



CITY OF MERCER ISLAND

CITY COUNCIL REGULAR HYBRID MEETING

Tuesday, November 01, 2022 at 5:00 PM

MERCER ISLAND CITY COUNCIL:

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

LOCATION & CONTACT:

Mercer Island City Hall and via Zoom
9611 SE 36th Street | Mercer Island, WA 98040
206.275.7793 | www.mercerisland.gov

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

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

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

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

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

Join by Telephone at 5:00 PM (Appearances will start sometime after 5:00 PM): To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **856 8552 2646** and Password **730224** if prompted.

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

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **856 8552 2646**; Enter Password **730224**
- 4) The City Clerk will call on you by name or refer to your email address when it is your turn to speak. Please confirm that your audio works prior to participating.

Join in person at Mercer Island City Hall at 5:00 PM (Appearances will start sometime after 5:00 PM): – Council Chambers - 9611 SE 36th Street

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

MEETING AGENDA

CALL TO ORDER & ROLL CALL, 5 PM

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

STUDY SESSION

1. **AB 6156: Briefing on New Growth Management Act Housing Requirements and Implementing E2SHB 1220 – Added 10/27/22**

Recommended Action: Receive briefing. No action necessary.

CITY MANAGER REPORT

APPEARANCES

(This is the opportunity for anyone to speak to the City Council on any item. As it is election season, however, please be reminded that state law (specifically, RCW 42.17A.555) prohibits the use of City facilities for campaign-related purposes with limited exceptions. Accordingly, please do not make campaign-related comments during this time.)

CONSENT AGENDA

2. **AB 6171: October 21, 2022 Payroll Certification**

Recommended Action: Approve the October 21, 2022 Payroll Certification (Exhibit 1) in the amount of \$879,405.99 and authorize the Mayor to sign the certification on behalf of the entire City Council.

3. **Certification of Claims:**

- A. Check Register | 213449-213543 | 10/14/2022 | \$1,075,295.50
- B. Check Register | 213544-213645 | 10/21/2022 | \$806,374.99
- C. EFT Payments | September 2022 | \$2,400,181.92

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

4. **City Council Meeting Minutes of the October 18, 2022 Regular Hybrid Meeting.**

Recommended Action: Approve the minutes of the October 18, 2022 Regular Hybrid Meeting.

5. **AB 6172: Comprehensive Plan Amendment (Remove Figure TC-1) – Second Reading and Adoption of Ord. No. 22-17**

Recommended Action: Adopt Ordinance No. 22-17 amending the Comprehensive Plan.

6. **AB 6173: Shop Small Month, Proclamation No. 299**

Recommended Action: Proclaim November 2022 Shop Small Month in the City of Mercer Island.

7. **AB 6174: Luther Burbank Boiler Building Acceptance of Department of Commerce Grant**

Recommended Action: Authorize the City Manager to accept and sign the Department of Commerce Luther Burbank Boiler Building Grant contract (see Exhibit 1) in the amount of \$82,450 to fund the design of the Boiler Building Phase 1 project.

8. **AB 6175: Sunset Hwy and 77th Ave SE Improvements Bid Award**

Recommended Action:

- 1. Award Bid #22-32 to Active Construction, Inc., for the construction of the Sunset Hwy and 77th Ave SE Intersection Improvement project.
- 2. Authorize the City Manager to execute a contract with Active Construction, Inc. in an amount not to exceed \$1,181,181
- 3. Appropriate \$994,568.00 from the East Link Mitigation funds for the Sunset Hwy and 77th Ave SE Intersection Improvements project.

9. **AB 6176: Resolution No. 1634 to Apply for RCO Grant Funding for Luther Burbank Park Dock Reconfiguration Construction Project**

Recommended Action: Adopt Resolution No. 1634 authorizing staff to submit grant applications for the Luther Burbank Dock Reconfiguration Construction project.

REGULAR BUSINESS

10. AB 6178: 2023 Legislative Priorities

Recommended Action: Adopt the 2023 State Legislative Priorities.

11. AB 6177: Receive the 2023-2024 Preliminary Budget.

Recommended Action: Receive the 2023-2024 Preliminary Budget available at www.mercerisland.gov/budget and determine which budget proposals, if any, should be included in the final 2023-2024 biennial budget.

OTHER BUSINESS

12. Planning Schedule

13. Councilmember Absences & Reports

ADJOURNMENT



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6156
November 1, 2022
Study Session

AGENDA BILL INFORMATION

TITLE:	AB 6156 (Corrected November 7, 2022) : Briefing on New Growth Management Act Housing Requirements and Implementing E2SHB 1220	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Receive briefing. No action necessary.	

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, Interim Director Alison Van Gorp, Deputy Director Adam Zack, Senior Planner
COUNCIL LIAISON:	Salim Nice
EXHIBITS:	n/a
CITY COUNCIL PRIORITY:	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.

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

EXECUTIVE SUMMARY

The purpose of this agenda item is to provide an overview of the new housing requirements for the Growth Management Act under E2SHB 1220 and how they relate to the City's Comprehensive Plan Update. In addition, the City Council will be asked to provide preliminary input for a comment letter on the preferred affordable housing target allocation option being considered by the King County Growth Management Planning Council (GMPC).

- On March 1, 2022, the City Council approved [Resolution No. 1620](#) ratifying the housing and employment growth targets for the upcoming Comprehensive Plan update. The housing growth target is ~~1,369~~1,239 dwelling units by 2044. The employment growth target is 1,300 jobs by 2044.
- Subsequently the WA State Legislature adopted [Engrossed Second Substitute House Bill 1220](#) (E2SHB 1220). This bill amended the Growth Management Act (GMA) to establish new requirements for the City's Comprehensive Plan Housing Element. The City will need to address these new requirements during the update of the Comprehensive Plan currently underway.
 - A requirement established in E2SHB 1220 is that the City must adopt affordable housing unit targets and demonstrate that the Comprehensive Plan can accommodate the targets ([RCW 36.70A.070\(2\)](#)).
 - Another requirement is that the City must identify policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing ([RCW 36.70A.070\(2\)\(e\)](#)) and policies to address and begin to undo racially disparate impacts, displacement, and exclusion in housing caused by local policies, plans, and actions ([RCW 36.70A.070\(2\)\(f\)](#)).

- The Washington State Department of Commerce (Commerce) is preparing guidance for complying with the affordable housing targets and requirement to identify policies with racially disparate impacts. The guidance is expected by the end of the year.
- The King County Growth Management Planning Council (GMPC) is currently working on determining the affordable housing targets for cities in King County. The City is participating in this process.

BACKGROUND

The City is in the process of conducting a periodic update of the Comprehensive Plan. The update is required by the Growth Management Act (GMA) and must be completed by December 31, 2024. As part of the periodic update, the City is required to update the Housing Element to incorporate the new requirements established by [E2SHB 1220](#).

In addition, the City Council has an opportunity to provide preliminary input to the King County Growth Management Planning Council (GMPC) on the preferred option for affordable housing targets (see [Issue/Discussion section](#), page 7).

New GMA Requirement: Housing Needs

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

New GMA Requirement: Racially Disparate Impacts, Displacement, and Exclusion

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

Department of Commerce Guidance

The Washington State Department of Commerce (“Commerce”) was directed to analyze countywide housing needs and develop guidance to assist local jurisdictions with the implementation of the new housing element requirements. The guidance provided by Commerce will clarify the steps required to comply with the new housing element requirements established by E2SHB 1220. In other words, E2SHB 1220 tells cities what must be done, and the Commerce guidance will tell cities how to satisfy the new requirements. Commerce staff have been working to develop this guidance over the last 15 months and a final draft is expected by the end of the year.

A draft guidance document for evaluating racially disparate impacts was recently made available for review. Draft guidance for accommodating affordable housing targets is expected soon. City staff expect that the new requirements will require more extensive work on the Housing Element than initially planned. The comprehensive plan scope of work and schedule will likely need some adjustments to account for the additional work proscribed by the Commerce guidance. Staff plans to brief the City Council on changes to the scope and schedule during a Comprehensive Plan status report in early 2023.

HOUSING NEEDS

E2SHB 1220 directed Commerce to supply two types of housing need projections that jurisdictions must plan for and accommodate in updated comprehensive plans. The two housing need projections Commerce will provide to counties are:

1. By income level: 0-30%, 31-50%, 51-80%, 81-120%, and >120% of area median income (AMI), and
2. Special needs housing: emergency housing, emergency shelters, and permanent supportive housing.

The City enacted temporary amendments to respond to the special needs housing requirements by adopting [Ordinance No. 22C-14](#). Permanent amendments are expected to be adopted once Commerce has provided the need projection and guidance for satisfying the requirements. Staff expects that the City can make the necessary permanent amendments related to special needs housing before the temporary amendments adopted by Ordinance No. 22C-14 expire in March 2023. If more time is needed, the temporary amendments can be renewed.

Discussed below are the following topics regarding the new housing requirements:

- Affordable Housing Need Allocation Options
- Accommodating Affordable Housing Targets
- Moderate Density

Affordable Housing Need Allocation Options

Once Commerce developed countywide affordable housing needs, the counties must allocate affordable housing targets to the cities. In King County, the GMPC will decide on the affordable housing target allocation for cities in the County. The GMPC is a formal body, consisting of elected officials from King County, Seattle, Bellevue, other cities and towns in King County, special purpose districts, and the Port of Seattle who assist in developing a collaborative set of framework policies to guide development of each jurisdiction's comprehensive plan.

King County staff developed three options for the GMPC to consider for allocating affordable housing targets to cities in the County. The GMPC provided direction for developing affordable housing allocation options by [2021 GMPC Motion 21-1](#). The affordable housing targets will be informed by local data and the methodology and county-level affordable housing need provided by Commerce. An [Online Dashboard](#) was prepared to illustrate the three options. County staff are also developing a recommendation to the GMPC regarding the Countywide Planning Policy (CPP) amendments necessary to implement affordable housing allocations.

In a report to the GMPC dated September 28, 2022 ([see Table 2, page 5](#)), three allocation options are summarized below and will be further explained during the City Council presentation.

Option 1

- All countywide housing needs are accommodated through new housing production
- Total new units allocated to each jurisdiction is limited to their share of planned countywide housing growth
- All jurisdictions allocate the same percentage shares of their net new housing growth target by income level, including units for moderate, low, very low, and extremely low-income households
- Similar to an allocation process used in King County before the countywide planning policies (CPPs) were amended in 2012

Option 2

- Each jurisdiction should plan to provide the same percentage share of their total housing supply at each income level as needed countywide by 2044

- Allocations of need are based in part on the estimated 2020 housing supply by affordability level. Jurisdictions with less low-income housing are thus allocated higher amounts in lower AMI bands
- Allocations do not assume that all net new countywide housing needs will be met through new housing production
- Similar to the way jurisdictions were guided to project their share of countywide need in the 2021 amended CPPs

Option 3

- All countywide housing needs are accommodated through new housing production
- Total new units allocated to each jurisdiction is limited to their share of planned countywide housing growth
- All jurisdictions initially receive a total new unit allocation that is equal to their percent share of total countywide growth
- Then, uses three different weighting factors to adjust the total new unit need allocation within a jurisdiction:
 1. Percent share of housing that's currently affordable at 0-80 percent AMI
 2. Percent share of housing that's currently income restricted at 0-80 percent AMI
 3. Subregional ratio of low-wage jobs to low-wage workers
- Place different weights on each of the factors: 50% weight on share of housing that's affordable, 25% weight each on share of housing that's income-restricted, and low wage job import/export o
 - Reason for this weighting is that homes that are affordable is a more stable and place-based indicator. Workers are more likely to move than housing units are, and more renters find housing on the broader housing market that's not income restricted.
- This final allocation is then divided into different income levels by analyzing how many units currently exist in each jurisdiction at each income level, and then placing more of that jurisdiction's allocation at income levels where they have less housing than the countywide average.

The affordable housing allocation options were discussed in the Housing Needs Assessment presented to the City Council on September 6, 2022 ([AB 6107](#), page 56-57).

The three affordable housing target options in number of housing units by income segment are provided in Table 1, below. Please note, the affordable housing target options are different income-level-based distributions of the ~~1,369~~1,239-unit overall housing growth target adopted in 2021.

Table 1. Affordable Housing Target Options

Income Segment	Option 1 Target*	Option 2 Target*	Option 3 Target*
0-30% AMI	545 <u>520</u>	1,323 <u>1,288</u>	587 <u>542</u>
31-50% AMI	206 <u>194</u>	1,026 <u>1,015</u>	228 <u>200</u>
51-80% AMI	100 <u>87</u>	1,464 <u>1,459</u>	551 <u>489</u>
81-100% AMI	68 <u>58</u>	309 <u>311</u>	3 <u>1</u>
101-120% AMI	77 <u>65</u>	35 <u>25</u>	0 <u>1</u>
120+% AMI	373 <u>315</u>	(-) 2,786 <u>(-) 2,858</u>	0 <u>6</u>
Total	1,369<u>1,239</u>	1,371<u>1,240</u>	1,369<u>1,239</u>

*Targets expressed in dwelling units.

Source: King County 2022, ~~Mercer Island Housing Needs Assessment, 2022~~ [jurisdictional housing need options dashboard](#), retrieved November 1, 2022.

The affordable housing targets are broken out by income band, relative to the area median income (AMI). According to the U.S. Census Bureau, the King County AMI was \$99,158 and the Mercer Island AMI was \$150,506 in 2020. The Census Bureau AMI is not adjusted for household size. Affordable housing programs typically consider AMI by household size per U.S. Department of Housing and Urban Development (HUD)

guidelines. The Census Bureau AMI is provided for reference in Table 2, below. Table 2 shows the income ranges for each income band in King County and Mercer Island based on the U.S. Census Bureau 2020 AMI.

Table 2. Income Segments Relative to Area Median Income

Income Segment		King County AMI ¹ Range ^{2, 4}	Mercer Island AMI ¹ Range ^{3, 4}
Extremely Low	0-30% AMI	\$0 - 29,747	\$0 – 45,151
Very Low	31-50% AMI	\$30,738 – 49,579	\$46,656 – 75,253
Low	51-80% AMI	\$50,570.58 – 79,326.40	\$76,758 – 120,404.80
Moderate	81-100% AMI	\$80,317.98 – 99,158	\$121,909 – 150,506
Middle	101-120% AMI	\$100,149.58 – 118,989.60	\$152,011 – 180,607
High	120+% AMI	\$118,990 +	\$180,608 +

Notes:

1. Area Median Income (AMI).
2. King County's 2020 AMI is \$99,158 (source: U.S. Census Bureau).
3. Mercer Island's 2020 AMI is \$150,506 (source: U.S. Census Bureau).
4. AMI ranges to qualify for affordable housing vary by household size.

Accommodating Affordable Housing Targets

In addition to setting affordable housing targets, the GMA requires the City to identify sufficient capacity of land to accommodate the targets ([RCW 36.70A.070\(2\)\(c\)](#)). Commerce is preparing guidance for how cities and counties can meet this requirement. This guidance is expected to be available by the end of the year.

To some extent, the City will be able to accommodate its affordable housing targets in the available residential development capacity. The City's available residential density is determined in the [King County Urban Growth Capacity report](#) (UGC report). The UGC report breaks residential capacity into categories by density. Those different density levels will help to accommodate housing for different economic segments because higher-density development tends to be more affordable. The exact degree to which the City can accommodate its affordable housing need in its existing development capacity will be outlined in the Commerce guidance. Table 3 summarizes the City's residential capacity by density level as provided in the UGC Report.

Table 3. Mercer Island Residential Capacity by Density Level

Density Level	Assumed Densities (low/high – units/acre)	Net Capacity in Dwelling Units
High	100.6/167.8	528
Medium High	26	535
Medium Low	22.7	10
Low	4.6 / 6.1	235
Very Low	2.6 / 3.3	120
Total	-	1,429

Source: King County Urban Growth Capacity Report Adopted December 14, 2021, Ratified April 6, 2022.

Moderate Density

E2SHB 1220 enacted a new requirement that cities must include consideration of moderate density as a planning tool in urban growth areas ([RCW 36.70A.070\(2\)\(b\)](#)). Moderate density housing is typically composed of triplexes, townhomes, courtyard apartments, and cottage clusters. These housing types often bridge the gap between low-density single-family homes and higher-density midrise apartment buildings. Moderate density can be combined with other planning tools such as multifamily tax exemption, height bonuses, and incentives to accommodate the projected housing need. In addition to considering policies for moderate density, cities are required to identify capacity for moderate density housing ([RCW 36.70A.070\(2\)\(c\)](#)). The

guidance from Commerce will outline how cities can demonstrate moderate density capacity and to what extent moderate density must be considered in housing policies.

Under current zoning in Mercer Island, moderate density housing types are only allowed in multifamily and mixed-use zones. Multifamily and mixed-use zones also allow higher-density housing such as midrise apartment buildings. Minimum lot sizes and land use regulations in single-family zones preclude siting moderate density housing types such as duplexes, triplexes, and townhomes in single-family zones ([Chapter 19.02](#) Mercer Island City Code (MICC)). Accessory dwelling units are allowed in single-family zones, allowing some moderate density housing options.

Single-family residential zones range in density from 2.9 dwelling units per acre (15,000 square foot minimum lot size) to 5.2 dwelling units per acre (8,400 square foot minimum lot size) ([MICC 19.02.020](#)). In multifamily zones, the maximum density ranges from 26 dwelling units per acre (MF-2 zone) to 38 dwelling units per acre (MF-3 zone) ([MICC 19.03.010](#)). The largest mixed-use area, Town Center, does not have a maximum density but the density in this zone is limited to approximately 100 dwelling units per acre by the other design requirements. There are no zones in the City with a maximum density between 5.2 dwellings per acre and 26 dwellings per acre.

The Commerce guidance for E2SHB 1220 is expected to include direction for how the City must evaluate housing policies regarding moderate density housing and the requirements of RCW 36.70A.070(2)(b) and (c). That guidance, in conjunction with the affordable housing targets and racially disparate impacts evaluation, will likely require more extensive work on the Housing Element than initially planned in the Comprehensive Plan update scope of work. Staff will include moderate density planning requirements when preparing updates to the scope of work.

RACIALLY DISPARATE IMPACTS, DISPLACEMENT, AND EXCLUSION

During the Comprehensive Plan update, the City is required to identify policies that result in racially disparate impacts, displacement, and exclusion in housing ([RCW 36.70A.070\(2\)\(e\)-\(h\)](#)). Commerce has released draft guidance for meeting this requirement (see link under 'Further Reading' below). The draft guidance defines racially disparate impacts as "When policies, practices, rules or other systems result in a disproportionate impact on one or more racial groups." The draft guidance defines displacement as, "The process by which a household is forced to move from its community because of conditions beyond their control."

- Physical displacement: Households are directly forced to move for reasons such as eviction, foreclosure, natural disaster, or deterioration in housing quality.
- Economic displacement: Households are compelled to move by rising rents or costs of home ownership like property taxes.
- Cultural displacement: Residents are compelled to move because the people and institutions that make up their cultural community have left the area."

Finally, the draft guidance defines exclusion in housing as, "The act or effect of shutting or keeping certain populations out of housing within a specified area, in a manner that may be intentional or unintentional, but which leads to non-inclusive impacts."

In addition to identifying policies with racially disparate impacts, displacement, and exclusion in housing, E2SHB 1220 requires the City to adopt amendments to begin to undo those impacts during the Comprehensive Plan update. The draft guidance provides a framework for evaluating policies, including steps to objectively identify potential impacts. The draft Commerce guidance indicates that the requirement to identify and respond to racially disparate impacts will involve some additional research work not originally included in the Comprehensive Plan update scope of work.

COMPREHENSIVE PLAN PERIODIC UPDATE: ADJUSTED SCHEDULE

Staff is in the process of scoping the new GMA requirements to incorporate them into the Comprehensive Plan update schedule. This additional work is expected to push back the Comprehensive Plan update adoption by several months and possibly to the end of 2024. The Comprehensive Plan update should still be adopted prior to the December 31, 2024, deadline due to the flexibility built into the project schedule when it was adopted.

As a reminder, the approved Comprehensive Plan update scope of work anticipated adoption of the update in April 2024, which was two months before the original due date of June 30, 2024. In 2022, the state pushed back the Comprehensive Plan periodic review due date for cities in King County to December 31, 2024 ([E2SHB 1241](#)). The revised deadline will ensure that the Comprehensive Plan update is adopted prior to the GMA deadline. Staff plans to brief the City Council on potential scope and schedule changes in early 2023.

FURTHER READING

- [RCW 36.70A.070 Mandatory Elements](#)
- [E2SHB 1220 Final Bill Report \(WA Legislature\)](#)
- [2021 Legislative Changes to the Housing Laws \(Commerce\)](#)
- [Draft Racially Disparate Impacts Guidance \(Commerce\)](#)
- July 27 GMPC Meeting Materials:
 - [July 27, 2022, Report on Affordable Housing Targets](#)
 - [July 27, 2022, County Staff Presentation](#)
 - [July 27, 2022, GMPC Meeting Video](#)
- September 28 GMPC Meeting Materials:
 - [September 28, 2022, Report on Affordable Housing Targets](#)
 - [September 28, 2022, County Staff Affordable Housing Targets Presentation](#)
 - [September 28, 2022, Report on Racially Disparate Impacts](#)
 - [September 28, 2022, Racially Disparate Impacts County Staff Presentation](#)
 - [September 28, 2022, GMPC Meeting Video](#)

ISSUE/DISCUSSION

King County staff and the Growth Management Planning Council (GMPC) are working on establishing affordable housing targets for cities in the County. The GMPC discussed the topic at their [July 27 and September 28 meetings](#).

King County is currently accepting comments on the three proposed allocation options for affordable housing targets ([Table 1, page 4](#)). The GMPC will review the comments received at its November 30 meeting.

In advance of this GMPC meeting, City staff will prepare a draft comment letter for City Council review at its November 15 regular meeting. To assist with the preparation of this draft comment letter, staff are seeking preliminary Council input, specifically on the following points:

1. Affordable Housing Target Options:
 - **Option 1 is Mercer Island's preferred allocation method.** This method is the most attainable and is the most consistent with market realities. Option 1 sets a reasonable expectation that cities will plan for housing affordable to households with income below the median income while leaving room for cities to continue to plan for housing households above the median income the housing.
 - **Option 3 is Mercer Island's second choice in allocation methods.** This option is consistent with the established housing growth target. The higher unit targets for the lower-income brackets are ambitious but attainable.

- **Option 2 is not recommended for Mercer Island.** Option 2 appears to assume that existing market-rate units would be replaced by below-market-rate units at a significant rate. The replacement of market-rate units with below-market-rate units as envisioned in Option 2 is beyond what local governments can achieve with the tools and resources available.
2. All guidance for the implementation of E2SHB 1220 should be clear, concise, measurable, and achievable. As the County updates the expectations and requirements for compliance, it should be tethered to the realities facing cities in King County. When establishing updated requirements, the County should acknowledge that many smaller cities have limited resources.
 3. King County should advocate for additional resources from the state to implement and accomplish all components of E2SHB 1220. By setting affordable housing targets, local jurisdictions will become policy laboratories. This housing policy research and development should be adequately supported by the state to ensure it is productive.

NEXT STEPS

On November 15 the City Council will consider a draft comment letter to the GMPC regarding E2SHB 1220 implementation in advance of the GMPC meeting on November 30.

In Q1 2023, staff will brief the City Council on updates from Commerce and GMPC, including any guidance implementation received and/or affordable housing targets issued. Staff will also present any necessary amendments for City Council consideration to the approved scope of work, master schedule and public participation plan for the 2024 Comprehensive Plan periodic update.

RECOMMENDED ACTION

Receive briefing. No action necessary.



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6171
November 1, 2022
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6171: October 21, 2022 Payroll Certification	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Approve the October 21, 2022 Payroll Certification in the amount of \$879,405.99.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Human Resources
STAFF:	Nicole Vannatter, Sr. Payroll Analyst
COUNCIL LIAISON:	n/a
EXHIBITS:	1. October 21, 2022 Payroll Certification 2. FTE/LTE Counts
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

This is an approval of the payroll certification for the City of Mercer Island for the period from October 1, 2022 through October 14, 2022 in the amount of \$879,405.99. (see Exhibit 1).

BACKGROUND

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

ISSUE/DISCUSSION

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

Additional payments:

- \$9,999.00 in leave cash outs for current employees.
- \$426.44 in service and recognition awards.
- \$71,277.90 in overtime earnings (see chart for overtime hours by department).

Overtime hours by department:

Department	Hours
Administrative Services	
City Attorney's Office	
City Manager's Office	
Community Planning & Development	
Finance	
Fire	705.25
Municipal Court	
Police	190.00
Public Works	34.00
Thrift Shop	
Youth & Family Services	
Total Overtime Hours	929.25

FTE/LTE COUNTS

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

Casual Labor

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

Thrift Shop Recovery and Staffing

The 2021-2022 Thrift Shop Budget does not include an FTE/LTE headcount, with the exception of two 0.5 FTEs in 2021 and 2.0 FTEs in 2022. This is because the Thrift Shop is recovering operations that were impacted by the Pandemic and the staff positions were not known at the time the budget was adopted. Although the positions were not identified in the budget, resources were set aside to staff the Thrift Shop and that is accomplished using FTEs, LTEs, and seasonal staff. For example, the staffing budget (salaries and benefits) for 2022 is \$1,034,422 and currently funds 2.0 FTEs, 8.0 LTEs, and seasonal staff.

The table in Exhibit 2 reflects the LTE headcount of employees currently working at the Thrift Shop. Seasonal staff are not included in the head count. As Thrift Shop recovery work continues, it is anticipated that the 2023-2024 budget will once again include an FTE/LTE headcount, similar to what is currently done in other departments.

RECOMMENDED ACTION

Approve the October 21, 2022 Payroll Certification (Exhibit 1) in the amount of \$879,405.99 and authorize the Mayor to sign the certification on behalf of the entire City Council.

CITY OF MERCER ISLAND PAYROLL CERTIFICATION

Item 2.

