedestrian Crossings improvement project will be the first major City construction project to utilize the Sound Transit mitigation funds.

Design work for the West Mercer Way project began in late 2019 and final plans, specifications, and cost estimates were completed in May of 2020. The design has also been reviewed and approved by the

Washington State Department of Transportation (“WSDOT”), as the project will be built within WSDOT limited access right-of-way. Seven contractor bids were received and opened on June 30, 2020.

**PROJECT DESCRIPTION**

The existing Mountains-to-Sound Trail crossing of West Mercer Way near the I-90 westbound on-ramp will be enhanced by widening it to 12 feet and installing new concrete curb refuge islands in the center of the roadway. Near the Aubrey Davis Park western parking lot entrance (also known as “Area C”), a new crosswalk will be constructed at the parking lot entrance itself, and a second crosswalk will be constructed across West Mercer Way, to provide a safer and more direct connection between the parking lot and park amenities on both sides of West Mercer Way.

All three crosswalk locations will receive new concrete sidewalks and curb ramps that comply with current Americans with Disabilities Act (“ADA”) design standards. Additionally, a new streetlight will be installed at the parking lot entrance to illuminate the new crosswalks at that location. Some existing tall vegetation and two trees will need to be removed to provide enhanced visibility for the new crosswalks; however, these areas will be replanted with low growing shrubs as part of the project. At the completion of design, the engineer’s construction cost estimate for these improvements was \$210,613.

**BID RESULTS AND AWARD RECOMMENDATION**

Seven construction bids were received, and the lowest bid was from Kamins Construction for \$190,183.50, which is approximately 10% below the engineer’s construction cost estimate. The lower than expected pricing is likely due to increased competition for fewer construction contracts during the current COVID-19 pandemic. Kamins Construction has completed numerous roadway, pedestrian, and storm drainage improvement projects for several cities in King County in recent years. In addition, Kamins Construction has built several contracts for the City of Mercer Island: the 2020 Roadside Shoulders West Mercer Way Phase 2 project, the 2018 SE 40<sup>th</sup> Street Corridor Improvements, a 2018 sewer improvement, a 2016 storm drainage and roadway reconstruction project, and the 2013 Roadside Shoulders East Mercer Way Phase 8 project. Staff’s review of the Labor and Industries (L&I) website confirms Kamins Construction is a contractor in good standing, with no license violations, outstanding lawsuits, or L&I tax debt. Staff recommends awarding the West Mercer Way Pedestrian Crossings contract to Kamins Construction. The bid results for the project are shown in the table below.

<b>WEST MERCER WAY PEDESTRIAN CROSSINGS CONSTRUCTION BID RESULTS</b>	
	<b>Total Bid Amount</b>
Kamins Construction Inc.	\$190,183.50
N P M Construction Co.	\$201,254.75
R. L. Alia Company	\$202,485.00
<b>Engineer's Estimate</b>	<b>\$210,613.75</b>
A & M Contractors, LLC	\$222,990.00
Apcon Tech, Inc.	\$235,897.50
Oceanside Construction, Inc.	\$239,102.50
Westwater Construction Co.	\$264,725.00

Adding amounts for construction contingency, design, WSDOT review, inspection services, contract administration, and 1% for the Arts brings the project’s total estimated cost to \$385,104. The following table summarizes the overall project costs and available budget amounts:

WEST MERCER WAY PEDESTRIAN CROSSINGS PROJECT BUDGET	
Description	Total
Construction Contract (Kamins Construction Inc.)	\$ 190,183.50
Construction Contingency @ 10%	\$ 19,018.35
Project Design (Consultant)	\$ 101,000.00
WSDOT - Review, Approval, Permitting	\$ 8,000.00
Inspection Services (Consultant)	\$ 35,000.00
Contract Administration / Project Management (City Staff)	\$ 30,000.00
1% for the Arts	\$ 1,901.84
<b>Total Project Cost</b>	<b>\$ 385,103.69</b>
Sound Transit Mitigation Funds	\$ 5,100,000.00
<b>Budget Remaining</b>	<b>\$ 4,714,896.32</b>

These improvements should take four to five weeks to construct. To make the project more attractive to bidders, staff specified a generous time window for construction, with a starting date of mid-August and a substantial completion deadline of late October. The contractor may opt to delay some of the landscaping work into October, as cooler and wetter weather is better for new plantings.

**RECOMMENDATION**

Award the West Mercer Way Pedestrian Crossings project to Kamins Construction in the amount of \$190,183.50. Set the total project budget to \$385,104 and direct the City Manager to execute the construction contract.





# CITY OF MERCER ISLAND

## WEST MERCER WAY PEDESTRIAN CROSSINGS

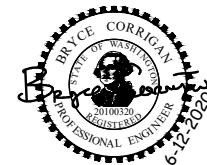
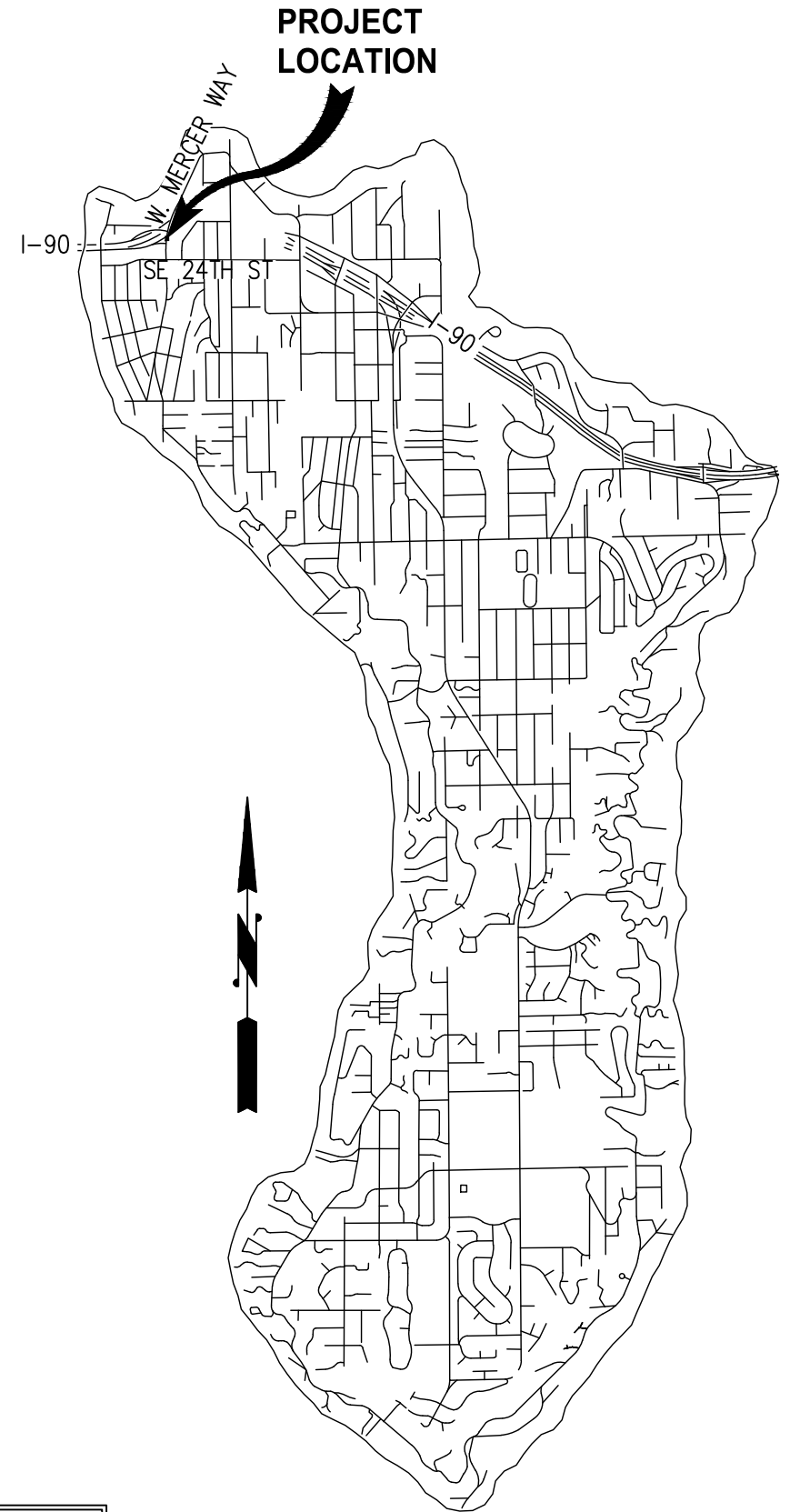
JUNE 2020

CITY PROJECT NUMBER: ST0001

CITY BID NUMBER: 20-06

### SCHEDULE OF DRAWINGS

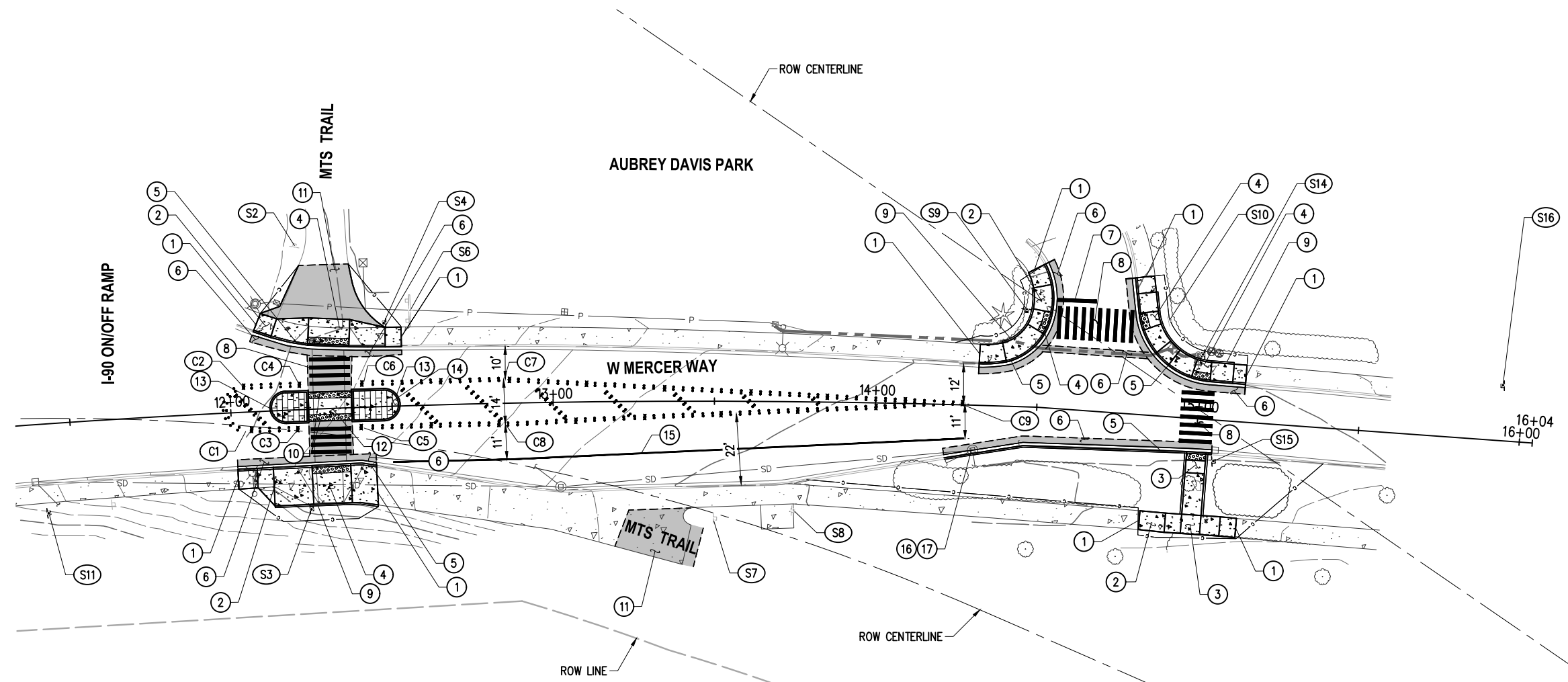
SHEET	DRAWINGS
1	COVER
2	SURVEY & LEGEND
3	ROAD DETAILS
4	SITE PREPARATION AND TESC PLAN
5	ROADWAY PLAN
6	MOUNTAINS TO SOUND TRAIL CROSSING RAMPS
7	AUBREY DAVIS PARK ENTRANCE CROSSING RAMPS
8	LANDSCAPE PLAN
9-11	TRAFFIC CONTROL PLANS
12	ILLUMINATION PLAN
13-18	WSDOT STANDARD PLANS



CALL 2 DAYS BEFORE YOU DIG  
1-800-424-5555

BID DOCUMENTS

- GENERAL NOTES**
- CONTRACTOR SHALL SEQUENCE REMOVAL OF EXISTING FEATURE CONSTRUCTION OF NEW ROADWAY ELEMENTS TO MINIMIZE IMPACTS TO PROPERTY OWNERS, TRAIL USERS, TRAFFIC FLOW, AND THE ENVIRONMENT.
  - CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY PEDESTRIAN ROUTE AROUND CONSTRUCTION ACTIVITY FOR THE DURATION OF CONSTRUCTION.
- CONSTRUCTION NOTES**
- MATCH EXISTING
  - CONSTRUCT CEMENT CONC. SIDEWALK. 5' MINIMUM WIDTH. SEE TYPICAL SECTION, SHEET 3 AND RAMP DETAILS, SHEET 6-7.
  - CONSTRUCT CEMENT CONCRETE CURB RAMP TYPE COMBINATION A AND TYPE SINGLE DIRECTION A PER WSDOT STD PLAN F40.14-03 AND F40.16-03. FOR PROPOSED SLOPES AND DIMENSIONS, SEE SHEET 7.
  - CONSTRUCT CEMENT CONCRETE CURB RAMP TYPE PARALLEL A PER WSDOT STD PLAN F-40.12-03. FOR PROPOSED SLOPES AND DIMENSIONS, SEE SHEETS 6-7.
  - CONSTRUCT CEMENT CONC. CURB AND GUTTER PER COMI STANDARD DETAILS ST-14.
  - INSTALL HMA CL 1/2" PG58H-22 FOR NEW PAVEMENT. SEE TYPICAL SECTIONS, SHEET 4.
  - INSTALL THERMOPLASTIC STOP BAR PER DETAIL, SHEET 4.
  - INSTALL THERMOPLASTIC CROSSWALK PER DETAIL, SHEET 4.
  - CONSTRUCT CEMENT CONC. PEDESTRIAN CURB PER WSDOT STD PLAN F-10.12-03.
  - INSTALL DETECTABLE WARNING SURFACE PER WSDOT STD PLAN F-45.10-02
  - INSTALL HMA CL 1/2" PG58H-22 FOR WALKWAY. SEE TYPICAL SECTIONS, SHEET 4.
  - INSTALL CEMENT CONCRETE SIDEWALK. SEE TYPICAL SECTION, SHEET 3.
  - INSTALL TYPE 6 EXTRUDED CURB PER WSDOT STANDARD PLAN F-10.42-00 AND MEDIAN DETAIL, SHEET 3. PAINT CURB YELLOW WITH REFLECTIVE GLASS BEADS.
  - INSTALL STAMPED AND COLORED CEMENT CONCRETE FOR CENTER MEDIAN, DETAIL, SHEET 3.
  - INSTALL 4" WIDE, WHITE, PAINT LINE.
  - REMOVE AND REPLACE CEMENT CONC. CURB AND GUTTER FOR PROPER DRAINAGE INTO EXISTING CATCH BASIN.
  - ADJUST AND LOWER CATCH BASIN FRAME AND GRATE TO FIT NEW CURB LINE.

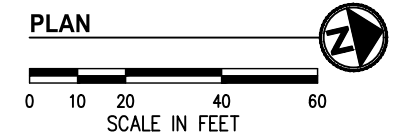


**SIGN SCHEDULE**

SIGN NO.	STATION	OFFSET	DESIGNATION	SIZE	REMARKS
S2	12+21.82	50.44' LT	BIKE ROUTE	12" X 36"	TO REMAIN
S3	12+23.73	31.02' RT	W11-2, W16-7P (L)	36" X 36", 24" X 12"	NEW
S4	12+48.24	25.84' LT	W11-2, W16-7P (L)	36" X 36", 24" X 12"	NEW
S6	12+56.57	29.60' LT	I-90 WAYFINDING	12" X 36"	TO REMAIN
S7	13+49.66	36.65' RT	BIKE ROUTE, NO MOTOR VEHICLES, STAY RIGHT		TO REMAIN
S8	13+74.81	33.73' RT	BUS STOP		TO REMAIN
S9	14+45.83	30.27' LT	R1-1		TO REMAIN
S10	14+88.83	29.45' LT	PARK HOURS, TWO HOUR PARKING		TO REMAIN
S11	11+41.50	27.71' RT	W11-2, W16-9P	36" X 36", 24" X 12"	NEW
S14	15+00.26	19.99' LT	W11-2, W16-7P (L)	36" X 36", 24" X 12"	NEW
S15	15+05.80	12.72' RT	W11-2, W16-7P (L)	36" X 36", 24" X 12"	NEW
S16	15+93.65	17.19' LT	W11-2, W16-9P	36" X 36", 24" X 12"	NEW

**CHAN POINT TABLE**

NUMBER	STATION	OFFSET	DESCRIPTION
C2	12+04.14	7.94' LT	START
C1	12+04.70	5.78' RT	START
C3	12+20.77	5.91' RT	END
C4	12+21.69	7.80' LT	END
C5	12+40.66	6.32' RT	START
C6	12+41.24	7.54' LT	START
C7	12+84.85	7.48' LT	AP
C8	12+84.93	6.52' RT	AP
C9	14+27.11	0.40' LT	END



**LEGEND**

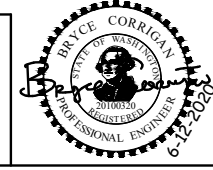
- DETECTABLE WARNING SURFACE
- HMA CL 1/2" PG 58H-22 FOR NEW PAVEMENT
- CEMENT CONCRETE SIDEWALK
- COLORED STAMPED CONCRETE. SEE DETAILS, SHEET 3.

PROJECTS\MERCER IS\19033-2019 Trans Capital Projects Design\DESIGN\Drawings\Contract\19033RD\_WMW.dwg 6/11/2020 4:34 PM

NO.	DATE	BY	APPR.	REVISIONS

<b>Approved By</b>		19033RD_WMW.dwg
ENGINEERING MANAGER	DATE	BMC 01/2020
PROJECT MANAGER	DATE	FS 01/2020
PROJECT ENGINEER	DATE	NM 01/2020
		CHECKED BY DATE



**BID DOCUMENTS**



**WEST MERCER WAY  
PEDESTRIAN CROSSINGS**

AB 5725 | Exhibit 2 | Page 5



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

**AB 5722  
July 21, 2020  
Consent Calendar**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 5722: Renew Interlocal Agreement with King County for the CDBG and HOME Consortiums	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Authorize the automatic renewal of the interlocal agreement with King County for the CDBG and HOME Consortiums	<input checked="" type="checkbox"/> Action Needed:
		<input checked="" type="checkbox"/> Motion
		<input type="checkbox"/> Ordinance
		<input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Alison Van Gorp, Deputy Director
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Interlocal Agreement 2. Letter from King County Department of Community and Human Services
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

**SUMMARY**

The purpose of this agenda bill is to provide the City Council with an opportunity to review the Interlocal Agreement (“ILA”) with King County related to the Community Development Block Grant (“CDBG”) consortium and the HOME Investment Partnerships Program (“HOME”) consortium. The ILA is set to automatically renew unless the City Council decides not to participate.

**BACKGROUND**

CDBG is a program of the U.S. Department of Housing and Urban Development (HUD) that funds local community development activities with the goal of providing affordable housing, anti-poverty programs, and infrastructure development. The funds are distributed on a formula basis to states and local governments. The HOME Program, likewise, provides formula grants to States and localities that communities use, often in partnership with local nonprofit groups, to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people.

CDBG and HOME funds are dispersed annually by HUD. States, counties, and large cities receive funds directly. Smaller cities in urban areas, like Mercer Island, participate through an Urban County Consortium coordinated by King County. King County and the cities in King County, including Mercer Island, jointly

cooperate in an urban county consortium to further the broad goals of the federal programs. To carry out these activities, King County and the Consortium have agreed to a decision-making structure.

The King County Housing, Homelessness and Community Development Division manages Consortia funds on behalf of the participating city members and staffs the Joint Recommendations Committee (JRC) of the consortia. The JRC is an inter-jurisdictional body that provides funding recommendations and advice on guidelines and procedures for King County and its consortia city partners on a wide range of housing and community development issues. The JRC is comprised of three King County representatives appointed by the King County Executive, and eight representatives of consortia cities. Sub-regional inter-jurisdictional committees have also been established to advise the JRC in its review and recommendation of projects and programs funded with federal grants. The sub-regional committees are made up of one representative from each participating jurisdiction in a sub-region of King County. There are currently North/East and South County sub-regional advisory committees. Mercer Island participates in the North/East sub-regional committee.

### **CURRENT ACTION**

The CDBG and HOME consortium is established through an ILA, which is reviewed and if needed, modified every three years to coincide with the federal program cycle. The ILA for the CDBG Consortium and HOME Consortium initially covered the years 2015-2017 and was renewed with no changes for years 2018-2020 (Exhibit 1). The ILA will be automatically renewed again for the years 2021-2023 unless the City notifies King County and HUD that Mercer Island has decided **not** to participate in one or both during the 2021-2023 term. This notification must be made by July 25, 2020.

Continued participation in the CDBG and HOME consortiums has benefits for the City and for low- and moderate-income residents. Benefits include access to home repair and emergency assistance grants and loans, as well as funding for affordable housing construction and preservation. These benefits are further detailed in the June 24 letter to Mayor Wong from Leo Flor, Director of King County's Department of Community and Human Services (see Exhibit 2).

It is also important to note that 40% of the CDBG funds allocated to the North/East sub-region are contributed to ARCH (A Regional Coalition for Housing) and are awarded to eligible affordable housing projects that are selected by the ARCH Executive Board through a competitive process. These funds assist Mercer Island in meeting its affordable housing goals. The remaining 60% of funds allocated to this sub-region are designated for local infrastructure and park projects and are awarded through a competitive process by the JRC.

### **RECOMMENDATION**

Authorize the automatic renewal of the interlocal agreement with King County for the Community Development Block Grant consortium and the HOME Investment Partnerships Program consortium.

**INTERLOCAL COOPERATION AGREEMENT  
REGARDING THE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is entered into by and between King County (hereinafter the “County”) and the City of Mercer Island, (hereinafter the “City”) said parties to this Agreement each being a unit of general local government in the State of Washington.

**WITNESSETH:**

WHEREAS, the federal government, through adoption and administration of the Housing and Community Development Act of 1974 (the “Act”), as amended, will make available to King County Community Development Block Grant funds, hereinafter referred to as “CDBG”, for expenditure during the **2015, 2016 and 2017** funding years; and

WHEREAS, the area encompassed by unincorporated King County and all participating cities, has been designated by the United States Department of Housing and Urban Development (“HUD”), as an urban county for the purpose of receiving CDBG funds; and

WHEREAS, the Act directs HUD to distribute to each urban county a share of the annual appropriation of CDBG funds based on formula, taking into consideration the social and economic characteristics of the urban county; and

WHEREAS, the Act allows participation of units of general government within an urban county in undertaking activities that further the goals of the CDBG program within the urban county; and

WHEREAS, the CDBG Regulations require the acceptance of the King County Consortium Consolidated Housing and Community Development Plan (“Consolidated Plan”) by participating jurisdictions; and

WHEREAS, King County is responsible to the federal government for all activities undertaken with CDBG funds and shall ensure that all CDBG assurances and certifications King County is required to submit to HUD with the Annual Action Plan are met; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the National Affordable Housing Act of 1990, as amended, 42 USC 12701 et. seq. and 24 CFR Part 92 for purposes of the HOME Investment Partnerships Program, hereinafter referred to as “HOME Program”, and to cooperate in undertaking HOME Program activities; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, for purposes of the Emergency Solutions Grant Program, hereinafter referred to as “ESG”, and to cooperate in undertaking ESG activities; and

WHEREAS, King County shall undertake CDBG, ESG and HOME Program-funded activities in participating incorporated jurisdictions as specified in the Consolidated Plan by granting funds to those jurisdictions and to other qualifying entities to carry out such activities; and

WHEREAS, King County and the participating jurisdictions are committed to targeting CDBG, ESG and HOME Program funds to ensure benefit for very low to moderate-income persons as defined by HUD; and

WHEREAS, King County and the participating jurisdictions recognize that needs of very low to moderate-income persons may cross jurisdictional boundaries and therefore can be considered regional and sub-regional needs as well as local needs; and

WHEREAS, King County, in conjunction with the participating jurisdictions, must submit an Annual Action Plan to HUD, which is a requirement to receive CDBG funds; and

WHEREAS, the purpose of this Interlocal Cooperation Agreement, entered into pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chap. 39.34, is to form an urban county consortium, (“Consortium”), for planning the distribution and administration of CDBG, ESG, HOME Program, and other federal funds received on behalf of the Consortium from HUD, and for execution of activities in accordance with and under authority of the Act:

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED THAT:

**I. GENERAL AGREEMENT**

The County and City agree to cooperate to undertake, or assist in undertaking, activities which further the development of viable urban communities, including community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds from federal fiscal years **2015, 2016 and 2017** appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes.

**II. DEFINITIONS**

- A. “JRC” means the inter-jurisdictional Joint Recommendations Committee as described in Section V of this Agreement.
- B. “CDBG Consortium Partners” means jurisdictions that are official HUD-recognized participants in the CDBG Consortium through a signed Interlocal Agreement.
- C. “Consolidated Plan” is the King County Consortium Consolidated Housing and Community Development Plan, a HUD-required plan that identifies needs and contains a strategic plan to guide the investment of HUD CDBG, HOME and ESG funds for a multi-year period not to exceed five years.

### **III. GENERAL DISTRIBUTION OF FUNDS**

The distribution of CDBG and HOME Program funds for the King County urban county Consortium shall be governed by the provisions below.

