



# CITY OF MERCER ISLAND

## CITY COUNCIL REGULAR HYBRID MEETING

Tuesday, March 21, 2023 at 5:00 PM

### MERCER ISLAND CITY COUNCIL:

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

### LOCATION & CONTACT:

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

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

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

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

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

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

**Join by Telephone at 5:00 PM (Appearances will start sometime after 5:30 PM):** To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **886 3879 0944** 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 **886 3879 0944**; Enter Password **730224**
- 4) The City Clerk will call on you by name or refer to your email address when it is your turn to speak. Please confirm that your audio works prior to participating.

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

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

## MEETING AGENDA

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

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL**

**STUDY SESSION**

**1. AB 6238: Mobile Integrated Health (MIH) Program Update**

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

## **CITY MANAGER REPORT**

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

## **CONSENT AGENDA**

### **2. City Council Meeting Minutes of March 7, 2023 Regular Hybrid Meeting**

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

### **3. Certification of Claims:**

**A. Check Register | 215108-215179 | 3/3/2023 | \$1,581,204.79**

**B. Check Register | 215180-215268 | 3/10/2023 | \$217,605.37**

**C. EFT Payments | February 2023 | \$2,579,307.83**

**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. AB 6229: March 10, 2023 Payroll Certification**

**Recommended Action:** Approve the March 10, 2023 Payroll Certification (Exhibit 1) in the amount of \$975,206.64 and authorize the Mayor to sign the certification on behalf of the entire City Council.

### **5. AB 6240: Second Reading of Ordinance No. 23C-03 to End the 2.7% Interim Utility Tax on City Utilities**

**Recommended Action:** Staff recommends the City Council adopt Ordinance No. 23C-03, sunsetting the 2.7% interim utility tax on May 1, 2023, thereby returning on May 2, 2023 the utility tax rate on the water, sewer, and storm water utilities to 5.3%.

### **6. AB 6241: Opioid Distributors Washington Settlement**

**Recommended Action:** Authorize the City Manager to sign and submit the Participation Forms and Allocation Agreement related to opioid settlements with Teva, Allergan, CVS, Walgreens, and Walmart, substantially in the form attached as Exhibits 1 and 2 to AB 6241, respectively.

### **7. AB 6237: Vietnam Veterans Day Proclamation No. 302**

**Recommended Action:** Proclaim March 29, 2023 Vietnam Veterans Day in Mercer Island.

## **REGULAR BUSINESS**

### **8. AB 6242: Draft Town Center Parking Study Report Handoff**

**Recommended Action:**

**Option 1:** Move to suspend work on the Town Center Parking Study until the conclusion of the Washington State Legislative Session.

**Option 2:** Move to commence the public outreach period on the draft Town Center Parking Study, concluding with a public hearing on April 18, 2023.

## **OTHER BUSINESS**

### **9. Planning Schedule**

### **10. Councilmember Absences & Reports**

## **EXECUTIVE SESSION**

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

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

#### **Collective Bargaining**

Executive Session for planning or adopting the strategy or position to be taken by the City Council during the

course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress pursuant to RCW 42.30.140(4)(b)

## **ADJOURNMENT**



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6238**  
**March 21, 2023**  
**Study Session**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6238: Mobile Integrated Health (MIH) Program Update	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Receive report. No action necessary.	

<b>DEPARTMENT:</b>	Youth and Family Services
<b>STAFF:</b>	Ali Spietz, Chief of Administration Tambi Cork, Administrator Doug McDonald, Interim Deputy Fire Chief
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	n/a
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to update the City Council on the Youth and Family Services (YFS) Department and Mercer Island Fire Department (MIFD) launch of the Mobile Integrated Health Program, MIH 191.

- Mobile Integrated Health programs connect low-acuity and vulnerable emergency medical services (EMS) clients to the appropriate resources to address their complex needs through alternative response and referral strategies.
- The Youth and Family Services Department staffs the MIH191 program with an MIH Intervention Specialist, who works in coordination with the MIFD MIH Lead.
- All costs associated with the MIH191 personnel, equipment and operating supplies are reimbursed by the King County EMS levy.

### BACKGROUND

The regional Medic One/EMS system is primarily funded by a countywide, voter-approved EMS levy. In 2019, King County voters elected to renew this levy for a six-year period and the expansion of Mobile Integrated Health services was identified as a top priority for the 2020-2025 levy funds. The total allocation to regional MIH efforts is \$4 million each year, and the City has access to approximately \$110,000/year in



reimbursements to fund personnel, equipment and other costs directly related to Mobile Integrated Health services. These funds roll over through the lifespan of the levy.

There are two service delivery models for MIH – response and referral. The MIH191 program operates as a referral unit through Youth and Family Services. An MIH Intervention Specialist was hired by YFS in fall 2022 to provide the primary direct service support to the program.

## ISSUE/DISCUSSION

Fire departments often respond to incidents where additional needs are identified but fall outside the traditional scope of responsibility for a fire department. This can include unsafe living conditions, homelessness, vulnerable adult situations, and mental health and substance abuse challenges. Through the MIH program, firefighters can make a referral to the YFS MIH Intervention Specialist and know that the MIH191 team will follow up to provide meaningful intervention outside of the 911 emergency system. After the MIH191 team receives a referral, a Mercer Island Fire Department MIH Lead and YFS MIH Intervention Specialist conduct a home visit to better understand the situation, needs and concerns, and create a plan to connect the individual with the right resources. This service is provided at no cost to the resident and all costs are covered via reimbursement from the King County EMS levy.

MIH191's ability to connect community members to appropriate resources and provide care coordination for individuals with complex needs helps to ensure non-emergent needs are appropriately addressed by human services rather than emergency (911) response. MIH191 is responsible for contacting and supporting community members, working proactively in coordination with the Mercer Island Fire Department to provide enhanced health services to the community and help keep emergency responders available for crisis calls.

The City of Mercer Island's has a unique ability to provide all MIH191 services within the City departments due to the existence of the Youth and Family Services department. YFS is a full-service community-based human services department serving residents of Mercer Island. Rather than contracting out to a human services system, all resources needed for this type of integrated care are available within a partnership between YFS and MIFD. The YFS Intervention Specialist can coordinate with Aging and Disability Services, King County Falls Prevention, and other local and county programs, including other YFS service areas like mental health counseling and emergency assistance.

## NEXT STEPS

MIH191 initiated client contacts in February 2023 and have already identified a number of Mercer Island residents that are benefiting from this collaborative approach to outreach and care coordination. MIFD fire teams have been trained to identify referrals for MIH follow up and are able to make referrals to MIH directly within the fire records management system (ESO) at each call.

Currently, the funding of this program restricts referrals to Fire calls only, so only residents identified by MIFD personnel during a call are eligible for these services. YFS and MIFD staff are evaluating what opportunities are available to expand services to MIPD, YFS, and other referral sources. MIH191 staff will return annually to update Council on program outputs and outcomes.

## RECOMMENDED ACTION

Receive report. No action necessary.

# Mobile Integrated Health Program Update

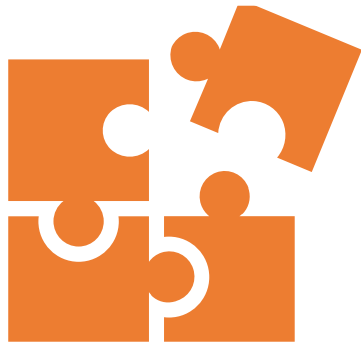
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AB 6238 | March 21, 2023





# Mobile Integrated Health



EVOLVING FIRE  
SERVICE TO MEET  
COMMUNITY  
NEEDS

+



UNIQUE  
CITY PARTNERSHIPS

+



RESOURCE  
EFFICIENCY

=



BETTER PATIENT  
OUTCOMES

# Traditional Emergency Response Model

Most current emergency response systems are not designed to address the needs of low acuity and frequent 911 callers

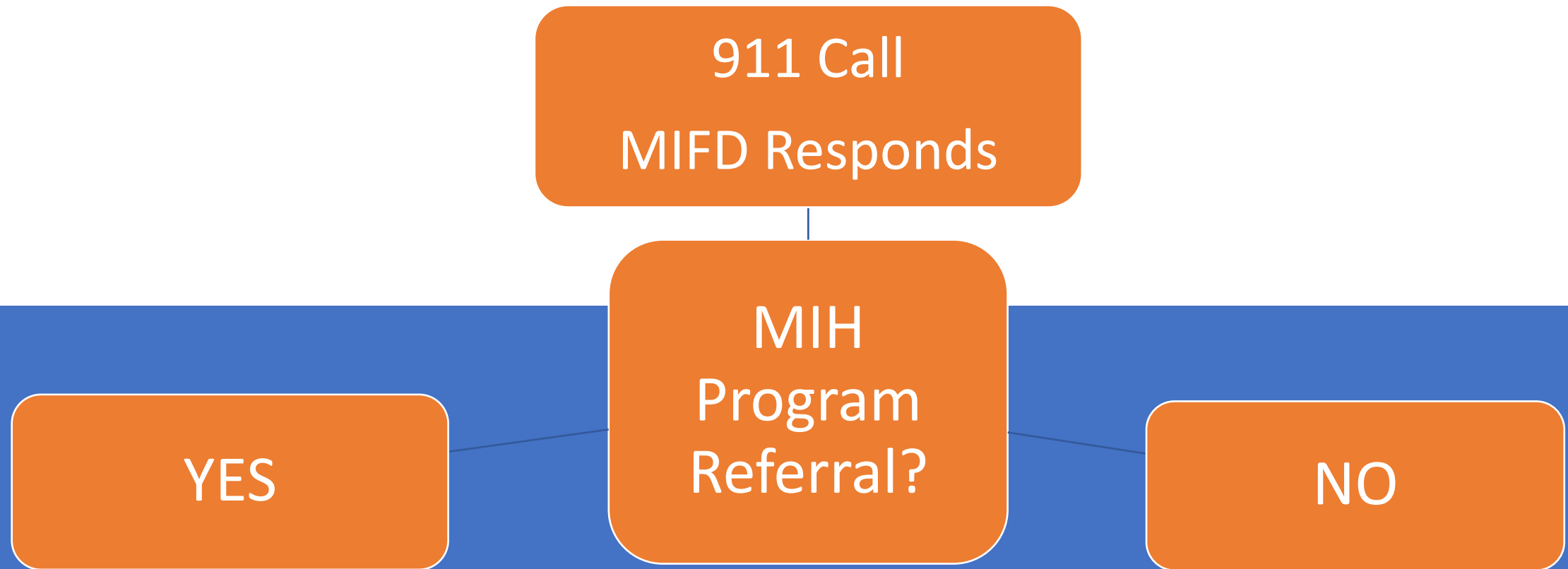
Low Acuity or  
Frequent 911  
Caller

Respond &  
Transport

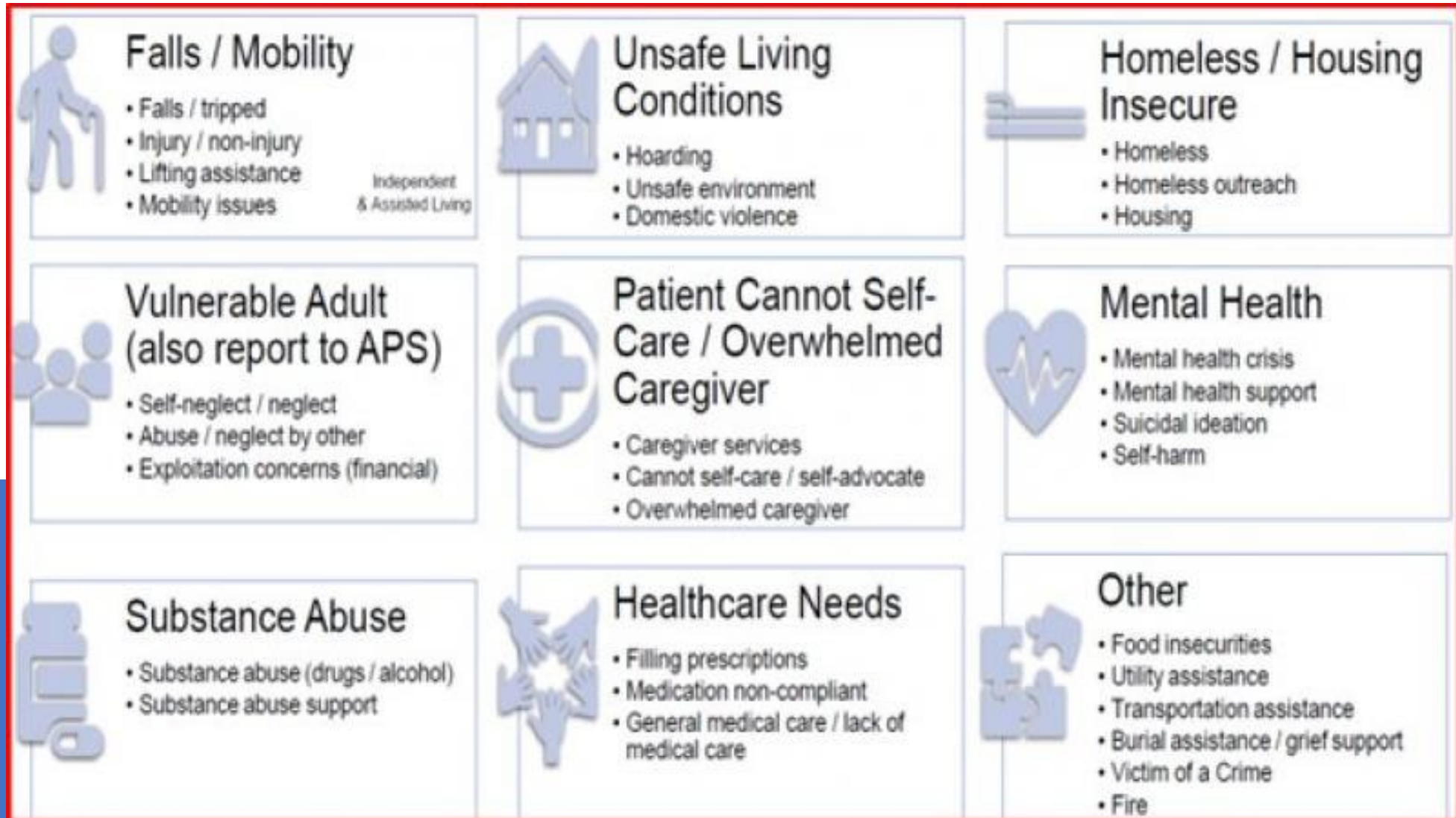
Connect to  
Emergency  
Department

# MIH Integrated Response Model

Providing better services, with better outcomes, for our most vulnerable residents



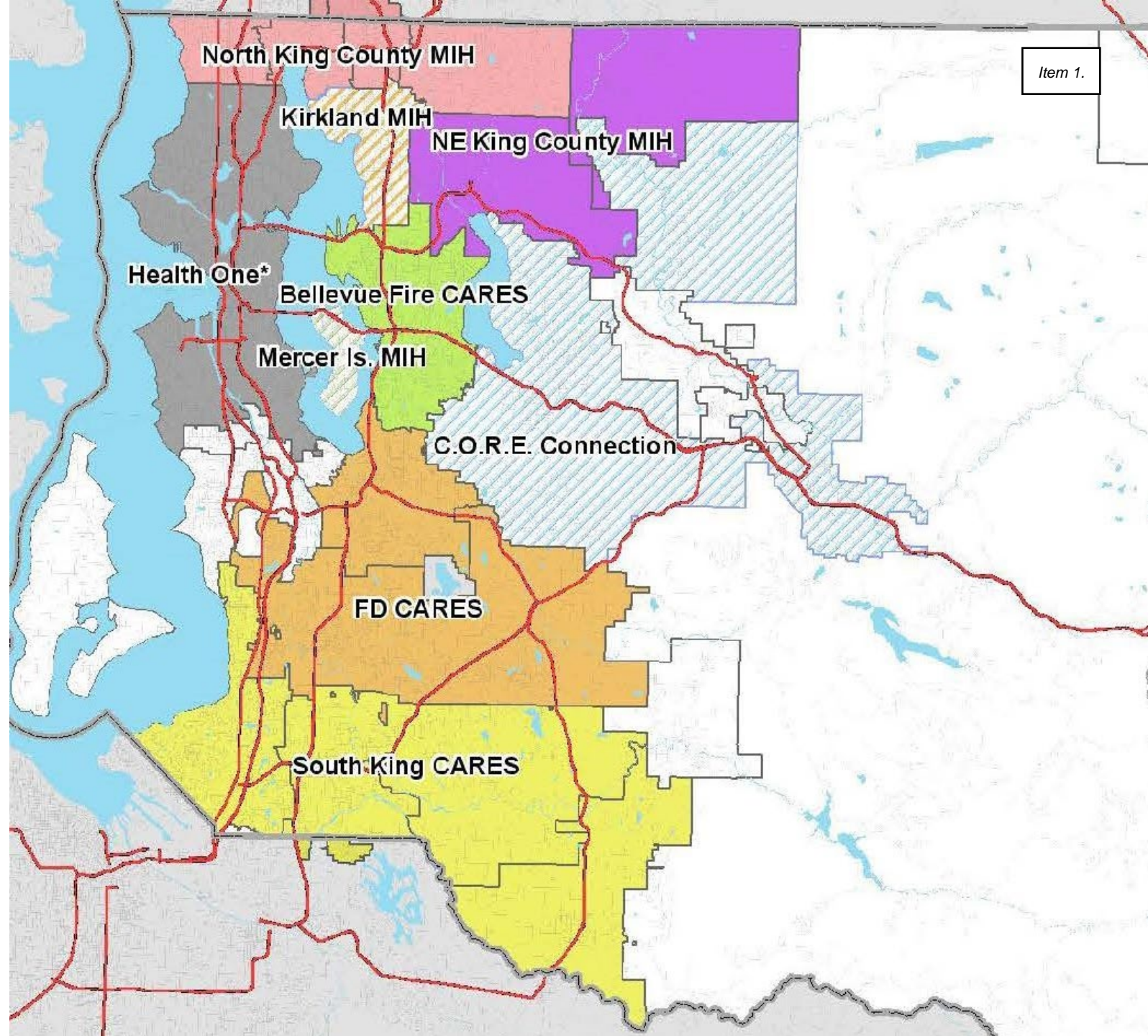
# Types of Referrals





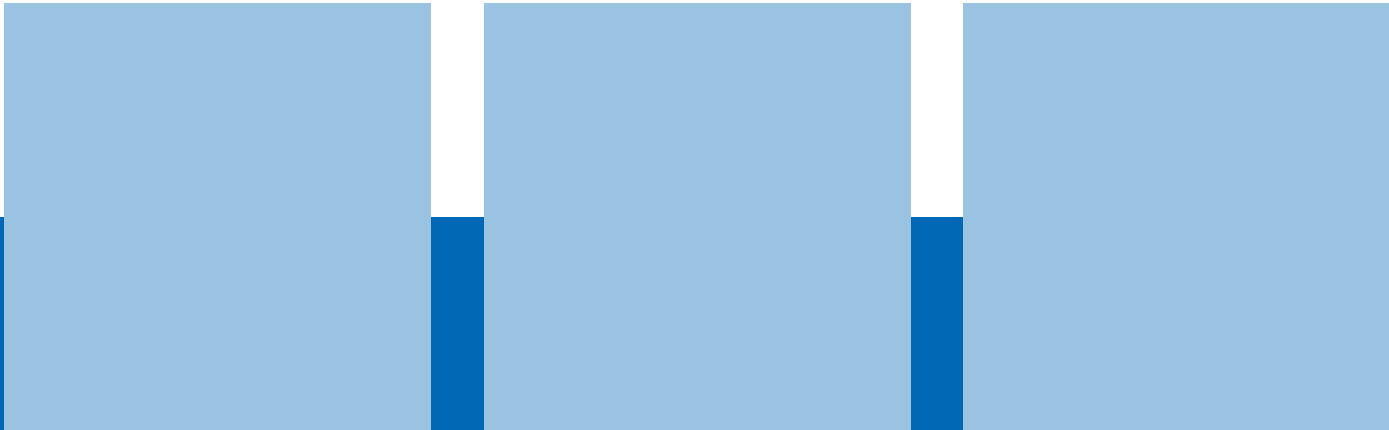
# Mercer Island MIH191:

## Coordinated Regional Response





# Mobile Integrated Health



Questions?





# CITY COUNCIL MINUTES REGULAR HYBRID MEETING MARCH 7, 2023

Item 2.

## 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 Councilmember Lisa Anderl and Wendy Weiker participated in person in the Council Chambers. Councilmembers Jake Jacobson, Craig Reynolds, and Ted Weinberg (5:06 pm) joined via Zoom.

## PLEDGE OF ALLEGIANCE

The City Council delivered the Pledge of Allegiance.

## AGENDA APPROVAL

It was moved by Anderl; seconded by Rosenbaum to:

**Approve the agenda.**

PASSED: 6-0

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

ABSENT: 1 (Weinberg)

## CITY MANAGER REPORT

City Manager Jessi bon reported on the following items:

- **Council, Boards & Commission Meetings Updates:** Upcoming City Council meeting on March 21. Upcoming Boards and Commission meetings, Utility Board on March 14, and Planning Commission on March 22. Upcoming Prospective Candidate Workshop on March 30.
- **City Services Updates:** Update on 77<sup>th</sup> Avenue & Sunset Highway intersection improvements, new art exhibit by David Fishman "Unique Botanical Portraits" with an artist reception on March 9 at the MICEC, Nancy Stewart hosts Wednesday evening sing-alongs at the MICEC in March, March restoration events Planting Party in Gallagher Hill Open Space on March 25 and Spring Plant walk in Pioneer Park on March 30, Spring Recycling Event on March 25.
- **News:** Police Department Annual Awards congratulations to the team.

## APPEARANCES

Will Orndorff, Mercer Island, spoke in support of the Country Club bringing back their temporary tennis bubble.

The following Appearances spoke about their concerns regarding the Bike Skills Areas project:

- Nancy Morse, Mercer Island
- Rachel Drake, Mercer Island
- Chris Vincent, Mercer Island
- Paul Burstein, Mercer Island
- Rosalind Schoof, Mercer Island
- Karen Grove, Mercer Island

The following Appearances spoke about their support for the Bike Skills Areas project:

- Ryder Li, Mercer Island
- Ryan Cudney, Mercer Island

- Nathan Cudney, Mercer Island
- June Bailey, Mercer Island
- Katie Bunker, Mercer Island
- Zane Shiers, Mercer Island
- Jay Greer, Mercer Island

Carolyn Boatsman, Mercer Island, spoke about the Climate Action Plan.

Alex Tsimerman, Mercer Island, spoke to the Council about public comment opportunities and fascism.

## CONSENT AGENDA

### AB 6231: February 24, 2023 Payroll Certification

**Recommended Action:** Approve the February 24, 2023 Payroll Certification (Exhibit 1) in the amount of \$940,925.26 and authorize the Mayor to sign the certification on behalf of the entire City Council.

#### Certification of Claims:

**A. Check Register | 214824-215017 | 2/17/2023 | \$833,248.36**

**B. Check Register | 215018-215107 | 2/24/2023 | \$572,123.05**

**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 February 21, 2023 Regular Hybrid Meeting.

**Recommended Action:** Approve the minutes of the February 21, 2023 Regular Hybrid Meeting.

### AB 6232: Second Reading of Ordinance No. 23C-02 (renews Ordinance No. 22C-14) on Interim Regulations in MICC 19.16.010 Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing in Response to E2SHB 1220

**Recommended Action:** Adopt Ordinance No. 23C-02 extending the interim regulations for emergency, transitional and permanent supportive housing.

### AB 6233: Open Space Conservancy Trust Annual Report

**Recommended Action:** Accept the 2022 Open Space Conservancy Trust Annual Report and the 2023 Work Plan.

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 6234: First Reading of Ordinance No. 23C-03 to End the 2.7% Interim Utility Tax on City Utilities.

Finance Director Matt Mornick presented Ordinance No. 23C-03 to sunset the 2.7% interim utility tax on City utilities that was implemented to finance the cost of litigation to enforce the terms of the City's 2017 Settlement Agreement with Sound Transit.

It was moved by Weiker; seconded by Rosenbaum to:

**Set Ordinance No. 23C-03, as amended, for second reading and adoption on March 21, 2023.**

It was moved by Reynolds; seconded by Jacobson to:

**Amend the main motion as follows:**

**Amend Ordinance No. 23C-03 to extend end date of the utility tax to May 1, 2023.**

MOTION TO AMEND PASSED: 4-3

FOR: 4 (Jacobson, Reynolds, Weiker, and Weinberg)

AGAINST: 3 (Anderl, Nice, and Rosenbaum)

MAIN MOTION AS AMENDED PASSED: 7-0

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

#### **AB 6235: Climate Action Plan: Review Draft Document**

City Manager Jessi Bon and Sustainability Program Analyst Ross Freeman presented the Climate Action Plan (CAP) for the City Council's review. They spoke process to date for creating the plan, discussed the public comment period and how comments were received, and the remaining steps in the process to adoption.

City Manager Bon reviewed Exhibits Nos. 3, 4, 5, and 6 regarding the newly added Executive Summary, the new callout boxes on "The Cost of Inaction" and "Green Power," and the revisions to the Natural System Section – Targets, Strategies, and Actions.

It was moved by Rosenbaum; seconded by Weinberg to:

**Approve Exhibits 3, 4, 5, and 6 and direct staff to include the new text in the final Climate Action Plan.** PASSED: 7-0

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

City Manger Bon discussed Exhibit No. 7 containing items recommended for City Council approval.

It was moved by Rosenbaum; seconded by Jacobson to:

**Approve Exhibit 7, excluding items number 5, 15, 33, 36, 39 and direct staff to include the revisions in the final Climate Action Plan.**

PASSED: 6-0

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

ABSTAIN: 1 (Jacobson)

It was moved by Weinberg; seconded by Reynolds to:

**Amend Exhibit 7, Item No. 5 amend vision statement for consumption and disposal on page to read: "The Community practices circular economy principals, reducing the amount of resources used, reusing and repurposing materials, and recycling and composting almost all of what's left."**

PASSED: 7-0

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

It was moved by Weinberg; seconded by Reynolds to:

**Change Exhibit 7, Item No. 15 to change "wildfire smoke" to "wildfires and wildfire smoke".**

PASSED: 7-0

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

It was moved by Weinberg; seconded by Reynolds to:

**Add to Exhibit 7, Item No. 33 the following implementation consideration to TR2.2: "Explore options to implement additional bicycle storage facilities at park and ride stations, such as lockers or a bike room."**

PASSED: 5-2

FOR: 5 (Nice, Reynolds, Rosenbaum, Weiker, and Weinberg)

AGAINST: 2 (Anderl and Jacobson)

It was moved by Rosenbaum; seconded by Weiker to:

**Adopt Exhibit 7 Items Nos. 36 and 39 as presented.**

PASSED: 7-0

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

City Council was in recess from 6:39 pm – 6:49 pm.

It was moved by Rosenbaum; seconded by Anderl to:  
**Adopt Exhibit 8 Item No. 1 as presented and amended.**

It was moved by Reynolds; seconded by Rosenbaum to:  
**Amend Exhibit 8 Item No. 1 to strike the word “financial.”**  
 PASSED: 7-0  
 FOR: 7 (Anderl, Jacobson, Nice, Reynolds, Rosenbaum, Weiker, and Weinberg)

It was moved by Jacobson; seconded by Anderl to:  
**Amend Exhibit 8 Item No. 1 to strike the first two sentences from proposed revision.**  
 FAIL: 2-5  
 FOR: 2 (Anderl and Jacobson)  
 AGAINST: 5 (Nice, Reynolds, Rosenbaum, Weiker, and Weinberg)

MAIN MOTION AS AMENDED PASSED: 7-0  
 FOR: 7 (Anderl, Jacobson, Nice, Reynolds, Rosenbaum, Weiker, and Weinberg)

It was moved by Rosenbaum; seconded by Anderl to:  
**Amend Exhibit 8 Item No. 3 to amend TR2.4 to have the plan call for banning gas powered leaf blowers.**  
 PASSED: 5-2  
 FOR: 5 (Nice, Reynolds, Rosenbaum, Weiker, and Weinberg)  
 AGAINST: 2 (Anderl and Jacobson)

It was moved by Rosenbaum; seconded by Nice to:  
**Adopt Exhibit 8 Item No. 4 as presented in staff response to add a bullet on page 38 that reads: “Report communitywide GHG emissions on a gross and per-capita adjusted basis as compared to a 2007 baseline” and modify the graph on page 19 to include a depiction of per-capita emissions data.**  
 PASSED: 7-0  
 FOR: 7 (Anderl, Jacobson, Nice, Reynolds, Rosenbaum, Weiker, and Weinberg)

It was moved by Reynolds; seconded by Weinberg to:  
**Amend the Climate Action Plan to include that the Bicycle and Pedestrian Plan include a KPI for bicycle lanes and other dedicated bike travel facilities.**  
 FAIL: 3-4  
 FOR: 3 (Reynolds, Rosenbaum, and Weinberg)  
 AGAINST: 4 (Anderl, Jacobson, Nice, and Weiker)

City Council was in recess from 7:19 pm – 7:25 pm.

#### **AB 6236: Bike Skills Area 30% Design.**

Chief of Operations Jason Kintner and CIP Project Manager Sarah Bluvas presented background information on the Bike Skills Area (BSA) project. They spoke about the community outreach process and reviewed the themes gathered from the community feedback.

Mr. Kintner presented the design of the BSA and spoke about the Parks & Recreation Commission recommendations. He also discussed signage, safety features, entrance options, and restoration will be integrated during construction. He also discussed the next steps in the process including work with user groups, permitting and SEPA requirements, and finalizing design to proceed with construction.

Council discussed the proposal and asked questions of staff.

It was moved by Weiker; seconded by Nice to:  
**Include the Northeast entrance along with the West entrance to access the Bike Skills Area.**  
 PASSED: 7-0  
 FOR: 7 (Anderl, Jacobson, Nice, Reynolds, Rosenbaum, Weiker, and Weinberg)

It was moved by Jacobson; seconded by Anderl to:

**Authorize staff to proceed with the design of the Bike Skills Area subject to the motion previously made and do so with the intent of meeting the fall construction schedule.**

It was moved by Reynolds; seconded by Weinberg to:

**Amend main motion to add to end: "including design and construction of appropriate trail features to promote safety of all trail users in Island Crest and Deans Children's Parks."**

PASSED: 7-0

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

MAIN MOTION AS AMENDED PASSED: 7-0

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

### **AB 6243: Approve Talking Points on SB 5466 Related to Transit Oriented Development**

City Manager Jessi Bon spoke about the current State Legislative Session. She noted that there are an unprecedented number of consequential bills brought forward, especially related to housing and land use and that the City has been actively engaged with legislators on these matters.

Management Analyst Robbie Cunningham-Adams presented an updated on HB 1110 and discussed the various options the City would have for compliance with HB 1110 as currently written. Management Analyst Cunningham-Adams spoke about HB 1245 that requires cities to allow for splitting of residential lots and presented about SB 5466 which relates to Transit Oriented Development .

City Manager Bon noted that SB 5466 has passed the Senate and will be under consideration in the House. She stated that City staff, in consultation with the City's lobbyists and Council leadership, recommend the City Council take a position to support SB 5466 and that talking points had been drafted for Council's review and approval.

Council held discussion and asked questions of staff.

It was moved by Weinberg; seconded by Rosenbaum to:

**Approve proposed talking points on SB 5466 (Exhibit 2).**

PASSED: 6-0

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

ABSTAIN: 1 (Weinberg)

### **OTHER BUSINESS**

#### **Planning Schedule**

City Manager Jessi Bon spoke about the March 21 City Council Meeting.

#### **Councilmember Absences and Reports**

Councilmember Reynolds thanked the Parks & Recreation Commission for their work on the Bike Skills Area project.

Deputy Mayor Rosenbaum noted that there is a SCA PIC meeting tomorrow night.

Councilmember Weiker thanked staff for the work on the Bike Skills Area Project and noted that there is a SCA Networking Dinner on March 29.

### **EXECUTIVE SESSION**

At 8:54 pm, Mayor Nice convened an Executive Session in the Caucus Room at City Hall, 9611 SE 36th Street, Mercer Island, WA and via Microsoft Teams. The Executive Session was to discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(1)(I) and for planning or adopting the strategy or position to be taken by the City Council during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress pursuant to RCW 42.30.140(4)(b).

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

Mayor Nice adjourned the Executive Session at 9:54 pm.

#### **ADJOURNMENT**

The Regular Hybrid Council Meeting adjourned at 9:54 pm.

Attest:

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Salim Nice, Mayor

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Andrea Larson, City Clerk

CERTIFICATION OF CLAIMS

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



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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Report	Warrants	Date	Amount
Check Register	215108-215179	3/3/2023	\$1,581,204.79
			\$1,581,204.79

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: 402000 - Water Fund-Admin Key</b>				
	00215163	TAMAR SHETTY	REFUND PERMIT #2208-252	4,028.00
	00215163	TAMAR SHETTY	REFUND PERMIT #2208-252	2,750.00
P0117407	00215126	GRAINGER	INVENTORY PURCHASES	402.16
P0117415	00215132	HOME DEPOT CREDIT SERVICE	INVENTORY PURCHASES	337.95
<b>Org Key: CM1200 - City Clerk</b>				
P0117408	00215138	KING COUNTY FINANCE	2022 General Election Voters	1,322.84
<b>Org Key: CO6100 - City Council</b>				
P0117419	00215118	DANIEL, KAMARIA	MITV 2/7 Council Mtg	240.00
P0117419	00215118	DANIEL, KAMARIA	MITV 2/21 Council Mtg	180.00
P0117419	00215118	DANIEL, KAMARIA	Transportation	80.00
<b>Org Key: CT1100 - Municipal Court</b>				
P0117423	00215135	INTERCOM LANGUAGE SERVICES INC	Intercom invoice #23-068	768.75
	00215128	Gregory, Jeff	REIMB TRAYS AND CABINET	139.14
<b>Org Key: DS0000 - Development Services-Revenue</b>				
	00215163	TAMAR SHETTY	REFUND PERMIT #2208-252	1,045.60
<b>Org Key: FN1100 - Administration (FN)</b>				
P0117483	00215161	STATE AUDITOR'S OFFICE	1/23 ACCOUNTABILITY AUDIT	22,144.00
<b>Org Key: FN2100 - Data Processing</b>				
P0117406	00215131	HARRIS COMPUTER SYSTEMS	2023 EFFICIENCY REVIEW - ONSIT	4,404.00
P0116068	00215167	TYLER TECHNOLOGIES INC	License Fees Tyler Munis Finan	1,600.00
P0116068	00215167	TYLER TECHNOLOGIES INC	License Fees Tyler Munis Finan	800.00
<b>Org Key: FN4501 - Utility Billing (Water)</b>				
P0117397	00215145	METROPRESORT	JAN 2023 PRINTING & MAILING OF	197.91
P0117397	00215145	METROPRESORT	JAN 2023 PRINTING & MAILING OF	159.74
P0117398	00215145	METROPRESORT	FEB 2023 PRINTING & MAILING OF	89.43
P0117398	00215145	METROPRESORT	FEB 2023 PRINTING & MAILING OF	72.09
<b>Org Key: FN4502 - Utility Billing (Sewer)</b>				
P0117397	00215145	METROPRESORT	JAN 2023 PRINTING & MAILING OF	197.91
P0117397	00215145	METROPRESORT	JAN 2023 PRINTING & MAILING OF	159.73
P0117398	00215145	METROPRESORT	FEB 2023 PRINTING & MAILING OF	89.43
P0117398	00215145	METROPRESORT	FEB 2023 PRINTING & MAILING OF	72.09
<b>Org Key: FN4503 - Utility Billing (Storm)</b>				
P0117397	00215145	METROPRESORT	JAN 2023 PRINTING & MAILING OF	197.91
P0117397	00215145	METROPRESORT	JAN 2023 PRINTING & MAILING OF	159.73
P0117398	00215145	METROPRESORT	FEB 2023 PRINTING & MAILING OF	89.43
P0117398	00215145	METROPRESORT	FEB 2023 PRINTING & MAILING OF	72.08
<b>Org Key: FR1100 - Administration (FR)</b>				
P0117426	00215143	KRONOS	Annual telestaff dues	4,829.83
<b>Org Key: FR2100 - Fire Operations</b>				
P0116729	00215149	NORCOM 911	2023 Quarterly Norcom Assessme	46,524.98
P0117425	00215111	AT&T MOBILITY	cell and tablets	909.16



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: GB0104 - Luther Burbank Admin Repairs</b>				
P0117414	00215151	PACIFIC AIR CONTROL INC	MI LUTHER BURBANK WO # 31528	2,830.67
<b>Org Key: GB0120 - PW Building Roof Replacement</b>				
P0116929	00215162	STEMPER ARCHITECTURE COLLAB	PUBLIC WORKS BUILDING SEISMIC	30,904.88
<b>Org Key: GGM001 - General Government-Misc</b>				
P0117454	00215152	POT O' GOLD INC	COFFEE STATION	576.37
P0117467	00215120	DEPT OF ENTERPRISE SERVICES	Monthly Business Cards 10-31-2	134.03
<b>Org Key: GGM004 - Gen Govt-Office Support</b>				
P0117409	00215178	Xerox Financial Services	Copier Lease Fees INV 3772720	857.69
P0117409	00215178	Xerox Financial Services	Copier Lease Fees INV 3805949	738.42
P0117470	00215120	DEPT OF ENTERPRISE SERVICES	#10 CUSTOM PLAIN COURT	285.57
P0117409	00215178	Xerox Financial Services	Copier Lease Fees INV 3780308	284.06
P0117409	00215178	Xerox Financial Services	Copier Lease Fees INV 3780308	226.06
P0117443	00215117	CONFIDENTIAL DATA DISPOSAL	City Shredding Service - 1-31-	225.00
P0117469	00215120	DEPT OF ENTERPRISE SERVICES	#10 CUSTOM PLAIN COURT	80.17
<b>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</b>				
P0117460	00215122	DEVENY, JAN P	LEOFF1 LTC Expenses	10,584.00
P0117461	00215144	KUHN, DAVID	LEOFF1 Retiree Medical Expense	531.24
P0117461	00215144	KUHN, DAVID	LEOFF1 Retiree Medical Expense	120.37
P0117460	00215122	DEVENY, JAN P	LEOFF1 Retiree Medical Expense	113.45
<b>Org Key: GT0106 - Enterprise Resource Planning S</b>				
	00215155	SCHUMACHER, BEN	REIMB TYLER CONNECT CONF.REG.	1,067.00
	00215155	SCHUMACHER, BEN	REIMB HOTEL-MAY 7-9	904.61
	00215155	SCHUMACHER, BEN	REIMB PLANE TICKETS ROUND TRIP	648.00
	00215155	SCHUMACHER, BEN	REIMB HOTEL-MAY 6	357.57
	00215155	SCHUMACHER, BEN	REIMB HOTEL-MAY 10	310.37
<b>Org Key: GT0108 - Technology Equipment Replaceme</b>				
P0116511	00215164	Tech Heads Inc.	2022 Primary Border Firewall	24,133.13
<b>Org Key: IS2100 - IGS Network Administration</b>				
P0117432	00215140	KNOWBE4 INC	Knowbe4 additional licenses	1,254.86
<b>Org Key: IS3170 - ARPA-ArcGIS Utility Network</b>				
P0117456	00215125	GIS INC A CONTINENTAL MAPPING	JAN 2023 GIS SERVICES	291.45
P0117455	00215125	GIS INC A CONTINENTAL MAPPING	FEB 2023 T&M LABOR STAFF GEOSP	93.13
<b>Org Key: MT1500 - Urban Forest Mangement</b>				
P0117275	00215109	ALEX TREE SERVICE LLC	MI FALL 2022 TREE REMOVAL	1,382.15
<b>Org Key: MT2100 - Roadway Maintenance</b>				
P0117410	00215137	KC FINANCE	2022 Project # 1135621 RSD MI	9,492.29
P0117411	00215137	KC FINANCE	PROJECT # 1135614 RSD MI SIGNA	1,464.66
P0117401	00215179	ZUMAR INDUSTRIES	20) VIS-Z-SHIELDS FOR SIGN POS	979.14
<b>Org Key: MT2200 - Vegetation Maintenance</b>				
P0117275	00215109	ALEX TREE SERVICE LLC	MI FALL 2022 TREE REMOVAL	856.75
<b>Org Key: MT3100 - Water Distribution</b>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0117417	00215129	H D FOWLER	REPAIR CLAMPS WITH 1" & 2" TAP	5,993.96
P0117418	00215129	H D FOWLER	351-01-403 1/4" ARBOR PILOT DR	458.79
P0117418	00215129	H D FOWLER	TRANSMATE TAPPING COMPOUND #35	58.32
P0117403	00215160	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES & RAIN BIBS	30.00
P0117402	00215176	WORKWEAR PLACE, THE	RAIN PANTS	30.00
<i>Org Key: MT3150 - Water Quality Event</i>				
P0117166	00215110	AM TEST INC	2023 WATER QUALITY SAMPLES	25.00
<i>Org Key: MT3300 - Water Associated Costs</i>				
P0117403	00215160	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES & RAIN BIBS	335.45
P0117402	00215176	WORKWEAR PLACE, THE	RAIN PANTS	49.26
<i>Org Key: MT3400 - Sewer Collection</i>				
P0117475	00215137	KC FINANCE	SEPT 2022 CEDAR HILL	250.08
P0117422	00215124	GCP WW HOLDCO LLC	MISC. WORK CLOTHES & RAINGEAR	30.00
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0117415	00215132	HOME DEPOT CREDIT SERVICE	CREDIT-RETURNED WELDING	-109.00
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P0117422	00215124	GCP WW HOLDCO LLC	MISC. WORK CLOTHES & RAINGEAR	138.29
<i>Org Key: MT3800 - Storm Drainage</i>				
P0117275	00215109	ALEX TREE SERVICE LLC	MI FALL 2022 TREE REMOVAL	283.50
P0117413	00215110	AM TEST INC	TOTAL COLIFORM ANALYSIS	210.00
P0117412	00215110	AM TEST INC	OIL & GREASE ANALYSIS	95.00
<i>Org Key: MT3810 - NPDES Phase 2 Prog Developmt</i>				
P0116649	00215165	THE WATERSHED COMPANY	2022-23 CITY OF MERCER ISLAND	27,799.32
<i>Org Key: MT4200 - Building Services</i>				
P0117421	00215160	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	449.93
P0117404	00215124	GCP WW HOLDCO LLC	BOOT DRYER	49.53
P0117404	00215124	GCP WW HOLDCO LLC	MISC. WORK CLOTHES	19.69
P0117421	00215160	SOUND SAFETY PRODUCTS	CREDIT-RETURNED WORK CLOTHES	-0.64
<i>Org Key: MT4300 - Fleet Services</i>				
P0117458	00215157	SEATTLE BOAT COMPANY	Patrol 11 Fuel - 2-23-2023 - 6	630.59
P0117479	00215121	DEPT OF LICENSING	2015 FORD 350 PLATE # 60052D	190.25
<i>Org Key: MT4501 - Water Administration</i>				
P0117405	00215158	SEATTLE PUBLIC UTILITIES	JAN 2023 WATER PURCHASE	100,891.15
<i>Org Key: MT4502 - Sewer Administration</i>				
P0116727	00215139	KING COUNTY TREASURY	JAN-DEC 2023 MONTHLY SEWER CHA	450,907.83
<i>Org Key: MT6100 - Park Maintenance</i>				
P0117452	00215147	MI UTILITY BILLS	FEB 2023 PMT OF UTILITY BILLS	1,779.88
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
P0117452	00215147	MI UTILITY BILLS	FEB 2023 PMT OF UTILITY BILLS	1,101.88
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
P0117452	00215147	MI UTILITY BILLS	FEB 2023 PMT OF UTILITY BILLS	2,189.99