PAYROLL PERIOD ENDING **10.14.22**
PAYROLL DATED **10.21.22**

Net Cash	\$ 593,253.44
Net Voids/Manuals	\$ -
Net Total	\$ 593,253.44
Federal Tax Deposit	\$ 98,032.01
Social Security and Medicare Taxes	\$ 50,277.85
Medicare Taxes Only (Fire Fighter Employees)	\$ 2,600.13
State Tax (Oregon, Massachusetts and North Carolina)	\$ 123.66
Family/Medical Leave Tax (Massachusetts)	\$ 6.86
Public Employees' Retirement System (PERS Plan 2)	\$ 25,117.85
Public Employees' Retirement System (PERS Plan 3)	\$ 7,527.89
Public Employees' Retirement System (PERSJM)	\$ 553.96
Public Safety Employees' Retirement System (PSERS)	\$ 216.74
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	\$ 29,720.38
Regence & LEOFF Trust Medical Insurance Deductions	\$ 12,537.28
Domestic Partner Medical Insurance Deductions	\$ 1,567.34
Kaiser Medical Insurance Deductions	\$ 948.37
Health Care - Flexible Spending Account Contributions	\$ 1,580.95
Dependent Care - Flexible Spending Account Contributions	\$ 1,224.71
ICMA Roth IRA Contributions	\$ 519.23
ICMA 457 Deferred Compensation Contributions	\$ 27,673.21
Fire Nationwide 457 Deferred Compensation Contributions	\$ 7,144.69
Fire Nationwide Roth IRA Contributions	\$ 1,125.00
ICMA 401K Deferred Compensation Contributions	\$ -
Garnishments (Chapter 13)	\$ 1,455.88
Child Support Wage Garnishment	\$ 706.03
Mercer Island Employee Association Dues	\$ 210.00
AFSCME Union Dues	\$ 2,588.60
Police Union Dues	\$ 2,599.12
Fire Union Dues	\$ 2,099.79
Fire Union Supplemental Dues	\$ 150.00
Standard - Supplemental Life Insurance	\$ 386.90
Unum - Long Term Care Insurance	\$ 1,018.65
AFLAC - Supplemental Insurance Plans	\$ 238.52
Coffee Club Dues	\$ 140.00
Transportation - Flexible Spending Account Contributions	\$ 62.50
Fire HRA-VEBA Contributions	\$ 5,996.74
Miscellaneous	\$ -
GET	\$ -
Oregon Transit Tax and Oregon Benefit Tax	\$ 1.71
Tax & Benefit Obligations Total	\$ 286,152.55

TOTAL GROSS PAYROLL	\$ 879,405.99
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.



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

FTE AND LTE COUNTS AS OF 10/14/2022

Full Time Equivalents (FTEs)	2022 Budgeted	2022 Actual
Administrative Services	13.50	13.50
City Attorney's Office	2.00	2.00
City Manager's Office	4.00	4.00
Community Planning & Development ³	17.50	17.50
Finance ⁹	9.00	8.00
Fire	32.00	27.50
Municipal Court	3.30	3.10
Police ¹	37.50	37.50
Public Works ¹⁰	62.80	57.80
Recreation ⁶	10.25	10.00
Thrift Shop ⁷	2.00	2.00
Youth & Family Services ²	11.43	11.43
Total FTEs	205.28	194.33
Limited Term Equivalents (LTEs)	2022 Budgeted	2022 Actual
Administrative Services ⁴	1.00	0.00
City Manager's Office ⁸	1.00	1.00
Community Planning & Development ³	1.50	0.50
Finance ¹¹		1.00
Thrift Shop	*	8.50
Youth & Family Services ¹²	2.43	1.60
Total LTEs	5.93	12.60
Total FTEs & LTEs	211.21	206.93

Footnotes:

- ¹ 5/18/2021: Authorized hire ahead of two officers 2.0 FTE [AB 5874](#)
- ² 1/5/2021: Authorized increase of 1.37 FTE in YFS [AB 5795](#)
- ³ 9/21/2021: Authorized increase of 2.0 FTE and 0.5 LTE in CPD [AB 5942](#)
- ⁴ 9/21/2021: Authorized increase of 1.0 LTE in Admin Services – HR [AB 5942](#)
- ⁵ 10/19/2021: Authorized increase of 0.5 FTE in City Manager's Office [AB 5961](#)
- ⁶ 11/1/2021: Authorized restoration of 9.5 FTE in PW – Recreation [AB 5954](#)
- ⁷ 12/7/2021: Authorized increase of 1.0 FTE in Thrift Shop [AB 5992](#)
- ⁸ 12/7/2021: Authorized increase of 1.0 LTE in City Manager's Office [AB 5992](#)
- ⁹ 3/1/2022: Authorized increase of 1.0 FTE in Finance [AB 6031](#)
- ¹⁰ 4/19/2022: Authorized 1.0 FTE hire ahead for Utilities Engineer and increase of 0.5 FTE for Stormwater Quality Technician [AB 6051](#)
- ¹¹ 6/21/2022: 1.0 LTE hired instead of 1.0 FTE
- ¹² 7/5/2022: Authorized 1.0 FTE hire ahead for Middle School Counselor [AB 6106](#)
- * See note in AB 6072 re Thrift Shop staffing [AB 6072](#)

FTE Vacancies:

1.0 CIP Project Manager	2.0 Firefighter
0.5 Customer Service Representative	2.0 Parks Maintenance Team Member
1.0 Deputy Fire Chief (contracted out)	0.25 Recreation Assistant (0.25 FTE)
1.0 Financial Analyst	1.0 Utilities Engineer (Hire Ahead)
1.0 Fire Chief (contracted out)	1.0 Utilities Team Member

LTE Vacancies:

1.0 Economic Development Coord.	0.83 Middle School Counselor
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Notes:

Current Judge is 0.2 FTE less than budgeted

Casual Labor (temporary and seasonal employees) are not included in the counts.

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	213449-213543	10/14/2022	\$1,075,295.50
			\$1,075,295.50

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
Org Key: 402000 - Water Fund-Admin Key				
P0115883	00213476	SEATTLE PUBLIC UTILITIES	SEPT 2022 SPU CHARGE FOR RETAI	8,569.00
P0115871	00213462	FERGUSON ENTERPRISES LLC	INVENTORY PURCHASES	3,859.95
P0115846	00213481	WALTER E NELSON CO	INVENTORY PURCHASES	2,616.88
P0115864	00213465	H D FOWLER	INVENTORY PURCHASES	2,216.82
P0115649	00213478	TRAFFIC SAFETY SUPPLY	INVENTORY PURCHASES	1,303.48
P0115859	00213466	HOME DEPOT CREDIT SERVICE	INVENTORY PURCHASES	383.94
P0115914	00213499	GRAINGER	INVENTORY PURCHASES	376.73
	00213511	KUHNS-MOUNT, MICHELLE	REFUND OVERPAY 00900572904	308.48
P0115928	00213543	ZEP SALES & SERVICE	INVENTORY PURCHASES	352.29
Org Key: AS1100 - Administrative Services				
	00213457	Amazon Capital Services Inc	Admin Services-IGS	293.97
P0115972	00213540	VERIZON WIRELESS	VERIZON AUG 24- SEPT 23	171.37
Org Key: CA1100 - Administration (CA)				
	00213457	Amazon Capital Services Inc	Admin Services-IGS	260.38
	00213457	Amazon Capital Services Inc	Admin Services-IGS	232.78
P0115970	00213540	VERIZON WIRELESS	VERIZON AUG 24- SEPT 23 SWAN	47.12
Org Key: CM1100 - Administration (CM)				
	00213457	Amazon Capital Services Inc	Admin Services-IGS	260.38
	00213457	Amazon Capital Services Inc	Admin Services-IGS	260.38
	00213457	Amazon Capital Services Inc	City Manager	60.54
P0115971	00213540	VERIZON WIRELESS	VERIZON AUG 24- SEPT 23 NICOLE	42.12
	00213457	Amazon Capital Services Inc	City Manager	33.01
Org Key: CO6100 - City Council				
	00213457	Amazon Capital Services Inc	Admin Services-IGS	72.67
Org Key: CR1100 - Human Resources				
	00213457	Amazon Capital Services Inc	Admin Services-IGS	520.76
P0115950	00213528	PUBLIC SAFETY TESTING INC	Q3 2022 Subscription for fire	386.00
	00213457	Amazon Capital Services Inc	Admin Services	198.17
	00213457	Amazon Capital Services Inc	Admin Services	191.12
	00213457	Amazon Capital Services Inc	Admin Services-HR	72.65
	00213457	Amazon Capital Services Inc	Admin Services	51.81
P0115972	00213540	VERIZON WIRELESS	VERIZON AUG 24- SEPT 23 MERSIH	42.12
	00213457	Amazon Capital Services Inc	Admin Services	17.60
	00213457	Amazon Capital Services Inc	Admin Services-HR	3.18
Org Key: CT1100 - Municipal Court				
P0115877	00213468	INTERCOM LANGUAGE SERVICES INC	Intercom - invoice #22-426	420.00
P0115942	00213542	WOO, RISA	Pro Tem Judge- 10/10/22 - 4 hr	200.00
P0115876	00213470	LANGUAGE LINE SERVICES	Language Line - invoice 106388	61.64
P0115969	00213540	VERIZON WIRELESS	VERIZON AUG 24- SEPT 23 GREGOR	42.12
	00213457	Amazon Capital Services Inc	Municipal Court	16.17
Org Key: DS0000 - Development Services-Revenue				
	00213489	CARA VETERINARY SUPPORT	OVERPAYMENT	300.00
	00213527	PREMIUM HOMES OF MI	OVERPAYMENT	150.00
	00213486	AS YOU WISH ELECTRIC	DUPLICATE	141.60

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00213497	ENERGY FLOW ELECTRIC INC	DUPLICATE	141.60
	00213505	HUNTS PLUMBING AND MECH LLC	DUPLICATE	141.60
	00213525	PARIS PLUMBING & HEATING INC.	DUPLICATE	141.60
	00213536	TUGHAN ELECTRIC	DUPLICATE	141.60
	00213538	UNITED SYSTEMS MECHANICAL	OVERPAYMENT	75.00
Org Key: DS1100 - Administration (DS)				
	00213457	Amazon Capital Services Inc	CPD	171.86
	00213457	Amazon Capital Services Inc	CPD	82.56
	00213457	Amazon Capital Services Inc	CPD	47.99
P0115879	00213480	VERIZON WIRELESS	AUG 24-SEPT 23,2022 CITY CELL	-5.77
Org Key: FN1100 - Administration (FN)				
	00213457	Amazon Capital Services Inc	Finance	88.04
	00213457	Amazon Capital Services Inc	Finance	50.69
	00213457	Amazon Capital Services Inc	Finance	50.69
P0115879	00213480	VERIZON WIRELESS	AUG 24-SEPT 23,2022 CITY CELL	47.12
P0115879	00213480	VERIZON WIRELESS	AUG 24-SEPT 23,2022 CITY CELL	42.12
P0115879	00213480	VERIZON WIRELESS	AUG 24-SEPT 23,2022 CITY CELL	42.12
Org Key: FN2100 - Data Processing				
P0115955	00213514	METROPRESORT	E-SERVICCE PORTAL ADMIN	75.00
Org Key: FN4501 - Utility Billing (Water)				
P0115955	00213514	METROPRESORT	SEPT 2022 PRINTING & MAILING O	97.69
P0115955	00213514	METROPRESORT	SEPT 2022 PRINTING & MAILING O	81.37
P0115879	00213480	VERIZON WIRELESS	AUG 24-SEPT 23,2022 CITY CELL	47.12
P0115879	00213480	VERIZON WIRELESS	AUG 24-SEPT 23,2022 CITY CELL	42.12
Org Key: FN4502 - Utility Billing (Sewer)				
P0115955	00213514	METROPRESORT	SEPT 2022 PRINTING & MAILING O	97.69
P0115955	00213514	METROPRESORT	SEPT 2022 PRINTING & MAILING O	81.37
Org Key: FN4503 - Utility Billing (Storm)				
P0115955	00213514	METROPRESORT	SEPT 2022 PRINTING & MAILING O	97.69
P0115955	00213514	METROPRESORT	SEPT 2022 PRINTING & MAILING O	81.36
Org Key: FR1100 - Administration (FR)				
	00213457	Amazon Capital Services Inc	Fire	330.28
	00213457	Amazon Capital Services Inc	Fire	164.72
	00213457	Amazon Capital Services Inc	Fire	92.48
	00213457	Amazon Capital Services Inc	Fire	30.46
Org Key: FR2100 - Fire Operations				
P0115903	00213494	COMCAST	COMCAST OCTOBER 2022	1,216.50
P0115949	00213503	HEALTHFORCE PARTNERS INC	scba respirator clearance	125.00
P0115904	00213493	COMCAST	MI FIRE STATION	113.87
P0115904	00213493	COMCAST	MI FIRE STATION	93.92
P0115904	00213493	COMCAST	MI FIRE STATION	62.41
Org Key: FR2105 - Fire Mobile Integrated Health				
	00213457	Amazon Capital Services Inc	Admin Services-IGS	520.76
	00213457	Amazon Capital Services Inc	Admin Services-IGS	232.78

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
Org Key: FR2400 - Fire Suppression				
P0115945	00213512	LN CURTIS & SONS	Tech Rescue Supplies	4,422.11
P0115948	00213515	MI HARDWARE - FIRE	Stapler supplier	87.43
Org Key: FR5100 - Community Risk Reduction				
	00213457	Amazon Capital Services Inc	Admin Services-IGS	418.37
	00213457	Amazon Capital Services Inc	Admin Services-IGS	418.37
Org Key: GB0101 - HVAC Repairs				
P0115583	00213463	FIREHOSE DIRECT	RED 1-1/2" X 50' NON-COLLAPSIB	559.67
P0115583	00213463	FIREHOSE DIRECT	ALUMINUM 1-1/2" PISTOL GRIP RE	447.66
P0115859	00213466	HOME DEPOT CREDIT SERVICE	50 GALLON RESIN DECK BOX	153.04
P0115583	00213463	FIREHOSE DIRECT	1-1/2" SUPPLY HOSE	110.10
P0115583	00213463	FIREHOSE DIRECT	BRASS 1-1/2" NH TO 1-1/2" NPT	37.54
Org Key: GE0107 - Fleet Replacements				
P0115912	00213498	FINANCIAL CONSULTANTS INT'L	FL-0533 CUSTOM POLICE UPDATES	17,456.36
Org Key: GGM001 - General Government-Misc				
P0115903	00213494	COMCAST	COMCAST OCTOBER 2022	2,507.10
P0115936	00213475	POT O' GOLD INC	COVID SANITATION/MAINTENANCE/C	704.62
P0115929	00213475	POT O' GOLD INC	COFFEE STATION	199.94
P0115904	00213493	COMCAST	CITY OF MI	111.46
P0115904	00213493	COMCAST	MI CITY HALL	11.41
Org Key: GGM004 - Gen Govt-Office Support				
	00213457	Amazon Capital Services Inc	Admin Services-Customer Servic	67.13
	00213457	Amazon Capital Services Inc	Admin Services-Customer Servic	20.36
	00213457	Amazon Capital Services Inc	Admin Services-Customer Servic	17.60
	00213457	Amazon Capital Services Inc	Admin Services	17.54
	00213457	Amazon Capital Services Inc	Admin Services-Customer Servic	14.96
Org Key: GT0104 - Mobile Asset Data Collection				
P0115960	00213506	IMS INFRASTRUCTURE MANGT SRVS	PROFESSIONAL SERVICES INV#5052	18,447.25
Org Key: GT0108 - Technology Equipment Replaceme				
	00213457	Amazon Capital Services Inc	Admin Services-IGS	1,273.08
	00213457	Amazon Capital Services Inc	Admin Services-IGS	1,255.10
	00213457	Amazon Capital Services Inc	Admin Services-IGS	182.61
P0115327	00213450	ALL PHASE COMM LLC	Wall Mounts for Phones	137.63
	00213457	Amazon Capital Services Inc	Admin Services-IGS	88.04
Org Key: IS2100 - IGS Network Administration				
P0115077	00213460	CDW GOVERNMENT INC	PureStorage Annual Renewal and	3,369.74
P0113518	00213509	KING COUNTY FINANCE	I-NET MONTHLY SERVICES FROM	1,492.00
P0115888	00213480	VERIZON WIRELESS	AUG 24-SEPT 23, 2022 GIS/IT CI	218.49
	00213457	Amazon Capital Services Inc	Admin Services-IGS	6.45
Org Key: MT2100 - Roadway Maintenance				
P0115938	00213520	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	701.66
P0115868	00213478	TRAFFIC SAFETY SUPPLY	STREET SIGNS	146.53
P0115922	00213518	MI HARDWARE - ROW	MISC. HARDWARE FOR THE MONTH O	112.12
P0115879	00213480	VERIZON WIRELESS	AUG 24-SEPT 23,2022 CITY CELL	40.01

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0115859	00213466	HOME DEPOT CREDIT SERVICE	WATER WAND & FLEX CONNECT	32.99
P0115923	00213519	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	14.46
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	5.18
<i>Org Key: MT2200 - Vegetation Maintenance</i>				
P0115944	00213532	SKAGIT HORTICULTURE LLC	MISC. PLANTS	3,865.46
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	5.18
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P0115938	00213520	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	1,808.68
<i>Org Key: MT3100 - Water Distribution</i>				
P0115911	00213499	GRAINGER	PIPE FREEZING UNIT: 1/2" TO 2-	5,136.30
P0115938	00213520	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	1,984.68
P0115934	00213537	UNITED RENTALS NORTH AMERICA	BOOM 40'-50' ARTICULATING	2,067.08
P0115925	00213499	GRAINGER	CORDLESS RECIPROCATING SAW &	588.74
P0115957	00213499	GRAINGER	3/8" SHORT FLARE NUT	561.96
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	5.18
P0115957	00213499	GRAINGER	CREDIT-RETURNED 3/8" FLARE NUT	-505.48
<i>Org Key: MT3150 - Water Quality Event</i>				
P0113637	00213458	AQUATIC INFORMATICS INC.	TokaySQL Upgrade PER QUOTE 000	9,000.00
P0113357	00213483	AM TEST INC	2022 WATER QUALITY SAMPLES	300.00
P0115954	00213485	AQUATIC INFORMATICS INC.	2022 CROSS CONNECTION WEB TEST	225.00
P0115939	00213501	HACH COMPANY	SINGLET COMBO, PH 4.01 & 7.0,	56.04
<i>Org Key: MT3200 - Water Pumps</i>				
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	4.44
<i>Org Key: MT3300 - Water Associated Costs</i>				
P0115644	00213477	SYBIS	SOFTWARE TRAINING FOR CYBERLOC	578.02
P0115873	00213523	OCCUPATIONAL HEALTH CTRS OF WA	INVOICE 75590571 DOT PHYS	524.00
<i>Org Key: MT3400 - Sewer Collection</i>				
P0115938	00213520	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	1,313.53
P0115923	00213519	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	7.52
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	5.18
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0115861	00213479	UNITED RENTALS NORTH AMERICA	GANTRY CRANE RENTAL	1,310.54
P0115848	00213477	SYBIS	CYRUS CYBERLOCKS	412.88
P0115913	00213499	GRAINGER	PIPE PLUG: 10" NOMINAL SIZE	279.04
P0115872	00213465	H D FOWLER	METAL CUT-OFF WHEELS	27.94
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	5.18
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P0115644	00213477	SYBIS	SOFTWARE TRAINING FOR CYBERLOC	578.03
	00213457	Amazon Capital Services Inc	Public Works	46.15
<i>Org Key: MT3800 - Storm Drainage</i>				
P0115933	00213537	UNITED RENTALS NORTH AMERICA	MINI EXCAVATOR RENTAL	2,087.55
P0115927	00213524	PACIFIC TOPSOIL INC.	DUMPING FEES	781.20
P0115964	00213483	AM TEST INC	OIL AND GREASE ANALYSIS	110.00
P0115938	00213520	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	88.24

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0115926	00213499	GRAINGER	GARDEN HOSE HANGER	63.40
P0115865	00213464	GRAINGER	2-1/2" X 1-1/2" FEMALE X MALE	55.43
P0115872	00213465	H D FOWLER	METAL CUT-OFF WHEELS	27.95
P0115923	00213519	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	21.33
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	5.18
Org Key: MT4150 - Support Services - Clearing				
P0115930	00213492	CINTAS CORPORATION #460	2022 PW COVERALL SERVICE	2,138.56
	00213457	Amazon Capital Services Inc	Public Works	296.17
P0115899	00213539	UTILITIES UNDERGROUND LOCATION	2022 UTILITY LOCATES	230.91
P0115904	00213493	COMCAST	CITY OF MI	86.41
P0115951	00213495	CRYSTAL AND SIERRA SPRINGS	PW WATER DELIVERY	82.90
	00213457	Amazon Capital Services Inc	Public Works	44.03
	00213457	Amazon Capital Services Inc	Public Works	34.17
	00213457	Amazon Capital Services Inc	Public Works	25.31
	00213457	Amazon Capital Services Inc	Public Works	13.86
Org Key: MT4200 - Building Services				
P0115938	00213520	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	32,451.01
	00213457	Amazon Capital Services Inc	Public Works - Support Service	228.90
	00213457	Amazon Capital Services Inc	Public Works - Support Service	153.40
	00213457	Amazon Capital Services Inc	Public Works - Support Service	128.80
	00213457	Amazon Capital Services Inc	Public Works - Support Service	107.68
P0115919	00213504	HOME DEPOT CREDIT SERVICE	KITCHEN FAUCET & BLADES	105.11
	00213457	Amazon Capital Services Inc	Public Works - Support Service	88.04
	00213457	Amazon Capital Services Inc	Public Works - Support Service	65.92
	00213457	Amazon Capital Services Inc	Public Works - Support Service	64.92
P0115961	00213504	HOME DEPOT CREDIT SERVICE	PAINT, ROLLERS & TRAY	66.72
	00213457	Amazon Capital Services Inc	Public Works - Support Service	44.56
	00213457	Amazon Capital Services Inc	Public Works - Support Service	44.03
	00213457	Amazon Capital Services Inc	Public Works - Support Service	33.02
	00213457	Amazon Capital Services Inc	Public Works - Support Service	12.12
	00213457	Amazon Capital Services Inc	Public Works - Support Service	10.79
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	4.44
Org Key: MT4300 - Fleet Services				
P0115943	00213529	RHOMAR INDUSTRIES INC	LUBRA-SEAL, NEUTRO-WASH &	1,946.51
P0115898	00213484	AMERIGAS-1400	2022 PROPANE DELIVERY	1,645.77
P0115862	00213473	NELSON PETROLEUM	2022 DIESEL DELIVERY	1,361.14
P0115931	00213522	NAPA AUTO PARTS	REPAIR PARTS	1,223.84
P0115655	00213488	CALIBER - BELLEVUE	BODY REPAIR FOR FL-0487	1,095.05
P0115875	00213459	AUTONATION INC	FLEET PARTS	1,081.27
P0115915	00213504	HOME DEPOT CREDIT SERVICE	SATIN BLACK SPRAY PAINT	15.37
P0115866	00213464	GRAINGER	2032 BATTERY (5 PK)	7.67
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	4.44
Org Key: MT4501 - Water Administration				
P0115885	00213476	SEATTLE PUBLIC UTILITIES	AUG 2022 WATER PURCHASE	407,316.20
Org Key: MT6100 - Park Maintenance				
P0115878	00213472	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	10,010.50
P0115901	00213534	SOREANO'S PLUMBING INC	REMOVED OLD URINAL AND VALVE	743.18

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P0115932	00213508	ISSAQUAH HONDA KUBOTA	SAW CHAINS & TRIMMER LINE	630.56
P0115930	00213492	CINTAS CORPORATION #460	PARKS 2022 COVERALL SERVICE	101.40
P0115826	00213466	HOME DEPOT CREDIT SERVICE	PLYWOOD & FLEX TAPE	66.56
P0115869	00213478	TRAFFIC SAFETY SUPPLY	"GROVELAND BEACH PARK" SIGN	68.15
P0115924	00213516	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	36.85
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	5.18
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
P0115878	00213472	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	11,459.46
P0115863	00213465	H D FOWLER	DBR/Y DIRECT BURIAL-BULK & 200	477.94
P0115924	00213516	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	18.87
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	5.18
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
P0115878	00213472	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	5,460.72
	00213457	Amazon Capital Services Inc	Public Works - Support Service	173.07
	00213457	Amazon Capital Services Inc	Public Works - Support Service	44.03
	00213457	Amazon Capital Services Inc	Public Works - Support Service	44.03
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	5.18
<i>Org Key: MT6600 - Park Maint School Fields</i>				
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	4.44
<i>Org Key: MT6800 - Trails Maintenance</i>				
P0115921	00213517	MI HARDWARE - P&R	MISC. HARDWARE FOR THE MONTH O	45.53
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	4.44
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0115878	00213472	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	78,129.89
P0115806	00213526	PRECISION CONCRETE CUTTING	CONCRETE CUTTING	5,782.05
P0115908	00213541	WAVE ELECTRICAL LLC	AUBREY DAVIS PARK- PICNIC SHEL	979.89
P0115924	00213516	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	136.49
P0115858	00213467	IBS INC	MISC. HARDWARE (WAREHOUSE)	5.14
<i>Org Key: PA0101 - Recurring Parks Minor Capital</i>				
P0115806	00213526	PRECISION CONCRETE CUTTING	CONCRETE CUTTING	8,455.51
<i>Org Key: PA0123 - Luther Burbank Minor Capital L</i>				
P0115806	00213526	PRECISION CONCRETE CUTTING	CONCRETE CUTTING	2,036.14
<i>Org Key: PA0125 - Mercerdale Playground Improvem</i>				
P0115093	00213535	TOURNESOL SITEWORKS	METAL PARK BENCH FOR	2,350.64
<i>Org Key: PA0133 - MICEC Tech & Equipment Replace</i>				
	00213457	Amazon Capital Services Inc	Admin Services-IGS	605.54
<i>Org Key: PA0137 - Aubrey Davis Picnic Shelter Ro</i>				
P0115909	00213535	TOURNESOL SITEWORKS	TRANSIT COLLECTION TABLE/BENCH	8,962.70
<i>Org Key: PO1100 - Administration (PO)</i>				
	00213457	Amazon Capital Services Inc	Admin Services-IGS	505.36
	00213457	Amazon Capital Services Inc	Police-P&T	154.11
	00213457	Amazon Capital Services Inc	Police-P&T	99.06
<i>Org Key: PO1350 - Police Emergency Management</i>				