#### **Planning and Administration**

- A. The Administrative and Planning Set-asides for the CDBG and the HOME Programs, to be reserved by the County to meet the County's responsibility to meet all HUD requirements for planning and administration, shall be the maximum allowable by HUD [currently twenty (20) percent of the CDBG funds available from the annual entitlement and twenty (20) percent of program income, and ten (10) percent of the HOME Program funds available from the annual entitlement and ten (10) percent of program income]. If the current percentages for CDBG and/or HOME administration and planning are changed at the federal level, the Consortium may allow the percentage retained by the County to change, following review and recommendation by the Joint Recommendations Committee ("JRC"), as provided in Section V, and approval by the Metropolitan King County Council, as provided in Section VI.

#### **Public/Human Services**

- B. The Human Services Set-aside of CDBG shall be the maximum allowable by HUD for human services [currently fifteen (15) percent of the funds available from the CDBG annual entitlement and fifteen (15) percent of program income]. The Human Services Set-aside, including Housing Stability homeless prevention activities and other homeless activities, shall be determined by the CDBG Consortium Partners and approved by the JRC in the Consortium's most current Consolidated Housing and Community Development Plan.

#### **Housing Repair**

- C. The Housing Repair Program Set-aside shall be twenty (20) percent of the funds available from the CDBG entitlement and twenty (20) percent of program income (this percentage is discretionary and not required or limited by HUD). The JRC may periodically review and recommend increases or decreases to this percentage if, in its judgment, there has been a substantial change in the Consortium's overall funding or need for housing repair that justifies an increase or decrease.

#### **Remaining Capital Funding**

- D. The remaining entitlement and program income funds, as well as any recaptured or prior year funds, shall be divided into two separate funds for the two sub-regions of the county: 1) north/east sub-region; and 2) south sub-region. The percentage split between the two funds shall be equal to the percentage of low to moderate-income population represented by each sub-region. Each sub-region may propose funding priorities and allocate portions of the sub-region's funds to such priorities for separate competitive processes. Such competitive processes must be for eligible activities that are consistent with the King County Consortium Consolidated Housing and Community Development Plan. A sub-region may also

elect to allocate additional funds to the Consortium's Housing Repair Program for the benefit of residents of the sub-region.

1. The north/east sub-region shall include those cities in the north and east and those portions of unincorporated King County that lie north of Interstate 90. The cities of Mercer Island, Newcastle, Issaquah, and North Bend, which are at or near the Interstate 90 border, along with their designated potential annexation areas, also shall be included in the north/east sub-region.
2. The south sub-region shall include those cities south of Interstate 90 and those portions of unincorporated King County that lie south of Interstate 90, except for the cities of Mercer Island, Newcastle, Issaquah, and North Bend and their potential annexation areas, which are part of the north/east sub-region.
3. The formula for dividing the funds between the two sub-regions shall be based on each sub-region's share of the Consortium's low to moderate-income population.

**CDBG Guidelines to Address Programmatic Details:**

- E. The CDBG Consortium Partners may propose King County Consortium CDBG, ESG and HOME Guidelines, for approval by the JRC, to guide the Consortium regarding details of program implementation, including, but not limited to, funding guidelines, frequency of application processes, Consortium procedures and goals for geographic equity in the distribution of funds over time.

**IV. USE OF FUNDS: GENERAL PROVISIONS**

- A. Funds shall be used to support the goals, objectives and strategies of the King County Consortium Consolidated Housing and Community Development Plan.
- B. Funds shall be used in accordance with the CDBG regulations at 24 CFR Part 570, ESG regulations at 24 CFR Part 576, Home Program regulations at 24 CFR Part 92, and all other applicable federal regulations.

**V. JOINT RECOMMENDATIONS COMMITTEE**

An inter-jurisdictional Joint Recommendations Committee ("JRC") was established through the 2009 – 2011 CDBG/HOME Consortium Interlocal Cooperation Agreement and through King County Code Chapter 24.13, and is hereby adopted as part of this Agreement.

- A. **Composition**—The JRC for the CDBG/ESG/HOME Consortium shall be composed of three county representatives and eight cities representatives.
  1. The three county representatives shall be King County Executive staff with broad policy responsibilities and/or department directors. County representatives shall be specified in writing and, where possible, shall be consistently the same persons from meeting to meeting.



2. Four of the cities representatives shall be from those cities signing this interlocal cooperation agreement, two from each sub-region.
  3. The remaining four cities representatives shall be from cities that qualify to receive CDBG entitlement funds directly from HUD and that are not signing this agreement, but are signing either Joint Agreements or HOME Program-only agreements. These latter four representatives shall have no vote on matters specific to the jurisdictions that are parties to this Agreement.
  4. The chairperson and vice-chairperson of the JRC shall be chosen from among the members of the JRC by a majority vote of the members for a term of one year beginning with the first meeting of the calendar year. Attendance of five members of the entire body of eleven members of the JRC for the CDBG/HOME Consortium shall constitute a quorum for voting matters in which all members of the JRC are eligible to vote. For voting items of the Regular CDBG Consortium, in which only seven members may vote (those identified in sub-sections 1 and 2 of this section), four members shall constitute a quorum, made up of two King County representatives and two city representatives.
- B. Appointments—**The King County Executive shall appoint the three county representatives. The participating cities shall provide for the appointment of their shared representatives in a manner to be determined by those cities through the Sound Cities Association or other agreed-upon mechanism for the execution of shared appointing authority. The Sound Cities Association or other agreed mechanism will select four jurisdictions of varying size from among those signing this Agreement, two from the north/east sub-region and two from the south sub-region. The cities representatives shall be elected officials, chief administrative officers, or persons who report directly to the chief administrative officer and who have broad policy responsibilities; e.g., planning directors, department directors, etc. Members of the JRC shall serve for two years, or at the pleasure of their respective appointing authorities.
- C. Powers and Duties—**The JRC shall be empowered to:
1. Review and recommend to the King County Executive all policy matters concerning the Consortium CDBG, ESG and HOME Program, including but not limited to the Consolidated Plan and related plans and policies.
  2. Review and recommend to the King County Executive the projects and programs to be undertaken with CDBG funds, ESG funds and HOME Program funds, including the Administrative Set-aside.
  3. Monitor and ensure that all geographic areas and actively participating jurisdictions benefit from CDBG, ESG and HOME Program funded activities over time, so far as is feasible considering eligible applications submitted within the goals, objectives and strategies of the Consolidated Plan: 1) there is equity in distribution of funds pursuant to proportion of

the region's low to moderate-income population; and, 2) equity is achieved over time pursuant to Consortium Guidelines adopted by the JRC to the extent feasible.

- D. Advisory Committees to JRC—In fulfilling its duty to review and recommend projects and programs to be undertaken with the CDBG, ESG and HOME Program funds, the JRC shall consider the advice of sub-regional inter-jurisdictional advisory committees. Sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region that wishes to participate, shall be convened to assist in the review and recommendation of projects and programs to be undertaken in that sub-region. The JRC may also solicit recommendations from other inter-jurisdictional housing and community development committees.

## **VI. RESPONSIBILITIES AND POWERS OF KING COUNTY**

- A. Notwithstanding any other provision contained in this Agreement, the County as the applicant and grantee for CDBG, ESG and HOME Program funds has responsibility for and assumes all obligations in the execution of the CDBG, ESG and HOME Programs, including final responsibility for selecting and executing activities, and submitting to HUD the Consolidated Plan, Annual Action Plans, and related plans and reports, including the Analysis of Impediments to Fair Housing Choice and the Fair Housing Action Plan. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.
- B. The Metropolitan King County Council shall have authority and responsibility for all policy matters, including the Consolidated Plan, upon review and recommendation by the JRC.
- C. The Metropolitan King County Council shall have authority and responsibility for all fund allocation matters, including approval of the annual CDBG, ESG and HOME Program Administrative Set-asides and appropriation of all CDBG, ESG and HOME Program funds.
- D. The King County Executive, as administrator of the CDBG, ESG and HOME Programs, shall have authority and responsibility for all administrative requirements for which the County is responsible to the federal government.
- E. The King County Executive shall have authority and responsibility for all fund control and disbursements.
- F. The King County Executive shall have the authority and responsibility to staff the JRC and provide liaison between HUD and the urban county Consortium. County Executive staff shall prepare and present to the JRC evaluation reports or recommendations concerning specific proposals or policies, and any other material deemed necessary by the JRC to help it fulfill its powers and duties in IV. C., above.

- G. King County Executive staff shall have the authority and responsibility to communicate and consult with participating jurisdictions on CDBG, ESG and HOME Program policy and program matters in a timely manner.
- H. King County Executive staff shall have the authority and responsibility to convene sub-regional advisory committees made up of representatives from participating jurisdictions in the sub-region to advise the JRC on the allocation of the sub-regional funds.
- I. King County Executive staff shall provide periodic reports on clients served by jurisdictions in the Housing Stability and Housing Repair programs and on the status of CDBG, ESG and HOME Program funded projects and make them available to all participating jurisdictions and the JRC.
- J. King County Executive staff shall solicit proposals, administer contracts, and provide for technical assistance, both in the development of viable CDBG, ESG and HOME Program proposals and in complying with CDBG, ESG and HOME Program contractual requirements.
- K. King County shall have environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act, under which King County may require the local incorporated jurisdiction or contractor to furnish data, information, and assistance for King County's review and assessment in determining whether an Environmental Impact Statement is required.
- L. King County, as the official applicant, shall have the authority and responsibility to ensure that any property acquired or assisted with CDBG funds or HOME Program funds is disposed of or used in accordance with federal regulations.

## **VII. RESPONSIBILITIES OF THE PARTICIPATING CITIES**

- A. All participating cities shall cooperate in the development of the Consolidated Plan and related plans.
- B. All participating cities shall assign a staff person to be the primary contact for the County on CDBG, ESG and HOME Program issues. The assigned CDBG, ESG and HOME Program contact person is responsible for communicating relevant information to others at the participating city, including any representative the city may choose to send to the sub-regional advisory committee, if that representative is not the CDBG, ESG and HOME Program contact person.
- C. At its discretion, a participating city may assign a representative to attend meetings of the sub-regional advisory committee. This representative may or may not be the City's CDBG, ESG and HOME Program contact person. It may be the CDBG, ESG and HOME Program contact person, a different staff member, an elected official, or a citizen.
- D. If and when a participating city deems necessary or advisable, it may prepare applications for CDBG or HOME Program funds to address the needs of its residents, consistent with the Consolidated Plan.

- E. Each participating city shall obtain its council's authorization for any CDBG or HOME Program application submitted.
- F. All participating cities shall carry out CDBG or HOME Program funded projects in a manner that is timely and consistent with contractual requirements.
- G. All participating cities owning community facilities or other real property acquired or improved in whole or in part with CDBG or HOME Program funds shall comply with use restrictions as required by HUD and as required by any relevant policies adopted by the JRC.
  - 1. During the period of the use restriction, the participating cities shall notify King County prior to any modification or change in the use of real property acquired or improved in whole or in part with CDBG or HOME Program funds. This includes any modification or change in use from that planned at the time of the acquisition or improvement, including disposition.
  - 2. During the period of the use restriction, if the property acquired or improved with CDBG or HOME Program funds is sold or transferred for a use which does not qualify under the applicable regulations, the participating city shall reimburse King County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG or HOME Program funds).

#### **VIII. RESPONSIBILITIES OF ALL PARTICIPATING JURISDICTIONS**

- A. All participating jurisdictions shall be considered to be those jurisdictions that have signed this Agreement.
- B. All participating jurisdiction shall fulfill to the County's reasonable satisfaction all relevant requirements of federal laws and regulations that apply to King County as applicant, including assurances and certifications described in Section VIII below.
- C. Each participating jurisdiction or cooperating unit of general local government certifies that it has adopted and is enforcing:
  - 1. A policy that prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - 2. A policy that enforces applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdiction.
- D. Pursuant to 24 CFR 570.501(b), all participating units of local governments are subject to the same requirements applicable to sub-recipients when they receive CDBG funds to implement an activity. The applicable requirements include, but are not limited to, a written agreement with the County that complies with 24 CFR 570.503 and includes provisions not limited to: statement of work; records and reports; program income; uniform administrative items; other program

requirements; conditions for religious organizations; suspension and termination; and reversion of assets.

- E. All participating units of local government understand that they may not apply for grants from appropriations under the federal Small Cities or State CDBG Programs during the period in which they participate in this Agreement.
- F. All participating units of local government understand that they may not sell, trade or otherwise transfer all or any portion of the urban county consortium CDBG funds to another metropolitan city, urban county unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.
- G. All units of local government participating in the CDBG urban county consortium through this interlocal cooperation agreement understand that they are also part of the urban county for the HOME Program and that they may not participate in a HOME Program consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation; and also understand that they are part of the urban county for the ESG Program and may only receive a formula allocation for ESG through the urban county consortium.
- H. All participating units of local government hereby agree to affirmatively further fair housing and to ensure that no CDBG or HOME Program funds shall be expended for activities that do not affirmatively further fair housing within its jurisdiction or that impede the County's actions to comply with its fair housing certification. For purposes of this section, "affirmatively furthering fair housing" includes participation in the process of developing an Analysis of Impediments to Fair Housing Choice and a Fair Housing Action Plan. While King County has the primary responsibility for the development of these reports to HUD pursuant to Section VI.A. of this Agreement, upon request, the City shall provide assistance to the County in preparing such reports. All participating units of local government acknowledge that the urban county consortium is prohibited from funding activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.
- I. Participating jurisdictions undertaking activities and/or projects with CDBG funds distributed under this Agreement shall retain full civil and criminal liability as though these funds were locally generated.
- J. Participating jurisdictions retain responsibility in fulfilling the requirements of the State Environmental Policy Act under which King County has review responsibility only.

## **IX. GENERAL TERMS**

- A. This Agreement shall extend through the **2015, 2016 and 2017** program years, and shall remain in effect until the CDBG funds, ESG funds, Home Program funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed. This Agreement shall be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice that it wishes to amend this Agreement or elects not to participate in the new qualification period by the date set forth by the United States Department of Housing and Urban Development (HUD) in subsequent Urban County Qualification Notices. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, King County will notify each participating city in writing of its right not to participate, and a copy of King County's written notification will be sent to HUD by the date specified in the urban county qualification schedule. Each party to this Agreement must adopt amendments necessary to meet the requirements for cooperation agreements as set forth in the Urban County Qualification Notice applicable for a subsequent three-year county qualification period, and to submit such amendment to HUD, as provided in the notice. Failure to comply with the notice will void the automatic renewal for such qualification period.
- B. Pursuant to 24 CFR Part 570.307(d)(2), during the period of qualification no included unit of general local government may terminate or withdraw from the cooperation agreement while it remains in effect.
- C. It is understood that by signing this Agreement, the City shall agree to comply with the policies, goals, objectives and strategies of the King County Consortium Consolidated Housing and Community Development Plan.
- D. Parties to this Agreement must take all required actions necessary to assure compliance with King County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, (Title III of the Civil Rights Act), the Fair Housing Act as amended, affirmatively furthering fair housing, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and other applicable laws.
- E. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed Agreements shall be filed by the County with the Region X office of HUD, one shall be filed with the City and one shall be filed with the County. Prior to its taking effect, the fully executed Agreement shall be filed with the County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

- F. It is recognized that amendment to the provisions of this Agreement may be appropriate, and such amendment shall take place when the parties to this Agreement have executed a written amendment to this Agreement.

G. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

KING COUNTY, WASHINGTON

CITY OF MERCER ISLAND, WASHINGTON

*Adrienne Quinn*  
for King County Executive

*[Signature]*  
By: Signature

Adrienne Quinn  
Printed Name

Noel Treat  
Printed Name

Director, Department of Community and Human Services  
Title

City Manager  
Title

7/25/14  
Date

7/8/14  
Date

Approved as to Form:  
OFFICE OF THE KING COUNTY  
PROSECUTING ATTORNEY  
*[Signature]*

Approved as to Form:  
CITY OF MERCER ISLAND  
CITY ATTORNEY  
*Katie H Knight*

Katie H. Knight  
City Attorney

ATTEST:  
CITY OF MERCER ISLAND  
*[Signature]*

Allison Spietz  
City Clerk





## King County

### Department of Community and Human Services

Leo Flor, Director

401 Fifth Avenue, Suite 400  
Seattle, WA 98104

**(206) 263-9100** Fax (206) 296-5260  
TTY Relay 711

June 24, 2020  
VIA EMAIL

The Honorable Benson Wong  
City of Mercer Island  
9611 SE 36th Street  
Mercer Island, WA, 98040  
benson.wong@mercergov.org

Re: Interlocal Cooperation Agreement Renewal

Dear Mayor Wong:

I am writing to you regarding the continued participation by the City of Mercer Island in the King County Community Development Block Grant (CDBG) Consortium, and the King County HOME Investment Partnerships (HOME) Program Consortium. The Interlocal Cooperation Agreements (ICA) for the CDBG Consortium and HOME Consortium cover 2015-2017, which were renewed with no changes for years 2018 - 2020. This letter is to notify you that these ICAs will be automatically renewed for the years 2021-2023 unless you notify King County and the United States Department of Housing and Urban Development (HUD) that Mercer Island has decided to **not** participate in one or both of them during the 2021-2023 term.

King County Code, Title 24, Chapter 13 (KCC 24.13) sets out the framework for King County to enter into consortia relationships through interlocal cooperation agreements to partner in the distribution and administration of funds made available through the HUD and affordable housing funds established by Section 36.22.178 of the Revised Code of Washington (RCW).

Pursuant to KCC 24.13, it is the policy of King County to partner and form urban county consortia with the cities and towns in King County outside of the City of Seattle<sup>1</sup> for the HUD-administered CDBG and HOME programs. As a member of the King County CDBG Consortium your city will also participate with King County regarding the distribution and administration of federal Emergency Solutions Grant (ESG) funds. In addition, King County also partners with all cities and towns in King County for Regional Affordable Housing Program (RAHP) document recording surcharge fee funds for affordable housing, governed by RCW 36.22.178, which requires the County to enter into Interlocal agreements.

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<sup>1</sup> As a large metropolitan city, Seattle receives an independent allocation of CDBG, ESG and HOME Program funds directly from HUD.

The King County Housing, Homelessness and Community Development Division administers the CDBG, ESG, HOME and RAHP Consortia funds on behalf of the participating city members and staffs the inter-jurisdictional Joint Recommendations Committee (JRC) of the consortia. The JRC reviews and recommends policy matters and project selections concerning consortia funds to the King County Executive.

Benefits of Continued Participation in the King County CDBG Consortium

Participation in the King County CDBG Consortium is advantageous for the following reasons:

- Low- and moderate-income homeowners in your city can apply for home repair grants or loans;
- Low- and moderate-income residents who are homeless or at-risk for homelessness may be eligible for assistance to help them remain in their homes or to move into permanent housing;
- Nonprofit organizations that serve residents of your city can apply for funds to acquire, construct and/or rehabilitate human service facilities or housing that serve low- and moderate-income residents;
- Nonprofit organizations that serve residents of your city can apply for funds for human service programs that serve low- and moderate-income residents;
- Your city can apply for CDBG funds for public infrastructure and park projects that serve low- and moderate-income neighborhoods; and
- Your city can participate in the city/county staff work group that develops recommendations for the Joint Recommendations Committee on specific project to receive CDBG funds, as well as program guidelines.

If your city chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while it is part of the urban county.

Benefits of Continued Participation in the King County HOME Consortium

Participation in the HOME Consortium is advantageous for the following reasons:

- Your city, and affordable housing developers serving your city, may apply for HOME funds to help meet locally identified affordable housing needs, including affordable rental housing and first-time homeownership programs through the County's process;
- Your city, and affordable housing developers serving your city, may apply for HOME funds to support the rehabilitation and preservation of affordable housing in your jurisdiction;
- Your city can participate in the city/county staff working group that develops recommendations for the inter-jurisdictional Joint Recommendations Committee on specific project to receive HOME funds, as well as program guidelines; and
- Your city is a participant in the ESG program as the urban county receives ESG funding.

Benson Wong, Mayor  
June 24, 2020  
Page 3 of 4

RAHP Agreement

The RAHP Agreement governs the administration of funds for housing affordable to households at or below 50 percent of AMI. The RAHP agreement has an automatic renewal clause that allows it to renew for subsequent three-year periods, and is renewing without changes for the 2021-2023 period. The RAHP Guidelines may be updated through the JRC by recommendations from the RAHP Planning group.

**CDBG/HOME Agreement Next Steps**

**If your city decides to not participate in the King County CDBG and HOME Consortium for the 2021-2023 term, you must notify the County and HUD in writing, no later than July 25, 2020.**

A decision to not participate would be effective for the entire three-year period (January 1, 2021–December 31, 2023) unless your city were to specifically request to be included in a subsequent year for the remainder of the three-year period.

If King County and HUD do not receive a notice of your decision to not participate by the **July 25<sup>th</sup> deadline**, your city will continue to participate in the Consortium. The existing ICAs include automatic renewal provisions and no further action is needed at this time.

If your city decides to not participate in the King County CDBG Consortium and/or the King County HOME Consortium, please send written notification to:

King County Housing, Homelessness and Community Development Division  
ATTN: Mark Ellerbrook, Director  
401 Fifth Avenue, Suite 510  
Seattle, WA 98104

and

John W. Peters, Director  
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
909 First Avenue, Suite 300  
Seattle, WA 98104-1000

We look forward to your continued participation in the King County Consortia and thank you for your attention to this matter.

Sincerely,

Mark  
Ellerbrook

Digitally signed by Mark  
Ellerbrook  
Date: 2020.06.24  
14:27:24 -07'00'

Mark Ellerbrook  
Division Director

cc: Leo Flor, Director, DCHS  
John W. Peters, Director, Office of Community Planning and Development, U.S. Department of Housing and Urban Development  
Kristin Pula, Capital Programs Manager, HCDD, DCHS

Benson Wong, Mayor  
June 24, 2020  
Page 4 of 4

Laurie Wells, Community Development Program Manager, HHCDD, DCHS  
Jenny Huston, Executive Program Assistant IV, King County Executive's Office  
Kelly Rider, Government Relations Officer, DCHS  
Karan Gill, Council Relations Director, King County Executive's Office





# BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5729**  
**July 21, 2020**  
**Public Hearing**

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5729: Town Center Moratorium (Public Hearing)	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Conduct Public Hearing and provide direction to staff.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Evan Maxim, Director
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Ordinance No. 20-12
<b>CITY COUNCIL PRIORITY:</b>	3. Implement an economic development program.

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

## SUMMARY

On June 2, 2020, the City Council passed Ordinance No. 20-12 (see Exhibit 1), which established a 6-month moratorium on major new construction south of SE 29<sup>th</sup> Street in the Town Center (TC) zoning designation. The City Council indicated that the City desires to update and possibly amend development regulations within the Mercer Island Town Center, including requirements for various types of commercial retail space.

On July 21, 2020, the City Council will hold a public hearing on the Town Center Moratorium, consider public testimony, and provide further direction to staff.

### BACKGROUND

The current Town Center development regulations were established in June 2016 (Ordinance 16C-06). Major new development located north of SE 29<sup>th</sup> Street in the Town Center must provide ground floor street frontage commercial space for use by retail, restaurant, or personal service (e.g. barber shop, nail salon, fitness center, etc.). Between 40 and 60 percent of the ground floor street frontage north of SE 29<sup>th</sup> Street must be designed for retail, restaurant, or personal services; 40 percent is required for those major new developments that provide public parking, while 60 percent is required for those developments that do not provide public parking. Commercial retail space is allowed, but not required, south of SE 29<sup>th</sup> Street in the Town Center zoning designation.

## NEXT STEPS

### Conduct Public Hearing

Following passage of the moratorium (Ordinance No. 20-12), the City is required to hold a public hearing within 60 days. A notice of public hearing was published on June 17, 2020, 30-days in advance of the public hearing on July 21, 2020.

### Review Scope of Moratorium

Following the close of the public hearing and consideration of public testimony, the City Council should review the scope of the moratorium established on June 2, 2020. The City Council has the option of amending the scope of the ordinance by increasing or decreasing the geographical area affected by the moratorium or by expanding or reducing the scope of development affected by the moratorium. If further adjustment to scope of the moratorium is required, staff will need to prepare an ordinance amending the moratorium for City Council action.

### Adoption of Findings of Fact

With the adoption of the moratorium, the City Council established preliminary findings of fact supporting the moratorium. Following the close of the public hearing, the City Council should further discuss the basis for establishing the Town Center moratorium and direct staff to prepare findings of fact for City Council review and adoption. Alternatively, the City Council may direct staff to prepare an ordinance to lift the moratorium.

### Development Regulation Amendment: Scope of work

Staff anticipates that consultant support to provide an economic analysis of the viability of requiring more commercial space, and additional staff resources, will be required to complete this work. Staff will prepare a scope of work for City Council review in the Fall of 2020. The scope of work will be informed by the adoption of the findings of fact for the moratorium and the City Council discussion on July 21, 2020.

### Review Process

Amendments to the Town Center regulations require review by the Planning Commission, a public hearing, and adoption by the City Council. Town Center code amendments may also require an amendment to the Comprehensive Plan.

