CITY OF MERCER ISLAND
CITY COUNCIL REGULAR HYBRID MEETING
Tuesday, November 18, 2025 at 5:00 PM

MERCER ISLAND CITY COUNCIL:

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

LOCATION & CONTACT:

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

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

The hybrid meeting will be live streamed on the City Council's YouTube Channel.

Individuals wishing to speak live during Appearances (public comment period) or during the Public Hearings must register with the City Clerk at 206.275.7793 or cityclerk@mercerisland.gov before 4 PM on the day of the Council meeting. Each speaker will be allowed to speak for three (3) minutes. A timer will be visible to online to speakers, City Council, and meeting participants.

Written comments may be sent to the City Council at council@mercerisland.gov.

Join the meeting at 5:00 PM (Appearances and the Public Hearings will start sometime after 5:00 PM) by:

- **Telephone:** Call 253.215.8782 and enter Webinar ID 897 0362 6818 and Password 730224
- **Zoom:** Click this link (Webinar ID 897 0362 6818; Password 730224)
- **In Person:** Mercer Island Community & Event Center – Slater Room Council Chambers (8236 SE 24th Street, Mercer Island, WA 98040)

MEETING AGENDA - AMENDED

CALL TO ORDER & ROLL CALL, 5:00 PM

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

SPECIAL BUSINESS

1. Eastside Fire and Rescue Fire Chief Recognition

CITY MANAGER REPORT

APPEARANCES

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

CONSENT AGENDA

2. AB 6806: November 10, 2025 Payroll Certification

Recommended Action: Approve the November 10, 2025 Payroll Certification in the amount of $1,039,635.78 and authorize the Mayor to sign the certification on behalf of the entire City Council.

3. AB 6807: Certification for Claims Paid October 16, 2025 through October 31, 2025

Recommended Action: Approve the October 16, 2025 through October 31, 2025 Accounts Payable Certification of Claims in the amount of $2,399,259.81 and authorize the Mayor to sign the certification on behalf of the entire City Council.

4. City Council Regular Hybrid Meeting Minutes of November 4, 2025

Recommended Action: Approve the City Council Regular Hybrid Meeting Minutes of November 4, 2025.

5. AB 6777: 2024 Police Department Annual Report

Recommended Action: Receive report. No action necessary.

6. AB 6805: Confirmation of the Municipal Court Judge Reappointment

Recommended Action:
1. Adopt Resolution No. 1686 confirming the reappointment of Judge Jeff Gregory to continue as the Mercer Island Municipal Court Judge for a four-year term, effective January 1, 2026 through December 31, 2029.
2. Authorize the City Manager to execute the Municipal Court Judge Employment Agreement, substantially in the form attached as Exhibit A to Resolution No 1686, and to execute future amendments to the Agreement based on needs and changes to the Municipal Court's operations, provided that financial impacts of the amendments are within the approved budget.

7. AB 6809: Omnibus Ordinance Related to Permanent Regulations for Housing Production and Permit Streamlining (Ordinance No. 25C-27 Second Reading)

Recommended Action: Adopt Ordinance No. 25C-27 relating to permanent regulations for housing production and permit streamlining as set forth in Exhibit 1 to this AB.

8. AB 6810: B&O Tax Code Amendment (Ordinance. No. 25C-23, Second Reading)

Recommended Action: Adopt Ordinance No. 25C-23 to update City Code related to business & occupation tax.

9. AB 6811: Utility Easement Replacement (9150 Fortuna Drive)

Recommended Action: Authorize the City Manager to execute document relinquishing water easement (recording number 8510300965, located at 9150 Fortuna Drive) substantially in the form in Exhibit 2, in exchange for a new 20-foot-wide public utility easement substantially in the form in Exhibit 3, after the new public water infrastructure is accepted by the City Engineer and put into operation.

10. AB 6812: Amendment to Interlocal Agreement for Jail Services with South Correctional Entity (SCORE)

Recommended Action: Authorize the City Manager to execute the amendment to the interlocal agreement with SCORE for jail services as substantially shown in Exhibit 1 to AB 6812.

11. AB 6813: Sound Transit Roundabout Bill of Sale

Recommended Action: Authorize the City Manager to execute the Bill of Sale for the roundabout at North Mercer Way and 77th Ave SE substantially in the form included as Exhibit 2.

REGULAR BUSINESS

12. AB 6820: Sound Cities Association Voting Delegate for the North Caucus Meeting

Recommended Action: Appoint Councilmember _____ as the voting delegate at the Sound Cities Association North Caucus Meeting on December 9, 2025.

13. AB 6808: Permanent Regulations for Temporary Uses and Structures, Including Outdoor Dining (Ordinance No. 25C-26 Second Reading) – *Moved to Regular Business 11/13/25, Exhibit 3 added 11/13/25, Order of Business Revised 11/17/25*

Recommended Action: Adopt Ordinance No. 25C-26 relating to Permanent Regulations for Temporary Uses and Structures, Including Outdoor Dining as shown in Exhibit 1 to this AB.

14. AB 6815: Public Hearing Amendments to the Historical Designation Criteria in MICC 16.01.030 to Comply with HB 1576 (Ordinance No. 25C-28 First Reading)

Recommended Action: Set Ordinance No. 25C-28 for second reading and adoption.