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0117452	00215147	MI UTILITY BILLS	FEB 2023 PMT OF UTILITY BILLS	370.60
<i>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</i>				
P0117275	00215109	ALEX TREE SERVICE LLC	MI FALL 2022 TREE REMOVAL	389.60
<i>Org Key: PO0000 - Police-Revenue</i>				
P0117030	00215172	WA STATE DOL	CONCEALED PISTOL LICENSES ISSU	1,101.00
P0117444	00215173	WASHINGTON STATE PATROL	CPL Backgrounds - Invoice #	39.75
<i>Org Key: PO1100 - Administration (PO)</i>				
P0117450	00215111	AT&T MOBILITY	PD Cell Service - Jan 2023 -	857.13
P0117437	00215123	FBI-LEEDA	Membership Dues - Commander Ma	50.00
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0117457	00215159	SKYLINE COMMUNICATIONS INC	MARCH 2023 EOC INTERNET	216.55
P0117442	00215119	DATAQUEST LLC	EMAC Vol Backgrounds -	106.00
P0117434	00215153	REMOTE SATELLITE SYSTEMS INT'L	** 2022 - SAT Phone Service fo	59.00
<i>Org Key: PO1800 - Contract Dispatch Police</i>				
P0116729	00215149	NORCOM 911	2023 Quarterly Norcom Assessme	140,084.08
<i>Org Key: PO1900 - Jail/Home Monitoring</i>				
P0117440	00215156	SCORE	SCORE Jail Housing Fees - Feb	4,467.00
P0117474	00215137	KC FINANCE	2022 DAJD OTH CITIES MAINTENAN	903.20
<i>Org Key: PO2100 - Patrol Division</i>				
P0117441	00215150	PACE SYSTEMS INC.	Pace Scheduling Software - Inv	3,200.00
P0117449	00215142	KROESENS UNIFORM COMPANY	Uniform Supplies - Invoice(s):	660.03
P0117436	00215174	WESCOM	Pro Laser III Lidar Calibrated	605.55
P0117435	00215113	BIO MANAGEMENT NW	Bio Clean of Patrol Car - Invo	447.15
P0117445	00215134	IBSEN TOWING CO BELLEVUE	Impound - Invoice # 23-01-1046	279.65
P0117449	00215142	KROESENS UNIFORM COMPANY	Uniform Supplies - Invoice(s):	140.31
P0117449	00215142	KROESENS UNIFORM COMPANY	Uniform Supplies - Invoice(s):	139.27
P0117446	00215116	CLEANERS PLUS 1	** 2022Uniform Cleaning - Dec	95.79
P0117439	00215146	MI HARDWARE - POLICE	Patrol Supplies - Invoice # 14	41.77
P0117449	00215142	KROESENS UNIFORM COMPANY	Uniform Supplies - Invoice(s):	24.20
P0117449	00215142	KROESENS UNIFORM COMPANY	Uniform Supplies - Invoice(s):	22.01
<i>Org Key: PO2201 - Dive Team</i>				
P0117453	00215168	Undersea Systems Internation	Underwater Communications Gear	10,272.26
P0117451	00215171	VIRGINIA MASON	** 2022 - Dive Team Physicals	8,065.00
P0117451	00215171	VIRGINIA MASON	** 2022 - Dive Team Physicals	2,804.00
P0117448	00215169	UNDERWATER SPORTS INC.	Dive Team Equipment Maintenanc	1,016.22
P0117447	00215169	UNDERWATER SPORTS INC.	Dive Team Equipment shipping c	27.53
<i>Org Key: PO3100 - Investigation Division</i>				
P0117438	00215166	THOMSON REUTERS - WEST	West Investigative Services -	497.61
<i>Org Key: PO4100 - Firearms Training</i>				
P0117459	00215112	AXON ENTERPRISE INC	Axon Taser Batteries - Invoice	1,440.11
<i>Org Key: PR1100 - Administration (PR)</i>				
P0117429	00215177	WRPA	MEMBERSHIP RENEWAL	2,520.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0117428	00215148	MPLC	UMBRELLA LICENSE COVERING THE	749.00
P0117427	00215177	WRPA	WRPA ANNUAL CONFERENCE AND	190.00
<i>Org Key: PR5400 - Gallery Program</i>				
	00215175	WHITAKER, CAROL	REIMB PLATES CUPS AND FOOD	260.14
<i>Org Key: PY4621 - Flex Spending Admin 2021</i>				
	00215133	HORSCHMAN, BRENT	REIMB FSA	277.20
<i>Org Key: SP0120 - Sunset Hwy/77 Ave SW Improveme</i>				
P0116963	00215108	Active Construction Inc.	Sunset Hwy & 77th Ave SE	133,918.04
P0116933	00215141	KPG	77TH AVE SE & SUNSET HWY	42,516.00
<i>Org Key: SU0113 - SCADA System Replacement-Sewer</i>				
P0103284	00215114	BROWN AND CALDWELL CONSULTANTS	PH1 SCADA EQUIPMENT REPLACEMEN	64,715.55
P0103284	00215114	BROWN AND CALDWELL CONSULTANTS	PH1 SCADA EQUIPMENT REPLACEMEN	21,614.73
P0103284	00215114	BROWN AND CALDWELL CONSULTANTS	PH1 SCADA EQUIPMENT REPLACEMEN	20,298.61
P0103284	00215114	BROWN AND CALDWELL CONSULTANTS	PH1 SCADA EQUIPMENT REPLACEMEN	5,767.74
<i>Org Key: SW0104 - Sub Basin 22.1 Watercourse Sta</i>				
P0114817	00215127	GRAY & OSBORNE INC	Watercourse Stabilization Proj	501.73
<i>Org Key: SW0106 - Sub basin 25b.2 Watercourse St</i>				
P0114817	00215127	GRAY & OSBORNE INC	Watercourse Stabilization Proj	501.73
<i>Org Key: SW0126 - Emergency Stormwater Conveyanc</i>				
P0115941	00215136	JAFCO SEWER REPAIR	RIGHT OF WAY CURE-IN-PLACE PIP	1,944.75
<i>Org Key: VCP104 - CIP Streets Salaries</i>				
P0117416	00215170	UNITED REPROGRAPHICS	200 GRID PAPER PADS	336.21
<i>Org Key: VCP402 - CIP Water Salaries</i>				
P0117416	00215170	UNITED REPROGRAPHICS	200 GRID PAPER PADS	336.19
<i>Org Key: VCP426 - CIP Sewer Salaries</i>				
P0117416	00215170	UNITED REPROGRAPHICS	200 GRID PAPER PADS	336.21
<i>Org Key: VCP432 - CIP Storm Drainage Salaries</i>				
P0117416	00215170	UNITED REPROGRAPHICS	200 GRID PAPER PADS	336.21
<i>Org Key: WU0100 - Emergency Water System Repairs</i>				
P0111663	00215154	RH2 ENGINEERING INC	RESERVOIR PUMP-MOTOR	24,951.25
<i>Org Key: WU0101 - Booster Chlorination Station</i>				
P0113453	00215130	HARBOR PACIFIC CONT INC.	Booster Chlorination System Pr	151,308.08
P0113453	00215130	HARBOR PACIFIC CONT INC.	Booster Chlorination System Pr	50,436.03
P0108114	00215115	CAROLLO ENGINEERS INC	BOOSTER CHLORINATION SYSTEM	9,176.50
<i>Org Key: WU0102 - SCADA System Replacement-Water</i>				
P0103284	00215114	BROWN AND CALDWELL CONSULTANTS	PH1 SCADA EQUIPMENT REPLACEMEN	38,379.17
P0103284	00215114	BROWN AND CALDWELL CONSULTANTS	PH1 SCADA EQUIPMENT REPLACEMEN	25,081.16
P0103284	00215114	BROWN AND CALDWELL CONSULTANTS	PH1 SCADA EQUIPMENT REPLACEMEN	17,067.83
P0103284	00215114	BROWN AND CALDWELL CONSULTANTS	PH1 SCADA EQUIPMENT REPLACEMEN	6,007.04
<i>Org Key: WU0106 - Madrona Crest East Addition Wa</i>				
P0117168	00215124	GCP WW HOLDCO LLC	SAFETY BOOTS & MISC. WORK CLOT	376.63

Date: 03/07/23

Report Name: Accounts Payable Report by GL Key

CouncilAP5

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
Org Key: WU0112 - Water System Components Repl				
P0117181	00215129	H D FOWLER	2" 202C.2 AIR VAC & BRASS FITT	3,109.96
Org Key: YF1200 - Thrift Shop				
P0117464	00215119	DATAQUEST LLC	Background Checks INV 20558	26.50
Org Key: YF2500 - Family Counseling				
P0117464	00215119	DATAQUEST LLC	Background Checks INV 20557	63.20
Total				1,581,204.79

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00215108	03/03/2023	Active Construction Inc. Sunset Hwy & 77th Ave SE	P0116963	02222023	02/22/2023	133,918.04
00215109	03/03/2023	ALEX TREE SERVICE LLC MI FALL 2022 TREE REMOVAL	P0117275	1174-A	12/31/2022	2,912.00
00215110	03/03/2023	AM TEST INC 2023 WATER QUALITY SAMPLES	P0117413	131680	01/31/2023	330.00
00215111	03/03/2023	AT&T MOBILITY cell and tablets	P0117450	X02192023	02/11/2023	1,766.29
00215112	03/03/2023	AXON ENTERPRISE INC Axon Taser Batteries - Invoice	P0117459	SPKS20725	02/24/2023	1,440.11
00215113	03/03/2023	BIO MANAGEMENT NW Bio Clean of Patrol Car - Invo	P0117435	8305	02/24/2023	447.15
00215114	03/03/2023	BROWN AND CALDWELL CONSULTANTS PH1 SCADA EQUIPMENT REPLACEMEN	SP0103284	14472683	12/31/2022	198,931.83
00215115	03/03/2023	CAROLLO ENGINEERS INC BOOSTER CHLORINATION SYSTEM	P0108114	FE32968	02/13/2023	9,176.50
00215116	03/03/2023	CLEANERS PLUS 1 ** 2022Uniform Cleaning - Dec	P0117446	73821	12/31/2022	95.79
00215117	03/03/2023	CONFIDENTIAL DATA DISPOSAL City Shredding Service - 1-31-	P0117443	216885	01/31/2023	225.00
00215118	03/03/2023	DANIEL, KAMARIA MITV 2/7 Council Mtg	P0117419	02FEB2023	02/27/2023	500.00
00215119	03/03/2023	DATAQUEST LLC EMAC Vol Backgrounds -	P0117464	20557	02/28/2023	195.70
00215120	03/03/2023	DEPT OF ENTERPRISE SERVICES Monthly Business Cards 10-31-2	P0117470	731119857	12/31/2022	499.77
00215121	03/03/2023	DEPT OF LICENSING 2015 FORD 350 PLATE # 60052D	P0117479	09132022	12/31/2022	190.25
00215122	03/03/2023	DEVENY, JAN P LEOFF1 Retiree Medical Expense	P0117460	02222023	02/22/2023	10,697.45
00215123	03/03/2023	FBI-LEEDA Membership Dues - Commander Ma	P0117437	44032489-23	03/01/2023	50.00
00215124	03/03/2023	GCP WW HOLDCO LLC MISC. WORK CLOTHES & RAINGEAR	P0117168	INV2060000421	01/29/2023	614.14
00215125	03/03/2023	GIS INC A CONTINENTAL MAPPING FEB 2023 T&M LABOR STAFF GEOSP	P0117456	11904	02/15/2023	384.58
00215126	03/03/2023	GRAINGER INVENTORY PURCHASES	P0117407	9619957229	02/23/2023	402.16
00215127	03/03/2023	GRAY & OSBORNE INC Watercourse Stabilization Proj	P0114817	10	02/01/2023	1,003.46
00215128	03/03/2023	Gregory, Jeff REIMB TRAYS AND CABINET		02232023	02/23/2023	139.14
00215129	03/03/2023	H D FOWLER 351-01-403 1/4" ARBOR PILOT DR	P0117181	I6326704	02/23/2023	9,621.03
00215130	03/03/2023	HARBOR PACIFIC CONT INC. Booster Chlorination System Pr	P0113453	02102023	12/31/2022	201,744.11
00215131	03/03/2023	HARRIS COMPUTER SYSTEMS 2023 EFFICIENCY REVIEW - ONSIT	P0117406	CT056483	02/16/2023	4,404.00
00215132	03/03/2023	HOME DEPOT CREDIT SERVICE INVENTORY PURCHASES	P0117415	01272023	01/27/2023	228.95
00215133	03/03/2023	HORSCHMAN, BRENT REIMB FSA		02222023	02/22/2023	277.20

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00215134	03/03/2023	IBSEN TOWING CO BELLEVUE Impound - Invoice # 23-01-1046	P0117445	23-01-10462	02/01/2023	279.65
00215135	03/03/2023	INTERCOM LANGUAGE SERVICES INC Intercom invoice #23-068	P0117423	23-068	02/27/2023	768.75
00215136	03/03/2023	JAFCO SEWER REPAIR RIGHT OF WAY CURE-IN-PLACE PIP	P0115941	I16350-2022	12/31/2022	1,944.75
00215137	03/03/2023	KC FINANCE PROJECT # 1135614 RSD MI SIGNA	P0117474	3003779	12/31/2022	12,110.23
00215138	03/03/2023	KING COUNTY FINANCE 2022 General Election Voters	P0117408	2146716	12/31/2022	1,322.84
00215139	03/03/2023	KING COUNTY TREASURY JAN-DEC 2023 MONTHLY SEWER CHA	P0116727	30036467	03/01/2023	450,907.83
00215140	03/03/2023	KNOWBE4 INC Knowbe4 additional licenses	P0117432	Q-674898	02/24/2023	1,254.86
00215141	03/03/2023	KPG 77TH AVE SE & SUNSET HWY	P0116933	193013	02/16/2023	42,516.00
00215142	03/03/2023	KROESENS UNIFORM COMPANY Uniform Supplies - Invoice(s):	P0117449	72324	02/20/2023	985.82
00215143	03/03/2023	KRONOS Annual telestaff dues	P0117426	12026367	01/31/2023	4,829.83
00215144	03/03/2023	KUHN, DAVID LEOFF1 Retiree Medical Expense	P0117461	02232023	02/23/2023	651.61
00215145	03/03/2023	METROPRESORT FEB 2023 PRINTING & MAILING OF	P0117397	IN652067	02/10/2023	1,557.48
00215146	03/03/2023	MI HARDWARE - POLICE Patrol Supplies - Invoice # 14	P0117439	01312023	01/31/2023	41.77
00215147	03/03/2023	MI UTILITY BILLS FEB 2023 PMT OF UTILITY BILLS	P0117452	FEB2023	02/28/2023	5,442.35
00215148	03/03/2023	MPLC UMBRELLA LICENSE COVERING THE	P0117428	504416009	02/17/2023	749.00
00215149	03/03/2023	NORCOM 911 2023 Quarterly Norcom Assessme	P0116729	0001414	03/01/2023	186,609.06
00215150	03/03/2023	PACE SYSTEMS INC. Pace Scheduling Software - Inv	P0117441	IN00048285	02/17/2023	3,200.00
00215151	03/03/2023	PACIFIC AIR CONTROL INC MI LUTHER BURBANK WO # 31528	P0117414	31528A	02/07/2023	2,830.67
00215152	03/03/2023	POT O' GOLD INC COFFEE STATION	P0117454	0030662	02/28/2023	576.37
00215153	03/03/2023	REMOTE SATELLITE SYSTEMS INT'L ** 2022 - SAT Phone Service fo	P0117434	00120165	12/31/2022	59.00
00215154	03/03/2023	RH2 ENGINEERING INC RESERVOIR PUMP-MOTOR ASSESMENT	P0111663	89443	02/14/2023	24,951.25
00215155	03/03/2023	SCHUMACHER, BEN REIMB HOTEL-MAY 7-9		03022023	03/02/2023	3,287.55
00215156	03/03/2023	SCORE SCORE Jail Housing Fees - Feb	P0117440	6683	02/13/2023	4,467.00
00215157	03/03/2023	SEATTLE BOAT COMPANY Patrol 11 Fuel - 2-23-2023 - 6	P0117458	02232023	02/23/2023	630.59
00215158	03/03/2023	SEATTLE PUBLIC UTILITIES JAN 2023 WATER PURCHASE	P0117405	JANUARY2023	02/03/2023	100,891.15
00215159	03/03/2023	SKYLINE COMMUNICATIONS INC MARCH 2023 EOC INTERNET	P0117457	IN47123	03/01/2023	216.55


**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00215160	03/03/2023	SOUND SAFETY PRODUCTS MISC. WORK CLOTHES & RAIN BIBS	P0117421	251451/3	02/17/2023	814.74
00215161	03/03/2023	STATE AUDITOR'S OFFICE 1/23 ACCOUNTABILITY AUDIT	P0117483	L152687	02/09/2023	22,144.00
00215162	03/03/2023	STEMPER ARCHITECTURE COLLAB PUBLIC WORKS BUILDING SEISMIC	P0116929	22200	02/05/2023	30,904.88
00215163	03/03/2023	TAMAR SHETTY REFUND PERMIT #2208-252		517232	01/25/2023	7,823.60
00215164	03/03/2023	Tech Heads Inc. 2022 Primary Border Firewall	P0116511	E3871	01/06/2023	24,133.13
00215165	03/03/2023	THE WATERSHED COMPANY 2022-23 CITY OF MERCER ISLAND	P0116649	2023-0203	02/10/2023	27,799.32
00215166	03/03/2023	THOMSON REUTERS - WEST West Investigative Services -	P0117438	847780988	02/01/2023	497.61
00215167	03/03/2023	TYLER TECHNOLOGIES INC License Fees Tyler Munis Finan	P0116068	045-404388	12/31/2022	2,400.00
00215168	03/03/2023	Undersea Systems Internation Underwater Communications Gear	P0117453	C000109476	01/17/2023	10,272.26
00215169	03/03/2023	UNDERWATER SPORTS INC. Dive Team Equipment Maintenanc	P0117447	20025553	01/26/2023	1,043.75
00215170	03/03/2023	UNITED REPROGRAPHICS 200 GRID PAPER PADS	P0117416	9113239-IN	02/16/2023	1,344.82
00215171	03/03/2023	VIRGINIA MASON ** 2022 - Dive Team Physicals	P0117451	06212022	12/31/2022	10,869.00
00215172	03/03/2023	WA STATE DOL CONCEALED PISTOL LICENSES ISSU	P0117030	MR0000744	12/31/2022	1,101.00
00215173	03/03/2023	WASHINGTON STATE PATROL CPL Backgrounds - Invoice #	P0117444	I23004363	02/01/2023	39.75
00215174	03/03/2023	WESCOM Pro Laser III Lidar Calibrated	P0117436	53633	02/11/2023	605.55
00215175	03/03/2023	WHITAKER, CAROL REIMB PLATES CUPS AND FOOD		20242023	02/24/2023	260.14
00215176	03/03/2023	WORKWEAR PLACE, THE RAIN PANTS	P0117402	2248	02/21/2023	79.26
00215177	03/03/2023	WRPA MEMBERSHIP RENEWAL	P0117427	8254	02/21/2023	2,710.00
00215178	03/03/2023	Xerox Financial Services Copier Lease Fees INV 3805949	P0117409	3780308	02/06/2023	2,106.23
00215179	03/03/2023	ZUMAR INDUSTRIES 20) VIS-Z-SHIELDS FOR SIGN POS	P0117401	42441	02/16/2023	979.14
					Total	<u>1,581,204.79</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	215180-215268	3/10/2023	\$217,605.37
			\$217,605.37

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: 001000 - General Fund-Admin Key</b>				
P0117550	00215240	OPEN WINDOW SCHOOL	Rental FA-6210 completed. Retu	920.00
<b>Org Key: 402000 - Water Fund-Admin Key</b>				
P0117487	00215250	SEATTLE PUBLIC UTILITIES	FEB 2023 SPU RETAIL SERVICE	4,825.00
P0117476	00215210	HOLT SERVICES INC	HYDRANT METER DEPOIST REFUND	2,900.00
P0117486	00215264	WALTER E NELSON CO	INVENTORY PURCHASES	2,603.91
P0117177	00215207	H D FOWLER	INVENTORY PURCHASES	2,581.49
P0117478	00215226	LUIGI PONTES	WATER SERVICE DEPOSIT REFUND	1,648.97
P0117477	00215266	WILLIAM E. BUCHAN INC	WATER SERVICE DEPOSIT REFUND	1,521.64
P0117545	00215198	DUNN LUMBER COMPANY	INVENTORY PURCHASES	410.89
P0117547	00215207	H D FOWLER	INVENTORY PURCHASES	327.94
P0117430	00215190	CAPITAL ONE TRADE CREDIT	INVENTORY PURCHASES	294.08
P0117463	00215205	GRAINGER	INVENTORY PURCHASES	291.43
	00215238	NATIONAL TRANSFER SERVICES LLC	REFUND-OVERPMT ON 01040482501	251.82
	00215189	CAMARA, ALEX	REFUND-OVER PMT ON 01078163006	166.55
<b>Org Key: 814074 - Garnishments</b>				
	00215193	CHAPTER 13 TRUSTEE	PR EARLY WARRANTS-03.10.23	572.00
<b>Org Key: 814075 - Mercer Island Emp Association</b>				
	00215231	MI EMPLOYEES ASSOC	PR EARLY WARRANTS-03.10.23	222.50
<b>Org Key: CA1100 - Administration (CA)</b>				
P0117520	00215227	Madrona Law Group, PLLC	Invoice #11790 Professional	26,441.20
P0117520	00215227	Madrona Law Group, PLLC	Invoice #11793 Professional	4,876.00
	00215180	US BANK CORP PAYMENT SYS	Dues & Subscriptions	471.10
P0117520	00215227	Madrona Law Group, PLLC	Invoice #11791 Professional	432.00
P0117530	00215246	RELX INC DBA LEXISNEXIS	Invoice #3094352499 Legal	363.33
P0117520	00215227	Madrona Law Group, PLLC	Invoice #11792 Professional	81.00
P0117520	00215227	Madrona Law Group, PLLC	Invoice #11789 Professional	81.00
	00215180	US BANK CORP PAYMENT SYS	Tuition & Registrations	40.00
	00215180	US BANK CORP PAYMENT SYS	Dues & Subscriptions	11.78
	00215180	US BANK CORP PAYMENT SYS	Tuition & Registrations	-40.00
<b>Org Key: CA1200 - Prosecution &amp; Criminal Mngmnt</b>				
P0117529	00215243	P.S.I. Investigations LLC	Invoice #2237 Public	1,662.50
P0117532	00215265	WESCOM	Invoice #53634 Radar Expert Fe	300.00
<b>Org Key: CM1100 - Administration (CM)</b>				
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	57.36
<b>Org Key: CM1200 - City Clerk</b>				
	00215180	US BANK CORP PAYMENT SYS	Dues & Subscriptions	600.00
	00215180	US BANK CORP PAYMENT SYS	Dues & Subscriptions	225.00
	00215180	US BANK CORP PAYMENT SYS	Dues & Subscriptions	165.00
	00215180	US BANK CORP PAYMENT SYS	Dues & Subscriptions	145.90
<b>Org Key: CM1400 - Communications</b>				
	00215180	US BANK CORP PAYMENT SYS	Dues & Subscriptions	593.56
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	15.96
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	5.95

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: CO6100 - City Council</b>				
	00215180	US BANK CORP PAYMENT SYS	1/17 Council Meeting Meal	262.10
	00215180	US BANK CORP PAYMENT SYS	1/17 Council Meeting Meal	12.00
<b>Org Key: CR1100 - Human Resources</b>				
P0117517	00215239	Oestreich Associates	Leadership Coaching INV CMI-23	1,000.00
	00215180	US BANK CORP PAYMENT SYS	Professional Services	450.00
	00215180	US BANK CORP PAYMENT SYS	Professional Services	450.00
	00215180	US BANK CORP PAYMENT SYS	Professional Services	420.00
	00215180	US BANK CORP PAYMENT SYS	Professional Services	175.00
P0117507	00215194	CINTAS	First Aid Supplies INV 5148300	168.33
	00215180	US BANK CORP PAYMENT SYS	Services-Testing/Recruitment	130.00
	00215180	US BANK CORP PAYMENT SYS	Services-Testing/Recruitment	130.00
	00215180	US BANK CORP PAYMENT SYS	Professional Services	125.00
	00215180	US BANK CORP PAYMENT SYS	Services-Testing/Recruitment	125.00
	00215180	US BANK CORP PAYMENT SYS	Professional Services	119.00
	00215180	US BANK CORP PAYMENT SYS	Office Supplies	47.80
	00215180	US BANK CORP PAYMENT SYS	Professional Services	27.51
	00215180	US BANK CORP PAYMENT SYS	Supplies-Employee Recognition	25.00
	00215180	US BANK CORP PAYMENT SYS	Supplies-Employee Recognition	25.00
<b>Org Key: CT1100 - Municipal Court</b>				
P0117491	00215224	LANGUAGE LINE SERVICES	Language Line invoice #1094394	29.76
<b>Org Key: DS0000 - Development Services-Revenue</b>				
	00215186	BARCELO HOMES	REFUND PERMIT# 2103-066	450.00
	00215191	CARDINAL HEATING & A/C	REFUND PERMIT# 2303-029	176.00
	00215203	FROULA ALARM SYSTEMS INC.	REFUND PERMIT# 2302-182	159.00
<b>Org Key: DS1100 - Administration (DS)</b>				
	00215180	US BANK CORP PAYMENT SYS	Services - Technology Fee	951.27
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	450.00
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	18.85
<b>Org Key: DS1200 - Bldg Plan Review &amp; Inspection</b>				
P0117527	00215220	KOLKE CONSULTING GROUP INC	Residential Plan Rev 2109-150	787.50
P0117539	00215215	INTERNATIONAL CODE COUNCIL	ICC Educodes Week	600.00
P0117539	00215215	INTERNATIONAL CODE COUNCIL	'21 IMC Commentary SC & PDF Co	169.55
P0117523	00215263	WABO	D Lindsay Code Training	150.00
P0117159	00215215	INTERNATIONAL CODE COUNCIL	Governmental Membership	145.00
P0117539	00215215	INTERNATIONAL CODE COUNCIL	ICC Reference Tabs	15.36
<b>Org Key: DS1300 - Land Use Planning Svc</b>				
P0117519	00215254	SOUND PUBLISHING INC	Ntc. 2701687 Notice of Public	119.52
P0117519	00215254	SOUND PUBLISHING INC	Ntc. 2701780 Notice of Public	98.78
<b>Org Key: FN1100 - Administration (FN)</b>				
	00215180	US BANK CORP PAYMENT SYS	1099 FORMS AND FILE FOR 2022	306.33
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	54.10
<b>Org Key: FN2100 - Data Processing</b>				
P0117501	00215192	CDW GOVERNMENT INC	Adobe Acrobat Standard 3 Licen	1,077.67
P0117488	00215230	METROPRESORT	FEB2023 E-SERVICE CHARGES PORT	75.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0117488	00215230	METROPRESORT	FEB 2023 PRINTING & MAILING OF	75.84
P0117488	00215230	METROPRESORT	FEB 2023 PRINTING & MAILING OF	61.13
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0117472	00215219	KC RECORDER	SEWER LIEN RELEASE	234.00
P0117473	00215219	KC RECORDER	SEWER LIEN RELEASE	156.00
P0117488	00215230	METROPRESORT	FEB 2023 PRINTING & MAILING OF	75.84
	00215180	US BANK CORP PAYMENT SYS	Repair & Maintenance Services	61.54
P0117488	00215230	METROPRESORT	FEB 2023 PRINTING & MAILING OF	61.13
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0117488	00215230	METROPRESORT	FEB 2023 PRINTING & MAILING OF	75.84
P0117488	00215230	METROPRESORT	FEB 2023 PRINTING & MAILING OF	61.12
<i>Org Key: FR1100 - Administration (FR)</i>				
P0117540	00215258	SYSTEMS DESIGN WEST LLC	Transport Billing	2,348.50
P0117561	00215218	KAISER FOUNDATION HEALTH PLAN	medical testing/new recruits	1,645.00
	00215180	US BANK CORP PAYMENT SYS	Computer Supplies	264.24
P0117515	00215183	Alvaria Inc	Telestaff monthly fee	165.15
P0117516	00215222	KROESENS UNIFORM COMPANY	Star Life saving medal	152.43
<i>Org Key: FR1200 - Fire Marshal</i>				
	00215180	US BANK CORP PAYMENT SYS	Training - PacNW Fire Investig	525.00
	00215180	US BANK CORP PAYMENT SYS	Subscription renewal	99.99
<i>Org Key: FR2100 - Fire Operations</i>				
	00215180	US BANK CORP PAYMENT SYS	Shipping for SCBA maintenance	46.54
	00215180	US BANK CORP PAYMENT SYS	Shipping for SCBA maintenance	13.00
<i>Org Key: FR2105 - Fire Mobile Integrated Health</i>				
	00215180	US BANK CORP PAYMENT SYS	MIH training	30.00
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0117542	00215181	AIRGAS USA LLC	oxygen cylinder	29.95
P0117542	00215181	AIRGAS USA LLC	oxygen	5.99
<i>Org Key: FR4100 - Training</i>				
	00215180	US BANK CORP PAYMENT SYS	Fire Service Instructor Traini	450.00
	00215180	US BANK CORP PAYMENT SYS	Fire Service Instructor Traini	450.00
<i>Org Key: GB0101 - HVAC Repairs</i>				
P0117508	00215185	AUBURN MECHANICAL	Investigate gas smell PW build	2,120.26
<i>Org Key: GB0108 - FS91 Site Characterization &amp; F</i>				
P0110294	00215201	FARALLON CONSULTING LLC	PROJECT 1292-003 FS91 SITE	2,127.10
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0117543	00215245	PITNEY BOWES	Folding Machine Lease INV 3317	1,053.76
P0117492	00215268	Xerox Financial Services	Copier Rental Fees INV 3943679	857.69
P0117492	00215268	Xerox Financial Services	Copier Rental Fees INV 3946651	284.06
P0117484	00215247	RICOH USA INC	Cost per copy	166.81
<i>Org Key: GT0104 - Mobile Asset Data Collection</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0117506	00215214	IMS INFRASTRUCTURE MANGT SRVS	PROFESSIONAL SERVICES INV#5052	8,000.00
<i>Org Key: IGV012 - MW Pool Operation Subsidy</i>				
P0116895	00215235	MI SCHOOL DISTRICT #400	2023 MI School District for Po	13,800.82
<i>Org Key: IGVO02 - ARCH</i>				
P0117548	00215187	BELLEVUE, CITY OF	ARCH Contributions 1st Qtr 202	17,411.50
<i>Org Key: IS1100 - IGS Mapping</i>				
P0117505	00215200	ESRI	TRAINING PASS TERM	713.00
<i>Org Key: IS2100 - IGS Network Administration</i>				
	00215180	US BANK CORP PAYMENT SYS	Services-Information Security	1,855.64
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	1,446.33
	00215180	US BANK CORP PAYMENT SYS	Services - Software Maint/Supt	933.65
	00215180	US BANK CORP PAYMENT SYS	Professional Services	252.01
	00215180	US BANK CORP PAYMENT SYS	Professional Services	100.47
P0117494	00215253	Smarsh Inc.	Smarsh Additional February	70.80
<i>Org Key: IS3101 - GIS Analyst Water Fund</i>				
P0117505	00215200	ESRI	TRAINING PASS TERM	713.00
<i>Org Key: IS3102 - GIS Analyst Sewer Fund</i>				
P0117505	00215200	ESRI	TRAINING PASS TERM	713.00
<i>Org Key: IS3103 - GIS Analyst Storm Fund</i>				
P0117505	00215200	ESRI	TRAINING PASS TERM	713.00
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0117431	00215260	TRAFFIC SAFETY SUPPLY	ICEALERT 5" TEMP. INDICATOR	1,057.59
	00215180	US BANK CORP PAYMENT SYS	200006956136 - 77TH AVE SE	449.57
P0117537	00215267	WSDOT	JANUARY 2023	165.49
	00215180	US BANK CORP PAYMENT SYS	200003232127 - 7806 SE 27TH ST	78.34
	00215180	US BANK CORP PAYMENT SYS	200003230832 - 7707 SE 27TH ST	77.24
	00215180	US BANK CORP PAYMENT SYS	200003231798 - 9100 SE 42ND ST	68.53
P0117431	00215260	TRAFFIC SAFETY SUPPLY	"72ND AVE SE" STREET SIGN	68.81
	00215180	US BANK CORP PAYMENT SYS	200003231962 - 4030 86TH AVE S	53.68
	00215180	US BANK CORP PAYMENT SYS	200003232945 - 4200 ISL CRST W	38.11
	00215180	US BANK CORP PAYMENT SYS	Computer Supplies	30.00
	00215180	US BANK CORP PAYMENT SYS	200003230659 - 4700 ISL CRST W	29.66
	00215180	US BANK CORP PAYMENT SYS	200003231459 - 5700 ISL CRST W	10.14
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P0117522	00215236	MI UTILITY BILLS	FEB 2023 PMT OF UTILITY BILLS	285.84
	00215180	US BANK CORP PAYMENT SYS	200012582025 - 84TH AVE SE & 7	13.35
<i>Org Key: MT3100 - Water Distribution</i>				
P0117546	00215207	H D FOWLER	1" X 36" BRASS NIPPLE	462.48
	00215180	US BANK CORP PAYMENT SYS	200003231616 - 3204 74TH AVE S	226.62
P0117174	00215251	SEATTLE PUMP	3/8" X 50' 4000PSI GREY HOSE	135.31
P0117499	00215234	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	61.39
<i>Org Key: MT3150 - Water Quality Event</i>				
P0117152	00215248	S&B INC	FREE CHLORINE MEMBRANE REV.S L	814.74

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0117166	00215184	AM TEST INC	2023 WATER QUALITY SAMPLES	300.00
P0117499	00215234	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	4.70
<i>Org Key: MT3300 - Water Associated Costs</i>				
P0117497	00215206	GREEN RIVER COMM COLLEGE/WETRC	FOR CCS CLASS ON HISTORY OF DI	430.00
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	315.00
P0117497	00215206	GREEN RIVER COMM COLLEGE/WETRC	FOR CCS CLASS ON HISTORY OF DI	210.00
P0117497	00215206	GREEN RIVER COMM COLLEGE/WETRC	FOR CCS CLASS ON HISTORY OF DI	210.00
	00215180	US BANK CORP PAYMENT SYS	Certification Practical Exam f	200.00
	00215180	US BANK CORP PAYMENT SYS	Certification Class on Control	180.00
	00215188	BOROVINA, RAYMOND	REIMB-MILEAGE SR#-8944 BAT	139.38
	00215180	US BANK CORP PAYMENT SYS	Certification Exam for Jake Le	104.00
	00215180	US BANK CORP PAYMENT SYS	Certification Exam WDM OIT for	104.00
	00215180	US BANK CORP PAYMENT SYS	ABC testing company double cha	104.00
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	97.04
	00215180	US BANK CORP PAYMENT SYS	Certification Exam WDM-OIT for	87.00
	00215180	US BANK CORP PAYMENT SYS	Certification Exam Service Fee	1.74
<i>Org Key: MT3400 - Sewer Collection</i>				
P0117173	00215251	SEATTLE PUMP	1" ENZ BULLDOG ANTIBLAST 65 NO	4,572.82
P0117283	00215211	HOME DEPOT CREDIT SERVICE	BATTERIES & DYNAFLEX ULTRA	280.05
P0117499	00215234	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	29.43
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00215180	US BANK CORP PAYMENT SYS	200003231228 - 2239 60TH AVE S	969.59
	00215180	US BANK CORP PAYMENT SYS	200008399293 - 8440 BENOTHO PL	314.12
	00215180	US BANK CORP PAYMENT SYS	200006775056 - PUMP STATION #	299.33
	00215180	US BANK CORP PAYMENT SYS	200001481403 - PUMP STATION #1	282.04
	00215180	US BANK CORP PAYMENT SYS	20017441250 - 3309 97TH AVE SE	250.91
	00215180	US BANK CORP PAYMENT SYS	200011502198 - 9855 SE 42ND ST	208.32
	00215180	US BANK CORP PAYMENT SYS	200016858421 - 5406 96TH AVE S	186.50
	00215180	US BANK CORP PAYMENT SYS	200016078202 - 4606 E MERCER W	150.32
	00215180	US BANK CORP PAYMENT SYS	200016294650 - PUMP STATION #1	136.10
	00215180	US BANK CORP PAYMENT SYS	200009146313 - PUMP STATION #1	129.48
	00215180	US BANK CORP PAYMENT SYS	200017385077 - PUMP STATION #1	128.25
P0117499	00215234	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	139.68
P0117045	00215205	GRAINGER	CYLINDRICAL PROXIMITY SENSOR	137.04
	00215180	US BANK CORP PAYMENT SYS	200013294083 - 4009 W MERCER W	88.51
P0117522	00215236	MI UTILITY BILLS	FEB 2023 PMT OF UTILITY BILLS	47.64
	00215180	US BANK CORP PAYMENT SYS	200014437541 - 4008 E MERCER W	35.41
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
	00215180	US BANK CORP PAYMENT SYS	DOH Certification Application	87.00
	00215228	MARTIN, ERIC	REIMB: SR#8899-02.13.23	17.50
	00215180	US BANK CORP PAYMENT SYS	DOH Certification Application	1.74
<i>Org Key: MT3800 - Storm Drainage</i>				
P0117480	00215244	PACIFIC INDUSTRIAL SUPPLY CO	MISC. METAL	494.00
P0117155	00215208	HANNA INSTRUMENTS US INC	AMMONIA LOW RANGE PHOTOMETER	303.88
P0117155	00215208	HANNA INSTRUMENTS US INC	AMMONIA LR, NESSLER METHOD, RE	55.05
	00215180	US BANK CORP PAYMENT SYS	Licenses/Certifications/Exams	42.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: MT4150 - Support Services - Clearing</b>				
P0117496	00215195	CINTAS CORPORATION #460	2023 PW COVERALL SERVICES	2,800.09
P0117466	00215262	UTILITIES UNDERGROUND LOCATION	2023 UTILITY LOCATES	210.27
P0117433	00215196	CRYSTAL AND SIERRA SPRINGS	PW WATER DELIVERY	45.49
<b>Org Key: MT4200 - Building Services</b>				
P0117522	00215236	MI UTILITY BILLS	FEB 2023 PMT OF UTILITY BILLS	742.66
P0117513	00215223	LAKESIDE DOORS INC	MAIN FIRE STATION FRONT SOUTH	615.46
P0117510	00215199	EASTSIDE EXTERMINATORS	BI MONTHLY - MI CITY HALL	298.33
P0117511	00215202	FIRE PROTECTION INC	ALARM SVC FIRE STATION 92	166.89
P0117471	00215232	MI HARDWARE - BLDG	MISC. HARDWARE FOR THE MONTH O	162.87
P0117502	00215204	GCP WW HOLDCO LLC	MISC. WORK CLOTHES	114.13
P0117499	00215234	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	90.63
	00215180	US BANK CORP PAYMENT SYS	20003232788 - 9100 SE 47TH ST	62.02
<b>Org Key: MT4300 - Fleet Services</b>				
P0117495	00215229	MERCER ISLAND CHEVRON	FUEL	1,193.59
P0117498	00215237	NAPA AUTO PARTS	REPAIR PARTS	1,114.09
P0117465	00215182	ALL BATTERY SALES & SERVICE	BATTERIES	633.38
P0117485	00215213	IBS INC	MISC. HARDWARE (VEHICLE MAINT.	643.20
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	455.81
P0117490	00215256	STARBUCK'S TOWING	FL-0405 VANDALIZED & TOWED TO	279.65
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	135.46
<b>Org Key: MT4420 - Transportation Planner Eng</b>				
P0117545	00215198	DUNN LUMBER COMPANY	6 X 6 X 14' PRESSURE TREATED L	282.70
<b>Org Key: MT6100 - Park Maintenance</b>				
P0117481	00215212	HORIZON	IRRIGATION FITTINGS	1,337.75
	00215180	US BANK CORP PAYMENT SYS	200001903414 - 4101 82ND AVE S	490.43
	00215180	US BANK CORP PAYMENT SYS	Eye wash	300.51
P0117500	00215216	ISSAQUAH HONDA KUBOTA	STI BGA86 BLOWER S/N 445637107	277.44
	00215180	US BANK CORP PAYMENT SYS	200013246570 - 7677 SE 32ND ST	222.46
P0117496	00215195	CINTAS CORPORATION #460	PARKS 2023 COVERALL SERVICE	126.75
	00215180	US BANK CORP PAYMENT SYS	WSU herbicide training	120.00
	00215180	US BANK CORP PAYMENT SYS	Food for staff on call trainin	51.97
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	47.80
P0117493	00215233	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	20.13
	00215180	US BANK CORP PAYMENT SYS	200014674135 - 2835 60TH AVE S	15.55
<b>Org Key: MT6500 - Luther Burbank Park Maint</b>				
P0117512	00215202	FIRE PROTECTION INC	MI FIRE ALARM LABOR LB SCC	148.64
	00215180	US BANK CORP PAYMENT SYS	spill kit bags	32.36
<b>Org Key: MT6600 - Park Maint School Fields</b>				
	00215180	US BANK CORP PAYMENT SYS	Portable toilet South Mercer P	395.00
<b>Org Key: MT6900 - Aubrey Davis Park Maint</b>				
	00215180	US BANK CORP PAYMENT SYS	portable toilet Lid C	395.00
	00215180	US BANK CORP PAYMENT SYS	portable toilet boat launch	395.00
	00215180	US BANK CORP PAYMENT SYS	200012972259 - 3600 E MERCER W	108.14
<b>Org Key: PA0100 - Open Space Management</b>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00215180	US BANK CORP PAYMENT SYS	Soil for bare root plants and	385.08
<i>Org Key: PA0122 - Luther Burbank Dock Repair &amp; R</i>				
P0114806	00215221	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	11,026.50
<i>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</i>				
	00215180	US BANK CORP PAYMENT SYS	Soil for bare root plants and	385.07
<i>Org Key: PA122A - LB North Pier Renovation</i>				
P0114806	00215221	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	497.00
<i>Org Key: PA122B - LB Shoreline Access Improvemen</i>				
P0114806	00215221	KPFF CONSULTING ENGINEERS	Luther Burbank Park Final Desi	1,032.50
<i>Org Key: PO1100 - Administration (PO)</i>				
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	1,778.74
	00215180	US BANK CORP PAYMENT SYS	closet bar for office	36.99
	00215180	US BANK CORP PAYMENT SYS	BT transmitter for Vehicel 505	18.59
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	9.80
<i>Org Key: PO1350 - Police Emergency Management</i>				
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	545.82
<i>Org Key: PO2100 - Patrol Division</i>				
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	857.30
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	795.00
	00215180	US BANK CORP PAYMENT SYS	Small Tools & Equipment	695.00
	00215180	US BANK CORP PAYMENT SYS	Leadership and career tactics	614.99
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	465.05
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	202.85
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	169.58
	00215180	US BANK CORP PAYMENT SYS	Patrol supplies	148.92
P0117518	00215257	SUE'S TAILOR & ALTERATION	uniform alterations	110.00
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	87.31
	00215180	US BANK CORP PAYMENT SYS	Patrol supplies	36.32
	00215241	ORMSBY, ANNA	REIMB-MAIL LIDAR FOR REPAIR	26.90
<i>Org Key: PO2200 - Marine Patrol</i>				
	00215249	SCHUMACHER, CHAD C	REIMB-NASBLA INSTRUCTOR SEATED	418.50
<i>Org Key: PO3100 - Investigation Division</i>				
	00215180	US BANK CORP PAYMENT SYS	Gas for city vehicle (patrol s	42.13
<i>Org Key: PO4300 - Police Training</i>				
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	600.00
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	600.00
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	400.00
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	400.00
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	400.00
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	400.00
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	286.46
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	114.93
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	22.02
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	2.20