## RECOMMENDATION

1. Conduct the public hearing.
2. Review and discuss the scope of the moratorium. Provide direction to staff regarding any amendments to the scope of the moratorium.
3. Discuss the basis for establishing the Town Center moratorium and direct staff to prepare Findings of Fact for City Council review and adoption.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 20-12**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON;  
ADOPTING A MORATORIUM ON THE ACCEPTANCE OF CERTAIN  
BUILDING PERMIT APPLICATIONS IN THE MERCER ISLAND TOWN  
CENTER ZONE; SCHEDULING A PUBLIC HEARING; DECLARING AN  
EMERGENCY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING  
AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, in compliance with the Washington State Growth Management Act, Chapter 36.70A RCW, the City of Mercer Island (City) adopted a Comprehensive Plan in 1994 and has amended the plan on several occasions since that time; and

**WHEREAS**, in compliance with the Washington State Growth Management Act, Chapter 36.70A RCW, the City has adopted a zoning code and map (Mercer Island City Code, Title 19, Unified Land Development Code); and

**WHEREAS**, as part of its Growth Management Act obligations, the City desires to significantly update and amend development regulations applicable to certain parts of the Mercer Island Town Center, including requirements for various types of commercial retail space; and

**WHEREAS**, during its annual Planning Session, the City Council established a work plan for 2020 and 2021 that prioritized the included updates to the Town Center development regulations; and

**WHEREAS**, the City Council may adopt an immediate moratorium for a period of up to six months on the acceptance of building and development permit applications for major new construction as long as the City Council holds a public hearing on the proposed moratorium within sixty days after adoption, pursuant to RCW 35A.63.220 and RCW 36.70A.390; and

**WHEREAS**, consistent with the provisions of RCW 35A.63.220 and RCW 36.70A.390, it is appropriate for the City Council to hold a public hearing and to adopt findings of fact supporting and justifying the moratorium, and to implement a work plan to prepare and adopt changes to the Town Center development regulations; and

**WHEREAS**, allowing building and other new development to continue in certain parts of the Town Center zone before the City Council can fully consider new Town Center development regulations will substantially impact orderly growth in the Town Center zone; and

**WHEREAS**, building permit applications and other development proposals submitted under existing regulations may be inconsistent with the updated Town Center regulations; and



**WHEREAS**, the City Council finds that if new developments vest under the current Town Center regulations, it may result in a poorly designed Town Center, visual blight, economic hardship, and poor infrastructure design that pose harm to public health, safety, property, and welfare; and

**WHEREAS**, to prevent the potential harm to public health, safety, property, and welfare, the City Council concludes that the City Council needs to take immediate action; and

**WHEREAS**, the moratorium does not apply to any complete application for a development proposal that has vested pursuant to MICC 19.15.170 to the regulations in effect prior to the effective date of this ordinance; and

**WHEREAS**, the City shall schedule a public hearing before August 01, 2020, consistent with the requirements set forth in RCW 35A.63.220 and RCW 36.70A.390.

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

- Section 1. Moratorium Established.** The Mercer Island City Council hereby imposes a six month moratorium on the submission or acceptance of applications for any building permits or any other land use approvals for Major New Construction as defined in MICC 19.16.010 for properties located south of SE 29<sup>th</sup> Street within the Town Center (TC) zone at Mercer Island. All applications subject to this moratorium received by the City shall be rejected and returned to the applicant.
- Section 2. Whereas Clauses Adopted.** The “Whereas Clauses” set forth in the recital section above are hereby adopted as the preliminary findings of the City Council for passing this ordinance.
- Section 3. Public Hearing.** A public hearing shall be scheduled and noticed to be held before August 01, 2020 pursuant to RCW 35A.63.220 and RCW 36.70A.390 to hear and consider the comments and testimony of those wishing to speak regarding the moratorium enacted by this ordinance. After the public hearing, the City Council will either adopt findings of fact justifying the continuation of the moratorium, or adopt an ordinance lifting it.
- Section 4. Duration of Moratorium.** The moratorium established by this ordinance shall continue in effect for an initial period of six months, unless repealed, extended or modified by the City Council after subsequent public hearing(s), entry of appropriate findings of fact, and or development of a work plan for related studies pursuant to RCW 35A.63.220 and RCW 36.70A.390.
- Section 5. Declaration of Emergency.** As set forth in the “Whereas Clauses” adopted in Section 2 of this ordinance, the City Council hereby declares that an emergency exists necessitating that this ordinance take effect immediately

upon proper passage by the whole membership of the City Council, and that the same is exempt from SEPA review under WAC 197-11-880.

**Section 6. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance or its application to any other person, property or circumstance.

**Section 7. Effective Date.** This ordinance, as a public emergency ordinance necessary for the protection of the public health, safety, property, and welfare, shall take effect and be in full force and effect immediately upon its proper passage by the City Council as provided under RCW 35A.13.190.

Passed unanimously by the City Council of the City of Mercer Island, Washington, at its regular meeting on June 2, 2020, and signed in authentication of its passage.

CITY OF MERCER ISLAND

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

ATTEST:

  
\_\_\_\_\_  
Deborah A. Estrada, City Clerk

Approved as to Form:

/s/  
\_\_\_\_\_  
Bio Park, City Attorney

Date of Publication: June 10, 2020

The background of the slide features a large, light blue watermark of the official seal of the City of Mercer Island, Washington. The seal is circular and contains the text "CITY OF MERCER ISLAND" at the top and "WASHINGTON" at the bottom. In the center of the seal is a stylized tree with a five-pointed star above it, and wavy lines representing water at the base.

# AB 5729: Town Center Moratorium

City Council Public Hearing

July 21, 2020

# Tonight

- Public Hearing
- Scope of the moratorium
- Findings of Fact
- Next steps / Councilmember questions

# Scope of Moratorium

- Option to direct staff to prepare an ordinance to amend the:
  - Geographical area; or
  - Scope of development
  
- Adoption of amended moratorium will be required at future Council meeting
  
- Alternatively, no change to the current moratorium scope

# Findings of Fact

- Preliminary findings of fact supporting the moratorium
  - Exhibit 1, “Whereas” statements
- Staff needs City Council consensus around basis for moratorium to inform staff in preparing findings of fact for adoption by the City Council
- Alternatively, the City Council may direct staff to prepare an ordinance to lift the moratorium

# Next Steps

- City Council adoption of:
  - Findings of Fact
  - Amendment to moratorium (if any)
- Retain consultant, prepare scope of work
- Planning Commission review, public hearing, City Council action

# Councilmember Question

- The Comprehensive Plan Land Use Element currently reflects the specific location of the required retail space in the Town Center
- Any change to the location of required retail space would likely require a Comprehensive Plan amendment in addition to a Town Center code amendment
- Comprehensive Plan amendments are limited to once a year





# BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5727**  
**July 21, 2020**  
**Regular Business**

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5727: YFS Foundation Donation Acceptance and YFS Fund Update	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Accept \$102,600 from the YFS Foundation’s offer to restore YFS services for the remainder of 2020.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Youth and Family Services		
<b>STAFF:</b>	Ed Holmes, Police Chief and Derek Franklin, YFS Clinical Supervisor		
<b>COUNCIL LIAISON:</b>	Wendy Weiker	Salim Nice	Lisa Anderl
<b>EXHIBITS:</b>	1. YFS Foundation Letter to City Manager Bon 2. YFS Fund July Forecast		
<b>CITY COUNCIL PRIORITY:</b>	n/a		

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

## SUMMARY

The purpose of this agenda bill is to authorize acceptance of a donation from the Mercer Island Youth and Family Services Foundation to partially restore Youth and Family Services (YFS) Department services impacted by recent reductions resulting from the COVID-19 Pandemic.

On June 11, 2020, the City received a letter from the Mercer Island Youth and Family Services Foundation stating their intent to provide a donation to the City of up to \$815,000 (see Exhibit 1). The YFS Foundation funds were donated by community members, non-profit partners, and local businesses. Up to \$617,000 of this money is offered unconditionally, with an additional amount up to \$198,000 contingent upon the City providing a match, “toward restoring the most urgent services recommended by the Department.”

### BACKGROUND

The primary mission of the Mercer Island Thrift Shop is to raise money to support YFS Department services. In 2020, the Thrift Shop was projected to earn nearly \$2 million in gross revenues, equal to approximately 65 percent of the YFS Department’s resources. Other revenues for the YFS Department include donations from the Mercer Island Youth and Family Services Foundation, federal grants, and charges for services.

The City of Mercer Island declared a state of emergency on March 5, 2020 due to impacts from the Pandemic. The following week, the Thrift Shop closed. By the end of March, due to thin margins within the YFS Fund, quarterly and irregular receipt of grant funds, and the immediate impact of the Thrift Shop’s closure, the YFS

Fund began drawing down unappropriated YFS Fund resources to cover expenses. The Thrift Shop’s closure through the end of the year results in a projected \$1.6 million revenue shortfall.

On June 2, staff presented the financial impacts to the YFS Fund in [AB 5700](#). Following implementation of Citywide Phase 1 and Phase 2 cost saving measures in response to the Pandemic, the City Council took further steps to stabilize the YFS Fund. First, the City Council appropriated the remaining unrestricted balance in the YFS Fund and authorized an additional \$250,000 of Contingency Funds to sustain a positive cash balance and sufficient working capital.

In [AB 5694](#), the City Council authorized use of the compensated absences reserve and established an unemployment reserve. These measures further relieved the YFS Fund from one-time expenses and unforeseen costs associated with unemployment. Fourteen staff remain in the YFS Department, most working reduced hours with a remaining emphasis on school counseling, senior services support, and emergency assistance. Early in July, the Finance team assessed the overall health of the YFS Fund taking into account recent City Council actions. In the latest forecast (see Exhibit 2), costs continue to outpace revenues, depleting the remaining Fund balance by year-end.

Discussion

In May 2020, a YFS Working Group was formed consisting of Deputy Mayor Weiker, Councilmembers Nice and Anderl, YFS Foundation Board members Jody Kris, Laura Oberto, and Chris Woerner, and City staff. The YFS Working Group met several times to begin discussions on short-term and long-term funding options for the YFS Department.

After holding two meetings in July to discuss short-term funding scenarios, the YFS Working Group recommends the City Council accept \$102,600 from the YFS Foundation to restore the following services through the end of 2020:

	<b>Services</b>	<b>Cost thru 2020 year-end</b>
1	Reinstate 2 elementary school counselors to 28 hrs./ week, bringing the total number of school counselors back to seven.	\$49,700
2	Restore all 7 school counselors from 28 hrs./ week to 32 hrs./ week.	\$21,700
3	Reinstate 1 part-time Administrative Assistant.	\$15,600
4	Restore Senior, Individual and Family Therapist to full-time status.	\$15,600
	<b>TOTAL FOR FOUR MONTHS (Sept – Dec 2020)</b>	<b>\$102,600</b>

The service restoration recommendation was prepared by YFS Department leadership. When considering how to prioritize the restoration of services, YFS leadership considered the portfolio of services that would have the greatest impact on their mission to provide meaningful services to the community.

The YFS Working Group further recommends that the balance of the YFS Foundation’s donation be held for use in the 2021-2022 biennium to stabilize YFS Department services given the ongoing financial uncertainty related to impacts of the Pandemic.

**RECOMMENDATION**

Authorize the City Manager to accept \$102,600 from the YFS Foundation to restore the services as previously described for the remainder of 2020.



**Foundation Directors**

- Jody Kris  
President
- Mai Krishnaswamy  
Vice President
- Laura Oberto  
Treasurer
- Chris Woerner  
Secretary
- Steffenie Evans
- Anjali Grover
- Christina Hendelman
- Pam Hinnen
- John Martin
- Jennifer Pawlosky
- James Schwab
- Mina Velamoor
  
- Cynthia Goodwin  
Director

Jessi Bon  
 Mercer Island City Manager  
 9611 SE 36<sup>th</sup> Street  
 Mercer Island, WA 98040  
**BY ELECTRONIC MAIL**

Dear Ms. Bon:

The Mercer Island Youth and Family Services Foundation is pleased to inform you that community residents, non-profit partners and local businesses have made gifts of \$617,000 exceeding our biennial 2019-20 commitment, including \$197,000 specifically directed to COVID relief and exclusive of \$63,000 directed immediately to post COVID emergency assistance. Due to this unprecedented generosity, we are able immediately to accelerate our remaining 2020 commitment to the City (\$147,000) and offer up to \$816,000 of additional funding to begin to restore YFS services. This offer draws down \$198,000 of the reserve fund presciently established by the 2016 Foundation Board. The remaining reserve balance offers a cushion, if needed, to ensure our 2021 funding commitment, once established.

Mercer Island has experienced significant spikes in mental health disruptions in youth and adults. COVID-19 has deprived youth of contact with teachers, peers, athletic coaches and arts programs, elevating depression and anxiety. Parents are juggling home schooling while working at home; some are anxious about returning to unsafe workplaces; others worry about employment or financial stability or are grieving due to COVID deaths. Quarantine is reported to have exacerbated family conflict and abuse. Upheaval after George Floyd’s death unleashed anger, safety concerns and malaise. The Foundation believes rebuilding services now should be a priority to address grave community needs.

Our offer to accelerate \$147,000 of our 2020 biennial commitment and up to \$617,000 collected in excess of our biennial commitment is unconditional. Our offer of up to \$198,000 from our reserve fund is contingent on the City providing an equal amount to YFS operations in 2020, toward restoring the most urgent services recommended by the Department. The match could come from Thrift Shop revenues once reopened, or by City contingency or other available funds. The Foundation reserves – and the City match, would be available to draw upon as needed in equal measure to regain optimal service levels as directed by City management for 2020. At year end, any excess reserve/contingency balance could be returned to each of the Foundation and City or, by agreement, kept in the YFS fund to smooth the transition into 2021 to maintain service levels. Islanders have voted with their dollars to restore much needed services. The YFS model has been successful for many years with a funding partnership of the City, the Thrift Shop and the Foundation. Foundation donors have more than pulled their weight in fulfilling their side of the bargain. We ask that the City and the City Council utilize these resources to keep our families safe and healthy.

Although the Foundation is a 501(c)(3) supporting organization that does not direct or control the operations of the Department, we respectfully suggest that the City utilize some of our additional funding to prioritize restoration of the Executive Director currently on standby, on at least a part-time basis, to inform the most effective allocation of our contribution in the short term. The Department's ED for the last 18 years has a firm handle on community needs and is best suited to identify the most efficient staff level and mix based on current need, as well as support the Foundation's efforts to inspire donors to continue the extraordinary financial support that enabled the Foundation to make this offer.

The Foundation will continue aggressive fundraising efforts throughout 2020 to raise money for 2021 and work in partnership with the City and the Thrift Shop to achieve a sustainable revenue model into the next biennium and beyond. We look forward to participating in the City Council YFS working group to consider solutions for a long term, sustainable funding platform, among which could include a stand alone levy to fund school counselors, a Thrift Store revenue-enhancing renovation, and an initiative to build a parallel City YFS reserve fund responsibly over time.

We note that our protocols for donations made to the Foundation restricted to Food Pantry or Emergency Assistance remain unchanged. Those donations are, and will continue to be, immediately transferred to the YFS Department upon receipt by the Foundation. We are grateful for the City's consideration and especially for the enthusiastic financial support from the community for the MIYFS Department and the quality services it provides.

The MIYFS Foundation Board

Jody Kris, President

Mai Krishnaswamy, Vice President, Strategic Marketing Co-Chair

Chris Woerner, Secretary, Tree Lot Subcommittee Co-Chair

Laura Oberto, Treasurer

Pam Hinnen, Fundraising Committee Co-Chair; Breakfast Co-Chair

Mina Velamoor, Fundraising Committee Co-Chair, Major Donor Subcommittee Co-Chair

Steffenie Evans, Major Donor Subcommittee Co-Chair

Anjali Grover, Finance Committee Chair

Christina Hendelman, Breakfast Subcommittee Co-Chair

John Martin, Operations Committee Chair

Jennifer Pawlosky, Strategic Marketing Subcommittee Co-Chair

Jim Schwab, Tree Lot Subcommittee Co-Chair

CC:

Mayor Benson Wong

Deputy Mayor Wendy Weiker

Councilmember Lisa Anderl

Councilmember Jake Jacobsen

Councilmember Salim Nice

Councilmember Craig Reynolds

Councilmember Dave Rosenbaum

## Youth and Family Services Fund Forecast

Prepared July 14, 2020 - pending further analysis

Slight differences may occur due to rounding

160 - YFS FUND IN THOUSANDS	2020	FY 2020												SUBTOTAL
	Adopted Budget	JAN Actuals	FEB Actuals	MAR Actuals	APR Actuals	MAY Actuals	JUN Estimates	JUL Estimates	AUG Estimates	SEP Estimates	OCT Estimates	NOV Estimates	DEC Estimates	
<b>REVENUES</b>														
YOUTH SERVICE THRIFT SHOP	1,969	154	148	48	(2)	7	0	0	0	0	0	0	0	355
CHARGES FOR SERVICES	319	9	9	7	8	9	38	8	8	8	8	8	38	158
DONATIONS & MISC.	362	0	0	128	0	75	4	74	0	0	73	0	0	353
INTERGOVT-STATE & KC GRANTS	41	27	0	1	4	7	0	0	3	4	4	4	4	55
FEDERAL GRANTS	404	7	15	12	14	12	14	17	15	15	15	15	15	166
EMERGENCY ASSISTANCE	87	9	0	3	19	54	3	4	3	3	3	3	3	110
<b>TOTAL REVENUES</b>	<b>\$3,283</b>	<b>\$206</b>	<b>\$173</b>	<b>\$198</b>	<b>\$42</b>	<b>\$165</b>	<b>\$59</b>	<b>\$102</b>	<b>\$29</b>	<b>\$30</b>	<b>\$103</b>	<b>\$30</b>	<b>\$60</b>	<b>\$1,197</b>
<b>EXPENDITURES</b>														
YFS SERVICES	1,965	214	137	140	151	91	83	41	55	83	83	81	85	1,244
THRIFT SHOP	867	98	69	69	59	19	21	21	20	21	21	20	21	460
FEDERAL GRANTS	404	7	15	12	14	12	14	17	15	15	15	15	15	166
EMERGENCY ASSISTANCE	96	1	6	3	3	3	3	4	16	16	16	16	16	106
<b>TOTAL EXPENDITURES</b>	<b>\$3,332</b>	<b>\$321</b>	<b>\$228</b>	<b>\$225</b>	<b>\$227</b>	<b>\$125</b>	<b>\$122</b>	<b>\$83</b>	<b>\$107</b>	<b>\$135</b>	<b>\$135</b>	<b>\$132</b>	<b>\$137</b>	<b>\$1,977</b>
<b>UNRESTRICTED FUNDS NET OVER / (UNDER)</b>		<b>(\$123)</b>	<b>(\$49)</b>	<b>(\$26)</b>	<b>(\$200)</b>	<b>(\$12)</b>	<b>(\$62)</b>	<b>\$19</b>	<b>(\$65)</b>	<b>(\$92)</b>	<b>(\$19)</b>	<b>(\$90)</b>	<b>(\$64)</b>	<b>(\$783)</b>
<b>UNRESTRICTED FUND BALANCE</b>														
Contingency Fund Appropriation 6/2/20	250								13	92	19	90	64	
Unappropriated Fund Balance	329			21	200	12	62	(19)	52					
Appropriated Fund Balance	177	123	49	5										
<b>ENDING UNRESTRICTED FUND BALANCE</b>	<b>\$506</b>	<b>\$384</b>	<b>\$335</b>	<b>\$309</b>	<b>\$108</b>	<b>\$96</b>	<b>\$34</b>	<b>\$53</b>	<b>\$238</b>	<b>\$145</b>	<b>\$126</b>	<b>\$36</b>	<b>(\$28)</b>	
EMERGENCY ASSISTANCE NET OVER / (UNDER)		\$8	(\$6)	(\$1)	\$16	\$51	\$0	\$0	(\$13)	(\$13)	(\$13)	(\$13)	(\$13)	
<b>EMERGENCY ASSISTANCE - ENDING BALANCE</b>	<b>\$100</b>	<b>\$108</b>	<b>\$102</b>	<b>\$102</b>	<b>\$117</b>	<b>\$169</b>	<b>\$169</b>	<b>\$169</b>	<b>\$156</b>	<b>\$143</b>	<b>\$130</b>	<b>\$117</b>	<b>\$104</b>	

At year-end, Fund 160 will under-earn \$783,000. This includes \$506,000 of fund balance, 250,000 of contingency funds, and \$28,000 of unidentified resources.

With costs and revenues remaining constant after Phase 1 and Phase 2 cost saving measures, the Fund will go negative in December.

# MIYFS Foundation Donation Acceptance

## YFS Fund Update

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*AB 5727 | July 21, 2020*



# YFS Working Group

May 2020 the YFS Working Group was formed:

- Deputy Mayor Weiker, and Councilmembers Nice and Anderl
- YFS Foundation Board members Kris, Oberto, and Woerner
- City staff members

Discussions focused on short-term and long-term funding options for YFS Group also discussed options for the Foundation's donation



# Foundation Donation Letter

On June 11, 2020, the City received a letter from the MIYFS Foundation:

- Stating community members, non-profit partners, and local businesses had donated funds to the Foundation to support YFS; and
- Offering up to \$815K to the City:
  - *\$617K was offered without conditions.*
  - *\$198 was offered with a condition that the City provide a match.*





# YFS Fund Forecast

As of July, expenses outpace revenues by

**(\$783,000)**

After Phase 1 and Phase 2 cost saving measures



# YFS Fund Forecast – Revenues

- ❑ Pre-COVID revenue estimate -> \$3.28 M
- ❑ Post-COVID revenue estimate -> \$1.19 M
- ❑ Primarily due to \$355,000 Thrift Shop revenues compared to \$1.96 M pre-COVID estimate.



# YFS Fund Forecast – Expenses

- ❑ Pre-COVID expenditure estimate-> \$3.33 M
- ❑ Post-COVID expenditure estimate -> \$1.97 M
  
- ❑ Cost saving measures reduced staffing levels, redirected one-time cash-outs and unemployment costs.
- ❑ Prioritized school counselors, senior services, and emergency assistance support.



# YFS Fund Forecast – Fund Balance

Item 8.

160 - YFS FUND IN THOUSANDS	2020 Adopted Budget	FY 2020												SUBTOTAL
		JAN Actuals	FEB Actuals	MAR Actuals	APR Actuals	MAY Actuals	JUN Estimates	JUL Estimates	AUG Estimates	SEP Estimates	OCT Estimates	NOV Estimates	DEC Estimates	
TOTAL REVENUES	\$3,283	\$206	\$173	\$198	\$42	\$165	\$59	\$102	\$29	\$30	\$103	\$30	\$60	\$1,197
TOTAL EXPENDITURES	\$3,332	\$321	\$228	\$225	\$227	\$125	\$122	\$83	\$107	\$135	\$135	\$132	\$137	\$1,977
<b>UNRESTRICTED FUNDS NET OVER / (UNDER)</b>		(\$123)	(\$49)	(\$26)	(\$200)	(\$12)	(\$62)	\$19	(\$65)	(\$92)	(\$19)	(\$90)	(\$64)	<b>(\$783)</b>
<b>UNRESTRICTED FUND BALANCE</b>														
Appropriated Fund Balance	177	123	49	5										
Unappropriated Fund Balance	329			21	200	12	62	(19)	52					
Contingency Fund Appropriation 6/2/20	250								13	92	19	90	64	
<b>ENDING UNRESTRICTED FUND BALANCE</b>	<b>\$506</b>	<b>\$384</b>	<b>\$335</b>	<b>\$309</b>	<b>\$108</b>	<b>\$96</b>	<b>\$34</b>	<b>\$53</b>	<b>\$238</b>	<b>\$145</b>	<b>\$126</b>	<b>\$36</b>	<b>(\$28)</b>	

*Slight differences may occur due to rounding*

At year-end Fund spends balance and Contingency Funds

Revised Revenue Forecasts anticipated in September

Staff recommendation to address negative year-end balance in the fall



# YFS Working Group recommendation: Partial program restoration through 9/1-12/31 2020

	<b>Services</b>	<b>Cost thru 2020 year-end</b>
<b>1</b>	Reinstate 2 elementary school counselors to 28 hrs./ week, bringing the total number of school counselors back to seven.	\$49,700
<b>2</b>	Restore all 7 school counselors from 28 hrs./ week to 32 hrs./ week.	\$21,700
<b>3</b>	Reinstate 1 part-time Administrative Assistant.	\$15,600
<b>4</b>	Restore Senior, Individual and Family Therapist to full-time status.	<u>\$15,600</u>
	<b>TOTAL FOR FOUR MONTHS (Sept – Dec 2020)</b>	<b>\$102,600</b>



# Recommended Action

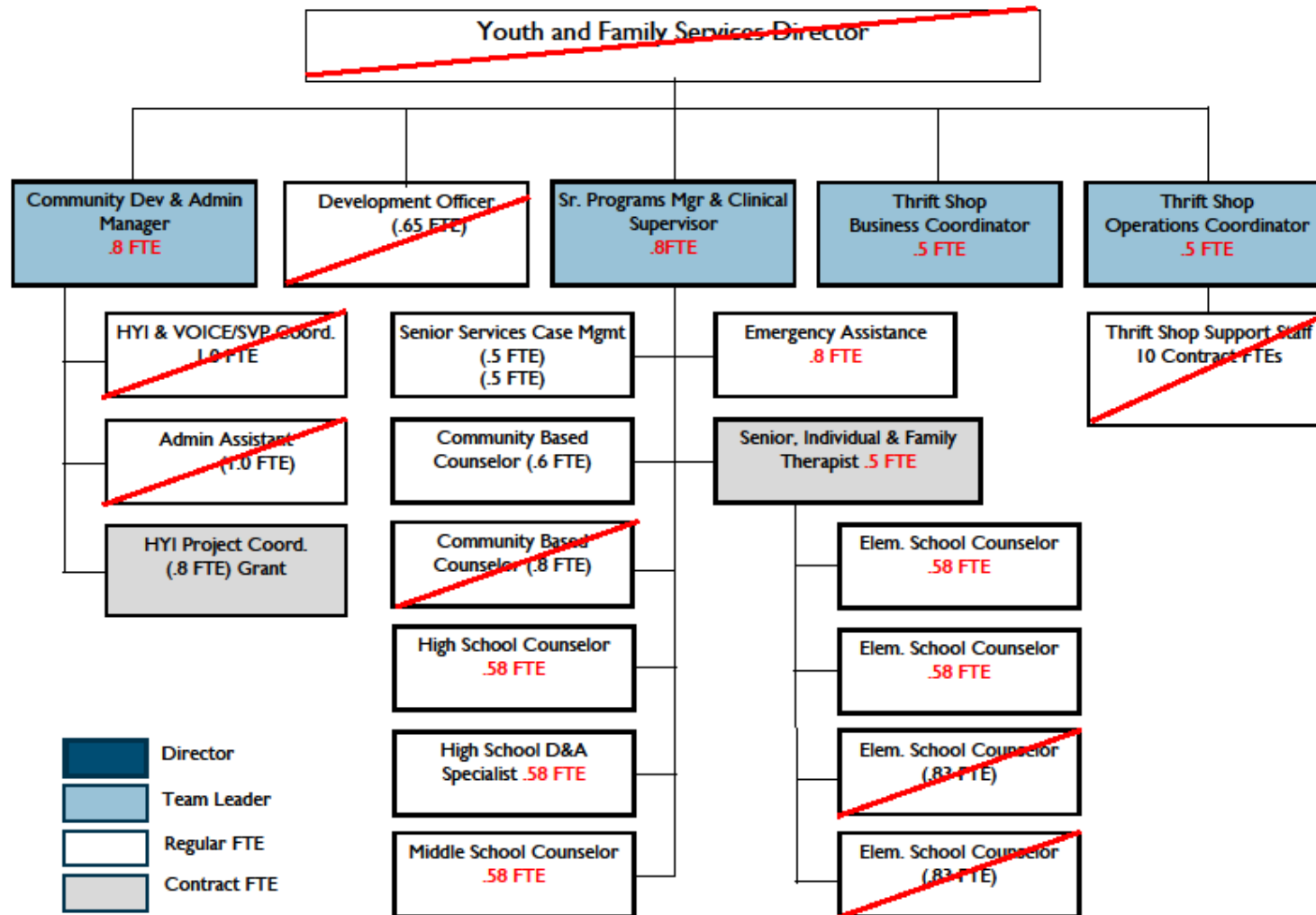
Authorize the City Manager to accept \$102,600 from the YFS Foundation to restore the services as previously described for the remainder of 2020.