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P0115940	00213533	SKYLINE COMMUNICATIONS INC	OCT 2022 EOC INTERNET	216.55
<i>Org Key: PO2100 - Patrol Division</i>				
	00213457	Amazon Capital Services Inc	Police-P&T	170.46
P0115764	00213491	CDW GOVERNMENT INC	3 Mounts for Laptop Car	167.00
	00213457	Amazon Capital Services Inc	Police-P&T	77.38
	00213457	Amazon Capital Services Inc	Police-P&T	77.04
	00213457	Amazon Capital Services Inc	Police-P&T	66.02
	00213457	Amazon Capital Services Inc	Police-P&T	52.82
	00213457	Amazon Capital Services Inc	Police-Marine	52.80
<i>Org Key: PO2200 - Marine Patrol</i>				
	00213457	Amazon Capital Services Inc	Police-P&T	1,364.14
<i>Org Key: PO2350 - Bike Patrol</i>				
	00213457	Amazon Capital Services Inc	Police-CIS	770.58
<i>Org Key: PO3100 - Investigation Division</i>				
	00213457	Amazon Capital Services Inc	Police-CIS	108.37
	00213457	Amazon Capital Services Inc	Police-CIS	60.50
	00213457	Amazon Capital Services Inc	Police-CIS	59.28
<i>Org Key: PR1100 - Administration (PR)</i>				
	00213457	Amazon Capital Services Inc	MICEC	880.56
	00213457	Amazon Capital Services Inc	MICEC	324.69
P0115886	00213521	MORGAN SOUND INC	MICEC A/V work September 2022	158.57
P0115971	00213540	VERIZON WIRELESS	VERIZON AUG 24- SEPT 23	136.36
	00213457	Amazon Capital Services Inc	MICEC	16.49
<i>Org Key: PR2104 - Special Events</i>				
P0115920	00213504	HOME DEPOT CREDIT SERVICE	MISC. HARDWARE	111.81
<i>Org Key: PR4100 - Community Center</i>				
P0115938	00213520	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	15,799.00
P0115904	00213493	COMCAST	MI COMMUNITY CENTER	299.19
<i>Org Key: SP0100 - Residential Street Resurfacing</i>				
P0115652	00213461	EJ USA INC	MONUMENT BODIES & COVERS	2,122.75
P0115910	00213510	KRAZAN & ASSOCIATES INC	EXTRACTION - GRADATION ANALYSI	1,620.00
<i>Org Key: SP0103 - SE 68 Street & SE 70 Place Ove</i>				
P0115910	00213510	KRAZAN & ASSOCIATES INC	EXTRACTION - GRADATION ANALYSI	4,030.00
<i>Org Key: SP0129 - Demo 4004 ICW Surplus Property</i>				
P0115937	00213449	BIG TREES INC	4004 Island Crest Way. Mercer	701.90
<i>Org Key: ST0020 - ST Long Term Parking</i>				
P0115938	00213520	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	193.68
<i>Org Key: SW0101 - Sub Basin 23.2 Watercourse Sta</i>				
P0108677	00213490	CARDNO INC	Sub Basin 23.2 Watercourse	6,384.50
<i>Org Key: SW0104 - Sub Basin 22.1 Watercourse Sta</i>				
P0114817	00213500	GRAY & OSBORNE INC	Watercourse Stabilization Proj	2,960.23

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PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: SW0106 - Sub basin 25b.2 Watercourse St</i>				
P0114817	00213500	GRAY & OSBORNE INC	Watercourse Stabilization Proj	2,960.24
<i>Org Key: SW0120 - East Mercer Way Trenchless Cul</i>				
P0115001	00213507	INSTA-PIPE INC	EAST AND WEST MERCER WAY	40,424.87
<i>Org Key: VCP402 - CIP Water Salaries</i>				
	00213457	Amazon Capital Services Inc	Public Works	9.35
<i>Org Key: WU0101 - Booster Chlorination Station</i>				
P0113453	00213502	HARBOR PACIFIC CONT INC.	Booster Chlorination System Pr	223,871.83
<i>Org Key: WU0106 - Madrona Crest East Addition Wa</i>				
P0114986	00213510	KRAZAN & ASSOCIATES INC	CONSTRUCTION TESTING AND INSPE	960.00
<i>Org Key: WU0109 - 60 Ave SE, btw SE 27 and SE 32</i>				
P0115870	00213487	AXIS SURVEY & MAPPING	2023 WATER SYSTEMS IMPROVEMENT	44,730.00
<i>Org Key: WU0170 - ARPA-First Hill Generator</i>				
P0114349	00213496	DAVID EVANS & ASSOC INC	21-45 First Hill Booster Stati	5,652.20
<i>Org Key: YF1100 - YFS General Services</i>				
	00213530	RITTER, MICHELLE	AAPI OUTREACH EVENT	120.00
	00213457	Amazon Capital Services Inc	YFS	80.21
	00213457	Amazon Capital Services Inc	YFS	75.93
	00213457	Amazon Capital Services Inc	YFS	65.39
	00213457	Amazon Capital Services Inc	YFS	36.30
	00213457	Amazon Capital Services Inc	YFS	35.82
	00213457	Amazon Capital Services Inc	YFS	20.28
	00213457	Amazon Capital Services Inc	YFS	20.24
	00213457	Amazon Capital Services Inc	YFS	17.60
	00213457	Amazon Capital Services Inc	YFS	17.49
	00213457	Amazon Capital Services Inc	YFS	13.20
<i>Org Key: YF1200 - Thrift Shop</i>				
P0115938	00213520	MI UTILITY BILLS	SEPT 2022 PAYMT OF UTILITY BIL	750.77
P0115636	00213471	MALLORY SAFETY SUPPLY	CLASS 3 HIVIS JACKETS	779.20
	00213457	Amazon Capital Services Inc	Public Works - Support Service	520.22
	00213457	Amazon Capital Services Inc	Public Works - Support Service	473.42
	00213457	Amazon Capital Services Inc	Public Works - Support Service	171.25
	00213457	Amazon Capital Services Inc	Thrift Shop	83.60
	00213457	Amazon Capital Services Inc	Thrift Shop	66.05
P0115879	00213480	VERIZON WIRELESS	AUG 24-SEPT 23,2022 CITY CELL	47.12
	00213457	Amazon Capital Services Inc	Thrift Shop	42.89
P0115879	00213480	VERIZON WIRELESS	AUG 24-SEPT 23,2022 CITY CELL	42.12
P0115879	00213480	VERIZON WIRELESS	AUG 24-SEPT 23,2022 CITY CELL	42.12
	00213457	Amazon Capital Services Inc	Thrift Shop	34.23
	00213457	Amazon Capital Services Inc	Thrift Shop	32.97
	00213457	Amazon Capital Services Inc	Thrift Shop	30.77
	00213457	Amazon Capital Services Inc	Thrift Shop	28.56
	00213457	Amazon Capital Services Inc	Thrift Shop	27.51
	00213457	Amazon Capital Services Inc	Thrift Shop	25.39
	00213457	Amazon Capital Services Inc	Thrift Shop	18.71

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PO #	Check #	Vendor:	Transaction Description	Check Amount
	00213457	Amazon Capital Services Inc	Thrift Shop	16.38
	00213457	Amazon Capital Services Inc	Thrift Shop	14.30
	00213457	Amazon Capital Services Inc	Public Works - Support Service	12.10
<i>Org Key: YF2600 - Family Assistance</i>				
P0115916	00213482	WPM Advisors LLC	Rental assistance for EA clien	2,000.00
P0113288	00213531	SHOREWOOD #14885	Rental assistance for EA clien	2,000.00
P0115947	00213513	MERCER EAST	uTILITY ASSISTANCE FOR EA CLIE	518.01
P0113286	00213469	KC HOUSING AUTHORITY	Rental Assistance for EA clien	271.00
P0113286	00213469	KC HOUSING AUTHORITY	Rental Assistance for EA clien	192.00
P0115946	00213531	SHOREWOOD #14885	Utility assistance for EA clie	44.46
<i>Org Key: YF2850 - Federal SPF Grant</i>				
P0115918	00213474	PG Creative Inc	Prevention campaign supplies	831.60
Total				<u>1,075,295.50</u>

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00213449	10/07/2022	BIG TREES INC 4004 Island Crest Way. Mercer	P0115937	27836 DEPOSIT	10/07/2022	701.90
00213450	10/11/2022	ALL PHASE COMM LLC Wall Mounts for Phones	P0115327	174502	08/16/2022	137.63
00213457	10/11/2022	Amazon Capital Services Inc Admin Services-IGS		113-1090575-4098	09/01/2022	17,326.85
00213458	10/11/2022	AQUATIC INFORMATICS INC. TokaySQL Upgrade PER QUOTE 000	P0113637	102170	09/30/2022	9,000.00
00213459	10/11/2022	AUTONATION INC FLEET PARTS	P0115875	2367747-100122	10/01/2022	1,081.27
00213460	10/11/2022	CDW GOVERNMENT INC PureStorage Annual Renewal and	P0115077	CS81291	09/14/2022	3,369.74
00213461	10/11/2022	EJ USA INC MONUMENT BODIES & COVERS	P0115652	110220067591	09/08/2022	2,122.75
00213462	10/11/2022	FERGUSON ENTERPRISES LLC INVENTORY PURCHASES	P0115871	1118841-1	09/30/2022	3,859.95
00213463	10/11/2022	FIREHOSE DIRECT ALUMINUM 1-1/2" PISTOL GRIP RE	P0115583	S136117	09/12/2022	1,154.97
00213464	10/11/2022	GRAINGER 2-1/2" X 1-1/2" FEMALE X MALE	P0115866	9462450827	09/29/2022	63.10
00213465	10/11/2022	H D FOWLER INVENTORY PURCHASES	P0115863	I6225591	09/28/2022	2,750.65
00213466	10/11/2022	HOME DEPOT CREDIT SERVICE INVENTORY PURCHASES	P0115826	6022769	09/28/2022	636.53
00213467	10/11/2022	IBS INC MISC. HARDWARE (WAREHOUSE)	P0115858	789074-4	09/15/2022	73.96
00213468	10/11/2022	INTERCOM LANGUAGE SERVICES INC Intercom - invoice #22-426	P0115877	22-426	09/30/2022	420.00
00213469	10/11/2022	KC HOUSING AUTHORITY Rental Assistance for EA clien	P0113286	093022A	09/30/2022	463.00
00213470	10/11/2022	LANGUAGE LINE SERVICES Language LIne - invoice 106388	P0115876	10638824	09/30/2022	61.64
00213471	10/11/2022	MALLORY SAFETY SUPPLY CLASS 3 HIVIS JACKETS	P0115636	542733	09/30/2022	779.20
00213472	10/11/2022	MI UTILITY BILLS SEPT 2022 PAYMT OF UTILITY BIL	P0115878	093022	09/30/2022	105,060.57
00213473	10/11/2022	NELSON PETROLEUM 2022 DIESEL DELIVERY	P0115862	0810890-IN	09/27/2022	1,361.14
00213474	10/11/2022	PG Creative Inc Prevention campaign supplies	P0115918	6287	10/04/2022	831.60
00213475	10/11/2022	POT O' GOLD INC COVID SANITATION/MAINTENANCE/C	P0115929	0419627	10/05/2022	904.56
00213476	10/11/2022	SEATTLE PUBLIC UTILITIES SEPT 2022 SPU CHARGE FOR RETAI	P0115885	AUG 22	08/31/2022	415,885.20
00213477	10/11/2022	SYBIS SOFTWARE TRAINING FOR CYBERLOC	P0115644	1869	09/16/2022	1,568.93
00213478	10/11/2022	TRAFFIC SAFETY SUPPLY INVENTORY PURCHASES	P0115869	INV053158	09/29/2022	1,518.16
00213479	10/11/2022	UNITED RENTALS NORTH AMERICA GANTRY CRANE RENTAL	P0115861	206913730-004	09/08/2022	1,310.54
00213480	10/11/2022	VERIZON WIRELESS AUG 24-SEPT 23,2022 CITY CELL	P0115879	272239276-00029	09/23/2022	604.69

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00213481	10/11/2022	WALTER E NELSON CO INVENTORY PURCHASES	P0115846	886335	09/22/2022	2,616.88
00213482	10/11/2022	WPM Advisors LLC Rental assistance for EA clien	P0115916	100422	10/04/2022	2,000.00
00213483	10/14/2022	AM TEST INC 2022 WATER QUALITY SAMPLES	P0115964	129557	09/29/2022	410.00
00213484	10/14/2022	AMERIGAS-1400 2022 PROPANE DELIVERY	P0115898	3141438341	09/27/2022	1,645.77
00213485	10/14/2022	AQUATIC INFORMATICS INC. 2022 CROSS CONNECTION WEB TEST	P0115954	102237	10/11/2022	225.00
00213486	10/14/2022	AS YOU WISH ELECTRIC DUPLICATE		2209-075	10/06/2022	141.60
00213487	10/14/2022	AXIS SURVEY & MAPPING 2023 WATER SYSTEMS IMPROVEMENT	P0115870	17892	09/28/2022	44,730.00
00213488	10/14/2022	CALIBER - BELLEVUE BODY REPAIR FOR FL-0487	P0115655	2901044796	09/07/2022	1,095.05
00213489	10/14/2022	CARA VETERINARY SUPPORT OVERPAYMENT		2204-212	10/06/2022	300.00
00213490	10/14/2022	CARDNO INC Sub Basin 23.2 Watercourse	P0108677	1961132	08/04/2022	6,384.50
00213491	10/14/2022	CDW GOVERNMENT INC 3 Mounts for Laptop Car	P0115764	CZ70159	09/26/2022	167.00
00213492	10/14/2022	CINTAS CORPORATION #460 2022 PW COVERALL SERVICE	P0115930	12701643-093022	09/30/2022	2,239.96
00213493	10/14/2022	COMCAST MI FIRE STATION	P0115904	0012599-092022	09/20/2022	778.67
00213494	10/14/2022	COMCAST COMCAST OCTOBER 2022	P0115903	156571583	10/01/2022	3,723.60
00213495	10/14/2022	CRYSTAL AND SIERRA SPRINGS PW WATER DELIVERY	P0115951	14555831 100122	10/01/2022	82.90
00213496	10/14/2022	DAVID EVANS & ASSOC INC 21-45 First Hill Booster Stati	P0114349	518974	09/26/2022	5,652.20
00213497	10/14/2022	ENERGY FLOW ELECTRIC INC DUPLICATE		2209-154	10/06/2022	141.60
00213498	10/14/2022	FINANCIAL CONSULTANTS INT'L FL-0533 CUSTOM POLICE UPDATES	P0115912	17652	08/30/2022	17,456.36
00213499	10/14/2022	GRAINGER INVENTORY PURCHASES	P0115926	9468402095	10/05/2022	6,500.69
00213500	10/14/2022	GRAY & OSBORNE INC Watercourse Stabilization Proj	P0114817	2022-2279	08/31/2022	5,920.47
00213501	10/14/2022	HACH COMPANY SINGLET COMBO, PH 4.01 & 7.0,	P0115939	13275750	10/06/2022	56.04
00213502	10/14/2022	HARBOR PACIFIC CONT INC. Booster Chlorination System Pr	P0113453	PP#9	09/30/2022	223,871.83
00213503	10/14/2022	HEALTHFORCE PARTNERS INC scba respirator clearance	P0115949	22525	09/30/2022	125.00
00213504	10/14/2022	HOME DEPOT CREDIT SERVICE PAINT, ROLLERS & TRAY	P0115920	8082507	10/06/2022	299.01
00213505	10/14/2022	HUNTS PLUMBING AND MECH LLC DUPLICATE		2209-265	10/04/2022	141.60
00213506	10/14/2022	IMS INFRASTRUCTURE MANGT SRVS PROFESSIONAL SERVICES INV#5052	P0115960	50528-3	09/30/2022	18,447.25

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00213507	10/14/2022	INSTA-PIPE INC EAST AND WEST MERCER WAY TRENC	P0115001	092322FP	09/30/2022	40,424.87
00213508	10/14/2022	ISSAQUAH HONDA KUBOTA SAW CHAINS & TRIMMER LINE	P0115932	572811	10/06/2022	630.56
00213509	10/14/2022	KING COUNTY FINANCE I-NET MONTHLY SERVICES FROM	P0113518	11012908	09/30/2022	1,492.00
00213510	10/14/2022	KRAZAN & ASSOCIATES INC EXTRACTION - GRADATION ANALYSI	P0114986	INV I620568-5832	08/31/2022	6,610.00
00213511	10/14/2022	KUHNS-MOUNT, MICHELLE REFUND OVERPAY 00900572904		100322	10/03/2022	308.48
00213512	10/14/2022	LN CURTIS & SONS Tech Rescue Supplies	P0115945	INV636000	09/28/2022	4,422.11
00213513	10/14/2022	MERCER EAST uTILITY ASSISTANCE FOR EA CLIE	P0115947	101022	10/10/2022	518.01
00213514	10/14/2022	METROPRESORT E-SERIVCE PORTAL ADMIN	P0115955	IN647937	10/06/2022	612.17
00213515	10/14/2022	MI HARDWARE - FIRE Stapler supplier	P0115948	560200-093022	09/30/2022	87.43
00213516	10/14/2022	MI HARDWARE - MAINT MISC. HARDWARE FOR THE MONTH O	P0115924	560400-093022	09/30/2022	192.21
00213517	10/14/2022	MI HARDWARE - P&R MISC. HARDWARE FOR THE MONTH O	P0115921	560300-093022	09/30/2022	45.53
00213518	10/14/2022	MI HARDWARE - ROW MISC. HARDWARE FOR THE MONTH O	P0115922	560700-093022	09/30/2022	112.12
00213519	10/14/2022	MI HARDWARE - UTILITY MISC. HARDWARE FOR THE MONTH O	P0115923	560800-093022	09/30/2022	43.31
00213520	10/14/2022	MI UTILITY BILLS SEPT 2022 PAYMT OF UTILITY BIL	P0115938	093022B	09/30/2022	55,091.25
00213521	10/14/2022	MORGAN SOUND INC MICEC A/V work September 2022	P0115886	MSI110585	09/19/2022	158.57
00213522	10/14/2022	NAPA AUTO PARTS REPAIR PARTS	P0115931	093022	09/30/2022	1,223.84
00213523	10/14/2022	OCCUPATIONAL HEALTH CTRS OF WA INVOICE 75590571 DOT PHYS	P0115873	75590571	09/02/2022	524.00
00213524	10/14/2022	PACIFIC TOPSOIL INC. DUMPING FEES	P0115927	13387-082622	08/26/2022	781.20
00213525	10/14/2022	PARIS PLUMBING & HEATING INC. DUPLICATE		2209-220	10/06/2022	141.60
00213526	10/14/2022	PRECISION CONCRETE CUTTING CONCRETE CUTTING	P0115806	WA27598BC	08/26/2022	16,273.70
00213527	10/14/2022	PREMIUM HOMES OF MI OVERPAYMENT		TCC22-022	10/04/2022	150.00
00213528	10/14/2022	PUBLIC SAFETY TESTING INC Q3 2022 Subscription for fire	P0115950	2022-842	10/07/2022	386.00
00213529	10/14/2022	RHOMAR INDUSTRIES INC LUBRA-SEAL, NEUTRO-WASH &	P0115943	102415	09/29/2022	1,946.51
00213530	10/14/2022	RITTER, MICHELLE AAPI OUTREACH EVENT		091322	09/13/2022	120.00
00213531	10/14/2022	SHOREWOOD #14885 Utility assistance for EA clie	P0113288	100722	10/07/2022	2,044.46
00213532	10/14/2022	SKAGIT HORTICULTURE LLC MISC. PLANTS	P0115944	INV00049541	10/03/2022	3,865.46

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00213533	10/14/2022	SKYLINE COMMUNICATIONS INC OCT 2022 EOC INTERNET	P0115940	INV46858	10/01/2022	216.55
00213534	10/14/2022	SOREANO'S PLUMBING INC REMOVED OLD URINAL AND VALVE	P0115901	45428	08/22/2022	743.18
00213535	10/14/2022	TOURNESOL SITEWORKS METAL PARK BENCH FOR MERCERDAL	P0115909	122205	08/24/2022	11,313.34
00213536	10/14/2022	TUGHAN ELECTRIC DUPLICATE		2209-153	10/06/2022	141.60
00213537	10/14/2022	UNITED RENTALS NORTH AMERICA BOOM 40'-50' ARTICULATING	P0115933	204480438-007	09/23/2022	4,154.63
00213538	10/14/2022	UNITED SYSTEMS MECHANICAL OVERPAYMENT		2209-040	10/06/2022	75.00
00213539	10/14/2022	UTILITIES UNDERGROUND LOCATION 2022 UTILITY LOCATES	P0115899	2090183	09/30/2022	230.91
00213540	10/14/2022	VERIZON WIRELESS VERIZON AUG 24- SEPT 23	P0115971	9916507678	09/23/2022	481.21
00213541	10/14/2022	WAVE ELECTRICAL LLC AUBREY DAVIS PARK- PICNIC SHEL	P0115908	22123	07/19/2022	979.89
00213542	10/14/2022	WOO, RISA Pro Tem Judge- 10/10/22 - 4 hr	P0115942	101022	10/10/2022	200.00
00213543	10/14/2022	ZEP SALES & SERVICE INVENTORY PURCHASES	P0115928	9007870906	09/28/2022	352.29
					Total	<u>1,075,295.50</u>

CERTIFICATION OF CLAIMS

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



Finance Director

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

Mayor

Date

<u>Report</u>	<u>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	213544-213645	10/21/2022	\$806,374.99
			\$806,374.99

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0115987	00213578	H D FOWLER	INVENTORY PURCHASES	2,077.99
P0115978	00213630	SUPPLY SOURCE INC,THE	INVENTORY PURCHASES	1,527.75
P0115984	00213577	GRAINGER	INVENTORY PURCHASES	412.53
<i>Org Key: 814074 - Garnishments</i>				
	00213631	SUTTELL & HAMMER, P.S.	PAYROLL EARLY WARRANTS	883.88
	00213561	CHAPTER 13 TRUSTEE	PAYROLL EARLY WARRANTS	572.00
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00213601	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	210.00
<i>Org Key: 814076 - City & Counties Local 21M</i>				
	00213644	WSCCCE AFSCME AFL-CIO	PAYROLL EARLY WARRANTS	2,588.60
<i>Org Key: 814077 - Police Association</i>				
	00213614	POLICE ASSOCIATION	PAYROLL EARLY WARRANTS	2,599.12
<i>Org Key: AS1100 - Administrative Services</i>				
P0115958	00213640	WCMA	NWWLA Registration - 2023	500.00
<i>Org Key: CA1100 - Administration (CA)</i>				
P0116018	00213596	Madrona Law Group, PLLC	Invoice #11586 Professional	17,899.50
P0116018	00213596	Madrona Law Group, PLLC	Invoice #11587 Professional	5,557.50
P0116015	00213635	THOMSON REUTERS - WEST	Invoice #847178612 Legal	884.10
P0115867	00213616	PREMIER CABLING LLC	4 Networks Drops \$715 each 3	713.62
P0116014	00213620	RELX INC DBA LEXISNEXIS	Invoice #1000RVY57 Legal	363.33
P0116018	00213596	Madrona Law Group, PLLC	Invoice #11585 Professional	50.00
<i>Org Key: CA1150 - Attorney-Litigation</i>				
P0116017	00213597	McNaul Ebel Nawrot	Invoice #105825 Professional	21,805.29
<i>Org Key: CA1200 - Prosecution & Criminal Mngmnt</i>				
P0116013	00213602	MOBERLY AND ROBERTS	Invoice #1060 Professional Ser	7,308.32
P0116016	00213583	HONEYWELL, MATTHEW V	Invoice #1293 Professional Ser	2,500.00
P0116016	00213583	HONEYWELL, MATTHEW V	Invoice #1290 Professional Ser	2,000.00
P0116016	00213583	HONEYWELL, MATTHEW V	Invoice #1291 Professional Ser	1,100.00
<i>Org Key: CM1100 - Administration (CM)</i>				
P0115963	00213574	GALLAGHER, ANITA	September Lobbying Services (i	2,000.00
P0115958	00213640	WCMA	NWWLA Registration - 2022	500.00
<i>Org Key: CM1200 - City Clerk</i>				
P0115959	00213626	SOUND PUBLISHING INC	Ntc. 2667837 Recruitment 8/10	109.40
P0115959	00213626	SOUND PUBLISHING INC	Ntc. 2667837 Recruitment 8/17	109.40
<i>Org Key: CO6100 - City Council</i>				
P0115952	00213585	JURASSIC PARLIAMENT	Parliamentary Training Service	1,951.11
<i>Org Key: CO6300 - Climate Action Plan</i>				
P0116034	00213560	CASCADIA CONSULTING GROUP	MERCER ISLAND CAP 2022	6,683.75
<i>Org Key: CR1100 - Human Resources</i>				
P0115953	00213563	CROSS ISLAND CONSULTING	HR Consulting Services (Septem	2,585.00
P0116054	00213549	ADP, Inc.	Sept 2022 ADP Workforce Now	833.33

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0116050	00213617	PUBLIC SAFETY TESTING INC	Q3 FEES - JULY - SEPTEMBER 202	489.00
P0116048	00213643	WORKSAFE SERVICE INC, A	2 DRUG TESTS	180.00
<i>Org Key: DS1100 - Administration (DS)</i>				
P0115974	00213637	VERIZON WIRELESS	VERIZON AUG 24- SEPT 23 CPD	787.90
P0116039	00213588	KPG	22065 Transportation Element U	250.50
<i>Org Key: DS1300 - Land Use Planning Svc</i>				
P0115959	00213626	SOUND PUBLISHING INC	Ntc. 2672795 Public Hearing Zo	129.90
P0115959	00213626	SOUND PUBLISHING INC	Ntc. 2672794 Comp Plan	116.11
P0115959	00213626	SOUND PUBLISHING INC	Ntc. 2672840 Annual Docketing	109.15
<i>Org Key: FN2100 - Data Processing</i>				
P0115988	00213629	SUPERION LLC	4 QTR ONESOLUTION MAINT	12,948.22
P0115989	00213600	METROPRESORT	3RD QTR B&O STATEMENTS	226.77
P0115989	00213600	METROPRESORT	3RD QTR B&O STATEMENTS	100.33
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0115989	00213600	METROPRESORT	SEPT 2022 PRINTING & MAILING O	96.42
P0116052	00213600	METROPRESORT	OCT 2022 PRINTING & MAILING OF	81.74
P0115989	00213600	METROPRESORT	SEPT 2022 PRINTING & MAILING O	80.19
P0116052	00213600	METROPRESORT	OCT 2022 PRINTING & MAILING OF	68.11
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0115989	00213600	METROPRESORT	SEPT 2022 PRINTING & MAILING O	96.42
P0116052	00213600	METROPRESORT	OCT 2022 PRINTING & MAILING OF	81.74
P0115989	00213600	METROPRESORT	SEPT 2022 PRINTING & MAILING O	80.19
P0116052	00213600	METROPRESORT	OCT 2022 PRINTING & MAILING OF	68.11
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0115989	00213600	METROPRESORT	SEPT 2022 PRINTING & MAILING O	96.41
P0116052	00213600	METROPRESORT	OCT 2022 PRINTING & MAILING OF	81.73
P0115989	00213600	METROPRESORT	SEPT 2022 PRINTING & MAILING O	80.19
P0116052	00213600	METROPRESORT	OCT 2022 PRINTING & MAILING OF	68.11
<i>Org Key: FR1100 - Administration (FR)</i>				
P0115966	00213633	SYSTEMS DESIGN WEST LLC	EMS BILLING FOR AUGUST 2022	1,618.56
P0116028	00213564	CULLIGAN SEATTLE WA	water service/fire	258.10
<i>Org Key: FR2100 - Fire Operations</i>				
P0115975	00213637	VERIZON WIRELESS	VERIZON AUG 24- SEPT 23 FIRE	847.76
P0116010	00213604	MUNICIPAL EMERGENCY SERVICES	2 scba masks	802.56
P0116032	00213552	AT&T MOBILITY	mdc charges/fire	569.49
P0115962	00213632	SWISSPHONE	Pager Repairs	162.49
<i>Org Key: FR2400 - Fire Suppression</i>				
P0116027	00213593	LN CURTIS & SONS	Hook cluster	199.33
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0116009	00213569	EMSAR INC	Repair to stretchers	1,000.00
P0116009	00213569	EMSAR INC	Repair to stretchers	588.38
P0116029	00213627	STERICYCLE INC	On-call charges/Fire	31.08
P0116030	00213550	AIRGAS USA LLC	Oxygen/Fire	25.94