15. AB 6814: 2025-2026 Mid-Biennial Budget Public Hearing, Financial Status Update, and Budget Adjustments

Recommended Action: Staff recommends the City Council:

1. Adopt Ordinance No. 25-33, amending the 2025-2026 Biennial Budget.
2. Adopt Ordinance No. 25-30, appropriating funds and establishing the amount of property taxes to be levied for fiscal year 2026.
3. Adopt Ordinance No. 25-31, establishing the dollar amount and percentage increases of the regular property tax levy and the levy lid lifts for fiscal year 2026.
4. Adopt Resolution No. 1684, approving NORCOM's 2026 budget allocation to the City of Mercer Island.

16. AB 6819: Fire Apparatus Acquisition and Financing (Ordinance No. 25-34, First Reading and Adoption) – *Added 11/17/2025*

Recommended Action:

1. Suspend City Council Rules of Procedure Section 6.2 requiring a second reading of an ordinance.
2. Adopt Ordinance No. 25-34 authorizing the purchase of one Pierce Enforcer Pumper and authorizing a joint purchase agreement between the City, EF&R, and Hughes Fire Equipment, Inc. and a Master Tax-Exempt Installment Purchase Agreement with Municipal Asset Management, Inc. to finance the City's apparatus, substantially in the form of the drafts attached as Exhibits A and B to Ordinance N. 25-34.

17. AB 6817: Adoption of 2026 Legislative Priorities

Recommended Action: Adopt the City of Mercer Island 2026 State Legislative Priorities, substantially in the form attached as Exhibit 1 to AB 6817.

18. AB 6818: Code Amendments to Chapter 10.22 MICC Impounding (Ordinance No. 25C-32)

Recommended Action: Schedule Ordinance No. 25C-32 for second reading and adoption.

19. AB 6816: 2026 Annual Comprehensive Plan and Development Code Amendments Docket

Recommended Action: Accept and adopt the Planning Commission's recommendation to docket no Comprehensive Plan or Development Code amendment proposal received for 2026.

OTHER BUSINESS

20. Planning Schedule

21. Councilmember Absences & Reports

EXECUTIVE SESSION - Approximately 15 Minutes

22. 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

City Manager's Report

Tuesday, November 18, 2025

Council Board and Commission Updates

Hybrid Meetings

- Upcoming Hybrid City Council Meeting
  - **Regular Hybrid Meeting - Tuesday, December 2 at 5:00 p.m.**
- Hybrid Boards and Commissions Meetings (All Meetings on Zoom)
  - Planning Commission – Wed. Nov. 19 at 6:00 p.m.

Visit www.mercerisland.gov/meetings for more information.

City Updates

Dedication Event

- Earlier this afternoon, Council, City staff, and friends of late Councilmember Jake Jacobson gathered at the pickleball courts at Luther Burbank Park for a dedication ceremony in his honor.
- The courts will now be known as the Jake Jacobson Pickleball Courts and will serve as a reminder of Jake's commendable service to the community.



First Hill Playground Replacement

- The construction continues at First Hill Playground as the Alpha Tower assembly is underway.
- The 20’ tall structure features two slides and is designed for ages 5-12.
- You’ll notice other improvements as well, including a cedar timber wall enclosing the play area and new posts for a 2-belt swing set.
- The renovated playground design was developed with the community in 2024 and are funded by the 2022 Parks Levy.
- Construction remains on track and should conclude by year-end.



KC North Mercer Sewer Interceptor

- King County's contractor recently completed sewer pipe repairs and asphalt patching on 81st Ave SE between North Mercer Way and SE 24th St.
- The roadway is now open to traffic, with final repaving scheduled for spring of 2026.
- Neighbors have been waiting a long time for this and we're in the home stretch!
- Visit the project website for more information: kingcounty.gov/MercerEnataiSewer.



Upcoming Events

December Special Events





Holiday Makers Market

- Mark your calendars: the Holiday Makers Market returns on Saturday, December 6 (10 a.m. to 3 p.m.) at the Mercer Island Community & Event Center.
- Shop unique, locally-made gifts, enjoy holiday music and treats, and support our community artisans.
- Our thanks to the MI Chamber of Commerce as well as the many community sponsors that make this event possible.