# Questions?



# YFS COVID-related Reductions







# BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5717**  
**July 21, 2020**  
**Regular Business**

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5717: CARES Act Coronavirus Relief Funds Grant Acceptance	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
<b>RECOMMENDED ACTION:</b>	Accept CARES Act Coronavirus Relief Funds (CRF) grant and authorize use of CRF funds to support the City's response to the COVID-19 Pandemic.	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Finance
<b>STAFF:</b>	Merrill Thomas-Schadt, EOC Grants & Time Tracking Coordinator
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	n/a
<b>CITY COUNCIL PRIORITY:</b>	2. Articulate, confirm, and communicate a vision for effective and efficient city services. Stabilize the organization, optimize resources, and develop a long-term plan for fiscal sustainability.

<b>AMOUNT OF EXPENDITURE</b>	\$ 734,100
<b>AMOUNT BUDGETED</b>	\$ 0
<b>APPROPRIATION REQUIRED</b>	\$ 734,100

## SUMMARY

The City of Mercer Island was awarded \$734,100 through Washington State's Coronavirus Relief Funds ("CRF"), made available by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). Acceptance of the grant funding will enable the City to allocate the funds to support the City's response to the COVID-19 Pandemic ("Pandemic"), specifically Emergency Operations Center ("EOC") operations.

### BACKGROUND

On May 18, 2020, Governor Inslee announced that Washington State would award \$300 million of the State's CARES funding to local governments with less than 500,000 residents that did not receive direct distributions under the CARES Act. The funding is being distributed by the Washington State Department of Commerce.

Coronavirus Relief Funds may only be used for costs incurred by local governments in response to the COVID-19 public health emergency during the period of March 1, 2020 through October 31, 2020. The Department of Commerce further clarified that the Coronavirus Relief Funds may only be used for costs that are necessary due to the public health emergency **and** were not previously accounted for in the City's adopted budget as of March 27, 2020.

Eligible costs for reimbursement include:

1. Medical expenses, such as emergency medical response, including emergency medical transportation related to COVID-19.
2. Public health expenses, such as disinfection of public areas and other safety measures undertaken in response to COVID-19.
3. Payroll expenses for public safety, public health, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures including those which improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 emergency.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that were not previously budgeted or are a substantially different use of funds as originally budgeted.

The Department of Commerce provided written guidance and ongoing resources to local governments to assist in determining reimbursement eligibility. Staff is confident the City will recover costs for staffing the EOC, purchasing personal protective equipment and cleaning/sanitizing supplies, purchasing equipment for remote work and services capabilities, and other staff time related to ensuring compliance with public safety measures during the Pandemic response.

### **MERCER ISLAND EMERGENCY OPERATIONS**

On March 5, 2020, the City of Mercer Island activated its EOC in response to the Pandemic. Since that time, a significant amount of staff resources and supply funding have been required to manage the City's response to the Pandemic.

Direct supply expenses include the procurement of hand sanitizer, surface disinfecting sprays, protective gloves, cloth and N-95 face masks, and thermometers. EOC equipment costs include the purchase of additional laptops and other small equipment to enable staff to work remotely. Facility costs include increased cleaning needs and modifying office spaces to adhere to the public health guidelines.

On June 2, 2020, the City Council appropriated \$496,000 from the Contingency Fund to support ongoing emergency operations through August 31, 2020. The appropriation ensured EOC operations would continue while the mechanics of how and when the State would distribute CARES Act funding was still being developed.

Due to the expected resurgence of the virus, phased re-opening of City facilities and operations, and expense tracking tied to the emergency, staff expects resources will be needed to sustain the City's Pandemic response through December 31, 2020.

Costs for staffing and supplying the City's emergency operations from March 5 through December 31, 2020 is estimated at \$842,000. The City will first utilize \$734,100 in CARES Act funding to support emergency operations in response to the Pandemic. Once CARES Act dollars are drawn down through October 31, 2020, the remaining \$107,900 of anticipated emergency operation expenses through year-end will be covered by

the City Council’s appropriation of \$496,000 of Contingency Funds, delaying and reducing the amount taken from the Contingency Fund to support EOC operations.

Emergency operation costs related to the Pandemic are summarized in the table below:

EOC Costs	Prior May 1	May	June	July-December
Level 1 EOC supplies & Services	150,000			
Level 2 DOC staff costs		74,000	74,000	444,000
Level 2 EOC supplies & services		12,500	12,500	75,000
Monthly Totals	\$ 150,000	\$ 86,500	\$ 86,500	\$ 519,000
<b>Total EOC Operating Cost Through 20202</b>				<b>\$ 842,000</b>

Staff has been closely tracking purchases, services, and staff time related to the Pandemic response and is prepared to submit these records to the State as required. Following the City Council’s acceptance of CARES Act funding, the City may begin submitting reimbursements immediately. The City can expect to receive funds between seven and 30 days after submitting a cost reimbursement request.

**ADDITIONAL RESOURCES**

Staff is tracking and applying for additional grant funding resources in response to the Pandemic. FEMA Public Assistance funding is a separate process and the application is currently being developed by staff and Public Assistance representatives. FEMA reimbursements for eligible costs are not expected until 2021 or later. Additionally, the City is eligible to receive approximately \$37,000 through King County CARES Act funding allocated specifically to support local businesses. Staff Liaison Sarah Bluvás is coordinating the use of these funds and will present a recommendation to the City Council at a future meeting.

**RECOMMENDATION**

Authorize the City Manager to accept CARES Act Coronavirus Relief Funds from Washington State in the amount of \$734,100. Appropriate the full amount to support the City’s emergency operation in response to the Pandemic through December 31, 2020.

# Coronavirus Relief Funds

## CARES Act Funds for Local Governments

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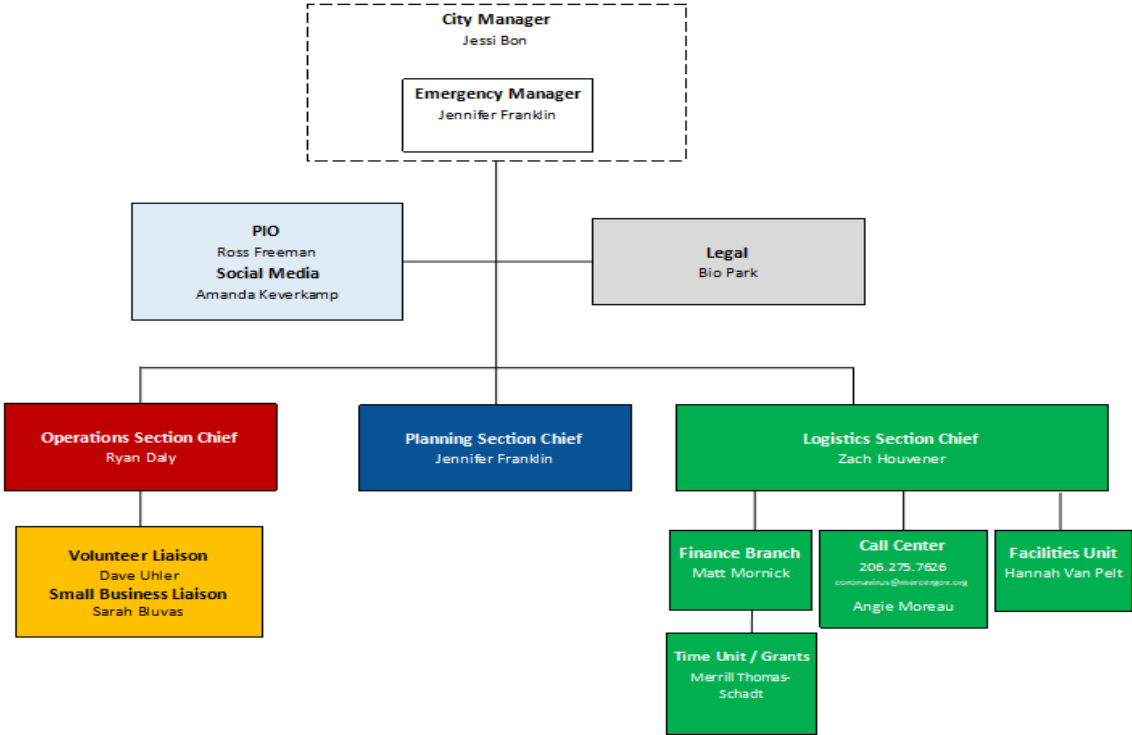
AB 5717 | July 21, 2020



# EOC Grants and Time Tracking Unit

- Coordinate and track City's applications for grant reimbursements related to emergencies.
- Assist with tracking expenses related to the City's Coronavirus Pandemic response.
- Monitor staff hours and activities related to the Pandemic, ensuring accurate tracking for reimbursement.

Mercer Island EOC Organization Chart



# CRF: Program Background



## Coronavirus Relief Funds Program

- Source of Funds
  - Federal stimulus funding provided by US Dept of Treasury
  - Awarded by Governor Inslee via the Office of Financial Management
  
- Period of Performance
  - Funds may only be used for costs incurred in response to the Coronavirus pandemic during the period of March 1 – October 31, 2020
  - Final requests for reimbursement due November 15, 2020



# CRF: Intended Use

## **Coronavirus Relief Funds may be used to cover costs that:**

- Are necessary expenditures incurred due to the Coronavirus; and
- Are not accounted for in the budget most recently approved as of March 27, 2020.

# CRF: Eligible Costs



## 1. Medical expenses

- Emergency medical expenses, including emergency medical transportation related to COVID-19
- Expenses for operating public telemedicine capabilities for COVID-19 related treatment





# CRF: Eligible Costs



## 2. Public health expenses

- Communication and enforcement of public health orders related to COVID-19
- Acquisition and distribution of medical and protective supplies for public health or safety workers
- Disinfection of public areas and other facilities
- Public safety measures undertaken in response to COVID-19



# CRF: Eligible Costs

Dear Islanders,

 CITY OF MERCER ISLAND  
YOUTH & FAMILY SERVICES

**We are here to help.**

We know that this is a challenging time, and the MIYFS team is here for you and your family.

- Emergency Financial Case Management
- Rent and Utility Assistance
- Food Pantry
- Senior Case Management
- Counseling Services

Clinical Services Intake  
206-275-7657

[letstalk.mercergov.org/coronavirus\\_resources](http://letstalk.mercergov.org/coronavirus_resources)

**3. Payroll expenses for public safety, public health, health care, human services, and employees who are substantially mitigating or responding to the Pandemic.**



# CRF: Eligible Costs



**4. Expenses of action to facilitate compliance with COVID-19 related public health measures.**

**5. Expenses associated with the provision of economic support in connection with the COVID-19 response.**



# Eligible Cost Test

If all five statements are true, then a jurisdiction can feel confident the cost is eligible:

1. The expense is connected to the COVID-19 emergency.
2. The expense is "necessary."
3. The expense is not filling a shortfall in government revenues.
4. The expense is not funded through another budget line item, allotment or allocation, as of March 27, 2020.
5. The expense wouldn't exist without COVID-19 or would be for a "substantially different" purpose.



# Mercer Island Portion

## Mercer Island received \$734,100

- OFM allocations based on 2019 population estimates
- City received notice May 20, 2020
- Contract initiated July 15, 2020

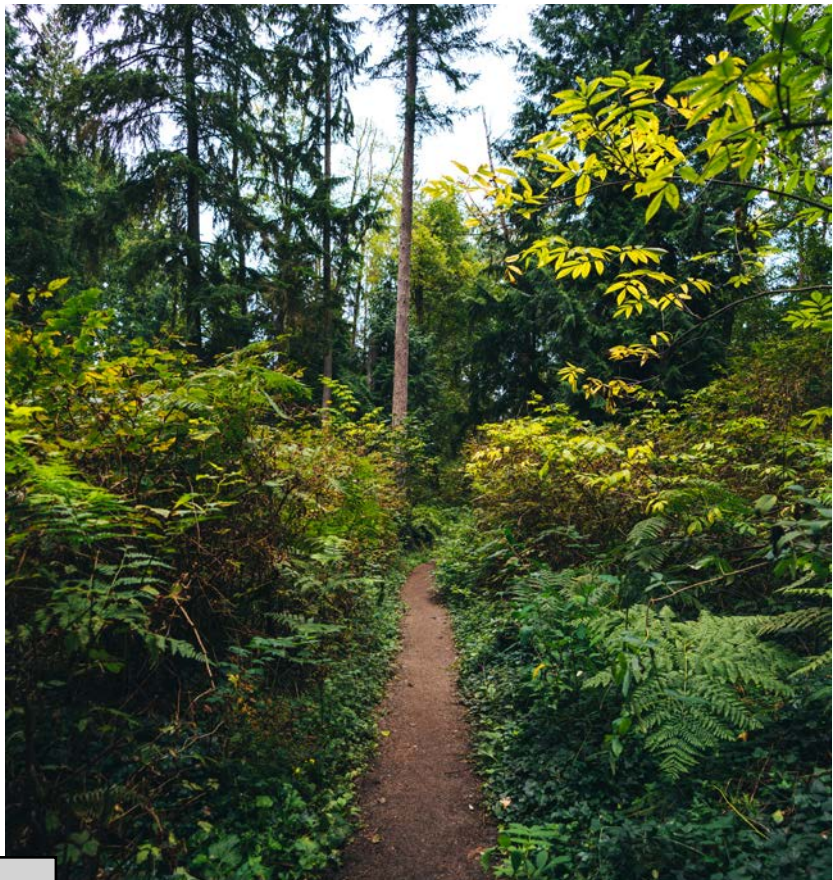


# Contingency Funds

## City will utilize CARES funding before Contingency Funds

- June 2<sup>nd</sup> – Council allocated \$496,000 of Contingency Funds
- From 5/1 – 12/31, staff estimate \$842,000 in emergency response costs
- CARES funds delay and reduce reliance on Contingency Funds
- Staff anticipate using \$108,000 in Contingency Funds thru year-end

# Additional Resources



- FEMA Public Assistance
- King County CARES Act funds for Small Business
- Assistance to Firefighters Program (not awarded)
- Ongoing outreach for other resources



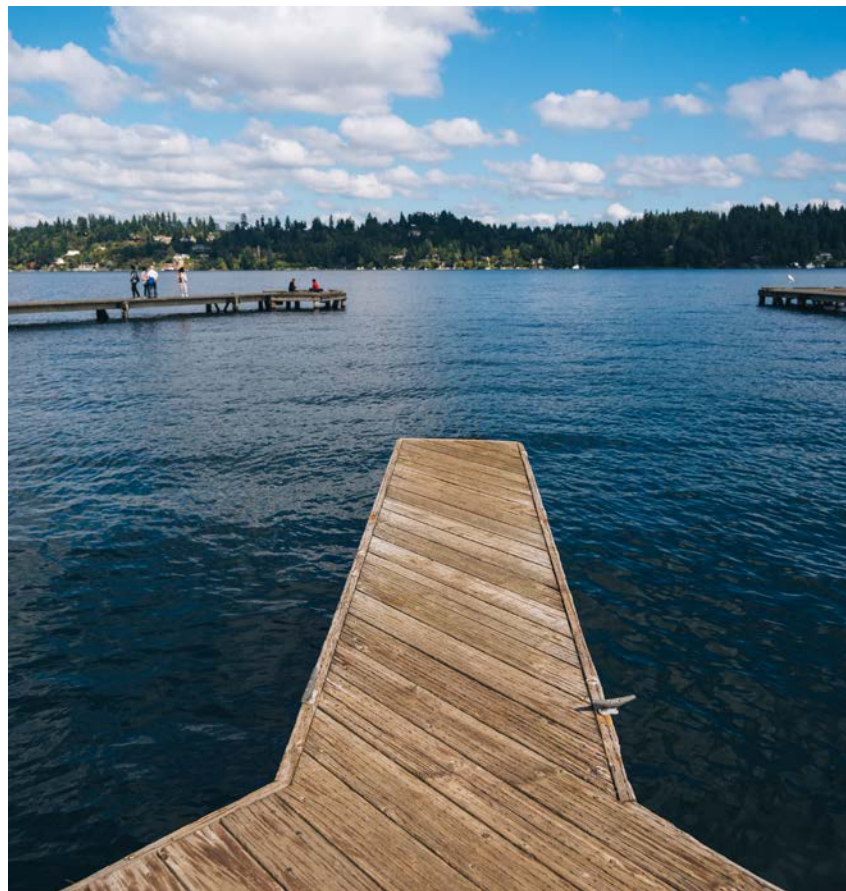
# Recommendation

Authorize the City Manager to accept CARES Act Coronavirus Relief Funds from Washington State in the amount of \$734,100. Appropriate the full amount to support the City's emergency operation in response to the Pandemic through December 31, 2020.





# Questions?





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5732**  
**July 21, 2020**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5732: Adoption of Resolution No. 1584 Related to Ending the Proposed Mercer Island Commuter Parking Mix Use Project.	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
<b>RECOMMENDED ACTION:</b>	Adopt Resolution No. 1584 confirming the end of the proposed Mercer Island Commuter Parking and Mixed-use Development Project and directing the City Manager to conclude the City's relationship with MainStreet under the MOU.	<input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	City Manager
<b>STAFF:</b>	Jessi Bon, City Manager
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. MOU Mercer Island Commuter Parking Mixed Use Project 2. Resolution No. 1584
<b>CITY COUNCIL PRIORITY:</b>	2. Articulate, confirm, and communicate a vision for effective and efficient city services. Stabilize the organization, optimize resources, and develop a long-term plan for fiscal sustainability.

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

### SUMMARY

In August 2018, the City Council approved a Request for Qualifications (RFQ) process to identify private developers capable of forming a public-private partnership with the City to design and construct a mixed use development project with commuter parking, multi-family residential units, retail/commercial space, and possibly a performing arts space (Project) on City-owned property near the Sound Transit light rail station under construction. From the RFQ process, MainStreet Property Group, LLC (MainStreet) was identified and selected to partner with the City to develop the Project.

On June 20, 2019, the City and MainStreet entered into a nonbinding Memorandum of Understanding (MOU) concerning the potential development of the Project, including the numerous steps that would be required before reaching a binding development agreement for the Project (see Exhibit 1). Shortly after the MOU was executed, the City and MainStreet commenced negotiations among themselves, as well as with an additional partner, Mercer Island Center for the Arts (MICA), to further define the scope, timing, funding, and other

desired elements of the Project. If its fundraising efforts succeeded, MICA would fund, own, and occupy the performing arts space that was proposed as part of the Project. During the parties' negotiations over a period of several months, however, it became clear that they had widely divergent visions and expectations for the Project, including the responsibilities of the various Project participants. This became a substantial stumbling block toward further progress in defining Project components and objectives, and eventually led to the parties reaching an impasse.

In addition to the impasse over differing visions and expectations, completing the Project would require the City to commit substantial sums of money and staffing resources toward the City's share of Project tasks. The City's budget, which had already become increasingly constrained, was worsened by the global COVID-19 Pandemic, resulting in staff layoffs and reductions, and other belt-tightening measures implemented as a matter of fiscal necessity. The Pandemic and related emergency proclamations issued by the Governor in early 2020 have compounded the pre-existing strain on the City's fiscal situation, requiring the City to redirect and reprioritize its limited financial resources towards only the most essential functions and public health and safety responsibilities. It remains uncertain when the City's budget constraints are expected to significantly improve.

As a result of the City's ongoing fiscal distress and pandemic response efforts, and in light of the differences in the parties' visions and expectations for the Project, the Project has become impracticable and unfeasible for the City. Consequently, MainStreet was notified of the City Manager's executive decision to halt the Project.

The MOU was never a guarantee from either MainStreet or the City that the Project would be successfully completed. Section 15 of the MOU describes the parties understanding that the Project was always contingent on subsequent approvals by multiple government agencies and that the MOU did not guarantee that the Project would be completed or that the City Council would ultimately approve the Project to move forward.

For the reasons described above, the City Council is asked to confirm, by adopting Resolution No. 1584 (see Exhibit 2), that it is no longer feasible, nor in the best interests of the City or its residents to proceed with the Project proposed in the MOU. The City Council is further asked to ratify the communications from the City Manager to MainStreet stopping the Project and attempting to conclude the parties' relationship under the MOU. Finally, the City Council is asked to direct staff to explore a simpler solution, as an interim alternative to the Project, including the possible construction of a surface commuter parking lot on the Project site using Sound Transit Settlement Funds.

## **RECOMMENDATION**

Adopt Resolution No. 1584 confirming the end of the proposed Mercer Island Commuter Parking and Mixed-Use Development Project and directing the City Manager to conclude the City's relationship with MainStreet under the MOU.

**MEMORANDUM OF UNDERSTANDING  
MERCER ISLAND COMMUTER PARKING MIXED USE PROJECT  
(Non-binding except Section 16 (re: exclusive negotiations))**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), dated this 20th day of June 2019 (Effective Date) is entered into between the City of Mercer Island, a Washington municipal corporation (City) and MainStreet Property Group, LLC, or a controlled subsidiary thereof (MainStreet). The City and MainStreet are referred to collectively as the “Parties” and individually as a “Party.”

**RECITALS**

A. In 2008, voters approved a mass transit expansion proposal, Sound Transit 2 that will add 36 miles of light rail to the Sound Transit system. Mercer Island will be served by the East Link extension. Sound Transit’s East Link includes 10 stations from Seattle’s International District to Mercer Island, through downtown Bellevue, terminating at the Redmond Technology Station. When East Link opens in 2023, passengers will be able to ride almost 40 miles of light rail, from the Eastside to downtown Seattle and from there to Northgate or to Sea-Tac Airport and Angle Lake.

B. Of the 39 cities in King County, the City of Mercer Island is among the few jurisdictions that will be directly served by having a new light rail station in 2023.

C. As part of the existing mass transit system and high occupancy vehicle (HOV) network, the Washington State Department of Transportation (WSDOT), Sound Transit, and King County Metro have created Park and Ride lots for commuter parking near access points, including a Sound Transit commuter parking area on North Mercer Way that will also serve Sound Transit’s light rail system.

D. Currently the Park and Ride lot provides 447 spaces and is at capacity. Typically, the lot fills up before 7am on weekdays. Demand will only continue to increase in 2023, when the new light rail station is slated to open.

E. Sound Transit monitors parking use at the Mercer Island Park and Ride lot. On average, approximately half the commuter vehicles that use this lot are vehicles registered outside City limits. These vehicles drive from other jurisdictions to the Mercer Island Park and Ride lot, then commute by bus to Seattle and eastside locations from that lot. Because Sound Transit is a regional agency, it cannot limit use by non-Mercer Island residents. The City expects that parking demand for this lot will increase when Sound Transit’s Mercer Island light rail station opens in 2023.

F. City residents do not have sufficient commuter parking available for their use. The City has a vital need for additional commuter parking. In order to better serve Mercer Island residents, the City sought to construct a separate parking structure that will serve the commuter needs of City residents.

G. The City desires to support the Town Center vision described in the Comprehensive Plan by supporting the provision of commuter parking near transit and Town Center and supporting the creation of well-designed development in the Town Center. The Mercer Island Comprehensive Plan (Land Use Element Goals 1, 6, 7, 9, 10, 11, and 14) directs the City to integrate the design of regional transit into the Town Center to ensure sufficient parking, support multi-modal access to regional transit, and create a walkable pedestrian environment from transit to Town Center.

H. During development of the Project concept and Request for Qualification (RFQ) process, the City used a commuter parking construction cost estimate of \$85,000 per stall. Since selecting MainStreet as the City’s Project partner, the City has obtained Sound Transit’s actual all-in cost (excluding land) to entitle,

design, engineer and construct structured parking in other cities, including Kent, Auburn, and Sumner. Sound Transit's construction cost now exceeds \$100,000 per stall. Using Sound Transit's actual costs, the cost to construct a stand-alone commuter structured parking garage of 100 stalls would equal approximately \$10 million. Considering the City's other budget priorities, the City does not have sufficient funds to construct a stand-alone commuter parking facility.

I. The City has commenced extensive negotiations with a private property owner and the Washington State Department of Transportation with the intent to assemble property and property rights near both the Mercer Island Light Rail Station that the City believes is suitable for commuter parking.

J. The City has determined that the estimated cost to construct structured parking on this site exceeds available City funds, given the City's other budget priorities. In order to address the residents' critical need for additional commuter parking, the City Council developed a vision to enter into a public-private partnership where it could leverage its limited funds available for construction of commuter parking. The city sought to partner with a private developer that would construct at least 100 commuter parking stalls in exchange for property rights to construct an urban, mixed-use development that would act as an inviting gateway between the new light rail station and the Town Center. The City desires to obtain the commuter parking its residents need, plus add housing opportunities in the City's Town Center, provide new retail opportunities, add affordable housing units, and potentially provide a new performance center, studio, and administrative space for the Mercer Island Center for the Arts (MICA) (collectively, the Project), provided MICA meets its funding milestones, creates an appropriate fundraising strategy and schedule, provides a design schedule, completes a project design, defines programmatic elements, and procures adequate funding to construct, operate, and maintain its portion of the project as determined by MainStreet.

K. With this vision in mind, the City entered into an agreement on June 7, 2018, to purchase downtown property commonly referred to as the "BP/ARCO Property," (formerly known as the "Tully's Property") with Parkway Management Group. By assembling the BP/ARCO Property with an adjacent portion of Sunset Highway, known as Parcel 12 (also described as Parcel A-1), and, if needed, the City's potential purchase of Parcel A-2 (all collectively, the "Property"), the City developed a combined Project site. The City then issued a Request for Qualifications (RFQ), seeking developers to partner with the City to construct commuter parking as part of a mixed-use development.