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: PR1100 - Administration (PR)</b>				
	00215180	US BANK CORP PAYMENT SYS	Staff lunch during interviews	99.63
<b>Org Key: PR2100 - Recreation Programs</b>				
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	495.90
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	484.22
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	76.93
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	66.10
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	66.06
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	48.00
<b>Org Key: PR4100 - Community Center</b>				
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	573.07
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	180.59
	00215180	US BANK CORP PAYMENT SYS	200008243947 - 8236 SE 24TH ST	36.10
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	10.00
<b>Org Key: PR5900 - Summer Celebration</b>				
	00215180	US BANK CORP PAYMENT SYS	Summer Celebration Services	1,332.50
<b>Org Key: SP0118 - ADA Compliance Plan Implementa</b>				
P0117504	00215261	TRANSP0 GROUP USA INC	MI ADA TRANSITION PLAN GIS SUP	626.25
P0117503	00215261	TRANSP0 GROUP USA INC	MI ADA TRANSITION PLAN GIS SUP	421.25
<b>Org Key: SU0108 - Comprehensive Pipeline R&amp;R Pro</b>				
P0112365	00215255	Staheli Trenchless Consultants	21-30 Basin 40 Sewer	2,299.62
P0112365	00215255	Staheli Trenchless Consultants	21-30 Basin 40 Sewer	406.04
<b>Org Key: WU0117 - Meter Replacement Implementati</b>				
P0102980	00215209	HDR ENGINEERING INC	WATER METER REPLACEMENT	7,845.48
<b>Org Key: WU0170 - ARPA-First Hill Generator</b>				
P0114349	00215197	DAVID EVANS & ASSOC INC	21-45 First Hill Booster Stati	3,240.30
<b>Org Key: YF1100 - YFS General Services</b>				
	00215180	US BANK CORP PAYMENT SYS	Telehealth subscription	863.71
	00215180	US BANK CORP PAYMENT SYS	Desk	363.32
	00215180	US BANK CORP PAYMENT SYS	Dues & Subscriptions	233.46
	00215242	ORTON, ANNA	REIMB-MH LICENSE RENEWAL	106.00
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	55.05
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	50.00
	00215180	US BANK CORP PAYMENT SYS	Telehealth subscription	49.73
	00215180	US BANK CORP PAYMENT SYS	therapy supplies	27.70
	00215180	US BANK CORP PAYMENT SYS	therapy supplies	7.88
	00215180	US BANK CORP PAYMENT SYS	therapy resource	5.35
<b>Org Key: YF1200 - Thrift Shop</b>				
	00215180	US BANK CORP PAYMENT SYS	200011979297 - 7710 SE 34TH ST	885.89
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	594.54
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	565.52
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	497.29
P0117534	00215259	TOOL AND TRADE CONST.	TEMPORARY STRUCTURAL REPAIR OF	462.42
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	110.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	29.67
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	23.29
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	13.17
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	12.76
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	9.96
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	8.80
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	8.56
	00215180	US BANK CORP PAYMENT SYS	Operating Supplies	5.00
<b>Org Key: YF2500 - Family Counseling</b>				
	00215180	US BANK CORP PAYMENT SYS	Ink for printer	111.94
<b>Org Key: YF2600 - Family Assistance</b>				
P0117553	00215217	Jacobson Family LP	Rental assistance for EA clien	2,000.00
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	1,100.00
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	500.00
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	500.00
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	426.30
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	415.11
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	400.00
P0117554	00215252	SHOREWOOD #14885	Utility assistance for EA clie	164.60
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	149.85
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	50.30
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	46.68
<b>Org Key: YF2850 - Federal SPF Grant</b>				
P0117552	00215225	Limerent LLC	Feb 2023 posters, flyer, micro	5,250.00
P0117552	00215225	Limerent LLC	Messaging creation and plannin	2,400.00
<b>Org Key: YF2860 - Federal STOP Grant</b>				
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	579.12
	00215180	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	57.28
Total				<u>217,605.37</u>

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Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00215180	03/09/2023	US BANK CORP PAYMENT SYS Dues & Subscriptions		5539FEB23	02/06/2023	44,655.61
00215181	03/10/2023	AIRGAS USA LLC oxygen	P0117542	9135276355	02/21/2023	35.94
00215182	03/10/2023	ALL BATTERY SALES & SERVICE BATTERIES	P0117465	61261840	02/08/2023	633.38
00215183	03/10/2023	Alvaria Inc Telestaff monthly fee	P0117515	ASI075422	03/05/2023	165.15
00215184	03/10/2023	AM TEST INC 2023 WATER QUALITY SAMPLES	P0117166	132185	02/28/2023	300.00
00215185	03/10/2023	AUBURN MECHANICAL Investigate gas smell PW build	P0117508	33093	02/13/2023	2,120.26
00215186	03/10/2023	BARCELO HOMES REFUND PERMIT# 2103-066		615375	02/20/2023	450.00
00215187	03/10/2023	BELLEVUE, CITY OF ARCH Contributions 1st Qtr 202	P0117548	44850	02/01/2023	17,411.50
00215188	03/10/2023	BOROVINA, RAYMOND REIMB-MILEAGE SR#-8944 BAT		02232023	02/23/2023	139.38
00215189	03/10/2023	CAMARA, ALEX REFUND-OVER PMT ON 01078163006		03022023	03/02/2023	166.55
00215190	03/10/2023	CAPITAL ONE TRADE CREDIT INVENTORY PURCHASES	P0117430	126551	02/28/2023	294.08
00215191	03/10/2023	CARDINAL HEATING & A/C REFUND PERMIT# 2303-029		1207111	03/03/2023	176.00
00215192	03/10/2023	CDW GOVERNMENT INC Adobe Acrobat Standard 3 Licen	P0117501	GZ89205	02/24/2023	1,077.67
00215193	03/10/2023	CHAPTER 13 TRUSTEE PR EARLY WARRANTS-03.10.23		03.10.2023	03/10/2023	572.00
00215194	03/10/2023	CINTAS First Aid Supplies INV 5148300	P0117507	5148300297	03/06/2023	168.33
00215195	03/10/2023	CINTAS CORPORATION #460 2023 PW COVERALL SERVICES	P0117496	FEB2023	02/28/2023	2,926.84
00215196	03/10/2023	CRYSTAL AND SIERRA SPRINGS PW WATER DELIVERY	P0117433	14555831 021823	03/01/2023	45.49
00215197	03/10/2023	DAVID EVANS & ASSOC INC 21-45 First Hill Booster Stati	P0114349	529889	02/24/2023	3,240.30
00215198	03/10/2023	DUNN LUMBER COMPANY INVENTORY PURCHASES	P0117545	9225513	03/07/2023	693.59
00215199	03/10/2023	EASTSIDE EXTERMINATORS BI MONTHLY - MI CITY HALL	P0117510	699310	02/08/2023	298.33
00215200	03/10/2023	ESRI TRAINING PASS TERM	P0117505	94358518	03/06/2023	2,852.00
00215201	03/10/2023	FARALLON CONSULTING LLC PROJECT 1292-003 FS91 SITE	P0110294	0045968	01/01/2023	2,127.10
00215202	03/10/2023	FIRE PROTECTION INC ALARM SVC FIRE STATION 92	P0117512	77869	02/03/2023	315.53
00215203	03/10/2023	FROULA ALARM SYSTEMS INC. REFUND PERMIT# 2302-182		821774	03/02/2023	159.00
00215204	03/10/2023	GCP WW HOLDCO LLC MISC. WORK CLOTHES	P0117502	INV2060000432	02/27/2023	114.13
00215205	03/10/2023	GRAINGER INVENTORY PURCHASES	P0117045	9585856520	01/25/2023	428.47

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00215206	03/10/2023	GREEN RIVER COMM COLLEGE/WETRC FOR CCS CLASS ON HISTORY OF DI	P0117497	222101	03/06/2023	850.00
00215207	03/10/2023	H D FOWLER INVENTORY PURCHASES	P0117546	I6332292	03/06/2023	3,371.91
00215208	03/10/2023	HANNA INSTRUMENTS US INC AMMONIA LOW RANGE PHOTOMETER	P0117155	INC60177070-I	01/13/2023	358.93
00215209	03/10/2023	HDR ENGINEERING INC WATER METER REPLACEMENT PROGRA	P0102980	1200500044	02/10/2023	7,845.48
00215210	03/10/2023	HOLT SERVICES INC HYDRANT METER DEPOIST REFUND	P0117476	RO126606	03/02/2023	2,900.00
00215211	03/10/2023	HOME DEPOT CREDIT SERVICE BATTERIES & DYNAFLEX ULTRA	P0117283	02092023	02/09/2023	280.05
00215212	03/10/2023	HORIZON IRRIGATION FITTINGS	P0117481	3M464185	02/15/2023	1,337.75
00215213	03/10/2023	IBS INC MISC. HARDWARE (VEHICLE MAINT.	P0117485	809051-1	02/24/2023	643.20
00215214	03/10/2023	IMS INFRASTRUCTURE MANGT SRVS PROFESSIONAL SERVICES INV#5052	P0117506	50528-5	01/31/2023	8,000.00
00215215	03/10/2023	INTERNATIONAL CODE COUNCIL ICC Reference Tabs	P0117539	1001632753	01/31/2023	929.91
00215216	03/10/2023	ISSAQUAH HONDA KUBOTA STI BGA86 BLOWER S/N 445637107	P0117500	732281	03/06/2023	277.44
00215217	03/10/2023	Jacobson Family LP Rental assistance for EA clien	P0117553	MAR 2023	03/01/2023	2,000.00
00215218	03/10/2023	KAISER FOUNDATION HEALTH PLAN medical testing/new recruits	P0117561	72904341	03/01/2023	1,645.00
00215219	03/10/2023	KC RECORDER SEWER LIEN RELEASE	P0117472	R0126602	03/02/2023	390.00
00215220	03/10/2023	KOLKE CONSULTING GROUP INC Residential Plan Rev 2109-150	P0117527	1353	02/03/2023	787.50
00215221	03/10/2023	KPFF CONSULTING ENGINEERS Luther Burbank Park Final Desi	P0114806	458882	02/13/2023	12,556.00
00215222	03/10/2023	KROESENS UNIFORM COMPANY Star Life saving medal	P0117516	72497	03/03/2023	152.43
00215223	03/10/2023	LAKESIDE DOORS INC MAIN FIRE STATION FRONT SOUTH	P0117513	16337	02/09/2023	615.46
00215224	03/10/2023	LANGUAGE LINE SERVICES Language Line invoice #1094394	P0117491	10943942	02/28/2023	29.76
00215225	03/10/2023	Limerent LLC Feb 2023 posters, flyer, micro	P0117552	464	02/17/2023	7,650.00
00215226	03/10/2023	LUIGI PONTES WATER SERVICE DEPOSIT REFUND	P0117478	PERMIT 2102-118	03/01/2023	1,648.97
00215227	03/10/2023	Madrona Law Group, PLLC Invoice #11789 Professional	P0117520	11793	02/06/2023	31,911.20
00215228	03/10/2023	MARTIN, ERIC REIMB: SR#8899-02.13.23		03022023	03/02/2023	17.50
00215229	03/10/2023	MERCER ISLAND CHEVRON FUEL	P0117495	FEB FUEL	02/28/2023	1,193.59
00215230	03/10/2023	METROPRESORT FEB2023 E-SERVICE CHARGES PORT	P0117488	16660	03/03/2023	485.90
00215231	03/10/2023	MI EMPLOYEES ASSOC PR EARLY WARRANTS-03.10.23		03.10.2023	03/10/2023	222.50

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00215232	03/10/2023	MI HARDWARE - BLDG MISC. HARDWARE FOR THE MONTH O	P0117471	JAN 23 INVOICES	01/31/2023	162.87
00215233	03/10/2023	MI HARDWARE - MAINT MISC. HARDWARE FOR THE MONTH O	P0117493	FEB23 INVOICES	02/28/2023	20.13
00215234	03/10/2023	MI HARDWARE - UTILITY MISC. HARDWARE FOR THE MONTH O	P0117499	FEB 23 INVOICES	02/28/2023	325.83
00215235	03/10/2023	MI SCHOOL DISTRICT #400 2023 MI School District for Po	P0116895	MAR 2023	03/01/2023	13,800.82
00215236	03/10/2023	MI UTILITY BILLS FEB 2023 PMT OF UTILITY BILLS	P0117522	R0126583	02/28/2023	1,076.14
00215237	03/10/2023	NAPA AUTO PARTS REPAIR PARTS	P0117498	FEB 2023	02/28/2023	1,114.09
00215238	03/10/2023	NATIONAL TRANSFER SERVICES LLC REFUND-OVERPMT ON 01040482501		03022023	03/02/2023	251.82
00215239	03/10/2023	Oestreich Associates Leadership Coaching INV CMI-23	P0117517	CMI-23-01	03/03/2023	1,000.00
00215240	03/10/2023	OPEN WINDOW SCHOOL Rental FA-6210 completed. Retu	P0117550	48193	03/08/2023	920.00
00215241	03/10/2023	ORMSBY, ANNA REIMB-MAIL LIDAR FOR REPAIR		02272023	02/27/2023	26.90
00215242	03/10/2023	ORTON, ANNA REIMB-MH LICENSE RENEWAL		4317102	02/09/2023	106.00
00215243	03/10/2023	P.S.I. Investigations LLC Invoice #2237 Public	P0117529	2237	02/09/2023	1,662.50
00215244	03/10/2023	PACIFIC INDUSTRIAL SUPPLY CO MISC. METAL	P0117480	1439682	02/20/2023	494.00
00215245	03/10/2023	PITNEY BOWES Folding Machine Lease INV 3317	P0117543	3317135098	03/05/2023	1,053.76
00215246	03/10/2023	RELX INC DBA LEXISNEXIS Invoice #3094352499 Legal	P0117530	3094352499	02/28/2023	363.33
00215247	03/10/2023	RICOH USA INC Cost per copy	P0117484	5066876816	03/01/2023	166.81
00215248	03/10/2023	S&B INC FREE CHLORINE MEMBRANE REV.S L	P0117152	26342A	01/01/2023	814.74
00215249	03/10/2023	SCHUMACHER, CHAD C REIMB-NASBLA INSTRUCTOR SEATED		02272023	02/27/2023	418.50
00215250	03/10/2023	SEATTLE PUBLIC UTILITIES FEB 2023 SPU RETAIL SERVICE	P0117487	FEB23	02/28/2023	4,825.00
00215251	03/10/2023	SEATTLE PUMP 3/8" X 50' 4000PSI GREY HOSE	P0117173	229660-1	01/30/2023	4,708.13
00215252	03/10/2023	SHOREWOOD #14885 Utility assistance for EA clie	P0117554	MAR 2023	03/01/2023	164.60
00215253	03/10/2023	Smarsh Inc. Smarsh Additional February	P0117494	INV-83619	02/28/2023	70.80
00215254	03/10/2023	SOUND PUBLISHING INC Ntc. 2701687 Notice of Public	P0117519	8094479	02/28/2023	218.30
00215255	03/10/2023	Staheli Trenchless Consultants 21-30 Basin 40 Sewer	P0112365	23-027	02/14/2023	2,705.66
00215256	03/10/2023	STARBUCK'S TOWING FL-0405 VANDALIZED & TOWED TO	P0117490	#2-8003	02/13/2023	279.65
00215257	03/10/2023	SUE'S TAILOR & ALTERATION uniform alterations	P0117518	02172023	02/17/2023	110.00

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00215258	03/10/2023	SYSTEMS DESIGN WEST LLC Transport Billing	P0117540	20230419	02/28/2023	2,348.50
00215259	03/10/2023	TOOL AND TRADE CONST. TEMPORARY STRUCTURAL REPAIR OF	P0117534	1284	02/23/2023	462.42
00215260	03/10/2023	TRAFFIC SAFETY SUPPLY "72ND AVE SE" STREET SIGN	P0117431	INV057007	02/27/2023	1,126.40
00215261	03/10/2023	TRANSPO GROUP USA INC MI ADA TRANSITION PLAN GIS SUP	P0117504	29861	03/02/2023	1,047.50
00215262	03/10/2023	UTILITIES UNDERGROUND LOCATION 2023 UTILITY LOCATES	P0117466	3020183	02/28/2023	210.27
00215263	03/10/2023	WABO D Lindsay Code Training	P0117523	12164	03/02/2023	150.00
00215264	03/10/2023	WALTER E NELSON CO INVENTORY PURCHASES	P0117486	909791	03/03/2023	2,603.91
00215265	03/10/2023	WESCOM Invoice #53634 Radar Expert Fe	P0117532	53634	02/13/2023	300.00
00215266	03/10/2023	WILLIAM E. BUCHAN INC WATER SERVICE DEPOSIT REFUND	P0117477	2203-012	03/01/2023	1,521.64
00215267	03/10/2023	WSDOT JANUARY 2023	P0117537	RE41 GMB1110R027	02/13/2023	165.49
00215268	03/10/2023	Xerox Financial Services Copier Rental Fees INV 3943679	P0117492	3946651	03/04/2023	1,141.75
					Total	<u>217,605.37</u>

CERTIFICATION OF CLAIMS

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



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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Date</u>	<u>Amount</u>
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EFT Payments	February 2023	<b>\$2,579,307.83</b>
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# Accounts Payable EFT Report

Item 3.

Date	Description	Dollar Amount
2/1/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	1.90
2/1/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT Remit Leasehold Excise REVENUE TAX PYMT Tax	6,294.98
2/1/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER Driver Abstract	15.00
2/1/2023 Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE Merchant Fee - 00000000259217 MBP.com	1,914.17
2/1/2023 Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 8037460410 Merchant Fee - Parking	109.59
2/2/2023 Preauthorized ACH Debit	DIRECT DEPOSIT BANKCARD Merchant Fee - Utility 948908660000035 Billing	9,131.42
2/2/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL LABOR&INDUSTRIESL&I ELF Payroll Tax	180,484.87
2/2/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MERCHANT S 8039720340 Refund - Recreation	200.00
2/2/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MERCHANT S 8039720340 Merchant Fee - Recreation	2,782.69
2/2/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA Employee Withholding - BENEFIT SOFLEXIBLE B Payroll	3,971.92
2/2/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility MONTH END Billing	10.00
2/2/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	7.60
2/2/2023 Preauthorized ACH Debit	MERCHANT SERVICEMERCH Merchant Fee - Thrift FEES930553411164783 Shop	6,964.63
2/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL AFLAC Employee Withholding - INSURANCE Payroll	477.02
2/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV Merchant Fee - City MERCHANT FEE Hall	577.19
2/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	8.55
2/6/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	18.05
2/6/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding - UNUMGROUP955 INSURANCE Payroll	231.49
2/6/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding - UNUMGROUP955 INSURANCE Payroll	1,771.10
2/7/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MISSIONSQUARE INVESTMENT Employee Benefits	12,000.00
2/7/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility REJECT FEE Billing	30.00



# Accounts Payable EFT Report

Item 3.

Date	Description	Dollar Amount
2/7/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	1.90
2/7/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	3.80
2/7/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	73.15
2/7/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement	148,628.28
	Employee (payroll withholding) \$ 69,427.77	
	Employer Portion \$ 79,200.51	
2/7/2023 Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLG 295483290884 Merchant Fee - Recreation	128.84
2/7/2023 Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLG 295483291882 Merchant Fee - Recreation	460.89
2/8/2023 Outgoing Money Transfer	DIRECT WITHDRAWAL ADP PAYROLL Net Payroll	618,660.12
2/8/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL INVOICE CLOUD INVOICE CL Merchant Fee - Utility Billing	100.65
2/8/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Benefits	141.10
2/8/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	2.85
2/9/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax Payroll Tax	215,758.06
	Employee (payroll withholding) \$ 157,092.08	
	Employer Portion \$ 58,665.98	
2/9/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	3,622.45
2/9/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	11.40
2/10/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	5.70
2/10/2023 Outgoing Money Transfer	FF Dues Employee Withholding - Payroll	2,417.33
2/10/2023 Outgoing Money Transfer	Kroger Food Pantry	9,600.00
2/10/2023 Outgoing Money Transfer	VEBA Contributions Employee Withholding - Payroll	9,213.47
2/13/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MERCHANT S 8039720340 Refund - Recreation	86.40
2/13/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MISSIONSQUARE INVESTMENT Employee Withholding - Payroll	538.46

# Accounts Payable EFT Report

Item 3.

Date	Description	Dollar Amount
2/13/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding - MISSIONSQUARE INVESTMENT Payroll	788.46
2/13/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding - MISSIONSQUARE INVESTMENT Payroll	39,593.54
2/13/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding - NATIONWIDE PAYMENTS Payroll	1,125.00
2/13/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding - NATIONWIDE PAYMENTS Payroll	19,605.93
2/13/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	64.60
2/13/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Vimly Benefit SoAWC Employee Benefits	213,495.12
	Employee (payroll withholding) \$ 32,223.08	
	Employer Portion \$ 181,272.04	
2/14/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	3.80
2/14/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	7.60
2/14/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	8.55
2/14/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Employee Withholding - WASHINGTON-DSHS Payroll	706.03
2/15/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA Employee Withholding - BENEFIT SOFLEXIBLE B Payroll	556.37
2/15/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility REJECT FEE Billing	15.00
2/15/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	2.85
2/16/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA Employee Withholding - BENEFIT SOFLEXIBLE B Payroll	234.00
2/16/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	2.85
2/17/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP FEES ADP Fee	1,905.73
2/17/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP FEES ADP Fee	3,668.82
2/17/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL CAYAN Merchant Fee - Thrift HOLDINGS LPAYMENT Shop	101.68
2/17/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	13.30
2/17/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement	144,133.45
	Employee (payroll withholding) \$ 66,716.59	

# Accounts Payable EFT Report

Item 3.

Date	Description	Dollar Amount
	<i>Employer Portion</i>	\$ 77,416.86
2/21/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 72.20
2/22/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP FEES	ADP Fee 1,919.15
2/22/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 5.70
2/22/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 5.70
2/22/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 7.60
2/23/2023 Outgoing Money Transfer	DIRECT WITHDRAWAL ADP PAYROLL	Net Payroll 615,456.05
2/23/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Tax 217,357.38
	<i>Employee (payroll withholding)</i>	\$ 158,084.38
	<i>Employer Portion</i>	\$ 59,273.00
2/23/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Cayan LLC EDI PYMNTS	Merchant Fee - Thrift Shop 6.90
2/23/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 83.68
2/23/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 530.00
2/23/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - Utility Billing 15.00
2/23/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 67.45
2/23/2023 Outgoing Money Transfer	Kroger	Food Pantry 9,600.00
2/24/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 3.80
2/27/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll 1,125.00
2/27/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll 19,926.56
2/27/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - Utility Billing 15.00
2/27/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 6.65
2/27/2023 Outgoing Money Transfer	FF Dues	Employee Withholding - Payroll 2,222.91
2/27/2023 Outgoing Money Transfer	VEBA Contributions	Employee Withholding - Payroll 6,213.47

# Accounts Payable EFT Report

Item 3.

Date	Description		Dollar Amount
2/28/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	Employee Withholding -	
	MISSIONSQUARE INVESTMENT	Payroll	638.46
2/28/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	Employee Withholding -	
	MISSIONSQUARE INVESTMENT	Payroll	788.46
2/28/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	Employee Withholding -	
	MISSIONSQUARE INVESTMENT	Payroll	40,011.93
2/28/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
	REJECT FEE	Billing	15.00
2/28/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
	TRX FEES	Billing	1.90
2/28/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
	TRX FEES	Billing	4.75
2/28/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
	TRX FEES	Billing	11.40
2/28/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL	Employee Withholding -	
	WASHINGTON-DSHS	Payroll	706.03
Total			2,579,307.83



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6229**  
**March 21, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6229: March 10, 2023 Payroll Certification	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Approve the March 10, 2023 Payroll Certification in the amount of \$975,206.64.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

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

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

### EXECUTIVE SUMMARY

This agenda bill is to approve the payroll certification for the City of Mercer Island for the period from February 18, 2023 through March 03, 2023 in the amount of \$975,206.64 (see Exhibit 1).

### BACKGROUND

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

## ISSUE/DISCUSSION

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

### Additional payments:

- \$9,242.88 in leave cash outs for current employees.
- \$2,012.08 in service and recognition awards.
- \$58,922.50 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	1.50
Finance	
Fire	694.00
Municipal Court	
Police	69.25
Public Works	53.50
Thrift Shop	
Youth & Family Services	
<b>Total Overtime Hours</b>	<b>818.25</b>

## NEXT STEPS

### FTE/LTE COUNTS

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

### Casual Labor

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

## RECOMMENDED ACTION

Approve the March 10, 2023 Payroll Certification (Exhibit 1) in the amount of \$975,206.64 and authorize the Mayor to sign the certification on behalf of the entire City Council.

## CITY OF MERCER ISLAND PAYROLL CERTIFICATION

Item 4.

PAYROLL PERIOD ENDING

03.03.2023

PAYROLL DATED

03.10.2023

Net Cash	\$	646,431.73
Net Voids/Manuals	\$	-
<b>Net Total</b>	<b>\$</b>	<b>646,431.73</b>
Federal Tax Deposit	\$	103,988.02
Social Security and Medicare Taxes	\$	57,841.93
Medicare Taxes Only (Fire Fighter Employees)	\$	2,811.62
State Tax (Oregon, Massachusetts and North Carolina)	\$	89.93
Family/Medical Leave Tax (Massachusetts)	\$	17.24
Public Employees' Retirement System (PERS Plan 2)	\$	28,938.56
Public Employees' Retirement System (PERS Plan 3)	\$	8,097.32
Public Employees' Retirement System (PERSJM)	\$	587.22
Public Safety Employees' Retirement System (PSERS)	\$	236.44
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	\$	31,887.39
Regence & LEOFF Trust Medical Insurance Deductions	\$	14,748.13
Domestic Partner Medical Insurance Deductions	\$	1,488.77
Kaiser Medical Insurance Deductions	\$	973.52
Health Care - Flexible Spending Account Contributions	\$	1,981.55
Dependent Care - Flexible Spending Account Contributions	\$	1,538.48
ICMA Roth IRA Contributions	\$	638.46
ICMA 457 Deferred Compensation Contributions	\$	39,910.84
Fire Nationwide 457 Deferred Compensation Contributions	\$	19,926.56
Fire Nationwide Roth IRA Contributions	\$	1,125.00
ICMA 401K Deferred Compensation Contributions	\$	788.46
Garnishments (Chapter 13)	\$	572.00
Child Support Wage Garnishment	\$	706.03
Mercer Island Employee Association Dues	\$	222.50
AFSCME Union Dues	\$	-
Police Union Dues	\$	-
Fire Union Dues	\$	2,060.91
Fire Union Supplemental Dues	\$	162.00
Standard - Supplemental Life Insurance	\$	-
Unum - Long Term Care Insurance	\$	839.15
AFLAC - Supplemental Insurance Plans	\$	238.52
Coffee Club Dues	\$	144.00
Transportation - Flexible Spending Account Contributions	\$	-
Fire HRA-VEBA Contributions	\$	6,213.47
Miscellaneous	\$	-
GET	\$	-
Oregon Transit Tax and Oregon Benefit Tax	\$	0.89
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$</b>	<b>328,774.91</b>

**TOTAL GROSS PAYROLL****\$ 975,206.64**

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



Finance Director

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

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

Full Time Equivalents (FTEs)	2023 Budgeted	2023 Actual
Administrative Services	15.00	14.00
City Attorney's Office	2.00	2.00
City Manager's Office	3.00	3.00
Community Planning & Development	18.00	18.00
Finance	9.00	8.00
Fire	31.50	29.50
Municipal Court	3.10	2.50
Police	37.50	37.50
Public Works	64.80	59.80
Recreation	10.25	9.25
Youth & Family Services	11.43	11.43
Thrift Shop	2.00	2.00
<b>Total FTEs</b>	<b>207.58</b>	<b>196.98</b>
Limited Term Equivalents (LTEs)	2023 Budgeted	2023 Actual
Administrative Services		1.00
City Manager's Office	0.50	1.00
Community Planning & Development		0.25
Finance <sup>1</sup>	1.00	1.00
Public Works	3.00	3.75
Youth & Family Services	3.03	3.83
Thrift Shop	7.50	7.50
<b>Total LTEs</b>	<b>15.03</b>	<b>18.33</b>
<b>Total FTEs &amp; LTEs</b>	<b>222.61</b>	<b>215.32</b>

**FTE Vacancies:**

1.0 CIP Project Inspector	1.0 Fire Chief (contracted out)
2.0 CIP Project Manager	1.0 Payroll Analyst
0.6 Court Clerk	1.0 Parks Maintenance Team Member
1.0 Deputy Fire Chief (contracted out)	1.0 Recreation Coordinator
1.0 Financial Analyst	1.0 Utility Engineer

**Footnotes:**

<sup>1</sup> 2/1/2022: Enterprise Financial Management System Purchase

[AB 6007](#)





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6240**  
**March 21, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6240: Second Reading of Ordinance No. 23C-03 to End the 2.7% Interim Utility Tax on City Utilities	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Adopt Ordinance No. 23C-03 ending the 2.7% interim utility tax on City utilities May 1, 2023.	

<b>DEPARTMENT:</b>	Finance
<b>STAFF:</b>	Matthew Mornick, Finance Director Bio Park, City Attorney
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Ordinance No. 23C-03
<b>CITY COUNCIL PRIORITY:</b>	4. Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community.

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

### EXECUTIVE SUMMARY

This agenda bill introduces for second reading and adoption Ordinance No. 23C-03 (Exhibit 1), which sunsets the 2.7% interim utility tax six months earlier than anticipated.

- On March 7, 2023, the City Council set Ordinance No. 23C-03 (Exhibit 1) for second reading and adoption on March 21, 2023. The ordinance sunsets the 2.7% interim utility tax on May 1, 2023, thereby returning on May 2, 2023 the utility tax rate on the water, sewer, and storm water utilities to 5.3%.
- The interim utility tax originated with Council adoption of [Ordinance No. 20C-20](#) on September 15, 2020, setting the interim tax for a 36-month period from November 1, 2020 through October 31, 2023. Revenues from the tax paid down principal and interest expenses on the \$1.5 million interfund loans from the City's Water and Sewer Utility Funds to the General Fund to finance the cost of litigation with Sound Transit to enforce the terms of the City's [2017 Settlement Agreement \(Resolution No. 1586\)](#).
- On December 6, 2022, the City and Sound Transit ended litigation pertaining to the Mercer Island Transit Integration project. By April, the 2.7% interim tax increase will generate enough tax revenue to pay back the \$1.5 million principal and interest for the Water Utility and Sewer Utility Fund loans.

## BACKGROUND

On September 15, 2020, the City Council adopted [Ordinance No. 20C-20](#), which temporarily increased the utility tax rate on water, sewer, and stormwater utilities from 5.3% to 8.0% from November 1, 2020 through October 31, 2023. The temporary tax increase was adopted to pay principal and interest payments on two interfund loans from the City's Water and Sewer Utility Funds to the General Fund (Resolution No. 1586). The authorized total loan amount of \$1.5 million helped finance the cost of litigation with Sound Transit pertaining to the Mercer Island Transit Integration project.

The loans were scheduled to be paid back within a 36-month period at a fixed interest rate of 0.5%. The interest rate reimbursed to the Utility Funds was based on the opportunity cost the Funds would have earned in the local government investment pool (LGIP). When Resolution No. 1586 was adopted by the City Council in September 2020, the LGIP interest earnings were at a rate of 0.26%.

## ISSUE/DISCUSSION

The maximum term for an interfund short-term loan is three years. As of January 31, 2023, the interim utility tax has generated \$1.38 million, an average of \$51,000 per month. Staff estimates the interim tax will have generated enough tax revenue by April to pay back the \$1.5 million principal and interest in full. There is no penalty for early repayment of the loan.

After City Council deliberation on March 7, Ordinance No. 23C-03 was revised to sunset on May 1, 2023, rather than April 3, 2023. This revision ensures all utility customers are charged the same utility tax rate on the first two billing cycles of 2023, before the 2.7% interim utility tax expires and returns to the original 5.3% tax rate on the water, sewer, and storm water utilities on May 2, 2023. Additional funds generated over the month of April are committed to paying for litigation costs previously incurred with Sound Transit associated with the Mercer Island Transit Integration Project.

## RECOMMENDED ACTION

Staff recommends the City Council adopt Ordinance No. 23C-03, sunsetting the 2.7% interim utility tax on May 1, 2023, thereby returning on May 2, 2023 the utility tax rate on the water, sewer, and storm water utilities to 5.3%.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 23C-03**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,  
SUNSETTING THE INTERIM UTILITY TAX RATE INCREASE IMPOSED  
ON AND COLLECTED FROM WATER, SEWER, AND STORMWATER  
UTILITIES CONDUCTING BUSINESS WITHIN THE CITY OF MERCER  
ISLAND PURSUANT TO THE PROVISIONS OF CHAPTER 4.12 MICC;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE**

**WHEREAS**, the City of Mercer Island is classified as a non-charter code city under Title 35A of the Revised Code of Washington ("RCW"); and

**WHEREAS**, Ordinance No. 20C-20 implemented an interim utility tax rate increase on water, sewer, and stormwater utilities within the City from 5.3 percent to 8.0 percent from November 1, 2020 through October 31, 2023 to generate about \$1.5 million in new tax revenue to pay back loans from the City's water and sewer utility funds that were approved by Resolution No. 1586; and

**WHEREAS**, it is anticipated that by April of 2023, the 2.7% interim tax increase will have generated enough tax revenue to pay back the \$1.5 million principal and interest for the water utility and sewer utility fund loans;

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

**Section 1. Amendment to Section 4.12.030.** Subject to the effective date described below in section 3, subsections G, H and I of MICC 4.12.030 are amended as follows:

G. A tax equal to eight percent effective November 1, 2020, through ~~October 31~~ May 1, 2023, and a tax equal to 5.3 percent effective on and after ~~November 1~~ May 2, 2023, of the total gross income derived from the sale, delivery, distribution, furnishing or maintenance of water services for residential, commercial, or public consumption and for the privilege of carrying on said business, such tax to be based on the total gross income from such business in the city; provided, however, that there shall not be any tax levied for water service connection or installation charge;

H. A tax equal to eight percent effective November 1, 2020, through ~~October 31~~ May 1, 2023, and a tax equal to 5.3 percent effective on and after ~~November 1~~ May 2, 2023, of the total gross income derived from the furnishing, operation, or maintenance of sewer services for residential, commercial, or public consumption and for the privilege of carrying on said business, such tax to be based on the total gross income from such

business in the city; provided, however, that there shall not be any tax levied for sewer service connection or installation charges;

I. A tax equal to eight percent effective November 1, 2020, through ~~October 31~~ May 1, 2023, and a tax equal to 5.3 percent effective on and after ~~November 1~~ May 2, 2023, of the total gross income derived from the furnishing, operation, or maintenance of storm-water services for residential, commercial, or public use and for the privilege of carrying on said business, such tax to be based on the total gross income from such business in the city; provided, however, that there shall not be any tax levied for storm-water service fee-in-lieu or installation charges.

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

**Section 3. Publication and Effective Date of Ordinance.** 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 adoption and publication.

ADOPTED by the City Council of the City of Mercer Island, Washington, at its Meeting on the 21st day of March 2023 and signed in authentication of its passage.

CITY OF MERCER ISLAND

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

APPROVED AS TO FORM:

ATTEST:

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

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

Date of Publication:



# BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6241**  
**March 21, 2023**  
**Consent Agenda**

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6241: Opioid Distributors Washington Settlement	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Authorize the City Manager to sign and submit the Participation Forms and Allocation Agreement related to opioid settlements with Teva, Allergan, CVS, Walgreens, and Walmart.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	City Manager
<b>STAFF:</b>	Jessi Bon, City Manager Bio Park, City Attorney
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Participation Forms 2. Allocation Agreement 3. One Washington MOU
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

## EXECUTIVE SUMMARY

The purpose of this agenda bill is to present the Participation Forms (Exhibit 1) and Allocation Agreement (Exhibit 2) for opioid settlements with Teva, Allergan, CVS, Walgreens, and Walmart ("New Opioid Settlements") for claims related to the opioid epidemic.

- Under the New Opioid Settlements, the state of Washington and its local governments will receive up to \$434 million over 15 years, if all eligible local governments participate.
- The Allocation Agreement sets forth the terms under which the settlement funds will be split between the state and local governments. The funds will be split 50/50 - \$217 million being allocated to the state and \$217 million to local governments.
- Settlement funds allocated to local governments will be further allocated to each participating jurisdiction under the terms of the One Washington MOU Between WA Municipalities (MOU), which the City has already signed (Exhibit 3).
- The City's share of settlement funds is estimated to be around \$325,000 paid over 15 years, assuming all eligible local governments participate, and the maximum settlement amount is collected.

## BACKGROUND

National opioid settlements have been reached with Teva, Allergan, CVS, Walgreens, and Walmart (“Opioid Vendors”) for claims related to the opioid epidemic. Under the New Opioid Settlements, Opioid Vendors will pay up to \$434 million over 15 years.

Washington cities and counties with a population over 10,000 can join this settlement. If enough join, local governments will receive up to \$217 million that must be spent on efforts to combat the opioid epidemic. The state will also receive \$217 million to be spent throughout Washington on combatting the opioid epidemic.

Local governments must spend the settlement money on approved uses, must keep records of its spending, must file reports with the settlement administrator, and must comply with all terms of the national settlements. A local government can either spend the money itself or elect to pool its money with other local governments on a regional basis.

## ISSUE/DISCUSSION

The deadline for local governments to join the New Opioid Settlements is April 18, 2023. If every eligible local government does not join, the settlement amount will be reduced. The New Opioid Settlements may even be voided if not enough local governments join. Two things need to happen for the City of Mercer Island to join the New Opioid Settlements:

- (1) Execute the Participation Forms (Exhibit 1) releasing all City’s claims related to the opioid epidemic against the Opioid Vendors.
- (2) Execute the Allocation Agreement (Exhibit 2) consenting to both the allocation of settlement funds between the state and local governments, and the use of the One Washington MOU Between WA Municipalities (Exhibit 3) to further allocate the local government portion of the funds.

Again, under the Allocation Agreement the settlement funds will be split evenly with the state receiving 50% (\$217 million) and eligible local governments as a group receiving 50% (\$217 million). Terms of the One Washington MOU will be used to split the local government portion of the settlement funds among eligible local governments participating in the New Opioid Settlement. Under the One Washington MOU, settlement funds are allocated based on the formula used in prior opioid litigations in other states. The formula as applied to the City of Mercer Island is described and explained in [AB 6070](#), and it is estimated that the City’s share of settlement funds will be around \$325,000 paid over 15 years, if all eligible jurisdictions participate and the maximum settlement amount is collected by the state from Opioid Vendors. The City is already a signatory to the One Washington MOU.

Settlement funds may only be used for approved purposes. Approved purposes relate to abating and mitigating impacts of the opioid epidemic. Examples include programs to treat and prevent opioid use disorder and impacts therefrom (similar to programs offered by YFS); programs to support those in recovery; assistance to criminal justice system in dealing with opioid related crimes; training first responders and law enforcement officers on responding to opioid emergencies; and purchase of medication and supplies to combat overdose.

## NEXT STEPS

Once participation in the New Opioid Settlements is authorized, signed copies of the Participation Forms and Allocation Agreement will be submitted to the State Attorney General’s Office by the April 18, 2023 deadline.

## RECOMMENDED ACTION

Authorize the City Manager to sign and submit the Participation Forms and Allocation Agreement related to opioid settlements with Teva, Allergan, CVS, Walgreens, and Walmart, substantially in the form attached as Exhibits 1 and 2 to AB 6241, respectively.

**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: City of Mercer Island	State: WA
Authorized Signatory: Jessi Bon, City Manager	
Address 1: 9611 SE 36th Street	
Address 2:	
City, State, Zip: Mercer Island, Washington 98040	
Phone: 206-275-7600	
Email: citymanager@mercerisland.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.





8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Jessi Bon

Title: City Manager

Date: \_\_\_\_\_



**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: City of Mercer Island	State: WA
Authorized Signatory: Jessi Bon, City Manager	
Address 1: 9611 SE 36th Street	
Address 2:	
City, State, Zip: Mercer Island, Washington 98040	
Phone: 206-275-7600	
Email: citymanager@mercerisland.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Jessi Bon

Title: City Manager

Date: \_\_\_\_\_



**EXHIBIT K****Subdivision Participation and Release Form**

Governmental Entity: City of Mercer Island	State: WA
Authorized Signatory: Jessi Bon, City Manager	
Address 1: 9611 SE 36th Street	
Address 2:	
City, State, Zip: Mercer Island, Washington 98040	
Phone: 206-275-7600	
Email: citymanager@mercerisland.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Jessi Bon

Title: City Manager

Date: \_\_\_\_\_





**EXHIBIT K****Subdivision Participation and Release Form**

Governmental Entity: City of Mercer Island	State: WA
Authorized Signatory: Jessi Bon, City Manager	
Address 1: 9611 SE 36th Street	
Address 2:	
City, State, Zip: Mercer Island, Washington 98040	
Phone: 206-275-7600	
Email: citymanager@mercerisland.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Jessi Bon

Title: City Manager

Date: \_\_\_\_\_



**EXHIBIT K****Subdivision Participation Form**

Governmental Entity: City of Mercer Island	State: WA
Authorized Official:	
Address 1: 9611 SE 36th Street	
Address 2:	
City, State, Zip: Mercer Island, Washington 98040	
Phone: 206-275-7600	
Email: citymanager@mercerisland.gov	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Jessi Bon

Title: City Manager

Date: \_\_\_\_\_



**WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE  
ALLOCATION OF FUNDS PAID BY CERTAIN SETTLING OPIOID  
MANUFACTURERS AND PHARMACIES**

**JANUARY 27, 2023**

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (the “Allocation Agreement II”) governs the distribution of funds obtained from (1) Walmart, (2) Teva, (3) Allergan, (4) CVS, and (5) Walgreens (the “Settling Entities”) in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities via the following settlements:

- Walmart Settlement Agreement dated November 12, 2022 and any subsequent amendments (“Walmart Settlement”).
- Teva Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Teva Settlement”).
- Allergan Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Allergan Settlement”).
- CVS Settlement Agreement dated December 9, 2022 and any subsequent amendments (“CVS Settlement”).
- Walgreens Settlement Agreement dated December 9, 2022 and any subsequent amendments (“Walgreens Settlement”).

Collectively, the Walmart Settlement, the Teva Settlement, the Allergan Settlement, the CVS Settlement, and the Walgreens Settlement shall be referred to as “the Settlements”. Each of the Settlements can be accessed at <https://nationalopioidsettlement.com/>. The terms and definitions of each of the respective Settlement are incorporated into this Allocation Agreement II, and any undefined terms in this Allocation Agreement II are as defined in the Settlements.

1. This Allocation Agreement II is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement II shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement II shall become effective only if all of the following occur:
  - A. The State of Washington joins one of the Settlements and becomes a Settling State as provided for in the respective Settlement.
  - B. One of the Settlements becomes final and effective and a Consent Judgment is filed and approved as provided for in the respective Settlement.

- C. The number of Local Governments that execute and return this Allocation Agreement II satisfies the participation requirements for a State-Subdivision Agreement as specified in one of the Settlements, Washington is a Settling State for that Settlement, and a Consent Judgment has been filed and approved for that Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement II with respect to any one of the Settlements, a Local Government must do all of the following:
- A. The Local Government must execute and return this Allocation Agreement II.
  - B. The Local Government must release its claims against the Settling Entities identified in the respective Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form for that Settlement. The forms are attached hereto as Exhibits 1-5.
  - C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
  - D. Each of the Local Governments that is eligible to participate in this Allocation Agreement II has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 6. By executing this Allocation Agreement II, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement II for each of the Settlements in which the Local Government participates.
- A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a “Participating Local Government” for that Settlement. A Local Government can be a “Participating Local Government” for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.
4. This Allocation Agreement II applies to the following, all of which collectively shall be referred to as the “Washington Abatement Amount”:
- A. For the Walmart Settlement, the State of Washington’s allocation of the (1) Global Settlement Remediation Amount and (2) Additional Remediation Amount.



- B. For the Teva Settlement, the State of Washington's allocation of the (1) Net Abatement Amount and (2) Additional Restitution Amount.
- C. For the Allergan Settlement, the State of Washington's allocation of the (1) Global Settlement Abatement Amount and (2) Additional Restitution Amount.
- D. For the CVS Settlement, the State of Washington's allocation of the (1) Maximum Remediation Payment and (2) Additional Remediation Amount.
- E. For the Walgreens Settlement, the State of Washington's allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

- 5. The Teva Settlement provides the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value equaling twenty percent (20%) of the WAC value of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product. If the State elects to obtain Settlement Product, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement II, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash value assigned to it in the Teva Public Global Settlement Agreement dated November 22, 2022.
- 6. This Allocation Agreement II does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlements to the State of Washington ("State's Fees and Costs").
- 7. This Allocation Agreement II and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement II combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart

Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)

8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement II shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement II and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
  - A. Fifty percent (50%) to the State of Washington ("State Share").
  - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 6 as amended and modified in this Allocation Agreement II.
12. For purposes of this Allocation Agreement II only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
  - A. Exhibit A of the MOU is replaced by Exhibit E of each of the respective Settlements.
  - B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements.
  - C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.
  - D. The definition of "Settlement" in Section A.14 of the MOU shall mean the Settlements.
  - E. The MOU is amended to add new Section C.4.g.vii, which provides as follows:
 

"If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving

direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022). JoJo Tann (the “GFF Administrator”), who is authorized by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)) to calculate the amounts due to eligible counsel from each State Back-Stop fund (i.e., the GFF) (*see id.* at p. 4), will oversee and confirm the amounts payable to each law firm representing a Litigating Local Government from the GFF. Upon written agreement between the law firms representing the Litigating Local Governments on the one hand and the Washington Attorney General’s Office on the other, in consultation with the Washington State Association of Counties and the Association of Washington Cities, the GFF Administrator may be replaced by another person, firm, or entity.
- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions’ contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no

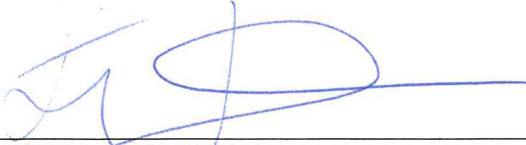
circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement II shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement II apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

- L. To the extent there are any excess funds in the GFF, the GFF Administrator and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
13. In connection with the execution and administration of this Allocation Agreement II, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
  14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement II as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
  15. If any party to this Allocation Agreement II believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
  16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement II.
  17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.
  18. Venue for any legal action related to this Allocation Agreement II (separate and apart from the MOU or the Settlements) shall be in King County, Washington.
  19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement II have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement II.