Some Good News

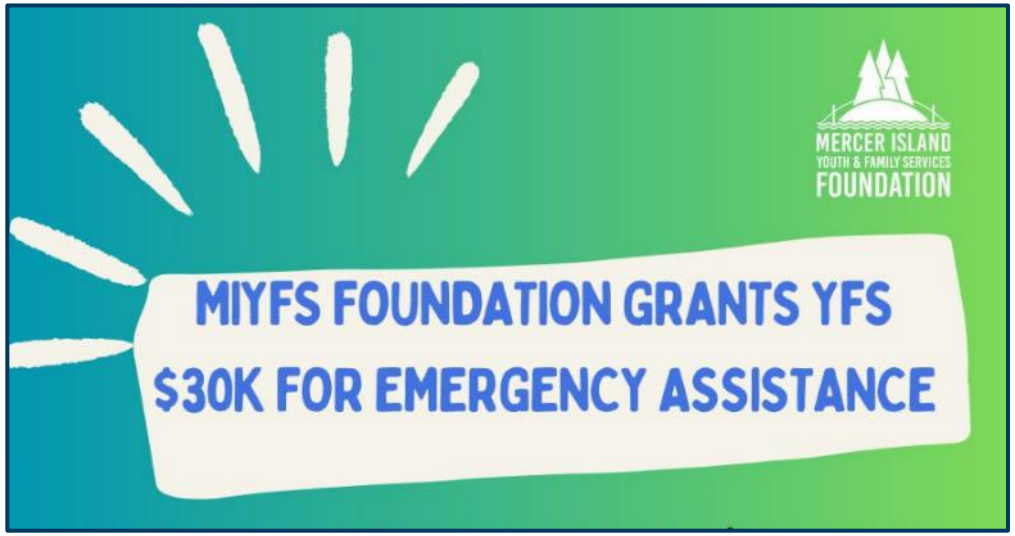
Covenant Shores Supporting MITS

- In late October, the Thrift Shop brought its van to Covenant Living at the Shores to pick up residents' breakable and large object donations.
- They quickly filled the van!
- The residents were thrilled to have this opportunity to donate while exchanging stories about their memories of shopping and volunteering at the Thrift Shop.



MIYFS Foundation Generosity

- The City of Mercer Island has received a generous, one-time donation of $30,000 from the MIYFS Foundation to bolster food-security efforts and mitigate the impact of recent reductions to the Supplemental Nutrition Assistance Program (SNAP).
- The funds will support more than 200 Mercer Island households facing elevated food insecurity by providing bi-weekly grocery cards through the YFS Emergency Assistance program.



- We remain grateful for MIYFS Foundation's partnership and care for our community. Thank you!!!

Thank you!

Question & Answer Matrix
November 18, 2025 - City Council Meeting

Log #	AB No.	Received From	Question	Staff Response
1	6777	Reynolds	Remind me what SIFA means?	SIFA means Self-Initiated Field Activity. These are incidents where the officer initiates the call without being dispatched. Some examples are directed patrols, traffic stops, business checks, warrant service, etc.
2	6777	Reynolds	I note that traffic infractions and parking tickets are notably down in 2024. What is driving this?	The reduction in tickets can be attributed to a combination of factors, including changes in department leadership, the process of establishing and communicating expectations, the impact of retirements, and the integration and training of new employees. Since the summer of 2025, the number of tickets issued has increased significantly, which will be reflected in the next Department Report.
3	6777	Reynolds	Do we have any data on (a) cases referred to prosecutors as a share of arrests, (b) Cases prosecutor decides to pursue as a share of those, (c) Cases that result in a conviction or please bargain as a share of those, (d) Cases that result in jail time as a share of those. (Other comparable data would be fine if more readily available)	This is a significant research request and not something that can be undertaken by staff right now given that it is not related to a policy matter in front of the City Council.
4	6777	Reynolds	Re the table starting on page 24, What are the cases that are “completed” but not cleared?	A *completed* crime occurs when all elements of the offense have been fully carried out as defined by statute. An *attempted* crime occurs when a person, with the required intent, takes a substantial step toward committing the offense but the crime is not fully completed. In crime statistics, a case is considered *cleared* when law enforcement has identified the offender, has enough evidence to charge the offender, and has taken the offender into custody OR when circumstances prevent arrest, but the offender is clearly identified. Cases that are listed as *completed*, but not *cleared*, would be when no suspect or suspects are identified or there is not enough evidence to arrest or charge.

5	6808	Weinberg	In Exhibit C of this agenda bill, MICC 19.15.030.F.2.c still refers to the Design Commission. Should this reference be removed, or is that section considered out of scope for this agenda bill?	Changes to this reference are included in Ordinance No 25C-27, "The Omnibus".
6	6808	Weinberg	In Exhibit 2 of this agenda bill, the first sentence of section MICC 19.06.130.C mentions a "temporary structure deviation permit." I know what a temporary use permit is, but what is a temporary *structure deviation* permit? What would be the most common or most likely example of one? What is the reasoning behind making it Type III, allowing the Code Official's discretion?	A "temporary structure deviation permit" is a new permit type proposed by the Planning Commission to allow a structure like the Mercer Island Country Club's tennis bubble a path forward following the removal of a provision from the original interim regulations that excluded temporary uses and structures from compliance with the underlying development standards. The Planning Commission proposed separate criteria for the approval of a temporary structure deviation which allows those structures to exceed the underlying development standards by a certain amount depending on the standard. Type III permit reviews require more extensive noticing, and the decision is usually accompanied by a staff report, findings of fact, and conditions of approval. Other Type III reviews include Shoreline Substantial Development Permits, SEPA Threshold Determinations, Preliminary Short Plats, and Critical Area Review 2s. The City Council should be aware that the amount of time and cost of processing a Type III permit is substantially more than that for a Type I permit, which is the current process for temporary uses and structures.
7	6808	Nice	Please provide the voting log for each substantive TUP amendment made by the Planning Commission.	Voting logs are not maintained for the City's advisory boards and commissions, including the Planning Commission (PC). The record of the votes can be found in the PC minutes. Here are links to the PC meetings when discussion was held on the temporary use amendments: • February 26, 2025 PC Meeting Minutes • June 10, 2025 PC Meeting Minutes • July 23, 2025 PC Meeting Minutes • September 10, 2025 PC Meeting Minutes