L. The City completed an open, competitive RFQ process seeking innovative and capable property developers to design and build the Project. The City Council reviewed the draft RFQ criteria and selection process at its July 17, 2018, meeting and approved the RFQ process at its August 28, 2018, meeting (AB 5459). The Council then selected and interviewed two top finalists at its November 26, 2018 meeting (AB 5499), MainStreet Property Group, LLC and Shelter Holdings.

M. The top two finalists elected to merge the proposals, resulting in the City Council's selection of MainStreet Property Group, LLC, ("MainStreet") as its preferred partnership developer, based on MainStreet's proposal and experience in public-private partnerships and on the presentation materials. MainStreet expects to generally utilize the design team of Weinstein A+U as the lead architect and GGLO as the interior designer for the Project.

N. An integral part of one of MainStreet's proposals includes a permanent theater and administrative home for MICA in the City's Town Center. MICA's potential participation and inclusion in the Project is subject to MICA and Mainstreet's good faith negotiation of a separate agreement to develop a theatre, performance, studio and administrative space, and is specifically conditioned on MICA obtaining sufficient capital funding for design, development, construction, operation and maintenance in a timely manner under mutually agreeable terms between MICA and MainStreet. Alternatively, in the event that MICA is not able to obtain sufficient capital funding or is unable for other reasons to participate in the Project, MainStreet

will also submit a plan design that does not include MICA in the Project that may include additional residential, retail, civic, and/or other commercial components, and the City will review both alternatives concurrently.

O. By its Resolution No. 1558, the Council directed the City Manager to enter into direct negotiations with MainStreet to negotiate this non-binding Memorandum of Understanding exclusively with MainStreet as its preferred development partner.

## UNDERSTANDINGS

Therefore, the Parties state their understanding of the current situation as follows:

**1. The Project.** MainStreet will pursue the development of the Project pursuant to the City’s general Project vision described in its RFQ, the scope described in this MOU, the Development Agreement (DA), Purchase and Sale Agreement (PSA) and other related agreements, all generally consistent in intent with the combined November 26, 2018, proposal submitted to, and selected by, Council.

**2. Project Components.** The Parties currently anticipate the Project will be comprised of the following components:

**2.1** The provision of commuter parking spaces, subject to shared-parking during non-peak commuter parking demand, through a recorded perpetual parking stall easement or other mutually acceptable agreement that permanently provides for commuter parking, together with a related “Commuter Parking Easement with Joint Use and Maintenance Provisions” (“Commuter Parking Easement” or “CPE”) that runs with the land and defines the Parties’ ongoing joint use, maintenance responsibilities, signage requirements, capital and operating costs, operating hours, access/restrictions, rates, and enforcement related to commuter parking.<sup>1</sup> The City will be responsible for its share of all post-construction operational and maintenance cost associated with commuter parking. The Commuter Parking Easement will further describe the rights and obligations of the Parties.

**2.2** The City and MainStreet will identify the total number of Project parking stalls after completion of a detailed Project parking analysis and after the Mercer Island Design Commission reviews and ultimately approves the Project proposal (the “Approved Stalls”). Of the Approved Stalls, at least 100 stalls will be allocated to commuter parking during dedicated commuter parking hours and a specified number of stalls will be allocated for the code-required residential parking for not less than 120 multifamily units. Twenty-five percent of the residential stalls will be shared with commuters and increase the 100 (or more) commuter parking stalls. The 100 (or more) stalls of commuter parking may be shared with other building uses outside the hours of commuter parking. Retail parking requirements will be the greater of the code or four stalls per 1,000 SF with not less than 3,000 SF of retail. Hours of commuter parking will be determined in the DA or the Joint Use and Maintenance Agreement, subject to the data provided in the detailed Project parking analysis. The commuter parking will be shared with any MICA use. Employees of MICA will be required to park off-site unless otherwise agreed, and adequate proof of sufficient off-site parking availability, by way of a shared parking agreement or other agreement satisfactory to the City, must be provided to demonstrate off-site parking availability.

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<sup>1</sup> Because each stall will be subject to use, at various times, by all Project tenants, (unlike a commercial parking lot, which has dedicated, full-time, off-site parking) all parking identified in this MOU is associated with an on-site use. Following the City Council’s approval of this MOU, the Community Planning and Development Department will issue a formal code interpretation determining this issue.

**2.3** Not less than 120 multifamily residential units with seventy-five percent of the designated residential parking spaces exclusively for resident use.

**2.4** Not less than 3,000 square feet of ground floor commercial retail and/or office space with a minimum number of commercial, retail, and/or office parking space (increased proportionately with increases in retail/office spaces).

**2.5** The provision of a MICA performance and administrative space is contingent on MainStreet and MICA reaching an agreement for that space within the Project. In order to finalize this agreement, MICA will be required to timely prepare a design that successfully integrates with the overall Project, to provide a day-to-day operations plan, to provide a fundraising schedule, and to achieve all funding milestones needed to develop, design, construct, operate, and maintain its portion of the Project as determined by MainStreet. In turn, MainStreet will negotiate regularly and in good faith to include MICA's performance and administrative space and related facilities. Section 7 further explains MICA coordination. If MICA does not achieve its obligations set forth in Section 7, MainStreet will still provide the commuter parking while adding additional residential, retail, civic, and/or commercial space to the Project. The DA will provide greater specificity on this item.

**2.6** Because land use and building codes, as well as project financing and MICA's participation, have yet to be finally concluded, these anticipated components are subject to revision.

**3. Project Goals and Values.** MainStreet and the City intend to develop an outstanding example of a successful public-private partnership. The Project will seek to achieve a design that supports and integrates with the new Sound Transit station, adjoining park facilities, and with pedestrian, and other existing urban elements, subject to Section 5.1.14. This inviting gateway will create a dynamic, vibrant addition to Mercer Island's Town Center that will enliven and activate the Island's downtown core by creating an enduring, mixed-use community that will be built to last. Our vision and goals include:

**3.1** First and foremost, providing Island residents more commuter parking;

**3.2** Capturing the values expressed in the City's Town Center code and meeting or exceeding Town Center standards;

**3.3** If MICA is able to join as a Project partner, creating a new home for MICA, including a permanent and functional theater and administrative space;

**3.4** Constructing at least 120 additional mixed income apartment residences in the City's Town Center;

**3.5** Adding affordable housing units to the City's Town Center;

**3.6** Enhancing the pedestrian walking experience in the City's Town Center, including landscaping, lighting, articulated building frontage, and thoughtful interaction between public space and private theatre, retail, and residential spaces on the Property;

**3.7** Honoring existing public art as well as adding, if possible, new art to adjoining or nearby trails and pathways on the Property, including mitigating the portion of Aubrey Davis Park (Parcel A-2, Exhibit C) needed for development through on-Property public art;

**3.8** Completing development and opening all facilities concurrently with the completion of Mercer Island's new light rail station, subject to the City's timely completion of its Project obligations and unavoidable ("force majeure") events beyond the control of the Parties;

**3.9** Controlling project costs by working together to maintain financial feasibility;

**3.10** Designing and constructing an environmentally sustainable development, with a goal to obtain at least a LEED Gold rating. LEED Platinum will be reasonably considered and pursued if economically viable;

**3.11** Designing and developing the Project, to the extent feasible and practical, so as to be sensitive to the concerns of neighboring properties; and

**3.12** Enhancing the social, cultural, environmental, and economic health of Mercer Island.

**3.13** A fundamental concept of the Project is balancing public and private benefit.

**4. Community Outreach.** MainStreet will be responsible for the following community outreach:

**4.1** Two community engagement town hall open house meetings early in the design process to solicit and incorporate public feedback on the proposed design.

**4.2** Preparation of a MainStreet sponsored website that includes frequent updates to Project-related information and Project contacts. This website shall be marketed to the community as available for review on demand and will allow the community to submit comments and feedback on the Project.

**4.3** Project briefings before the City Council at key milestones.

**5. City Project Obligations.**

**5.1** The Project requires the City accomplish the following, subject to amendment in the DA by mutual agreement:

**5.1.1 BP/ARCO Hazardous Waste Remediation.** Resolve hazardous waste contamination claim against BP/ARCO and complete cleanup operations consistent with Department of Ecology (DOE) requirements. The Parties expect that remediation will largely consist of complete site characterization, removal of contaminated soils, disposal of those soils at an approved offsite location, and subsequent extraction and/or monitoring activities. Remediation generally will occur concurrently with Project development.

**5.1.2 Hazardous Waste Remediation Cost Allocation.** Provide payment, through BP/ARCO or other sources, for all incremental costs incurred to remediate and monitor the Property. Contamination.

**5.1.3 DOE Approval.** The City will obtain the Department of Ecology's approval of a hazardous waste cleanup plan and provide MainStreet with protection from all third-party claims or regulatory enforcement related to hazardous waste cleanup in a form that is acceptable to MainStreet and the City.

**5.1.4 WSDOT Transfer Approval; Parcel A-1.** Obtain WSDOT approval to transfer the property identified as Parcel A-1 (also known as Parcel 12) as identified on the Terrane survey dated 11/2/18



(attached as Exhibit A and as shown on the survey attached as Exhibit D) to MainStreet for Project construction, subject to appropriate preservation of commuter parking restrictions.

**5.1.5 Land Use Appeals.** Resolve comprehensive plan appeals to allow development consistent with the current Project proposal.

**5.1.6 BP/ARCO Site Conveyance.** The fee simple conveyance from the City to MainStreet of the BP/ARCO Property (attached as Exhibit B and as shown on the Exhibit D survey) with appropriate zoning in place after completion of all appeals, if any.

**5.1.7 Potential Parcel A-2 Property Purchase.** If needed to incorporate MICA’s Project requirements or to address total Project parking demand as determined by MainStreet, Parcel A-2 (attached as Exhibit C and as shown on the Exhibit D survey) may be purchased by the City. WSDOT currently owns Parcel A-2.

**5.1.8 Parcel A-1/Parcel 12/Parcel A-2 Property Transfer.** Concurrent with the BP/ARCO Property conveyance, the fee simple conveyance or transfer, with mutually agreed and recorded commuter parking use restrictions, of Parcel A-1 and Parcel A-2 (if applicable) with appropriate zoning in place after completion of all appeals, if any. The Parcel A-1 deed also has a provision regarding the “revenues resulting from any vacation, sale, or rental of this property.” The City must remove this restriction from the deed prior to conveyance to MainStreet.

**5.1.9 Indemnification.** Indemnification from the City to MainStreet regarding remaining potential liability, if any, for existing contamination after property transfer.

**5.1.10 Easements, Covenants, Licenses.** City issuance of all necessary easements, covenants, or licenses for the Project at no cost to MainStreet.

**5.1.11 Mitigation.** At this time, the parties anticipate no off-Property mitigation or improvements are required for the Project. This item must be supported by necessary studies during the SEPA review for the DA.

**5.1.12 Permit Processing.** Timely processing of permits and administrative appeals.

**5.1.13 Multifamily Tax Exemption (MFTE).** If the development meets all existing affordable housing requirements, meets MFTE eligibility criteria under the Mercer Island City Code (MICC), and completes an application as defined in the MICC, the City will approve a 12-year MFTE for the Project.

**5.1.14 Off-Property Improvements.** The City will be responsible for the design and completion of all off-Property improvements, except MainStreet may construct some off-Property improvements if required by the City’s SEPA determination or by City code regulations.

Several items listed above are addressed in greater detail below. Section 11 and its referenced Exhibit E provide a timeline of the City’s obligations.

## **5.2 City Project Obligations and the Project Schedule.**

**5.2.1** The Parties acknowledge that the Project is contingent upon the City completing each of the items listed in Section 5.1, above. The failure of the City to successfully and timely achieve these items pursuant to the entitlement schedule in Section 11 and its referenced Exhibit E could result in MainStreet not being able to deliver commuter parking before the opening of the Sound Transit light rail

stations on Mercer Island. If the City is not successful in completing these items, the Project may become infeasible to complete before or after the opening of the Mercer Island light rail stations.

**5.2.2** The Parties further acknowledge that MICA may not be a component of the Project if the City is unsuccessful in the Comprehensive Plan appeal pending before the Growth Board (Section 5.1.5), to the extent the appeal affects the Project site.

**6. MainStreet Project Obligations.** The Project requires MainStreet accomplish the following, subject to amendment in the DA by mutual agreement:

**6.1** Provide at least 100 dedicated commuter parking stalls which will be made available at mutually agreed times for Mercer Island commuters, and twenty-five percent of all residential stalls for preferential Island commuter use. These spaces may be shared by MICA or other users during non-commuter hours.

**6.2** Provide the City with non-exclusive easement rights to the commuter parking spaces. The Parties currently anticipate that this easement would be included in the Commuter Parking Easement, which specifies other rights and obligations associated with the commuter parking. In order to guarantee perpetual commuter parking rights in favor of the City, the Commuter Parking Easement will require the remedy of specific performance in the event any Project owner attempts to diminish or eliminate the City’s easement rights. With specific performance, the City can demand—and a court must direct—that the Project owner provide the parking, rather than try to substitute a monetary payment to compensate the City for lost or diminished commuter parking.

**6.3** Submit two Project design proposals. The first proposal will be generally consistent with MainStreet’s proposal, using the combined MainStreet/Shelter/Weinstein A+U development proposal and include space for MICA on the ground floor. The second proposal will include a different use with a mix of residential, retail, civic and/or commercial spaces in the event that MICA withdraws or does not satisfy its obligations under the MICA-MainStreet MOU. Section 7 provides additional details regarding MICA.

**6.4** Complete Project construction before opening of the Sound Transit Light Rail station, which is slated to occur in 2023, subject to the City’s timely completion of its Project obligations and unavoidable (“force majeure”) events beyond the control of the Parties.

**6.4.1 Pre-Construction.** If, before MainStreet purchases the Property, MainStreet fails to commence construction on the Project within agreed timelines, subject to the City’s timely completion of its Project obligations and force majeure events, MainStreet will provide the City all development plans, due diligence materials, third-party studies, and any other intellectual property developed or used to prepare the Project for construction.

**6.4.2 Pre-Construction/Post-Sale.** If, after MainStreet purchases the Property but before Project construction begins, MainStreet fails to commence construction on the Project within agreed timelines, subject to the City’s timely completion of its Project obligations and force majeure events, fee title to the Property will revert to the City, and MainStreet will provide the City all development plans, due diligence materials, third-party studies, and any other intellectual property developed or used to prepare the Project for construction.

**6.4.3 During Construction.** In order to begin Project construction, MainStreet will provide the City security, such as a Completion Guaranty or bond, obligating MainStreet to complete Project construction, subject to the City’s approval in its sole and absolute discretion. In the event MainStreet obtains construction financing from a lending institution, MainStreet’s delivery of a Completion

Guaranty in favor of the City that is in substantially similar form to the Completion Guaranty delivered to the lending institution will be deemed reasonably satisfactory to the City. In all cases, the City will subordinate its rights to that of any construction lender.

**6.5** Construct the Project consistent with the requirements of the DOE-approved remediation plan to capture incremental cost savings for removal of contaminated soils.

**6.6** Satisfy its MICA-related obligations set forth in Section 7.

**6.7** Comply with currently applicable City code, as applied through the DA, in its submission of all permits or approvals needed to construct and complete the Project.

Several items listed above are addressed in greater detail below.

**7. MainStreet Expectations Regarding MICA Obligations.** The City, MainStreet, and MICA desire to include MICA in the Project if feasible as identified in this section. As outlined in this MOU, the Project requires the successful execution of numerous City obligations, including, conveyance of real property, environmental contamination clean-up, and resolution of outstanding zoning appeals. Each item is currently outstanding. In addition, MICA's involvement in this Project requires MICA's timely and successful execution of a fundraising strategy and schedule, a design schedule, design and programmatic elements that can be successfully incorporated into the Project, and procurement of adequate funding to include MICA as part of the Project.

**7.1 MICA-MainStreet MOU.** To advance the Project, MainStreet will execute this MOU with the City and anticipates a separate MOU with MICA. MainStreet will begin MOU negotiations with MICA once: (1) MICA has a professionally prepared design schedule, programming requirements, and funding strategy and schedule; (2) the BP settlement is complete; (3) the City has confirmed and solidified the right to convey the necessary property to MainStreet as identified in this MOU, and (4) the rezone of the property is complete, with the City successful in resolving all pending appeals.

**7.2 MICA-MainStreet MOU Contents.** At this time, the MainStreet envisions that the MICA-MainStreet MOU will identify the following: (1) MICA project physical and programmatic needs, including: theatre, administrative offices, and parking; (2) key MICA-MainStreet agreement terms; (3) MICA's financial obligations and fundraising plan and schedule; (4) MICA's schedule of MICA activities to achieve its obligations under the MICA-MainStreet MOU; (5) dates certain for MICA to provide MainStreet with project specifications and succeed identified fundraising goals; (6) evidence, satisfactory to MainStreet, that MICA can demonstrate adequate parking for its intended use, operation, and hours of activity via a detailed parking analysis; and (7) any other items included by MICA and MainStreet.

**7.3 MICA Fundraising Goals.** At the time of this City-MainStreet MOU, MICA's fundraising target is \$35-40 million based upon MICA's estimated development costs, although that figure is subject to modification. MICA's estimated development costs include construction costs (70%); soft costs, including architect, interiors, consultants, etc. (20%); and fundraising and administration costs (10%). In order to provide timely commuter parking, unless MICA and MainStreet agree otherwise, MICA must achieve the following fundraising schedule:

**7.3.1** Not less than \$7.5 million of dedicated, confirmed, and non-revocable funding within six months from the effective date of this MOU.

**7.3.2** An additional \$22.5 million or 56.25% of dedicated, confirmed and non-revocable funding within twelve months from the effective date of this MOU, for a total of \$30 million.

**7.3.3** All remaining amounts needed to construct, operate, and maintain MICA's portion of the Project in dedicated, confirmed, non-revocable funding within eighteen months from the effective date of this MOU, for a total of 100% (currently estimated at \$35-\$40 million) in dedicated, confirmed, non-revocable funding.

**7.3.4** The figures in Section 7.3.2 and 7.3.3 will be adjusted upward or downward if MICA's project cost increases or decreases from \$40 million.

**7.3.5** If the City's Section 5.1.1 and 5.1.2 hazardous waste remediation obligations are not resolved within six months from this MOU's Effective Date via a signed governing agreement or substantially similar document, the Section 7.3.1 six-month fundraising deadline and the Section 16 exclusivity provision each will be extended on a day-for-day basis for each day the City's Section 5.1.1 and 5.1.2 obligations are delayed beyond six months. Similarly, the subsequent six-month time periods in Sections 7.3.2 and 7.3.3 will not begin until the Section 7.3.1 fundraising time period expires.

**7.4** MICA's Participation in the Project. MainStreet desires to have MICA as a Project partner and, ultimately, as a Project participant. MICA's participation in the Project is dependent upon MICA achieving its obligations in the MICA-MainStreet MOU, including MICA achieving its financial and other obligations in the Project. MICA will not be a participant in the Project if it fails to achieve the goals, obligations, and timelines (including fundraising requirements of 7.3) set forth in this MOU.

**7.5** Two Design Proposals. The DA will identify two design proposals. The first proposal will include space for MICA and the other will not, in the event that MICA withdraws or does not satisfy its obligations under the MICA-MainStreet MOU.

**7.6** MainStreet Obligations to the City and MICA. First and foremost, MainStreet is obligated to timely provide commuter parking. To maintain the Project schedule, MainStreet will prepare only two designs for Design Commission review. In addition, neither the City nor MainStreet are responsible for directly or indirectly assisting MICA to achieve its obligations under the MainStreet-MICA MOU, including MICA's fundraising obligations.

**8.** City and MainStreet Mutual Obligations. The Project requires the Parties to accomplish the following, subject to amendment in the DA by mutual agreement:

**8.1** Subject to completion or MainStreet's waiver of Section 5 City Project Obligations, execution of PSA and a Project-specific DA and a SEPA threshold determination that formalizes the terms of this MOU with any and all applicable appeal periods having expired without appeal or successful resolution of any filed appeals.

**8.2** Timely and efficiently process and response to all permits and other City approvals pursuant to the schedule set forth in Section 11 and its attached reference Exhibit E.

**8.3** Ultimately, development and opening of all facilities concurrently with the completion of Mercer Island's new light rail station, subject to the City's timely completion of its project obligations and unavoidable ("force majeure") events beyond the control of the Parties.

**9.** Real Property / Purchase & Sale Agreement. The City and MainStreet will enter into a definitive PSA for the Property under which the City will convey the Property to MainStreet at no cost on the condition that MainStreet commits, through the PSA or a separate, binding agreement, to construct required commuter parking and other agreed Project components within agreed Project schedules. The PSA shall

include the form of the DA that the Parties will execute after the Parties execute the PSA. Closing on the PSA shall occur upon the completion of the following:

**9.1** The City has issued all permits necessary for the Project, with any and all applicable appeal periods having expired without appeal or successful resolution of any filed appeals.

**9.2** A mutually acceptable DOE approval has been issued following all appeal periods, and the City has obtained or set aside appropriate funding to complete the remediation activities.

**9.3** All associated agreements supporting the DA have been executed with any and all applicable appeal periods having expired without appeal or with successful resolution of any filed appeals.

**9.4** Delivery of clean title of the Property except as agreed by MainStreet, including a legal opinion on title delivery.

**9.5** The City providing MainStreet with all necessary easements or licenses at no cost to MainStreet.

MainStreet may waive any of the closing conditions identified above in its sole and absolute discretion.

**10. Development Agreement Terms / Vested Regulations / Permit Approvals.** The City and MainStreet intend to enter into a DA with a vesting term of 10 years from its Effective Date. The DA will identify all applicable zoning code, environmental regulations, development regulations (such as international building and fire codes), permit fees, impact fees, and other exactions applicable to the Project. MainStreet will be vested to the provisions in effect on the date of the DA, except (1) by mutual consent of all Parties; (2) to the extent required to address a serious threat to public health and safety, amendments to the applicable International and Uniform Building codes; and (3) new stormwater regulations mandated by state or federal law that are not addressed through the City's stormwater regulations that are in effect at the time this MOU is executed. The DA will be subject to City SEPA review. The City will issue a threshold determination for the DA that analyzes project-level impacts.

**10.1** The Project requires a SEPA Determination, Transportation Concurrency Approval, and a Design Review Approval (under the conditions described below), prior to issuance of the construction permits.

**10.2** The City will conduct a SEPA review and issue a SEPA threshold determination for the DA that analyzes project-level impacts.

**10.3** Because of the public-private scope and its community-wide significance, the Project will be processed as a Type IV land use review, subject to approval by the Design Review Commission.

**10.4** In order to achieve successful Project completion by the time Sound Transit opens the Mercer Island light rail station, the City must process approvals expeditiously, make decisions quickly and at the earliest possible time, make consistent and predictable decisions, and process Type IV land use decisions in a timely manner that is consistent with the code and law applicable to open public record hearings. To that end, the DA will amend City staff's administrative practice to direct the Design Commission to issue a decision after no more than one study session and one final hearing, consistent with the schedule and process established in Section 11 and its referenced Exhibit E.<sup>2</sup>

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<sup>2</sup> The Community Planning and Development Department's code interpretation will also determine whether Design Commission hearings are procedural and not development regulations.

**10.5** The City’s Hearing Examiner will hear administrative appeals of the Project, if any. Any administrative appeal shall be conducted expeditiously. At every stage in the proceedings, all parties shall make every effort to avoid delay. The Hearing Examiner will promptly issue the decision consistent with the timeline established by the Hearing Examiner’s rules of procedure.

**10.6** The Parties agree that no other land use decisions are required for this Project, independent of construction permits (for example, building permits, right-of-way use permits, etc).

**11. Schedule and Process (MOU / DA / PSA / Land Use / Consent Decree).** Because neither Party has complete control over Ecology or WSDOT approvals for clean-up and transfer or for the outcome of the current Comprehensive Plan appeal, an exact schedule cannot, at this date, be confirmed. The Entitlement Schedule attached as Exhibit E provides the expected process for Project progress once the City Project Obligations defined in Section 5 are met or are waived by MainStreet; however, the Exhibit E Entitlement Schedule is an example of the Parties’ best estimate as of the date of this MOU and remains subject to further change and refinement as Project development progresses.

To accommodate MICA’s desire for space in the Project, MainStreet will prepare two Project designs that meet the requirements of the DA. For both designs, the City will conduct concurrent review of land use, building permit, and civil permits as well as Design Commission review and approval of such. The City also will expedite the entitlement process as identified in this section, including providing MainStreet with any necessary comments or corrections on permit submittals within 14 days of receipt. The City will continue permit and project review during any pending appeals. Throughout the Entitlement Schedule, MainStreet and the City commit to holding weekly telephonic or in-person meetings that include a MainStreet Principal (either President and/or Vice President) and the Director of Community Planning and Development, City Manager, and City’s Project Manager.

**12. Required MainStreet Responsibilities and Investments.** MainStreet will diligently pursue the entitlement and construction of the Project. MainStreet will record an easement against the property that articulates the City’s rights to parking. This easement will be in perpetuity and run with the land.

**13. No Land Speculation.** If MainStreet fails to timely construct the Project generally in accordance with the schedule, as may be mutually amended, the City will have repurchase rights at an agreed purchase price established in the PSA or other acceptable agreement. Repurchase price will be based on Mainstreet’s costs to date of exercise of repurchase rights and will not allow for profit, incidental, or consequential costs, and upon repurchase, Mainstreet will transfer title and ownership to all intellectual property and any site improvements constructed on or added to the Property.

**14. Required City Responsibilities and Investments.** The City will convey the Property to MainStreet and timely process all entitlements pursuant to the terms of this MOU. The City will join MainStreet in the defense of the Project for any and all appeals.

**15. MOU Intent.** This MOU is intended to outline the process, discussions, and review between the Parties thus far. and These elements will be set forth, consistent with this MOU, in the DA, the PSA, the Commuter Parking Easement, and other related documents, all of which are expected to be completed at the earliest practical date. This MOU does not constitute or guarantee approval of the Project by the City or City Council and it does not constitute any waiver.