**FOR THE STATE OF WASHINGTON:**

ROBERT W. FERGUSON  
Attorney General



JEFFREY G. RUPERT  
Division Chief

Date: 1-27-23

**FOR THE PARTICIPATING LOCAL GOVERNMENT:**

Name of Participating Local Government: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**Subdivision Settlement Participation Form**  
**(Exhibit K of the Walmart Settlement)**



**EXHIBIT K****Subdivision Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 2**  
**Subdivision Settlement Participation Form**  
**(Exhibit K of the Teva Settlement)**

**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 3**  
**Subdivision Settlement Participation Form**  
**(Exhibit K of the Allergan Settlement)**



**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 4**  
**Subdivision Settlement Participation Form**  
**(Exhibit K of the CVS Settlement)**

**EXHIBIT K****Subdivision Participation and Release Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 5**  
**Subdivision Settlement Participation Form**  
**(Exhibit K of the Walgreens Settlement)**



**EXHIBIT K****Subdivision Participation and Release Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 6**  
**One Washington Memorandum of Understanding Between Washington Municipalities**

## ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

### **A. Definitions**

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

## **B. Allocation of Settlement Proceeds for Approved Purposes**

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

## **C. Regional Agreements**

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have



made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
  - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
  - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
  - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

#### **D. Payment of Counsel and Litigation Expenses**

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

## **E. General Terms**

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

**[Remainder of Page Intentionally Left Blank – Signature Pages Follow]**

**This One Washington Memorandum of Understanding Between Washington Municipalities is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by:**

\_\_\_\_\_

**Name & Title** \_\_\_\_\_

**On behalf of** \_\_\_\_\_

4894-0031-1574, v. 2



# EXHIBIT A

## OPIOID ABATEMENT STRATEGIES

### PART ONE: TREATMENT

#### A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
  - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.



- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

#### **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

## PART THREE: OTHER STRATEGIES

### **I. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

## **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
<b>County Total:</b>	<b>0.1638732475%</b>

### Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
<b>County Total:</b>	<b>0.4694498386%</b>

### Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
<b>County Total:</b>	<b>2.5480622463%</b>

### Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
<b>County Total:</b>	<b>1.0403247979%</b>

### Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
<b>County Total:</b>	<b>1.7675353928%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
<b>County Total:</b>	<b>6.7812031452%</b>

### Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
<b>County Total:</b>	<b>0.0561699537%</b>

### Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
<b>County Total:</b>	<b>2.4720828165%</b>

### Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
<b>County Total:</b>	<b>0.4731986040%</b>

### Ferry County

Ferry County	0.1153487994%
Republic	
<b>County Total:</b>	<b>0.1153487994%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
<b>County Total:</b>	<b>0.7639293210%</b>

### Garfield County

Garfield County	0.0321982209%
Pomeroy	
<b>County Total:</b>	<b>0.0321982209%</b>

### Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
<b>County Total:</b>	<b>1.2010866076%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
<b>County Total:</b>	<b>1.2483954471%</b>

### Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
<b>County Total:</b>	<b>0.9331973041%</b>

### Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
<b>County Total:</b>	<b>0.4417137380%</b>



# EXHIBIT B

Item 6.

County	Local Government	% Allocation
<b>King County</b>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	<b>County Total:</b>	<b>26.0505653608%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
<b>County Total:</b>	<b>3.5635439479%</b>

### Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
<b>County Total:</b>	<b>0.4811529598%</b>

### Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
<b>County Total:</b>	<b>0.2211673457%</b>

### Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
<b>County Total:</b>	<b>1.2687367832%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
<b>County Total:</b>	<b>0.1712669645%</b>

### Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
<b>County Total:</b>	<b>0.9329097900%</b>

### Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
<b>County Total:</b>	<b>0.6145043345%</b>

### Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
<b>County Total:</b>	<b>0.4895416466%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
<b>County Total:</b>	<b>0.2566374940%</b>

### Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
<b>County Total:</b>	<b>12.0345236870%</b>

### San Juan County

San Juan County	0.2101495171%
Friday Harbor	
<b>County Total:</b>	<b>0.2101495171%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
<b>County Total:</b>	<b>1.6910058544%</b>

### Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
<b>County Total:</b>	<b>0.1631931925%</b>

### Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
<b>County Total:</b>	<b>11.8213083387%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
<b>County Total:</b>	<b>8.8808245947%</b>

### Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
<b>County Total:</b>	<b>0.7479240179%</b>

### Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
<b>County Total:</b>	<b>3.3712525050%</b>

### Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
<b>County Total:</b>	<b>0.0596582197%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
<b>County Total:</b>	<b>0.8684638948%</b>

### Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
<b>County Total:</b>	<b>2.3904469386%</b>

### Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
<b>County Total:</b>	<b>0.4841643328%</b>

EXHIBIT B

Item 6.

County	Local Government	% Allocation
<b><u>Yakima County</u></b>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%



# Exhibit C

**KING COUNTY REGIONAL AGREEMENT**

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

## ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

### **A. Definitions**

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

## **B. Allocation of Settlement Proceeds for Approved Purposes**

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

## **C. Regional Agreements**

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.



- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
  - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
  - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
  - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

#### **D. Payment of Counsel and Litigation Expenses**

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

## **E. General Terms**

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

**[Remainder of Page Intentionally Left Blank – Signature Pages Follow]**

**This One Washington Memorandum of Understanding Between Washington Municipalities is signed this 4<sup>th</sup> day of May, 2022 by:**

A handwritten signature in blue ink, appearing to read "JBon", is written above a horizontal line.

**Name & Title** Jessi Bon, City Manager

**On behalf of** City of Mercer Island

# EXHIBIT A

## OPIOID ABATEMENT STRATEGIES

### PART ONE: TREATMENT

#### A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose



or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
  - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

### F. **PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

#### **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.



## PART THREE: OTHER STRATEGIES

### **I. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

## **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
<b>County Total:</b>	<b>0.1638732475%</b>

### Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
<b>County Total:</b>	<b>0.4694498386%</b>

### Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
<b>County Total:</b>	<b>2.5480622463%</b>

### Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
<b>County Total:</b>	<b>1.0403247979%</b>

### Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
<b>County Total:</b>	<b>1.7675353928%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
<b>County Total:</b>	<b>6.7812031452%</b>

### Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
<b>County Total:</b>	<b>0.0561699537%</b>

### Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
<b>County Total:</b>	<b>2.4720828165%</b>

### Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
<b>County Total:</b>	<b>0.4731986040%</b>

### Ferry County

Ferry County	0.1153487994%
Republic	
<b>County Total:</b>	<b>0.1153487994%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
<b>County Total:</b>	<b>0.7639293210%</b>

### Garfield County

Garfield County	0.0321982209%
Pomeroy	
<b>County Total:</b>	<b>0.0321982209%</b>

### Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
<b>County Total:</b>	<b>1.2010866076%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
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### Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
<b>County Total:</b>	<b>1.2483954471%</b>

### Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
<b>County Total:</b>	<b>0.9331973041%</b>

### Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
<b>County Total:</b>	<b>0.4417137380%</b>

# EXHIBIT B

Item 6.

County	Local Government	% Allocation
<b>King County</b>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	<b>County Total:</b>	<b>26.0505653608%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
--------	------------------	--------------

### Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
<b>County Total:</b>	<b>3.5635439479%</b>

### Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
<b>County Total:</b>	<b>0.4811529598%</b>

### Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
<b>County Total:</b>	<b>0.2211673457%</b>

### Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
<b>County Total:</b>	<b>1.2687367832%</b>



## EXHIBIT B

Item 6.

County	Local Government	% Allocation
--------	------------------	--------------

### Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
<b>County Total:</b>	<b>0.1712669645%</b>

### Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
<b>County Total:</b>	<b>0.9329097900%</b>

### Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
<b>County Total:</b>	<b>0.6145043345%</b>

### Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
<b>County Total:</b>	<b>0.4895416466%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
--------	------------------	--------------

### Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
<b>County Total:</b>	<b>0.2566374940%</b>

### Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
<b>County Total:</b>	<b>12.0345236870%</b>

### San Juan County

San Juan County	0.2101495171%
Friday Harbor	
<b>County Total:</b>	<b>0.2101495171%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
--------	------------------	--------------

### Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
<b>County Total:</b>	<b>1.6910058544%</b>

### Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
<b>County Total:</b>	<b>0.1631931925%</b>

### Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
<b>County Total:</b>	<b>11.8213083387%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
--------	------------------	--------------

### Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
<b>County Total:</b>	<b>8.8808245947%</b>

### Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
<b>County Total:</b>	<b>0.7479240179%</b>

### Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
<b>County Total:</b>	<b>3.3712525050%</b>

### Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
<b>County Total:</b>	<b>0.0596582197%</b>

## EXHIBIT B

Item 6.

County	Local Government	% Allocation
--------	------------------	--------------

### Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
<b>County Total:</b>	<b>0.8684638948%</b>

### Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
<b>County Total:</b>	<b>2.3904469386%</b>

### Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
<b>County Total:</b>	<b>0.4841643328%</b>

EXHIBIT B

Item 6.

County	Local Government	% Allocation
<b><u>Yakima County</u></b>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

# Exhibit C

### **KING COUNTY REGIONAL AGREEMENT**

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6237**  
**March 21, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6237: Vietnam Veterans Day Proclamation No. 302	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Proclaim March 29, 2023 Vietnam Veterans Day in Mercer Island.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	City Council
<b>STAFF:</b>	Salim Nice, Mayor Ali Spietz, Chief of Administration
<b>COUNCIL LIAISON:</b>	Jake Jacobson
<b>EXHIBITS:</b>	1. Proclamation No. 302
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to proclaim March 29, 2023 as Vietnam Veterans Day in Mercer Island with Proclamation No. 302 (Exhibit 1).

### BACKGROUND

Vietnam Veterans Day commemorates the sacrifices of Vietnam veterans and their families, and is part of a national effort to recognize the men and women who were denied a proper welcome upon returning home more than 40 years ago. The [Vietnam War Veterans Recognition Act](#), signed into law in 2017, designates March 29 of each year as National Vietnam War Veterans Day. On that day in 1973, the last combat troops were withdrawn from Vietnam and the last prisoners of war held in North Vietnam arrived on American soil.

Over 2.6 million American men and women served in the Vietnam War; 58,318 were killed in action (KIA); 153,372 were wounded in action (WIA); 778 were prisoners of war (POW); and 1,584 are still missing in action (MIA). Eleven of those killed in action were from Mercer Island and gave everything to protect freedom and liberty.

### RECOMMENDED ACTION

Proclaim March 29, 2023 Vietnam Veterans Day in Mercer Island.



# City of Mercer Island, Washington

## ***Proclamation***

**WHEREAS**, President Obama in 2012 proclaimed March 29 Vietnam Veterans Day as it marked the 50th anniversary of the departure of the last American troops from Vietnam and in 2017 President Trump signed it into law; and

Over 2.6 million American men and women served in the Vietnam War – 58,318 were killed in action (KIA); 153,372 were wounded in action (WIA); 778 were prisoners of war (POW); and 1,584 are still missing in action (MIA); and

Eleven of those KIA were from Mercer Island and gave everything to protect our freedom and liberty;

2LT JOHN FRANCIS BERGERSON  
SP4 RANSOM CRAIG CYR  
PFC MICHAEL DENNIS FROST  
SP5 BRADFORD MARK GRAHAM  
WO JAMES ARTHUR JOHANSEN  
CPL RICHARD OTIS KROGH

SP4 LARRY ARNOLD SIMONSON  
LCPL LEONARD PETER SPARKMAN  
WO JAMES RICHARD WALDOWSKI  
CPL DAVID HOWARD WARNER  
CPL DARRYL WHITNEY WRIGHT

We owe a debt of gratitude to the men and women who served in Vietnam, and we recognize the tremendous sacrifices they and their families made on behalf of our country.

**NOW, THEREFORE, I**, Salim Nice, Mayor of Mercer Island, do hereby proclaim March 29, 2023 as

## **VIETNAM VETERANS DAY**

and urge all residents to join the City Council in recognizing and honoring the contributions and sacrifices of our Vietnam veterans and their families. Let us express our deep gratitude and appreciation for their service and sacrifice, and let us never forget their dedication and the bravery they displayed in defending our freedoms and values.

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

---

Mayor Salim Nice



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6242**  
**March 21, 2023**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6242: Draft Town Center Parking Study Report Handoff	<input checked="" type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Receive the draft Town Center Parking Study report and provide recommendation on next steps.	

<b>DEPARTMENT:</b>	Public Works
<b>STAFF:</b>	Jason Kintner, Chief of Operations Sarah Bluvas, CIP Project Manager
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Draft Town Center Parking Study Report
<b>CITY COUNCIL PRIORITY:</b>	n/a

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

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to handoff the draft Town Center Parking Study report to City Council and discuss next steps. The draft report is included as Exhibit 1.

Please note, there are many bills still pending in the legislature that may have an impact on parking regulations and planning in the Town Center. For that reason, the staff are recommending further work on the Town Center Parking Study be suspended until the legislative session concludes.

- City Council approved \$80,000 in the 2021-2022 Biennial Budget to conduct a new Town Center Parking Study (50% funded by General Fund via the Street Fund and 50% funded by Sound Transit Mitigation dollars for study elements related to mitigation impacts).
- On July, 19, 2022, the City Council reviewed the preliminary findings of the Town Center Parking Study and provided feedback on preferred alternatives ([AB 6118](#)).
- On October 3, 2022, the City Council reviewed and provided feedback on the list of proposed strategies and recommendations to support the goals for the Town Center parking system ([AB 6161](#)).
- During the presentation at the Council Meeting, staff will give an overview of the draft report and discuss next steps.
- The staff recommendation is to suspend work on the Town Center Parking Study until the legislative session concludes given the potential impacts on parking regulations in the Town Center.

- Should the City Council wish to proceed, staff will commence a public outreach process for about four weeks, concluding with a public hearing on April 18, 2023.

## BACKGROUND

In March 2022, the City retained Walker Consultants to conduct a Town Center Parking Study with the following goals:

1. Create a parking program that activates Town Center, supports small businesses, and enhances the Town Center visitor experience.
2. Ensure Mercer Island residents have priority access to public transportation.
3. Determine if on-site commercial and multi-family residential parking is adequately supplied and utilized. Identify options for increasing and/or regulating its use.

Over the last year, the City collected Town Center parking inventory and usage data as well as engaged the community to develop the draft Town Center Parking Study report (Exhibit 1). Methods to collect community feedback included seven virtual focus groups, a brief online survey open to the public (232 responses received), and discussion and mapping exercises on [Let's Talk](#). The draft report also considers relevant community feedback provided via the City's Economic Development Vision survey conducted in June 2022 (644 total responses; 72% of responses related to the parking study).

## ISSUE/DISCUSSION

The draft Town Center Parking Study report features five main sections and four supporting appendices:

### Sections

- A: Project Overview** – Introduces the project goals and summarizes the recommendations.
- B: Parking Inventory & Utilization** – Presents parking inventory, parking utilization, length of stay analysis, and other data collected in June 2022.
- C: Community Outreach Activities** – Summarizes the community outreach methods, number of participants, and key findings.
- D: Strategies & Recommendations** – Outlines three strategies for managing the Town Center parking system and the associated recommendations, actions, and support.
- E: Implementation** – Includes an implementation matrix with timing and anticipated resource impacts as well as guidance for ongoing monitoring.

### Appendices

- A: Community Engagement Plan** – Public participation plan scoped for this project.
- B: Detailed Community Engagement Findings** – Documents all comments, mapping activity inputs, and survey responses as well as aggregates responses from focus group participants.
- C: Background Studies and Current Programs Review** – Summarizes review of background plans, studies, and documents related to Town Center parking, mobility, and planning.
- D: Mercer Island Park and Ride User Surveys** – Includes Park and Ride data collected by Sound Transit in 2014 and 2015.

At Tuesday's meeting, staff will provide an overview of the draft Town Center Parking Study, focusing on the Strategies & Recommendations listed below and further explained starting on page 19 of Exhibit 1.

<b>Strategies &amp; Recommendations</b>	
<b>Strategy #1: Manage the on-street public parking supply.</b>	
1a	Revise on-street parking time limits to be two-hours throughout Town Center.
1b	Monitor the RPD and Town Center Parking permit programs. Modify them as needed to prepare for future parking impacts caused by increases in commuter traffic and the opening of the East Link Extension.
1c	Create additional 30-minute loading and 3- and 10-minute pickup/drop-off spaces on-street.
1d	Add more ADA parking on-street.
1e	Implement additional enforcement of Town Center's on-street parking regulations, including education and marketing campaigns.
1f	Consider paid parking in Town Center and deploy technology to create easier use and enforcement.
<b>Strategy #2: Improve the convenience and efficient supply of parking.</b>	
2a	Improve awareness of and navigation to Town Center's range of parking options.
2b	Promote agreements for public use of currently underutilized private parking.
<b>Strategy #3: Expand travel mode choices through programs and infrastructure investments.</b>	
3a	Add bicycle parking.
3b	Study options to allow more flexibility related to parking requirements for new businesses.
3c	Implement a proactive Transportation Demand Management Program for new development.
3d	Study options to reconfigure some Town Center streets with considerations for adding parking and loading, improving walking and bicycling facilities, improving wayfinding and access, and ensuring area streets are calm and safe for all users.
3e	Create more community gathering spaces.

#### **WASHINGTON STATE LEGISLATIVE SESSION**

The Washington State Legislature is currently in session and anticipated to conclude their work near the end of April 2023. There are several bills under consideration that may have an impact on parking in Town Center. Specifically, [SB 5466](#) as currently drafted, will prevent cities from requiring parking as part of future Town Center development projects. The passage of this bill in its current form will impact the City's future parking strategy. The City is actively engaged with legislators on SB 5466 and other bills and is strongly opposing any bill language that preempts the City's ability to regulate parking.

The staff recommend suspending work on the Town Center Parking Study until the legislative session concludes. This will ensure that the final outcomes recommended in the Town Center Parking Study are aligned with State law.

#### **PUBLIC COMMENT PERIOD**

Should the City Council decide to proceed with the planning process, the staff will commence a public outreach process at the conclusion of the Council meeting. The community will be invited to comment on the draft report through April 18, 2023 via the Let's Talk page. The City Council will also hold a public hearing on Thursday, April 18, 2023.

#### **NEXT STEPS**

The next steps will be informed by the City Council discussion.

#### **RECOMMENDED ACTION**

**Option 1:** Move to suspend work on the Town Center Parking Study until the conclusion of the Washington State Legislative Session.

**Option 2:** Move to commence the public outreach period on the draft Town Center Parking Study, concluding with a public hearing on April 18, 2023.



Prepared for the City of Mercer Island

## Town Center Parking Study

March 15, 2023 (DRAFT)



**WALKER**  
CONSULTANTS



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# A Project Overview

## Introduction

The Mercer Island Town Center Parking Study (“parking study”) evaluates current parking supply, utilization, and management in Mercer Island’s Town Center.

Town Center is Mercer Island’s core commercial district, located on the North End of the island and featuring local shops, restaurants, service providers, and multifamily housing. By 2025, Town Center will be served by light rail via Sound Transit’s East Link Extension, and the area also connects to the I-90 Trail, a regional bike and pedestrian commuter trail.

Well-planned and sufficient parking is vital to the success of the Town Center economy and the experience of Town Center business owners, patrons, residents, and visitors. Mercer Island City Council identified the following goals for the Town Center parking system:

1. Create a parking program that activates Town Center, supports small businesses, and enhances Town Center visitor experience.
2. Ensure Island residents have priority access to public transportation.
3. Determine if on-site commercial and multi-family residential parking is adequately supplied and utilized. Identify options for increasing and/or regulating its use.

Recommendations included in this report are derived from an assessment of existing Town Center conditions and parking operations, conversations with community members and governing decision makers, and evaluation of the best practices and actionable steps that may best achieve the goals for Town Center parking. The recommendations intend to work together to achieve City Council’s stated goals and to ultimately make parking more functionally available, usable for different users, and supportive of other options for non-driving travel to and around Town Center.

## Summary of Data and Recommendations

Parking utilization counts on Wednesday, June 8, 2022, at the “peak utilization” time of 12:00 pm show:

- The on-street spaces were 72% occupied, which is a manageable, non-congested overall rate.
- There are some areas of 85% or greater use in the north and southeast areas of Town Center.
- The off-street spaces are only 51% used overall at the peak time, with none exceeding 85% and only a few locations in the 70-84% range.

Additionally, community members provided input about their current travel patterns and opinions about various potential recommendations throughout the study. Methods to collect community feedback included seven focus groups, discussion and mapping inputs provided through the Let’s Talk project page, and an online survey available to everyone. Community members supported Town Center parking management approaches that will allow them to “park once” and walk around; preserve parking near the busiest destinations for customers; and improve opportunities for using other forms of transportation such as walking and biking (parking data and community input are further discussed later in this report).

The data and community input collected by the City informed the strategies and recommendations summarized in Table 1. Section D. elaborates on these strategies, and Section E. provides guidance for ongoing monitoring and implementation.

**Table 1 Summary of Recommendations and Implementation Timelines**

Strategies & Recommendations		Implementation
<b>Strategy #1: Manage the on-street public parking supply.</b>		
1a	Revise on-street parking time limits to be two-hours throughout Town Center.	1-3 years
1b	Monitor the RPD and Town Center Parking permit programs. Modify them as needed to prepare for future parking impacts caused by increases in commuter traffic and the opening of the East Link Extension.	4-6 years
1c	Create additional 30-minute loading and 3- and 10-minute pickup/drop-off spaces on-street.	1-3 years
1d	Add more ADA parking on-street.	4-6 years
1e	Implement additional enforcement of Town Center's on-street parking regulations, including education and marketing campaigns.	1-3 years
1f	Consider paid parking in Town Center and deploy technology to create easier use and enforcement.	7-10 years
<b>Strategy #2: Improve the convenience and efficient supply of parking.</b>		
2a	Improve awareness of and navigation to Town Center's range of parking options.	1-3 years
2b	Promote agreements for public use of currently underutilized private parking.	4-6 years
<b>Strategy #3: Expand travel mode choices through programs and infrastructure investments.</b>		
3a	Add bicycle parking.	1-3 years
3b	Study options to allow more flexibility related to parking requirements for new businesses.	4-6 years
3c	Implement a proactive Transportation Demand Management Program for new development.	4-6 years
3d	Study options to reconfigure some Town Center streets with considerations for adding parking and loading, improving walking and bicycling facilities, improving wayfinding and access, and ensuring area streets are calm and safe for all users.	7-10 years
3e	Create more community gathering spaces.	7-10 years

**Note:** This study was conducted in 2022, when Mercer Island, like all communities, was still experiencing the impacts of the COVID-19 pandemic ("pandemic") on commuter travel, in-person retail demand, community gatherings, and other factors that influence transportation behavior. Though many aspects of society had largely reopened, it is unknown what long-term impacts the pandemic will have on work commuting, school attendance, residential location preferences, office space demand, interest in public gatherings, and other activities. Where relevant, recommendations include actions to continue studying commuter parking needs to inform future improvements to Town Center parking.

# B Parking Inventory and Utilization

This section outlines parking data collected in June 2022. Data featured in this section includes:

- Inventory of on- and off-street parking spaces in Town Center
- Parking utilization (weekday and weekend counts)
- Length of stay analysis
- Manual parking counts of the North Mercer Restricted Parking District (RPD) and Sound Transit Park & Ride

## Methodology

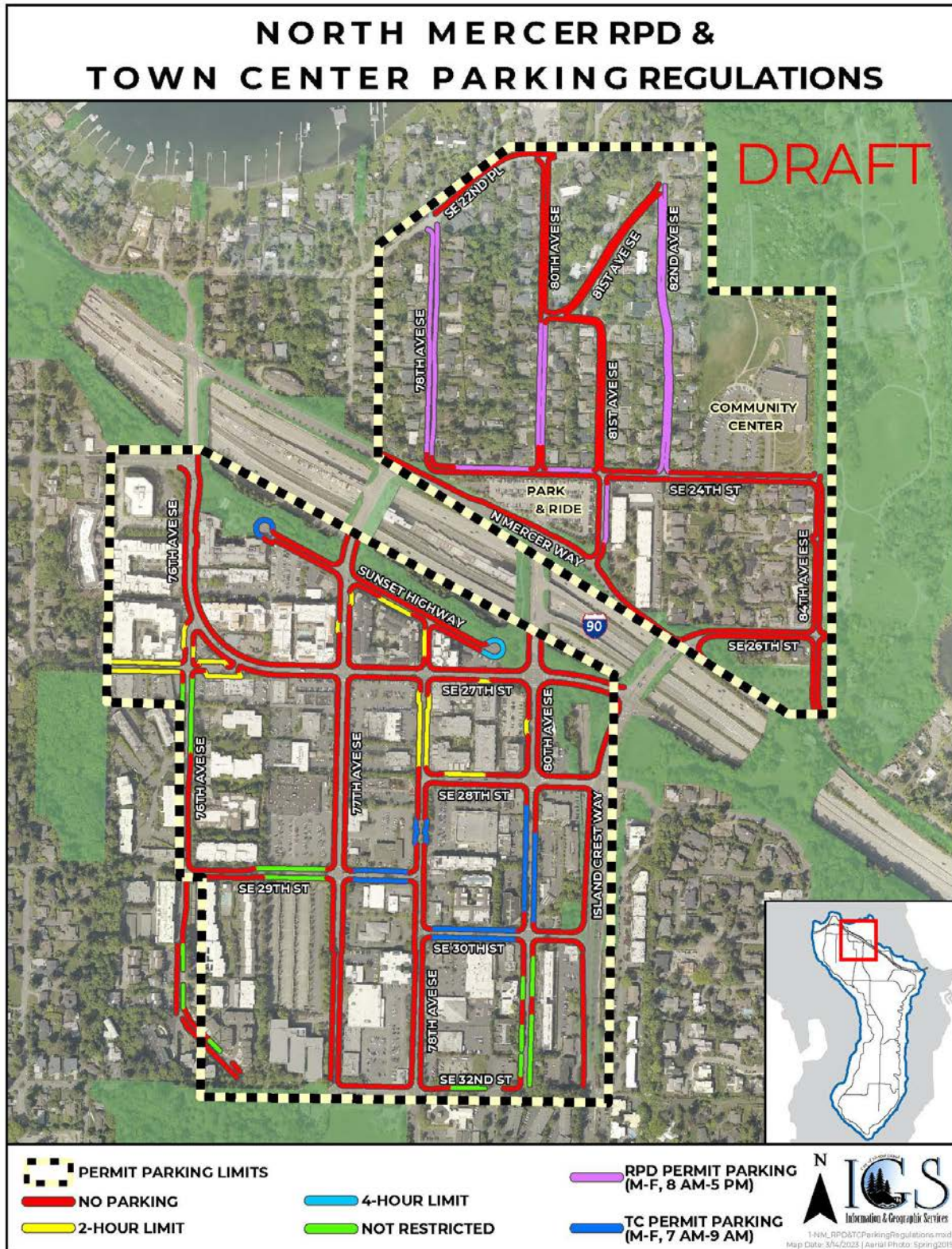
Parking counts were conducted in Town Center on Wednesday, June 8, and Saturday, June 11, 2022. These dates were chosen to capture typical busy conditions in Town Center. Parking occupancy counts (i.e. number of parked cars) were conducted every two hours from 10:00 a.m. to 8:00 p.m., inclusive, on both days to understand parking demand throughout the day on typical parking conditions. Parking length of stay counts were also conducted at 5:00 p.m. and every two hours from 10:00 a.m. to 8:00 p.m., inclusive, on June 8 to understand how long cars stay parked in on-street spaces.

## Town Center Parking Inventory

Town Center parking inventory has 2,745 parking spaces. This includes 2,492 off-street parking spaces and 253 on-street parking spaces. Several Town Center primary streets, including SE 27th Street, 77th Avenue SE, and 78th Avenue SE, have significant stretches with no on-street parking. Off-street, privately owned parking is plentiful, with nearly every development, business, or commercial center having a parking area. Figure 1 shows the location of on-street parking with various regulations.



Figure 1 Existing On-Street Parking Locations and Regulations



Source: City of Mercer Island.

The following parking space inventories were collected for the various on-street spaces regulated per Figure 1.

- 2-Hour Limit: 88 spaces
- Not Restricted: 90 spaces
- Town Center Parking Permit program: 53 spaces

The 4-hour limit parking spaces located in the east cul-de-sac of Sunset Highway are not striped so were not inventoried as part of this parking study. However, the City estimates 12 parking spaces in that area. Similarly, the North Mercer Restricted Parking District (RPD) parking spaces are not striped so were not inventoried; the City approximates 71 parking spaces in the RPD.

The City also inventoried ADA, Loading Zone, and 30-minute parking spaces, for the following parking counts:

- ADA: 1 space
- Loading Zone: 16 spaces
- 30-Minute Parking: 2 spaces

## Town Center Parking Utilization

Figure 2 summarizes the weekday parking system demand in the Town Center study area compared to an 85% occupancy threshold. A widely recognized best practice in parking management is to compare actual parking utilization rates with an 85% occupancy threshold. When parking is 85% occupied, spaces are well-used: pricing (if used) is not needlessly deterring people from driving to the area, and it is still possible for drivers to find a space without cruising around waiting for another driver to leave, which results in increased emissions and traffic congestion. As shown in the figure, on-street parking was more highly utilized than off-street parking throughout the day. However, on-street occupancy never exceeded 71% system-wide, which is well below the 85% occupancy threshold. Both the on-street and off-street parking in the study area followed a similar pattern where occupancy peaked at 12:00 p.m. and declined throughout the afternoon into the evening.

**Figure 2 Weekday Parking Utilization - Wednesday, June 8, 2022**

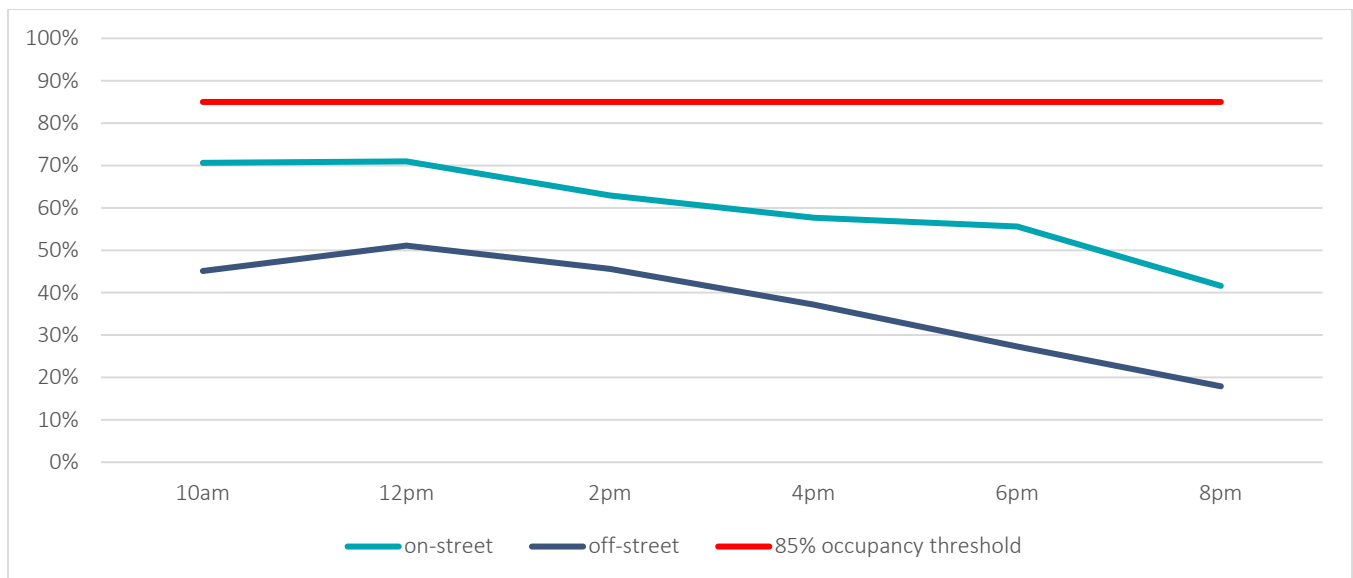
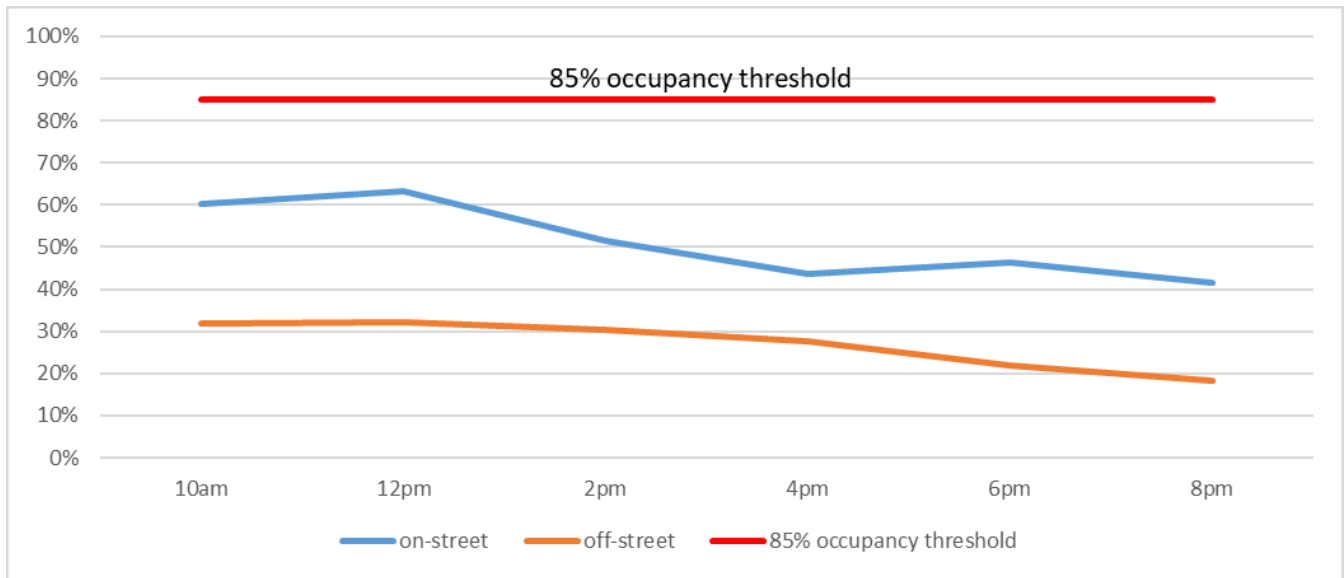


Figure 3 summarizes the weekend parking demand in the Town Center study area. Like the weekday, on-street parking was more highly utilized than off-street parking throughout the day system-wide. However, overall on-street occupancy never exceeded 63%, which is well below the 85% occupancy threshold. Both the on-street and

off-street parking in the study area followed a similar pattern where occupancy peaked at 12:00 p.m. and declined throughout the afternoon into the evening.

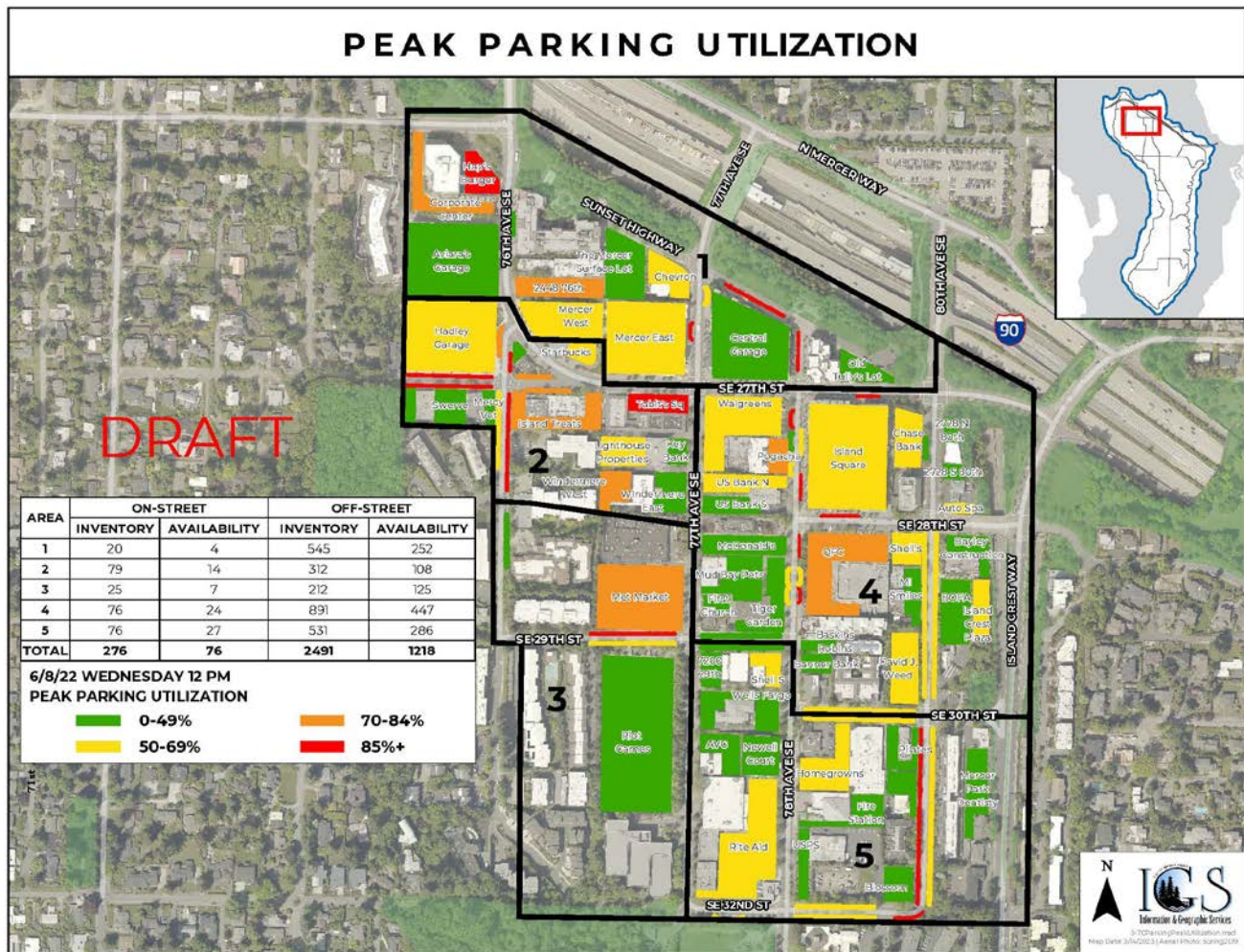
**Figure 3 Weekend Parking Utilization - Saturday, June 11, 2022**



The period of peak parking demand for the study area occurred on Wednesday, June 8, 2022, at 12:00 p.m. This weekday lunchtime peak period is typical of other commercial districts around the country. Figure 4 shows the parking utilization spatially during the weekday period of peak parking demand. Certain block faces and parking facilities exceeded the 85% occupancy threshold, while other block faces and facilities were less than 50% occupied.



Figure 4 Weekday Peak Utilization (Wednesday, June 8, 2022, at 12:00 pm)



Source: Graphic - City of Mercer Island; Data – Walker Consultants and IDAX Solutions

Even during the period of peak parking demand, it was found that spaces were available in Town Center:

- 83 on-street spaces were available.
- 1,218 off-street spaces were available.

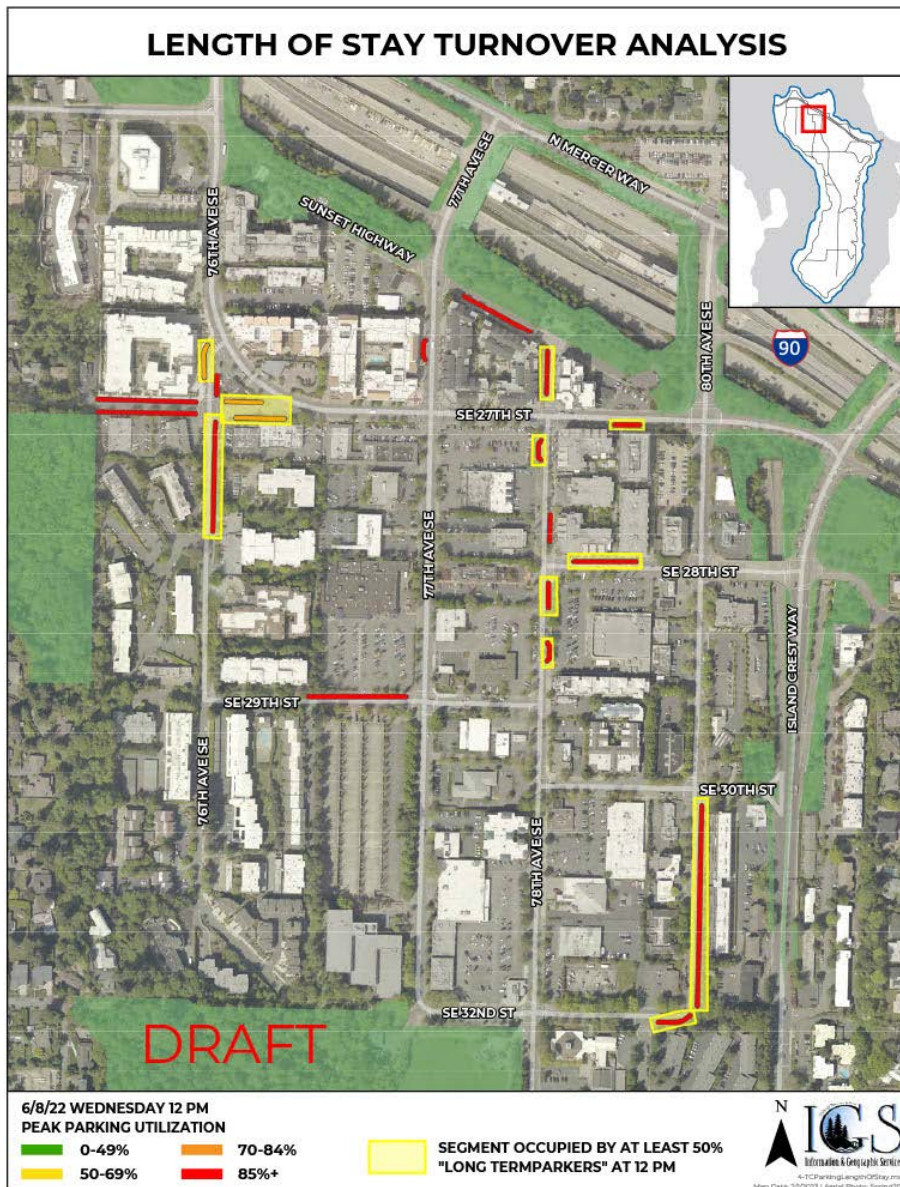
## Length of Stay Analysis

A length of stay analysis shows how long vehicles occupied on-street parking spaces in Town Center on Wednesday June 8, 2022. This analysis focused on blocks where the parking occupancy was 70% or higher and considered vehicles parked for at least four hours “long-term parkers.” Figure 5 shows the street segments with at least 70% occupancy and segments in which parkers were parked for at least four hours.

The length of stay analysis indicates:

- 117 total cars parked on these busy blocks.
- 56 of 117 (48%) were parked for 4+ hours.
- Of the 56 vehicles parked for 4+ hours, 33 vehicles (59%) were parked in 30-minute or two-hour parking zones.