8	6809	Reynolds	I do not see a definition for “co-living housing”. What is it and do we need a definition?	The definition of co-living housing was added to the existing definition of “rooming house.” The amendments to add co-living housing to the rooming house definition can be found in Ordinance No. 25C-27, Exhibit K (Ordinance page 115).
9	6809	Reynolds	How is a “major construction project’ defined?	“Major new construction” is defined in MICC 19.16.010 as follows: “Major new construction: Construction from bare ground or an enlargement or alteration that changes the exterior of an existing structure that costs in excess of 50 percent of the structure's assessed value. Single-family development is excluded from this definition.” This is how major construction would be determined when reviewing a development application for compliance with MICC 19.11.140(B)(10).
10	6809	Reynolds	Why do we prohibit phone numbers on signs? Would the same argument apply to email addresses or web addresses?	The prohibition of phone numbers on signs (MICC 19.11.140(B)(7)(e)) is an existing provision in the Town Center sign code, which was last amended in 2016 by Ordinance No. 16C-06. Staff do not have a record of why this specific provision was added. MICC 19.11.140(B)(7)(e) would only apply to phone numbers on proposed new signs in Town Center. A similar provision would be needed to prohibit email and web addresses. Amendments to add new requirements were considered substantive and outside of the scope of the project. The scope of the project is to make amendments necessary to comply with state laws related to housing and permit review.
11	6809	Reynolds	I may be missing something. But I think I see one spot (19.12.080) where joint tenant directory signs are limited to “forty square feet” and one (19.11.140) that says the limit is “fifty square feet”. What am I missing?	MICC 19.11.140 applies to development in the Town Center whereas MICC 19.12.080 applies to regulated improvements made outside of Town Center. In Town Center signs are allowed to be 50 square feet and outside Town Center signs are allowed to be 40 square feet.

12	6811	Reynolds	Does the city have a documented policy to guide decisions on easement relinquishment? Would such a policy allow decisions like the Covenant Shores request to be handled by staff? Does this sort of request come up often?	These requests require City Council approval because easements are considered real property rights, and authority to take action on property rights in code cities rests with the legislative body under RCW 35A.11.010. These requests come up only occasionally, once every couple of years. When reviewing these matters, staff ensures that: 1) There is no need for the easement, or it is being replaced as part of the relinquishment; 2) There is a quantifiable benefit to the City; and 3) The change is supported by PW engineering and operation, etc.
13	6813	Reynolds	Is there any cash cost to us in this “sale”	No. Although the term for the transfer of improvements is called a Bill of Sale, the City is not paying anything to acquire the improvements.
14	6813	Reynolds	I am out of town, so I cannot see it, but the Council received at least one email suggesting that there was some flooding in (I think) this round about. How serious is this flooding? Are we buying something that will need to be repaired or re-engineered at our expense?	Staff reviewed this and found minor ponding due to a temporary sediment filter fabric in the roadside drain which slightly impedes the flow of stormwater from the pavement into the drain. The filter fabric is intended to prevent construction related sediment from getting into the drainage system. This is a temporary construction sediment control measure for work that is not part of the transfer of the roundabout. Please note that this is unrelated to the water seepage issue under the curb in the same general area that the City and Sound Transit have actively worked to resolve. Sound Transit’s resolution of the seepage issue is tied to another permit with work expected to start in the next few months.
15	6813	Reynolds	If we do NOT execute this “purchase”, what are the consequences to the city? Would Sound Transit be responsible for maintenance?	The roundabout is located in the City’s right of way and operates as part of the City’s transportation system. Formal acceptance simply gives the City full control over the operation and maintenance of the roundabout. It is in the City's best interest to manage, operate, and maintain the road network and staff recommends the City Council approve this item.

16	6814	Reynolds	I see that B&O tax is 158.7% of budget. Given the prevalence of annual payments, a ratio close to 100% would not be surprising. But why is it so much more than that?	B&O tax is a gross revenue tax that is volatile and difficult to predict. Gross revenue tax is impacted by inflationary pressure on prices, the total number of businesses reporting the tax, and the change in business activities year to year. Further, the data available to the City on the B&O Tax Collection is limited, making it difficult for staff to analyze specific reasons for a change in revenues. The 2025 budget estimate for B&O tax revenues is informed by revenue actuals for the prior five years. As noted, revenue actuals through the third quarter far exceed budget estimates for the fiscal year. Revenues in 2025 mark the highest B&O tax revenues paid to the City in the past seven years. The latest information will help inform updated revenue projections as part of the 2027-2028 biennial budget process.
17	6814	Reynolds	I am missing something basic in the budget analysis. Frequent reference is made to the 2024 conversion to cash basis accounting as an explanatory factor. I think I understand how that impacts a comparison of 2025 to 2024, since 2024 includes some adjustments to prevent double recognition. But this does nothing to explain comparisons of actual 2025 to budget 2025 does it? I would think not since presumably the budget reflected cash basis accounting just like the actual does. Given this, how does this explanation make sense? "*Shared Revenues are 74.9 percent of the budget through the end of third quarter. This revenue category is impacted by the change to cash basis reporting. State shared revenues received in January 2024 were accrued and reported as revenue in December 2023 and are excluded from FY 2024. In 2025, this revenue category is performing with historical trends."*	Correct. The City's transition to cash basis accounting in January 2024 has no bearing whatsoever when comparing 2025 budget versus 2025 actuals through the third quarter of the year. The additional explanation regarding the "shared revenues" category meant to caution the reader in comparing 2024 actuals to 2025 actuals given this revenue was impacted by the change to cash basis accounting.