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: FR4100 - Training</i>				
P0116031	00213628	STORER ENTERPRISES INC	Training car	880.80
<i>Org Key: GB0101 - HVAC Repairs</i>				
P0115985	00213582	HOME DEPOT CREDIT SERVICE	COVERS FOR HOSE REEL	88.04
<i>Org Key: GB0102 - ADA Improvements</i>				
P0115799	00213555	Baklinski Group	MERCER ISLAND COMMUNITY	16,316.30
<i>Org Key: GB0105 - Thrift Shop Building Repairs</i>				
P0113300	00213618	RAINIER ASPHALT & CONCRETE	MERCER ISLAND THRIFT SHOP PARK	950.00
<i>Org Key: GB0108 - FS91 Site Characterization & F</i>				
P0116033	00213570	FARALLON CONSULTING LLC	MI FIRE DEPT STATION 91	2,770.40
<i>Org Key: GGM001 - General Government-Misc</i>				
P0115990	00213558	BRINKS INC	SEPT 2022 ARMORED TRUCK DEPOSIT	1,104.20
P0116046	00213615	POT O' GOLD INC	WATER COOLER	27.53
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0115956	00213586	KELLEY IMAGING SYSTEMS	Copier Service Fees (September	2,033.09
<i>Org Key: GGM005 - General Govt-L1 Retiree Costs</i>				
	00213579	HAGSTROM, JAMES	LEOFF1 Medicare Reimb	653.20
	00213581	HILTNER, PETER	LEOFF1 Medicare Reimb	619.50
	00213556	BARNES, WILLIAM	LEOFF1 Medicare Reimb	271.10
	00213565	DEEDS, EDWARD G	LEOFF1 Medicare Reimb	271.10
	00213572	FORSMAN, LOWELL	LEOFF1 Medicare Reimb	271.10
	00213634	THOMPSON, JAMES	LEOFF1 Medicare Reimb	245.90
	00213623	SCHOENTRUP, WILLIAM	LEOFF1 Medicare Reimb	240.60
	00213547	ABBOTT, RICHARD	LEOFF1 Medicare Reimb	239.10
	00213576	GOODMAN, J C	LEOFF1 Medicare Reimb	239.00
	00213625	SMITH, RICHARD	LEOFF1 Medicare Reimb	220.70
	00213595	LYONS, STEVEN	LEOFF1 Medicare Reimb	211.80
	00213568	ELSOE, RONALD	LEOFF1 Medicare Reimb	208.30
	00213548	ADAMS, RONALD E	LEOFF1 Medicare Reimb	206.60
	00213590	KUHN, DAVID	LEOFF1 Medicare Reimb	205.60
	00213567	DOWD, PAUL	LEOFF1 Medicare Reimb	203.20
	00213557	BOOTH, GLENDON D	LEOFF1 Medicare Reimb	202.60
	00213553	AUGUSTSON, THOR	LEOFF1 Medicare Reimb	192.80
	00213594	LOISEAU, LERI M	LEOFF1 Medicare Reimb	192.80
	00213638	WALLACE, THOMAS	LEOFF1 Medicare Reimb	183.10
	00213566	DEVENY, JAN P	LEOFF1 Medicare Reimb	182.00
	00213622	RUCKER, MANORD J	LEOFF1 Medicare Reimb	181.70
	00213642	WHEELER, DENNIS	LEOFF1 Medicare Reimb	181.70
	00213605	MYERS, JAMES S	LEOFF1 Medicare Reimb	179.80
	00213584	JOHNSON, CURTIS	LEOFF1 Medicare Reimb	175.50
	00213641	WEGNER, KEN	LEOFF1 Medicare Reimb	170.10
	00213619	RAMSAY, JON	LEOFF1 Medicare Reimb	136.20
<i>Org Key: GGM606 - Excess Retirement-Fire</i>				
	00213556	BARNES, WILLIAM	LEOFF1 Excess Benefit	2,162.44
	00213562	COOPER, ROBERT	LEOFF1 Excess Benefit	2,118.03

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00213584	JOHNSON, CURTIS	LEOFF1 Excess Benefit	1,220.32
	00213623	SCHOENTRUP, WILLIAM	LEOFF1 Excess Benefit	1,025.82
	00213619	RAMSAY, JON	LEOFF1 Excess Benefit	585.43
<i>Org Key: GT0108 - Technology Equipment Replaceme</i>				
P0115666	00213603	MORGAN SOUND INC	Farside Conference Room A/V Up	5,588.11
P0115666	00213603	MORGAN SOUND INC	RETURN INVOICE FOR ITEMS THAT	-521.88
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0113300	00213618	RAINIER ASPHALT & CONCRETE	MERCER ISLAND THRIFT SHOP PARK	3,768.84
P0115983	00213636	TRAFFIC SAFETY SUPPLY	"NO PARKING THIS STREET TO BE	2,079.07
P0115968	00213645	WSDOT	AUGUST 2022 PROJECT COSTS SE 2	814.63
<i>Org Key: MT2500 - ROW Administration</i>				
P0115967	00213606	NARWHAL MET LLC	MONTHLY WEATHER SERVICES SEP	788.00
P0115965	00213608	OCCUPATIONAL HEALTH CTRS OF WA	HEATH, SCOTT DOT RECERT	116.00
<i>Org Key: MT3100 - Water Distribution</i>				
P0115980	00213578	H D FOWLER	PAC STATES HYDRANT PARTS	363.08
P0115979	00213591	LAKESIDE INDUSTRIES	ASPHALT (1.17 TONS)	113.36
<i>Org Key: MT3300 - Water Associated Costs</i>				
P0116025	00213607	NEW SOUND TRUCKING SCHOOL	CLASS B DRIVING TRAINING FOR A	3,175.00
P0115982	00213575	GCP WW HOLDCO LLC	MISC. WORK CLOTHES	439.57
P0116020	00213575	GCP WW HOLDCO LLC	MISC. WORK CLOTHES	93.34
<i>Org Key: MT3800 - Storm Drainage</i>				
P0113300	00213618	RAINIER ASPHALT & CONCRETE	MERCER ISLAND THRIFT SHOP PARK	940.65
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0115976	00213637	VERIZON WIRELESS	VERIZON AUG 24- SEPT 23 PW	4,073.83
<i>Org Key: MT4200 - Building Services</i>				
P0115867	00213616	PREMIER CABLING LLC	4 Networks Drops \$715 each 3	2,140.88
P0116038	00213611	PACIFIC AIR CONTROL INC	MERCER ISLAND FIRE STATION #92	765.75
P0116037	00213611	PACIFIC AIR CONTROL INC	MERCER ISLAND CITY HALL WO# 33	564.26
<i>Org Key: MT4300 - Fleet Services</i>				
P0115647	00213559	CALIBER - BELLEVUE	BODY REPAIR FOR FL-0485	1,822.85
P0116011	00213598	MERCER ISLAND CHEVRON	FUEL	1,112.41
<i>Org Key: MT4900 - Solid Waste & Sustainability</i>				
P0114155	00213609	OLYMPIC ENVIRONMENTAL RES	MI 2022 RECYCLING PROGRAMS	1,137.50
<i>Org Key: MT6100 - Park Maintenance</i>				
P0116040	00213639	WAVE ELECTRICAL LLC	ISLAND CREST PARK TENNIS COURT	6,066.51
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
P0115986	00213592	LLOYD ENTERPRISES INC	SAND COMPOST MIX (60.74 TONS)	3,537.66
P0115653	00213612	PART WORKS INC., THE	ACORN PANEL-WARE 1705 URINAL	2,079.46
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0115902	00213624	SECURITY CONTRACTOR SVCS INC.	PARKING LOT ENCLOSURE 090922-1	715.65
P0116036	00213613	PAYBYPHONE TECHNOLOGIES INC	TRANSACTION FEE MONTHLY	250.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PA0100 - Open Space Management</i>				
P0114772	00213551	APPLIED ECOLOGY LLC	RESTORATION WORK IN SE 53RD OS	18,718.70
P0114766	00213551	APPLIED ECOLOGY LLC	RESTORATION WORK IN LUTHER BUR	3,328.33
<i>Org Key: PA0101 - Recurring Parks Minor Capital</i>				
P0113300	00213618	RAINIER ASPHALT & CONCRETE	MERCER ISLAND THRIFT SHOP PARK	1,200.00
<i>Org Key: PA0118 - Lincoln Landing Watercourse Re</i>				
P0115280	00213610	OMA CONSTRUCTION INC	Lincoln Landing Shoreline and	67,471.14
<i>Org Key: PA0122 - Luther Burbank Dock Repair & R</i>				
P0114806	00213587	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	16,450.53
<i>Org Key: PA0125 - Mercerdale Playground Improvem</i>				
P0113300	00213618	RAINIER ASPHALT & CONCRETE	MERCER ISLAND THRIFT SHOP PARK	1,000.00
<i>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</i>				
P0114951	00213551	APPLIED ECOLOGY LLC	RESTORATION WORK IN PIONEER PA	11,254.70
<i>Org Key: PA122A - LB North Pier Renovation</i>				
P0114806	00213587	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	5,414.65
<i>Org Key: PA122B - LB Shoreline Access Improvemen</i>				
P0114806	00213587	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	40,019.69
<i>Org Key: PA122D - LB Storm Drainage KC Flood Con</i>				
P0114806	00213587	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	10,998.65
<i>Org Key: PA122E - LB Docks - Project costs</i>				
P0114806	00213587	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	4,782.00
<i>Org Key: PO1100 - Administration (PO)</i>				
P0115973	00213637	VERIZON WIRELESS	VERIZON AUG 24- SEPT 23 POLICE	602.34
<i>Org Key: PR1100 - Administration (PR)</i>				
P0116041	00213546	425 MAGAZINE	Sponsored Post - E-News 600 x	595.00
<i>Org Key: PR4100 - Community Center</i>				
	00213545	MAYER, LASZLO	ROCKTOBER SENIOR EVENT	1,200.00
	00213544	JENSEN, JOHN	ROCKTOBER SENIOR EVENT	200.00
P0115990	00213558	BRINKS INC	SEPT 2022 ARMORED TRUCK DEPOSI	196.96
	00213544	JENSEN, JOHN	ROCKTOBER SENIOR EVENT	0.00
<i>Org Key: SP0129 - Demo 4004 ICW Surplus Property</i>				
P0115991	00213577	GRAINGER	BACKFLOW PREVENTER & VALVE	1,712.35
P0115981	00213571	FERGUSON ENTERPRISES LLC	YARD HYDRANT, 2' BURY	90.05
<i>Org Key: SU0118 - Lincoln Landing Sewer Improvem</i>				
P0115280	00213610	OMA CONSTRUCTION INC	Lincoln Landing Shoreline and	46,792.50
<i>Org Key: WU0100 - Emergency Water System Repairs</i>				
P0111663	00213621	RH2 ENGINEERING INC	RESERVOIR PUMP-MOTOR	3,924.63
<i>Org Key: WU0102 - SCADA System Replacement-Water</i>				
P0110385	00213554	BAINBRIDGE ISLAND ELECTRIC	21-01 SCADA WATER EQUIP REPLAC	33,737.10

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: WU0106 - Madrona Crest East Addition Wa</i>				
P0114993	00213573	FURY SITE WORKS INC	2022 WATER SYSTEM IMPROVEMENTS	334,415.59
P0114986	00213589	KRAZAN & ASSOCIATES INC	CONSTRUCTION TESTING AND INSPE	835.00
<i>Org Key: WU0116 - RRA/ ERP Updates & Water Syste</i>				
P0114148	00213580	HDR ENGINEERING INC	2022 Water Modeling & Fire Flo	3,979.59
<i>Org Key: XG150T - Small Tech/Equipment</i>				
P0115666	00213603	MORGAN SOUND INC	Farside Conference Room A/V Up	6,263.89
P0115666	00213603	MORGAN SOUND INC	RETURN INVOICE FOR ITEMS THAT	-521.88
<i>Org Key: YF2600 - Family Assistance</i>				
P0115977	00213599	MERCER ISLAND THRIFT SHOP	MITs gc for BTS program	3,375.00
Total				<u>806,374.99</u>

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00213544	10/20/2022	JENSEN, JOHN ROCKTOBER SENIOR EVENT		101722	10/17/2022	200.00
00213545	10/20/2022	MAYER, LASZLO ROCKTOBER SENIOR EVENT		101722	10/17/2022	1,200.00
00213546	10/21/2022	425 MAGAZINE Sponsored Post - E-News 600 x	P0116041	2022-38298	06/01/2022	595.00
00213547	10/21/2022	ABBOTT, RICHARD LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	239.10
00213548	10/21/2022	ADAMS, RONALD E LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	206.60
00213549	10/21/2022	ADP, Inc. Sept 2022 ADP Workforce Now	P0116054	617008939	10/14/2022	833.33
00213550	10/21/2022	AIRGAS USA LLC Oxygen/Fire	P0116030	9991977076	09/30/2022	25.94
00213551	10/21/2022	APPLIED ECOLOGY LLC RESTORATION WORK IN LUTHER BUR	P0114951	1380	10/04/2022	33,301.73
00213552	10/21/2022	AT&T MOBILITY mdc charges/fire	P0116032	X10132022	10/13/2022	569.49
00213553	10/21/2022	AUGUSTSON, THOR LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	192.80
00213554	10/21/2022	BAINBRIDGE ISLAND ELECTRIC 21-01 SCADA WATER EQUIP REPLAC	P0110385	9	09/28/2022	33,737.10
00213555	10/21/2022	Baklinski Group MERCER ISLAND COMMUNITY CENTER	P0115799	2203-1	09/15/2022	16,316.30
00213556	10/21/2022	BARNES, WILLIAM LEOFF1 Medicare Reimb		NOV2022A	10/01/2022	2,433.54
00213557	10/21/2022	BOOTH, GLENDON D LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	202.60
00213558	10/21/2022	BRINKS INC SEPT 2022 ARMORED TRUCK DEPOSI	P0115990	5194971	09/30/2022	1,301.16
00213559	10/21/2022	CALIBER - BELLEVUE BODY REPAIR FOR FL-0485	P0115647	2901044820	08/10/2022	1,822.85
00213560	10/21/2022	CASCADIA CONSULTING GROUP MERCER ISLAND CAP 2022	P0116034	9155	09/14/2022	6,683.75
00213561	10/21/2022	CHAPTER 13 TRUSTEE PAYROLL EARLY WARRANTS		10.21.22	10/21/2022	572.00
00213562	10/21/2022	COOPER, ROBERT LEOFF1 Excess Benefit		NOV2022A	10/01/2022	2,118.03
00213563	10/21/2022	CROSS ISLAND CONSULTING HR Consulting Services (Septem	P0115953	22-MERCERIS-003	10/07/2022	2,585.00
00213564	10/21/2022	CULLIGAN SEATTLE WA water service/fire	P0116028	0708704	09/30/2022	258.10
00213565	10/21/2022	DEEDS, EDWARD G LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	271.10
00213566	10/21/2022	DEVENY, JAN P LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	182.00
00213567	10/21/2022	DOWD, PAUL LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	203.20
00213568	10/21/2022	ELSOE, RONALD LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	208.30
00213569	10/21/2022	EMSAR INC Repair to stretchers	P0116009	SM-85227	10/10/2022	1,588.38

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00213570	10/21/2022	FARALLON CONSULTING LLC MI FIRE DEPT STATION 91	P0116033	0045654	10/06/2022	2,770.40
00213571	10/21/2022	FERGUSON ENTERPRISES LLC YARD HYDRANT, 2' BURY	P0115981	1147893	10/12/2022	90.05
00213572	10/21/2022	FORSMAN, LOWELL LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	271.10
00213573	10/21/2022	FURY SITE WORKS INC 2022 WATER SYSTEM IMPROVEMENTS	P0114993	PP#3	09/30/2022	334,415.59
00213574	10/21/2022	GALLAGHER, ANITA September Lobbying Services (i	P0115963	1009	10/03/2022	2,000.00
00213575	10/21/2022	GCP WW HOLDCO LLC MISC. WORK CLOTHES	P0116020	INV2020001352	10/15/2022	532.91
00213576	10/21/2022	GOODMAN, J C LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	239.00
00213577	10/21/2022	GRAINGER INVENTORY PURCHASES	P0115991	5406/5364	10/12/2022	2,124.88
00213578	10/21/2022	H D FOWLER INVENTORY PURCHASES	P0115980	I6241703	10/13/2022	2,441.07
00213579	10/21/2022	HAGSTROM, JAMES LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	653.20
00213580	10/21/2022	HDR ENGINEERING INC 2022 Water Modeling & Fire Flo	P0114148	1200467943	10/06/2022	3,979.59
00213581	10/21/2022	HILTNER, PETER LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	619.50
00213582	10/21/2022	HOME DEPOT CREDIT SERVICE COVERS FOR HOSE REEL	P0115985	7513806	10/17/2022	88.04
00213583	10/21/2022	HONEYWELL, MATTHEW V Invoice #1290 Professional Ser	P0116016	1293	10/10/2022	5,600.00
00213584	10/21/2022	JOHNSON, CURTIS LEOFF1 Medicare Reimb		NOV2022A	10/01/2022	1,395.82
00213585	10/21/2022	JURASSIC PARLIAMENT Parliamentary Training Service	P0115952	4741	09/29/2022	1,951.11
00213586	10/21/2022	KELLEY IMAGING SYSTEMS Copier Service Fees (September	P0115956	IN1152585	10/10/2022	2,033.09
00213587	10/21/2022	KPFF CONSULTING ENGINEERS Luther Burbank Park Final Desi	P0114806	437954	09/12/2022	77,665.52
00213588	10/21/2022	KPG 22065 Transportation Element U	P0116039	188023	09/16/2022	250.50
00213589	10/21/2022	KRAZAN & ASSOCIATES INC CONSTRUCTION TESTING AND INSPE	P0114986	INV I620673-5832	09/30/2022	835.00
00213590	10/21/2022	KUHN, DAVID LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	205.60
00213591	10/21/2022	LAKESIDE INDUSTRIES ASPHALT (1.17 TONS)	P0115979	212218	09/30/2022	113.36
00213592	10/21/2022	LLOYD ENTERPRISES INC SAND COMPOST MIX (60.74 TONS)	P0115986	331467	10/03/2022	3,537.66
00213593	10/21/2022	LN CURTIS & SONS Hook cluster	P0116027	INV637006	09/30/2022	199.33
00213594	10/21/2022	LOISEAU, LERI M LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	192.80
00213595	10/21/2022	LYONS, STEVEN LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	211.80

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00213596	10/21/2022	Madrona Law Group, PLLC Invoice #11585 Professional	P0116018	11587	10/05/2022	23,507.00
00213597	10/21/2022	McNaul Ebel Nawrot Invoice #105825 Professional	P0116017	105825	09/30/2022	21,805.29
00213598	10/21/2022	MERCER ISLAND CHEVRON FUEL	P0116011	SEPT2022	09/30/2022	1,112.41
00213599	10/21/2022	MERCER ISLAND THRIFT SHOP MITS gc for BTS program	P0115977	081022	08/01/2022	3,375.00
00213600	10/21/2022	METROPRESORT 3RD QTR B&O STATEMENTS	P0116052	IN648398	10/19/2022	1,306.46
00213601	10/21/2022	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		10.21.22	10/21/2022	210.00
00213602	10/21/2022	MOBERLY AND ROBERTS Invoice #1060 Professional Ser	P0116013	1060	10/01/2022	7,308.32
00213603	10/21/2022	MORGAN SOUND INC Farside Conference Room A/V Up	P0115666	MSI110800	10/07/2022	10,808.24
00213604	10/21/2022	MUNICIPAL EMERGENCY SERVICES 2 scba masks	P0116010	IN1770507	09/28/2022	802.56
00213605	10/21/2022	MYERS, JAMES S LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	179.80
00213606	10/21/2022	NARWHAL MET LLC MONTHLY WEATHER SERVICES SEP	P0115967	2022-21011	09/29/2022	788.00
00213607	10/21/2022	NEW SOUND TRUCKING SCHOOL CLASS B DRIVING TRAINING FOR A	P0116025	2714	10/18/2022	3,175.00
00213608	10/21/2022	OCCUPATIONAL HEALTH CTRS OF WA HEATH, SCOTT DOT RECERT	P0115965	75888100	09/20/2022	116.00
00213609	10/21/2022	OLYMPIC ENVIRONMENTAL RES MI 2022 RECYCLING PROGRAMS	P0114155	2022OER4	07/28/2022	1,137.50
00213610	10/21/2022	OMA CONSTRUCTION INC Lincoln Landing Shoreline and	P0115280	PP#4	09/30/2022	114,263.64
00213611	10/21/2022	PACIFIC AIR CONTROL INC MERCER ISLAND CITY HALL WO# 33	P0116038	34038A	09/22/2022	1,330.01
00213612	10/21/2022	PART WORKS INC., THE ACORN PANEL-WARE 1705 URINAL	P0115653	INV85713	10/12/2022	2,079.46
00213613	10/21/2022	PAYBYPHONE TECHNOLOGIES INC TRANSACTION FEE MONTHLY MINIMU	P0116036	INVPBP-US35	09/30/2022	250.00
00213614	10/21/2022	POLICE ASSOCIATION PAYROLL EARLY WARRANTS		10.21.22	10/21/2022	2,599.12
00213615	10/21/2022	POT O' GOLD INC WATER COOLER	P0116046	0381399	06/08/2022	27.53
00213616	10/21/2022	PREMIER CABLING LLC 4 Networks Drops \$715 each 3	P0115867	1930	10/12/2022	2,854.50
00213617	10/21/2022	PUBLIC SAFETY TESTING INC Q3 FEES - JULY - SEPTEMBER 202	P0116050	2022-843	10/07/2022	489.00
00213618	10/21/2022	RAINIER ASPHALT & CONCRETE MERCER ISLAND THRIFT SHOP PARK	P0113300	15517-RET	01/01/2022	7,859.49
00213619	10/21/2022	RAMSAY, JON LEOFF1 Medicare Reimb		NOV2022A	10/01/2022	721.63
00213620	10/21/2022	RELX INC DBA LEXISNEXIS Invoice #1000RVY57 Legal	P0116014	3094077156	09/30/2022	363.33
00213621	10/21/2022	RH2 ENGINEERING INC RESERVOIR PUMP-MOTOR ASSESMENT	P0111663	87371	09/09/2022	3,924.63

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00213622	10/21/2022	RUCKER, MANORD J LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	181.70
00213623	10/21/2022	SCHOENTRUP, WILLIAM LEOFF1 Medicare Reimb		NOV2022A	10/01/2022	1,266.42
00213624	10/21/2022	SECURITY CONTRACTOR SVCS INC. PARKING LOT ENCLOSURE 090922-1	P0115902	0303334-IN	09/14/2022	715.65
00213625	10/21/2022	SMITH, RICHARD LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	220.70
00213626	10/21/2022	SOUND PUBLISHING INC Ntc. 2667837 Recruitment 8/10	P0115959	8076200	08/31/2022	573.96
00213627	10/21/2022	STERICYCLE INC On-call charges/Fire	P0116029	3006191898	09/30/2022	31.08
00213628	10/21/2022	STORER ENTERPRISES INC Training car	P0116031	100422	10/04/2022	880.80
00213629	10/21/2022	SUPERIOR LLC 4 QTR ONESOLUTION MAINT	P0115988	364877	10/05/2022	12,948.22
00213630	10/21/2022	SUPPLY SOURCE INC,THE INVENTORY PURCHASES	P0115978	2202973/22030270	09/29/2022	1,527.75
00213631	10/21/2022	SUTTELL & HAMMER, P.S. PAYROLL EARLY WARRANTS		10.21.22	10/21/2022	883.88
00213632	10/21/2022	SWISSPHONE Pager Repairs	P0115962	SI-309012	09/29/2022	162.49
00213633	10/21/2022	SYSTEMS DESIGN WEST LLC EMS BILLING FOR AUGUST 2022	P0115966	20221988	09/30/2022	1,618.56
00213634	10/21/2022	THOMPSON, JAMES LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	245.90
00213635	10/21/2022	THOMSON REUTERS - WEST Invoice #847178612 Legal	P0116015	847178612	10/04/2022	884.10
00213636	10/21/2022	TRAFFIC SAFETY SUPPLY "NO PARKING THIS STREET TO BE	P0115983	INV053381	10/07/2022	2,079.07
00213637	10/21/2022	VERIZON WIRELESS VERIZON AUG 24- SEPT 23 CPD	P0115973	9916507675	09/23/2022	6,311.83
00213638	10/21/2022	WALLACE, THOMAS LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	183.10
00213639	10/21/2022	WAVE ELECTRICAL LLC ISLAND CREST PARK TENNIS COURT	P0116040	22136	10/12/2022	6,066.51
00213640	10/21/2022	WCMA NWWLA Registration - 2023	P0115958	1045	09/01/2022	1,000.00
00213641	10/21/2022	WEGNER, KEN LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	170.10
00213642	10/21/2022	WHEELER, DENNIS LEOFF1 Medicare Reimb		NOV2022B	10/01/2022	181.70
00213643	10/21/2022	WORKSAFE SERVICE INC, A 2 DRUG TESTS	P0116048	325510	09/30/2022	180.00
00213644	10/21/2022	WSCCCE AFSCME AFL-CIO PAYROLL EARLY WARRANTS		10.21.22	10/21/2022	2,588.60
00213645	10/21/2022	WSDOT AUGUST 2022 PROJECT COSTS SE 2	P0115968	RE41GMB1110R025	09/19/2022	814.63
					Total	806,374.99

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>
EFT Payments	September 2022	\$2,400,181.92

Accounts Payable EFT Report

Item 3.

Date	Description	Optional Text	Dollar Amount
9/1/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 912.75
9/1/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 6.65
9/1/2022	Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 000000000259217	Merchant Fee - MBP.com 1,832.65
9/1/2022	Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 8037460410	Merchant Fee - Boat Launch 528.58
9/2/2022	Preauthorized ACH Debit	DIRECT DEPOSIT BANKCARD 948908660000035	Merchant Fee - Utility Billing 10,946.28
9/2/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee 15.00
9/2/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee 25.00
9/2/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee 30.00
9/2/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL MERCHANT S 8039720340	Merchant Fee - Recreation 2,342.28
9/2/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA MONTH END	Merchant Fee - Utility Billing 10.00
9/2/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 4.75
9/2/2022	Preauthorized ACH Debit	MERCHANT SERVICE MERCH FEES930553411164783	Merchant Fee - Thrift Shop 6,489.48
9/6/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL AFLAC INSURANCE	Employee Withholding - Payroll 477.02
9/6/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee 6.45
9/6/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee 6.45
9/6/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee 6.45
9/6/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee 320.66
9/6/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 10.45
9/6/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE	Employee Withholding - Payroll 190.50
9/6/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE	Employee Withholding - Payroll 1,978.20

Accounts Payable EFT Report

Item 3.