**16. Exclusive Negotiations.** Upon mutual execution of this MOU, the City agrees to negotiate exclusively with MainStreet on the redevelopment of the Property. Because of the uncertainty regarding the dates for completion of City’s Project Obligations in Section 5.1.1—5.1.12, MainStreet may elect to

defer or reduce some or all of its efforts to prepare the Project for development and to fulfill its Project Obligations until the City achieves further resolution of these issues. Recognizing these uncertainties, the City promises to refrain from marketing the Property and will not engage in discussions with other potential developers concerning the potential redevelopment of the Property, until the earlier of 36 months from the date of signing the MOU, or the execution of the PSA or the DA. In the event a SEPA appeal or an appeal of any of the permits under the heading, "Land Use Permits," in the Exhibit E Entitlement Schedule occurs, the 36 month exclusive negotiation period will be extended by the lesser of the additional days of delay caused by the appeal(s) or 180 calendar days.

17. **Nonbinding Provisions.** Except for Section 16, no other obligation or liability is intended to be created by this MOU or any written communication or negotiations between the Parties and that each Party is proceeding at its own risk, subject to the specific binding provision. Neither Party will be bound by the terms of this MOU until the DA has been executed. Each Party shall bear its own costs and expenses incurred in connection with the negotiation, preparation, and execution of the DA.

18. **Feasibility Documents.** Subject to MainStreet's obligations in subsection 6.4, MainStreet shall retain ownership of all documents and work product provided by MainStreet and its consultants and City shall return all that work product in the event the transaction does not proceed.

19. **Authority.** Each Party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this MOU on the terms and conditions herein stated, and to deliver and perform its obligations under this MOU.

20. **Entire Agreement.** This MOU represents the entire agreement of the Parties with respect to its subject matter. There are no other agreements, oral or written, except as expressly set forth in this MOU, which supersedes all previous agreements, oral or written.


21. **Counterparts.** This MOU may be signed in any number of identical counterparts, each of which shall be considered an original even if they are transmitted by electronic means and taken together shall be considered to constitute one and the same instrument.

22. **Effective Date.** The Effective Date of this MOU shall be the date when the last representative of the City or MainStreet executes and transmits a copy of the signed MOU to the other Party.

CITY OF MERCER ISLAND

MAINSTREET PROPERTY GROUP, LLC

  
\_\_\_\_\_

  
\_\_\_\_\_

By: Jessi L. Bon, Interim City Manager

By: Kelly Price, President

Date: June 20, 2019

Date: June 20, 2019

Authorized by Mercer Island City Council motion on June 18, 2019.

**EXHIBIT A**

**LEGAL DESCRIPTION  
(PARCEL A-1)**

A-1:

THAT PORTION OF WSDOT TURNBACK PARCEL 12, PER QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 20000425001234, RECORDS OF KING COUNTY, WASHINGTON, LYING EAST OF A LINE 113.50 FEET EAST, AS MEASURED AT RIGHT ANGLE FROM AND PARALLEL TO THE EAST MARGIN OF 78TH AVE. SE.

AREA CONTAINS 15,776± SQ. FT.



**EXHIBIT B**

**LEGAL DESCRIPTION  
(BP/ARCO (f/k/a TULLY'S) PROPERTY)**

BP/ARCO (TULLY'S) PROPERTY: (531510-1235)

LOT 1 AND THAT PORTION OF LOT 2, BLOCK 15, MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON; LYING NORTHERLY OF THE NORTH MARGIN OF NORTH MERCER WAY, AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 2561652; EXCEPT THOSE PORTIONS OF SAID LOT 1 AND 2 CONDEMNED FOR PRIMARY STATE HIGHWAY NO. 2 IN KING COUNTY SUPERIOR COURT CAUSE NO. 312351; AND EXCEPT THE WEST 113.5 FEET IN WIDTH TERE OF.

(PER 7800 PLAZA, A CONDOMINIUM, AMENDMENT NO. 1 TO SURVEY MAP AND PLANS REC. NO. 20120418001879)

**EXHIBIT C****LEGAL DESCRIPTION  
(PARCEL A-2)**

A-2:

THAT PORTION OF MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY WASHINGTON;

COMMENCING AT THE INTERSECTION OF 78TH AVE SE. AND SE. 27TH ST;

THENCE N 00°11'03" W, ALONG THE CENTERLINE OF SAID 78TH AVE SE, A DISTANCE OF 271.69 FEET TO A POINT ON THE NORTH LINE OF PARCEL 11, PER QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 2000425001234, RECORDS OF KING COUNTY, WASHINGTON;

THENCE S 69°09'37" E, ALONG SAID NORTH LINE TO A POINT ON THE NORTHERLY PRODUCED EAST RIGHT OF WAY MARGIN OF 78TH AVE SE., A DISTANCE OF 32.14 FEET;

THENCE N 00°11'03" W, ALONG SAID NORTHERLY PRODUCED E. MARGIN 38.21 FEET;

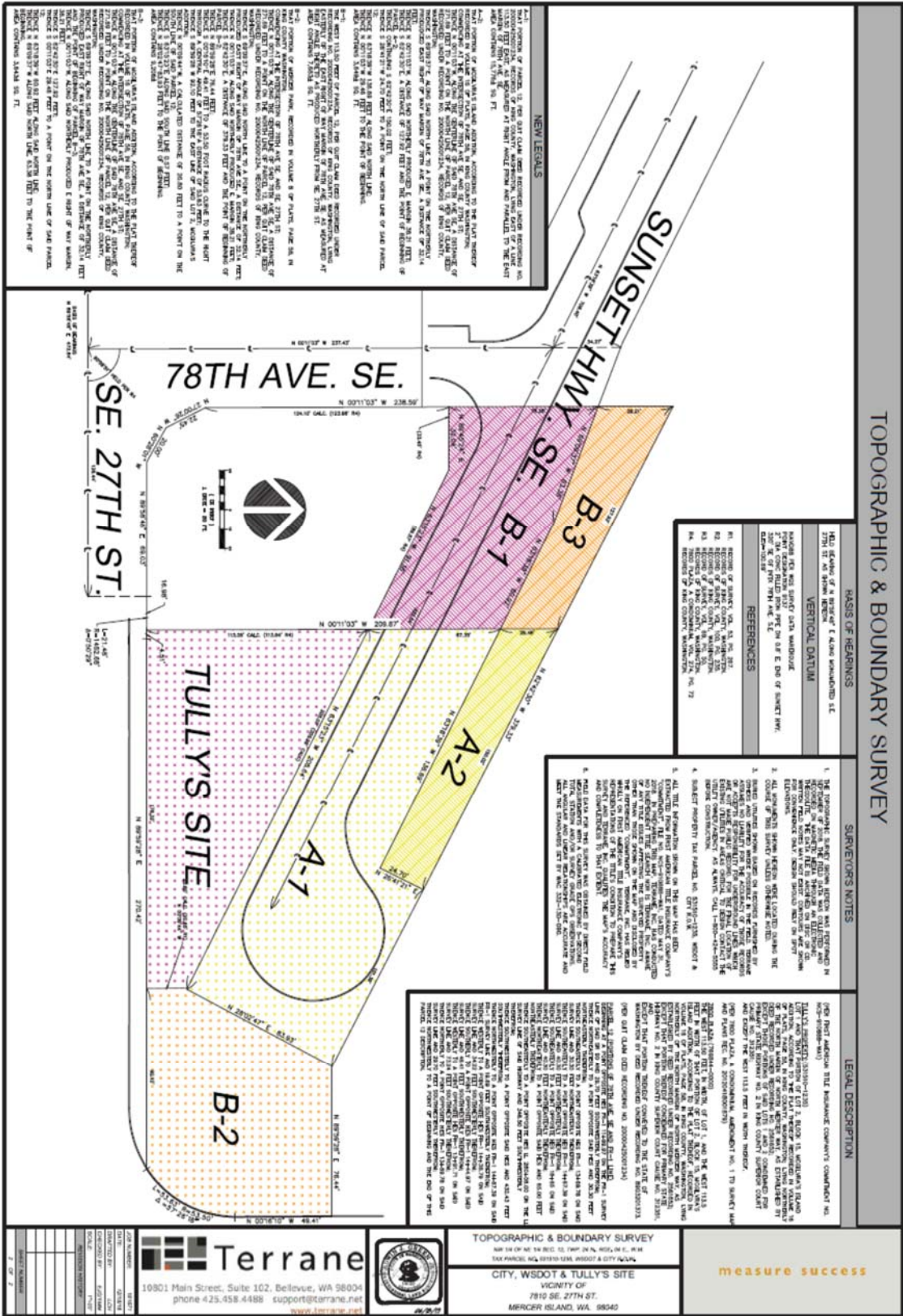
THENCE S 62°42'30" E, A DISTANCE OF 127.92 FEET AND THE POINT OF BEGINNING OF PARCEL A-2; THENCE CONTINUING S 62°42'30" E 150.02 FEET;

THENCE S 26°41'21" W 24.70 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL

11; THENCE N 63°18'39" W 136.69 FEET ALONG SAID NORTH LINE;

THENCE N 00°11'03" W 29.46 FEET TO THE POINT OF BEGINNING. AREA CONTAINS 3,649± SQ. FT.

EXHIBIT D - SURVEY



**EXHIBIT E**  
**ENTITLEMENT SCHEDULE<sup>3</sup>**

Memorandum of Understanding (MOU)		
Milestone	Process	Timing
	Vetting of MOU with City Council	
	Submittal of Draft MOU	
<b>X</b>	<b>City Council Approves MOU</b>	End of June/Beginning of July (7 days after MOU submittal)
Development Agreement (DA), Purchase and Sale Agreement (PSA), and Commuter Parking Easement with Joint Use and Maintenance Provisions ("CPE")		
Milestone	Process	Timing
	<b>Submittal of SEPA checklist for the "maximum impact" of a future project along with a Draft DA and Draft PSA</b> (together with supporting reports and documentation - e.g. traffic studies, etc.)	Prior to Work Session 1
	<b>SEPA review comments from City</b> (if any) to applicant	30 days after submittal of SEPA checklist and supporting reports / documentation
	<b>Submittal of SEPA response based on staff review of SEPA Material</b>	7 days after SEPA review comments sent to applicant
	<b>First City Council Work Session:</b> Review and preliminary direction re: edits for the PSA, DA and CPE terms	21 days after submittal of draft DA and PSA terms
	<b>Submittal of revised PSA/DA/CPE terms</b> based on the First City Council Work Session	7 days after Work Session 1
	<b>Second City Council Work Session:</b> Review of revised PSA/DA/CPE terms materials and final direction re: edits	30 days after Work Session 1
	<b>Submittal of revised PSA/DA/CPE terms</b> based on Second City Council Work Session	7 days after Work Session 2
	<b>SEPA Threshold Determination issued</b>	7 days after submittal of staff review
<b>X</b>	<b>City Council Authorizes PSA</b>	At least 7 days following issuance of the SEPA threshold determination

<sup>3</sup> This schedule does not define when the two additional public meetings defined in Section 4 will occur.

	<b>Notice of Public Hearing on the DA w/draft substantive CPE terms.</b>	30 days before the public hearing on the DA
	<b>Public Hearing on the DA w/draft substantive CPE terms.</b>	45 days after Work Session 2
X	<b>City Council Approves DA w/draft substantive CPE terms.</b>	14 days after DA public hearing
	<b>Submittal of draft CPE terms</b>	Concurrent with submittal of Design Documentation
	<b>City reviews CPE and approves</b> (Council approval required if substantive terms vary from those in the DA).	21 days after submittal of draft CPE submittal
X	<b>MainStreet and City execute Commuter Parking Easement with Joint Use and Maintenance Provisions.</b>	7 days after City Council approves CPE
<b>Land Use Permit<sup>4</sup></b> (may run concurrently or overlap with PSA/DA/CPE process above)		
Milestone	Process	Timing
	<b>Submittal of Draft Design Documentation:</b> Design Commission Study Session	No timing
	First Design Commission meeting – Study Session	30 days after submittal of design documentation
	Follow-Up submittal of draft design documents to respond to Study Session (if needed)	14 days after first study session
	Follow-Up Design Commission meeting – Study Session (If needed)	30 days after follow-up submittal
	MainStreet submits a complete application for Land Use and Design Review Approval	30 days after last Design Commission Study Session
	City review to confirm complete application for Land Use and Design Review approval	14 days after application <sup>5</sup>
	Issue Notice of Application (NOA)	21 days from application submittal
	Public Comment period	30 days after NOA
	1st Round of Design Review with City	51 days from complete application
	2nd Round of Design Review with City	21 days after Applicant responds to 1st round <sup>6</sup> comments
	Notice of Public Hearing	30 days prior to the Public Hearing

<sup>4</sup> Land Use Permit Schedule assumes no appeal of SEPA determination

<sup>5</sup> Mercer Island code provides 28 days, but this could likely be done in 14 days.

<sup>6</sup> Sometimes there are multiple iterations of review comments – Mercer Island will prioritize meeting with the applicant to avoid this.

	Second Design Commission Public Hearing — Design Review Approval	51 days after Applicant responds to 1 <sup>st</sup> round comments
<b>X</b>	<b>Design Commission Issues Decision</b>	5 days after Second Design Commission Meeting
	Appeal period of Design Review Approval	14 days after Design Commission Recommendation
<b>Building Permit</b>		
Milestone	Process	Timing
	MainStreet and City meet to review Permit Application requirements	After Submittal of Land Use Application
	Grading / Utility Permit complete submittal of construction drawings	After Submittal of Land Use Application
	Foundation Permit complete submittal of construction drawings	After Submittal of Land Use Application
	Building Permit complete submittal of construction drawings	After Submittal of Land Use Application
<b>X</b>	<b>Grading / Utility Permit issued</b>	<b>After two rounds of review and comments</b>
<b>X</b>	<b>Foundation/Shoring Permit issued</b>	<b>After two rounds of review and comments</b>
<b>X</b>	<b>Building Permit issued</b>	<b>After two rounds of review and comments</b>
	Appeal Period of Building Permit	14 days after Permits are Issued
<b>Construction Process<sup>7</sup></b>		
	Remediation work	Following DOE Agreement
	Grading/Utility Work Start	Following completion of remediation/excavation work
	Concrete Work	Following completion of grading work
	Vertical Construction	Following completion of vertical construction
<b>X</b>	<b>Certificate of Occupancy</b>	<b>Prior to opening of Mercer Island Light Rail Station</b>

<sup>7</sup> All construction milestones are contingent upon the Department of Ecology’s approval of a hazardous waste cleanup plan as provided in Section 5.1.3 of the MOU, and the Parties completing any required remediation work. Any delay to Ecology approval will delay project completion. The City acknowledges that it is solely responsible for securing approval from the Department of Ecology.

**CITY OF MERCER ISLAND, WASHINGTON  
RESOLUTION NO. 1584**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, CONFIRMING THE END OF THE PROPOSED COMMUTER PARKING AND MIXED-USE DEVELOPMENT PROJECT AND DIRECTING THE CITY MANAGER TO CONCLUDE THE CITY'S RELATIONSHIP WITH ITS DEVELOPMENT PARTNER**

WHEREAS, in August 2018, the City Council approved a Request for Qualifications (RFQ) process to identify reputable private developers to enter into a public-private partnership with the City to design and construct a mixed-use development project that would integrate a highly desired new commuter parking facility with multi-family residential units, retail/commercial space, and possibly a performing arts space ("Commuter Parking and Mixed-Use Development Project" or "Project") on City-owned property in the Town Center area, near the new Sound Transit light rail station presently under construction; and

WHEREAS, pursuant to the RFQ evaluation process, the City Council identified and selected the MainStreet Property Group, LLC, to be the developer for the Project; and

WHEREAS, on June 20, 2019, the City and MainStreet entered into a nonbinding Memorandum of Understanding (MOU) concerning the potential development of the Project, including the numerous steps that would be required before reaching a binding development agreement and other related agreements for the proposed Project; and

WHEREAS, shortly after the nonbinding MOU was executed, the City and MainStreet commenced negotiations among themselves and additional partners, including the proposed Mercer Island Center for the Arts (MICA), to further define the scope, timing, funding, and desired elements of the proposed Project; and

WHEREAS, during the parties' negotiations over a period of several months, it became clear that they had widely divergent visions and expectations for the Project, including the responsibilities of the various Project participants, which became a substantial stumbling block toward further progress in defining Project components and objectives; and

WHEREAS, pursuant to Section 15 of the MOU, the parties acknowledged and understood that the Project was always contingent on subsequent approvals by multiple government agencies and that the MOU did not guarantee that the Project would be completed or that the City Council would ultimately approve the Project to move forward; and

WHEREAS, bringing to fruition the Project proposed in the MOU will require the City to commit substantial sums of money and staffing resources toward completing the City's share of Project tasks, as spelled out in Sections 5, 8, and 10 of the MOU; and

WHEREAS, the City's budget has become increasingly more constrained, with staff layoffs, salary reductions, and other belt-tightening measures implemented as a matter of fiscal necessity; and

WHEREAS, the global COVID-19 Pandemic and related emergency proclamations issued by the Governor in early 2020 have compounded the pre-existing strain on the City's fiscal situation, resulting in the urgent need to redirect and reprioritize the City's limited financial and

human resources toward only the most essential functions and public health and safety responsibilities; and

WHEREAS, the financial and staffing limitations caused by the Pandemic and budget constraints are expected to continue for an extended, but unknown, duration; and

WHEREAS, as a result of the City's ongoing fiscal distress and Pandemic response efforts, the City has determined that it is simply not feasible or practicable from a financial or staffing perspective to continue with the Project; and

WHEREAS, the City notified MainStreet of its decision to end the Project on April 3, 2020, via a phone call and a follow-up email from the City's outside legal counsel, and subsequently reiterated that decision to MainStreet in additional communications from the City Manager and outside legal counsel; and

WHEREAS, the City wishes to resolve any outstanding issues that may exist related to the MOU; and

WHEREAS, nothing in the MOU prohibits the City from constructing a parking facility on its own property at its own expense; and

WHEREAS, although the City has concluded that it cannot proceed with the Project due to fiscal and staffing limitations, the City Council desires to continue looking for creative ways to use City-owned property to resolve the City's need for additional commuter parking, including the potential for using funds it is owed from Sound Transit to construct a surface parking lot on some or all of the City property that was originally contemplated to be incorporated into the Project;

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

**Section 1.** For the reasons described above, the City Council confirms that it is no longer feasible nor in the best interests of the City or its residents to proceed with the Commuter Parking and Mixed-Use Development Project proposed in the MOU with MainStreet Property Group, LLC. Accordingly, no further City staffing or financial resources shall be expended on Project development.

**Section 2.** The City Council ratifies the April 2020 communications sent by or on behalf of the City Manager, which notified MainStreet and its representatives that the City desired to end the Project and conclude the parties' relationship under the MOU.

**Section 3.** The City Council directs the City Manager to proceed with all appropriate steps, if any are necessary, to conclude the City's relationship with MainStreet under the MOU.

**Section 4.** The City Manager is further directed to explore options for converting City-owned property within the proposed Project site to a surface parking lot without the participation or involvement of any private development partners. No discussions with any other developers concerning redevelopment of the Project site or marketing thereof shall occur until action permitting the same is taken by the City Council subsequent to this resolution.



**PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON,  
AT A REGULAR MEETING THEREOF, ON THE 21<sup>ST</sup> DAY OF JULY, 2020.**

CITY OF MERCER ISLAND

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

Attest:

\_\_\_\_\_  
Deborah A. Estrada, City Clerk



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

**AB 5728  
July 21, 2020  
Regular Business**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 5728: Repeal of the Multifamily Housing Property Tax Exemption program (2 <sup>nd</sup> Reading)	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Adopt Ordinance No. 20-C14.	<input checked="" type="checkbox"/> Action Needed:
		<input type="checkbox"/> Motion
		<input checked="" type="checkbox"/> Ordinance
		<input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Evan Maxim, Director of Community Planning and Development
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Ordinance No. 20C-14
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

**SUMMARY**

On July 7, 2020, the City Council conducted its first reading of an ordinance to repeal the Multifamily Housing Property Tax Exemption (MFTE) program ([AB 5723](#)). Following their review, the City Council directed the staff to bring back the ordinance for a second reading on July 21, 2020.

**BACKGROUND**

The MFTE program is authorized by RCW 84.14, and was originally adopted by the City Council in 2011 (Ord. No. 11C-02) to encourage the creation of new multifamily housing, and the rehabilitation of existing vacant and underutilized buildings for multifamily housing, through a property tax reduction. If a project participated in the MFTE program, the value of the new or rehabilitated housing (i.e. the improvements, not the land) would be exempt from property taxation for 8 or 12 years. In return, the project would set aside affordable housing units for the life of the project: 10% of the units for an 8-year exemption and 20% for a 12-year exemption. The MFTE program is one regulatory tool available intended to encourage residential development that is identified in the Housing Element of the Comprehensive Plan, which reads:

*“3.9 Use regulatory and financial incentives in the Town Center and PBZ/CO districts such as density bonuses, fee waivers, and property tax reductions to encourage residential development for a range of household and ownership types and income levels. (Housing Element, Goal 3).”*

Elimination of the MFTE program does not require a Comprehensive Plan amendment, as it is one of several different regulatory and financial incentives identified by the City Council in implementing this policy approach. Following the establishment of the MFTE program, no multifamily projects have participated in the program, which likely indicates that the intended financial incentive is not functioning as originally intended by the City Council.

### PROPERTY TAX (TAX REVENUE REDUCTION & TAX SHIFT)

At the July 7, 2020 City Council meeting, staff provided a hypothetical example related to a mixed-use building in the Town Center, intended to illustrate the relative benefits of the MFTE program to the participating property owner and the public. Following their review, the City Council requested additional research related to how property taxes were affected by a project's use of the MFTE program and requested that the staff refine the hypothetical example.

In the July 7, 2020 presentation, staff incorrectly indicated that the portion of the property tax exempted through the MFTE program, was entirely paid by the remaining taxpayers on island. New construction that participates in the MFTE program is exempt both from the assessed value used to calculate the tax levy and from the payment of the tax levy. This results in a reduction in the total amount of property tax revenues collected.

The following two tables reflect a simplified hypothetical scenario, wherein only one construction project is built between 2020 and 2030. It is also assumed that the entire value of the single new construction project can be exempted by the MFTE program. No depreciation in construction value is assumed.

Table 1 reflects the effect this additional new construction has on total tax revenues, presuming the project does not participate in the MFTE program. Note that over the 10-year period, the total property tax levy amount increases by \$121,191.

Table 2, at the top of page 3, reflects the effect of adding the additional new construction to the tax levy in year 2028, instead of year 2020. Note that over the 10-year period, the total property tax levy amount increases by \$120,769; the difference represents the lost property tax revenue to the City for this 10-year period.

**Table 1: Hypothetical Scenario, No MFTE**

Year	Prior year levy amount	+ 1% increase	+ New construction	Increase over prior year	Total levy
2020	\$1,000,000	\$10,000	\$5,000	\$15,000	\$1,015,000
2021	\$1,015,000	\$10,150	\$0	\$10,150	\$1,025,150
2022	\$1,025,150	\$10,252	\$0	\$10,252	\$1,035,402
2023	\$1,035,402	\$10,354	\$0	\$10,354	\$1,045,756
2024	\$1,045,756	\$10,458	\$0	\$10,458	\$1,056,213
2025	\$1,056,213	\$10,562	\$0	\$10,562	\$1,066,775
2026	\$1,066,775	\$10,668	\$0	\$10,668	\$1,077,443
2027	\$1,077,443	\$10,774	\$0	\$10,774	\$1,088,217
2028	\$1,088,217	\$10,882	\$0	\$10,882	\$1,099,100
2029	\$1,099,100	\$10,991	\$0	\$10,991	\$1,110,091
2030	\$1,110,091	\$11,101	\$0	\$11,101	\$1,121,191

**Table 2: Hypothetical Scenario, 8-yr MFTE**

Year	Prior year levy amount	+ 1% increase	+ New construction	Increase over prior year	Total levy
2020	\$1,000,000	\$10,000	\$0	\$10,000	\$1,010,000
2021	\$1,010,000	\$10,100	\$0	\$10,100	\$1,020,100
2022	\$1,020,100	\$10,201	\$0	\$10,201	\$1,030,301
2023	\$1,030,301	\$10,303	\$0	\$10,303	\$1,040,604
2024	\$1,040,604	\$10,406	\$0	\$10,406	\$1,051,010
2025	\$1,051,010	\$10,510	\$0	\$10,510	\$1,061,520
2026	\$1,061,520	\$10,615	\$0	\$10,615	\$1,072,135
2027	\$1,072,135	\$10,721	\$0	\$10,721	\$1,082,857
2028	\$1,082,857	\$10,829	\$5,000	\$15,829	\$1,098,685
2029	\$1,098,685	\$10,987	\$0	\$10,987	\$1,109,672
2030	\$1,109,672	\$11,097	\$0	\$11,097	\$1,120,769

The above tables do not account for the property tax levy amount collected from partial construction on a property prior to the effective date of the tax exemption; this tax levy amount is shifted to other taxpayers on Mercer Island. For example, if the site owner previously paid \$2,000 in property taxes, the \$2,000 property tax revenue is “shifted” to other taxpayers, while the remaining \$3,000 would be lost property tax revenue.

#### “Hadley” Example

In the hypothetical example of the Hadley mixed use building, the City estimates that the lost property revenue for the 8 years associated with the MFTE program, would have been equivalent to approximately \$160,000 per year. The total tax savings for the owner of the Hadley mixed use building would be approximately \$610,000 per year. The tax levy amount shifted to other taxpayers on Mercer Island would be approximately \$450,000 per year. For a period of 8 years, the reduction of tax payments by the owner of the Hadley would be approximately \$4,175,452 (present value), in return for providing the 21 affordable units.

The Hadley example presented on July 7, 2020 reflected the provision of 13 affordable housing units, however, to qualify for the MFTE program, 10 percent of the units (21 apartment units) in the Hadley would have to qualify as affordable housing. The estimated average market rate for a unit in the Hadley is \$2,148 per month. The estimated rental rate for a unit affordable at 60% of area median income in the Hadley is \$1,131 per month, resulting in an estimated average public benefit (rent gap) of \$1,005 per month. The lifetime public benefit (rent gap) of the project, based upon an assumed capitalization rate of 5%, would be \$241,314 per unit or \$5,067,600 for the 21 units.