Figure 5 Length of Stay Analysis



Source: Graphic - City of Mercer Island; Data – Walker Consultants and IDAX Solutions

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## Manual Parking Counts of Peripheral Areas

Mercer Island Park & Ride utilization was counted manually<sup>1</sup> on June 29-30 and included the following occupancies:

- Wednesday 6/29/22, 1 pm: 221 of 447 spots occupied (49%)
- Thursday 6/30/22, 10 am: 222 of 447 spots occupied (49%)

The North Mercer Island Restricted Parking District (RPD) was also manually counted on the same days. There are approximately 71 on-street spaces in the RPD, and the City has issued 61 permits for 2022 / 50 permits for 2023. Occupancy was as follows:

- Wednesday 6/29/22, 1 pm: 26 vehicles parked on-street (37%)
- Thursday 6/30/22, 10 am: 21 vehicles parked on-street (30%)

## Town Center Transportation Observations

Transportation to and around Town Center was observed over a three-day period in June 2022. Cars were the predominate observed way of travel around Town Center. Cars are coming and going from off-Island via I-90, from the south of the Island via Island Crest Way, and from local street connections. There was little evidence of surface street congestion at any point during the observation days. Some minor vehicle backups occurred within busy parking lots such as Islandia Center (3016 78th Ave SE) and Tabit Village Square (7695 SE 27th Street) as well as the angled on-street parking on SE 27th Street (adjacent to the Boyd Building, 7605 SE 27th). Within Town Center, moderate bicycle traffic was also observed throughout the day on June 29 and 30, especially entering and exiting Town Center at SE 32nd Street / 78th Avenue SE and traveling along 77th Avenue SE.

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<sup>1</sup> Sound Transit conducted parking counts of the Mercer Island Park and Ride in February 2014 and February 2015. The specific day of the week and time of the counts is unknown, but Sound Transit's survey found that the Park and Ride was 96% occupied in 2014 and 95% occupied in 2015. The survey maps are included as Appendix F. The City of Mercer Island has not conducted its own parking counts of the Mercer Island Park & Ride.

# C Community Engagement Activities

A range of community engagement activities were conducted during the early investigation for this parking study. Overall, community members said that driving and parking is their predominate way of travel. They drive because it is convenient, it is quicker than other ways of traveling, and it is usually easy to find parking. People generally supported strategies to make parking easier to find and use but offered few specific locations or times during which they experience parking congestion. Community members also responded favorably to making it easier to walk and bike between Town Center destinations, instead of driving from point to point, and were supportive of concepts to use street space for gathering areas and bikeways instead of solely parking.

This section summarizes the community outreach methods, number of participants, and key findings. Appendix C provides detailed community engagement findings.

## Let's Talk Mercer Island

The City created a Town Center Parking Study project page on Let's Talk (<https://letstalk.mercergov.org/tc-parking-study>) explaining the project objectives and encouraging community members to share their experiences and ideas to help shape project recommendations. The page included a brief survey, mapping activities, and space to provide open-ended comments. The page has received 1,100 total visits as of March 2, 2023.

Community members also submitted 17 general comments on Let's Talk, including encouraging shared parking; promoting walkability; considering paid parking; widening sidewalks; adding street lighting; and using signage to direct people to parking. Comments also expressed concerns that the Light Rail will cause parking congestion and statements that parking doesn't create vitality (see Appendix C for all comments).

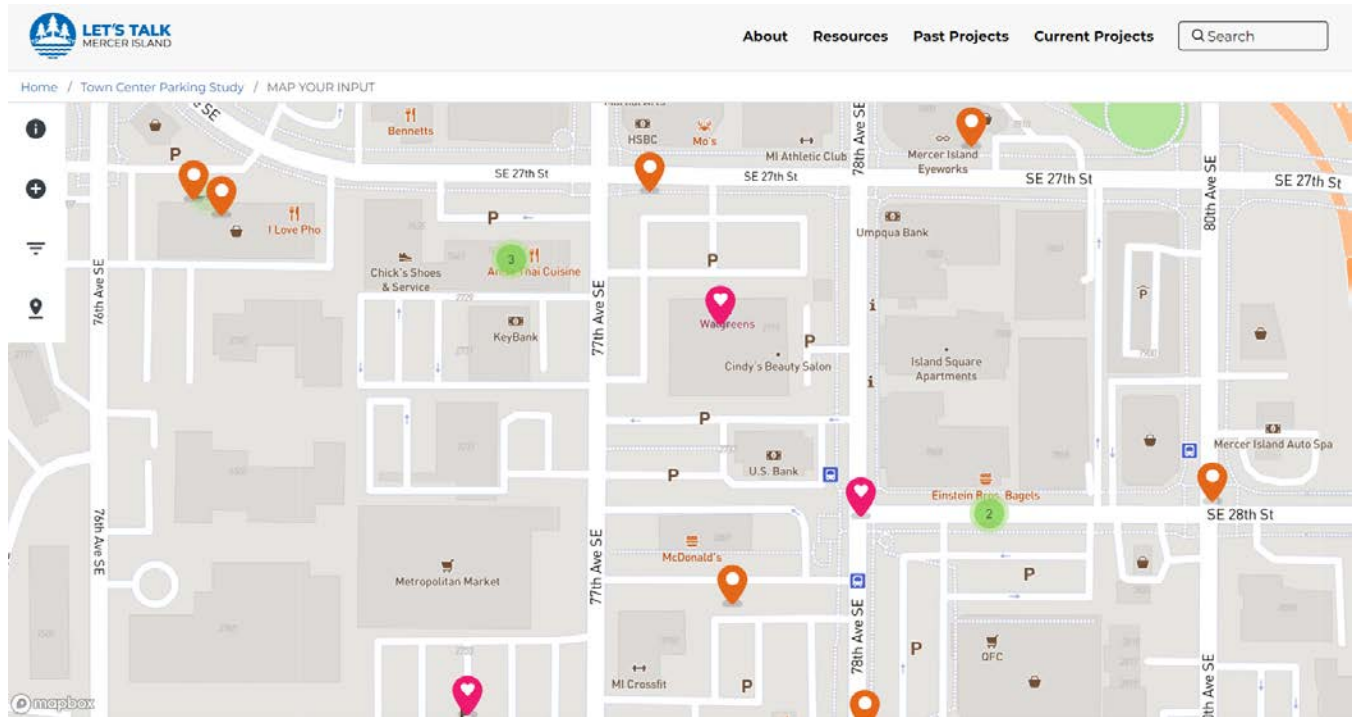
## Online Survey Responses

A brief online survey asked questions about travel behavior, decision-making, parking management goals, and right-of-way priorities. The survey was open on Let's Talk July-September 2022, and received 232 total responses. Key findings from the online survey include the following:

- **Travel modes:** 85% of survey respondents use a personal vehicle as their primary travel mode around Town Center. Respondents cited the needs of their "schedule/obligations that day," "reliability/convenience of the travel choice," and "travel time" as the top three factors influencing their travel mode choices. This implies that most respondents see driving as the quickest, most convenient, and most reliable mode of transportation.
- **Parking goals:** When asked what their most important parking management goal is, survey respondents said: "making it easier to find parking" (47%), "prioritizing parking for certain groups, such as customers in the business district" (24%), and "making it easier and more pleasant to use other forms of travel, like walking and biking" (23%).
- **On-street parking:** Slightly less than half of total respondents (Strongly agree – 27%, Agree – 19%) support the statement that, "On-street public parking should be prioritized over other potential uses of the right-of-way in the busiest locations and/or at the busiest times."

## Map Your Input Exercise on Let's Talk

Figure 6. Screenshot of Map Your Input Activity



Community members also participated in a mapping exercise that was open on Let's Talk from July-September 2022. Participants offered 32 unique comments on the map (Figure 6), covering two major themes:

- **Walkability and biking:** Many comments related to pedestrian and bicycle infrastructure and the parking supply surplus or constraints. Respondents specifically requested better walking connections from Town Center to the neighborhoods east of Island Crest Way; more bicycle racks at Mercerdale Park; and bicycle routes including paths and on-street facilities on 77<sup>th</sup> Avenue SE, SE 27<sup>th</sup> Street, SE 80<sup>th</sup> Street, and other locations.
- **Parking:** Respondents noted usually being able to find parking at Rite Aid (Mercer Island Shopping Center, 3023 78<sup>th</sup> Avenue SE), Metropolitan Market (2755 77<sup>th</sup> Avenue SE), Walgreens (7707 SE 27<sup>th</sup> Street), and the south end of Town Center. The Park & Ride was the only place someone commented as having unavailable parking. (See Appendix B for all comments.)

## Focus Groups

Four one-hour focus groups with representatives from Neighbors in Motion, the Mercer Island Historical Society, the Chamber of Commerce, and the Mercer Island Climate Action Network were conducted (a fifth focus group with the Mercer Island Rotary Club was scheduled but no participants attended), as well as two general focus groups with Mercer Island community members and business owners. Attendees listened to a presentation on the goals of the parking study and findings from parking data collection before participating in a polling exercise using Mentimeter, a digital engagement platform.

Figure 7 shows aggregated polling results for participants' agreement with various transportation statements. (See Appendix C for complete poll results.)

**Figure 6 Polling Results on Strategy Levels of Agreement**

Statement	Average level of agreement (5 = strongest agreement)
It makes sense for all parking facilities in the Town Center to be shared among multiple uses if they can be.	4.2
The most convenient parking in Town Center should be prioritized for visitors and customers.	3.8
It makes sense to create more community gathering spaces in Town Center, even if parking has to be moved to do so.	3.7
I'd support paid parking if it benefited the community in tangible ways, like making it easier to get places and supporting community initiatives.	3.6
It makes sense for parking to cost more in areas where demand for parking is highest.	3.1
On-street parking should be prioritized over other potential mobility uses for the right-of-way, like bike lanes and wider sidewalks.	2.5
On-street parking should be prioritized over community uses for the right-of-way, like parklets and outdoor dining areas.	1.9

## Economic Development Vision Survey

As part of the 2022-2024 periodic update to the Mercer Island Comprehensive Plan, the City is developing its first Economic Development Element. The City conducted an Economic Development Vision Survey in summer 2022, and responses from that survey also informed recommendations included in this Town Center Parking Study. In total, 644 responses were received for the vision survey, and 463 responses (72%) included comments about parking, outdoor space, walkability, business vitality, transit access, and other topics related to this parking study.

Many respondents' visions for the future of Mercer Island's commercial areas include features that make these areas more of a destination: more variety of restaurants, shops, and amenities; street design and parking that enable residents to "park once" to shop and run errands rather than driving from place to place; and a cohesive identity that makes a commercial area feel like a destination.

Other relevant input includes:

- Providing good bike lanes to help businesses be more environmentally friendly.
- Improving parking to make business more viable.

See Appendix C for complete summary.

# D Strategies & Recommendations

This section outlines three strategies for achieving the stated goals for the Town Center parking system. It includes recommendations and specific actions to take for each. An implementation matrix for all strategies is included in Section E of this report.

## Strategy #1: Manage the on-street public parking supply.

This parking study found that on-street parking spaces are unevenly used across Town Center. Some areas are occupied over 85% for most of the day, time limit regulations are irregular throughout Town Center, and spaces with time limits are not consistently enforced. Cars overstay the parking limits, making on-street spaces unavailable for customers.

Recommendations for managing the on-street public parking supply are included in Table 2. These recommendations seek to make parking:

- Easier to find for each user type – visitors, employees, commuters, delivery operators, and others.
- Consistently regulated throughout Town Center.
- Better enforced to help increase availability.
- More conducive to “parking once” and being able to walk to multiple destinations.

**Table 2 Recommendations to Manage the On-Street Public Parking Supply**

Recommendations	
1a	Revise on-street parking time limits to be consistent throughout Town Center.
1b	Monitor the RPD and Town Center Parking permit programs. Modify them as needed to prepare for future parking impacts caused by increases in commuter traffic and the opening of the East Link Extension.
1c	Create additional 30-minute loading and 3- and 10-minute pickup/drop-off spaces on-street.
1d	Add more ADA parking on-street.
1e	Implement additional enforcement of Town Center’s on-street parking regulations, including education and marketing campaigns.
1f	Consider paid parking in Town Center and deploy technology to create easier use and enforcement.

## 1a. Revise on-street parking time limits to be consistent across Town Center.

### Current Conditions

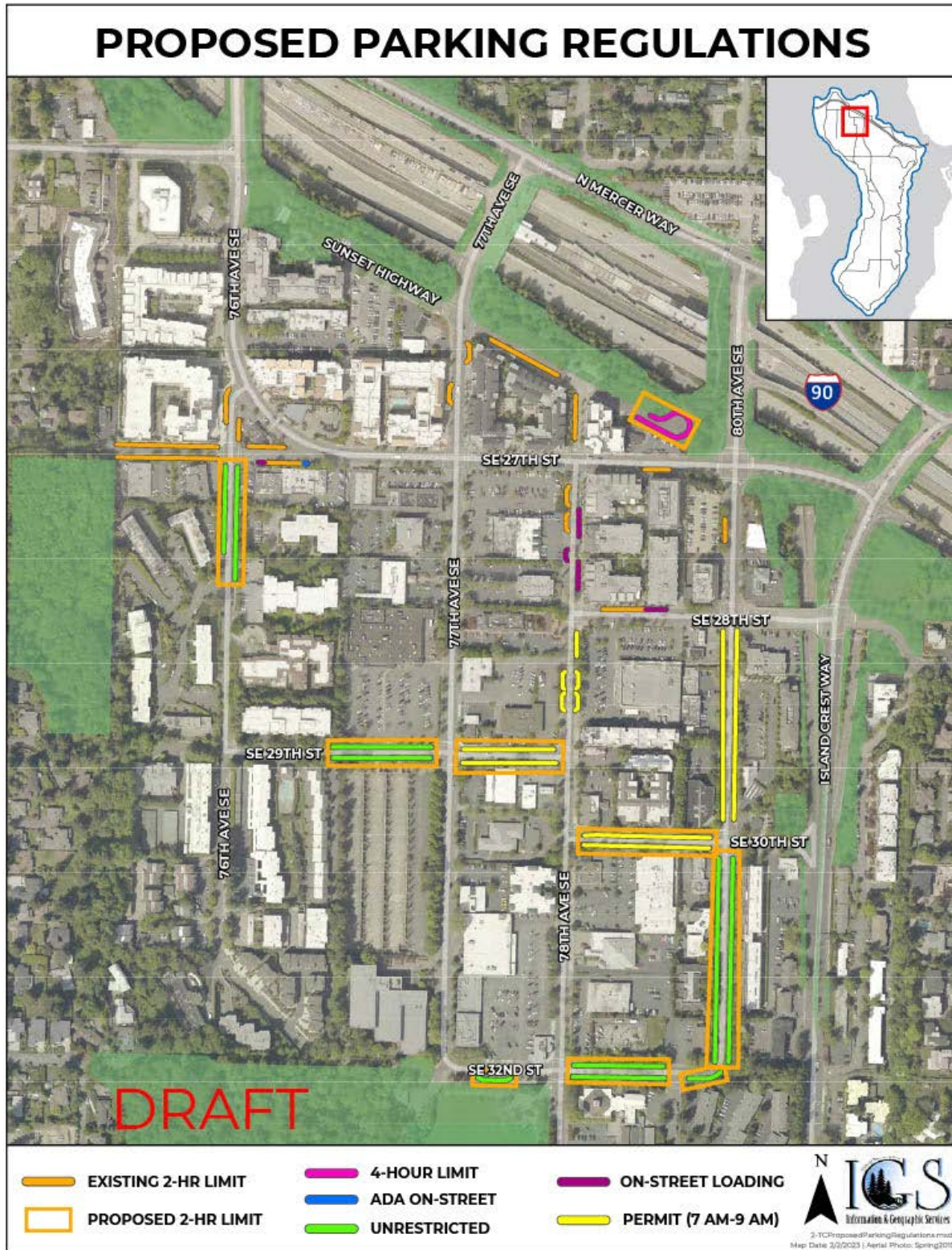
- Town Center on-street parking is regulated through a mix of two-hour, four-hour, unrestricted, ADA, loading, and three-minute zones (see regulation map). No on-street parking requires payment.
- While peak occupancy (see map on page 13) showed an overall acceptable 72% utilization rate in Town Center, that utilization was not evenly distributed. Certain blocks, both regulated and unrestricted, showed 85% or greater use, while other blocks were below 50% use.
- Many Town Center streets do not provide on-street parking due to the current street configurations.

Actions	Primary Reasoning
Convert all on-street parking in Town Center to two-hour limits, excluding ADA and loading zones. Conversion would include all current spaces regulated as two-hour, four-hour, unrestricted, and Town Center Parking Permit.	Two-hour limit on-street parking is suitable to serve most customer and visitor needs in a business district, allowing enough time to complete errands, dining, and visits, while being short enough to promote turnover of spaces. This change also brings more consistency and ease of use to on-street parking regulations in Town Center.
After new two-hour limit regulations are in place, conduct periodic parking turnover counts and collect observations from Town Center businesses, patrons, residents, and other visitors.	Will help identify how consistently the new parking regulations are being followed and inform future changes

A map of proposed parking limit regulation changes is provided in Figure 8.



Figure 8. Map of Proposed Parking Time Limit Regulations for Town Center



## 1b. Monitor the North Mercer Restricted Parking District and the Town Center Parking permit programs. Modify them as needed to prepare for future parking impacts due to increased commuter traffic and opening of the East Link Extension.

### Current Conditions

The **North Mercer Restricted Parking District (RPD) Permit Program** was created in 2003 to prevent spillover of commuter Park & Ride users onto neighborhood streets when the Park & Ride is full. Permits cost \$5/year for each vehicle legally registered to a resident in RPD. Permit holders may apply for up to two guest passes, and temporary contractor permits are also available. Guest permits cost \$10 per permit. The permit also grants the same privileges of the Town Center Parking permit.

- **Parking Locations:** Portions of 78<sup>th</sup> Ave SE, 80<sup>th</sup> Ave SE, 81<sup>st</sup> Ave SE, 82<sup>nd</sup> Ave SE, and SE 24<sup>th</sup> Street, North of I-90 / North Mercer Way
- **# of Spaces:** 71 on-street spaces
- **Permit Numbers:** The City has not set a maximum number of available permits.
  - 2022: 61 regular permits, 33 guest permits
  - 2023: 50 regular permits, 16 guest permits<sup>2</sup>
- **Utilization:**
  - June 29, 2022: 26 vehicles parked
  - June 30, 2022: 21 vehicles parked<sup>3</sup>

The **Town Center Parking Permit Program** was created in 2001 to eliminate parking for non-Mercer Island commuters from City streets. Permits are available for Mercer Island residents as well as a limited number of Mercer Island businesses grandfathered into the permit program for \$5/year. The permit grants priority access to designated on-street spaces from 7 am-9 am on weekdays. The penalty for parking in the permit area without a valid and visible placard is \$35.

- **Parking Locations:** Portions of 78<sup>th</sup> Ave SE, 80<sup>th</sup> Ave SE, SE 29<sup>th</sup> Street, SE 30<sup>th</sup> Street, and Sunset Highway in the Town Center zone
- **# of Spaces:** 53 on-street spaces
- **Permit Numbers:** The City has not set a maximum number of available permits.
  - 2022: 337 permits
  - 2023: 233 permits
- **Utilization:** During the peak parking time of 12 pm on Wednesday, June 8, 2022, the Town Center Parking permit areas were primarily less than 70% utilized, with a small segment of spaces at 85% or higher utilization.

<sup>2</sup> 2023 permit numbers as of February 1, 2023.

<sup>3</sup> On-street parking use in the North Mercer Restricted Parking District has typically been observed as lightly used since the pandemic began in early 2020 and commuter patterns changed substantially. Anecdotal evidence is that the RPD area experienced more non-permitted parking use pre-pandemic.



North Mercer Restricted Parking District (RPD) Permit Program	
Actions	Primary Reasoning
Conduct parking demand/use counts during typical peak conditions (e.g. after weekday morning rush hour) at the Mercer Island Park & Ride.	Parking counts conducted in June 2022 demonstrated less than 50% occupancy of the Mercer Island Park & Ride. However, parking utilization data for the facility pre-pandemic is lacking, and it is still unknown how commuter parking demand may increase as the pandemic ends and the East Link Extension opens. Gathering more data is necessary to inform future decisions for the RPD and Town Center Parking permit programs.
Conduct semi-regular parking counts in the RPD.	Parking counts conducted in June 2022 demonstrated only 30%-40% occupancy of the RPD. However, spillover impacts from the adjacent Mercer Island Park & Ride may occur in the future as commuter parking demand increases due to the end of the pandemic and the opening of the East Link Extension. More data is necessary to inform potential changes to the RPD permit program.
Increase the fees for the RPD permit program to cover the costs of administering the program.	Permit fees do not currently cover the costs of administering the program, which could make the long-term viability of the program unsustainable.
Revise the RPD permit program if parking counts demonstrate significant congestion.	The RPD system was created over two decades ago in response to transit commuter parking spillover. Those conditions are less persistent in the current pandemic-influenced commuting environment, in which many Mercer Island residents work partially or fully from home and do not leave the Island for jobs. This condition may continue for years, but the City can begin preparing now for future impacts.
Town Center Parking Permit Program	
Actions	Primary Reasoning
Conduct parking demand/use counts during typical peak conditions (e.g. after weekday morning rush hour, weekday lunch hour) in Town Center permit-regulated parking spaces.	
Survey current Town Center Parking permit holders to better understand their parking needs and habits.	
Increase the fees for the Town Center Parking permit program and parking citations.	Enforcement rates in Town Center are low, which may cause some non-permitted users to take their chances in the permit area and risk the small citation fine.
If the Mercer Island Park & Ride continues to demonstrate less than 75% occupancy, shift Town Center Parking permit holders to the Park & Ride and suspend the current Town Center Parking permit program.	Preserves valuable on-street parking for customers and other Town Center visitors to park throughout the day.

## 1c. Create additional 30-minute loading and three- and ten-minute pickup/drop-off spaces on-street.

### Current Conditions

- On-street loading is currently designated along three blocks – several three-minute spaces on SE 27<sup>th</sup> Street (adjacent to the Boyd Building, 7605 SE 27<sup>th</sup> Street), 30-minute spaces on 78<sup>th</sup> Avenue SE north of SE 28<sup>th</sup> Street, and 30-minute spaces on SE 28<sup>th</sup> Street east of 78<sup>th</sup> Avenue SE. Collectively, these constitute 16 loading spaces.
- Loading, delivery, and pickup/drop-off demand was observed throughout Town Center, especially near multi-family residences and by businesses that lack their own loading docks or dedicated parking spaces.
- A considerable amount of loading and pickup/drop-off activity occurs from the standard curbside (either two-hour or unrestricted spaces) or from vehicles parked in the center turn lane of certain streets.

Actions	Primary Reasoning
Add 30-minute on-street loading spaces for commercial delivery during specific days and hours.	Providing formally designated loading space for businesses and residents can help reduce informal double-parking, center-lane loading, and other pickup and loading behavior that is both unsafe and causes street congestion.
Create new on-street, 3- and/or 10-minute loading zones for short-term pickup and drop-off.	Pickup and loading zones can be especially useful at buildings that have underground parking, off-street lots that are too small to fit tall delivery trucks, and in front of businesses that serve takeout or online sales.
Monitor new loading and pickup/drop-off zones for utilization, safety, and convenience.	Will help assess compliance with the regulations and inform decisions to expand, contract, relocate, or regulate spaces.

## 1e. Add more ADA parking on-street.

### Current Conditions

- Existing ADA on-street parking includes one space on SE 27<sup>th</sup> Street east of 76<sup>th</sup> Avenue SE.
- The quantity of off-street ADA parking spaces was not collected during this parking study. The City of Mercer Island ADA Transition Plan, adopted in 2022, describes off-street ADA design standards<sup>4</sup>.

Actions	Primary Reasoning
Study the need for additional ADA parking in Town Center.	The City's ADA Transition Plan does not specifically identify the need to add ADA parking spaces to Town Center. However, ADA spaces are one method the City may use to ensure access for people with mobility challenges in Town Center.
Identify high-demand locations to designate additional ADA spaces if further study reveals a need for more.	While on-street ADA quantity requirements are vague and depend on the land use and street context, it is considered best practice to provide roughly 2% of on-street spaces as ADA. With 276 on-street spaces in Town Center, this equals 5-6 ADA spaces. There is currently only one ADA space.

<sup>4</sup> Mercer Island ADA Transition Plan. See document page 74 for off-street standards guidance.

[https://www.mercerisland.gov/sites/default/files/fileattachments/public\\_works/page/29654/final\\_-\\_ada\\_transition\\_plan\\_-\\_city\\_of\\_mercer\\_island\\_-\\_accessible\\_version.pdf](https://www.mercerisland.gov/sites/default/files/fileattachments/public_works/page/29654/final_-_ada_transition_plan_-_city_of_mercer_island_-_accessible_version.pdf)

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## 1e. Implement additional enforcement of Town Center's on-street parking regulations, including enhanced marketing and education.

### Current Conditions

- Awareness of parking regulations in Town Center is largely provided on-site through the regulatory signage displayed on the street. Information about citation amounts and processing is available on the City's website.
- Parking enforcement is conducted by the Mercer Island Police Department (MIPD). Three police vehicles are equipped with automatic license plate recognition (ALPR) systems. The City operates one parking enforcement vehicle with ALPR, which, in addition to permit tracking, can track parking duration.
- Currently, one officer is assigned to enforce Town Center parking. That position is also responsible for other duties, and enforcement of time limits/citing infractions has been irregular.
- Parking citation rates are between \$20-\$35. With low enforcement rates currently, many drivers likely take their chances with time limit and permit infractions.

Actions	Primary Reasoning
Run education and awareness campaigns to inform users about parking time limits, the City's enforcement tactics, and other parking options.	Promotes an education-first approach to help people understand and/or adjust to parking regulations.
Equip additional ALPR vehicles with the City's parking duration tracking software.	Provides additional enforcement patrols to monitor for time limit infractions.
Conduct targeted enforcement in known busy periods in the highest congestion areas.	Alleviates parking infractions that are most common during the busy times such as morning commuter parking and lunch-hour parking.
Provide a non-fee warning notice to first-time offenders, then institute paid tickets for later offenses.	Offers a softer touch to increasing parking enforcement practices.
Increase parking citation rates.	Some increase to the parking citation fine could compel better compliance.

## 1f. Consider paid parking in Town Center and deploy technology to create easier use and enforcement.

### Current Conditions

- All on-street parking in Town Center has no daily rate cost, though a small number of spaces are available only to Town Center parking permit holders during some hours of the day. The permit costs money to buy every year.
- Existing time-regulated spaces (such as two-hour parking) are manually enforced.
- The existing North Mercer Residential Parking District and Town Center Parking permit programs require a small annual fee to park on-street in certain areas.
- The Island Square garage (2758 78<sup>th</sup> Avenue SE) provides the first two hours parking free and then charges money for subsequent hours. Users are required to register using the ParkMobile app for the first two free hours as well as the following paid hours.

Actions	Primary Reasoning
Conduct regular counts of Town Center parking utilization.	This study recommends several actions to take first in order to redirect cars into the most suitable parking spaces for a driver's intended visit. Continuing to monitor Town Center parking utilization before and after these other actions are implemented will help inform whether to try additional solutions such as implementing paid parking.
If areas show unsatisfactory operations, consider paid parking.	Requiring payment for on-street parking can help encourage turnover of spaces because people won't park longer than needed to avoid paying additional fees.
Use lower-capital technology systems such as shared payment meters and app-based payment to keep initiation costs lower and provide flexibility in assigning the geography, time, and fees for paid parking.	Using technology-based payment can aid enforcement of parking time limits.

## Strategy #2: Improve the convenience and efficiency of parking.

This strategy seeks to make parking more convenient by improving wayfinding and connections as well as maximizing underutilized parking supply. Implementing the following recommendations could improve parking to be:

- More available, accessible, and apparent to all users in both on- and off-street locations.
- Navigable to and from parking and to destinations.

Table 3 outlines Strategy #2 recommendations.

**Table 3 Recommendations to Improve the Convenience and Efficiency of Parking**

Recommendations	
2a	Improve awareness of and navigation to Town Center's range of parking options.
2b	Promote agreements for public use of currently underutilized private parking.

## 2a. Improve awareness of and navigation to Town Center's range of parking options.

### Current Conditions

- Several garages with current shared parking options for public users all display signs describing the locations of public parking spaces and time limits.
- Many other off-street, privately owned parking lots post signs that say, "For Customer Use Only" and other private regulations and towing enforcement policies. Generally, these lots are free and available for the adjacent businesses but do not permit "walk-off parking."
- Parking counts and turnover observations conducted in June 2022 show considerable time limit infractions at the 30-minute and two-hour regulated on-street parking spaces. This, combined with evidence gathered in the survey and through conversations with Town Center business owners and employees, indicates that many employees and area visitors are using on-street spaces all day.
- The lack of consistent parking enforcement makes it easy to get away with exceeding time limits, and drivers may be unaware of other parking options in Town Center.

Actions	Primary Reasoning
Update existing wayfinding and regulatory signage to describe parking permissions in garages and lots.	
Provide simple and easy-to-find information on the City website about parking maps, time-limit location details, enforcement hours, shared parking options, and other parking regulations.	Highly visible and consistent signage helps advertise parking space availability and locations. Town Center visitors can find convenient parking near their destinations, which reduces cruising and needless circulation, improving the efficiency of parking use.
Add parking-specific wayfinding signage around Town Center to help direct drivers to available on- and off-street public parking spaces.	
Add highly visible and consistent signage at and near shared-use lots and garages to help drivers find available public parking at privately owned facilities.	MICC 19.11.130(B)(2) requires the placement of on-site parking information signage for any parking locations available to the public; this strategy goes further to recommend that off-site directional signage be considered.
Explore opportunities for installing automatic occupancy signs that display "Available" / "Full", etc., at parking garages and lots.	
Consider a comprehensive wayfinding evaluation for Town Center and neighboring areas.	The City and parking garage/lot owners/operators all use different signage for wayfinding and parking options in and around Town Center. This inconsistency impacts visitors' ability to navigate Town Center efficiently.

## 2b. Promote agreements for public use of existing underutilized private parking.

### Current Conditions

- During peak parking utilization observed at 12 pm on Wednesday, June 8, 2022, 1,218 off-street spaces in privately owned parking lots were unused. At the same time, some nearby on-street public parking locations were at or beyond 85% utilization.
- MICC 19.11.130(B)(5) requires that all commercial retail parking built in new development of three stories or higher shall be made available for free public parking. Property owners may require that drivers patronize at least one business in the development but cannot prohibit them from leaving the premises, and the parking must be available for no less than two hours. No new development in Town Center has come online since these regulations were adopted in 2016.
- The City has established several Public-Use agreements in privately owned parking garages (see Appendix D for additional details about locations and number of spaces). Some of these agreements were negotiated as development conditions of new construction projects, while others were arranged to provide public parking in existing private lots and garages as a condition of granting a change of use or other development addition. All the parking under these agreements is free for two or three hours depending on the garage.
- The availability of public parking in these garages is not widely advertised; typically, a user must read the fine-print regulatory signs posted inside each garage. The exact rules and time limits for each shared garage vary, making it even more confusing for users to know about availability.

Actions	Primary Reasoning
Establish criteria and a process for implementing new Public-Use agreements to use underutilized parking in privately owned parking lots and garages, including identifying a funding mechanism for compensating private property owners for use of parking spaces.	Public-Use agreements would give the City flexibility to seek publicly available parking where it is most needed and an opportunity to give property owners opportunity to monetize a valuable by underutilized asset.
Identify preferred locations for establishing Public-Use agreements for parking. Consider locations where public parking use exceeds a threshold of 85% and nearby off-street private lots show consistent availability first.	Valuable on-street parking is the most visible and accessible parking option when entering Town Center and should be preserved for customer and short-term use. Pursuing options for long-term, off-street parking agreements can accommodate employee and commuter parking needs for eight or more hours per day. This can help free up valuable on-street parking for customer and short-term visitor use.
Work with property owners to implement new Public-Use agreements for Town Center patrons, employees, and other visitors to use underutilized, off-street public parking.	Helps balance available supply to meet parking demands in heavily congested areas without any party needing to invest in costly new parking lots and garages.
If new Public-Use agreements are implemented, conduct parking use/demand counts of those off-street lots during peak hours (e.g. after morning rush hour).	Will help the City evaluate the use and effectiveness of this parking program and inform future changes.



## Strategy #3: Expand travel mode choices through programs and infrastructure investments.

These recommendations will help put Town Center on course to achieve a sustainable parking supply that both meets the needs of drivers and actively and safely supports other modes of travel, such as walking, biking, e-biking, and riding transit. Strategies seek to improve Town Center mobility to be:

- More convenient and safer for people traveling by any mode.
- Supportive of active, mixed uses, including more businesses and housing options, that can easily be reached by walking, biking, and other mobility devices.
- Balanced so that streets and parking are less physically intrusive and do not dominate.
- Connected to regional trail networks for pedestrian and bike/wheeled users.

Table 4 outlines Strategy #3 recommendations.

**Table 4 Recommendations to Expand Travel Mode Choices through Programs and Infrastructure Investments**

Recommendations	
3a	Add bicycle parking.
3b	Study options to allow more flexibility related to parking requirements for new businesses.
3c	Implement a proactive Transportation Demand Management Program for new development.
3d	Study options to reconfigure some Town Center streets with considerations for adding parking and loading, improving walking and bicycling facilities, improving wayfinding and access, and ensuring area streets are calm and safe for all users.
3e	Create more community gathering spaces.

### 3a. Add bicycle parking.

#### Current Condition

- Bicycle parking exists throughout Town Center, including “coat hanger” bicycle racks along SE 27<sup>th</sup> Street and 78<sup>th</sup> Avenue SE; secure lockers and “coat hanger” racks at the Mercer Island Park & Ride on North Mercer Way; racks at the corner of 78<sup>th</sup> Ave SE and SE 32<sup>nd</sup> Street to serve Mercerdale Park; and racks provided by businesses in parking lots or near entry doors. Other streets, such as 77<sup>th</sup> Avenue SE, which is a designated bikeway, have no or very little bicycle parking.
- As part of new station construction for incoming light rail, Sound Transit has built a secure bicycle cage for 32 bikes at the west end of the rail station and added 8-10 secure bicycle lockers along with 6-12 “staple” style public style bicycle racks. These are expected to be usable once rail service begins.
- Though current bicycle parking supply in total may be sufficient, it is poorly distributed and often lacking near key destinations such as busy commercial and residential areas.
- MICC 10.70.080 describes the Commute Reduction Program, which identifies adding bicycle parking as a supporting strategy to reduce vehicle miles traveled and drive-alone trips.
- MICC 19.11 Town Center Development and Design Standards describes discretionary review processes in which bicycle parking may be made a required approval condition.

Actions	Primary Reasoning
Explore different methods to install more public bicycle parking in Town Center for pedal and e-bikes. Distribute bicycle parking around Town Center so that it is available and findable adjacent to all destinations.	Just as vehicle parkers want available, proximate, safe, findable parking, so too do bicycle parkers. Installing bicycle parking throughout Town Center represents an investment in and commitment to this mode of travel. People are more likely to choose bicycling if there are high-quality bike parking facilities at their destinations.
Identify locations that may be suitable for parking bikeshare program bicycles.	The City may implement bike sharing in the future. Docks frequently are installed in place of on-street vehicle parking or in the sidewalk zone, which requires planning by the City to balance bicycle parking with pedestrian and parking needs.
Identify locations that may be suitable for e-bike parking and charging.	
Consider updating bicycle parking requirements in City code to ensure more bicycle racks and storage spaces are included in future projects.	
Monitor bicycle parking usage to inform future relocations and installations.	

### 3b. Study options to allow more flexibility related to parking requirements for new businesses.

#### Current Conditions

- MICC 19.11.130 requires lower quantities of parking in Town Center than required in other Mercer Island zones.
- Up to 50% of required parking may be supplied through a Shared Parking Agreement between two or more establishments. A traffic study must be conducted by a professional traffic engineer, and shared parking locations must be in proximity of each use (within 1,320 feet). The agreement must be executed by all impacted parties and recorded as a covenant or contract with King County.
- MICC 19.11.130 currently identifies the following ranges for number of parking stalls for specific uses in Town Center:
  - Residential: 1.0-1.4 parking spaces per unit
  - General retail: 2-3 parking spaces per 1,000 sf
  - Restaurant: 5-10 parking spaces per 1,000 sf

Actions	Primary Reasoning
Study options to modify the parking requirements for new Town Center development. Consider the types of development that may have a reduced requirement and how that parking demand could be accommodated in nearby facilities.	Requiring a building or land use to provide all its own parking on-site may lead to an oversupply of private parking in Town Center that sits empty and unavailable for public use when not in use by private businesses.
Study options to increase the permissible amount of required parking to be provided via a shared parking agreement from 50% to 100%.	In small-town environments like Town Center, requiring all parking to be provided on-site is typically incompatible with other downtown goals like walkability and encouraging non-auto ways of travel. Sharing parking allows for more efficient, flexible, and cost-conscious parking supply. It avoids mandating excess parking construction when nearby existing spaces are available, thus reducing the cost and physical impact of providing superfluous parking.

### 3c. Implement a proactive Transportation Demand Management Program for new development.

#### Current Conditions

- The Transportation Element of the 2016 Mercer Island Comprehensive Plan encourages use of Transportation Demand Management (TDM) tactics including carpools, alternative work hours, bicycle parking, transit pass subsidy, pedestrian, and bicycle improvements, and providing educational materials about transportation.
- However, TDM as described in the Comprehensive Pan is a voluntary undertaking. TDM is only required in MICC 19.20.050(C)2 as a mitigation method if a development project fails transportation concurrency, which is a measure of the impact to congestion and performance of net new trips at a development on adjacent and nearby roadway infrastructure.

#### What is Transportation Demand Management – An Explainer

- TDM programs provide and seek to build user uptake of broader transportation options and encourage/incentivize people to shift to non-drive-alone travel. TDM can include trip shifting tactics to switch people to biking, walking, and riding transit and can also include trip reduction tactics such as telework and compressed work weeks.
- TDM is also a principle used to guide long-term decisions about how to build communities. This includes factoring in transportation demand reductions that are potentially achievable through more transit- and walking-oriented development, complete street designs, and integrated corridor management.
- See Appendix D for a list of commonly used TDM strategies that could be considered for future Town Center developments

Actions	Primary Reasoning
Explore options and impacts for allowing and encouraging development project applicants to submit a proactive TDM plan outlining steps to reduce vehicle trips and subsequent parking demand and/or spread those trips across larger time frames as a means of reducing peak roadway demands.	The City already has a provision for accepting TDM programs as a mitigation method if a development project fails transportation concurrency. This recommendation goes farther to encourage proactive TDM planning that could help the City achieve overall goals for improving mobility in Town Center.
If new TDM plans are implemented, collaborate with TDM sponsors to conduct two-year observation period to evaluate whether trip reduction is achieved.	Will inform whether future TDM programs and other transportation facility investments are needed

### 3d. Study options to reconfigure some Town Center streets with considerations for adding parking and loading, improving walking and bicycling facilities, improving wayfinding and access, and making area streets calmer and safer for all users.

#### Current Conditions

Two Town Center streets emerged as candidates to consider for reconfiguration, potentially with the impact of adding on-street parking, bicycle lanes, loading zones, and/or other facilities: 77<sup>th</sup> Avenue SE and SE 27<sup>th</sup> Street. See Appendix D for proposed reconfigurations that could be further studied by the City.’

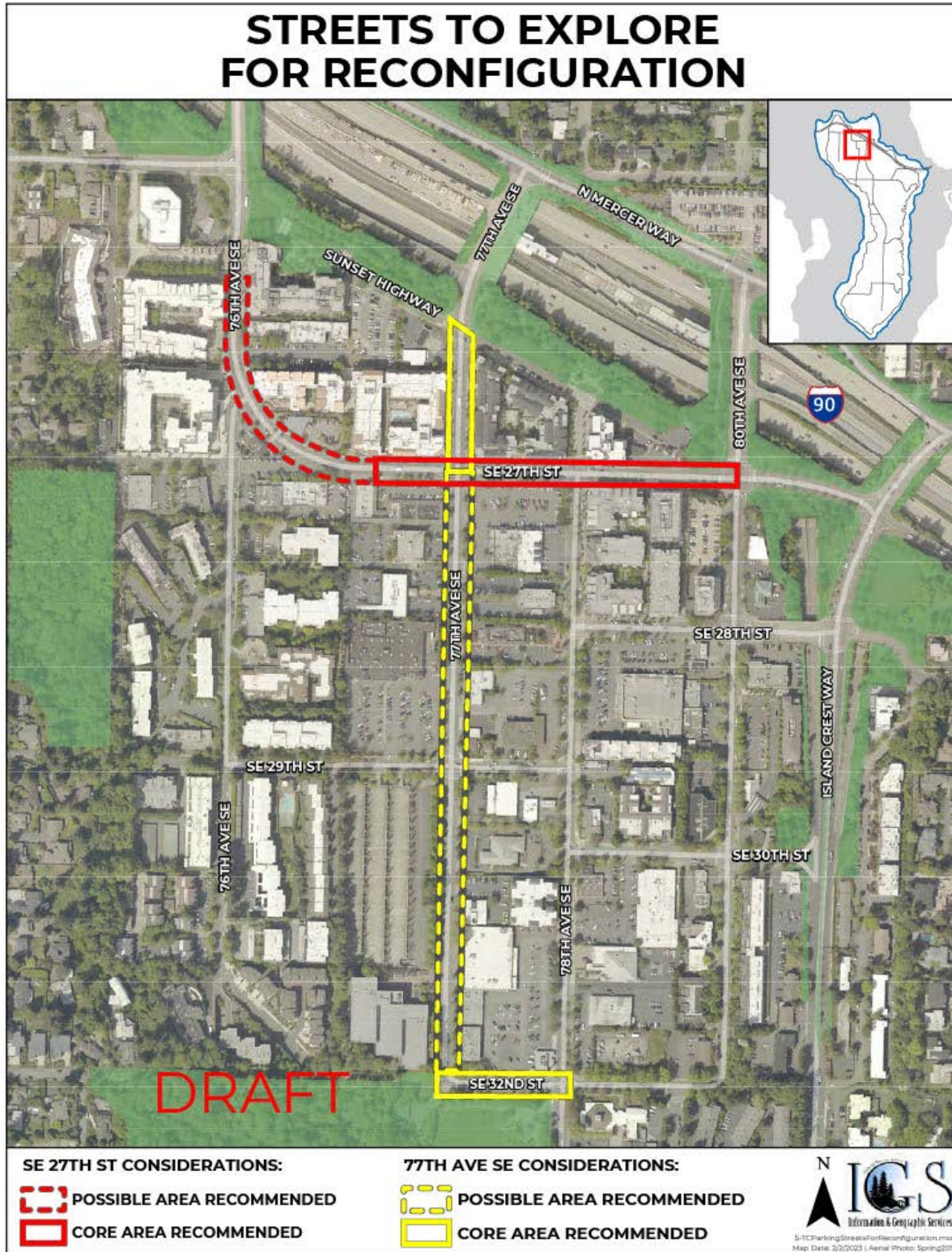
- **77th Avenue SE** is a key north-south street providing access from North Mercer Way to Mercedale Park with three travel lanes, including a center turn lane. While there are unprotected bike lanes there are no on-street parking spaces. Deliveries and loading often performed from vehicles parked in center turn lane. Community members provided input that street experiences high-speed traffic that imperils safe bicycle riding and makes walking nearby often unpleasant. Capital project to consider: Channelization Upgrades from SE 32<sup>nd</sup> Street to North Mercer Way (2026)
- **SE 27<sup>th</sup> Street** is a secondary arterial east-west connection street at the north end of Town Center with three travel lanes, including a center turn lane. There are no on-street parking spaces nor bike lanes. Deliveries and loading often performed from vehicles parked in center turn lane. Community members provided input that street experiences high-speed traffic and unsafe pedestrian conditions that are unsuitable for a “main street” in the Town Center core. Capital project to consider: Overlay from 76<sup>th</sup> Avenue SE to 80<sup>th</sup> Avenue SE (2024) and SE 27th Street Realignment Study.

Actions	Primary Reasoning
On 77th Avenue SE, study options to remove the center turn lane fully or partially and add on-street parking in the northbound direction.	Both actions would increase the on-street parking supply and promote greater access to those who walk and bike by providing safe infrastructure and street calming, as a new lane new lane of parked cars can help narrow the remaining vehicle travel lanes and reduce driving speeds. 77 <sup>th</sup> Avenue SE can become a more bicycle and pedestrian supportive street that serves mobility needs, adds on-street parking near a commercial growth area, clarifies turn movements, and provides loading zones.
On SE 27th Street, study options to fully or partially remove the center turn lane and add on-street parking, loading zones, ADA parking, bicycle corrals, and other curbside uses as appropriate.	SE 27 <sup>th</sup> Street can become a more “main street” feeling corridor that balances throughput, parking, and business & residential access. The reconfiguration options would explore ways to calm traffic, making other modes of travel safer and for people driving to see their destinations and available parking easier (due to slower travel speeds).