Date	Description	Optional Text	Dollar Amount
9/7/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL INVOICE CLOUD INVOICE CL	Merchant Fee - Thrift Shop 116.80
9/7/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL iStream 4905425	Merchant Fee-EMS Transport 10.00
9/7/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 0.95
9/7/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 1.90
9/7/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 7.60
9/7/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 7.60
9/7/2022	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483290884	Merchant Fee - Recreation 115.85
9/7/2022	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483291882	Merchant Fee - Recreation 345.62
9/7/2022	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483292880	Merchant Fee - Recreation 5.00
9/8/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax <i>Employee (payroll withholding)</i> <i>Employer Portion</i>	Payroll Taxes \$ 151,110.94 \$ 56,078.43 207,189.37
9/8/2022	Outgoing Money Transfer	DIRECT WITHDRAWAL ADP WAGE PAY WAGE PAY	Net Payroll 608,358.78
9/8/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 493.81
9/8/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 53.20
9/9/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 141.10
9/9/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 6.65
9/9/2022	Outgoing Money Transfer	FF Dues	Employee Withholding - Payroll 2,236.56
9/9/2022	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll 35,385.01
9/9/2022	Outgoing Money Transfer	VEBA Contributions	Employee Withholding - Payroll 5,996.74
9/12/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll 1,075.00

Accounts Payable EFT Report

Item 3.

Date	Description	Optional Text		Dollar Amount
9/12/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll	11,716.94
9/12/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	12.35
9/12/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL Vimly Benefit SoAWC <i>Employee (payroll withholding)</i> <i>Employer Portion</i>	Employee Benefits \$ 27,710.46 \$ 166,042.51	193,752.97
9/13/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	3.80
9/13/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	7.60
9/13/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	11.40
9/13/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement	2,051.50
9/14/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	0.95
9/14/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY <i>Employee (payroll withholding)</i> <i>Employer Portion</i>	Remit Retirement \$ 64,019.28 \$ 73,033.27	137,052.55
9/14/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS	Employee Withholding - Payroll	706.03
9/15/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll	258.40
9/15/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	48.45
9/16/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	11.40
9/16/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER	DOL Driver Abstract	13.00
9/19/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL CAYAN HOLDINGS LPAYMENT	Merchant Fee	101.68
9/19/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	40.85
9/20/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	0.95
9/20/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	7.60

Accounts Payable EFT Report

Item 3.

Date	Description	Optional Text	Dollar Amount
9/20/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 9.50
9/21/2022	Outgoing Money Transfer	DIRECT WITHDRAWAL ADP WAGE PAY WAGE PAY	Net Payroll 629,613.91
9/21/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 2.85
9/22/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax <i>Employee (payroll withholding)</i> <i>Employer Portion</i>	Payroll Taxes \$ 161,224.62 \$ 57,824.36 219,048.98
9/22/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 3,696.59
9/22/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - Utility Billing 15.00
9/22/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECTS	Merchant Fee - Utility Billing 709.41
9/22/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 56.05
9/22/2022	Outgoing Money Transfer	Kroger	Food Pantry 9,600.00
9/23/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES	ADP Payroll Services 1,947.14
9/23/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES	ADP Payroll Services 3,637.60
9/23/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll 1,125.00
9/23/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll 11,416.94
9/23/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 10.45
9/23/2022	Outgoing Money Transfer	FF Dues	Employee Withholding - Payroll 2,236.56
9/23/2022	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll 35,460.55
9/23/2022	Outgoing Money Transfer	VEBA Contributions	Employee Withholding - Payroll 5,996.74
9/26/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL Cayan LLC EDI PYMNTS	Merchant Fee 11.90
9/26/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL MERCHANT S 8039720340	Merchant Fee 75.00

Accounts Payable EFT Report

Item 3.

Date	Description	Optional Text	Dollar Amount
9/26/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 15.20
9/27/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 2.85
9/27/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 5.70
9/27/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 6.65
9/27/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS	Employee Withholding - Payroll 706.03
9/28/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 1.90
9/28/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT	Remit Excise Taxes 99,219.46
		<i>Water Fund</i>	\$ 66,637.10
		<i>Sewer Fund</i>	\$ 15,884.67
		<i>Stormwater Fund</i>	\$ 2,858.19
		<i>Thrift Shop</i>	\$ 12,545.60
		<i>General - Other</i>	\$ 1,293.90
9/29/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 567.31
9/29/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 12.35
9/30/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 9.50
9/30/2022	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement 141,479.24
		<i>Employee (payroll withholding)</i>	\$ 66,627.69
		<i>Employer Portion</i>	\$ 74,851.55
			Total \$ 2,400,181.92



CITY COUNCIL MINUTES REGULAR HYBRID MEETING OCTOBER 18, 2022

Item 4.

CALL TO ORDER & ROLL CALL

Mayor Salim Nice called the regular meeting to order at 5:00 pm in the Council Chambers at City Hall, 9611 SE 36th Street, Mercer Island, Washington.

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

PLEDGE OF ALLEGIANCE

The City Council delivered the Pledge of Allegiance.

AGENDA APPROVAL

It was moved by Jacobson; seconded by Weinberg to:

Approve the agenda.

PASSED: 7-0

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

SPECIAL BUSINESS

AB 6170: Mercer Island Sister City Association Art Unveiling and Presentation

Sister City representatives Kirsten Taylor and Jane Brahm presented a brief overview of the history of the Sister City relationship with Thonon-Les-Bains from 2000 through 2022, and about the delegation that traveled to Thonon to commemorate the 20 years of being Sister Cities. Ms. Brahm presented the exchanging of gifts of art the gift to the City from Thonon of the painting 3 Sail Boats on Stormy Lac Lamont by artist Ann Foudral. She also spoke about the City's gift to Thonon of a circular glass sculpture with engravings of water, bridge and mountains designed by Jai Kumaran and Michael Jekubik, and created by Seattle Glassblowing Studio. Ms. Brahm spoke about the adult and youth exchanges that continue to occur between the City and Thonon, and upcoming French events that are hosted by the Sister City Association and open to all.

STUDY SESSION

INTRODUCTION TO JUDGE JEFF GREGORY/MERCER ISLAND MUNICIPAL COURT

Judge Jeff Gregory introduced himself as the municipal court judge for City of Mercer Island. Judge Gregory thanked the Council for their trust in his appointment as the second ever judge for the Mercer Island Municipal Court. He spoke about the steps he has taken and is continuing to take to upgrade Court in procedures and technology to bring the court in line with the other courts in King County and the state. Judge Gregory thanked City Staff for their help and support of the Court, and he thanked the Court staff for being willing to embrace change with enthusiasm, excitement, and support.

City Council asked questions of Judge Gregory and thanked him for the work the Court is doing.

CITY MANAGER REPORT

City Manager Bon reported on the following items:

- **Council, Boards & Commission Meetings Update:** Next City Council meeting is November 1 Hybrid City Council meeting, Arts Council October 19, Open Space Conservancy Trust October 20, and Planning Commission October 26.
- **City Services Updates:** I-90 incident on East Channel bridge, Climate Action Plan Survey is currently underway, host your event at MICEC, 76th mid-block crosswalk is now open, removing unhealthy trees from the City's right of way and at Clarke Beach, MIPD recent trainings, MIPD supporting breast cancer awareness month, MIPD Student Resource Office Barragan and YFS Counselor Chris Harnish featured in MIHS student-produced The Current.
- **Upcoming Events:** Community Conversations series on October 24 and 26, Prescription Drug take back day October 29, Fall Recycling event on October 29, Town Center Trick or Treating, Friday October 28, Pumpkin Walk at Mercerdale, Sunday October 30,
- **News:** MIHS hosted Family night at MICEC

APPEARANCES

Alex Tsimerman, addressed the City Council.

CONSENT AGENDA

AB 6166: October 7, 2022 Payroll Certification

Recommended Action: Approve the October 7, 2022 Payroll Certification (Exhibit 1) in the amount of \$919,134.51 and authorize the Mayor to sign the certification on behalf of the entire City Council.

Certification of Claims:

A. Check Register | 213219-213365 | 9/30/2022 | \$1,727,129.39

B. Check Register | 213366-213448 | 10/7/2022 | \$699,015.06

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

City Council Meeting Minutes of:

September 30, 2022 Special Hybrid Meeting (Executive Session)

October 3, 2022 Special Hybrid Meeting

Recommended Action: Approve the minutes of the September 30, 2022 Special Hybrid Meeting (Executive Session) and October 3, 2022, Special Hybrid Meeting.

It was moved by Rosenbaum; seconded by Anderl to:

Approve the Consent Agenda and the recommended actions contained therein.

PASSED: 7-0

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

REGULAR BUSINESS

AB 6169: Public Hearing: Receive the 2023-2024 Preliminary Budget

Mayor Nice opened the public hearing at 5:51pm.

There being no public comment Mayor Nice closed the public hearing at 5:52pm.

AB 6167: Comprehensive Plan Amendment (Remove Figure TC-1) – First Reading of Ord. No. 22-17

Interim CPD Director Jeff Thomas presented the proposed Comprehensive Plan amendment to remove Figure TC-1 from the Comprehensive Plan. Director Thomas presented the background of the amendment.

He spoke about the direction staff received to amend the Comprehensive Plan, to avoid inconsistencies between the Mercer Island City Code and the Comprehensive Plan, to remove Figure TC-1 when City Council passed Ordinance 22C-09 on June 21, 2022. Director Thomas also presented the Planning Commission review and recommendation to amend the Comprehensive Plan.

It was moved by Weinberg; seconded by Rosenbaum to:

Conduct first reading of Ordinance No. 22-17 and schedule a second reading and adoption on the Consent Agenda on November 1

PASSED: 7-0

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

AB 6168: Update on Outdoor Dining Regulations

CIP Project Manager Sarah Bluvas gave an update on outdoor dining regulations. CIP Project Manager Bluvas provided a background of the interim outdoor dining regulations from 2020 through January 2023. She spoke about the temporary regulations that the Washington State Liquor and Cannabis Board (WSLCB) enacted during the pandemic that allowed businesses to set up and serve alcohol on public property that is not contiguous with their establishment and how this allows right-of-way use permit holders to offer outdoor dining. She spoke about how the WSLCB temporary regulations are set to expire on July 1, 2023. CIP Project Manager Bluvas discussed how staff have paused the work in reaching a permanent solution to evaluate a better path forward for businesses, the staff recommendation to renew the interim regulations through July 1, 2023 through Ordinance No 22C-25, and staff are proposing adding a code amendment to make these regulations permanent to the 2023 docket that will be coming before City Council at a later meeting. She also spoke about the work staff is undertaking to advocate to the WSLCB to reconsider the end of the temporary regulations, and other engagement and outreach to neighboring cities.

City Council asked questions of staff.

It was moved by Jacobson; seconded by Reynolds to:

Schedule a public hearing at an upcoming Council Meeting to renew interim regulations established by Ordinance No. 21C-25

PASSED: 7-0

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

AB 6169: Discussion: Receive the 2023-2024 Preliminary Budget

City Manager Jessi Bon gave a quick look at where City Council is at in the 2023-2024 budget process, the remaining steps, and the goals for tonight.

Finance Director Matt Mornick presented an overview of the budget schedule, an explanation of what is included in Section D "Operating Budget by Department", spoke the workplans and spoke about how a few strategic work items address fiscal needs, support local businesses, and improve/enhance operations including 1 – development of a long-term funding strategy for YFS, 2 – deliver an economic development strategy per the Comprehensive Plan periodic update, and 3 – new systems to improve operations, personnel tracking and financial reporting. Finance Director Mornick discussed the cost allocation study and how it will inform cost recovery, updated agreements with Mercer Island School District to maximize resources, interlocal agreements to ensure full cost of services are recovered, and development of a special revenue fund for Development Services (CPD). Finance Director Mornick presented the staffing levels for 2023–2024 and position vacancies by fund. He discussed the 2023-2024 Capital Improvement Program (CIP), how the CIP program is funded, and the REET budget policy.

Council gave a thumbs up to use \$3.7 million in REET-2 reserves to help fund the Luther Burbank dock and waterfront improvements and to \$1.6 million in ARPA funds for critical public facility improvements.

Finance Director Mornick presented on how the City funds technology.

City Manager Bon presented the budget proposals and presented her recommendation to defer decisions on all General Fund and YFS fund budget proposals until the second quarter of 2023.

City Council discussed the budget.

It was moved by Weinberg; seconded by Reynolds to:

Allocate up to \$10,000 for replacing in 2023 those city-owned gas-powered leaf blowers for a continuation of the city's pilot program for eventually replacing its gas-powered backpack blowers with electronic models that can effectively fulfill the same needs

FAIL 2-5

FOR: 2 (Reynolds and Weinberg)

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

It was moved by Rosenbaum; seconded by Weiker to:

Move to postpone consideration of the General Fund and YFS Fund budget proposals until Q2 2023. Advance the Capital Fund, Street Fund, and Utility Fund budget proposals for discussion and final disposition at the November 1 City Council meeting.

PASSED: 6-1

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

AGAINST: 1 (Weinberg)

It was moved by Weinberg; seconded by Reynolds to:

Include in the budget proposal list for November 1st a reservation of \$50,000 of the unassigned general fund balance – \$15k in 2023 and \$35k in 2024 – for implementing early actions in the Climate Action Plan

FAIL 2-5

FOR: 2 (Reynolds and Weinberg)

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

OTHER BUSINESS

Planning Schedule

City Manager Bon spoke about the next meeting on November 1, about the Joint Meeting with the Mercer Island School Board of Directors on November 3, about the November 15 City Council meeting and about the anticipated last Council meeting of the year on December 6. City Manager Bon will be looking for a motion to cancel the December 20 meeting at a later meeting

Councilmember Absences and Reports

Reynolds will be in Europe for the November 1 meeting but is planning to attend.

Jacobson

- There is an upcoming disability board meeting in November
- Arbor Day event

Weinberg

- October 11 – Economic Development Workgroup Meeting
- October 12 – SCA PIC Meeting
- October 12 – ARCH 30th Anniversary Celebration
- October 13 – K4C Elected Officials Work session
- October 14 – Milestone celebration for the Hope Factory

ADJOURNMENT

The regular Council Meeting adjourned at 7:31pm.

EXECUTIVE SESSION

At 7:45 pm, Mayor Nice convened an Executive Session in the Farside Room at City Hall, 9611 SE 36th Street, Mercer Island, WA and via Microsoft Teams. The Executive Session was to discuss with legal counsel

pending or potential litigation pursuant to RCW 42.30.110(1)(i).

Mayor Nice adjourned the Executive Session at 9:01 pm

Attest:

Salim Nice, Mayor

Andrea Larson, City Clerk



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6172
November 1, 2022
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6172: Comprehensive Plan Amendment (Remove Figure TC-1) – Second Reading and Adoption of Ord. No. 22-17	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <ul style="list-style-type: none"> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Adopt Ordinance No. 22-17 amending the Comprehensive Plan.	

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, Interim CPD Director
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 22-17
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to conduct the second reading of and adopt Ordinance No. 22-17 (Exhibit 1) related to Comprehensive Plan Amendment CPA22-001. This amendment proposes removing *Figure TC-1 - Retail Use Adjacent to Street Frontages* and the associated reference from the Land Use Element of the Mercer Island Comprehensive Plan.

- *Comprehensive Plan, Land Use Element Figure TC-1 - Retail Use Adjacent to Street Frontages* identifies street frontages in the Town Center zone that require certain commercial uses and is identical to *MICC 19.11.020(B) Figure 2*. (Also commonly referred to as the “pink lines” map.)
- The City Council voted to amend MICC 19.11.020(B) on June 21, 2022, including adopting updates to *Figure 2*.
- The Council also directed City staff to prepare an amendment to the Comprehensive Plan to remove *Figure TC-1* from the Land Use Element to ensure consistency with the amendments to MICC 19.11.020(B).
- On October 18, the City Council received the Planning Commission’s recommendation to adopt the proposed amendment and conducted the first reading of Ordinance No. 22-17 ([AB 6167](#)).
- On Tuesday, the City Council will conduct the second reading of Ordinance No. 22-17 and, if desired, adopt the ordinance.

BACKGROUND

Figure TC-1 - Retail Use Adjacent to Street Frontages was inserted into the Land Use Element of the Comprehensive Plan in 2016 as part of the periodic update. The map identifies street frontages in the Town Center zone requiring certain commercial uses and resulted from the 2014-2016 update to the Town Center vision and development standards. When the new Town Center development standards were adopted, an identical map was included in MICC 19.11.020(B) as *Figure 2 - Retail Use Adjacent to Street Frontages* (also known as the “pink lines” map).

On June 21, the City Council adopted Ordinance No. 22C-09 and amended MICC 19.11.020(B) ([AB 6102](#)). The amendment included updates to *Figure 2*, the map that was identical to *Figure TC-1* in the Comprehensive Plan. At the time of ordinance adoption, staff acknowledged that the amendment would create inconsistency between the code and the Comprehensive Plan. The City Council directed staff to prepare a comprehensive plan amendment to remove *Figure TC-1* from the Land Use Element before the development code updates take effect on December 1, 2022.

ISSUE/DISCUSSION

FIRST READING OF ORDINANCE NO. 22-17

On October 18, the City Council received the Planning Commission’s recommendation to adopt the proposed amendment. The proposal includes the following amendments to the Land Use Element, Section V., Land Use Policies, Goal 4:

- Remove *Figure TC-1 - Retail Use Adjacent to Street Frontages*; and
- Strike the associated reference to *Figure TC-1* from Goal 4.2.

After receiving a brief presentation from staff, the Council voted 7-0 to move the ordinance to a second reading. On Tuesday, the Council will conduct the second reading of Ordinance No. 22-17, which, if adopted, would remove *Figure TC-1* and the associated reference from the Comprehensive Plan Land Use Element.

STATE AGENCY NOTICING

The City is required to notify the Washington State Department of Commerce of its intention to adopt an amendment to the Comprehensive Plan and issue a SEPA determination before the amendment can be adopted. Staff notified the Department of Commerce on August 30 and issued a SEPA determination of non-significance on October 17.

NEXT STEPS

If the City Council adopts Ordinance No. 22-17, the ordinance will take effect and be in full force five days after publication.

RECOMMENDED ACTION

Adopt Ordinance No. 22-17 amending the Comprehensive Plan.

**CITY OF MERCER ISLAND
ORDINANCE NO. 22-17**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND AMENDING THE
MERCER ISLAND COMPREHENSIVE PLAN LAND USE ELEMENT TO
REMOVE FIGURE TC-1 RETAIL USE ADJACENT TO STREET FRONTAGES
AND ASSOCIATED REFERENCE; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, in accordance with RCW 36.70A.130, an adopted Comprehensive Plan is subject to continuing evaluation and review; and

WHEREAS, the Land Use Element of the Comprehensive Plan was most recently amended by Ordinance 21-26; and

WHEREAS, on June 2, 2020, the City adopted Ordinance No. 20-12 implementing a six-month moratorium pursuant to RCW 35A.63.220 and RCW 36.70A.390 on the submission of applications for any building permits or any other land use approvals for Major New Construction as defined in Mercer Island City Code (MICC) 19.16.010 for properties located within the Town Center (TC) zone at Mercer Island south of SE 29th Street; and

WHEREAS, on December 1, 2020, the City Council approved Resolution 1594 adding a Comprehensive Plan amendment related to the Town Center moratorium to the Community Planning and Development work plan; and

WHEREAS, on May 17, 2022, the City Council adopted Ordinance 22-03 extending the effective period of Ordinance No. 20-12 after holding a public hearing, to allow the City Council to continue to evaluate potential code amendments to exit the moratorium; and

WHEREAS, on June 21, 2022, the City Council adopted Ordinance No. 22C-09 approving amendments to MICC 19.11.020(B), including amending and renaming Figure 2. Retail Use Adjacent to Street Frontages; and

WHEREAS, Section V. of the Land Use Element of the Comprehensive Plan, Land Use Policies, Town Center, includes Figure TC-1. Retail Use Adjacent to Street Frontages; and

WHEREAS, to create consistency between the Comprehensive Plan and Ordinance No. 22C-09, Figure TC-1 must be removed from the Land Use Element of the Comprehensive Plan; and

WHEREAS, on August 30, 2022, state agencies received notice of Mercer Island's proposed Comprehensive Plan amendment; and

WHEREAS, on October 10, 2022, the City of Mercer Island issued SEPA Threshold Determinations (DNS) for the respective amendment; and

WHEREAS, on August 22, 2022, notice of a Planning Commission public hearing on September 28, 2022, was published in the Mercer Island Reporter; and

WHEREAS, on August 24, 2022, notice of a Planning Commission public hearing on September 28, 2022, was published in the Weekly Permit Bulletin; and

WHEREAS, the City of Mercer Island has met all applicable public notice requirements for said Comprehensive Plan amendment consistent with chapter 19.15 MICC in effect at the time notice was given; and

WHEREAS, the proposed Comprehensive Plan amendment meets the decision criteria established in MICC 19.15.230(F) because the amendment is consistent with the GMA, is consistent with the Comprehensive Plan, and addresses changing circumstances of the city as a whole given the changing nature of commercial development in Town Center that prompted the amendments made by Ordinance 22C-09; and

WHEREAS, on September 28, 2022, the Planning Commission held the required public hearing and recommended approval of the proposed Comprehensive Plan Amendment; and

WHEREAS, on October 18, 2022, the City Council held its first reading of this ordinance; and

WHEREAS, on November 1, 2022, the City Council held its second reading of this ordinance.

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

Section 1. Whereas Clauses Adopted. The “Whereas Clauses” set forth in the recital of this Ordinance are hereby adopted as the preliminary findings and conclusions of the City Council for passing this Ordinance.

Section 2: Comprehensive Plan Land Use Element Section V, Land Use Issues, Town Center, Goal 4. Effective December 1, 2022, Section V of the Land Use Element of the Comprehensive Plan shall be amended as set forth in Exhibit A to this ordinance.

Section 3: 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 4: Publication and Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force five days after the date of publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON NOVEMBER 1, 2022.

CITY OF MERCER ISLAND

Salim Nice, Mayor

ATTEST:

Andrea Larson, City Clerk

APPROVED AS TO FORM

Bio Park, City Attorney

Date of publication:

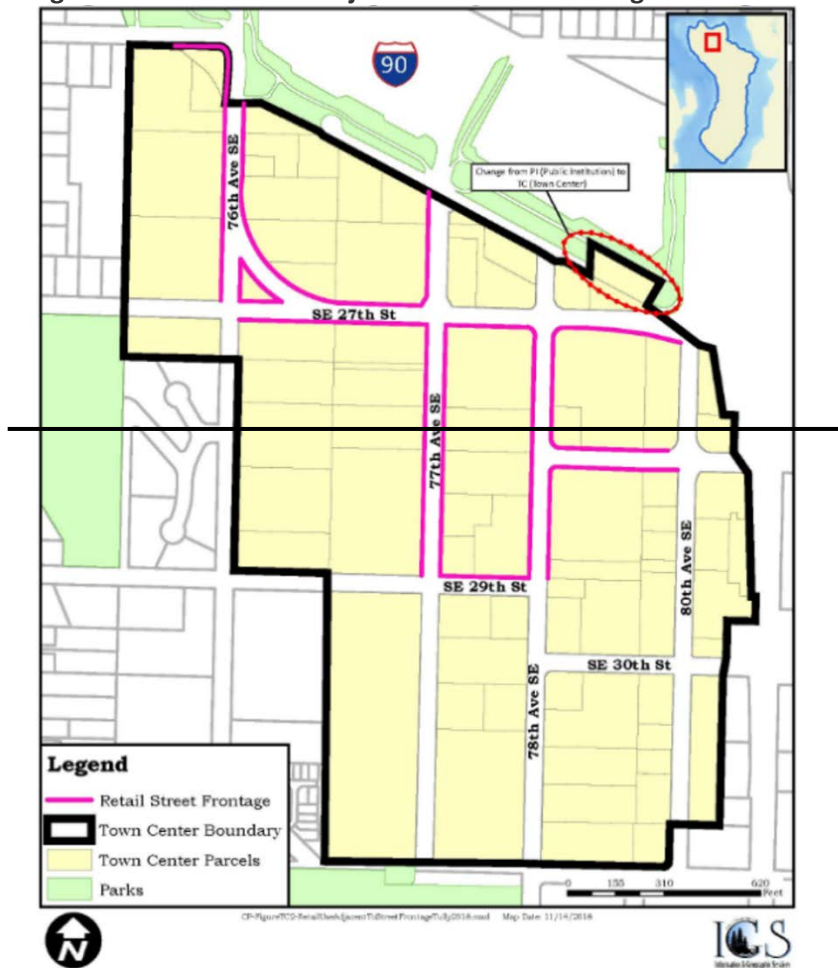
EXHIBIT A**Land Use Element Section V., Land Use Policies, Town Center, is amended as follows:**

GOAL 4: Create an active, pedestrian-friendly, and accessible retail core.

4.1 Street-level retail, office, and service uses should reinforce the pedestrian-oriented circulation system.

4.2 Retail street frontages (Figure TC-1) should be the area where the majority of retail activity is focused. Retail shops and restaurants should be the dominant use, with personal services also encouraged to a more limited extent.

Figure TC-1. Retail Use Adjacent to Street Frontages





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6173
November 1, 2022
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6173: Shop Small Month, Proclamation No. 299	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Proclaim November 2022 as Shop Small Month in the City of Mercer Island.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	City Council
STAFF:	Andrea Larson, City Clerk Jeff Thomas, Interim CPD Director Sarah Bluvas, CIP Project Manager
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Shop Small Month, Proclamation No. 299
CITY COUNCIL PRIORITY:	3. Implement an economic development program.

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to proclaim November 2022 as Shop Small Month in the City of Mercer Island (Exhibit 1).

BACKGROUND

The Shop Small movement gained momentum in 2011 when the United States Senate unanimously passed a resolution to designate the Saturday after Thanksgiving as "Small Business Saturday."

ISSUE/DISCUSSION

In 2021, the City Council issued its first "Small Business Saturday" proclamation to recognize and support the hundreds of small, locally, and independently owned businesses that contribute to the health and vitality of Mercer Island. A study by American Express found that consumers spent \$23.3 billion at independent retailers and restaurants on Small Business Saturday alone in 2021, up from \$19.8 billion in 2020 and \$19.6 billion in 2019. During Shop Small Month, the City will run a social media campaign to encourage Islanders to shop small and local leading up to the holiday season. Staff is also partnering with the Mercer Island Chamber of Commerce, the Mercer Island Visual Arts League, and others to activate Town Center during the Illuminate MI

lights festival through the end of the year. Details about Illuminate MI events will be shared with the community at www.mercerisland.gov/illuminateMI.