18	6814	Weinberg	I noticed in the financial update numbers that the water operating expenditures are down a bit. The agenda bill points out that weather and seasonality are significant factors. I wonder whether the new AMI water meters are having an impact as well. Do the new meters actually reduce the number of leaks in the system, or do they just measure residents' actual use more accurately?	The reduction in expenditures you see is primarily due to the seasonality of water use, as noted. However, the AMI meters are also having an effect on closing the gap between the amount of water the City purchases from SPU and the amount of water that is billed to customers for use, which is referred to as 'unaccounted water loss'. This is because new meters are more accurate in tracking actual water use, since old meters tend to slow down and undercount water use. The City will also save money in water expenditures because customers are alerted to leaks almost immediately, allowing them to fix them quickly. Therefore, the City is issuing smaller leak adjustments to customers, reducing the cost of the water loss that the City must absorb.
19	6814	Becker	If EMS Ambulance Fees are credited against EF&R, causing revenue to be lower vs budget? Are expenses also lower vs budget? I can't tell with the one-time payment situation impacting the expense line-item.	Yes. Ambulance transport fees are credited against the cost for fire and emergency medical services EF&R provides for the prior year. As a result, EMS revenue actuals will be notably lower than budget in 2025 and 2026. The City and EF&R entered into a revenue sharing agreement January 2025, a year after both the interlocal agreement (ILA) was established and the 2025-2026 biennial budget was adopted. Per the revenue sharing agreement, the City is charged 1/12th the annual cost for fire and emergency medical services each month. In the first quarter of the following year, EF&R reconciles Mercer Island's year-end revenues from the prior year as a credit against current year services. The revenues and expenses related to fire and emergency medical services will be updated to reflect this revenue sharing agreement and reconciliation process in the 2027-2028 biennial budget.
20	6814	Reynolds	Reference is made to residency requirements for YFS support. How is residency defined/determined/verified? Are undocumented people equally able to receive benefits?	For YFS food card support, YFS asks for a current government issued ID (example: driver's license) AND a recent PSE utility bills or documentation from a formal government program (dated within the past 30 days) to establish residency. Documentation status is not a variable in determining eligibility.

21	6814	Weinberg	Was the $31,300 Commute Trip Reduction grant we received from WSDOT a one-time grant, or is it something that we expect to renew in future years? Is its scope currently limited to reducing the commutes of City employees?	WSDOT issues biennial grants for the Commute Trip Reduction (CTR) program contingent on the program being funded. Staff anticipates receiving this grant in future years due to continued participation in the program. Grant funds are used to administer and implement the 2025-2029 City of Mercer Island CTR Plan, which includes providing incentives and subsidies for CTR - affected sites to reduce single-occupancy vehicle travel. The two CTR-affected sites on the Island are the City and Riot Games.
22	6814	Weinberg	I noticed in the quarterly financial update that building permit activity is up significantly this year. Out of curiosity, if the incoming rate of new permit applications has increased and the outgoing rate from the queue of new permits has remained about the same (i.e. same number of staff), does that mean the queue of projects awaiting review has gotten longer – or was the "rush hour" several months ago and the queue is already back to normal length? Does CPD have sufficient reserves to fund additional staff on a temporary basis to reverse that trend and get the queue back to normal length? If not, should Council consider providing such funding in a future budget adjustment? My apologies if I've asked you this years ago and forgotten the response.	Revenue in the Development Services Fund in 2025 relative to 2024 is higher in part due to the $1.7 million one-time transfer of permit fee reserve dollars transferred from the General Fund in the first part of the year (Ordinance No. 25-10). As for permit volumes, through yesterday 11/17, both permitting activity and permitting revenue are up slightly over 2024. For example, total permits issued to date in 2025 are currently at 99% of the total permits issued for all of 2024. Increases in permitting revenues can be primarily attributed to this as well as the fact that a number of higher cost land use permits (ie. Shoreline CUP / Variance, Rezone) have been received in 2025 that are relatively infrequent – some years no such permits are received by the City. Permit review times were amended to be shorter at the beginning of 2025 and overall are being adhered to with current CPD staff. There have been no necessary changes identified for CPD staffing levels and none are proposed for 2026. Permit volumes and permit turn times are something staff monitors regularly. If staff observes a need for a staffing change, this is usually first addressed through short-term measures (limited term positions, contracts etc.) before approaching the City Council about a new FTE.