A map of proposed street sections to explore for reconfiguration is provided in Figure 9.



Figure 9. Proposed Streets to Explore for Reconfiguration



### 3e. Create more community gathering spaces.

#### Current Conditions

- Town Center contains both formal and informal gathering spaces, such as sidewalk dining areas, parking spaces converted to “street seats,” and expanded sidewalk zones.
- During the pandemic, the City created flexibility to allow businesses to expand outdoor dining into public parking and right-of-way, which has been successful and revealed interest in exploring other opportunities to create outdoor gathering in these types of areas where appropriate.
- Previous streetscape redesigns, such as 78<sup>th</sup> Avenue SE with new wider sidewalks, on-street parking pockets, curb extensions, and improved median landscaping, have created plaza-like spaces in some areas of Town Center.

Actions	Primary Reasoning
Study opportunities to convert some parking stalls into quick-to-implement street seats and other uses.	Outdoor gathering spaces are centrally important to creating destinations and social connections as well as improving walkability in Town Center. They may also improve street safety by reducing lane widths and other road engineering features that typically promote high speeds.
Consider opportunities for more formal, constructed gathering spaces.	Signals that cars are not the primary focus everywhere in Town Center; rather, other modes of travel and prioritization of community connection are more important for select areas.
Consider a future, more ambitious approach to fully or partially close certain streets to vehicle access and turn them over to walking, biking, seating, vending, and other public space uses.	Operationally, street closures can help simplify circulation networks, directing cars onto vehicle-oriented streets and reducing traffic delay caused by searching for parking in high-congestion locations.

# E Implementation

The recommendations outlined in this report are intended to work together to achieve the goals of the Town Center parking system. This section includes an implementation matrix with timing, resource needs, and other considerations for each recommendation. Implementation should be coordinated across City departments and integrated into future work plans/coordinated with other study, design, and construction projects in the Town Center when possible. Additionally, the City may consider the following activities to monitor the ongoing success of programs:

- Conduct traffic counts before and after implementing recommendations of this parking study. Consider including counts of pedestrians and bicycles to observe travel mode choices over time.
- Incorporate questions about parking availability, travel practices, feelings about recommendations that have been implemented, parking fees (if applicable), etc., in future community-wide surveys to collect regular feedback from Mercer Island residents.



## Town Center Parking System – Implementation Matrix

Strategy	Recommendation		Anticipated Investment	Timing	Implementation Considerations
Manage the on-street public parking supply.	1a	Implement additional enforcement of Town Center’s on-street parking regulations, including education and marketing campaigns.	\$\$	1-3 years	<b>Enhance existing programs</b> – Mercer Island PD currently operates three patrol vehicles equipped with automatic license plate reader (ALPR) technology. One patrol vehicle’s ALPR system links to the City’s parking enforcement technology. Linking the other two vehicles to this enforcement system could effectively triple MIPD’s capacity to enforce Town Center parking more regularly.
	1b	Monitor the RPD and Town Center Parking permit programs. Modify them as needed to prepare for future parking impacts caused by increases in commuter traffic and the opening of the East Link Extension.	\$\$	1-3 years	<b>Coordinate efforts</b> – Permit holders who regularly park in the on-street parking spaces designated for these permit programs may need to adjust their parking behavior, including potentially finding other locations to park and changing their arrival time. Communications about program changes could be coordinated with other marketing and outreach related to Town Center parking (e.g. messaging about changes to parking time limits) as appropriate.
	1c	Revise on-street parking time limits to be consistent throughout Town Center.	\$\$	1-3 years	<b>Coordinate efforts</b> – This action requires resources to educate the public about new parking regulations, evaluate the effectiveness, and monitor impacts such as displacement of daylong parkers or spill over into other parking areas. These efforts could be coordinated with other actions for efficient implementation.
	1d	Create additional 30-minute loading and 3- and 10-minute pickup/drop-off spaces on-street.	\$	1-3 years	<b>Coordinate efforts</b> – Short-term loading zones require consistent enforcement to ensure time-limit compliance and use only by those actively performing deliveries, loading, etc. This enforcement could be coordinated with other proposed enforcement activities.
	1e	Add more ADA parking on-street.	\$\$\$	1-6 years	<b>As-needed</b> – Installing new ADA spaces may reduce the number of non-ADA, on-street parking spaces and will require repurposing some portions of sidewalk for clearance zones and ramps. There are no national or local standards for quantity of on-street ADA parking spaces, so consider input from potential ADA parking users, residential building managers, business owners, and commercial property owners/managers before adding new supply.
	1f	Consider paid parking in Town Center and deploy technology to create easier use and enforcement.	\$\$	7-10 years	<b>As-needed</b> – Supply management actions are intended to build upon each other, and earlier actions may alleviate the need to take more drastic measures, such as implementing paid parking. However, this is a proven solution in changing parking user behavior.
Improve the convenience and efficient supply of parking.	2a	Improve awareness of and navigation to Town Center’s range of parking options.	\$\$	1-3 years	<b>Enhance existing programs</b> – The City partially implemented a signage strategy using Port of Seattle funding in 2018/2019 and could build upon this existing work to improve wayfinding in and around Town Center.
	2b	Promote agreements for public use of currently underutilized private parking.	\$\$\$	4-6 years	<b>As-needed</b> – Parking agreements can be time-consuming to negotiate, and private parking owners understandably have concerns about liability, compensation, enforcement, and ensuring parking supply for their direct customer base. These agreements will also require some financial compensation for use of shared spaces, but the cost of doing so is typically significantly lower than the cost to construct and maintain new parking spaces.

Town Center Parking System – Implementation Matrix

Expand travel mode choices through programs and infrastructure investments.	3a	Add bicycle parking.	\$	1-3 years	<b>Pilot program opportunity</b> – The City has unused bicycle racks that can be quickly deployed in various locations and monitored for use to inform future permanent infrastructure decisions.
	3b	Study options to allow more flexibility related to parking requirements for new businesses.	\$	4-6 years	<b>Code update required</b> – This likely requires a labor-intensive, time-consuming code update as well as other analysis, such as conducting a development pipeline parking study and monitoring state legislation that may prohibit imposing parking minimums in the future.
	3c	Implement a proactive Transportation Demand Management Program for new development.	\$\$	4-6 years	<b>As-needed</b> – TDM programs require staff time to review, administer, and monitor, and Town Center may not have a critical mass of larger employers with whom significant impacts can be made through a TDM program.
	3d	Study options to reconfigure some Town Center streets with considerations for adding parking and loading, improving walking and bicycling facilities, improving wayfinding and access, and ensuring area streets are calm and safe for all users.	\$\$\$	7-10 years	<b>Coordinate efforts</b> – This work could integrate into other studies and/or capital projects planned for Town Center.
	3e	Create more community gathering spaces.	\$\$	7-10 years	<b>Pilot program opportunity</b> – The City saw success with temporary outdoor dining and other informal gathering spaces during the COVID-19 pandemic and could build on those pilot efforts to gather additional data to inform decisions to build formal gathering spaces.

\$ = Action will require minimal new investment beyond existing staff, programs, technology capabilities, etc.  
\$\$ = Action will require moderate new investment beyond existing staff, programs, technology capabilities, etc.  
\$\$\$ = Action will require significant new investment beyond existing staff, programs, technology capabilities, etc.

## Appendices List

- A. Community Engagement Plan
- B. Detailed Community Engagement Findings
- C. Background Studies and Current Programs Review
- D. Mercer Island Park and Ride User Surveys (2014, 2015)

# Appendix A. Community Engagement Plan

Community engagement—and more specifically, community collaboration—is tantamount to our work on an effective, equitable, and implementable City of Mercer Island Town Center Parking Study. The purpose of this Engagement Plan is to detail the specifics of this collaboration effort, including:

- The framework and guiding principles for our engagement strategy
- How decisions made as part of this work will affect the Mercer Island community
- How our engagement strategy will coordinate with other engagement efforts undertaken by the City
- How our engagement strategy will seek to equitably include and collaborate with typically underrepresented groups
- Key collaboration partners, their roles for the project, and how each will be engaged
- How we will measure the success of our engagement strategy

## Engagement Strategy Framework

The Engagement Strategy will focus on the following key tenets:

- **Building Understanding and Awareness:** Craft a singular message about the project scope, purpose, and objectives, and sharing that message broadly and transparently with the public.
- **Creating a Shared Vision of Success:** Work with City staff and key stakeholders—such as decision-making bodies, the business community, and residents—to create a collective vision of what success for this project will look like and feel like.
- **Leveraging Existing Community Engagement Successes:** Build upon existing mediums where the Mercer Island community is comfortable sharing input—such as the Let’s Talk Mercer Island project page (“Let’s Talk”)—and closely coordinate with concurrent and ongoing community engagement efforts.
- **Offering Layered Options:** Acknowledge that different members of the Mercer Island community have different levels of interest, time, and ability to participate in the engagement process. Offer layered and multi-faceted opportunities so that everyone can have an equitable voice in project outcomes.

## Community Impact

Changes to parking, access, and the curb in Town Center will impact the entire Mercer Island community to varying degrees in the following ways:

- Impacts on the ability of Mercer Island community members, including residents, customers, business and property owners, and employees, to access their destinations using their desired mode of transportation.
- Impacts on the ability of Mercer Island community members, including residents, customers, business and property owners, and employees, to use the curb for their needs, such as conducting business, making or receiving a delivery, traveling from place to place, or recreating.
- The short-term and long-term identity, economic health, and vibrancy of Town Center.
- Environmental impacts and opportunities created by, or influenced by, decisions about the parking and mobility system and how options are priced and treated in the right-of-way.

Beyond these community-wide impacts, we anticipate that the following groups will be most significantly impacted by the decisions, recommendations, and actions included in the Town Center Parking Study:

- **Employers and Commercial Space Owners/Operators:** Employers and commercial space owners/operators may have a significant interest in how parking, access, and curb management will influence the transportation decisions of their employees and tenants, and the convenience of the community in the eyes of potential hires and tenants.

- **Service Business Owners and Operators:** Retail and restaurant business owners and operators may have a significant interest in how parking, access, and curb management will influence the transportation decisions of their customers, and how their customers may view the convenience and affordability of the Mercer Island community as a service destination.
- **Town Center Residents:** Residents of Town Center may have a significant interest in how parking, access, and curb management will influence their transportation options and how they access their homes.

## Relationship With Other Ongoing Engagement Efforts

Planning efforts concurrently undertaken by the City with public engagement efforts that are related to and/or have bearing on the Town Center Parking Study include the Comprehensive Plan Periodic Update, the Transportation Improvement Program (TIP) 2022, and the Climate Action Plan.

- **Comprehensive Plan Periodic Update:** The approved public participation plan for the Comprehensive Plan Periodic Update focuses public input on economic development and housing impacts and vision. Possible links to the Town Center Parking Study might include identified parking, access, and mobility elements to, in, around, or through Town Center that impact economic vitality or housing affordability and availability.
- **Transportation Improvement Program (TIP) 2022:** Public participation during the 2022 TIP focuses on comments and ideas on possible transportation infrastructure improvements. Possible links to the Town Center Parking Study might include comments on parking, connectivity, and overall access to, in, around, or through Town Center.
- **Climate Action Plan:** Future community collaboration on the Climate Action Plan will focus on feedback and support of possible strategies to meet greenhouse gas emissions reduction targets. Possible links to the Town Center Parking Study might include climate action steps that focus on transportation demand management and reduction of emissions from single-occupancy vehicles. Of note, much of the comments from community members in the initial Community Kickoff Event (held in December 2021) focused on transportation options.

Specific action steps to align engagement related to the Town Center Parking Study with these concurrent and related planning efforts include:

- **Links on Let's Talk Mercer Island Project Page:** Work with City staff and project leaders to connect the Town Center Parking Study project page with related project pages through live links, quick polls, and other activities/integrations as appropriate.
- **Engagement Modules:** Work with City staff and project leaders to deploy Town Center Parking Study engagement modules at community meetings dedicated to these interrelated projects as appropriate.

## Key Engagement Partners

We have developed a unique engagement strategy for each collaboration partner, outlined below.

### City Staff

#### *ROLE AND FEEDBACK FOCUS*

City staff representing multiple departments will serve as the primary technical advisors for information-gathering, strategy development, alternatives analysis, and ultimate alternative selection. Primarily, their insight and feedback will:

- Ensure that appropriate and meaningful data is collected and assessed.
- Assist in crafting appropriate, focused, and contextual messaging to other collaboration partners.
- Spearhead coordination and alignment with other key City projects.
- Help the project team understand the comprehensive impacts of decisions across all City departments and staff levels.

## MEMBERSHIP

The core City staff team includes the following members (subject to change based on staff turnover or changes to project scope and direction):

- Jessi Bon, City Manager
- Sarah Bluvas, Economic Development Coordinator
- Jason Kintner, Chief of Operations
- Jeff Thomas, Interim Director, Community Planning and Development
- Matt Mornick, Director, Finance
- Mike Seifert, Operations Commander, Police Department

## MEETINGS AND METHODS OF ENGAGEMENT

Targeted web-based meetings are the primary method of engagement for this constituency. Meetings will be scheduled over the course of the project to discuss findings, recommendations, and next steps at each critical juncture.

## Heavily Impacted Community Groups and Members

### ROLE AND FEEDBACK FOCUS

The voices of community groups and individual members most significantly impacted by the study's outcomes—such as the Town Center business community, resident groups, transportation and mobility advocacy and policy groups, and others—will be elevated through targeted outreach. The goals of this targeted outreach are to:

- Create opportunity for the voices of organizations and constituencies with a close relationship to Town Center to be heard and centered.
- Help to expand the reach of the engagement process by engaging with their constituents and contacts.
- Evaluate the prospective acceptance of various strategies and decisions.
- Build champions of the project and help to create broad support.

## MEMBERSHIP

Membership in this group is not exclusive; however, outreach will be targeted as described above.

## MEETINGS AND METHODS OF ENGAGEMENT

Project Launch, Updates and Opportunities for Input:

We will build three e-mail/social media blasts at key project milestones, summarizing progress and ways to share input on Let's Talk. Let's Talk content will be updated at these three intervals.

- Project Announcement: Project one-pager, description of goals and objectives, and information-building and vision-building polling questions, idea generation, and mapping activity on Let's Talk.
- Direction-Building: Update on project progress with new direction-building activities on Let's Talk.
- Consensus-Building: Update on project progress and announcement about project adoption and how to show support, as well as consensus-building and excitement-building polls and ideas generation on Let's Talk.

Virtual Focus Groups:

Two virtual meetings held in Summer 2022 with an open invitation but targeted towards the key groups referenced above. Meeting content will include a project overview and several activities to provide direction-building feedback.

## Community-At-Large

### ROLE AND FEEDBACK FOCUS

The community-at-large will be our guiding voice throughout the project, offering diverse and multiple perspectives on their experience with the parking and mobility system and its programs, their acceptance of various strategies and opportunities, and their predictions for how certain changes would influence their own transportation choices. Primarily, their insight and feedback will:

- Build a broad understanding of system challenges, opportunities, and likely outcomes.
- Share their personal acceptance of and reactions to various strategies and decisions.
- Help to generate increased engagement and collaboration through social media, word of mouth, and other organic methods.

#### *MEMBERSHIP*

For the purposes of this project, the definition of “community-at-large” is inclusive of any person who engages with the Town Center parking and mobility system in any way, even indirectly.

#### *METHODS OF ENGAGEMENT*

Our engagement plan for this collaboration partner includes multiple opportunities to learn about the project, learn about parking and mobility in general, and provide feedback, including both ongoing 24/7 options and scheduled events.

- Project Awareness: Development and issuance of a Project One-Pager with a clear and concise description of project scope, objectives, impacts, and opportunities for collaboration through City website, Let’s Talk, social media channels, and other mediums as appropriate, such as at City Hall, the Mercer Island Library, and Town Center businesses.
- Let’s Talk Engagement: Quick polls, comment threads, and mapping activities on Let’s Talk .
- Engagement Modules: A series of simple, interactive 15- and 30-minute virtual engagement modules using our Mural and Mentimeter platforms to gather feedback from integral community groups as determined by the City, such as the Chamber of Commerce, Neighbors in Motion, and others. We will create training materials on these modules for City staff, and present at up to three (3) meetings or sessions.

### City Leadership

#### *ROLE AND FEEDBACK FOCUS*

The role of City leadership is to make decisions at key milestone points over the duration of the project, using the technical analysis of the project team and the input of our core collaboration partners to guide them. Their insight, feedback, and direction will also:

- Align project outcomes with broader community goals, objectives, policies, and constraints.
- Represent the broad, future-forward interests of the Mercer Island community.

#### *MEMBERSHIP*

The Mercer Island City Council will serve as the primary decision-making body involved in the project. Other bodies, such as the Planning Commission and Design Commission, may be included at various intervals over the project’s duration.

#### *MEETINGS AND METHODS OF ENGAGEMENT*

Targeted web-based meetings/work sessions are the primary method of engagement for this constituency. The following meetings are scheduled over the duration of the project (where dates are tentative, only the month is listed):

July 2022: City Council work session to discuss key findings from to-date analysis and community engagement, and workshop initial recommendations.

October 2022: Presentation to City Council focused on final recommendations and discussion of implementation and action steps.

## Measuring Success

A successful engagement plan is essential to effective, community-supported, and sustainable strategies for parking, access, and mobility in Town Center. Throughout the project duration, we must be able to draw a clear line between the input we collect from our collaboration partners and the strategies developed and decisions made. Our engagement efforts will be evaluated on an ongoing basis in the following ways:

- **Alignment of feedback with stated purpose of engagement:** We will compare contributions from our collaboration partners with the stated purpose of engagement for each constituency. If a lack of alignment is noted, we will add new engagement methods, reach out to new collaborators, or offer different prompts for participants to generate additional feedback and input. For example, if the community is heavily focused on traffic and congestion, we will tailor prompts to focus more on permit parking experiences, paid parking experiences, or mobility experiences using modes outside of the single-occupancy vehicle.
- **Analytics:** Walker will work with City staff to evaluate both volume and demographics of participants in online opportunities for engagement monthly and develop recommendations for improving participation intensity and equity if needed.

Evaluations in these areas will be regularly discussed with the project management team, comprising both consultant staff and core City staff.

## Project Closeout

When the project is finished, collaborators must have a clear understanding of how their efforts shaped outcomes. They should also have time and space to reflect on the process and help improve and tailor future engagement processes. We will conduct the following actions at and as part of project close out:

- **Final Report Language:** The final report will not only include a section summarizing public input but also include call-outs throughout the document drawing the connections between recommendations and strategies chosen and the input supporting those recommendations and strategies. In this way, readers who participated in the process can visualize the impact of their voices on the final decisions.
- **Post-Project Thank you and Survey:** We will reach out to collaborators to thank them for their time and energy. We will also develop a short (3-5 question) survey asking participants to share their opinion of the engagement process and offer suggestions for improvement.



# Appendix B. Detailed Community Engagement Findings

## Introduction

This appendix provides a detailed compilation of feedback from the community in response to engagement efforts for the Town Center Parking Study. It documents all comments provided on the Let's Talk Mercer Island ("Let's Talk") project page, mapping activity inputs, and parking survey responses, as well as aggregated responses from questions posed to focus group participants during the virtual engagement modules. It also includes relevant responses from the Economic Development Vision Survey conducted by the City of Mercer Island ("City") in July of 2022.

Several outreach channels were used to garner participation in these community engagement activities, including:

- MI Weekly e-newsletter (2,400+ subscribers)
- Mercer Island Businesses e-mail list (850+ contacts)
- Via partner channels (Mercer Island Chamber of Commerce, Mercer Island Rotary Club, etc.)
- Targeted outreach to Town Center business owners, property owners/managers, residents, parking permit holders, and others

## Community Engagement Key Findings

### Let's Talk Project Page

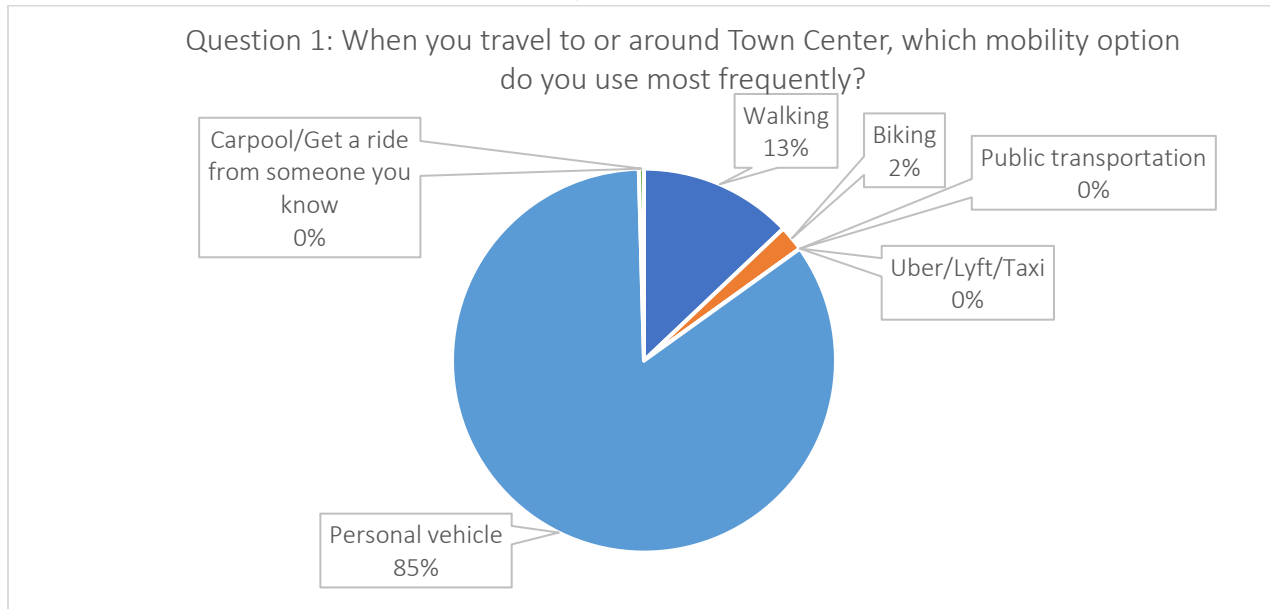
The City created a Town Center Parking Study project page explaining the project objectives and encouraging community members to share their experiences and ideas to help shape project recommendations. The page included a brief survey, mapping activities, and space to provide open-ended comments.

### Online Survey Responses

The online survey asked questions about travel behavior, decision-making, parking management goals, and right-of-way priorities. There were 232 responses in total.

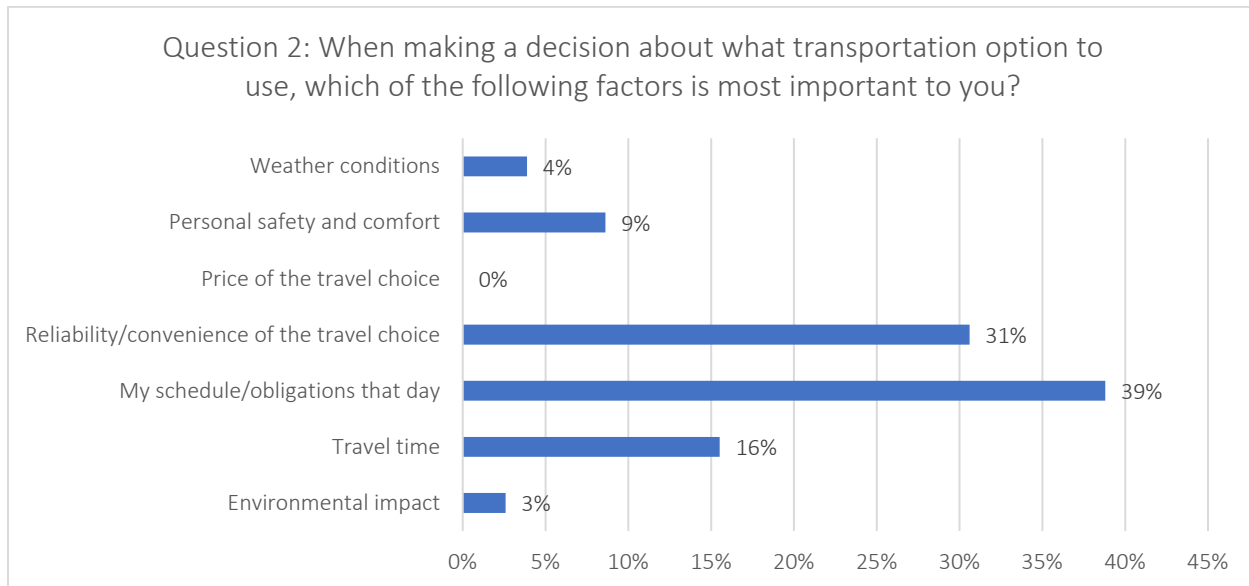
When asked which mobility option they used most frequently, 85% of respondents indicated that they most frequently travel by personal vehicle (see Figure 1). The second most common answers were walking and biking, with 13% and 2% of responses, respectively.

FIGURE 1: MOBILITY OPTIONS USED MOST FREQUENTLY



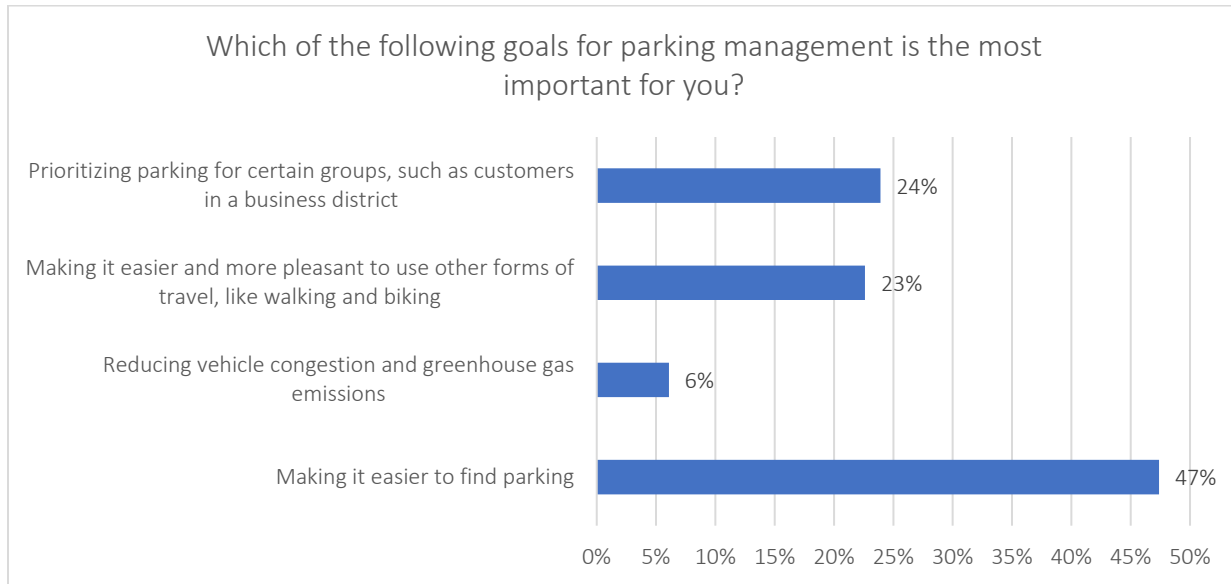
When asked about which factor most influenced their transportation choices, the most common response was “my schedule/obligations that day,” which was selected by 39% of respondents. Closely related were the second and third most popular answers, “reliability/convenience of the travel choice” and “travel time” with 31% and 16% of responses, respectively (see Figure 2). Combining these results with the responses to the previous question suggests that most respondents currently see driving a personal vehicle to be the most reliable or fastest way to travel on Mercer Island.

FIGURE 2: FACTORS INFLUENCING TRANSPORTATION CHOICES



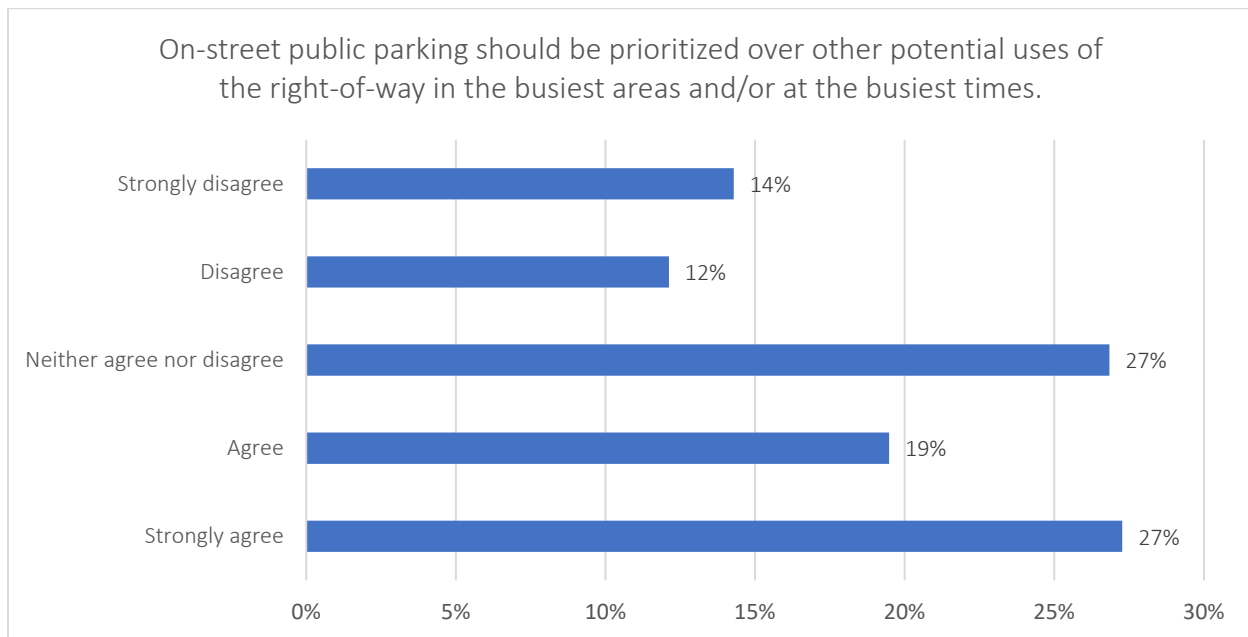
Next, respondents were asked which goal for parking management was most important to them. The most common response was “making it easier to find parking” with 47% of respondents selecting this choice (see Figure 3). 24% of respondents were interested in prioritizing parking for certain groups, 23% were interested in supporting other modes of travel, and 6% prioritized reducing vehicle congestion and greenhouse gas emissions.

FIGURE 3: PARKING MANAGEMENT PRIORITIES



The final question asked participants to consider whether on-street parking should be prioritized over other potential uses of the right-of-way in the busiest areas and/or the busiest times. Participants were divided in their responses, with 27% strongly agreeing, 19% agreeing, 27% neither agreeing or disagreeing, 12% disagreeing, and 14% strongly disagreeing (see Figure 4).

FIGURE 4: OPINIONS ON PRIORITIZING PARKING IN THE RIGHT-OF-WAY



## Mapping Activity Inputs

The mapping activity on the webpage allowed community members to provide comments on specific streets or areas of Mercer Island. Participants could explain what was working well, indicate areas in need of improvement, and suggest new ideas. Community members provided 32 unique notations related to access and parking. Figure 5 on the next page shows some of the mapping input locations, each of which also included a comment providing additional detail.

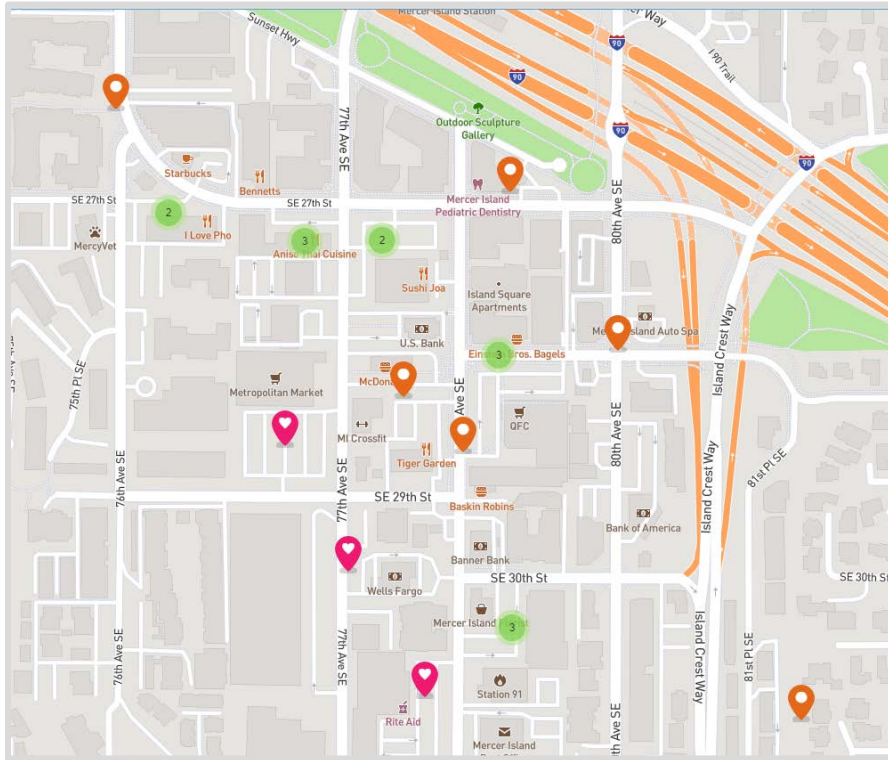
Many of the comments addressed the need for bicycle and pedestrian infrastructure:

- Input mentioning the need for pedestrian infrastructure:
  - Between downtown and North End neighborhoods east of Island Crest Way
- Input mentioning the need for bike racks:
  - At Mercerdale Park, to promote biking to the farmers market
- Inputs mentioning the need for bike lanes:
  - Island Crest Way/78<sup>th</sup> Street: Bike lanes, walking paths and streetlights are needed from here all the way to the town center. Think of paths like a “Sunriver vibe”... bike to dinner, bike to the farmers market, bike to concerts, etc. e-Bike from this location to the park and ride and take the train to work. We need safe travel paths and street lighting from the south end to the north.
  - Island Crest Way/42<sup>nd</sup> Street – Needs bike lanes
  - 40<sup>th</sup> Street – Needs designated bike lanes
  - 78<sup>th</sup> Ave – Needs bike lanes or infrastructure improvements (2)
  - 27<sup>th</sup> St – safe bike lanes
  - 28<sup>th</sup> – lanes needed to connect N-S bike route with city center/light rail
  - 80<sup>th</sup> – lanes needed to connect N-S bike route with city center/light rail
  - 77<sup>th</sup> bike lanes are important for N-S travel and light rail access

Other commenters addressed the parking supply, noting areas with plentiful parking, areas with insufficient parking, and areas where parking spaces were considered too narrow:

- Inputs noting plentiful parking:
  - Near Rite Aid
  - In the South End
  - Met Market
  - Einstein Bagels (1 convenient, 1 not enough parking at location)
  - Walgreens and True Value
- Inputs noting existing parking was too narrow:
  - Near [former] Convivial Café [now L’Experience Paris] (3)
  - Mercer Island Eyeworks Underground parking (27<sup>th</sup>/78<sup>th</sup>)
  - Starbucks/UPS/Subway (27<sup>th</sup>/77<sup>th</sup>)
  - Mioposto, Mud Bay, Vivienne’s Bistro, etc. (76th Ave SE)
- Input noting insufficient parking:
  - Park and Ride (add more spaces/make resident permits)

FIGURE 5: MAPPING ACTIVITY INPUT LOCATIONS



## Public Comments

Let's Talk also included space for open-ended comments viewable by the public. Visitors left a total of 17 comments expressing their concerns and suggesting strategies to better manage parking and provide multimodal access in Mercer Island. The comments reflected a wide diversity of opinions, but several ideas were expressed in multiple comments, including:

- Existing parking is not well used, should be shared and public
- People should be able to park once and walk around Town Center
- Paid parking could be a solution for areas of high demand
- New developments could provide public parking underground
- Major streets should have wide sidewalks and streetlights
- More parking won't create vitality
- New light rail could cause parking issues
- Maps or signage should make it clear where parking is available

The public comments are documented in full in Table 1 below.

TABLE 1: PUBLIC COMMENTS FROM LET'S TALK MERCER ISLAND PROJECT PAGE

1	Please require more parking in new apartment buildings. Please police our downtown street parking hours. Extend the two hour to 8 pm to help shops and restaurants. Require "P" signs outside of new apartments to show where public, walkoff parking is available.
2	I understand this is a complex issue and appreciate the council has taken it up, and imagine it will be part of the economic development plan, and perhaps new parking requirements for mixed-use development.  Implementing and enforcing a parking management plan is not cheap. Ideally the new license plate cameras can be used, but that takes staff time, and the plan will have to distinguish between retail parking which we want to encourage and employee/overflow residential parking we want to discourage.

	<p>However, I do think there is a good and reasonably inexpensive idea in the meantime.</p> <p>PROHIBIT PARKING ON TOWN CENTER STREETS FROM MIDNIGHT TO 5 AM.</p> <p>Instead town center parking regulations do almost the opposite, by removing any parking restrictions at most areas after 5 or 7 pm.</p> <p>A citizen named John Hall once noted that there should not be cars parked on town center streets at 6 am with frosted up windshields, because obviously those cars were parked there overnight, and the town center closes well before midnight.</p> <p>It would be easy to warn or ticket cars parked on the town center streets between midnight and 5 am. Obviously those would not be retail patrons parked there at those hours. I think for little money the city could begin to message to those using town center streets for non-retail parking they will have to find alternatives. This would not affect work commuters because there is plenty of space in the park and ride today.</p>
3	<p>Town center is not working at this stage. There aren't enough interesting restaurants and there's no entertainment options. We need to create a more attractive destination, similar to downtown Kirkland and downtown Bellevue, but on a smaller scale. This requires a better and larger mix of retail and better parking. I think we should try to route thru traffic to North Mercer Way and re-design the town center streets to accommodate public parking and pedestrian access. I think that means eliminating the left-hand turn lanes and creating parking spaces along all our town center streets. We also need codes that encourage the conversion of private surface parking to a combination of public spaces and retail when properties are re-developed. Ideally, rather than having developers provide private retail parking they would contribute to a fund that would build/purchase public parking. That way people could park and then walk off the property to visit multiple retail establishments.</p> <p>I'm also disappointed that we haven't figured out a way to build a performing arts center near downtown. I think that would drive a lot of traffic to retail businesses.</p>
4	<p>I could say a lot but will limit my input to just one area. What is special about Mercer Island that makes it different from other communities?</p> <p>First and foremost, Mercer Island is a suburban community and one without easy access to its Town Center. What that means is that its residents are reliant on cars to get to its retail core and transit hub. The other thing that is unusual about our community is that it is an island which limits its ability to expand out to provide for services (retail core), its commuting and its high density residential housing. In other words, everyone is reliant on the same assets for shopping, commuting and living.</p> <p>What this says is that our community is reliant on driving and reliant on just a several block area for a sustainable community in terms of goods, transit to and from work, and high density housing. It means our community has to have a way to share. Otherwise, residents only have one choice, that is to continue driving to the next community for work, goods, dining out and entertainment. They have no other choice.</p> <p>It is this dilemma that is causing most Mercer Island residents not to shop locally. It is this reason for our Town Center not having a proper retail mix, because "retail always follows customers." It is this reason that we don't even have a large off island customer base because "if your own residents won't shop in your retail core then neither will anyone else".</p> <p>This more than any other reasoning is why Mercer Island doesn't have a standard parking problem but a retail core design problem. It needs to redesign its retail core to allow residents to shop locally. It needs to redesign its retail core to allow sharing of a very limited resource, parking. It needs to understand parking's role in a walkable retail core and not only redesign available parking to make Town Center walkable but to allow us to migrate from a Strip Mall Town Center to a traditional Town Center that can become the vibrant Third Place residents want.</p> <p>This all seems a little daunting and it is. At the same time many communities across the country have faced this challenge and succeeded.</p> <p>The first step is to realize this is not a standard parking problem but a retail core design problem. Next it is important to understand that this is a problem of not having too little parking, but too little of the correct type of parking for a successful retail core and for use by all that are reliant on it. Finally, it is important to understand that it is a problem of not just stopping the building of bad parking and starting the building of correct parking, but changing both our Design Standards and Strip Mall minimum parking codes to allow this evolution to happen.</p> <p>First residents have to be able to shop locally. Next residents have to want to shop locally.</p>
5	<p>Here are some facts about Mercer Island that form the basis for a comprehensive conversation about parking:</p> <ol style="list-style-type: none"> <li>1) Mercer Island is a suburban small town, dominated by single-family neighborhoods.</li> <li>2) Mercer Island is NOT well-served by Metro Transit.</li> <li>3) Mercer Island is NOT well-served by Metro Transit.</li> <li>4) Mercer Island's location, geographic length in miles, and socio-demographic make-up suggest personal transportation is required, and personal transportation CANNOT be substituted by public transportation.</li> <li>5) Zoning codes (housing &amp; parking) have failed to recognize and plan for elements 1-4, above. Changes to Mercer Island's zoning codes have been driven by pressure from housing industry lobbyists and off-island special interest groups.</li> </ol> <p>The one-size-fits-all regional housing &amp; parking code in Town Center (driven by TOD development theories) is a failure on Mercer Island, and the reason we are faced with INCREASING parking problems in 2022.</p>
6	<p>Street parking is the solution. We need more people walking on streets in downtown. Parking garages are all different and can be confusing. Having easy to understand street parking is a great solution. Timing it/charging for it will ensure people stay only the amount of time necessary to shop downtown--so that they're not parking all day for their office or residential use. Adding a requirement for more parking in new buildings, or associated with a change of use, is going to add to the cost of doing business in MI. If we want new restaurants and retail to locate here, ensuring that adequate parking isn't stopping them from locating is extremely key. Changes of use to retail/restaurant should be fully exempt from the parking requirements to incentivize new retail/restaurant uses to located in town center. It makes a huge difference!!!!</p>

7	Our park & ride is too small and if I arrived before 7:05 AM I had to park in Town Center. The parking volume is ticking up again post pandemic as people return to in-office work whether by choice or by force. Please don't take away our overflow parking spots.
8	+Town Center needs maps of available public parking, so people can find it. Good example is Bainbridge town center. +Continue to require short term walk off parking in all new developments. +establish parking fees in the park and ride for 6am to 10 am parkers, to free up space for alternative shift users and encourage out of peak travel.
9	I would like to see a consistent paid parking program in the Town Center. Putting a price on parking establishes the correct incentives, whereas free parking makes it a free-for-all with people circling the block and giving up.
10	Would love to be able to park legally in any parking lot and visit multiple retail areas.
11	Legal spots to park while visiting multiple retail locations
12	1) Parking isn't the solution to retail vitality. We've had plenty of businesses with perfect parking fold. 2) Central parking for walkable shopping from a single point won't work. Our residents are not walking more than a block and our shopping is too dispersed. 3) 77th is perfect the way it is. Re-configuring it for parking will destroy our main North-South bike corridor. Plus, see #2. 4) My suggestion: create paid 1 hour parking meters in several areas throughout Town Center. Enforce existing parking.  Any hope of Town Center retail vitality disappeared decades ago. Parking certainly won't fix it. I have much better choices for almost everything off-island and now that Light Rail is around the corner it will all be conveniently a few minutes away. On foot.
13	There is already abundant parking in downtown Mercer Island. The problem is that businesses, churches and office buildings are allowed to restrict parking access even when they're not operating. This causes chaos by pushing people further away from public spaces with limited parking options such as Mercerdale or the farmers market. Businesses in the area are likely benefitting from the increased traffic, and should not be allowed to restrict legal parking. If they can demonstrate they're not benefiting, the city should incentivize them to encourage opening up their lots to the public for the good of making the island more accessible and welcoming.
14	1. There should be wide bike and walking paths (plus street lights) all the way from south to north Island Crest Way to encourage more citizens to use alternatives to car transportation. Add more bike racks in front of businesses. More citizens are using ebikes and kids use e-scooters- but we need safe space to travel -away from car lanes and racks to lock them up. 2. We need a much larger park and ride since it will fill up so fast when light rail arrives. Commuters from all over the Eastside will take up retail parking spots if there is no space at the park and ride- which will be frustrating for MI shoppers. Add lots of bike racks by light rail- with good security & cameras to deter theft and so bikes stay safe. Add parking limits to the town center parking to avoid commuters going to Seattle on light rail and taking up retail space. 3. I really don't like to park in underground garages on the island -the spots are tight, have concrete poles that are easy to hit and not convenient for quick errands. I prefer above ground parking spots right next to shops, but realize space on a small island has its limits. Future underground parking must be built better and easy to use for shoppers or we will just go off island to shop. 4. I want to park in one spot and walk to several stores (example- Hardware store, then to UPS store across the street) but there are warning signs everywhere not to park and walk off to other retail. Frustrating.
15	Hi, I haven't completed the survey because the questions were overbroad. For example, I currently need to drive to the north end but I walk between different locations within MI downtown. I strongly advocate a very frequent shuttle service around the island which would significantly reduce the number of car journeys on the island and the need for parking at the north end. It would also reduce our dependence on the Sound Transit parking lot/Park and Ride. As for current parking, I have never found a shortage of parking in MI downtown. Thanks
16	Underground, free 2-hr walk-off parking in new mixed use developments is the best way to densify downtown while increasing parking. Surface angle parking such as that at Tabit Village is woefully inadequate for the number of people using those shops, yet the Walgreens lot across the street is empty. Similarly, Rite Aid no longer allows parking for the farmer's market. Both drug stores in no way need all their available parking to serve the number of customers inside. Do we have a zoning problem? We also need sidewalks and street lights, full stop, on all major streets: ICW, WMW, EMW, NMW, 40th/ Mercerwood, Merrimount, others? I would LOVE to see a plan to increase safe walking.
17	What I would like to see for the downtown: A walkable core pedestrian friendly area with decent density of shops, cafes, and restaurants. People drive to a central location, park, then walk around. Ideally certain streets or areas of a street are pedestrian only during certain hours to encourage people and families to congregate. For example, the 76th AVE curve near Starbucks. Why isn't that whole area pedestrian only? There are actually a good number of restaurants in that corridor. We should encourage people who eat at those cafes to stay and mingle in that area to drive traffic to the stores. Instead you get cars pulling in and out of parking lots, cars zipping around the curve as kids run nearby, etc. Instead create a park-like atmosphere that encourages Islanders to meet, eat, walk, and buy things. Look how many families the Mercerdale park draws on weeknights. Why isn't there a green, pedestrian friendly area that encourages families to meet further north? Outdoor seating, car-free areas, green space.  I see a lot of comments about a parking garage and yes that would provide a central location to park and then walk. But by itself a parking garage does not solve this. The problem with the downtown is a lack of density - the downtown is so spread out with small clusters of shops. We need more density to create critical mass to shift shoppers parking habits. There's very little incentive to have people park somewhere central and then walk around if they need to walk all over town to go to three shops. So they drive to the hardware store then drive to Starbucks then drive to the Rite Aid. Is this a zoning problem? Why is the downtown so spread out with so few shops in any one area? There are so many dead areas that add huge walking distances, or make it inconvenient to get from point A to B. Why are there so many random banks on the island? Who goes into banks anymore? There are large swaths of the downtown where there is zero reason to congregate. Give people a reason to spend several hours downtown and then they will utilize that parking garage.