RECOMMENDED ACTION

Proclaim November 2022 Shop Small Month in the City of Mercer Island.



City of Mercer Island, Washington

Proclamation

WHEREAS, the City of Mercer Island celebrates our local small businesses and the contributions they make to our local economy and community.

Small businesses create jobs, boost our local economy, and contribute to a Town Center and other areas that are active, vibrant, and healthy.

Mercer Island features more than 200 businesses in Town Center and other business districts that provide a range of goods and services to the community.

The City of Mercer Island wishes to promote economic recovery and growth by encouraging community members to think local first when purchasing goods and services.

NOW, THEREFORE, I, Salim Nice, Mayor of the City of Mercer Island, do hereby proclaim November 2022 as

SHOP SMALL MONTH

APPROVED, this 1st day of NOVEMBER 2022

Mayor Salim Nice

Proclamation No. 299





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6174
November 1, 2022
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6174: Luther Burbank Boiler Building Acceptance of Department of Commerce Grant	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Authorize the City Manager to accept and sign Department of Commerce for Boiler Building Phase 1 Design	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations Paul West, CIP Project Manager
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Boiler Building Phase 1 Design Contract
CITY COUNCIL PRIORITY:	2. Articulate, confirm, and communicate a vision for effective and efficient city services. Stabilize the organization, optimize resources, and develop a long-term plan for fiscal sustainability.

AMOUNT OF EXPENDITURE	\$ n/a
AMOUNT BUDGETED	\$ n/a
APPROPRIATION REQUIRED	\$ 82,450

EXECUTIVE SUMMARY

City staff are seeking authorization to accept a 2022-2023 grant award from the Department of Commerce, Local Government Division.

- In early 2022, the 41st legislative delegation led by Senator Lisa Wellman included a Local and Communities Project request in the Washington State 2021-2022 supplemental budget for the Boiler Building Phase 1. This request was partially funded.
- On March 3, 2022, City Council approved the Luther Burbank Docks and Waterfront Project 30% Design Recommendation ([AB 6021](#)) which coordinated the docks and waterfront project with the Boiler Building project.
- The \$82,450 grant will cover eligible expenses from July 1, 2021 until June 30, 2023 and will partially fund the design of Boiler Building Phase 1.
- Boiler Building Phase 1 design work began in April 2022. It is expected to be completed before the expiration of the grant agreement in June 2023.

BACKGROUND

The 2006 Luther Burbank Park Master Plan identified the 1928 Boiler Building for reuse as a non-motorized watercraft facility. A 2017 study of the Boiler Building established the feasible reuse of the building for this purpose. It also outlined Phase 1 improvements which would stabilize the Boiler Building and renovate the 1974 restroom annex. Improvements include installing a steel reinforcement framework inside the building and the chimney, pinning masonry cladding to the concrete structure, installing a new roof membrane, and providing basic renovations to the restrooms and concession stand. The top ten feet of the 80-foot chimney is unreinforced masonry and is cost-prohibitive to retain and will be removed.

The Boiler Building Stabilization Project is part of the City's 2021-2022 budget. In early 2022, the 41st legislative delegation led by Senator Lisa Wellman included a Local and Communities Project request funding in the Washington State 2021-2022 supplemental budget for the Boiler Building Phase 1. This request was partially funded at \$85,000. The Washington State Department of Commerce administers the grants from this program and has issued its standard agreement (Exhibit 1). The Department of Commerce deducts a 3% administrative fee, resulting in a net grant amount of \$82,450.

ISSUE/DISCUSSION

Partial funding for the stabilization portion of Boiler Building Phase 1 was included in the City's 2021-2022 budget. During the development of the Luther Burbank Park docks design, the Parks and Recreation Commission began to consider a more comprehensive approach to the waterfront. The renovation of the restroom annex was initially part of the waterfront project scope ([AB 5868](#)). At 30% design, it was recombined with the Boiler Building stabilization scope. This packaged all building construction together for more efficient bidding and construction phasing. This approach was supported by City Council at the 30% design phase ([AB 6021](#)).

NEXT STEPS

After receiving authorization to accept this grant, staff anticipates fully executing the grant agreement and submitting invoices for reimbursement starting in late November of 2022. Since this grant straddles two City budget cycles (2021-2022 and 2023-2024), staff also anticipate including unused award funds in the City's budget carryover request at the end of 2022 to be used for completion of the design work in 2023.

Staff expects the project to bid in Q2 2023 and begin construction in Q3 2023, pending adoption of the City's 2023-2024 budget. In anticipation of this, City staff has applied for Washington State Historical Society (WSHS) Heritage Capital Program funding for construction of the Boiler Building Stabilization project ([AB 6049](#)). WSHS has recommended to Governor Inslee this \$513,000 grant as part of a funding package for the Washington State 2023-2024 budget. Staff expect the governor to submit this funding request to the Washington State legislature in December, 2022. If funded, the WSHS grant would become available after July 1, 2023.

RECOMMENDED ACTION

Authorize the City Manager to accept and sign the Department of Commerce Luther Burbank Boiler Building Grant contract (see Exhibit 1) in the amount of \$82,450 to fund the design of the Boiler Building Phase 1 project.



Grant to

City of Mercer Island

through

The Local and Community Project Program

For

Luther Burbank Pk Waterfront Activity Center (Mercer Island)

Start date: July 1, 2021

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FACE SHEET

Grant Number: **23-96643-062**Project Name: **Luther Burbank Pk Waterfront Activity Center (Mercer Island)**

**Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit**

1. GRANTEE City of Mercer Island 9611 SE 36TH ST Mercer Island, WA 98040-3732		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Paul West, CIP Project Manager (206) 677-1028 Paul.West@mercergov.org		4. COMMERCE Representative Mara Isaacson, Grant Manager PO Box 42525, Olympia, WA 98504 (360) 742-7665 mara.isaacson@commerce.wa.gov	
5. Grant Amount \$82,450.00	6. Funding Source Federal: State:X Other: N/A:	7. Start Date July 1, 2021	8. End Date June 30, 2025, contingent on reappropriation; June 30, 2023 if funds are not reappropriated.
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # N/A	11. SWV # SWV0032386-00	12. UBI # 179019640	13. DUNS # 056307697
14. Grant Purpose The purpose of this performance-based Grant Agreement is to provide funding for a legislatively approved project that furthers the goals and objectives of the Local and Community Project Program as described in Attachment A – Scope of Work (the “Project”).			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “D” – Certification of Intent to Enter LEED Process.			
FOR GRANTEE		FOR COMMERCE	
Signature		Mark K. Barkley, Assistant Director Local Government Division	
Print Name		Date	
Title		APPROVED AS TO FORM	
Date		Steve Scheele, Assistant Attorney General	
		6/15/2022 Date	

DECLARATIONS

GRANTEE INFORMATION

GRANTEE Name:	City of Mercer Island
Grant Number:	23-96643-062
State Wide Vendor Number:	SWV0032386-00

PROJECT INFORMATION

Project Name:	Luther Burbank Pk Waterfront Activity Center (Mercer Island)
Project City:	Mercer Island
Project State:	Washington
Project Zip Code:	98040-3732

GRANT AGREEMENT INFORMATION

Grant Amount:	\$82,450.00
Appropriation Number:	SSB 5651 SL Section 1026 (2022 Regular Session)
Re-appropriation Number (if applicable):	N/A
Grant End Date:	June 30, 2025, contingent on reappropriation; June 30, 2023, if funds are not reappropriated.
Biennium:	2021-2023
Biennium Close Date:	June 30, 2023

PROJECT PURPOSE

Design the Luther Burbank park waterfront activity center.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Grant End Date: In the event funds for the project are reappropriated, the contract end date will be extended pursuant to the reappropriation and consistent with Special Term and Condition 19. Depending on the reappropriation, a contract amendment may be required.

ADDITIONAL RECITALS

Whereas, the Project is one component of a larger multiphase project, which will result in the completion of the Luther Burbank park waterfront activity center, including the construction of a viewing platform/outdoor classroom, stabilization of the steam plant, and renovation of the restrooms and concession stand.

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local and Community Project Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. **GRANT MANAGEMENT**

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

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

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

2. **COMPENSATION**

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. **CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this Grant Agreement.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.
- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

4. **PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. **DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. **Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant as set forth on the Face Sheet, hereof.
- B. **Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. **Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. **Covenant.** If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this grant contract, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period
- E. **Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. **BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State

commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the Grantee shall be made on a reimbursement basis only. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.
- F. Other costs authorized through the legislation.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Section 19, hereof.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

9. SUBCONTRACTOR DATA COLLECTION

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

10. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT

The GRANTEE shall complete a Certified Project Completion Report when activities identified in the SCOPE OF WORK shown on Attachment A are complete.

The GRANTEE shall provide the following information to COMMERCE:

- A. A certified statement that the Project, as described in the SCOPE OF WORK shown on Attachment A, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK shown on Attachment A.
- C. Certification that all costs associated with the Project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Grant work is performed.
- D. A final voucher for the remaining eligible funds, including any required documentation.

The GRANTEE will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the Grant Amount.

11. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

B. Additional Insurance Requirements During the Term of the Grant

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability related to this Grant but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

Professional Liability, Errors and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. Fidelity Insurance coverage shall be maintained in full force and effect during the term of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

Professional Liability, Errors and Omissions Insurance. The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

12. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

13. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 50 (Recapture provision).

16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 50 (Recapture Provision).

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance

with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

21. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

The “Copyright Provisions”, Section 36 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

22. FRAUD AND OTHER LOSS REPORTING

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

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 34, COMMERCE is a public agency subject to the Public Records Act, Chapter 42.56 RCW (the “PRA”). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an “other statute” exempts such records from production. This Agreement is not intended to alter COMMERCE’s obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 34, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

24. **DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant" and "Agreement" and "Contract" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.

25. **ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

26. **ADVANCE PAYMENTS PROHIBITED**

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

27. **ALL WRITINGS CONTAINED HEREIN**

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

28. **AMENDMENTS**

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

29. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

30. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

31. ATTORNEYS’ FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney’s fees and costs.

32. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE’s records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE’s fiscal year(s) by sending a scanned copy to comacctooffice@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

33. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

34. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

35. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and

execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

36. COPYRIGHT PROVISIONS

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

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

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

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

37. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

38. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

39. GOVERNING LAW AND VENUE

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

40. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

41. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

42. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

43. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

44. LICENSING, ACCREDITATION AND REGISTRATION

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

45. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

46. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

47. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

48. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

49. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

50. RECAPTURE

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

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

51. RECORDS MAINTENANCE

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

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

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

52. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

53. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

54. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice

requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

55. SEVERABILITY

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

56. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

57. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

58. SURVIVAL

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

59. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

60. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience"

if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

61. TERMINATION FOR CONVENIENCE

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

62. TERMINATION PROCEDURES

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

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

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

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

63. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

64. WAIVER

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

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant will be used for capital expenditures to complete Phase 1 Design for the Luther Burbank Park Waterfront Activity Center, which will ultimately allow for year round access and expanded boating programs, including youth camps, classes and rentals, and shoreline and boating access for the general public. Activities for Phase 1 will include completion of plans, specifications, permits, and bid materials for the construction of a viewing platform/outdoor classroom, stabilization of the steam plant, and renovation of the restrooms and concession stand.

The location of the project is 2040 84th Ave SE, Mercer Island, WA 98040

Project activities will include and not be limited to:

- Design

This project began in April 2022 and is expected to be complete by June 2023.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	\$82,450.00
Other Grants		
Grant #1		\$
Total Other Grants		\$0.00
Other Loans		
Loan #1		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1	City of Mercer Island Capital Improvement Fund, Real Estate Excise Tax	\$113,450.00
Total Local Revenue		\$113,450.00
Other Funds		
Source #1		\$
Total Other Funds		\$0.00
Total Project Funding		\$195,900.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE

ATTACHMENT C- CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

 GRANTEE

 TITLE

 DATE

ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

IF EXEMPT: DO NOT SIGN

GRANTEE

TITLE

DATE



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6175
November 1, 2022
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6175: Sunset Hwy and 77th Ave SE Improvements Bid Award	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Award the Sunset Hwy and 77th Ave SE Improvements construction contract to Active Construction Inc.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations Clint Morris, Capital Division Manager Lia Klein, Transportation Engineer
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Project Location Map 2. Intersection Design Concept
CITY COUNCIL PRIORITY:	n/a

AMOUNT OF EXPENDITURE	\$ 1,594,568
AMOUNT BUDGETED	\$ 600,000
APPROPRIATION REQUIRED	\$ 994,568

EXECUTIVE SUMMARY

The purpose of this agenda bill is to award a public works contract for the construction of the Sunset Hwy and 77th Ave SE Intersection Improvements.

- This project will construct a raised intersection with flashing crosswalk beacons ("RRFBs") at the north and south crosswalks, pedestrian medians, and ADA curb ramps.
- Nine bids were received, and the low construction bid is \$1,181,181.00.
- This work is included in the 2021-2022 Capital Budget and is funded from the East Link Mitigation funds.
- Estimated project expenditures are higher than the \$600,000 allocated budget, so an appropriation of \$994,568 is requested from the East Link Mitigation funds.
- Construction will occur from January to June of 2023.

BACKGROUND

The Sunset Hwy and 77th Ave SE Intersection Improvements project was included in the Transportation Improvement Program ("TIP") since 2020 as one of several East Link Traffic Safety/Mitigation projects. The project is located at the intersection of Sunset Hwy and 77th Ave SE, immediately adjacent to the future East

Link light rail station (Exhibit 1). The I-90 trail crosses 77th Ave SE on the north leg of the intersection. The project was identified to enhance pedestrian safety at the major crossings connecting walking and bicycle routes between the East Link station, I-90 Trail, and the Mercer Island Town Center.

Project design began in October 2021. Final plans, specifications, cost estimates, and WSDOT approvals were completed in May 2022 and the project was first advertised for bids in June 2022. Only two contractor bids were received, with a low bid of \$1,213,270. City engineering staff made the decision to reject all bids with the goal of re-advertising later in 2022 to attract more bidders, provide a wider construction window, avoid current material delays facing the regional construction industry (concrete strike, supply chain issues, etc.), and allow time for substantial completion of the adjacent Sound Transit roundabout construction on North Mercer Way before beginning construction of the project.

The design was modified in August 2022 to include a longer lasting concrete pavement intersection and a short water main extension to avoid future excavation in the intersection. The project was advertised for a second time in late September 2022. Nine bids were received, and the construction contract is ready to award.

ISSUE/DISCUSSION

PROJECT DESCRIPTION

The project scope includes construction of a raised concrete intersection with ADA ramps, sidewalks, curb and gutter, new pedestrian refuge medians, and new rapid rectangular flashing beacons (RRFBs) at the north and south crosswalks. The raised intersection will provide traffic calming and RRFBs will improve pedestrian crossings in anticipation of increases in traffic and pedestrian activity in the area once the light rail station opens.

Other work includes signing, striping, illumination upgrades, stormwater modifications, and a watermain extension. At the completion of design, the total construction cost was estimated to be \$1,246,439.70. As the project limits fall almost entirely in WSDOT right-of-way, the design and traffic control plan were reviewed and approved by WSDOT NW Region staff. The intersection design concept is shown in Exhibit 2.

BID RESULTS

Nine construction bids were received on October 13, 2022. The lowest bid was from Active Construction, Inc. for \$1,181,181.00, which is approximately \$65,000 below the engineer's estimate. The following table shows the bid results.

SUNSET HWY and 77TH AVE SE INTERSECTION IMPROVEMENTS BID SUMMARY	
Engineers Estimate	\$1,246,439.70
COMPANY NAME	BID AMOUNT
Active Construction, Inc.	\$1,181,181.00
RW Scott Construction	\$1,209,041.40
Kamins Construction, Inc.	\$1,371,793.85
Fury Site Works, Inc.	\$1,374,655.38
Gary Merlino Construction Co., Inc.	\$1,451,474.00
NPM Construction Co.	\$1,532,546.50
Laser Underground and Earthworks, Inc.	\$1,569,350.00
Road Construction Northwest, Inc.	\$1,796,400.00
Ceccanti, Inc.	\$1,800,090.00

The apparent low bidder, Active Construction, Inc. from Tacoma, has successfully completed numerous pedestrian and roadway improvement projects for the cities of Issaquah, Bellevue, Bremerton, Federal Way, Gig Harbor, and Kent in recent years.

A review of the Labor and Industries (L&I) website confirms Active Construction, Inc is a contractor in good standing with no license violations, outstanding lawsuits, or L&I tax debt. Based on review of Active Construction, Inc's bid submittal and reference checks, staff has determined that Active Construction is the lowest responsive bidder for this project and staff recommends awarding the Sunset Hwy and 77th Ave SE Intersection Improvements construction contract to Active Construction, Inc.

PROJECT BUDGET

Adding amounts for construction contingency, design, construction inspection, and project management brings the total estimated project cost to \$1,594,568. Historically, a 10% contingency has been used for City road construction projects. Project costs are summarized in the following table.

22-32 SUNSET HWY and 77TH AVE SE INTERSECTION IMPROVEMENTS PROJECT BUDGET	
Construction Contract	\$1,181,181
Construction Contingency @ 10%	\$118,118
Construction Services (Management/Inspection)	\$248,457
Contract Administration / Project Management	\$30,000
WSDOT Coordination	\$5,000
1% for the Arts	\$11,812
Total Project Cost	\$1,594,568.00
East Link Mitigation Funding	\$600,000.00
Total Budget Allocated for Project	\$600,000.00
Budget Remaining	-\$994,568.00
Budget Appropriation Needed	\$994,568.00

The budget for this project was allocated in the 2020-2025 TIP process and totaled \$600,000. This was budgeted from the East Link Traffic Safety Enhancement Mitigation funds. Since creation of the original cost estimation for this project in 2020, the project was enhanced as the design progressed with a focus on safety, traffic calming, longevity of pavement, and reduction of the need to dig up the intersection in the future for utility improvements.

Additionally, the construction industry has experienced significant changes. Contractors around the Puget Sound region are seeing escalation in material costs in the magnitude of 15% since August 2021, and sometimes even greater, depending on the specific material. Inflation, oil prices, labor shortages, and volatility in material pricing has created a dramatically different construction environment than when the project was initially created.

Construction services will be provided by the design consultant, providing them with extensive background knowledge and familiarity with the design. These services include on-site inspection, documentation, and coordination throughout the duration of the project. Design of the project was completed by KPG Psomas Inc.

NEXT STEPS

Staff recommends authorizing the City Manager to execute a contract with Active Construction., Inc. a Washington-based company, for the construction of the Sunset Hwy and 77th Ave SE Intersection Improvements project, appropriating \$994,568 from the East Link Mitigation fund balance, and setting the total project budget at \$1,594,568.

Construction activities on the Sunset Hwy and 77th Ave SE Intersection Improvements project are tentatively scheduled to begin in January 2023. Road work at the intersection will occur primarily between January and June. The construction contract is required to be substantially completed by July 2023, prior to Summer Celebration.

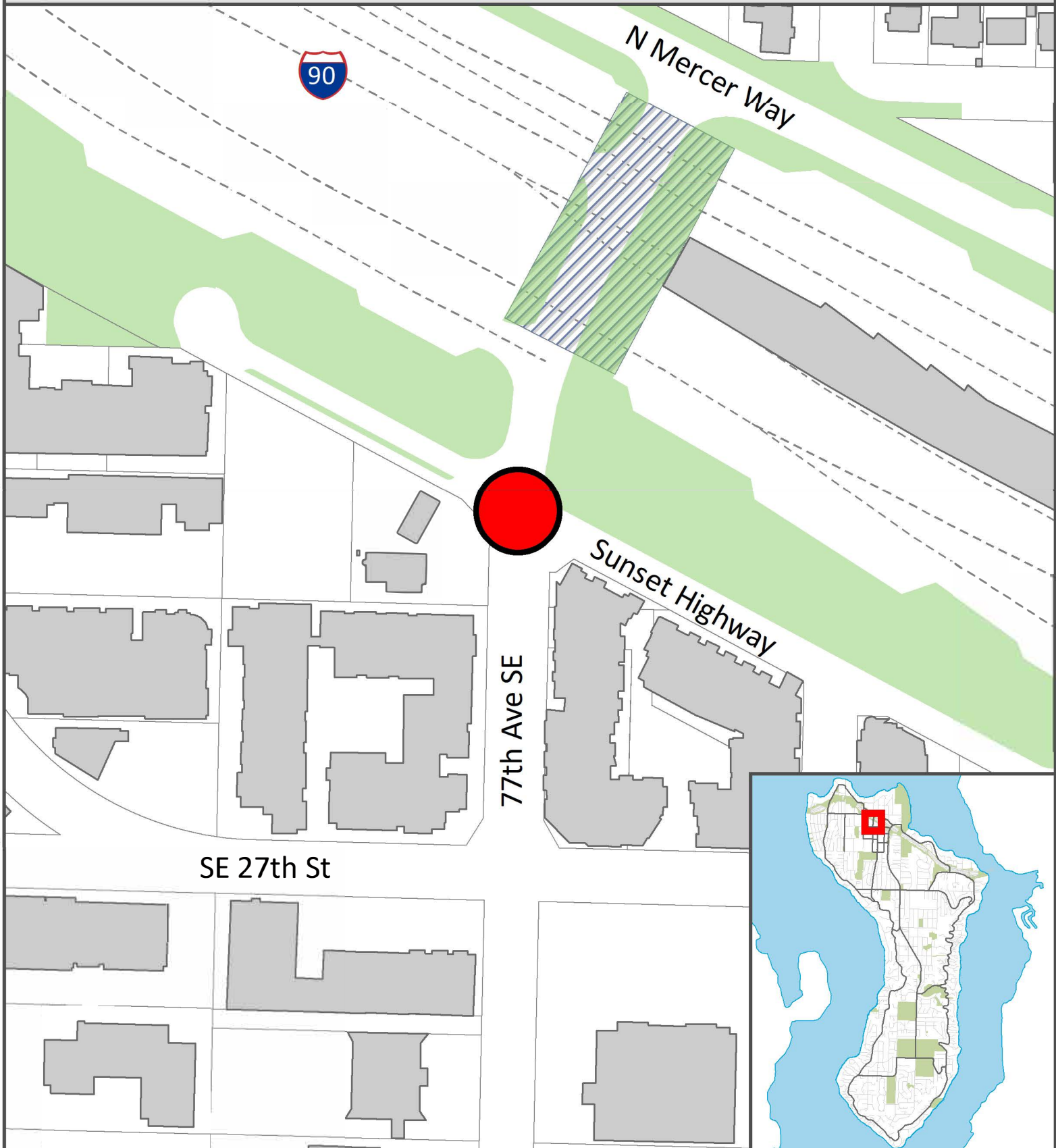
RECOMMENDED ACTION

Staff recommends the City Council:

1. Award Bid #22-32 to Active Construction, Inc., for the construction of the Sunset Hwy and 77th Ave SE Intersection Improvement project.
2. Authorize the City Manager to execute a contract with Active Construction, Inc. in an amount not to exceed \$1,181,181
3. Appropriate \$994,568.00 from the East Link Mitigation funds for the Sunset Hwy and 77th Ave SE Intersection Improvements project.

SP0120 - City of Mercer Island Sunset Highway & 77th Ave SE Improvements

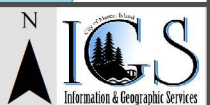
Item 8.



Buildings
99 Parcels

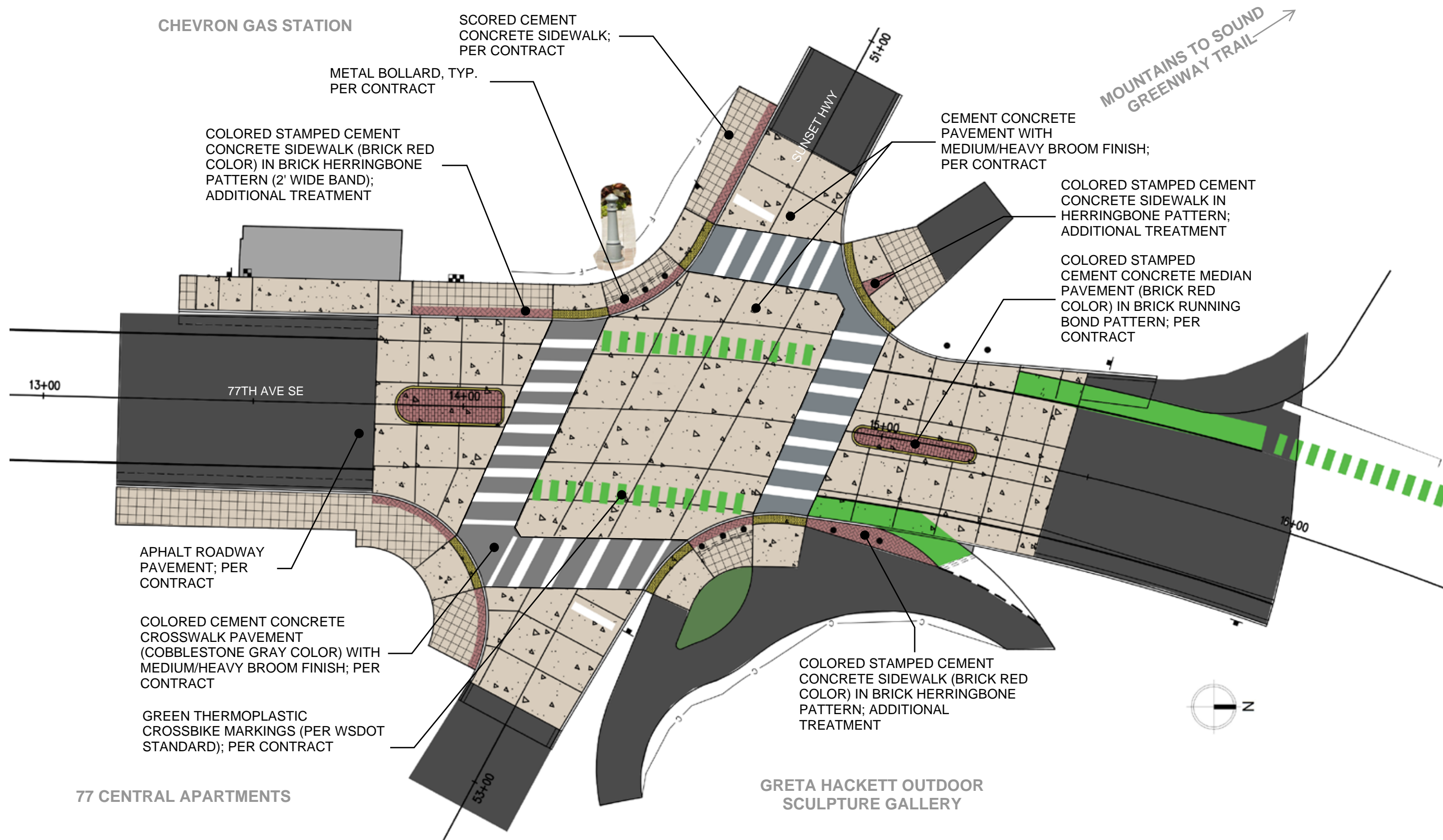
Interstate (I-90)
Overpass

Parks
Project Location



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

Map Date: 5/12/2021
2021 Sunset Hwy & 77th.mxd



77TH AVE SE & SUNSET HWY SE
INTERSECTION IMPROVEMENTS

OCTOBER 24, 2022



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6176
November 1, 2022
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6176: Resolution No. 1634 to Apply for RCO Grant Funding for Luther Burbank Park Dock Reconfiguration Construction Project	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
RECOMMENDED ACTION:	Adopt Resolution No. 1634.	