23	6814	Weinberg	Does the City charge the same for facilities rentals (MICEC and sports fields) by MI residents as it does for non-residents? If so, do you know if we have considered creating a two-tiered fee structure effectively giving a discount to residents and a counter-balancing premium for non-residents?	The City currently charges the same rental fee rates for both residents and non-residents for sports fields and the MICEC rentals. Instead of differential pricing, the MICEC and sports fields follow facility allocation and use policies that prioritize resident access—allowing residents to reserve facilities ahead of non-residents or, when competing for the same date/time, receive priority. Prior to 2021, both the MICEC and sports fields used a pricing structure with different rates for residents and non-residents, as well as separate rates for non-profits and for-profits. During development of the Recreation Reset Strategy, the Parks and Recreation Commission helped shape a cost-recovery strategy that categorized services into five different tiers based on levels of community-benefit. It was determined that private rentals would no longer use resident/non-resident pricing. Instead, the rental fees would be based on the adopted cost-recovery targets and aligned with prevailing market rates. The staff prefers the current practice of administering one fee and instead giving residents early access to booking. This makes marketing and promotion of these facilities/fees much more clear for the consumers as well. The Recreation Division's 2025–2026 Workplan includes development of a policy/revised fee schedule that would support reduced-cost rental access for third-party coordinated community events at the MICEC (like how the City supports third-party community events in park spaces). A draft of this policy is anticipated to go before the City Council in Q3 or Q4 of 2026.
24	6817	Reynolds	What is the thinking on referencing "solar power USAGE" rather than power GENERATION?	Staff's intention was a broad interpretation of the word "usage" that could include "generation" as well.

25	6817	Reynolds	Last year we referenced “clean energy”, and this year we mention the more restrictive “solar energy”. Why?	Staff reviewed and realized an error was made in copying text from an earlier version of the 2025 legislative priorities to create the 2026 legislative priorities sustainability section. Staff’s intent was to use the same final version of language from last year, copied below: *The City supports legislation, partnerships, and funding opportunities that advance the implementation of the City’s adopted Climate Action Plan. This includes initiatives for clean energy, emissions reduction, electrification of public assets, and innovative practices that promote resilience and protect natural resources.* The language has been provided to you should you desire to make a motion to amend the language.
26	6818	Weinberg	What’s the total out-of-pocket cost to a resident to get an impounded e-motorcycle or e-dirtbike back? Do the economics work here? I get the part about the city’s administrative fee – it's cost recovery only and it’s $100 adjusted annually for inflation. But what about the rest of it? How much are the for-profit towing companies allowed to charge for towing and storage? Is that defined in their contract with the city, or can they charge whatever they want? Does our contract limit their fees to a percentage of the vehicle’s fair market value? These vehicles are worth far less than your average car or truck. Will towing companies be willing to impound these low-value vehicles if they can’t count on being able to cover their costs and make a reasonable profit?	The City needs to charge an impound fee for the economics of this new ordinance to “work.” Meaning that we’ve added new regulations to address e-motorcycle impounds, but there is a staff cost of doing this. The impound fee recovers the City’s administrative costs of processing impounded vehicles, including e-motorcycles. The City uses a rotational list of towing companies and thus is not in contract with a single tow operator. The rates these towing companies can charge for Police-initiated towing/impounds are set by the Washington State Patrol. The maximum rate a company can charge for towing is $297 per hour. The maximum rate a company can charge for storage is $75 per day. Our partner towing companies have communicated that they will work with the City/PD to impound e-motorcycles. Impounded e-motorcycles would be treated as any other motor vehicle, meaning they would be subject to the same towing and storage fees. The total fee paid will include the City’s $100 administrative fee, the rate for police initiated impounds, and the rate for storage charged by the towing company.

27	6818	Becker	Doesn't the city have a small impound lot near the public works facility? Under what circumstances do vehicles end up there vs a private towing company?	The impound lot is used for storage of abandoned or lost property, as well as property recovered from criminal investigations. The City does not use this lot to store impounded vehicles.
28	6818	Becker	I'm looking back on AB 6772 to understand the full scope around impounding. 10.53.020 references "MICC 10.04.180", I can't figure out where 10.04.180 is, was this supposed to be 170 or I am missing it?	Staff intended to reference MICC 10.04.170 in MICC 10.53.020. This error will be addressed as a scrivener's error as MICC 10.53.020 and 10.04.170 were adopted in the same ordinance. It is clear from the substantive content of 10.53.020 that the reference was to 10.04.170, not .180; and .180 does not exist, hence the reason we are treating this as a Scrivener's error.
29	6819	Reynolds	Please explain "semi-custom"? What is customized relative to a "standard" model, if there is such a thing? What customization did we lose by not getting a fully custom model? I would have thought our needs were very similar to these of hundreds or thousands of communities around the country, so the need for customization is not obvious.	In this case, "semi-custom" means the specifications of the apparatus were developed within the manufacturer's "Build My Pierce" (BMP) Program. The BMP Program provides customers with a list of standardized customization options to choose from in building their apparatus, offering lower prices and shorter delivery times compared to a fully custom apparatus. Eastside Fire & Rescue staff will be present at the City Council meeting and will be ready to respond to questions related to the type 1 apparatus and the level of customization with this upcoming purchase.