## Virtual Engagement Module Findings

The project team developed 60-minute modules and held virtual engagement sessions for community members and organizations. The team presented initial study findings and asked participants questions about their concerns, right-of-way priorities, opinions on parking management strategies, resource allocation preferences, and visions of success. Virtual engagement sessions were held with two focus groups composed of Mercer Island community members and with five local community organizations—including Neighbors in Motion, the Mercer Island Historical Society, the Chamber of Commerce, the Mercer Island Climate Action Network, and the Mercer Island Rotary Club. For larger groups, some questions were posed via the Mentimeter live polling platform. For smaller groups, the same questions were posed to participants verbally and responses were documented by the project team.

Focus groups were asked to rate their level of agreement or disagreement with seven statements, with a “1” indicating strong disagreement and a “5” indicating strong agreement. The total scores from participants across all seven focus groups were summed, and the averages are displayed in Table 2 below.

On average, participants supported the idea of shared parking facilities in the Town Center, prioritizing convenient parking for visitors and customers, creating more community gathering spaces even at the expense of parking, implementing paid parking for the benefit of the community, and charging more for parking in areas of high demand. On average, participants disagreed with the idea of prioritizing on-street parking over other uses, such as bike lanes, wider sidewalks, parklets, and outdoor dining areas.

**TABLE 2: FOCUS GROUP PARTICIPANT OPINIONS**

Statement	Average level of agreement
It makes sense for parking to cost more in areas where demand for parking is highest.	3.1
The most convenient parking in Town Center should be prioritized for visitors and customers.	3.8
On-street parking should be prioritized over other potential mobility uses for the right-of-way, like bike lanes and wider sidewalks.	2.5
On-street parking should be prioritized over community uses for the right-of-way, like parklets and outdoor dining areas.	1.9
It makes sense to create more community gathering spaces in Town Center, even if parking has to be moved to do so.	3.7
It makes sense for all parking facilities in the Town Center to be shared among multiple uses if they can be.	4.2
I'd support paid parking if it benefited the community in tangible ways, like making it easier to get places and supporting community initiatives.	3.6

Members of the seven focus groups were also given the opportunity to participate in a hypothetical budgeting exercise, choosing how much of the City’s resources should be allocated to each of five strategies for improving Town Center (see Table 3). On average, participants chose to allocate the greatest share toward creating better infrastructure in the right-of-way for pedestrians and cyclists and creating more community-oriented spaces in the right-of-way, like parklets and outdoor dining areas. Several participants noted that some of the other strategies, while still important, may need fewer resources to implement, and they believed that parking enforcement might eventually pay for itself through paid parking or ticket revenue.



TABLE 3: FOCUS GROUP BUDGET EXERCISE RESULTS

Strategy	Average share of spending allocated
Creating better infrastructure in the right-of-way for pedestrians and cyclists	39%
Creating more community-oriented spaces in the right-of-way, like parklets and outdoor dining areas	24%
Improving signage and wayfinding	15%
Dedicating administrative/staff time to building a shared parking program for Town Center	14%
More resources (like staffing and technology) to enforce parking rules and regulations	8%

Finally, focus group participants were asked to describe what their visions of success would look like, as well as potentially concerning outcomes. Answers were documented and grouped into categories by theme, as shown in Table 4 and Table 5 below. The most common themes among participants' visions for success were improvements to bike-ability and safety and the availability of more shared parking. Participants also frequently expressed their desires that more convenient parking be made available near destinations, for wayfinding and signage to highlight available parking, and for visitors to be able to park once and walk. Concerns mentioned multiple times included: that parking solutions might not meet the needs of businesses, that there might not be good options for multimodal access, that the status quo might be maintained, that Mercer Island might be unwelcoming to visitors, and that creating too much parking might remove the incentive for people to walk to and around Town Center.

TABLE 4: FOCUS GROUP VISIONS OF SUCCESS FOR TOWN CENTER PARKING

Visions of Success	
Theme	Number of mentions
Bike-ability and safety	9
Shared parking/higher parking utilization	9
Parking within one minute of destination/more convenient access	6
Wayfinding/clarity for available parking	5
Park once	5
<i>(Table continued on next page.)</i>	
Prevent off-island commuters from filling all TC parking lots	5
Gathering spaces	5
Walkability	4
Reduce the prevalence/amount of unappealing surface parking lots	4
Enforcement of regulations	4
Transit/shuttles	3
Variety of parking options regarding time limits	3
Bike parking	2
Scooter accessibility and safety	2
Pricing/demand-responsive pricing	2

Greater density	1
State money for active transportation infrastructure	1
EV charging facilities incentivize off-street parking	1
Employees parking off-street	1
Loading spaces for deliveries	1
Requiring new developments to provide more off-street parking	1
More parking availability on-street	1
Encourage visitors to come to TC	1

TABLE 4: FOCUS GROUP POTENTIALLY CONCERNING OUTCOMES FOR TOWN CENTER PARKING STUDY

Potentially Concerning Outcomes	
Theme	Number of mentions
Parking solutions don't meet the needs of TC businesses	2
The Town Center does not provide good options for multimodal access	2
Maintaining the status quo	2
Mercer Island is unwelcoming to visitors	2
Creating too much parking and losing incentive to walk	2
Reducing the existing supply of parking	1
Out-of-towners park in the Town Center just to use transit	1
Seeing more inaccessible private lots	1
Failing to meet climate goals	1

Other feedback provided in the focus groups included that the City should attempt to monitor and measure the impact of any changes made, that improving access would increase Town Center real estate values, that some apartment renters park in private lots because they lack parking spaces, and that the City should work with King County Metro in the future to keep pricing consistent between their lot and the parking available in the Town Center.

## Relevant Economic Development Vision Survey Responses

The City of Mercer Island also conducted an Economic Development Survey and gathered responses from 644 participants. Key themes of relevance to the parking study emerged, and Mercer Island staff shared the results with the Town Center Parking Study project team. In describing their vision for an appealing downtown, many survey participants indicated the importance of planning for walkability, community gathering spaces, and convenient parking.

Many respondents' vision for the future of Mercer Island's commercial areas includes features that make these areas more of a destination: a larger variety of restaurants, shops, and amenities; street design and parking that enable residents to shop and do errands in a connected trip rather than driving from place to place; and a cohesive identity that makes a commercial area feel like a destination. Good bike lanes were mentioned as assistance that would help respondents' businesses be more environmentally friendly. Parking improvements were a prominent theme in what would make business more viable. Most respondents (64%) currently commute to work by driving alone. Alternate modes including transit, walking, or biking were selected by 17%, carpool by 2%, and "other" by 17%.

Responses of relevance to the Town Center Parking Study had to do with long-term vision, parking, outdoor space, desired changes to downtown, and the appeal of other downtowns.

- Comments about a 20 year vision:
  - Many respondents described a quaint but vibrant walkable commercial core with diverse businesses to meet residents' needs. They imagined a downtown with sidewalk space for outdoor dining and a pedestrian-friendly environment.
  - *"Pedestrian friendly with sidewalk space for outdoor dining [...] Decisions should be made with thoughtful planning for walkability, accessibility and encouragement of small business."*
- Comments about parking – more parking, shared parking, parking limitations:
  - *"What the commercial area 'should' look like is dense retail with central parking so you can dump your car and wander around the shops and restaurants.... Today each business has its own parking with signs threatening to tow your car if you walk off."*
  - *"I hope that there will be ample parking that will allow one to park in one place and walk to multiple businesses."*
  - *"Just eliminating and enforcing no parking on town center streets from midnight to 6 am would be a good start to remove overflow residential parking from the mixed-use developments, and not allowing those buildings to charge for onsite parking."*
- Comments about outdoor space:
  - *"More outdoor seating and gathering spaces"*
  - *"We need a central park or town square with the shops around the square to give people a reason to linger downtown."*
- Common themes when respondents were asked one thing they would change about downtown:
  - Parking (centralized shared parking, park once and walk)
  - Walkability (pedestrian oriented, parking lots behind stores or centrally located)
- Common themes when asked about the appeal of other downtowns:
  - Walkable and connected streets, with convenient parking
  - Many of their favorite spaces are focused on a central main street, offer enough things to do to make it feel like a destination, and have a cohesive sense of identity or "vibe"
  - Biking paths and pedestrian-oriented street design

# Appendix C. Background Studies and Current Programs Review

A review of background plans, studies, and documents was conducted to inform the context for the Town Center Parking Study. Material reviewed includes:

- Previous parking studies
- Recent surveys of Mercer Island businesses
- The Mercer Island Comprehensive Plan
- The parking permit programs on Mercer Island
- Reviews of past parking and other mobility pilot studies
- An overview of current parking agreements
- An overview of the parking regulatory regime

## Previous Parking Studies

Mercer Island has completed two (2) parking studies in the last 10 years, one study completed in 2015 by BP Squared and one completed in 2016 by BERK Consulting.

### 2015 Park and Ride Survey

The City of Mercer Island completed a Park and Ride Survey in 2015 (prepared by BP Squared). The survey was prepared to quantify the feasibility of developing a commuter parking facility within Town Center. The purpose of the commuter parking facility would be to accommodate increased demand resulting from: 1) the temporary closure of the Bellevue Way Park and Ride during the Sound Transit East Link Extension construction, and 2) the opening of the East Link Extension. The survey analyzed 15 properties as potential locations for a park and ride facility. Each property was evaluated based on a variety of criteria including location, quantity of new parking spaces that could be accommodated at the site, cost of construction, timing of development, and site availability.

As a result of the analysis, three properties surveyed met each of the evaluation criteria:

1. 2411 76<sup>th</sup> Ave SE (former Freshy's location)
2. Former King Property located between 77<sup>th</sup> Avenue SE and 78<sup>th</sup> Avenue SE, north of SE 29<sup>th</sup> Street
3. The Mercer Island Community and Event Center, 8236 SE 24<sup>th</sup> Street (no further study of this site was conducted due to resident concerns)

### 2016 Town Center Parking Study

The City of Mercer Island completed a Town Center Parking Study in 2016 (prepared by BERK Consulting) to analyze on-street and off-street parking inventory and demand in connection with the City's Town Center visioning efforts.

## Parking Challenges

The 2016 Study highlighted several parking challenges to be addressed, including:

- Not enough parking
- Inconvenient parking locations
- Confusion over where parking is located, especially for shared stalls and in garages

- Poorly designed parking in garages, which creates hazards for vehicles and constrains the navigability of parking structures
- Confusion over parking permits
- Lack of parking for employees working in the Town Center
- Low parking turnover rates
- Bus commuters using Town Center parking
- Lack of enforcement of parking restrictions
- A lack of walkability in some areas

## Parking Supply and Demand

The study identified approximately 3,308 off-street non-residential parking spaces and 258 on-street public spaces. Data was collected on February 2-3, 2016. The peak parking utilization rate observed for off-street parking spaces was 45%. On-street parking peak utilization was 60%. The study concluded that the Town Center has sufficient on- and off-street parking to meet non-residential parking demand.

The study found that the built supply ratio was 3.9 spaces/1,000 square feet, while the highest observed utilization ratio was 1.7 spaces/1,000 square feet.

## Parking Regulations

The study included the following key findings regarding parking regulations:

- The City's non-residential off-street parking requirements in the Town Center appear to be significantly higher than observed parking demand.
- The Town Center parking regulations provide limited reductions for shared parking (up to 20%) for residential and non-residential uses.
- The City's residential parking requirements of 1-3 spaces per unit may lead to parking being overbuilt for residential uses, particularly if shared parking is not incorporated into the project.
- The City's required parking stall width and drive aisle widths are lower than those recommended by WSDOT and compared to the City of Redmond requirements.

## Recommendations

The study included the following recommendations:

- Reduce off-street parking requirements.
- Modify the 20% limit on shared parking.
- Maintain existing on-street parking management.
- Revise parking lot design standards.
- Increase on-street parking supply.
- Increase shared off-street public parking.
- Continue to monitor parking in the Town Center.

### Progress of Recommendations

Since the 2016 study was completed, the City has implemented the following recommendations:

- Reduced off-street parking requirements
  - Retail/office/mixed-use (including restaurants) – 2-3 spaces/1,000 square feet
  - Standalone restaurant – 5-10 spaces/1,000 square feet
  - Residential – 1-1.4 spaces per unit. Allow site specific deviations for parking less than 1 space/unit based on detailed parking analysis and with approval of the Code official.

- Modified the 20% limit on shared parking to allow up to 50% of the requirement to be accommodated through shared parking.
- Revised parking lot design standards
  - Increased aisle widths to 24' for two-way traffic for parking angled at 45° or above.
  - Increased aisle widths to 18' for one-way traffic for parking angled at 60° or above.
  - Increased the standard parking space size to 9' by 18'. Allow spaces at 8.5' width for compact and long-term use (turnover of 1-2 vehicles/day).

## Business Surveys

### 2020 Survey

In 2020, the City of Mercer Island conducted a COVID-19 Business Survey (prepared by Hardwick Research).

#### Goals

The survey had the following key goals:

- Gather information regarding issues facing the Mercer Island business community with the goal of understanding COVID-19 impacts.
- Obtain baseline data for long-range economic and community development efforts.

#### Methodology

An online survey was conducted to gather feedback from Mercer Island businesses. A total of 269 survey responses were gathered.

### Survey Results Related to Parking

The survey included the following key findings related to parking:

- For long-term program options, about a quarter of businesses want assistance with parking in the north and south end business districts (e.g., amount of parking, policing illegal parking).
- Businesses want information regarding the City's approach to economic development/new business development plans (including zoning and codes, as well as parking).
- Businesses commented on the need to address walkability/parking issues in business districts.
- Some of the open-ended parking-related comments included:
  - "Continue to communicate updates relative to COVID-19 and progress on other issues that are being evaluated (i.e., the concern of parking)."
  - "Information on any issues affecting Mercer Island businesses (zoning, code changes, taxes, parking, development in Town Center and south-end shopping center)."

### 2021 Survey

In 2021, the City of Mercer Island completed a follow-up COVID-19 Business Survey (prepared by Hardwick Research).

#### Goals

The purpose of the survey was to determine:

- What has changed since 2020, if anything.
- Challenges Mercer Island business are still facing.
- Types of aid/support Mercer Island businesses still need.

- New needs that have arisen.
- Ways the City can support the local business community.

## Methodology

An online survey was conducted to gather feedback from Mercer Island businesses. A total of 188 survey responses were gathered.

## Survey Results Related to Parking

The survey included the following key findings related to parking:

- When asked about the important actions that the City could take to help their businesses, “improving parking” was one of the top three responses.
- Respondents indicated a desire to see 3-minute pick-up parking spots or curbside zones and parking (lack of parking is an issue in some areas and not others).
- Some of the open-ended parking-related comments included:
  - “Keep street parking free for as long as possible but enforce time limits, especially once light rail comes.”
  - “Provide more public parking.”
  - “The City could and should have a plan for parking. Putting public parking [spaces] in buildings like the Hadley mostly go unused by the people who frequent the businesses located on the first floor. The new buildings that go up should have outdoor parking (not indoor or underground) available for people to park when using retail.”
  - “Parking!! Town Center will be overwhelmed by the continuing development of condominiums and apartments with parking policies that force the owner/tenant to park on the street. Better, larger signage that lets Islanders know that they can park in the public parking areas of existing and future Town Center buildings.”

## Mercer Island Comprehensive Plan

The following summarizes key components of the Comprehensive Plan<sup>1</sup> as it relates to the Town Center vision and goals as well as existing transportation policies.

## Introduction

- Community values include residential community, quality municipal services, fiscal responsibility, education is the key, livability is paramount, cherish the environment, and sustainable community.
- The Comprehensive Plan outlines goals for the Town Center:
  - Mixed-use developments that include residential units are encouraged.
  - Businesses should continue to develop at a scale compatible with other community values and should provide a range of retail, office, and residential opportunities.
  - The community-scaled business district will primarily cater to the needs and desires of Mercer Island residents and employees.
  - Ongoing attention to urban design principles, pedestrian needs, traffic considerations, and green spaces is essential.
- Local land use policies will be coordinated with transportation plans to provide safe, functional surfaces for vehicles, bikes, and pedestrians while avoiding local “gridlock.” Local transportation planning will

<sup>1</sup> The Comprehensive Plan is being revised currently as part of the 2022-2024 period update.

continue to emphasize a semi-rural setting for various arterial and collector streets. Pedestrian walks linking activities will continue to be a high community priority.

## Land Use Element

- Between 2006 and 2035, the City's growth target is 2,320 new housing units and 1,160 new jobs to be generated on Mercer Island.
- About the Town Center
  - The Town Center is a 76-acre area that includes residential, retail, commercial, mixed-use, and office-oriented businesses. Historically, convenience businesses — groceries, drugstores, service stations, dry cleaners, and banks — have dominated the commercial land uses, many of them belonging to larger regional or national chains.
  - Retailers and other commercial services are scattered throughout the Town Center and are not concentrated in any area. With a diffused development pattern, the Town Center is not conducive to "browsing," making movement around the downtown difficult and inconvenient for pedestrians, physically disadvantaged persons, and bicyclists.
  - Mercer Island's downtown is located three (3) miles from Seattle and one (1) mile from Bellevue via I-90. I-90 currently provides critical vehicular, bicycle and pedestrian access to the Town Center as well as the rest of Mercer Island. Regional transportation plans anticipate future development of a high-capacity transit system in the I-90 corridor. Considering recent and potential future public transportation investments in the I-90 corridor and in keeping with the region's emerging growth philosophy, redevelopment, and moderate concentration of future growth into Mercer Island's Town Center represents the wisest and most efficient use of the transportation infrastructure.
  - The Town Center land designated for commercial, retail, service, and office uses is much larger than the local population can support. This has contributed to a historical pattern of relatively low private investment in downtown properties. Consequently, the Town Center consists of many one-story strip centers, surrounded by vast parking lots.
  - In 1994, the City made significant street improvements in the Town Center, which have resulted in a more pedestrian-friendly environment. However, more needs to be done on the private development side to design buildings with attractive streetscapes so that people will have more incentive to park their car and walk between shopping areas.
  - The Town Center is poorly identified. The major entrance points to the downtown are not treated in any special way that invites people into the business district.
  - According to the Town Center Vision, which is a component of the Comprehensive Plan, the Town Center should be:
    - The heart of Mercer Island and embody a small-town character, where residents want to shop, eat, play, and relax together.
    - Accessible to people of all ages and abilities.
    - Convenient to enter, explore, and leave with a variety of transportation modes.
    - Well designed with public spaces that offer attractive settings for entertainment, relaxation, and recreation.
    - Diverse with a range of uses, building types, and styles that acknowledge both the history and future of the island.
    - Local providing businesses and services that meet every day needs on the island.
    - Home to a variety of housing options for families, singles, and seniors.
  - The Land Use Element includes the following key goals for the Town Center related to parking and transportation:
    - Create a mixed-use Town Center with pedestrian scale and connections. A walkable mixed-use core should be located adjacent to a regional transit facility and be of sufficient size and intensity to create a focus for Mercer Island.



- Be convenient and accessible to people of all ages and abilities, including pedestrians, bicyclists, transit users, and motorists.
- Town Center streets should be viewed as multiple-use facilities.
  - All Town Center streets should provide for safe and convenient multi-modal access to existing and future development in the Town Center.
  - Design streets using universal design principles to allow older adults and individuals with disabilities to “stroll or roll” and cross streets safely.
  - 78<sup>th</sup> Avenue SE should be the primary pedestrian corridor in the Town Center, with ample sidewalks, landscaping, and amenities.
  - 77<sup>th</sup> Avenue SE should serve as the primary bicycle corridor connecting the regional bicycle network along I-90 and the planned light rail station with Mercerdale Park and the rest of the Island south of the Town Center.
- Be pedestrian-friendly, with amenities, tree-lined streetscapes, wide sidewalks, storefronts with canopies, and cross-block connections that make it easy to walk around.
  - Provide opportunities to walk throughout Town Center.
  - Create safe pedestrian routes that break up larger City blocks.
- Have ample parking, both on- and off-street, and the ability to park once and walk to a variety of retail shops.
  - Reduce the land area devoted to parking by encouraging structured and underground parking. If open-air, parking lots should be behind buildings.
  - Encourage improved access to transit, bicycle, pedestrian, and shared parking facilities to reduce trip generation and provide transportation alternatives, particularly for secondary trips once users reach the Town Center.
  - Consider a range of regulatory and incentive approaches that can increase the supply of public parking in conjunction with development proposals.
  - On- and off-street parking should be well-lit, convenient, and well-signed so that drivers can easily find and use parking.
  - Develop long-range plans for the development of additional commuter parking to serve Mercer Island residents.
  - Prioritize parking for Mercer Island residents within the Town Center.
- Prioritize Town Center transportation investments that promote multi-modal access to regional transit facilities.
- Promote the development of pedestrian linkages between public and private development and transit in and adjacent to the Town Center.

## Transportation Element

- Current travel patterns in Mercer Island:
  - Mercer Island has relatively high levels of vehicle ownership and personal mobility. Approximately 70% of the households on Mercer Island have two or more vehicles, while less than 5% of households have no vehicle at all. Comparing the 2016 American Community Survey (US Census) data with the 2000 US Census data, several changes were observed:
    - The percent of Mercer Island residents who commute to work by driving alone has dropped from 76% to 72%, those who take a bus or carpool to work decreased from 17% to 14%, and those who work at home increased from 7% to 10%. The average travel time to work for Mercer Island residents is 25 minutes, which is below the regional average of 32 minutes.
  - A November 2013 WSDOT Mercer Island Travel Survey found that 55% of commute trips originating on the Island traveled west towards Seattle and 45% traveled east towards Bellevue.
- Current parking conditions

- Most parking in the City is provided by off-street parking lots, along residential access streets, or by on-street spaces in select areas of the Town Center.
- In 2001, the City implemented a permit parking program for on-street parking in the Town Center in response to overflow conditions at the Mercer Island Park and Ride lot. This program preserves selected public on-street parking spaces for Mercer Island resident use, between the hours of 7:00 a.m. and 9:00 a.m., Monday through Friday. All Mercer Island residents are eligible for a Town Center District permit, which allows them to park on Town Center streets during the specified hours.
- An additional permit parking program was developed for residential streets north of the Park & Ride lot on North Mercer Way. This program only allows residents of the area to park on City streets between 7:00 a.m. and 4:00 p.m., weekdays.
- Current bicycle and pedestrian facilities
  - In 1996, the City developed a Pedestrian and Bicycle Facilities Plan.
  - A 2010 update to the plan included vision and guiding principles, goals and policies, an existing and future network, a list of completed projects, revised facility design standards, and a prioritized list of projects. The plan emphasizes further development of safe routes to schools, completion of missing connections, and application of design guidelines.
  - A regional trail runs across the north end of the Island along the I-90 corridor providing a convenient connection to Seattle and Bellevue for pedestrians and bicyclists. Most streets in the Town Center includes sidewalks. In addition, there are sidewalks near schools and select streets and some paved and unpaved shoulders and multiuse trails that provide for pedestrian mobility.
  - The bicycle network is made up of designated bicycle facilities including bicycle lanes and sharrows, and shared non-motorized facilities including shared use pathways, off-road trails, and paved shoulder areas. **FIGURE 7** shows the pedestrian and bicycle facilities on the Island's arterial network.

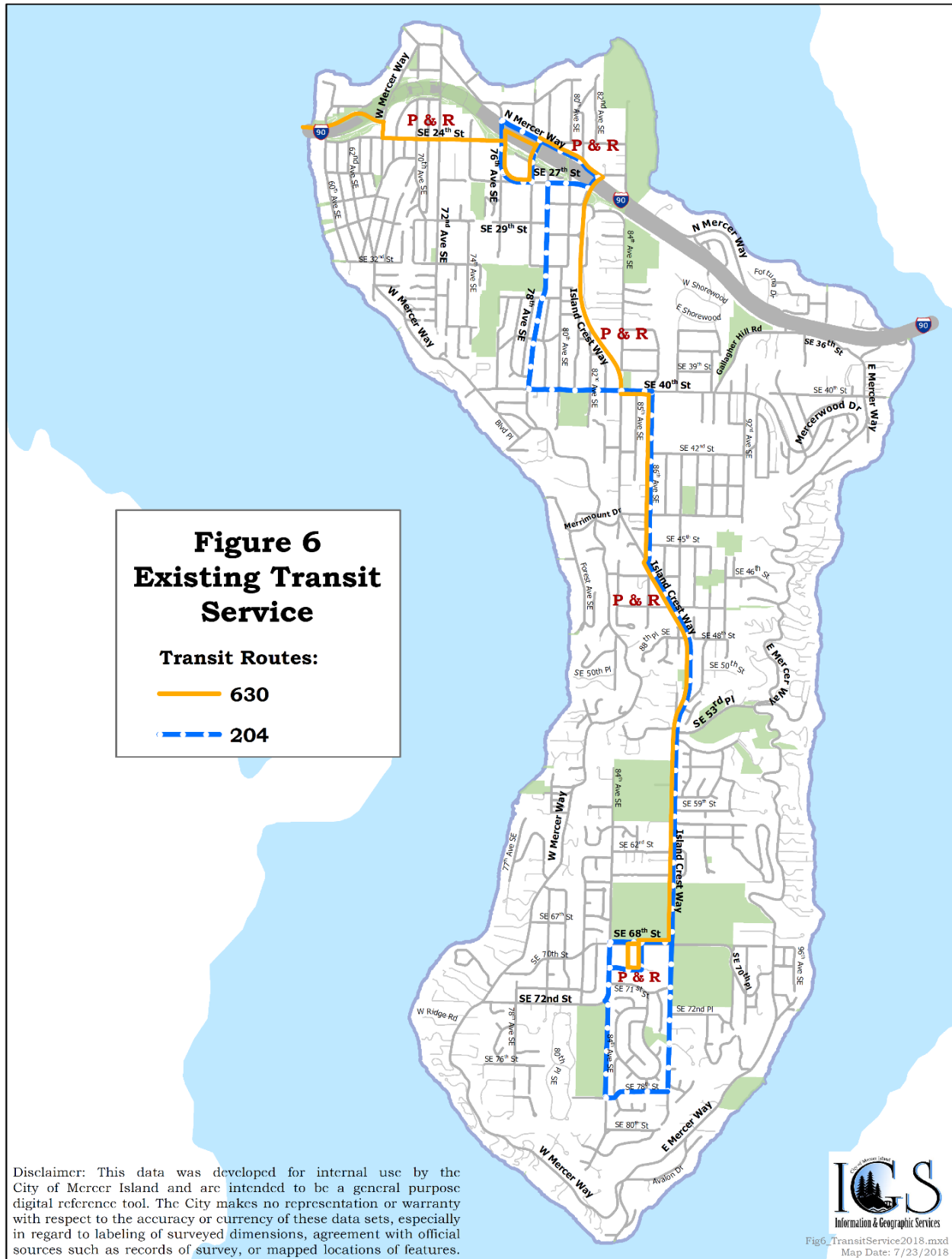
### FIGURE 6 MERCER ISLAND EXISTING BICYCLE AND PEDESTRIAN FACILITIES (AS OF 2016)



Source: City of Mercer Island

- Current public transportation conditions
  - The King County Department of Metropolitan Services (Metro) and the regional transit agency Sound Transit provide public transportation services for Mercer Island and throughout King County. There are four major types of service offered on the Island: local fixed route service, regional express service, custom bus service, and access service.
  - Local fixed route service operates on the arterial roadway system and provides public transit service connecting residential and activity areas. On request, some routes can deviate to a broader “flexible service area” under Metro’s DART program.
  - Regional express service, which also operates on fixed routes, is oriented toward peak hour commuter trips between the Mercer Island Park and Ride and major employment and activity centers off the Island. Sound Transit and Metro provide express service west and east along I-90 into Seattle and Bellevue.
  - Custom bus service includes specially designed routes to serve specific travel markets, such as major employers, private schools, or other special destinations. These services are typically provided during peak commute hours and operate on fixed routes with limited stops. Custom bus service is currently provided between the Mercer Island Park and Ride and Lakeside School and University Prep in Seattle (Routes 981 and 989).
  - Access service provides door-to-door transportation to elderly and special needs populations who have limited ability to use public transit. Access covers trips within the King County Metro transit service area.
  - On Mercer Island, there are two routes that circulate throughout the City (Metro routes 204 and 630). At the Mercer Island Park and Ride, Sound Transit regional express routes 550 and 554 connect Mercer Island to Seattle, Bellevue, and Issaquah; and Metro regional express route 216 provides service to Redmond and Seattle. These three regional routes will be modified significantly upon the opening of East Link light rail.
  - Route 204 provides service between the Mercer Island Park and Ride lot and the Mercer Village Center, with a DART loop around the Island’s southern tip (using WMW & EMW), and a DART loop to Covenant Shores. This route travels on 78th Avenue SE, SE 40th Street, 86th Avenue SE, Island Crest Way, and SE 68th Street to the Mercer Village Center (I.e. South End business district). The route operates every 60 minutes from approximately 6:00 a.m. to 6:00 p.m. on weekdays, and 9:00am to 6:00pm on Saturdays; there is no Sunday service.
  - Route 630 is a community shuttle, which provides rush-hour weekday service between downtown Seattle and the Mercer Village Center. It provides four trips toward downtown Seattle in the morning and four trips toward Mercer Village in the evening. The route also offers a limited flexible service area centered around the Mercer Island Library.

FIGURE 7 MERCER ISLAND EXISTING TRANSIT SERVICE (AS OF 2016)



Source: City of Mercer Island

- Current Park & Ride facilities and utilization
  - The Mercer Island Park and Ride is located north of I-90 on N Mercer Way near Mercer Island's Town Center. The Park and Ride has 447 spaces and is served by Metro and Sound Transit buses.
  - According to the Fourth Quarter 2017 Park and Ride Utilization Report prepared by King County, the Mercer Island lot is typically fully occupied during weekdays. Several of the users of this lot do not reside in Mercer Island.
  - To supplement park and ride capacity on Mercer Island, Metro used to lease four private parking lots for use as park and ride lots, located at the Mercer Island Presbyterian Church, Mercer Island United Methodist Church, Congregational Church of Mercer Island and at the Mercer Village Center. The 2017 Utilization study indicated the following utilization rates for the additional park and ride lots:
    - Mercer Island Presbyterian Church – 93%
    - United Methodist Church – 96%
    - Mercer Village Center – 32%
    - Congregational Church of Mercer Island – 11%
  - Following the COVID-19 pandemic, Metro downsized its leases to just one remaining park and ride lot at Mercer Village Center.
- Future travel demand, calculated pre-pandemic:
  - More than 70% of new households and 76% of new jobs are forecasted to occur within the Town Center.
  - The analysis assumes the opening of the East Link light rail line in 2023<sup>2</sup>, which will result in an additional travel option between the Town Center and regional destinations.
  - Town Center traffic growth reflects the higher potential for pedestrian and transit trips. Overall, the traffic growth in the Town Center is forecasted<sup>3</sup> to increase by 28% between 2018-2035, an annual growth rate of 1.5%. For areas outside the Town Center, traffic growth is expected to be lower with approximately 10% growth between 2018-2035, an annual growth rate of 0.5%. The resulting forecasted traffic volumes directly reflect the anticipated land use, housing, and employment growth assumptions for the Island.
- Key goals and policies from the Comprehensive Plan relevant to the Town Center Parking Study are summarized below:
  - Encourage the most efficient use of the transportation system through effective management of transportation demand and the transportation system.
    - Encourage measures to reduce vehicular trips using transportation demand management strategies such as preferential parking for carpools/vanpools, alternative work hours, bicycle parking, and distribution of information and promotion of non-motorized travel, transit, and ridesharing options.
    - Encourage businesses and residential areas to explore opportunities for shared parking and other parking management strategies.
    - Employ transportation system management (TSM) techniques to improve the efficient operation of the transportation system including, but not limited to, traffic through and turn lanes, management of street parking, signals, and other traffic control measures.
  - Balance the maintenance of quality Mercer Island neighborhoods with the needs of Mercer Island's transportation system.
    - Strive to minimize traffic impacts to neighborhoods and foster a "pedestrian-friendly" environment.

<sup>2</sup> As of spring 2023, the East Link light rail station is now projected to open in 2025.

<sup>3</sup>

[https://library.municode.com/wa/mercer\\_island/codes/comprehensive\\_plan?nodeId=MEISCOPL\\_4TREL\\_IVTRSYUTNE\\_FUTRDE](https://library.municode.com/wa/mercer_island/codes/comprehensive_plan?nodeId=MEISCOPL_4TREL_IVTRSYUTNE_FUTRDE)

- Address parking overflow impacts on neighborhoods caused by major traffic generators such as schools, businesses, parks, and multifamily developments.
  - Provide facilities for pedestrians and bicyclists designed in keeping with individual neighborhood characteristics.
  - Work with King County Metro to provide public transit vehicles and services that are more in scale with the City's neighborhoods and its local road network.
  - Maintain comprehensive street design guidelines and standards that determine the appropriate function, capacity, and improvement needs for each street/roadway, while minimizing construction and neighborhood impacts.
- Ensure parking standards support the land use policies of the Comprehensive Plan.
  - Continue to implement flexible parking requirements for Town Center development based on the type and intensity of the proposed development; site characteristics; likelihood for parking impacts to adjacent uses; opportunities for transit, carpooling, and shared parking; and potential for enhancements to the pedestrian environment.
  - Maintain the current minimum parking requirements of three (3) off-street spaces for single family residences but may consider future code amendments that allow for the reduction of one (1) of the spaces, provided that the quality of the environment and the single-family neighborhood is maintained.
  - Support business development in the downtown area by prioritizing on-street parking spaces in the Town Center for short-term parking and encouraging the development of off-street shared parking facilities for long-term parking in the Town Center.
- Promote bicycle and pedestrian networks that safely access and link commercial areas, residential areas, schools, and parks within the City.
  - Maximize the safety and functionality of the bicycle system by enhancing road shoulders, which are to be distinguished from designated bicycle lanes.
  - Implement the Pedestrian and Bicycle Facilities Plan to meet existing and anticipated needs for nonmotorized transportation. This Plan should be coordinated with other transportation planning efforts and periodically updated. The Plan includes improvements to a few bicycle gaps in Town Center, including on SE 77<sup>th</sup> from SE 27<sup>th</sup> to Mercer Way; however, this is a segment being addressed currently via [Sound Transit] light rail area improvements.
  - Study opportunities for use of innovative methods for pedestrians crossing streets, including use of colored and textured pavements within the City.
  - Strive to build community through the in-person interactions facilitated by active transportation at community connection points (schools, library, community centers, bikeshare hubs, etc.).
  - Prioritize areas near schools and commercial areas for a higher level of service for pedestrians, bicycles, and transit.
- Key implementation strategies relevant to the Town Center Parking Study:
  - Develop a neighborhood parking program to address parking overflow impacts from schools, businesses, parks, and multi-family housing.
  - Continue to involve the public in transportation planning and decisions.
  - Create "transit friendly" design guidelines for new development projects in the Town Center.
  - Implement the City's adopted Commute Trip Reduction program.
  - Work with Metro to reinstate and improve transit services. Explore alternative methods of providing service, such as developing a demand response service.
  - Work with Sound Transit to site, design, and construct high-capacity transit and parking facilities consistent with Land Use and Transportation Policies contained in the Comprehensive Plan that will be available for use by Mercer Island residents.

## Existing Parking Permit Programs

In 2001, the City Council made policy decisions about how to reduce Park & Ride overflow impacts on the north end neighborhood and the Town Center. The overriding objective was to eliminate parking for non-Mercer Island commuters from City streets. The City of Mercer Island has two (2) parking permit programs, the Town Center Commuter Parking Permit and the North Mercer Restricted Parking District (RPD). The locations of the permit areas are shown in [FIGURE 9](#).

Residents can obtain permits at the City Hall Utility Counter or residents can mail in an application. The following information must be provided to obtain a permit:

- Vehicle license plate number and year
- Make and model of the automobile
- A copy of the vehicle registration

For residents with vehicles registered to an address not on Mercer Island, other proof of residence/vehicle ID is required.

For residents driving a vehicle not registered to their home address (e.g., company car), a letter on company stationery stating the following is required:

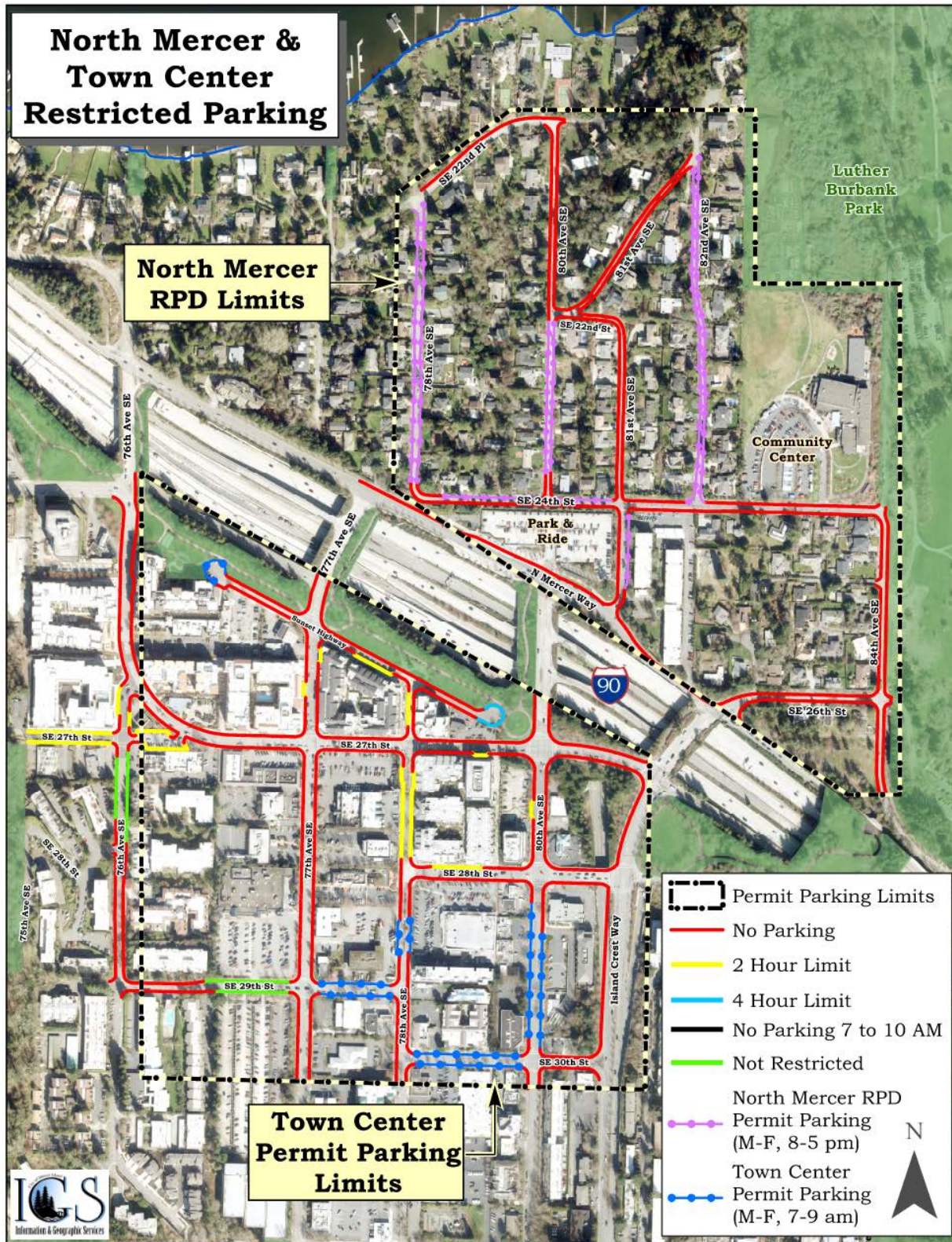
- That the applicant is a company employee and has sole use of a company vehicle.
- The plate number of that vehicle.
- That the vehicle is normally parked at the applicant's Mercer Island home address before and after work.
- The letter must include the company's Washington State Unified Business Number.

Permits are mailed to applicants and are provided in the form of stickers (one color for the North Mercer RPD and another color for the Town Center Commuter Parking Permit). Stickers must be placed on the inside of the rear windshield in the lower corner of the driver's side of the vehicle. Permits are valid for a two (2)-year cycle, and all permits expire December 31 of the second year. Permits are not transferable to other vehicles.

Service vehicles, including City vehicles and utility companies providing emergency repairs, are exempt from posted parking restrictions.



FIGURE 8 EXISTING MERCER ISLAND PARKING PERMIT AREAS



## Town Center Commuter Parking Permit

The Town Center Commuter Parking Permit program preserves selected public on-street parking spaces for Mercer Island resident use, between the hours of 7:00 a.m. and 9:00 a.m., Monday through Friday. All Mercer Island residents are eligible for a Town Center Commuter Parking permit, which costs five dollars per year. The permit is useful for residents who wish to leave their car, walk to the Park & Ride, and catch a bus to off-Island destinations.

### Permit Program Locations

The Town Center Permit parking program applies to the following streets (shown in [FIGURE 9](#))

- 78th Avenue SE: Parking on both sides between SE 28th Street to SE 29th Street;
- SE 29th Street: Parking on both sides between 77th Avenue SE and 78th Avenue SE;
- 80th Avenue SE: Parking on both sides between SE 28th Street and SE 30th Street; and
- SE 30th Street: Parking on both sides between 78th Avenue SE and 80th Avenue SE.