DEPARTMENT:	Public Works		
STAFF:	Jason Kintner, Chief of Operations Patrick Yamashita, Deputy Public Works Director Paul West, CIP Project Manager		
COUNCIL LIAISON:	n/a		
EXHIBITS:	1. Resolution No. 1634 2. Project plan sheet 3. Luther Burbank Park Land Ownership Map		
CITY COUNCIL PRIORITY:	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.		

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

EXECUTIVE SUMMARY

This agenda bill seeks City Council approval to apply for a \$1 M grant for the Luther Burbank Park Dock Reconfiguration Construction Project from the Washington State Recreation and Conservation Office's ("RCO") Boating Facilities Program ("BFP"). The agenda bill includes:

- A summary of prior City Council agenda bills and actions related to this project.
- An overview of the grant program and the potential funding opportunity.
- The property control requirements specific to this grant program.
- A budget summary and commitments if the grant applications are successful.
- The total preliminary budget for the entire Luther Burbank Park waterfront renovation is \$7.5 M, of which \$4 M is projected to come from grants.

PRIOR CITY COUNCIL CONSIDERATION:

[AB 5486](#) Resolution to Support an RCO Grant Application for Planning and Design of the Future Configuration of the Docks at Luther Burbank Park on October 16, 2018.

[AB 5692](#) Resolution Authorizing an RCO Grant Application for Pier Renovation at Luther Burbank Park on June 16, 2020.

- [AB 5868](#) Luther Burbank Park Docks and Adjacent Waterfront Concept Design Recommendation on May 18, 2021.
- [AB 6021](#) Luther Burbank Docks and Waterfront Project 30% Design Recommendation on March 1, 2022.
- [AB 6048](#) Resolution to Apply for RCO ALEA, WWRP and LWCF grant funding programs for Luther Burbank Park Waterfront Renovation and Upgrades on May 3, 2022.
- [AB 6049](#) Resolution to Apply for Washington State Historical Society Heritage Capital Funding for Luther Burbank Boiler Building Phase 1 Project on April 5, 2022.

BACKGROUND

On March 1, 2022 the City Council directed staff to move forward with a comprehensive renovation of the Luther Burbank Park waterfront ([AB 6021](#)).

OVERVIEW OF THE GRANT

Created in 1964, the Boating Facilities Program (“BFP”) provides grants to acquire, develop, and renovate facilities for motorized boats and other watercraft. The current Luther Burbank docks were constructed with BFP funds in 1974. The design of the dock reconfiguration has been partially funded by a 2019 BFP grant of \$173,000. The program funding limit is \$1 M.

The program has a 25% local agency match requirement, and increased matching funds gains a higher ranking for the project in the final evaluation. Requirements of the grant are specific. For this project, the grant funding is only applicable to the reconfiguration and replacement of the docks and renovation of the adjacent waterfront area. Other grant opportunities will be evaluated and pursued for the remaining elements of the Luther Burbank Park Waterfront renovation project.

ISSUE/DISCUSSION

The total estimated costs for the full renovation of the LBP waterfront project is \$7.5 M. This specific element of the project, the reconfiguration and renovation of the adjacent waterfront area is estimated to cost \$2.6 M. Staff is requesting City Council approval of a resolution to apply for a Boating Facilities Program (“BFP”) grant (see Exhibit 1). The grant request is \$1 M which is the program funding limit.

PROPOSED PROJECT SCOPE FOR RECONFIGURATION AND RENOVATION OF THE WATERFRONT

Work covered in this grant includes the following elements:

- Demolition of existing fixed piers
- A new floating dock with finger floats for small powerboats that provides wave protection to boaters
- New regulatory buoys to reduce boat speeds and separate boating uses
- A new gangway for ADA access

Exhibit 2 provides a plan view of these elements. The new dock system will also provide wave protection for the planned non-motorized dock. The cost of the wave attenuation function will be prorated between these two elements for grant funding purposes.

GRANT PROGRAM PROPERTY CONTROL AND TENURE REQUIREMENTS

Most of the Luther Burbank project is located on Washington State Department of Natural Resources (DNR) shorelands. A small portion along the western edge is located on the City-owned portion of the park. See Exhibit 3 for a diagram of property ownership.

The City leases the DNR shorelands for public access. The BFP grant program requires a 25-year ownership commitment, which begins upon completion of the project. The City's current aquatic lands lease expires in 24 years (in 2046), which does not meet the "control and tenure" requirements of this grant program. DNR has expressed support for this project and indicated they will work with the City to issue a new lease to meet the grant's 25-year requirement.

BUDGET

The total estimated cost for the scope of work described above is \$2.6 M. The maximum funding per BFP grant is \$1 M. The City's preliminary 2023-2024 budget includes \$1.6 M in matching funds within the capital improvement program (see capital project PA0122)..

RESOLUTION

RCO requires City Council authorization by resolution (see Exhibit 1) to accompany each grant application. The language in the body of the resolution is verbatim as requested by RCO and includes the following provisions:

- Authorize various positions in City staff to serve in specific roles on behalf of the City for this grant application.
- Acknowledge the conditions included in a future grant agreement between the City of Mercer Island and RCO.
- Acknowledge the timing for certifying the availability of matching funds.
- Acknowledge that part of the property not owned by the City, but developed as part of the grant award, must be dedicated for the purposes of the grant.

NEXT STEPS

Staff has completed the initial grant application. This resolution will be submitted to RCO upon City Council approval. Final grant application will be due in January 2023. Project rankings for the grant program will be made public in February 2023. If awarded, funding will become available in July 2023 in the new Washington State fiscal year.

RECOMMENDED ACTION

Adopt Resolution No. 1634 authorizing staff to submit grant applications for the Luther Burbank Dock Reconfiguration Construction project.

**CITY OF MERCER ISLAND
RESOLUTION NO. 1634**

**A RESOLUTION AUTHORIZING APPLICATION TO THE WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE FOR THE LUTHER BURBANK
PARK DOCK RECONFIGURATION CONSTRUCTION PROJECT
GRANT PROJECT 22-2033D**

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, the City of Mercer Island owns and operates the docks, restrooms, and other amenities at the central waterfront in Luther Burbank Park to provide the public with shoreline access and lake-based recreation; and

WHEREAS, these amenities were constructed in 1974 with a Washington State grant through the Interagency Committee on Outdoor Recreation, predecessor to the Recreation and Conservation Office (Office); and

WHEREAS, the public has enjoyed this destination for almost fifty years; and

WHEREAS, the 2006 Luther Burbank Park Master Plan envisions the waterfront being renovated for current uses with additional improvements for a wide variety of lakefront recreational opportunities including motorized boating; and

WHEREAS, the City has completed a two-year planning effort with extensive public involvement that will comprehensively renovate the fifty-year-old waterfront complex, including replacement of the fixed pier dock with a floating dock that better serves small powerboats; and

WHEREAS, Luther Burbank Park's size, location and unique natural setting attract boaters from across the region that includes Seattle, Bellevue, and the eastside of Lake Washington; and

WHEREAS, the total cost for the construction of the project is estimated at 7.5 million dollars; and

WHEREAS, the Recreation and Conservation Office administers Washington State funding through the Boating Facilities Program that is intended to support boating facilities for powerboats under 26 feet in length; and

WHEREAS, this grant program can reimburse 75 percent of the project's qualifying costs, up to the grant programs' limit amounts; and

WHEREAS, the portion of the project that replaces the fixed pier dock with a floating dock is estimated to cost 2.6 million dollars and could compete for these grant programs; and

WHEREAS, the completed project would meet the identified needs of the Mercer Island community and the region for a wide range of high-quality lakefront recreational experiences; and

WHEREAS, grant assistance is requested by the City of Mercer Island to aid in financing the cost of the projects referenced above.

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

Authorization to Apply for a Boating Facilities Program Grant.

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Chief of Operations
Project contact (day-to-day administering of the grant and communicating with the RCO)	CIP Project Manager
RCO Grant Agreement (Agreement)	City Manager
Agreement amendments	Chief of Operations
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	City Manager

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the Office to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the

Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
12. Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
13. Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
14. This resolution/authorization is deemed to be part of the formal grant application to the Office.
15. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises, and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 1ST DAY OF NOVEMBER, 2022.

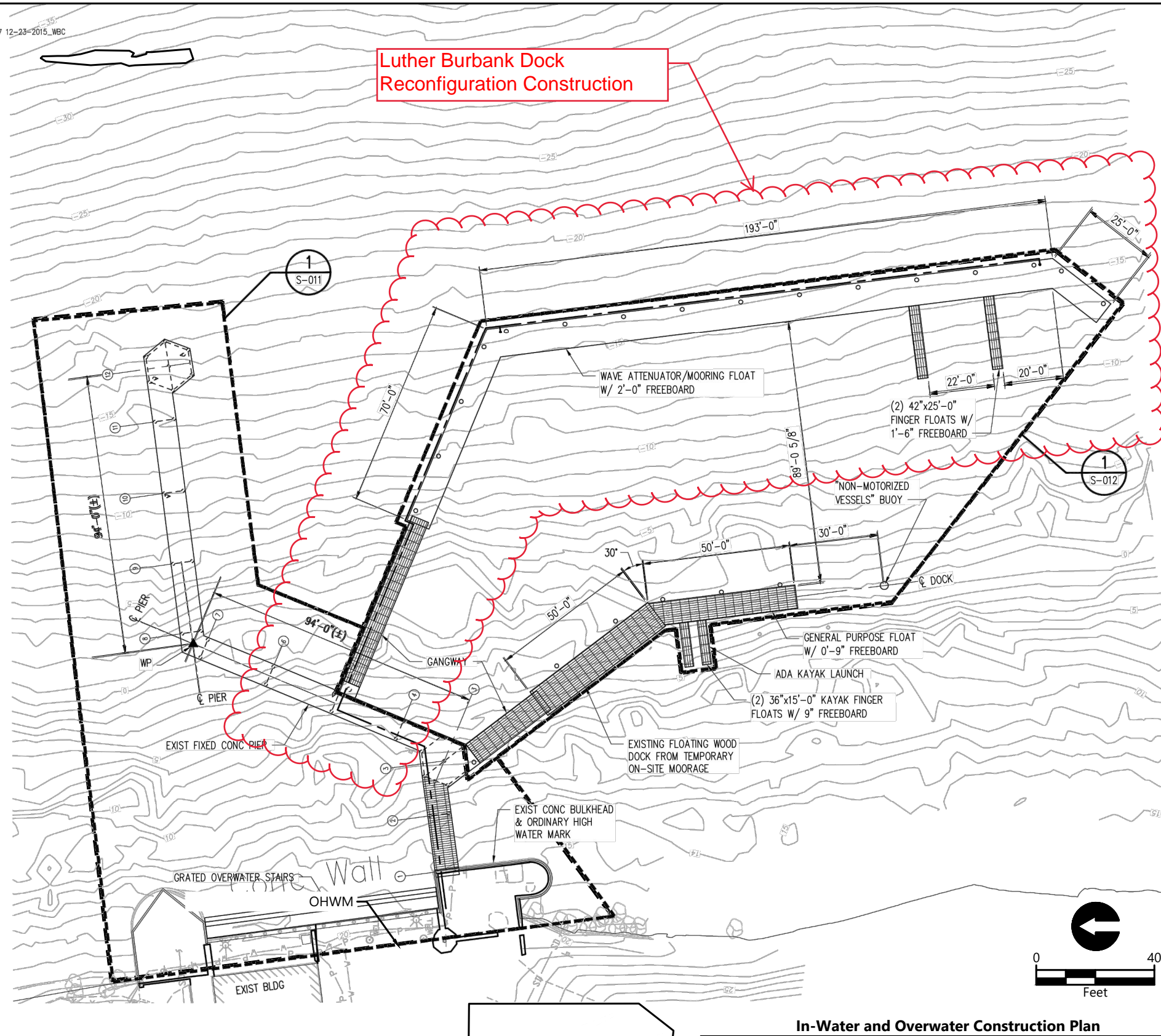
CITY OF MERCER ISLAND

Salim Nice, Mayor

ATTEST:

Andrea Larson, City Clerk

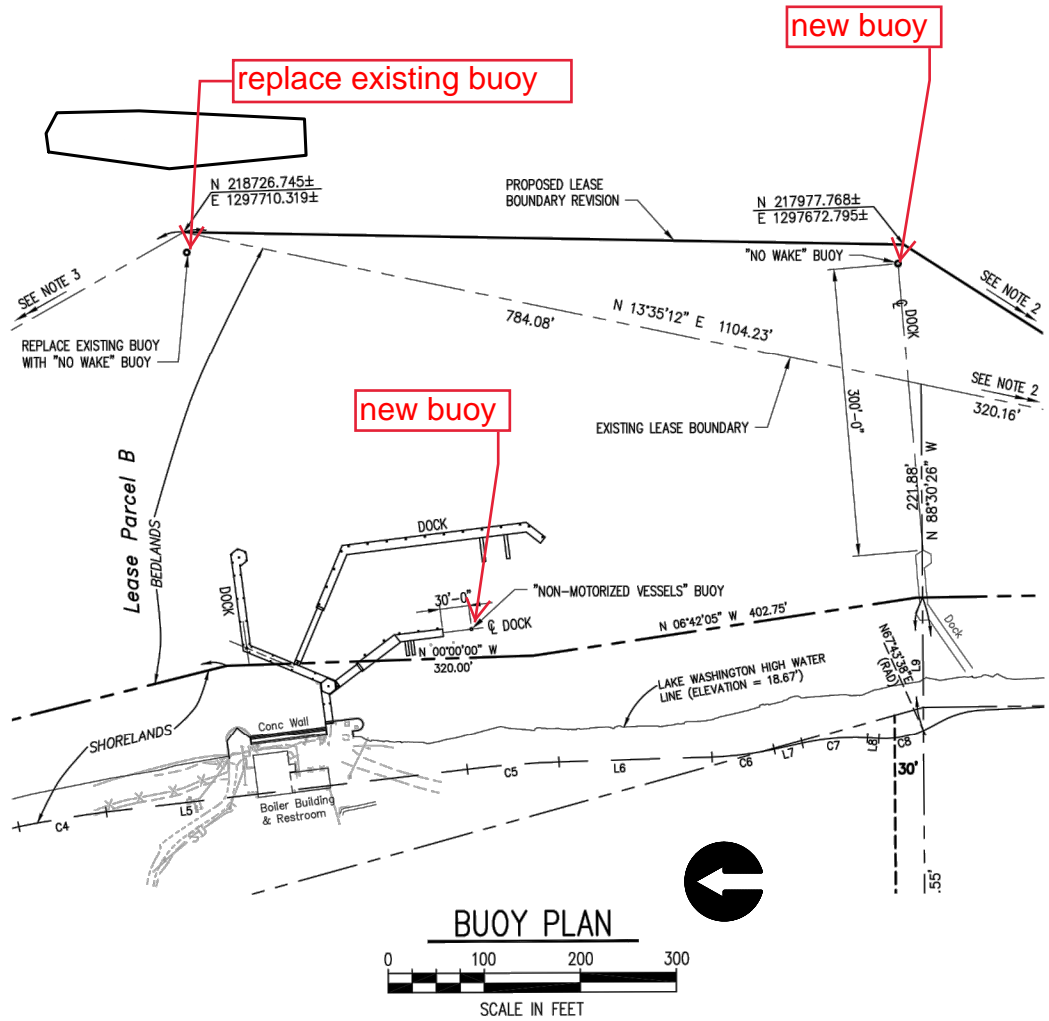
K:\Projects\0159-KPFF Consulting Engineers\Mercer Island Luther Burbank Dock Repair\Permit\0159-IP-In-Water Plandwg 7
22 4:14pm CWee
107



Luther Burbank Dock
Reconfiguration Construction

NOTES:

1. PROPOSED IMPROVEMENTS OVERWATER COVERAGE: ±4425 SF.
2. EXTENDS TO EXISTING BOUNDARY CORNER AT N 217653.411, E 1297450.919.
3. EXTENDS TO EXISTING BOUNDARY CORNER AT N 220320.192, E 1296873.931.



Item 9.

In-Water and Overwater Construction Plan

REFERENCE #: X

APPLICANT: CITY OF MERCER ISLAND

LOCATION: 2040 84TH AVENUE SE,
MERCER ISLAND, WA 98040

ADJACENT PROPERTY OWNERS:
1 - CITY OF MERCER ISLAND, PARCELS 0724059054,
0124049018, 0124049002

NAME: LUTHER BURBANK WATERFRONT IMPROVEMENTS
PROJECT

PROPOSED: REPAIR AND REPLACE DOCK STRUCTURES

PURPOSE: IMPROVE PUBLIC ACCESS AND RECREATIONAL USES

HORIZONTAL DATUM: WASHINGTON STATE PLANE, NORTH
ZONE, NAD83

VERTICAL DATUM: NAVD88

LATITUDE: 47.591034 N
LONGITUDE: -122.224481 W
S-T-R: 6-25N-5E

IN: LAKE WASHINGTON
NEAR/AT: MERCER ISLAND
COUNTY: KING
STATE: WASHINGTON

DATE: AUGUST 2022

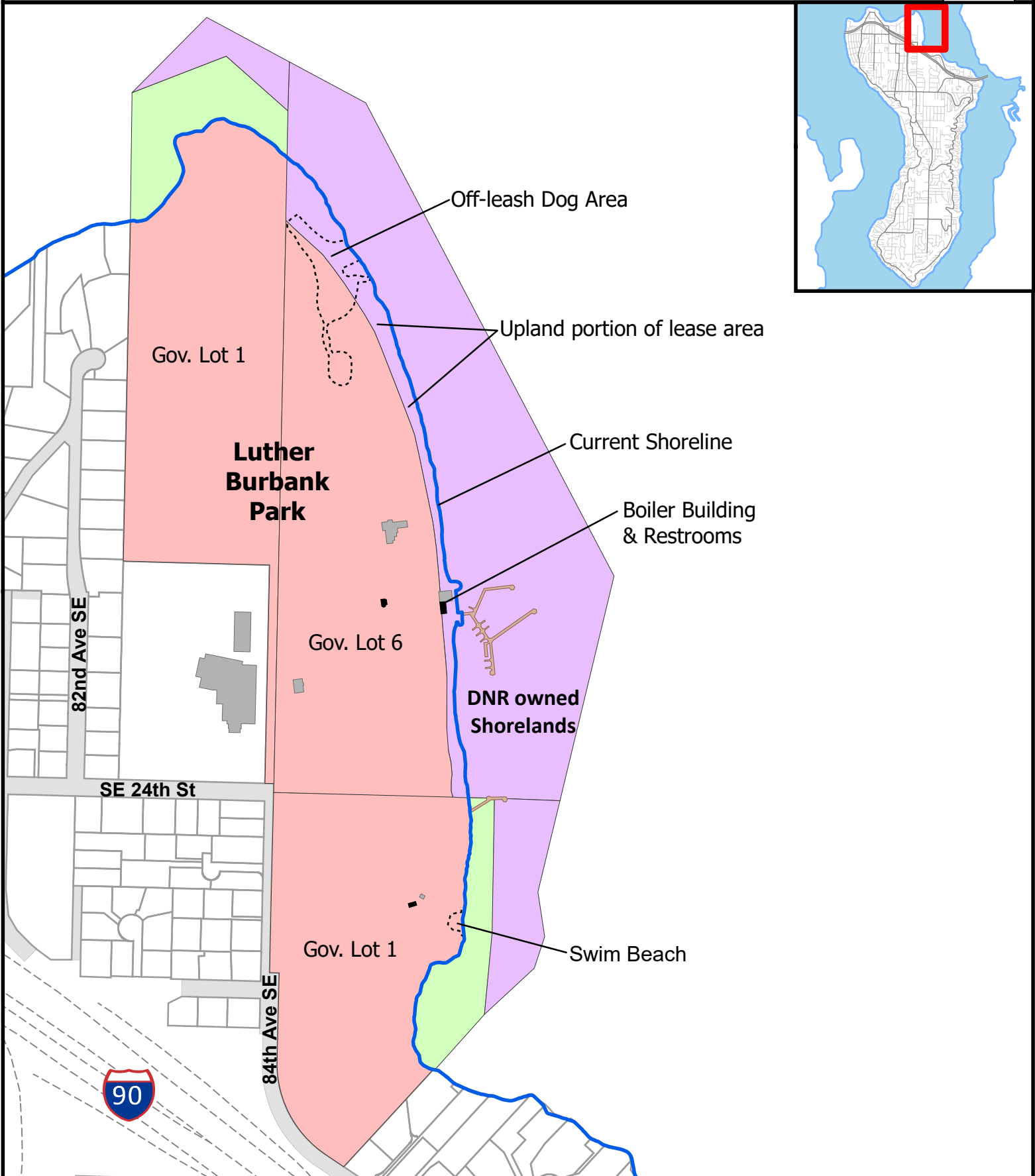


FIGURE: 7 of 14

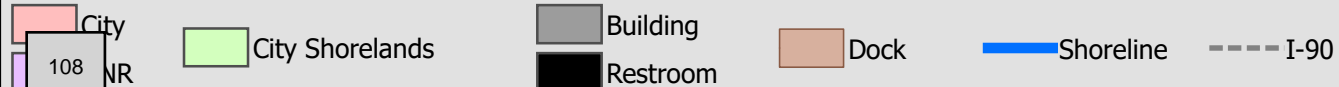
SOURCE: CAD files provided by KPFF

AB 6176: LUTHER BURBANK PARK LAND OWNERSHIP

Item 9.



OWNERSHIP:



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



AB6176.mxd
Map Date: 10/17/2022



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6178
November 1, 2022
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6178: 2023 Legislative Priorities	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Adopt the 2023 State Legislative Priorities.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager Merrill Thomas-Schadt, Senior Management Analyst
COUNCIL LIAISON:	n/a
EXHIBITS:	1. 2023 State Legislative Priorities 2. 2023 Association of Washington Cities Legislative Priorities 3. 2022 State Legislative Priorities & AWC Statement on Police Reform
CITY COUNCIL PRIORITY:	2. Articulate, confirm, and communicate a vision for effective and efficient city services. Stabilize the organization, optimize resources, and develop a long-term plan for fiscal sustainability.

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

EXECUTIVE SUMMARY

The purpose of this agenda item is to adopt the City's 2023 State Legislative Priorities (see Exhibit 1).

- On July 19, 2022, the City Council directed the City Manager to execute a contract for lobbyist services (see [AB 6114](#)).
- On October 3, 2022, the City Council discussed the development of the City's legislative priorities for the 2023 Washington State legislative session (see [AB 6159](#)) and provided direction on priorities and other items to track during the session.
- During the November 1, 2022 City Council Meeting, Councilmembers will discuss and finalize the City's 2023 legislative priorities.
- The 2023 Association of Washington Cities Legislative Priorities (see Exhibit 2) and the City of Mercer Island 2022 State Legislative Priorities (see Exhibit 3) are attached for reference.

BACKGROUND

On October 3, 2022, the City Council and the lobbying team held a discussion to inform the development of the City's legislative priorities for the 2023 State legislative session.

The discussion included a brief recap of the 2022 State legislative session, a review of anticipated 2023 legislation impacting Mercer Island, consideration of the 2023 Association of Washington Cities' (AWC) adopted priorities (see Exhibit 2), and a review of capital funding requests and support for grant programs.

City Council directed staff to prepare the 2023 legislative priorities and return for adoption at the November 1, 2022 City Council Meeting.

The 2023 Washington State Legislature Regular Session will begin in January 2023 and is scheduled to end in March.

ISSUE/DISCUSSION

The City's proposed 2023 Legislative Priorities (Exhibit 1) were developed to serve as a guide for working directly with State legislators with support from the City's lobbying team, staff, and City Council.

The 2023 proposed priorities are categorized as follows:

- Funding for Basic Infrastructure and Capital Projects
- Support for Mental and Behavioral Health Services
- Policing for a Safe Mercer Island
- Support for Housing Availability
- Preserving and Protecting the Environment

Established priorities allow the City to proactively engage on issues important to the community, to respond quickly to requests for endorsement letters, and to advocate efficiently in the community's best interests.

NEXT STEPS

Upon adoption, the City's 2023 State Legislative Priorities will be published and shared with the lobbying team, legislators, and other municipalities. They will also be sent to the Association of Washington Cities and the Sound Cities Association.

RECOMMENDED ACTION

Adopt the 2023 State Legislative Priorities.



CITY OF MERCER ISLAND

2023 STATE LEGISLATIVE PRIORITIES

1. FUNDING FOR BASIC INFRASTRUCTURE AND CAPITAL PROJECTS

The City supports legislation that provides funding to help cities finance basic infrastructure such as water, sewer, stormwater, parks, transportation, and green infrastructure projects. Priorities include:

- a. Fully funding the **Public Works Assistance Account** and refraining from fund transfers or diversions.
- b. Supporting the once in a generation **\$7.5 million Luther Burbank Park Waterfront and Dock Replacement Project** by fully funding the following grant programs:
 - *Washington Wildlife and Recreation Program (WWRP) Water Access grant*: \$1.5 million funding request, project is ranked 7 out of 10.
 - *Boating Facilities Program (BFP)*: \$1 million funding request, application is in process.
 - *Aquatic Lands Enhancement Account (ALEA) grant*: \$500,000, project is ranked 2 out of 4.
- c. Supporting the **\$2 million Luther Burbank Park Boiler Building Renovation Project** by fully funding the *Heritage Capital Grant Program*: \$500,000 funding request, project is ranked 22 out of 30.

2. SUPPORT FOR MENTAL AND BEHAVIORAL HEALTH SERVICES

The City is committed to providing access to quality mental and behavioral health services through the Youth & Family Services Department. Continued state funding is needed to help communities provide options for individuals suffering from behavioral health issues. Priorities include:

- a. Funding to expand and enhance community-based behavioral health services, including mental health, substance use disorder, and dual diagnosis treatment facilities.
- b. Supporting resources for certification and training to increase the number of behavioral health professionals available to the community.