For more information, the City Council may wish to review the Washington State Legislative Auditor’s report from December 2019, available here: [http://leg.wa.gov/ilarc/taxReports/2019/MFTE/f\\_ii/print.pdf](http://leg.wa.gov/ilarc/taxReports/2019/MFTE/f_ii/print.pdf)

Staff recommends that the City Council consider repealing the MFTE program in MICC 4.50. As part of a future work plan, staff also recommends that the City Council take up a more comprehensive discussion of the City’s affordable housing goals, policies, and programs.

## RECOMMENDATION

Adopt Ordinance No. 20C-14.

CITY OF MERCER ISLAND  
ORDINANCE NO. 20C-14

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, REPEALING CHAPTER 4.50 OF THE MERCER ISLAND CITY CODE RELATED TO THE MULTIFAMILY HOUSING PROPERTY TAX EXEMPTION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, on March 21, 2011, the City Council adopted Ordinance No. 11C-02 establishing a multifamily housing property tax exemption set forth in chapter 4.50 of the Mercer Island City Code, intended to support the creation of affordable housing within and near the Mercer Island Town Center; and

**WHEREAS**, on March 5, 2020 the City of Mercer Island issued a Proclamation of Local Emergency related to the novel coronavirus (COVID-19) pandemic, which is significantly impacting the City’s finances; and

**WHEREAS**, the City of Mercer Island relies on property tax revenues as a significant source of its general fund revenue; and

**WHEREAS**, the City Council needs to balance its policy goals with the necessity of ensuring the financial stability of the City of Mercer Island.

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

**Section 1.** Repeal of Chapter 4.50 of the Mercer Island City Code. Chapter 4.50 of the Mercer Island City Code is hereby repealed.

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

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

Passed by the City Council of the City of Mercer Island, Washington, at its regular meeting on the 21ST day of July 2020 and signed in authentication of its passage.

CITY OF MERCER ISLAND

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

Approved as to Form:

ATTEST:

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

\_\_\_\_\_  
Deborah A. Estrada, City Clerk

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

# AB 5728: Multifamily Housing Property Tax Exemption - Repeal

City Council Second Reading

July 21, 2020

# Tonight

- Property tax revenue / tax shift
  - Hadley Example
- Councilmember Questions
- Staff recommendation / Motion

# Revenue Reduction

- Tables 1 & 2 in the City Council packet
- Revenue reduction: New tax revenue that is “lost” for the duration of the MFTE program
  - “New tax revenue” is based on the value of the new construction, less the tax revenue based on the existing construction value
  - Note: Difference in Total Levy amount in Table 1 versus Table 2, represents the revenue reduction each year
- Tax shift: property taxes paid on the existing construction value, that is now paid by other properties



# Hadley Example: Correction to July 7

- Hypothetical: If Hadley had participated in the 8-year MFTE program:
  - Owner savings: approx. **\$610,000** / year (approx. \$4.2 million over 8 yrs.)
  - Revenue reduction: approx. **\$160,000** / year (approx. \$1.2 million over 8 yrs.)
  - Tax shift: approx. **\$450,000** / year (approx. \$3.6 million over 8 yrs.)
    - Note: the tax shift on the Hadley is likely larger than most, given the previous site improvements
- Permanently create **21** affordable housing units (currently 13 provided)
- Approximate value of affordable units at 60% King County Median Income - public benefit of: **\$241,314** / unit (approx. \$5.1 million)

# Councilmember Questions

- Impact fee – affordable housing waiver (exemption)
  - Authorized by RCW 82.02, MICC 19.17 (School), 19.18 (Park), 19.19 (Traffic)
  - To qualify, units must be affordable at **50%** area median income
  - Only the affordable housing units are eligible (market rate units, commercial space subject to impact fees)
  - “Waiver” reduces developer’s payment of the impact fee by 80%
- May be used in conjunction with other affordability incentives (e.g. building height, MFTE program, etc)

# Staff Recommendation / Motion

- Staff recommendation:
  - Consider repealing MFTE program
  - Future work plan item: comprehensive review of City's affordable housing goals, policies, and programs
- Motion: Adopt Ordinance No. 20C-14



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

**AB 5718  
July 21, 2020  
Regular Business**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 5718: Automated License Plate Readers	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Authorize appropriation to purchase and install Automated License Plate Recognition systems for use in Police Department vehicles.	<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>	Jeff Magnan, Police Services Commander	
<b>COUNCIL LIAISON:</b>	Salim Nice	Lisa Anderl
<b>EXHIBITS:</b>	1. MIPD Automated License Plate Recognition (ALPR) Study	
<b>CITY COUNCIL PRIORITY:</b>	n/a	

<b>AMOUNT OF EXPENDITURE</b>	\$ 86,907
<b>AMOUNT BUDGETED</b>	\$ 0
<b>APPROPRIATION REQUIRED</b>	\$ 86,907

**SUMMARY**

At the City Council Planning Session in January, staff presented the Department work plans for 2020-2021. One of the Police Department work items was to “Prepare a recommendation and cost estimate for an Automatic License Plate Reader (ALPR) program. ALPRs will allow for greatly improved parking enforcement capabilities, as well as enhance our capacity to identify stolen vehicles.” This work item was scheduled to be done sometime in the second or third quarter of the year. Given the COVID-19 Pandemic, most work items were put on hold, including the ALPR project.

At the June 2, 2020 City Council meeting, the City Council discussed the ALPR project, and gave staff the following direction: “To ask the City Manager to put this on an agenda bill for future discussion consistent with her priorities for staff.” The staff completed the analysis of the ALPR program and prepared cost estimates for procurement of the equipment.

**BACKGROUND**

Automated license plate recognition (ALPR) camera systems cross check a vehicle license plate against state and federal databases for public safety issues such as stolen vehicles, missing/endangered people, and wanted persons. Officers are alerted when a suspected vehicle is located by the system and are provided an image and location of the suspect vehicle. Officers verify the information identified by the system and take the necessary action to further investigate.

The system also interfaces with the 'Pay by Phone' parking system to allow officers to enforce paid parking in areas designated by the City by using Global Positioning System data and vehicle information provided by the person using the parking application. The data collected by the ALPR system is stored according to Washington State Law Enforcement Records Retention Schedule and Department Policy.

Since the Mercer Island Police Department is cognizant of privacy concerns associated with ALPR systems, staff contacted the American Civil Liberties Union ("ACLU") to request their input on ALPRs. Their primary concerns focused on privacy and data retention. Staff believe most of the ACLU's concerns are addressed in the City's policy, which limits the reasons the system will alert officers and limits the data retention to a maximum of 14 days.

Data that the system collects is stored for a maximum of 14-days, after which it is automatically purged. If the data is associated with a hit, and a police report is taken, the hit record is stored with the case. Retention for hits associated with police cases will follow the State's retention schedule.

### **FINANCIAL IMPACTS**

The initial cost for equipping three vehicles with the ALPR system is \$86,907, which includes the hardware, software, installation, and sales tax. This will be funded from the following resources:

1. \$23,336 of federal seizure funds; and
2. \$63,571 from the Equipment & Technology Fund by reallocating funds for technology projects not completed in the 2019-2020 biennium as follows:
  - a. B&O Tax System: \$17,000
  - b. Financial System Upgrade: \$20,000
  - c. Permitting Software Upgrade: \$26,571 (of \$57,000)

The use of federal seizure funds is restricted to spending for criminal justice purposes and cannot be used to supplant existing operating budgets. The purchase of ALPRs is a qualifying expenditure.

The technology projects listed above will not be completed in this biennium due to staffing changes in 2019 and COVID-19 Pandemic in 2020. The suspended projects will be reconsidered during the 2021-2022 budget discussions.

The ongoing fees for the ALPRs are \$7,725 each year for the first 5 years, which includes software maintenance and the parking enforcement toolkit. If approved for purchase in 2020, the fees this year will be covered by one-time savings in the Police Department budget. The fees for the remaining years will be accounted for in future budgets.

### **RECOMMENDATION**

Alternative actions are provided for City Council consideration below.

1. Authorize the appropriation of \$86,907 from the federal seizure funds and the Equipment & Technology Fund to purchase and install three ALPR systems in the Police Department vehicles.
2. Defer the decision on the purchase of the ALPR system to the 2021-2022 budget discussions, scheduled to begin Fall 2020.
3. Take no further action.

# Automated License Plate Recognition (ALPR) Study

June 18, 2020



City of  
**MERCER ISLAND** Police Department

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  - 2.1 Benefits of the project /technology
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  - 3.1 Processes that are required prior to use or access to ALPR systems.
  - 3.2 Legal Standards
- 4.0 DATA COLLECTION AND USE
  - 4.1 Details – What data is collected from sources other than an individual, including other IT systems, systems of record, commercial data aggregators, publicly available data
  - 4.2 What measures are in place to minimize inadvertent or improper collection of data
  - 4.3 How and when will ALPR's be deployed or used? Bu whom? Who will determine when ALPR's are deployed and used?
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- 5.0 WHICH ENTITY OR ENTITIES INSIDE AND EXTERNAL TO THE CITY WILL BE DATA SHARING PARTNERS?
  - 5.1 Why is data sharing necessary?
  - 5.2 Are there any restrictions on non-City use?
- 6.0 LEGAL OBLIGATIONS, RISKS AND COMPLIANCE
  - 6.1 What specific legal authorities and/or agreements permit and define the collection of information by the ALRP's?
  - 6.2 Describe What privacy training is provided to users either generally or specifically relevant to ALPR's.

6.3 Given the specific data elements collected, describe any privacy risks identified and explain how they are mitigated.

7.0 MONITORING AND ENFORCEMENT

7.1 Describe how ALPR's maintains a record of any disclosures outside of the department.



## PURPOSE

### 1.0 ABSTRACT

This Study focuses how the Mercer Island Police Department (MIPD) will use Automated License Plate Recognition systems as a necessary law enforcement tool for patrol operations and in facilitating parking enforcement within the City. MIPD is proposing initially equipping three (3) vehicles with ALPRs. Two (2) of these are Patrol vehicles and one (1) is operated by our Police Support Officer (PSO) who among other duties enforces parking regulations. Although ALPR use by Patrol differs from ALPR use by the PSO, all rules and policies that govern ALPR use by MIPD staff are standardized.

#### 1.1 Brief description of the purpose and proposed use of the technology.

The Mercer Island Police Department (MIPD) will use Automated License Plate Reader (ALPR) technology to aid in recovering stolen vehicles, to locate subjects of Amber and Silver Alerts and fugitives where vehicle license plate information is available, to assist with active investigations and to facilitate parking restrictions.

Patrol Use:

- Property Recovery – MIPD will employ ALPR units to locate stolen vehicles (typically abandoned).
- Investigation – On occasion, MIPD will rely on stored ALPR data within the 14-day retention period to assist in criminal investigations by identifying and locating involved vehicles, including locating subjects of Amber and Silver Alerts.
- Locating missing persons.

Parking Enforcement – Enforcement of parking violations in the City of Mercer Island in the following ways:

- Time-Restricted Parking Areas as designated by the City – Pay by Phone service can be utilized in conjunction with Vigilants LPR in specific locations for paid parking within the city. Vehicles equipped with an ALPR Parking Tool Kit can monitor time-restricted parking within the City. Officers will digitally “chalk” vehicles parked in time-restricted zones. Utilizing GPS location, the system alerts on those vehicles that are in violation of the time zone restriction upon a second pass. In addition to GPS, there is an original scan and current scan overlay image of the vehicle available for the Officers to examine so they can be certain that the vehicle has not moved. The system can also be used manually by the operators to digitally chalk a vehicle ~~tires~~ for areas of abandoned vehicles parked in violation of the 72-hour restricted locations.
- Restricted Parking Zones ("RPZ") means a portion of the street commonly used for vehicular parking where vehicles properly displaying a permit or other authorization are exempt from the posted RPZ. City staff provides MIPD with a list of vehicles permitted to park in an RPZ. Parking Enforcement Officers may use ALPR to determine that a vehicle does not have the appropriate permit or authorization to park in a specific area.

MIPD does not pool ALPR data with other local, state, or federal agencies. However, ALPR data is subject to the Public Records Act.

## **1.2 Reason the project is being created.**

Council requested the Police Department prepare a recommendation and cost estimate for an Automated License Plate Reader (ALPR) program. This proposed work item was discussed at the January 2020 Council Retreat. The proposal was due Quarter 1 of 2020, however, COVID-19 effected many City operations, and this program was delayed. On June 2, 2020, Council requested a full Agenda Bill on ALPRs be prepared by staff and return to the council for evaluation and discussion for possible approval.

## **2.0 PROJECT / TECHNOLOGY OVERVIEW**

ALPR technology utilizes up to a 4-camera system, which is attached to patrol vehicles to read license plates from moving and parked vehicles. It compares the license plate to several databases to determine if there is a “hit” on the license plate. A “hit” could be for stolen vehicles, missing/endangered people, wanted persons or wanted vehicles or vehicles involved in felonies, and parking violators. Officers will be required to confirm the data given in the “hit” notification before any action takes place.

### **2.1 Describe the benefits of the project/technology.**

The benefits of an ALPR system are many-fold. Patrol ALPR and Parking Enforcement ALPR assist the City in locating and recovering stolen vehicles, locate subjects of Amber and Silver Alerts, fugitives where vehicle license plate information is available, and in investigating other crime. Parking Enforcement ALPR assists the City in managing the flow of traffic (by monitoring and enforcing the City’s parking provisions). Additionally, both ALPR systems may assist with active investigations by helping to determine the location of vehicles of interest – specifically those that have been identified as being associated with an investigation.

MIPD will use ALPR’s to recover stolen vehicles, which are often used by thieves in committing other crimes. MIPD will use ALPR’s to locate subjects of Amber and Silver Alerts, fugitives where vehicle license plate information is available, and in investigating crime. Examples include:

- A murder, in which the victim who, while dropping off passengers, was confronted and shot. A search of ALPR data located images of the vehicle plate the day of and day after the homicide. The images showed that the vehicle had been painted from black to gold in an attempt to conceal it. This assisted in apprehending the suspect.
- Seattle Police used ALPR to identify a suspect’s vehicle parked in the vicinity of a murder. Security video from surrounding businesses showed the suspect vehicle being driven in the area, which was critical in the arrest and charging of the two responsible suspects.
- Seattle Police obtained a partial plate and a description of the car in a drive-by-shooting with three innocent victims. SPD ran several partial plate searches and found one in the ALPR system that had been in the area of the shooting at the time. The vehicle matched the description and led to identification of the vehicle and ultimately to the arrest of the shooting suspects.

- A victim at a charity-operated homeless shelter was threatened and nearly stabbed by an individual who was known only by his first name. The victim reported that the suspect had stabbed people before, was extremely violent, and had left the scene in an agitated state. The victim was able to provide a partial license plate, which with other description information, enabled the Seattle Police Department to use the ALPR database to determine the car was routinely parked under a nearby overpass in the middle of the night. SPD then located the vehicle and the suspect before he hurt anyone else.
- A violent robbery in Tukwila involved a stolen VW Toureg. The suspects in that crime were involved in subsequent incidents including gun theft and a road rage incident in which a victim was shot at. Using ALPR data, SPD found several locations where the vehicle had been and photos from the ALPR database provided pictures of the current color of the vehicle as the registration reported a different color. A bulletin describing the vehicle and indicating the possible location assisted Tukwila Police in locating the vehicle and arresting the suspects in these violent crimes.

## 2.2 Data or research demonstrating anticipated benefits of ALPR's.

### Research studies:

- Gierlack, Keith, et al. License Plate Readers for Law Enforcement: Opportunities and Obstacles. RAND Corporation. <https://www.ncjrs.gov/pdffiles1/nij/grants/247283.pdf>
- Roberts, David & Meghann Casanova. Automated License Plate Recognition Systems: Policy and Operational Guidance for Law. U.S. Department of Justice. <https://www.ncjrs.gov/pdffiles1/nij/grants/239604.pdf>

### General news reporting about ALPR Benefits:

- "Auto thefts up 10 percent in Seattle's North Police Precinct". Sep. 13, 2018. KIRO News. <https://www.kiro7.com/news/local/auto-thefts-up-10-percent-in-Mercer-Islands-north-police-precinct/832872563>
- "Suspect in New York murder arrested in Spokane". Kelsie Morgan. Jun. 21, 2018. KXLY News. <https://www.kxly.com/news/local-news/suspect-in-new-york-murder-arrested-in-spokane/756515430>
- "Man suspect of sexual assault of child arrested for brazen Fremont home-invasion robbery". Mark Gomez. Sep 13, 2018. Mercury News. <https://www.mercurynews.com/2018/09/13/fremont-police-arrest-man-suspected-of-home-invasion-robbery-sexual-assault-of-child/>
- "Man Sentenced to 7 Years for Northeast DC Gunpoint Carjacking of Nun". Sophia Barnes. Sep 7, 2018. NBC Washington. <https://www.nbcwashington.com/news/local/Man-Sentenced-to-7-Years-for-Carjacking-Nun-in-Northeast-DC-Brookland-492714631.html>
- "License plate readers help Miami Beach police crackdown on crime". Andrew Perez. Jul 31, 2018. ABC 10. <https://www.local10.com/news/florida/miami-beach/license-plate-readers-help-miami-beach-police-crack-down-on-crime>
- "License plate readers helping police in many ways". Tony Terzi. Sep 5, 2018. FOX 61. <https://fox61.com/2018/09/05/license-plate-readers-helping-police-in-many-ways/>

- “License plate reader technology scores break in hit-and-run probe”. Paul Mueller. Sep 20, 2018. CBS 12. <https://cbs12.com/news/local/license-plate-reader-technology-scores-break-in-hit-and-run-probe>
- “License-plate scanners result in few 'hits,' but are invaluable in solving crimes, police say”. Karen Farkas. Dec 4, 2017. Cleveland.com. [https://www.cleveland.com/cuyahoga-county/index.ssf/2017/12/license\\_plate\\_readers\\_result\\_in\\_few\\_hits\\_but\\_are\\_invaluable\\_in\\_solving\\_crimes\\_police\\_say.html](https://www.cleveland.com/cuyahoga-county/index.ssf/2017/12/license_plate_readers_result_in_few_hits_but_are_invaluable_in_solving_crimes_police_say.html)

### 2.3 Technology Specifics.

ALPR hardware consists of high definition infrared digital cameras that are mounted on Patrol vehicles.

The high-speed cameras capture images of license plates as they move into view, and associated software deciphers the characters on the plate, using optical character recognition. This interpretation is then immediately checked against any license plate numbers that have been uploaded into the onboard, in-vehicle software system. Twice a day, the License Plate Reader File (known as the HotList - a list of license plate numbers from Washington Crime Information Center (WACIC) and the FBI’s National Crime Information Center (NCIC)), is uploaded into the ALPR system (via a connection to WACIC). This is the source of “hits” for the license plate reader system. The license plate numbers compiled on the HotList “may be stolen vehicles, vehicles wanted in conjunction with felonies and wanted persons” (WSP Memorandum of Understanding No. C141174GSC; March 11, 2014). Other sources include the information provided from ‘Pay by Phone’ service for metered parking enforcement. No ALPR data collected by MIPD ALPR-equipped Patrol vehicles are automatically uploaded into any system accessible by other agencies. Instances where Officers take action on a Hit are documented directly onto a citation or into case report, depending on the type of incident and uploaded into the Police Records Management System.

After researching 10 different ALPR vendors, Staff recommends the City purchase the system from Vigilant Solutions to provide both hardware and software for the ALPR system. In addition to the cameras, Vigilant provides the backend server(s) through which camera reads are interpreted and administrative control is managed. This includes the ability to set and verify retention periods, track and log user activity, view camera “read” and “hit” data and manage user permissions.

The configuration is designed so that the cameras capture the images and filter the reads through the linked software to determine if/when a hit occurs. When the software identifies a hit, it issues an audible alert, and a visual notification informs the user which list the hit comes from – HotList; time-restricted, or overtime parking.

In ALPR-equipped vehicles, a “hit” triggers a chain of responses from the user that includes visual confirmation that the computer interpretation of the camera image is accurate, and the officer verbally checks with Dispatch or on the Mobile Data Computer for confirmation that the license plate is truly of interest before any action is taken. This is done to ensure the system accurately read a license plate. If the characters of a plate are misread the operator has the ability to correct the read. If a hit is determined to be incorrect the operator can select the incorrect button and the hit will be disregarded.

All data collected by the ALPR systems (images, computer-interpreted license plate numbers, date, time, and GPS location) are stored on CJIS Compliant secure encrypted servers and retained for 14 days as per policy. After 14 days, all data collected by the ALPR systems are automatically deleted unless specific data has been exported as serving an investigative purpose – in which case, it is included in an investigation file.

### **3.0 USE GOVERNANCE**

#### **3.1 Processes that are required prior to use, or access to ALPR systems.**

Prior to gaining access to the ALPR system, potential users must be trained. Once this training has been verified with the ALPR administrator, users are given access and must log into the system with unique login and password information whenever they employ the technology. They remained logged into the system the entire time that the ALPR system is in operation. This login is auditable and managed within the system. Officers are assigned the vehicles to use while on-shift.

#### **3.2 List the legal standards or conditions, if any, that must be met before the project / technology is used.**

ALPR systems can be used during routine patrol or specific to a criminal investigation (i.e., to locate a stolen vehicle), as per MIPD Policy. The policy requires that users must be trained; they must be certified in A Central Computerized Enforcement Service System (ACCESS) – a computer controlled communications system maintained by Washington State Patrol that extracts data from multiple repositories, including Washington Crime Information Center, Washington State Identification System, the National Crime Information Center, the Department of Licensing, the Department of Corrections Offender File, the International Justice and Public Safety Network, and PARKS - and trained in the proper use of ALPR. In addition, the policy limits use of the technology to strictly routine patrol, criminal investigation, or for parking enforcement. Further, the policy clarifies that users may only access ALPR data when that data relates to a specific criminal investigation. Records of these requests are purged after 14 days.

### **4.0 DATA COLLECTION AND USE**

#### **4.1 Details about what information is being collected from sources other than an individual, including other IT systems, systems of record, commercial data aggregators, publicly available data and/or other city departments.**

Data collected from ALPR include license plate image, computer-interpreted read of the license plate number, date, time, and GPS location.

All ALPR-equipped vehicles receive a daily HotList through Vigilant's back office LEARN. These Hot list's come from the Washington State Patrol that contains national stolen vehicle plate data published daily by the FBI. The Washington State Patrol places the HotList file on a server available through ACCESS to those agencies that have a specific and signed agreement with WSP to access and use the information.

#### **4.2 What measures are in place to minimize the inadvertent or improper collection of data?**

When the ALPR system registers a hit, a match to a license plate number listed on the HotList (as described in 2.3 above), the user must verify accuracy before taking any action. For instance, when the system registers a hit on a stolen vehicle, the user must visually verify that the system accurately read the license plate and, if so, must then contact Dispatch to verify the accuracy of the hit – that the vehicle is actually listed as stolen. Only then does the user take enforcement action.

Unless a hit has been flagged for investigation and exported from the database for this purpose, all captured data is automatically deleted after 14 days, per department retention policy. Data related to a flagged hit is downloaded and maintained with the investigation file for the retention period related to the incident type.

#### **4.3 How and when will the project / technology be deployed or used? By whom? Who will determine when the project / technology is deployed and used?**

ALPR systems will be used in Patrol on a daily basis by authorized users (see 3.1 above). Supervisors will determine when ALPR-equipped vehicles will be on patrol and by which trained personnel. Detectives may access ALPR's data in connection with investigations of criminal incidents based on reasonable suspicion.

#### **4.4 How will data that is collected be accessed and by whom?**

All data collected are hosted on the vendor's encrypted and secure servers. The data is not accessible by vendors without knowledge and/or permission of City personnel.

Only authorized users can access the data collected by ALPR. Per Policy authorized users must access the data only for active investigations and all activity by users in the system is logged and auditable. MIPD personnel within specific investigative units have access to ALPR data during its retention window of 14 days, during which time they can reference the data if it relates to a specific investigation.

Data removed from the system/technology and entered into investigative files is securely input and used on MIPD's password-protected network with access limited to detectives and identified supervisory personnel.

All MIPD employees are backgrounded and access is controlled by MIPD staff and Policy provisions governing Department Information Systems including governing Department-Owned Computers, Devices & Software.

## 5.0 Data Sharing

### 5.1 Which entity or entities inside and external to the City will be data-sharing partners?

Data may be shared with outside entities in connection with criminal prosecutions:

- Mercer Island City Attorney's Office
- King County Prosecuting Attorney's Office
- King County Department of Public Defense
- Defense Attorneys
- Mercer Island Municipal Court
- King County Superior Court
- Similar entities where prosecution is in Federal or other State jurisdictions

Data may be made available to requesters pursuant to the Washington Public Records Act, Chapter 42.56 RCW ("PRA"). MIPD will apply applicable exemptions to the data before disclosing to a requester. Individuals have the right to inspect criminal history record information maintained by the department (RCW 10.97.030, MIPD Policy). Individuals can access their own information by submitting a public records request.

Per MIPD Policy, the Records Unit is responsible for receiving, recording, and responding to requests "for General Offense Reports from other City departments and from other law enforcement agencies, as well as from insurance companies."

Discrete pieces of data collected by the ALPR may be shared with other law enforcement agencies in wanted bulletins, and in connection with law enforcement investigations jointly conducted with those agencies, or in response to requests from law enforcement agencies investigating criminal activity as governed by MIPD Policy.

### 5.2 Are there any restrictions on non-City data use?

Law enforcement agencies receiving criminal history information are subject to the requirements of 28 CFR Part 20. In addition, Washington State law enforcement agencies are subject to the provisions of WAC 446-20-260, and RCW Chapter 10.97.

Once disclosed in response to Public Records Request, there are no restrictions on non-City data use; however, applicable exemptions will be applied prior to disclosure to any requestor who is not authorized to receive exempt content.

## 6.0 LEGAL OBLIGATIONS, RISKS AND COMPLIANCE

### 6.1 What specific legal authorities and/or agreements permit and define the collection of information by the project/technology?

ALPR use is not legally constrained at the local, state, or federal level. Instead, the retention of data is restricted. MIPD will retain license plate data that is not case-specific (i.e., related to an investigation) for 14 days.

### 6.2 Describe what privacy training is provided to users either generally or specifically relevant to ALPR's.

Users are trained in how to use the system and how to properly access data by other trained MIPD users. The administrator confirms the training before providing access to new users.