### Enforcement

Officers enforce parking without a permit in the restricted zone of the Town Center. Enforcement occurs between 7:00 a.m. and 9:00 a.m. on weekdays only. At other times, posted parking regulations apply.

The penalties for violation of the Town Center parking permits are:

- \$35 for parking in a permit-restricted area
- \$250 for unauthorized use of a parking permit

### Number of Permits Issued

The City provided Walker with historical Town Center parking permit data. Typically, The City issues permits in 2-year cycles. Current permits, however, are being issued solely for 2023 pending the outcome of the Parking Study, which will inform the permit process and potential rate change in 2024.

- 2014/2015: 578 permits issued
- 2016/2017: 690 permits issued
- 2018/2019: 799 permits issued
- 2020/2021: 544 permits issued
- 2022/2023: 212 permits issued to-date

## North Mercer Restricted Parking District (RPD)

In 2003, the City of Mercer Island created a restricted parking district in the North Mercer neighborhood to prevent Park & Ride overflow parking. The permits are available for Mercer Island residents whose home address is within the boundaries of the North Mercer RPD. North Mercer RPD permit holders get the same privileges of a Town Center parking permit. North Mercer RPD permits, guest permits, and temporary contractor permits are \$5/permit each year.

### Permit Program Locations

The North Mercer RPD is located north of I-90 and is roughly bounded by SE 22<sup>nd</sup> Street, 78<sup>th</sup> Avenue SE, N Mercer Way, SE 26<sup>th</sup> Street, 84<sup>th</sup> Avenue SE, and 82<sup>nd</sup> Avenue SE.

### Enforcement

The parking restrictions are enforced every weekday. Parking restrictions are not enforced after 5pm.



## Additional Permits

Residents within the North Mercer RPD can also apply for guest parking and temporary contractor parking:

- North Mercer RPD residents can apply for up to two (2) guest parking permits
- North Mercer RPD residents can apply for a permit for a temporary contractor who needs on-street parking in the North Mercer RPD for more than two (2) consecutive days.

## Number of Permits Issued

The City provided Walker with historical North Mercer RPD parking permit data.

- 2014/2015: 161 permits issued
- 2016/2017: 84 permits issued
- 2018/2019: 105 permits issued
- 2020/2021: 79 permits issued
- 2022/2023: 49 permits issues to-date

## Bikeshare Pilot Program

From July 16, 2018, to October 17, 2018, the City of Mercer Island launched a 3-month free-floating bikeshare pilot program intended to provide new mobility options for residents commuting to and from the Park & Ride, as well as other users who may wish to conduct errands or travel around the Island car-free, as a supplement to local public transit options.

For three months, the City and bikeshare provider LimeBike offered a fleet of 25 electric-assist rental bicycles available to any rider. This program was offered in addition to the City's rideshare pilot program (with Lyft and Uber) as another way to help reduce Single Occupant Vehicle (SOV) usage, decrease congestion, and improve mobility options. The costs of the bikeshare program were \$1 to unlock and \$0.15/minute to ride.

Although this pilot has now ended, LimeBike continues to operate on the Island with City permission.

## Ride Share Pilot Program

From April 23, 2018, to October 31, 2018, the City launched a 6-month ride share pilot program through Uber and Lyft to help commuters access the Mercer Island Park & Ride (8000 North Mercer Way) without the need for a personal vehicle. The program was designed to alleviate parking demand at the park and ride facility.

The ride share program only covered travel in Mercer Island and was available Monday through Friday 24 hours/day. All rides were required to originate or terminate at the park and ride.

Fares to ride were discounted and were as follows:

- Phase 1 (April 23, 2018-July 21, 2018) – \$2 per person, per ride
- Phase 2 (August 1, 2018-October 31, 2018) – \$2 per shared ride, \$5 per solo rider

## Current Parking Enforcement Practices

Walker Consultants conducted phone conversations with City staff to better understand current parking enforcement practices in the City. Below are key findings from these discussions:

- Currently, there is one (1) staff member conducting parking enforcement as part of their job duties.

- Three (3) to four (4) patrol officers are typically patrolling the island at one time. They have authorization to conduct parking enforcement but typically focus on moving violations.
- Due to the limited staff allocated to parking enforcement, the officer can never spend a full day conducting parking enforcement.
- Historically, there have been issues with spillover of parking from the park and ride. However, because of the COVID-19 pandemic, and the decrease in commuter travel, there have been fewer issues with parking spillover from the park and ride recently.
- Typically, enforcement is concentrated in the “problem areas” such as near certain multifamily developments.
- Enforcement is conducted in the two (2) hour zones, but, due to the limited enforcement staff available, it is difficult to identify the 2-4-hour violations.
- The most frequent types of violations being issued are expired tags, parking over the 72-hour limit, or parking in no parking zones.
- There are issues with employees and residents parking in commercial parking spaces all day.
- The City uses automated license plate readers (ALPR) to conduct parking enforcement.
- There currently is not a graduated citation fine schedule to address those who conduct repeat parking violations.

## Current Town Center Parking Agreements

The City provided Walker with copies of the following shared parking agreements for properties in the Town Center:

- 7800 Plaza: 7800 SE 27<sup>th</sup> Street – 35 shared spaces available to the public
- Aviara: 2441 76<sup>th</sup> Ave SE – 20 shared spaces available to the public
- The Mercer: 7650 SE 27<sup>th</sup> Street – 35 spaces shared between two buildings within the development
- Hadley: 2601 76<sup>th</sup> Ave SE – 58 shared spaces available to the public

Shared parking agreements are also in place for the following Town Center properties, but copies of the agreements were not available to review:

- 77 Central (2630 77<sup>th</sup> Ave SE) – 16 shared spaces available to the public
- Island Square (2758 78<sup>th</sup> Ave SE) – 48 shared spaces available to the public

### 7800 Plaza: 7800 SE 27<sup>th</sup> Street

7800 Plaza is a mixed-use commercial/residential development located in Town Center. In 2013, a parking agreement was established between the Owner and the City of Mercer Island. Per City of Mercer Island Municipal Code (MICC), because the Owner wished to convert a portion of the buildings to office space, which decreased the percentage of required retail/restaurant/personal services on the ground floor below 60%, public parking must be provided. Per the agreement, a total of 35 spaces were made available to the public.

The following requirements are placed on the public spaces:

- The public must have 24-hour access to the spaces on a first-come, first-served basis.
- Each public space must be clearly marked with signage, which is subject to City approval.
- The Owner may establish a maximum parking time limit no less than two (2) hours.
- The Owner may designate one (1) or more public spaces exclusively for electric vehicle charging for use by the public or an operator of a car sharing service that makes vehicles available for public use.
- The Owner can require that the motorist parking in the public space patronize at least one business in the development, but the motorist is entitled to leave the development without moving their vehicle.

- The Owner cannot charge for parking in the public parking spaces unless the Owner demonstrates (and gets City approval) that parking fees are necessary to achieve parity because most of the short-term public parking in the Town has become fee parking.

## Aviara: 2441 76th Ave SE

Aviara is a mixed-use commercial/residential development located in Town Center. The developer requested to replace 20 standard parking spaces with 10 tandem spaces. Based on materials provided to the City, the City agreed that there would be sufficient parking with the proposed change (per the projected parking demand for the building and per the City's minimum parking requirements). As consideration for allowing the changes to the number of standard parking spaces, the City and the Owner entered into an agreement in which the Owner was required to set aside 20 parking spaces for public use (not allocated to a particular tenant).

The following requirements are placed on the public spaces:

- The public spaces must be made available to the public on a first come, first-served basis.
- The public space must be clearly marked stating "unreserved parking stalls – general public use."
- The Owner may establish a maximum parking time limit no less than three (3) hours.
- The spaces must be open no later than 8:00 a.m. and close no earlier than 9:00 p.m. or until all businesses in the building have closed, whichever is later.
- The Owner cannot charge for parking in the public parking spaces unless the Owner demonstrates (and gets City approval) that parking fees are necessary to achieve parity because most of the short-term public parking in the Town has become fee parking.

## The Mercer: 7650 SE 27th Street

In 2005, the applicant proposed to build approximately 235 market-rate units, 18,000 square feet of retail/restaurant/office/live-work and/or service space, and 398 parking spaces. The applicant proposed to construct the Project in two phases, the first phase denoted as "Building A" and the second phase denoted as "Building B." A perpetual parking easement agreement was established in 2005 to address any shortfall of parking for Building A created during the construction of Building B. The agreement is established between the two building owners and allows for 35 parking spaces to be accommodated on the Building B portion of the property. This shared agreement is unique in Town Center in that it explicitly prohibits walk-off parking.

## Hadley: 2601 76th Ave SE

The Hadley is a mixed-use retail/residential development located in Town Center. The applicant proposed a mixed-use building with approximately 209 apartment units, 11,000 square feet of retail and commercial space, and 214-267 parking spaces. Per the development agreement between the applicant and the City, a minimum of 58 parking spaces shall be made available for public parking.

The following requirements are placed on the public parking spaces:

- The Owner may establish a maximum parking time limit no less than two (2) hours.
- The Owner can require the motorist patronize at least one business in the development but otherwise will be entitled to leave the development without moving their vehicle.
- The City shall require a greater number of parking spaces be available for public parking during periods when residential use of parking is expected to be less than the parking supply, considering the shared parking concept.

# Regulatory Analysis

## Town Center Parking Requirements

The Mercer Island City Code (MICC) establishes Town Center Development and Design Standards, including standards for parking, vehicular, and pedestrian circulation. The following key objectives apply for parking, vehicular, and pedestrian circulation, as relevant to the parking study:

- The Town Center should be accessible for vehicles but have an emphasis toward the needs of pedestrians.
- Development should maintain mobility and maximize opportunities for alternative modes of transportation.
- The harmonious integration of pedestrian and transit user circulation should be considered in every aspect of site design.
- Development shall provide adequate parking with safe and convenient pedestrian access.
- Parking stalls shall be located within a structure, underground, or behind buildings.
- Parking structures should not dominate the street frontage and must blend with the building's architectural theme.
- Creatively designed, clean, and functional pedestrian connections are encouraged to provide access through-blocks, between properties, and/or to and from the public right-of-way.

**TABLE 3** summarizes the current parking requirements in the Mercer Island Town Center. These requirements apply to new development and remodels greater than 10% of the existing gross floor area.

FIGURE 3 MERCER ISLAND TOWN CENTER PARKING REQUIREMENT

	Requirement <sup>1</sup>	Metric
<b>Retail</b>		
General Retail	2-3	Per 1,000 SF GFA
Restaurant/Deli/Bakery/Food	5-10	Per 1,000 SF GFA
Hotel	See Metric Column	1 per guest room plus $\frac{2}{3}$ per employee on shift, plus 5 per 1,000 square feet of retail/office
<b>Office</b>		
Financial Services	3-5	Per 1,000 SF GFA
Health/Barber/Beauty	4-5	Per 1,000 SF GFA
Other Professional Services	3-5	Per 1,000 SF GFA
<b>Residential</b>		
Non-Senior	1-1.4 <sup>2</sup>	Per Unit
Senior	0.3-1	Per Unit
<b>Libraries/Museums/Public Buildings</b>	3-5	Per 1,000 SF GFA
<b>Assembly or Meeting Spaces</b>	See Metric Column	1 space for 3 seats up to 1 space for 5 seats, plus 2 spaces for 3 employees
<b>Other Uses – Non-specified</b>	See Metric Column	As determined by the code official

<sup>1</sup>For mixed-use or residential projects, if an applicant provides more parking than 1.25 spaces/dwelling unit for any part of a project consisting of residential units or 2.5 spaces/1,000 SF for any part of a project that is not used for residential units, such additional parking shall either be underground or on the second or higher story of structured parking.

<sup>2</sup>Site specific deviations to allow less than 1 stall per unit may be allowed based on a detailed parking analysis and with approval of the code official.

Source: Mercer Island City Code Section 19.11.130.

Most of the land uses listed in the table above have a range of parking requirements. The code official has the final authority to determine the number of parking stalls required within the ranges to accommodate typical daily peak parking demand based upon the applicant's submittal of a completed site plan and detailed parking analysis.

## Town Center Shared Parking

When shared off-street parking facilities for two or more uses are proposed, the City code allows for parking reductions of up to 50% due to shared parking. A parking demand study prepared by a professional traffic engineer is required that demonstrates parking demand for all land uses shall not significantly overlap and that uses will be served by adequate parking is shared parking reductions are authorized.

Shared parking applies to both single on-site common parking facilities and off-site facilities. If off-site facilities are used, all facilities must be connected to improved pedestrian facilities and no building or use should be more than

1,320 feet walking distance from the most remote shared parking facility. For shared parking owned by one or more different property owners, a covenant or other contract for shared parking is required.

## Town Center Parking Design Standards

The required parking stall dimensions are as follows:

- Standard stall: 9' by 18.5'
- Compact stall: 8.5' by 16'
  - No more than 50% of the required spaces for office and residential uses can be designed for accommodating compact vehicles.
  - No more than 25% of the required spaces for all other uses can be designed for accommodating compact vehicles.

The parking aisle width requirements are as follows:

- One-way traffic
  - 18' for parking angled at 45° or higher
  - 12' for parallel parking
- Two-way traffic: 24'

Additional design standards that apply to Town Center include:

- Restricting vehicular and pedestrian access between adjoining parking lots at the same grade is prohibited.
- Location of surface parking
  - All surface parking lots shall be located behind building structures.
  - Parking lots shall not be located on a corner facing an intersection.
- Design of surface parking and pedestrian access
  - The number of parking lot entrances, driveways and curb cuts should be minimized in favor of combined driveways and coordinated parking areas among business owners. Individual parking entrances and curb cuts on 78<sup>th</sup> Avenue SE should be consolidated.
  - Pedestrian walkways should be provided through all parking lots. Raised concrete pavement should be provided where the walkway traverses between parking stalls and/or is adjacent to vehicular circulation.
  - All parking areas, landscaping areas, and driveways should be surrounded by six-inch-high vertical concrete curbs.
  - All landscape and pedestrian areas should be protected from encroachment by parked cars. Wheel stops two feet wide (as measured outward from the paved or planted area) should be constructed for all nonparallel parking stalls.
  - Amenities such as seating and planters should be provided to encourage pedestrian circulation.
- Design of parking structures
  - Parking structures should be architecturally integrated or designed with an architectural theme like the main building.
  - A floor of a parking structure should not face the street. If the design commission determines that there is no feasible alternative to a street-facing floor of a parking structure, then the perimeter of the floor of a parking structure facing the street should have a screening mechanism designed to shield vehicles and any mechanical appurtenances from public views.
  - An architectural treatment, landscaping, and/or space for pedestrian-oriented businesses along the street-side edges of the parking structure shall be provided.
  - Where possible, pedestrian elevators and stairwells serving structured parking shall be in a public lobby space or out onto an active public street.



- Signs indicating the location of parking available to the public shall be installed as approved by the design commission and city engineer. Such signs shall be installed at the entrance to the parking lot/garage along the street and within the parking lot/garage and shall comply with parking signage standards for the Town Center approved by the design commission and city engineer.
- Off-street loading space with access to a public street shall be required adjacent to or within or underneath each building. Such loading space shall be of adequate size to accommodate the maximum number and size of vehicles simultaneously loaded or unloaded in connection with the business or businesses conducted in the building. No part of the vehicle or vehicles using the loading space may protrude into the public right-of-way.
- Drive-through facilities and stacking lanes should not be located along the street frontage of a building that faces a right-of-way. Stacking lanes shall be designed to accommodate all vehicles on site, and no part of a vehicle using a drive-through facility shall protrude into the public right-of-way.
- On-site public parking is required for any new mixed use or nonresidential development. The requirements do not prevent a building owner from designating parking spaces as being available to the public exclusively for electric vehicle charging or as being available exclusively to an operator of a car sharing service that makes vehicles available for public use. The public parking requirements should avoid conflict with the shared parking requirements.
  - All parking stalls provided for nonresidential uses, or if the primary use in the building is office then for nonoffice uses, or if the primary use of the building is hotel/motel then for non-hotel/motel uses, shall be available for public parking; provided, however, parking stalls that the code official concludes were required to be dedicated for the use of a specific tenant in accordance with a written lease provision in effect as of January 12, 2013, and which were specifically signed for that purpose on January 12, 2013, may be excluded from this requirement until the earlier of the expiration, termination, modification or amendment of the lease.
  - Public parking stalls shall be available to motorists for such maximum time as is determined by the owner, which shall not be less than two hours.
  - An owner may require that the motorist patronize at least one business in the development but otherwise the motorist will be entitled to leave the development without moving the parked vehicle, subject to the maximum time specified by the owner.
  - Once public parking is provided, it may not thereafter be eliminated unless the development changes use that does not require public parking.
  - Public parking under this provision shall not be required for a new mixed use or nonresidential development that is: (i) two stories or less, and (ii) no greater than 10% of the total gross floor area of all existing structures on the parcel as of October 30, 2015.
- Up to 50% of parking spaces required for offices uses may be allocated for residential uses between 6:00 p.m. and 7:00 a.m. weekdays and at all times on weekends and national holidays.

## Guidance from the 2016 Town Center Vision

The Town Center Vision Statement<sup>4</sup> describes a lively, livable, economically active Town Center that meets the needs of daily users and has a small-town feel. This vision is a place where people can live, work, and play amidst parks and well-landscaped streets, with safe transportation options for people of all abilities and travel choices. Outdoor spaces are enlivened with water features, gathering areas, outdoor dining, and greenery. Space dedicated to housing, businesses, offices, and other users are attractive and create a fine-grain, human-scale town core. Relevant to this parking study, the Town Center Vision describes a place where parking is available but not dominate, uses are geared towards people travelling by foot or bicycle, and streets provide travel options for everyone.

<sup>4</sup> "Draft Updated Town Center Vision Statement" City of Mercer Island, accessed December 19, 2022. [https://www.mercerisland.gov/sites/default/files/fileattachments/community/page/9321/draftupdated\\_tc\\_visionstatement-2015.pdf](https://www.mercerisland.gov/sites/default/files/fileattachments/community/page/9321/draftupdated_tc_visionstatement-2015.pdf)

## Guidance from the Mercer Island Comprehensive Plan

The Mercer Island Comprehensive Plan, last updated in 2016<sup>5</sup>, describes local land use policies that will be coordinated with transportation plans to provide safe, functional surfaces for vehicles, bikes, and pedestrians while avoiding local “gridlock.” Pedestrian walks linking activities will continue to be a high community priority. A detailed summary of the Comprehensive Plan’s Land Use Element<sup>6</sup> and Transportation Element<sup>7</sup> is available in Appendix D. A summary of objectives relevant to this Study includes:

- Create a mixed-use Town Center with pedestrian scale and connections. (Land Use Goal 1)
- Be convenient and accessible to people of all ages and abilities, including pedestrians, bicyclists, transit users, and motorists. (Land Use Goal 6)
- Encourage improved access to transit, bicycle, pedestrian, and shared parking facilities to reduce trip generation and provide transportation alternatives, particularly for secondary trips once users reach the Town Center. (Land Use Goal 9.2)
- Encourage the most efficient use of the transportation system through effective management of transportation demand and the transportation system. (Transportation Goal 1)
- Balance the maintenance of quality Mercer Island neighborhoods with the needs of Mercer Island's transportation system. (Transportation Goal 9)
- Ensure parking standards support the land use policies of the Comprehensive Plan. (Transportation Goal 11)
- Promote bicycle and pedestrian networks that safely access and link commercial areas, residential areas, schools, and parks within the City. (Transportation Goal 12)

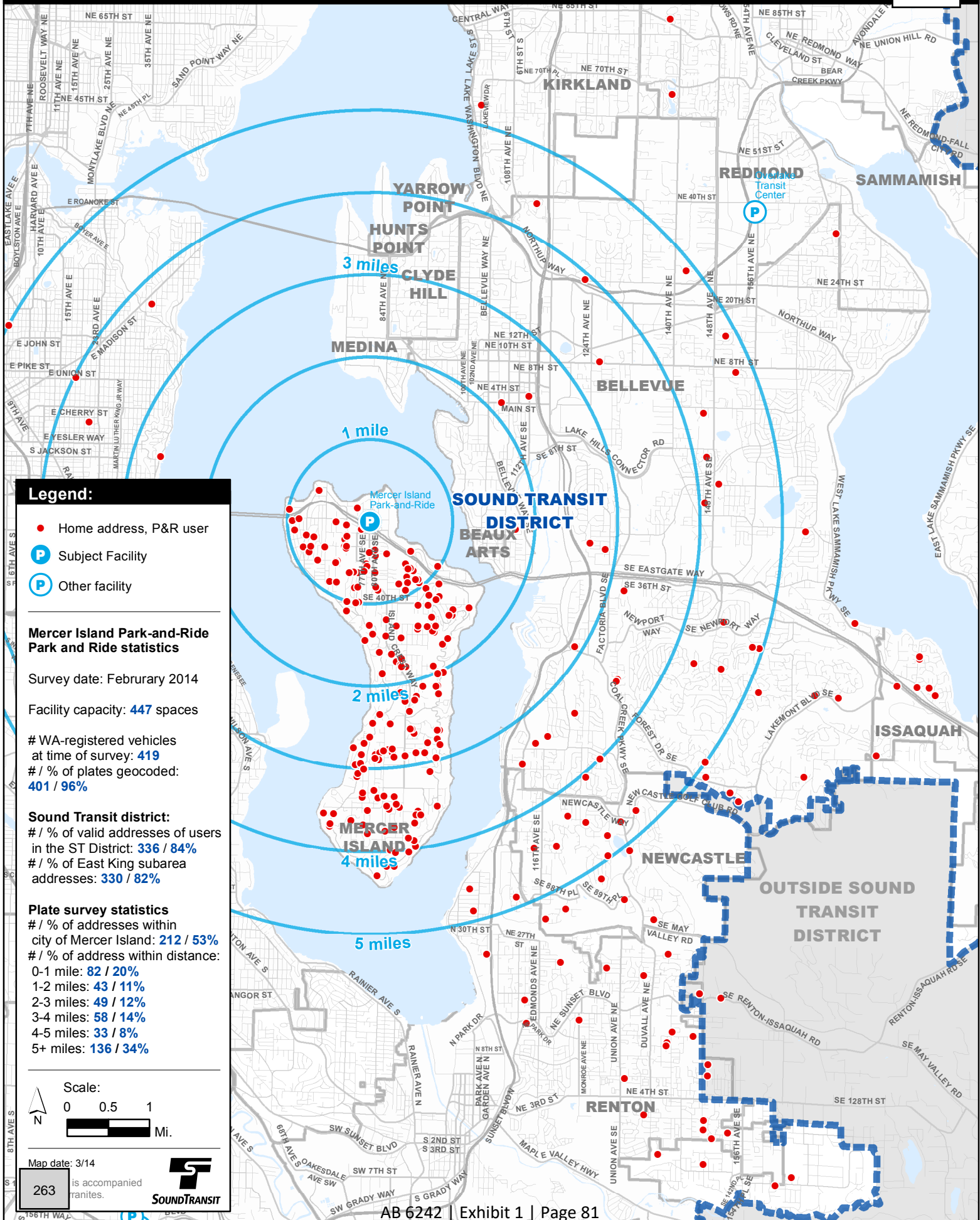
<sup>5</sup> As of the publication of the Town Center Parking Study in early 2023, the City of Mercer Island was updating the Comprehensive Plan, including adding an Economic Development element.

<sup>6</sup> “Mercer Island Comprehensive Plan, 2. Land Use Element, V. Land Use Policies, Town Center”. City of Mercer Island, accessed December 19, 2022. [https://library.municode.com/wa/mercer\\_island/codes/comprehensive\\_plan?nodeId=MEISCOPL\\_2LAUSEL\\_VLAUSPO\\_TOCE](https://library.municode.com/wa/mercer_island/codes/comprehensive_plan?nodeId=MEISCOPL_2LAUSEL_VLAUSPO_TOCE)

<sup>7</sup> “Mercer Island Comprehensive Plan, 4. Transportation Element, II. Transportation Goals and Policies”, City of Mercer Island, accessed December 19, 2022. [https://library.municode.com/wa/mercer\\_island/codes/comprehensive\\_plan?nodeId=MEISCOPL\\_4TREL\\_IITRGOPO](https://library.municode.com/wa/mercer_island/codes/comprehensive_plan?nodeId=MEISCOPL_4TREL_IITRGOPO)

# Mercer Island Park-and-Ride License Plate Survey

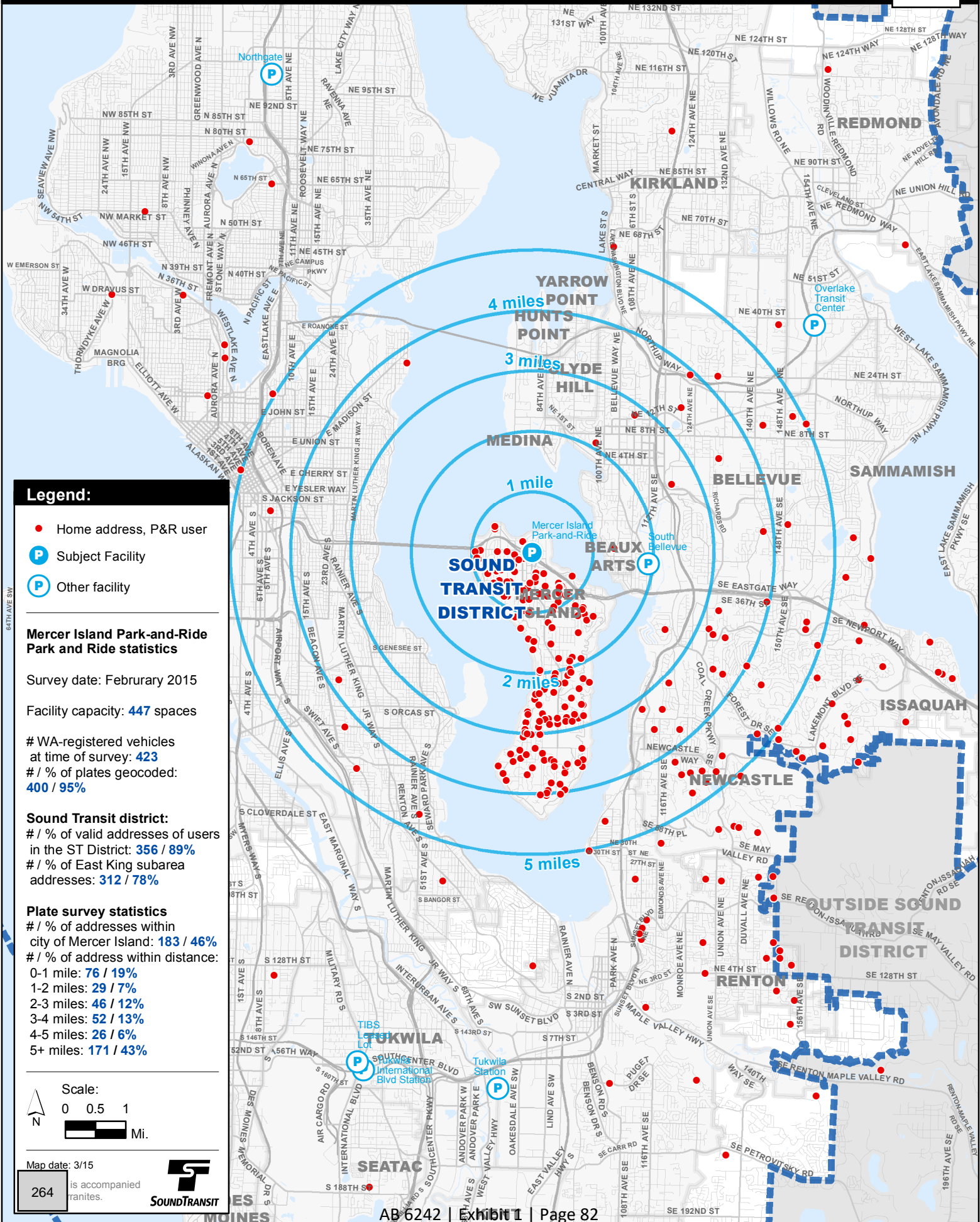
Item 8.





# Mercer Island Park-and-Ride License Plate Survey

Item 8.





# AB6242 Draft Town Center Parking Study Report Handoff

Mercer Island City Council | March 21, 2023







# Agenda

- Washington State Legislature Impacts
- Project Overview
- Report Structure and Contents
- Implementation: “Quick Wins”
- City Council Action Tonight
- Discussion

# Washington State Legislative Session

- State Legislature currently in session
- SB 5466, if passed, would prevent cities from requiring off-street parking in future developments in Town Center.
- Other bills may also result in impacts to the City's ability to require parking as part of developments.
- Staff recommend **pausing** work on the Town Center Parking Study until the legislative session concludes.

# Town Center Parking Goals

1. Create a parking program that activates Town Center, supports small businesses, and enhances Town Center visitor experience.
2. Ensure Island residents have priority access to public transportation.
3. Determine if on-site commercial and multi-family residential parking is adequately utilized. Identify options for increasing and/or regulating its use.





# Project Timeline





# Report Structure

- A. Project Overview
- B. Parking Inventory and Utilization
- C. Community Engagement Activities
- D. Strategy Recommendations
- E. Implementation
- F. Appendices

Report available for community to read:

<https://letstalk.mercergov.org/tc-parking-study>

## Section D. Strategy Recommendations

- Three strategies to **manage on-street parking supply, increase parking convenience & efficiency**, and **expand travel mode options**.
- Each strategy includes specific **recommendations** (1a., 1b., etc.)
- Recommendations are supported by **current conditions**, key **actions**, and primary **reasoning** to support their implementation.

Strategies & Recommendations	Implement
<b>Strategy #1: Manage the on-street public parking supply.</b>	
Revise on-street parking time limits to be two-hours throughout Town Center.	1-3 years
Monitor the RPD and Town Center Parking permit programs. Modify them as needed to prepare for future parking impacts caused by increases in commuter traffic and the opening of the East Link Extension.	4-6 years
Create additional 30-minute loading and 3- and 10-minute pickup/drop-off spaces on-street.	1-3 years
Add more ADA parking on-street.	4-6 years
Implement additional enforcement of Town Center's on-street parking regulations, including education and marketing campaigns.	1-3 years
Consider paid parking in Town Center and deploy technology to create easier use and enforcement.	7-10 years
<b>Strategy #2: Improve the convenience and efficient supply of parking.</b>	
Improve awareness of and navigation to Town Center's range of parking options.	1-3 years
Promote agreements for public use of currently underutilized private parking.	4-6 years
<b>Strategy #3: Expand travel mode choices through programs and infrastructure investments.</b>	
Add bicycle parking.	1-3 years
Study options to allow more flexibility related to parking requirements for new businesses.	4-6 years
Implement a proactive Transportation Demand Management Program for new development.	4-6 years
Study options to reconfigure some Town Center streets with considerations for adding parking and loading, improving walking and bicycling facilities, improving wayfinding and access, and ensuring area streets are calm and safe for all users.	7-10 years
Create more community gathering spaces.	7-10 years



# Manage on-street public parking supply.

- Begins on **page 15** of the report
- Six recommendations seek to make on-street parking:
  - Easier to find for each user type – visitors, employees, commuters, delivery operators, and others.
  - Consistently regulated throughout Town Center.
  - Better enforced to help increase availability.
  - More conducive to “parking once” and being able to walk to multiple destinations.





# Improve the convenience and efficiency of public parking.

- Begins on **page 24** of the report
- Two recommendations seek to improve parking to be:
  - More available, accessible, and apparent to all users in both on- and off-street locations.
  - Navigable to and from parking and to destinations.

## Expand travel mode options through programs and infrastructure investments.



- Begins on **page 27** of the report
- Five recommendations seek to improve Town Center mobility to be:
  - More convenient and safer for people traveling by any mode.
  - Supportive of active, mixed uses, including more businesses and housing options, that can easily be reached by walking, biking, and other mobility devices.
  - Balanced so streets and parking are less physically intrusive and do not dominate.
  - Connected to regional trail networks for pedestrian and bike/wheeled users.

## Section E. Implementation

- Begins on **page 34** of the report
- Includes Implementation Matrix with timing, resource needs, and other considerations for each recommendation
- Also includes ongoing activities for consideration to evaluate and inform future decisions for Town Center parking program



Strategy		Recommendation	Anticipated Investment	Timing	Implementation Considerations
Manage the on-street public parking supply.	1a	Revise on-street parking time limits to be consistent throughout Town Center.	\$\$	1-3 years	<b>Coordinate efforts</b> – This action requires resources to educate the public about new parking regulations, evaluate the effectiveness, and monitor impacts such as displacement of daylong parkers or spill over into other parking areas. These efforts could be coordinated with other actions for efficient implementation.
	1b	Monitor the RPD and Town Center Parking permit programs. Modify them as needed to prepare for future parking impacts caused by increases in commuter traffic and the opening of the East Link Extension.	\$\$	1-3 years	<b>Coordinate efforts</b> – Permit holders who regularly park in the on-street parking spaces designated for these permit programs may need to adjust their parking behavior, including potentially finding other locations to park and changing their arrival time. Communications about program changes could be coordinated with other marketing and outreach related to Town Center parking (e.g. messaging about changes to parking time limits) as appropriate.
	1c	Create additional 30-minute loading and 3- and 10-minute pickup/drop-off spaces on-street.	\$	1-3 years	<b>Coordinate efforts</b> – Short-term loading zones require consistent enforcement to ensure time-limit compliance and use only by those actively performing deliveries, loading, etc. This enforcement could be coordinated with other proposed enforcement activities.
	1d	Add more ADA parking on-street	\$\$\$	4-6 years	<b>As-needed</b> – Installing new ADA spaces may reduce the number of non-ADA, on-street parking spaces and will require repurposing some portions of sidewalk for clearance zones and ramps. There are no national or local standards for quantity of on-street ADA parking spaces, so consider input from potential ADA parking users, residential building managers, business owners, and commercial property owners/managers before adding new supply.
	1e	Implement additional enforcement of Town Center's on-street parking regulations, including education and marketing campaigns.	\$\$\$	1-3 years	<b>Enhance existing programs</b> – Mercer Island PD currently operates three patrol vehicles equipped with automatic license plate reader (ALPR) technology. One patrol vehicle's ALPR system links to the City's parking enforcement technology. Linking the other two vehicles to this enforcement system could effectively triple MIPD's capacity to enforce Town Center parking more regularly.
	1f	Consider paid parking in Town Center and deploy technology to create easier use and enforcement.	\$\$	7-10 years	<b>As-needed</b> – Supply management actions are intended to build upon each other, and earlier actions may alleviate the need to take more drastic measures, such as implementing paid parking. However, this is a proven solution in changing parking user behavior.
Improve the convenience and efficient supply of parking.	2a	Improve awareness of and navigation to Town Center's range of parking options.	\$\$	1-3 years	<b>Enhance existing programs</b> – The City partially implemented a signage strategy using Port of Seattle funding in 2018/2019 and could build upon this existing work to improve wayfinding in and around Town Center.
	2b	Promote agreements for public use of currently underutilized private parking.	\$\$\$	4-6 years	<b>As-needed</b> – Parking agreements can be time-consuming to negotiate, and private parking owners understandably have concerns about liability, compensation, enforcement, and ensuring parking supply for their direct customer base. These agreements will also require some financial compensation for use of shared spaces, but the cost of doing so is typically significantly lower than the cost to construct and maintain new parking spaces.
Expand travel mode choices through programs and infrastructure investments.	3a	Add bicycle parking.	\$	1-3 years	<b>Pilot program opportunity</b> – The City has unused bicycle racks that can be quickly deployed in various locations and monitored for use to inform future permanent infrastructure decisions.
	3b	Study options to allow more flexibility related to parking requirements for new businesses.	\$	4-6 years	<b>Code update required</b> – This likely requires a labor-intensive, time-consuming code update as well as other analysis, such as conducting a development pipeline parking study and monitoring state legislation that may prohibit imposing parking minimums in the future.
	3c	Implement a proactive Transportation Demand Management Program for new development.	\$\$	4-6 years	<b>As-needed</b> – TDM programs require staff time to review, administer, and monitor, and Town Center may not have a critical mass of larger employers with whom significant impacts can be made through a TDM program.
	3d	Study options to reconfigure some Town Center streets with considerations for adding parking and loading, improving walking and bicycling facilities, improving wayfinding and access, and ensuring area streets are calm and safe for all users.	\$\$\$	7-10 years	<b>Coordinate efforts</b> – This work could integrate into other studies and/or capital projects planned for Town Center.
	3e	Create more community gathering spaces.	\$\$	7-10 years	<b>Pilot program opportunity</b> – The City saw success with temporary outdoor dining and other informal gathering spaces during the COVID-19 pandemic and could build on those pilot efforts to gather additional data to inform decisions to build formal gathering spaces.

# Implementation: “Quick Wins”

- Update parking counts, including counting Mercer Island Park & Ride and Town Center/RPD permit zones. (1b)
- Observe ADA parking usage. (1d)
- Evaluate and modify parking citation fees. (1e)
- Improve wayfinding to and promote availability of public parking in parking garages. (2a)
- Observe bicycle usage and identify locations for/relocate additional bicycle parking. (3a)
- Phase in conversion to two-hour parking limits depending on observed congestion/lack of turnover. (1a)

# City Council Action Tonight

**Option 1:** Move to suspend work on the Town Center Parking Study until the conclusion of the Washington State Legislative Session.

**Option 2:** Move to commence the public outreach period on the draft Town Center Parking Study report, concluding with a public hearing on April 18, 2023.

or

Other action as directed by City Council.



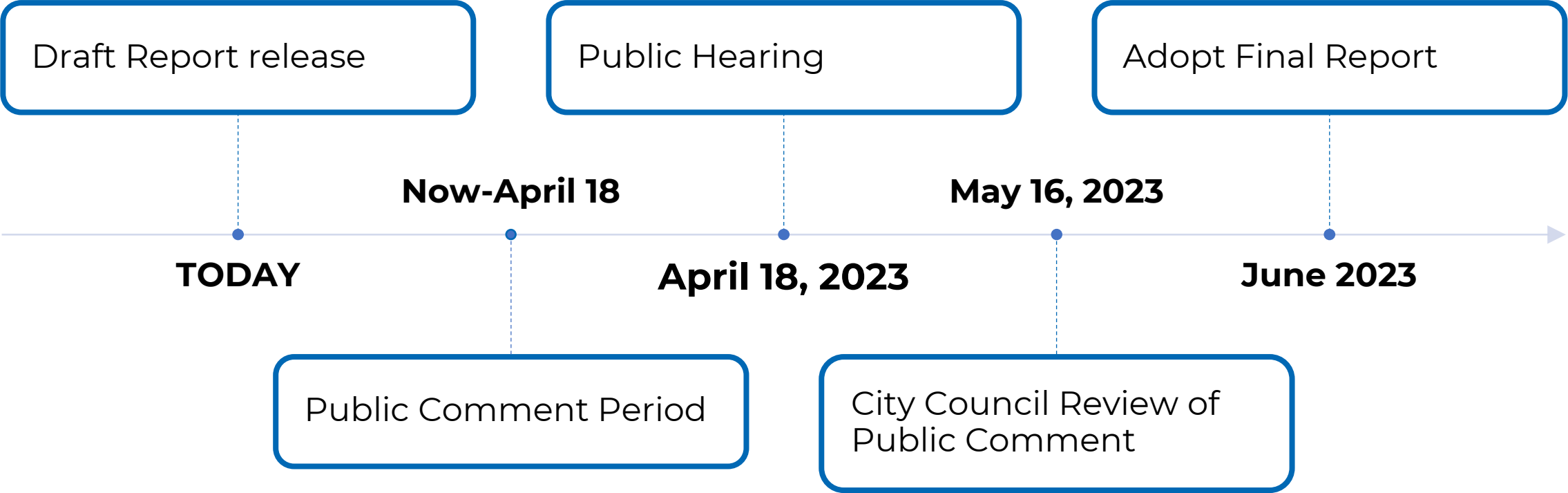
# Discussion



# Opportunities for Comment

- Draft report available for the community to review on Let's Talk:  
**<https://letstalk.mercergov.org/tc-parking-study>**
- Review and provide feedback:
  - Post your comments on Let's Talk
  - E-mail Sarah Bluvas at **[sarah.bluvas@mercerisland.gov](mailto:sarah.bluvas@mercerisland.gov)**
  - Attend the Public Hearing scheduled for April 18 (details on Let's Talk)
- Comment on the report through April 18

# Next Steps + Schedule





# 2023 PLANNING SCHEDULE

Item 9.

Please email the City Manager & City Clerk when an agenda item is added, moved, or removed.

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

APRIL 4, 2023		DD	FN	CA	Clerk	CM
ABSENCES:		3/24	3/27	3/27	3/28	3/28
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
60	AB xxxx: Police Department Annual Report			Ed Holmes		
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: March 24, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Autism Acceptance Month, Proclamation No. xxx			Mayor Nice/ Andrea Larson		
--	AB xxxx: Climate Action Plan: Final Adoption			Jason Kintner/Ross Freeman		
--	AB xxxx: Sexual Assault Awareness Month, Proclamation No. xxx			Mayor Nice/Andrea Larson		
REGULAR BUSINESS						
EXECUTIVE SESSION						

APRIL 18, 2023 ABSENCES:		DD 4/7	FN 4/10	CA 4/10	Clerk 4/11	CM 4/11
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: April 7, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Earth Day Proclamation No. xxx			Jason Kintner/Ross Freeman		
--	AB xxxx: Town Center Parking Study Final Report Adoption			Sarah Bluvus/Jason Kintner/ Jeff Thomas/Ed Holmes/Mike Seifert		
REGULAR BUSINESS						
30	AB xxxx: Financial Status Update: FY 2022 Year-End and Budget Amending Ordinance (Ord. No. 23-xx)			Matt Mornick/Ben Schumacher		
30	AB xxxx: Ordinance amending the Mercer Island City Code Title 17, Construction Codes to implement the 2021 Amendments to the State Building Code (First Reading Ord. No. 23C-xx)			Jeff Thomas/Don Cole/Jeromy Hicks		
EXECUTIVE SESSION						

APRIL 25, 2023 MID YEAR PLANNING SESSION		DD 4/14	FN 4/17	CA 4/17	Clerk 4/18	CM 4/18
ABSENCES:						
ITEM TYPE   TIME   TOPIC				STAFF		
	AB xxxx: 2022 Community Member of the Year Nomination			Ali Spietz/Andrea Larson		
	AB xxxx: Financial Update			Matt Mornick		
	AB xxxx: Recap of 2023 Legislative Session – Work Plan Impacts			Jessi Bon		
	AB xxxx: Discussion of Residential Development Standards Review/Scoping of Work Item			Jeff Thomas		

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

MAY 16, 2023		DD 5/5	FN 5/8	CA 5/8	Clerk 5/9	CM 5/9
ABSENCES:						
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: May 5, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		
	AB xxxx: Public Display of Fireworks Permit Issuance – Summer Celebration			Ben Lane/Jeromy Hicks		
REGULAR BUSINESS						
30	AB xxxx: 2023 Board & Commission Annual Appointments (Res. No. xxxx)			Mayor Nice/Deputy Mayor Rosenbaum/Andrea Larson		



15	AB xxxx: Financial Status Update for the First Quarter 2023 and Budget Amending Ordinance (Ord. No. 23-xx)	Matt Mornick/Ben Schumacher	Item 9.
EXECUTIVE SESSION			

JUNE 6, 2023		DD	FN	CA	Clerk	CM
ABSENCES:		5/26	5/26	5/26	5/30	5/30
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: May 19, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Pride Month Proclamation No. xxx			Mayor Nice/Merrill Thomas-Schadt		
REGULAR BUSINESS						
30	AB xxxx: Adoption Of 2024-2029 Six-Year Transportation Improvement Program (Public Hearing Continued From May 2 Meeting And Adoption)			Jason Kintner/Patrick Yamashita/Lia Klein		
EXECUTIVE SESSION						

JUNE 20, 2023			DD	FN	CA	Clerk	CM
ABSENCES:			6/9	6/12	6/12	6/13	6/13
ITEM TYPE   TIME   TOPIC					STAFF		
STUDY SESSION							
30	AB xxxx: Financial Management Software Implementation Update				Matt Mornick/ Gracie Liu		
SPECIAL BUSINESS							
CONSENT AGENDA							
--	AB xxxx: June 2, 2023 Payroll Certification				Ali Spietz/Nicole Vannatter		
REGULAR BUSINESS							
EXECUTIVE SESSION							