3. POLICING FOR A SAFE MERCER ISLAND

The City encourages legislation and resources to ensure a safe community for residents, businesses, and visitors. Priorities include:

- a. Supporting clarification around the ability for law enforcement to conduct effective and safe vehicle pursuits using a reasonable suspicion standard in specific circumstances when there is an immediate threat to public safety.
- b. Requesting clarification around the crime of possessing a controlled substance so that individuals, law enforcement, and treatment providers can respond appropriately.
- c. The City of Mercer Island State-certified Marine Patrol Unit was founded in 1982 and provides marine patrol services to Medina, Bellevue, Renton, Yarrow Point, and Hunts Point for their water-based services with just three vessels. Two of the vessels are near the end of their useful life and the City is seeking funding for the \$1.1 million in estimated replacement costs.

4. SUPPORT FOR HOUSING AVAILABILITY

The City supports a proactive and collaborative approach that creates new tools, incentives, and revenues that cities can use to help increase housing supply and address affordability. The City supports solutions that enhance already successful state and regional programs such as *A Regional Coalition for Housing (ARCH)*, serving cities in east King County since 1992. New housing legislation requires new sources of revenue (for planning, infrastructure, and implementation) as well as reasonable implementation timelines.

5. PRESERVING AND PROTECTING THE ENVIRONMENT

It is essential to preserve and protect the environment today and for future generations with equity in mind. The City encourages legislation, partnerships, and funding that incentivizes and supports clean energy, carbon reduction and climate protection, and other environmental health measures.

DRAFT

2023 City Legislative Priorities

Item 10.

Strong cities make a great state. Cities are home to 65% of the state's residents, drive the economy, and provide the most accessible government. The continued success of cities depends on adequate resources and local decision-making to best meet the needs of our residents.

Washington's 281 cities ask the Legislature to partner with cities and act on the following priorities:



Respond to the *Blake* decision

Support clarification around the crime of possessing a controlled substance so that individuals, law enforcement, and treatment providers can respond appropriately. Revise the current system of two referrals prior to criminal charges, so it can be more effectively administered across the state.

Support additional investments to help cities with the costs stemming from the *Blake* decision on how possession of controlled substances is handled by the criminal justice system. This includes:

- Funding to help offset the costs of vacating criminal convictions, repaying legal financial obligations, administering diversion programs, and mitigating municipal court impacts.
- Investment in alternative response teams; treatment facilities for adults and juveniles; treatment in jails; and social workers, treatment providers, and system navigators to help direct people to treatment.



Address vehicle pursuits for public safety

Clarify the ability for law enforcement to conduct vehicle pursuits using a reasonable suspicion standard in specific circumstances. This is essential to allow for effective and safe pursuit of suspects when there is an immediate threat to public safety. Cities will continue to support safety standards and training for officers who engage in vehicle pursuits.



Ensure basic infrastructure funding

Fully fund the Public Works Assistance Account (PWAA), allow the current revenue diversions to sunset at the end of fiscal year 2023, and refrain from further fund transfers or diversions to other infrastructure programs or non-infrastructure accounts. Expand state funding opportunities to assist with maintenance and operations of local infrastructure.



Increase housing availability & affordability

Support a proactive approach that creates new tools, incentives, and revenues that cities can use to help increase housing supply and address affordability. Cities need resources to encourage development of housing at all income levels—especially for our lowest-income residents.



Provide behavioral health resources

Create greater access to community-based behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities. Support continued state funding to help communities establish alternative response programs like co-responder programs, diversion programs, and others that provide options beyond law enforcement for responding to situations that involve individuals suffering from behavioral health issues.

Contact:

Candice Bock
Government Relations Director
candiceb@awcnet.org



CITY OF MERCER ISLAND

2022 STATE LEGISLATIVE PRIORITIES

1. PRESERVE LOCAL DECISION-MAKING AUTHORITY

Cities possess strong local knowledge and authority to keep communities safe and healthy, and to improve their communities' quality of life. Therefore, it is critical that cities maintain the authority to provide these necessary services and retain local control over land use planning. If the state legislature passes new legislation in these areas, then reasonable implementation timelines and resources must be provided.

2. ECONOMIC SUPPORT

The City encourages legislation to continue supporting the economic recovery from the COVID-19 Pandemic including funding for local businesses, mental health counseling, and emergency assistance to address food and housing insecurity.

3. CLARIFICATIONS TO 2021 POLICE REFORMS

The City supports and strongly urges the state legislature to clarify the 2021 police reform legislation (see attached – Association of Washington Cities 2022 Police Reform Statement). City officials and law enforcement officers need clarity and a better understanding of what is expected of them. Cities also need time and resources to provide appropriate training on the new statute and regulations.

4. SUSTAINABLE AND FLEXIBLE LOCAL FUNDING

As the region continues to recover from the COVID-19 Pandemic, stable funding for local government is essential for providing quality, predictable services to the communities we serve. The City supports legislation that preserves city fiscal health through secure and flexible funding by:

- a. Providing State and Federal funds to help cities finance basic infrastructure, such as water, sewer, transportation, and green infrastructure projects.
- b. Fully funding the Public Works Trust Fund.
- c. Removing restrictions on REET revenues.
- d. Replacing the annual 1% cap on property tax revenues with a growth limit whose maximum is inflation plus the rate of population growth.
- e. Maintaining State shared revenue distributions to cities and seeking opportunities to expand revenue sharing, particularly during this time of economic recovery.

5. TRANSPORTATION FUNDING

The Puget Sound Region needs funding for transportation projects to ensure economic vitality, reduce congestion, enhance traffic safety, replace aging infrastructure, and increase mobility. The City supports a comprehensive transportation bill that provides new resources for local government transportation projects and legislation that delivers solutions to relieve congestion along I-90 and I-405.

6. PRESERVING AND PROTECTING THE ENVIRONMENT

It is essential to preserve and protect the environment today and for future generations with equity in mind. The City encourages legislation and partnerships that incentivize and support clean energy, carbon reduction and climate protection, and other environmental health measures.

7. PERMANENT MODERNIZATION OF OPEN PUBLIC MEETINGS ACT (OPMA)

The City supports a permanent policy that provides greater flexibility for local governments to hold virtual meetings without the requirement for a physical meeting location.

Police reform

2022

Item 10.

Continue supporting local control over city law enforcement policies to meet the needs of each community, while recognizing the need for clarification of certain statewide reforms.

Background:

Cities employ most law enforcement officers in Washington state, which is why cities are deeply involved in law enforcement reforms. City officials and police departments need the ability and clarity to directly implement state requirements and ensure accountability to our communities. Cities have an ongoing commitment to communities of color and seek a deeper focus on equity and diversity in law enforcement policies.

In 2021, the Legislature adopted a package of reforms related to policing. Some aspects of these changes remain unresolved and unclear. City officials and law enforcement officers need clarity and understanding of what is expected of them. And cities need time and resources to provide training on the many changes passed. Several areas remain where the Legislature can provide clarification for cities.

Strong cities need:

1. Clarification that law enforcement officers have authority to:

- **Use nonlethal alternatives** – Specifically, bean bag rounds need to be explicitly authorized.
- **Conduct a brief, investigative hold** – During the early moments of an investigation, while officers are assessing the situation, a person may not be placed under arrest but is not free to leave. This allows the police to briefly detain a person based on reasonable suspicion of involvement in criminal activity.
- **Use force for noncriminal activity related to community caretaking** – Law enforcement

officers are called upon daily to assist people in need. This could be a person suffering from dementia, a teen runaway, or to provide a welfare check on an elderly neighbor who fails to answer after repeated attempts at contact. At times, these contacts may require forced entry or minimal use of force to protect those individuals.

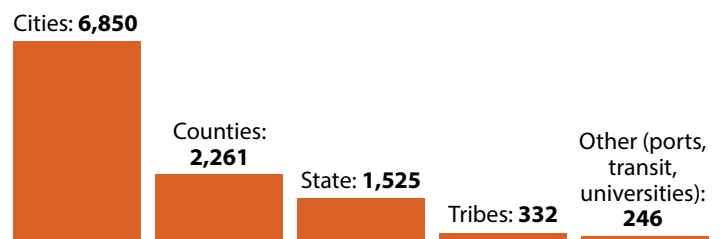
- **Assist with transporting** a person under the Involuntary Treatment Act.

2. A resolution to a conflict in law: Currently, there is a mandatory requirement in RCW 10.99.030 that officers arrest the aggressor involved in a domestic violence incident. However, a new 2021 law prevents officers from engaging in a vehicular pursuit unless the underlying offense is a violent or sex offense. If a person flees a location prior to arrest, law enforcement is currently prohibited from pursuing them.

3. Investments in the future: Washington is facing historic vacancies in law enforcement. This requires a historic investment in the Basic Law Enforcement Academy (BLEA) to hire and provide timely training of new officers. Enhanced training investments would also increase diversity in law enforcement.

179 cities employ 61% of all law enforcement

Number of law enforcement by jurisdiction



Source: 2020 CJS Statistics and Reports

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Legislative & Policy Analyst
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BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6177
November 1, 2022
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6177: Receive the 2023-2024 Preliminary Budget.	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Provide staff direction on the Capital, Streets, and Utility Fund budget proposals to inform development of the Final 2023-2024 biennial budget.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Finance
STAFF:	Matthew Mornick, Finance Director
COUNCIL LIAISON:	n/a
EXHIBITS:	1. 2023-2024 Preliminary Budget available at: www.mercerisland.gov/budget . 2. 2023-2024 Capital and Utility Fund-related Budget Proposals
CITY COUNCIL PRIORITY:	2. Articulate, confirm, and communicate a vision for effective and efficient city services. Stabilize the organization, optimize resources, and develop a long-term plan for fiscal sustainability.

EXECUTIVE SUMMARY

This agenda item outlines next steps in the City Council's 2023-2024 Biennial Budget review process, which includes direction on the Capital, Streets, and Utility Fund Budget proposals.

- Per Washington State law, the City Manager is required to deliver a balanced preliminary biennial budget to the City Council for review and approval. The City Council received the 2023-2024 Preliminary Budget on September 28, 2022, (Exhibit 1) and a copy was filed with the City Clerk.
- The 2023-2024 Preliminary Budget is focused on maintaining current service levels and providing critical investments to preserve City infrastructure.
- At the October 18 City Council meeting, the City Council moved to postpone decisions regarding budget proposals tied to the General Fund and YFS Fund until Q2 2023.
- At the November 1 City Council meeting, staff is seeking final direction on the Capital, Streets, and Utility Fund budget proposals (Exhibit 2). This provides adequate time to finalize the budget document prior to adoption.

Staff will return to City Council on November 15 to answer any final questions on the 2023-2024 Preliminary Budget before the City Council adopts resolutions and ordinances related to the Property tax levy, rates for the Northeast King County Regional Public Safety Communication Agency (NORCOM), and water, sewer, storm water, and Emergency Medical Service (EMS) utility rate adjustments for fiscal year 2023.

BACKGROUND

The City Council received the 2023-2024 Preliminary Budget on September 28, 2022, and a copy was filed with the City Clerk. Per Washington State law, the City Manager must deliver a balanced preliminary biennial budget to the City Council for review and approval.

At the October 3 City Council meeting (see [AB 6163](#)), staff introduced and reviewed key budget assumptions, policy considerations, and the budget development schedule. The presentation included a six-year forecast for the General Fund and Youth and Family Services Fund, illustrating how anticipated expenditures exceed revenues in both Funds beginning in 2023.

The first of two public hearings for the 2023-2024 biennial budget was held at the October 18 City Council meeting (see [AB 6169](#)). Staff walked through the staffing plans and summarized key highlights from Departmental work plans for the next two years.

The City Council approved the 2023-2028 Capital Improvement Program financing strategy at the October 18 City Council meeting. This direction included using \$3.7 million in REET-2 reserves from the Street Fund to fund the Luther Burbank Dock and Waterfront Improvements project (PA0122). Direction also included use of \$1.6 million in ARPA funds to begin making critical investments in City facilities.

These include seismic retrofits (GB0103) and basic facility improvements (GB0110) for City Hall; partial funding for access control and security improvements at City facilities (GB0116); and partial funding to assess, design, and complete renovation work at the City property located at 7810 SE 27th Street (former Tully's Property) (GB0121).

Budget Proposals

At the March 26 Planning Session (see [AB 6044](#)), the City Council suggested a list of potential work plan items and projects to include as budget proposals for funding consideration during the 2023-2024 biennium. Since March 2022, the City Manager evaluated additional budget proposals and advanced several for City Council consideration.

As a reminder, the projects, programs, and positions included on the budget proposal list are not funded in the 2023-2024 Preliminary Budget (see [AB 6169x2](#)).

During the October 18 City Council meeting, the City Council postponed consideration of the General Fund and YFS Fund budget proposals until Q2 2023, and advanced for discussion the Capital Fund, Street Fund, and Utility Fund budget proposals for consideration at the November 1 City Council meeting (see Exhibit 2).

ISSUES / DISCUSSION

Exhibit 2 outlines the six budget proposals from the Capital, Streets or Utility Funds in detail. The list includes estimated costs for each fiscal year, identifies whether associated costs are one-time or ongoing, the potential funding source, the Department responsible for overseeing the work, and additional staff notes or comments on each proposal. They include the:

- 1.1. SE 27th Realignment Study.
- 1.2. Bike Share & Scooter Share Pilot Program.
- 1.3. Bike Parking Pilot Program.
- 1.4. Purchase Valve Turner/Vactor Combo Machine.
- 1.5. New 1.0 FTE CIP Program Inspector.
- 1.6. New 1.0 FTE Utility Engineer.

The 2023-2024 budget development schedule calls for the City Council to provide direction on all of the budget proposals at the City Council meeting on November 1. Final disposition on the budget proposals is needed by November 1 to allow staff time to incorporate the changes into the final budget document.

NEXT STEPS

Remaining Budget Development Schedule

The 2023-2024 Budget development schedule is summarized below.

Date	Topic
11/01/2022	Final Budget Workshop
	Receive direction on Capital-related Budget Proposals
11/15/2022	Discuss Impact of Parks Levy Outcome
Public hearing*	Adopt 2023 utility rates, NORCOM rates, and Property Tax Levies
12/6/2022	Adopt Final 2023-2024 Biennial Budget

Community Outreach and Public Hearings

The public is encouraged to provide feedback on the Preliminary Budget and Capital Improvement Program at the next scheduled Public Hearing scheduled on [November 15](#). Public comment is also invited at all City Council meetings.

RECOMMENDED ACTION

Receive the 2023-2024 Preliminary Budget available at www.mercerisland.gov/budget and determine which budget proposals, if any, should be included in the final 2023-2024 biennial budget.

2023-2024 Preliminary Budget

AB 6177: Exhibit 2

Capital-Related Budget Proposals: Capital, Street & Utility Funds

No.	Title	Source	Description, Scope & Outcomes	Budget Department	2023 Add'l Request	2024 Add'l Request	Fund(s)	One-Time or Ongoing	Staff Notes
1.1	SE 27th Realignment Study	City Council Planning Session	From the Planning Session: This study will assess 76th Ave SE and SE 27th Street in the Town Center for potential roadway realignment to remove the “big bend” and replace it with parking or a parklet. The realignment would convert the curved section of SE 27th Street/76th Avenue SE into a 4-way perpendicular intersection, removing the curve section of the roadway. The study includes identification of potential opportunities/impacts of realignment including safety and traffic operations. Expenses for this project will be covered by the Street Fund. Community and business engagement is included in the scope of work.	Public Works	\$75,000	\$0	Street Fund	One-Time	The first phase will include an initial assessment to understand the potential opportunities and impacts of a roadway realignment, including safety and feasibility. Preliminary findings will be presented to the City Council for consideration before completing the full study/assessment.
1.2	Bike Share & Scooter Share Pilot Program	City Council Planning Session	Light rail to Mercer Island is slated to open in 2024, and Mercer Island commuters will be seeking alternative methods to travel to/from the station area. Bike Share & Scooter Share Pilot Program The City would contract with a bikeshare and/or scooter provider to run a second pilot on Mercer Island using the free-floating (dockless bicycles) concept for a period of 12 months. As in other cities, the vendor would stock bikes, balance fleet distribution, address improper parking, and share user data with the City.	Public Works	\$34,500	\$34,500	Street Fund (ST Mitigation)	One-Time	These are comparable to the pilot programs offered by the City prior to the pandemic. After 2025, any ongoing transportation programs will need to be fully supported by the Street Fund.

2023-2024 Preliminary Budget

AB 6177: Exhibit 2

Capital-Related Budget Proposals: Capital, Street & Utility Funds

No.	Title	Source	Description, Scope & Outcomes	Budget Department	2023 Add'l Request	2024 Add'l Request	Fund(s)	One-Time or Ongoing	Staff Notes
1.3	Bike Parking Pilot Program	City Council Planning Session	<p>Light rail to Mercer Island is slated to open in 2024, and Mercer Island commuters will be seeking alternative methods to travel to/from the station area.</p> <p>Bike Parking Pilot Program Research and analyze potential benefits of providing additional bike storage lockers, or other bike parking infrastructure, near the Mercer Island Transit Interchange and Light Rail station entrances.</p>	Public Works	\$10,000	\$10,000	Street Fund (ST Mitigation)	One-Time	<p>These are comparable to the pilot programs offered by the City prior to the pandemic.</p> <p>After 2025, any ongoing transportation programs will need to be fully supported by the Street Fund.</p>
1.4	Purchase Valve Turner/Vactor Combo Machine	New Budget Proposal - Submitted by staff	<p>The City of Mercer Island water distribution system currently has over 2,000 valves used to isolate sections of water main in the event of breaks, contamination, main replacement and construction projects, and unidirectional flushing for water quality. The sizes of the valves range from 2” to 30” and require a substantial number of turns to properly exercise.</p> <p>To meet the AWWA Standards and the annual maintenance plan, 501 valves must be inspected and exercised each year. Due to the significant time required to inspect and exercise each valve, and competing high-priority tasks, this goal is not met annually. Valves improperly exercised could fail to close, requiring a larger shutdown area to isolate or fail to open, cutting supply to parts of the water distribution system.</p>	Public Works	\$94,610	\$0	Utility Funds	One-Time	<p>In 2021, the Water Utility rented a valve machine/vactor combination at \$5,000 per month, not including an \$8,000 delivery fee. Machine rental for 6 months costs approximately \$38,000. Purchasing this equipment results in a pay back period of 15 months.</p> <p>Note: Staff anticipates a long lead time to purchase this equipment due to supply chain issues. A rental may still be required in 2023 which the equipment is procured.</p>

2023-2024 Preliminary Budget

AB 6177: Exhibit 2

Capital-Related Budget Proposals: Capital, Street & Utility Funds

No.	Title	Source	Description, Scope & Outcomes	Budget Department	2023 Add'l Request	2024 Add'l Request	Fund(s)	One-Time or Ongoing	Staff Notes
1.5	New 1.0 FTE CIP Program Inspector	New Budget Proposal - Submitted by staff	<p>Provide a second in-house inspector for CIP construction projects. Projects may include sewer, stormwater, water, transportation, and parks related projects.</p> <p>Mercer Island’s capital improvement program (CIP) is entering a busy period. The volume of capital projects exceeds current staff and consulting capacity.</p> <p>Construction inspections for capital projects are currently managed through third-party engineering consultants either hired on a project-by-project basis or via one in-house inspector who focuses on water projects. Typically, the cost of paying a consultant to perform inspections is two to three times the cost of in-house inspections.</p>	Public Works	\$133,124	\$138,264	Capital Fund/ Utilities	Ongoing	<p>The cost estimate includes salary and benefits.</p> <p>Costs associated with a new CIP Inspector will be included in capital project budgets within the Capital Improvement Plan.</p>

2023-2024 Preliminary Budget

AB 6177: Exhibit 2

Capital-Related Budget Proposals: Capital, Street & Utility Funds

No.	Title	Source	Description, Scope & Outcomes	Budget Department	2023 Add'l Request	2024 Add'l Request	Fund(s)	One-Time or Ongoing	Staff Notes
1.6	New 1.0 FTE Utility Engineer	New Budget Proposal - Submitted by staff	<p>The proposed 2023-2024 sewer CIP includes 11 projects totaling over \$7 million including the sewer SCADA System Replacement, Pump Station Rehabilitation & Replacement Assessments and Improvements, and Sewer Pipe Replacements. In the following biennia, work includes significant projects related to the lakeline, comprehensive system modeling, and ongoing rehabilitation/replacement of the sewer pump stations at similar spending levels. There is no engineer or project manager dedicated solely to sewer projects similar to water and stormwater.</p> <p>With the impending retirement of several members of the CIP team in the next four to five years, the sewer engineer is an integral component of the overall succession planning effort that is underway to ensure a smooth transition and continuation of high priority capital work.</p>	Public Works	\$147,203	\$156,576	Utility Fund	Ongoing	The cost estimate includes salary and benefits.



2022 PLANNING SCHEDULE

Item 12.

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, 2022.
Items are not listed in any particular order. Agenda items & meeting dates are subject to change.

NOVEMBER 3, 2022 (SPECIAL MEETING) 4:30 PM	DD	FN	CA	Clerk	CM
ABSENCES:					
JOINT MEETING WITH MERCER ISLAND SCHOOL BOARD					

NOVEMBER 15, 2022		DD	FN	CA	Clerk	CM
ABSENCES: Larson		11/4	11/7	11/7	11/8	11/8
ITEM TYPE TIME TOPIC				STAFF		
STUDY SESSION						
45	AB: 6180: Climate Action Plan: Survey Results and Update			Jason Kintner/Ross Freeman		
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB 6181: November 4, Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB 6182: Accept Easements for Stormwater Capital Projects			Jason Kintner/Patrick Yamashita/Fred Gu		
--	AB: 6183: Reservoir Generator Replacement Project (WU0119) Bid Award			Jason Kintner/Allen Hunter/George Fletcher		
REGULAR BUSINESS						
45	AB 6184: Adoption of NORCOM and Utility Rate Resolutions (Resolution Nos. 1636, 1637, 1638, 1639, and 1640) 2023 Property Tax Ordinances (Ord. No. 22-20 and Ord No. 22-21); and Second Public Hearing for the 2023-2024 Biennial Budget.			Matt Mornick		
30	AB 6185: Third Quarter 2022 Financial Status Update & 2021-2022 Budget Amendments (Ord. No. 22-19)			Matt Mornick/Ben Schumacher		
30	AB 6186: Affordable Housing Targets			Jeff Thomas/Alison Van Gorp		
15	AB 6179: Master Fee Schedule Adoption, Resolution No. 1635			Jessi Bon/Cassidy Berlin		
15	AB 6187: Public Hearing and First Reading of Ord. No. 22C-18 (Outdoor Dining Regulations)			Jeff Thomas/Sarah Bluvas		
15	AB 6188: Compost Procurement Ordinance (HB 1799) (First Reading Ord. No. 22C-22)			Jason Kintner/Ross Freeman		
EXECUTIVE SESSION						

DECEMBER 6, 2022 ABSENCES: Weiker (tentative)			DD 11/23	FN 11/28	CA 11/28	Clerk 11/29	CM 11/29
ITEM TYPE TIME TOPIC					STAFF		
STUDY SESSION							
SPECIAL BUSINESS							
CONSENT AGENDA							

--	AB 6189: November 18, 2022 Payroll Certification	Ali Spietz/Nicole Vanna	Item 12.
--	AB 6190: SCADA – Sewer Equipment Replacement (SU0113) Bid Award	Jason Kintner/Allen Hunter	
--	AB 6191: Basin 40 Inflow/Infiltration Project (SU0108) Bid Award	Jason Kintner/Clint Morris/ George Fletcher	
--	AB 6192: Sewer Pump Station 23 & 25 Generator Replacement (SU0109) Bid Award	Jason Kintner/Allen Hunter	
--	AB: 6193: Phase 1 PRV Station Replacement Bid Award (Tentative)	Jason Kintner	
--	AB 6194: City Hall Lobby Remodel Bid Award (Tentative)	Jason Kintner/Alaine Sommargren/Jaime Page	
--	AB 6195: Reservoir Tank Improvement Project (WU0103) Bid Award	Jason Kintner/Patrick Yamashita/Allen Hunter	
--	AB 6196: Second Reading and Adoption of Ord. No. 22C-18 (Outdoor Dining Regulations)	Jeff Thomas/Sarah Bluvus	
	AB 6197: Compost Procurement Ordinance (HB 1799) (Second Reading Ord. No. 22C-22)	Jason Kintner/Ross Freeman	
REGULAR BUSINESS			
60	AB 6198: 2023 Docket of proposed Comprehensive Plan and Development Code and Amendments	Jeff Thomas/Alison Van Gorp	
15	AB 6199: Adoption of the 2023-2024 Biennial Budget	Matt Mornick	
15	AB 6200: Eastside Cities Climate Collaboration ILA	Jason Kintner/Ross Freeman/Bio Park	
EXECUTIVE SESSION			

DECEMBER 20, 2022		DD	FN	CA	Clerk	CM
ABSENCES:		12/9	12/12	12/12	12/13	12/13
POTENTIALLY CANCELED						

2023 PLANNING SCHEDULE

JANUARY 3, 2023		DD	FN	CA	Clerk	CM
ABSENCES:		12/22	12/23	12/23	12/27	12/27
ITEM TYPE TIME TOPIC				STAFF		
STUDY SESSION						
60	AB xxxx: Roadway Pavement Condition Ratings Update			Jason Kintner/Patrick Yamashita/Clint Morris		
SPECIAL BUSINESS						
CONSENT AGENDA						
REGULAR BUSINESS						
15	AB xxxx: Acceptance of <i>Raven</i> by Ron Reeder (Public Art Donation from MIVAL)			Jason Kintner/Sarah Bluvus		
60	AB xxxx: City Council Rules of Procedure Review and Discussion			Ali Spietz/Andrea Larson		
30	AB xxxx: City Council Committee and Liaison Appointments			Mayor Nice		

EXECUTIVE SESSION**JANUARY 17, 2023**

ABSENCES:

DD
1/6FN
1/9CA
1/9Clerk
1/10CM
1/10**ITEM TYPE | TIME | TOPIC****STAFF****STUDY SESSION****SPECIAL BUSINESS****CONSENT AGENDA****REGULAR BUSINESS**

90 AB xxxx: Town Center Parking Study – Review Draft Report

Sarah Bluvas/Jason Kintner/
Jeff Thomas/Ed Holmes/Mike
Seifert**EXECUTIVE SESSION****FEBRUARY 7, 2023**

ABSENCES:

DD
1/27FN
1/30CA
1/30Clerk
1/31CM
1/31**ITEM TYPE | TIME | TOPIC****STAFF****STUDY SESSION****SPECIAL BUSINESS****CONSENT AGENDA**

XX AB xxxx: Approve Revised City Council Rules of Procedure

Ali Spietz/Andrea Larson

REGULAR BUSINESS60 AB xxxx: Climate Action Plan: Review Draft Document & Conduct Public Hearing
(placeholder – likely moving to Feb 21)

Jason Kintner/Ross Freeman

EXECUTIVE SESSION