MIPD Policy mandates that all employees, including ALPR users, who use terminals that have access to information in WACIC/NCIC files must be certified by completing complete Security Awareness Training with recertification testing required every two years, and all employees also complete City Technology and Privacy Training. Failure to comply with ACCESS/NCIC/WACIC user requirements can result in termination of the right to continue using ACCESS services.

### 6.3 Given the specific data elements collected, describe any privacy risks identified and explain how they are mitigated.

Each component of data collected, on its own, does not pose a privacy risk. Paired with other known or obtainable information, however, an individual may be able to personally identify owners of vehicles, and then use that information to determine, to a certain degree, where specific vehicles have been located. Because MIPD's ALPR cameras are few in number, not fixed in location, vehicles equipped with ALPR generally do not follow the same routes, and the records not related to a specific incident are only retained for 14 days, privacy risk is substantially mitigated because of the limited ability to identify vehicle patterns.

Per MIPD Policy, staff can access the stored data in the ALPR system for specific criminal investigation or department related civil or administrative action. Any activity by a user to access this information is logged and auditable. Additionally, all collected data that is not relevant to an active investigation is deleted 14 days after collection.

Washington Public Records Act requires release of collected ALPR data, however, making it possible for members of the public to make those identification connections on their own if they have access to the information necessary to do so, such as an independent knowledge of a particular individual's license plate number.



## 7.0 MONITORING AND ENFORCEMENT

### 7.1 Describe how the project/technology maintains a record of any disclosures outside of the department.

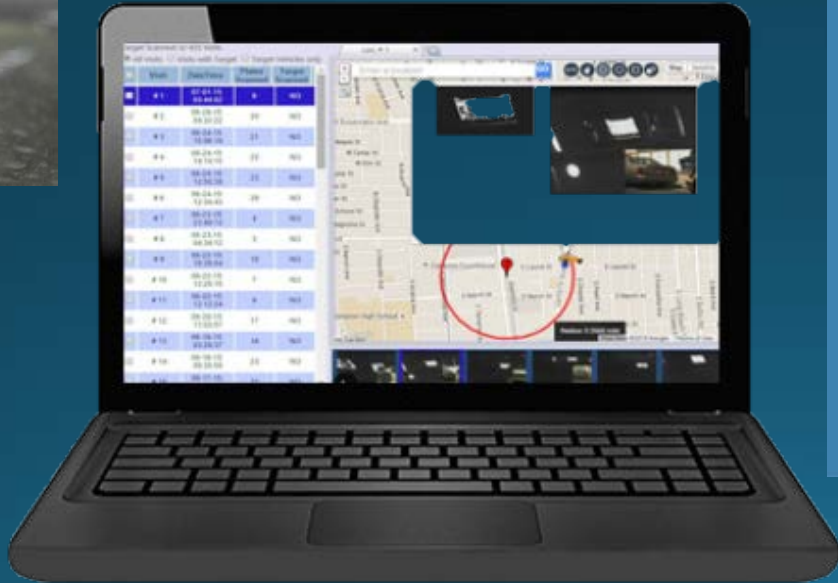
Data collected by the ALPRs in the field is disclosed pursuant to Public Disclosure Law. The only data available for disclosure is that data that remains in the system within the 14-day retention window. Hits where the Officer took action, will be contained within the case, infraction, citation, or incident report completed by the Officer and stored in the Records Management System of the Police Department. This data will be retained per records retention rules.

The Records Unit of the Police Department is responsible for receiving and recording all Public Disclosure Requests (PDR's) or requests in the form of 'legal discovery'. These requests are retained per Washington State Law.

Discrete pieces of data collected by ALPR may be shared with other law enforcement agencies in wanted bulletins, and in connection with law enforcement investigations jointly conducted with those agencies, or in response to requests from law enforcement agencies investigating criminal activity as governed by MIPD Policy.

Any requests for disclosure are logged by MIPD's Records Unit, as appropriate. Any action taken and data released subsequently is then tracked through the request log. Responses to Public Disclosure Requests, including responsive records provided to a requestor, are logged in Cities PDR system and retained by MIPD for two years after the request is completed.

# Mercer Island Police Department Automated License Plate Readers



**VIGILANT SOLUTIONS**

**Felony Warrant**

**Exact Match Alert**

**Detected Plate**  
**PWP82U**

**Hot List Record**  
**PWP82U**

Date: 01/18/2013  
Time: 3:48 PM PST

State: NJ  
Date of Hot-List' Record: 1/13/2013  
Vehicle VIN #: 45DFY1BS35T669011JND

Map Save Delete



# ALPR Solution

Council Direction - Research and present ALPR technology for Mercer Island.

1. Study Conducted – presented in council packet
  - Research Vendors – two solutions
    - ALPR System
    - Parking Solution
2. Privacy Concerns and Mitigation
3. Financial Impacts



# ALPR Solution

One purpose with two outcomes.

## 1. Automated License Plate Reader system

- System compares the license plate against state and federal databases for:
  - Stolen vehicles
  - Missing/endangered people
  - Wanted persons
- System requires Officers verify the information

## 2. Parking Solution

- System interfaces with the 'Pay by Phone' parking system to allow officers to enforce paid parking in areas designated by the City.
- GPS data and vehicle information provided by the person used to identify parking violators.



# ALPR Solution

## Standard Detection

The screenshot shows the Vigilant Solutions software interface. On the left is a navigation menu with options like 'Map', 'Location', 'Import Hot List', 'Start/Stop', 'Add Plate', 'Search', 'Day/Night', 'Minimize', and 'Exit'. The main area features a live camera feed of a dark car with license plate 8BXZ934. Below the feed is a table of detected license plates.

Hits	Plate	Plate Number	State	Camera
8BXZ934		6WWV160	CA	Camera #2
K715PO		8C01589	CA	Camera #3
8PIU506		5WUU519	CA	Camera #2
8JMP775		6YCK850	CA	Camera #3
		47084P1	CA	Camera #3
		5YKX468	CA	Camera #3

## Hit Response

The screenshot shows the 'Hit Response' screen for a 'Felony Warrant'. It features the Vigilant Solutions logo and a top-down camera view of a red SUV with license plate PWP82U. To the right of the image is a summary of the hit, including an 'Exact Match Alert', the detected plate 'PWP82U', and a 'Hot List Record' for the same plate. Below this, vehicle details are listed: State (NJ), Date of Hot-List Record (1/13/2013), and Vehicle VIN (# 45DFY1BS35T669011JND). At the bottom are buttons for 'Map', 'Save', and 'Delete'.



# Privacy Concerns

Vigilant LPR cameras use a high-speed specialized camera combined with proprietary software to extract still images of vehicles

- Information is owned, controlled, and retained by the agency based on agency policy.
- No Personally Identifiable Information data is captured, only license plates.
- Agency can retain vehicle detections for as little as one day



# Privacy Concerns

Staff contacted the American Civil Liberties Union - primary focus was privacy and data retention.

- The system will only generate a “hit” for stolen vehicles, missing/endangered people and or wanted persons.
- Per department policy, staff can access the stored data in the ALPR system for specific criminal investigation or department related civil or administrative action.
- User access is logged and auditable.
- All collected data, not relevant to an active investigation, is automatically deleted 14 days after collection.



# Financial Impacts

System initial investment \$86,907 – Includes hardware, software, installation, and sales tax.

## Funding sources:

1. \$23,336 from federal seizure funds; and
2. \$63,571 from the Equipment & Technology Fund by reallocating funds for technology projects not completed in the 2019-2020 biennium as follows:
  - a. B&O Tax System: \$17,000
  - b. Financial System Upgrade: \$20,000
  - c. Permitting Software Upgrade: \$26,571 (of \$57,000)





# Alternative actions are provided for City Council consideration:

1. Authorize the appropriation of \$86,907 from the federal seizure funds and the Equipment & Technology Fund to purchase and install three ALPR systems in the Police Department vehicles.
2. Defer the decision on the purchase of the ALPR system to the 2021-2022 budget discussions, scheduled to begin Fall 2020.
3. Take no further action.



# Councilmember Questions





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5731  
July 21, 2020  
Regular Business

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5731: Mayors Call to Action Pledge to Address Police Use of Force Policies	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	None.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	City Manager & Police
<b>STAFF:</b>	Ali Spietz, Chief of Administration and Ed Holmes, Police Chief
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Updated MIPD Use of Force policy
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

### SUMMARY

Over the past month, Mayor Benson Wong and the City Council have received a number of requests for the Mayor to sign the "[Mayors Commit to Action Pledge](#)" from the Obama Foundation's My Brother's Keeper Alliance.

#### BACKGROUND

On June 3, 2020, former President Barack Obama held a virtual town hall event to discuss the nationwide protests and death of George Floyd. During his comments, he called on police departments across the country to review their use of force policies with their communities. This led to the creation of the Mayors Commit to Action Pledge.

The Pledge is aimed at addressing use of force policies in police departments across the country. The Pledge calls on mayors across the United States to commit to the following four actions:

1. REVIEW police use of force policies.
2. ENGAGE communities by including a diverse range of input, experiences, and stories in the review.
3. REPORT the findings of the review to the community and seek feedback.
4. REFORM the community's police use of force policies.

## CONSIDERATIONS

During the City Council's discussion of the Pledge at the July 14, 2020 meeting, the following considerations were presented to the Council:

- The Police Chief recently reviewed the Mercer Island Police Department's ("MIPD") Use of Force policy and made some revisions/updates.
- The fourth action point to REFORM policies assumes that the current Use of Force policy is inadequate or misguided.
- MIPD contracts with Lexipol, a company that writes policies for police departments and currently uses and supports Lexipol's Use of Force policy, as it comports with federal and state law.
- The Pledge is designed for cities whose Use of Force policies do not include best practices (banning neck holds as a restraining technique, requiring officers to intervene when they observe another officer applying excessive force, requiring a verbal warning before application of deadly force, and requiring thorough reporting when force is used). MIPD's policy include all of these provisions.
- The City Council must authorize Mayor Wong to sign the Pledge as it is a commitment to action.

## STAFF RECOMMENDATION

If the Mayor were to sign the Pledge, there will be an expectation that the community will be actively involved in reforming the Use of Force policy. While staff appreciates the sentiment behind the "pledge," staff recommends that the Mayor does not sign the Pledge because the MIPD's Use of Force Policy already includes best practices and comports with current law. The police department actively trains on this policy, as well as de-escalation techniques and Crisis Intervention Training.

In addition, staff is working on the City Council direction from the June 16 meeting to "engage a consultant to conduct a series of listening sessions for the community so that we can hear first-hand the stories of minority experiences on the Island, and gather ideas for what we can do to make the island a safe and welcoming place for people of all races and ethnicities."

## RECOMMENDATION

None.

## Use of Force

### 300.1 PURPOSE AND SCOPE

This policy provides guidelines on the reasonable use of force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial and reasonable manner.

#### 300.1.1 DEFINITIONS

Definitions related to this policy include:

**Deadly force** - Force reasonably anticipated and intended to create a substantial likelihood of causing death or very serious injury.

**Force** - The application of physical techniques or tactics, chemical agents or weapons to another person. The pointing of a firearm or Taser at a person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed or restrained.

### 300.2 POLICY

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

The Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation and a careful balancing of all interests.

#### 300.2.1 DUTY TO INTERCEDE

Any officer present and observing another officer using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force. An officer who observes another employee use force that exceeds the degree of force permitted by law shall promptly report these observations to a supervisor.

### 300.3 USE OF FORCE

Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

The "reasonableness" of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force that reasonably

## *Use of Force*

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appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain and rapidly evolving.

Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.

It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons or methods provided by the Department. Officers may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

### 300.3.1 USE OF FORCE TO EFFECT AN ARREST

An officer may use all means reasonably necessary to effect an arrest if, after notice of the intention to arrest the person, he/she either flees or forcibly resists (RCW 10.31.050).

### 300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include but are not limited to:

- (a) Immediacy and severity of the threat to officers or others.
- (b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.
- (c) Officer/subject factors (age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).
- (d) The effects of drugs or alcohol.
- (e) Subject's mental state or capacity.
- (f) Proximity of weapons or dangerous improvised devices.
- (g) The degree to which the subject has been effectively restrained and his/her ability to resist despite being restrained.
- (h) The availability of other options and their possible effectiveness.
- (i) Seriousness of the suspected offense or reason for contact with the individual.
- (j) Training and experience of the officer.
- (k) Potential for injury to officers, suspects, and others.

## Use of Force

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- (l) Whether the person appears to be resisting, attempting to evade arrest by flight or is attacking the officer.
- (m) The risk and reasonably foreseeable consequences of escape.
- (n) The apparent need for immediate control of the subject or a prompt resolution of the situation.
- (o) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.
- (p) Prior contacts with the subject or awareness of any propensity for violence.
- (q) Any other exigent circumstances.

### 300.3.3 PAIN COMPLIANCE TECHNIQUES

Pain compliance techniques may be effective in controlling a physically or actively resisting individual. Officers may only apply those pain compliance techniques for which they have successfully completed department-approved training. Officers utilizing any pain compliance technique should consider:

- (a) The degree to which the application of the technique may be controlled given the level of resistance.
- (b) Whether the person can comply with the direction or orders of the officer.
- (c) Whether the person has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the officer determines that compliance has been achieved.

### 300.3.4 USE OF FORCE TO SEIZE EVIDENCE

In general, officers may use reasonable force to lawfully seize evidence and to prevent the destruction of evidence. However, officers are discouraged from using force solely to prevent a person from swallowing evidence or contraband. In the instance when force is used, officers should not intentionally use any technique that restricts blood flow to the head, restricts respiration or which creates a reasonable likelihood that blood flow to the head or respiration would be restricted.

## 300.4 DEADLY FORCE APPLICATIONS

Use of deadly force is justified in the following circumstances:

- (a) An officer may use deadly force to protect him/herself or others from what he/she reasonably believes would be an imminent threat of death or serious bodily injury. An officer shall, when feasible, give a verbal warning prior to using deadly force.
- (b) An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the person has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to any other person if the subject is not immediately apprehended. Under

## Use of Force

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such circumstances, a verbal warning should precede the use of deadly force, where feasible. Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if an officer reasonably believes any of the following:

1. The person has a weapon or is attempting to access one and it is reasonable to believe the person intends to use it against the officer or another.
  2. The person is capable of causing serious bodily injury or death without a weapon and it is reasonable to believe the person intends to do so.
- (c) Application of the Lateral Vascular Neck Restraint technique (commonly referred to as a choke hold) is considered deadly force.

### 300.4.1 SHOOTING AT OR FROM MOVING VEHICLES

Shots fired at or from a moving vehicle are rarely effective. Officers should move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants. An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others.

Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

## 300.5 REPORTING THE USE OF FORCE

Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances. To collect data for purposes of training, resource allocation, analysis and related purposes, the Department may require the completion of additional report forms, as specified in department policy, procedure or law.

### 300.5.1 NOTIFICATION TO SUPERVISORS

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

- (a) The application caused a visible injury.
- (b) The application would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort.
- (c) The individual subjected to the force complained of injury or continuing pain.
- (d) The individual indicates intent to pursue litigation.
- (e) Any application of the TASER® device or control device.
- (f) Any application of a restraint device other than handcuffs, shackles or belly chains.
- (g) The individual subjected to the force was rendered unconscious.



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- (h) An individual was struck or kicked.
- (i) An individual alleges any of the above has occurred.

### 300.5.2 NOTIFICATION TO INDIAN AFFAIRS

When the use of force by an officer results in the death of a person who is an enrolled member of a federally recognized Indian tribe, notification shall be made to the Governor's Office of Indian Affairs within a reasonable period of time, but not more than 24 hours after the department has good reason to believe the person was an enrolled member. Notice shall include sufficient information for the Governor's Office of Indian Affairs to attempt to identify the deceased person and tribal affiliation (RCW 10.114.021).

### 300.6 MEDICAL CONSIDERATION

Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

Based upon the officer's initial assessment of the nature and extent of the subject's injuries, medical assistance may consist of examination by fire personnel, paramedics, hospital staff or medical staff at the jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics and imperviousness to pain (sometimes called "excited delirium"), or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away if appropriate.

### 300.7 SUPERVISOR RESPONSIBILITIES

When a supervisor is able to respond to an incident in which there has been a reported application of force, the supervisor is expected to:

## Use of Force

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- (a) Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.
- (b) Ensure that any injured parties are examined and treated.
- (c) When possible, separately obtain a recorded interview with the subject upon whom force was applied. If this interview is conducted without the person having voluntarily waived his/her *Miranda* rights, the following shall apply:
  - 1. The content of the interview should not be summarized or included in any related criminal charges.
  - 2. The fact that a recorded interview was conducted should be documented in a property or other report.
  - 3. The recording of the interview should be distinctly marked for retention until all potential for civil litigation has expired.
- (d) Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas. These photographs should be retained until all potential for civil litigation has expired.
- (e) Identify any witnesses not already included in related reports.
- (f) Review and approve all related reports.
- (g) Determine if there is any indication that the subject may pursue civil litigation.
  - 1. If there is an indication of potential civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.
- (h) Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy non-compliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

### 300.7.1 WATCH COMMANDER RESPONSIBILITY

The Watch Commander shall review each use of force by any personnel within his/her command to ensure compliance with this policy and to address any training issues.

### 300.8 TRAINING

Officers will receive annual training on this policy and demonstrate their knowledge and understanding.

## *Use of Force*

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### **300.9 USE OF FORCE REPORTS-ANNUAL ANALYSIS**

In January of each year, the Chief of Police will direct that an annual analysis of Use-Of-Force incidents occurring the prior calendar year be conducted. The analysis will include the number and types of Use-Of-Force reports as required by this policy.

The Chief will review the annual analysis to determine if there are patterns or trends that could indicate training needs and/or policy modifications.



# 2020 PLANNING SCHEDULE

Item 14.

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

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

JULY 21		DD	FN	CA	Clerk 7/13	CM 7/13
ABSENCES:						
Public Hearing Legal Notice: 6/17/2020						
ITEM TYPE   TIME   TOPIC				STAFF		
<b>EXECUTIVE SESSION, 5PM</b>						
30	To discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(1)(i)					
<b>SPECIAL BUSINESS, 6PM</b>						
	Confirmed					
<b>CONSENT CALENDAR</b>						
--	AB 5725: West Mercer Way Pedestrian Crossings Bid Award			Clint Morris		
--	AB 5722: Renew Interlocal Agreement with King County for the CDBG and HOME Consortiums			Alison Van Gorp		
<b>REGULAR BUSINESS</b>						
30	AB 5729: <b>Public Hearing:</b> Town Center Moratorium			Evan Maxim & Bio Park		
30	AB 5727: YFS Foundation Donation Acceptance and YFS Fund Update			Ed Holmes & Matt Mornick		
30	AB 5717: CARES Act Coronavirus Relief Funds Grant Acceptance			Merrill Thomas-Schadt		
15	AB 5732: Adoption of Resolution No. 1584 Related to Termination of Proposed Mercer Island Commuter Parking Mix Use Project.			Jessi Bon		
15	AB 5728: Repeal of the Multifamily Housing Property Tax Exemption program (2 <sup>nd</sup> Reading and Adoption Ord. No. 20C-14)			Evan Maxim		
30	AB 5718: Automated License Plate Readers Appropriation			Jeff Magnan		
30	AB 5731: Mayors Call to Action Pledge to Address Police Use of Force Policies			Ali Spietz & Ed Holmes		

AUGUST 4		DD	FN	CA	Clerk 7/27	CM 7/27
ABSENCES: JACOBSON(?)						
ITEM TYPE   TIME   TOPIC				STAFF		
<b>CONSENT CALENDAR</b>						
--	AB xxxx: Resolution No. XXXX designating the location of all city meetings to virtual locations ( <b>Tentative</b> )			Bio Park/Deb Estrada		
--	AB xxxx: Islander Middle School Turf Interlocal Agreement			Jason Kintner		
<b>REGULAR BUSINESS</b>						
30	AB xxxx: Boards & Commissions Vacancy Appointments ( <b>Tentative</b> )			Deb Estrada		
30	AB 5720: Zayo Franchise ( <b>Tentative</b> )			Patrick Yamashita Bio Park		
30	AB xxxx: Town Center Moratorium Findings of Fact			Alison Van Gorp		
30	AB xxxx: Hold for Thrift Store & Recycling Center 30% Project Update			Jason Kintner Jessi Bon		
60	AB xxxx: Discussion on Anti-Racism and Cultural Awareness Training			Ali Spietz Jessi Bon		

**EXECUTIVE SESSION****AUGUST 18 (CANCELLED)**

Notice published MI Reporter: July 22, 2020

**SEPTEMBER 1**

ABSENCES:

DD

FN

CA

Clerk  
8/24CM  
8/24**ITEM TYPE | TIME | TOPIC****STAFF****STUDY SESSION (5:00 PM)**

60	AB xxxx: Business Needs Assessment Survey Results	Sarah Bluvas
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**SPECIAL BUSINESS****CONSENT CALENDAR****REGULAR BUSINESS**

15	AB xxxx: Interlocal Agreement with the Mercer Island School District for School Resource Officer Services	Ed Holmes
15	AB xxxx: Interlocal Agreement with the Mercer Island School District for Counseling Services	Ed Holmes & Derek Franklin
60	AB xxxx: Q2 2020 Financial Status Report and Revenue Forecast Budget Adjustments (Ord. No. 20-xx)	Matt Mornick & LaJuan Tuttle
15	AB xxxx: Zayo Franchise Second Reading (Tentative)	Patrick Yamashita, Bio Park

**EXECUTIVE SESSION****SEPTEMBER 15**

ABSENCES:

DD

FN

CA

Clerk  
9/7CM  
9/7**ITEM TYPE | TIME | TOPIC****STAFF****STUDY SESSION (5:00 PM)****SPECIAL BUSINESS****CONSENT CALENDAR****REGULAR BUSINESS**

30	AB 5730: Donations Code Amendment (Ord. 20C-15 First Reading)	Alison Van Gorp
15	AB xxxx: Permit Expiration Extension	Alison Van Gorp
30	AB 5719: PSERN Operator Interlocal Agreement	Dave Jokinen
90	AB xxxx: 2021-2022 Biennial Budget: Overview of Organizational Changes	Jessi Bon

**EXECUTIVE SESSION**

OCTOBER 6		DD	FN	CA	Clerk 9/28	CM 9/28
ABSENCES:						
ITEM TYPE   TIME   TOPIC					STAFF	
<b>STUDY SESSION (5:00PM)</b>						
30	AB xxxx: ARCH 2021 Budget (Tentative)				Alison VanGorp	
<b>SPECIAL BUSINESS</b>						
<b>CONSENT CALENDAR</b>						
<b>REGULAR BUSINESS</b>						
60	AB xxxx: Sustainability Update (Tentative)				Ross Freeman	
60	AB xxxx: Town Center Scoping/Next Steps				Alison Van Gorp	
<b>EXECUTIVE SESSION</b>						

OCTOBER 13 – SPECIAL MEETING		DD	FN	CA	Clerk 9/28	CM 9/28
ABSENCES:						
Public Hearing Notice:						
ITEM TYPE   TIME   TOPIC					STAFF	
<b>STUDY SESSION</b>						
120	AB xxxx: 2021-2022 Biennial Budget Presentation				Jessi Bon/Matt Mornick	

OCTOBER 20		DD	FN	CA	Clerk 10/12	CM 10/12
Legal Notice for Public Hearing:						
ABSENCES:						
ITEM TYPE   TIME   TOPIC					STAFF	
<b>STUDY SESSION</b>						
<b>SPECIAL BUSINESS</b>						
<b>CONSENT CALENDAR</b>						
<b>REGULAR BUSINESS</b>						
120	AB xxxx: <b>Public Hearing:</b> 2021-2022 Biennial Budget				Matt Mornick & LaJuan Tuttle	
60	AB xxxx: 2021 Comprehensive Plan / Code Amendment Preliminary Docket (tentative)				CPD Staff – TBD	
<b>EXECUTIVE SESSION</b>						

NOVEMBER 3		DD	FN	CA	Clerk 10/26	10/26
ABSENCES:						
ITEM TYPE   TIME   TOPIC					STAFF	
<b>STUDY SESSION</b>						
60	2021-2022 Biennial Budget Workshop (If Needed)					
<b>SPECIAL BUSINESS</b>						
<b>CONSENT CALENDAR</b>						
<b>REGULAR BUSINESS</b>						
30	AB xxxx: Q3 2020 Financial Status Report and Budget Adjustments (Ord. No. 20-XX)				LaJuan Tuttle	
30	AB xxxx: Construction Permit Fee Resolution				Alison Van Gorp	
<b>EXECUTIVE SESSION</b>						

NOVEMBER 17		DD	FN	CA	Clerk 11/9	CM 11/9
Legal Notice for Public Hearing: ABSENCES:						
ITEM TYPE   TIME   TOPIC					STAFF	
<b>STUDY SESSION</b>						
<b>SPECIAL BUSINESS</b>						
<b>CONSENT CALENDAR</b>						
<b>REGULAR BUSINESS</b>						
60	AB xxxx: <b>Public Hearing:</b> Adopt 2021 Property Tax Ordinances; NORCOM and Utility Rate Resolutions				Matt Mornick & LaJuan Tuttle	
<b>EXECUTIVE SESSION</b>						

DECEMBER 1		DD	FN	CA	Clerk 11/23	CM 11/23
ABSENCES: Public Hearing Notice:						
ITEM TYPE   TIME   TOPIC					STAFF	
<b>STUDY SESSION</b>						
<b>SPECIAL BUSINESS</b>						
<b>CONSENT CALENDAR</b>						

<b>REGULAR BUSINESS</b>		
30	AB xxxx: <b>Public Hearing:</b> Adoption of 2021-2022 Biennial Budget	Matt Mornick & LaJuan Tuttle
<b>EXECUTIVE SESSION</b>		

<b>DECEMBER 15</b>	<b>DD</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>	<b>CM</b>
ABSENCES:					
<b>POTENTIALLY CANCELED</b>					

**OTHER ITEMS TO BE SCHEDULED:**

- Open Space Vegetation Management Report
- Comprehensive Mobility Plan (ST Settlement)
- Stormwater Dissolved Metals Testing Report (Q3)
- Mobile Integrated Health (MIH) Overview (Q3)
- Q1 Sustainability Update (Q3)
- Local Business Eviction Protection and Rent Relief
- Open Space Conservancy Trust Board Annual Report
- Transportation Impact Fee Update