<table>
<tr>
<td>30</td>
<td>6819</td>
<td>Reynolds</td>
<td>Please tell me more about the financing options. The dollar amount here is not ridiculously different than the amount for the 9655 building. Why are we using a bank loan here and an LTGO bond there?

How do the rates (true interest cost after considering all expenses) on these two debt instruments compare and how much of that difference can be explained by general shifts in market interest rates since that time?</td>
<td>Staff recommends a lease purchase agreement to acquire the fire apparatus. A lease purchase agreement costs less up front than a bond sale and takes less time to secure.

For additional background, a lease purchase agreement is a popular method for fire truck and essential major equipment acquisition. It is not typically used to acquire property. It acts like an installment loan but is structured as a legally binding contract to buy the fire truck. Ownership accrues over time as annual debt service payments are made, which in this case would be over nine years. Debt service payments are to be paid out of the City’s Equipment Rental Fund, where resources have been set aside since the previous apparatus purchase for its eventual replacement.

In October, the City sold limited tax general obligations bonds to pay for a portion of the 9655 building acquisition. Given the small amount ($1.54 million), staff contacted a limited number of regional banks who typically compete for this level of investment (via a private placement), rather than selling the bonds on the open market. The sale took two and a half months and cost the City $37,270 in fees and outside support.

Table 1 illustrates the differences between the two debt instruments.

<table>
<tr><th>Table 1
Final Numbers</th><th>LTGO bond sale
9655 Building</th><th>Lease Purchase
Fire Apparatus</th></tr>
<tr><td>Principal</td><td>$1,540,000</td><td>$1,267,470</td></tr>
<tr><td>True Interest Cost</td><td>4.44%</td><td>4.76%</td></tr>
<tr><td>Cost of Issuance</td><td>$37,270</td><td>$0</td></tr>
<tr><td>Time to secure (weeks)</td><td>10</td><td>4</td></tr>
<tr><td>Term (years)</td><td>15</td><td>9</td></tr>
</table>

Even though lease purchase agreements typically result in a higher interest rate than a General Obligation Bond sale, staff elected to pursue lease purchase financing given the total amount of the fire apparatus, the swift turnaround time, and the lower upfront cost of issuance.

For example, paying back a $1.27 million principal amount over a nine-year term, the City would likely spend $25,000 more with a 4.76% interest rate versus 4.44%.</td>
</tr>
</table>

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6806
November 18, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6806: November 10, 2025 Payroll Certification	☐ Discussion Only ☒ Action Needed: ☒ Motion ☐ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Approve the November 10, 2025 Payroll Certification in the amount of $1,039,635.78.	

DEPARTMENT:	Administrative Services
STAFF:	Ali Spietz, Chief of Administration Nicole Vannatter, Human Resources Manager
COUNCIL LIAISON:	n/a
EXHIBITS:	1. November 10, 2025 Payroll Certification 2. FTE/LTE Counts
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

This agenda bill is to approve the City of Mercer Island payroll certification for the period from October 16, 2025 through October 31, 2025 in the amount of $1,039,635.78 (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 semi-monthly payroll schedule with payments on the 10th and 25th of each month.

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 variations that are outlined below.

Additional payments:

Description	Amount
Leave cash outs for current employees	$20,224.10
Leave cash outs for terminated employees	$0.00
Service and recognition awards	$6,850.00
Overtime earnings (see chart for overtime hours by department).	$39,953.84
Total	**$67,027.94**

Overtime hours by department:

Department	Hours
Administrative Services	
City Attorney's Office	
City Manager's Office	
Community Planning & Development	
Finance	24.00
Municipal Court	
Police	172.50
Public Works	276.25
Thrift Shop	7.00
Youth & Family Services	
Total Overtime Hours	**479.75**

NEXT STEPS

FTE/LTE COUNTS

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

Casual Labor

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

RECOMMENDED ACTION

Approve the November 10, 2025 Payroll Certification in the amount of $1,039,635.78 and authorize the Mayor to sign the certification on behalf of the entire City Council.

CITY OF MERCER ISLAND PAYROLL CERTIFICATION

PAYROLL PERIOD ENDING		**10.31.2025**
PAYROLL DATED		**11.10.2025**
Net Cash	$	714,566.60
Net Voids/Manuals		
Net Total	**$**	**714,566.60**
Federal Tax Deposit	$	116,596.08
Social Security and Medicare Taxes	$	73,346.35
State Tax (California & Oregon)	$	682.52
State Tax (California)	$	0.48
Family/Medical Leave Tax (California & Oregon)	$	3.26
Public Employees Retirement System 1 (PERS 1)	$	-
Public Employees' Retirement System (PERS Plan 2)	$	33,807.88
Public Employees' Retirement System (PERS Plan 3)	$	11,351.71
Public Employees' Retirement System (PERSJM)	$	596.69
Public Safety Employees' Retirement System (PSERS)	$	-
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	$	17,398.05
Regence & LEOFF Trust Medical Insurance Deductions	$	13,320.59
Domestic Partner Medical Insurance Deductions	$	2,091.91
Kaiser Medical Insurance Deductions	$	1,417.83
Health Care - Flexible Spending Account Contributions	$	1,884.82
Dependent Care - Flexible Spending Account Contributions	$	922.61
ICMA Roth IRA Contributions	$	568.77
ICMA 457 Deferred Compensation Contributions	$	44,596.76
ICMA 401K Deferred Compensation Contributions	$	-
Garnishments (Chapter 13)	$	1,072.03
Tax Wage Garnishment	$	-
Child Support Wage Garnishment	$	867.72
Mercer Island Employee Association Dues	$	257.50
AFSCME Union Dues		
Police Union Dues		
Standard - Supplemental Life Insurance		
Unum - Long Term Care Insurance	$	176.90
AFLAC - Supplemental Insurance Plans	$	238.52
Transportation - Flexible Spending Account Contributions	$	115.00
Miscellaneous	$	507.76
Oregon Transit Tax and Oregon Benefit Tax	$	8.76
Washington Long Term Care	$	3,238.68
Tax & Benefit Obligations Total	**$**	**325,069.18**
TOTAL GROSS PAYROLL	**$**	**1,039,635.78**

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

FTE AND LTE COUNTS AS OF 10/31/2025

Full Time Equivalents (FTEs)	2025 Budgeted	2025 Actual
Administrative Services	14.50	14.50
City Attorney's Office	2.00	2.00
City Manager's Office	3.00	3.00
Community Planning & Development	17.00	17.00
Finance	9.00	9.00
Municipal Court	3.10	3.10
Police	37.50	35.50
Public Works	64.00	63.00
Recreation	10.25	8.25
Youth & Family Services	11.93	10.93
Thrift Shop	3.00	3.00
Total FTEs	**175.28**	**169.28**
Limited Term Equivalents (LTEs)	**2025 Budgeted**	**2025 Actual**
Administrative Services	1.00	1.00
City Manager's Office	1.00	2.00
Community Planning & Development	2.00	2.00
Public Works	4.75	3.75
Youth & Family Services	2.83	1.83
Thrift Shop	6.50	7.90
Total LTEs	**18.08**	**18.48**
Total FTEs & LTEs	**193.36**	**187.76**

FTE Vacancies:

1.0 CIP Project Manager
1.0 Family Support Specialist
2.0 Police Officer
1.0 Recreation Facility Supervisor
1.0 Recreation Assistant

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6807
November 18, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6807: Certification for Claims Paid October 16, 2025 through October 31, 2025	☐ Discussion Only ☒ Action Needed: ☒ Motion ☐ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Approve the Accounts Payable Certification for Claims paid October 16, 2025 through October 31, 2025 in the amount of $2,399,259.81.	

DEPARTMENT:	Finance
STAFF:	Matt Mornick, Finance Director LaJuan Tuttle, Deputy Finance Director
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Certification for Claims Paid October 16, 2025 – October 31,2025
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to approve the October 16, 2025 through October 31, 2025 Accounts Payable Certification of Claims in the amount of $2,399,259.81 (Exhibit 1).

BACKGROUND

Claims refer to all external payments that are made to satisfy the obligations of the City, regardless of how payments are processed (e.g., through warrants, checks, electronic funds transfers, etc.). RCW 42.24.080 requires that all claims presented against the City must be certified by the appropriate official to ensure that the claims are just, true, 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.

ISSUE/DISCUSSION

The Accounts Payable Certification of Claims (see Exhibit 1) includes a table that summarizes the claims paid October 16, 2025 through October 31, 2025:

The table combines printed checks and electronic payments. The disbursement method is identified by the Method code in the first column of the table:

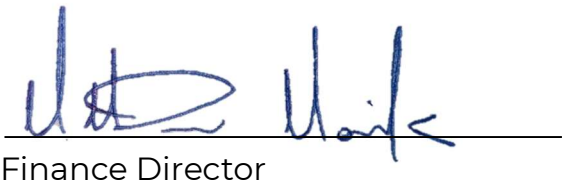
- **Check Register –** printed accounts payable checks.
- **Direct Disbursement** – wire transfers. Note that "check" numbers are two digits to easily identify them as distinct from printed checks.
- **Electronic Funds Transfer** - EFT/ACH payments. "Check" numbers started at 5000 for this payment type.

RECOMMENDED ACTION

Approve the October 16, 2025 through October 31, 2025 Accounts Payable Certification of Claims in the amount of $2,399,259.81 and authorize the Mayor to sign the certification on behalf of the entire City Council.

City of Mercer Island
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

*****TABLE ON NEXT PAGE*****

City of Mercer Island
Certification of Claims

Date	Method	Checks	Warrant	Total Amount
10/17/25	Check Register	225041-225119	101725	$667,674.25
10/17/25	Electronic Funds Transfer	5014-5018	EFT 1017	$8,434.98
10/23/25	Check Register	225120-225159	102325	$138,759.27
10/23/25	Electronic Funds Transfer	5019-5020	EFT 1023	$3,963.98
10/30/25	Check Register	225160-225263	103025	$1,539,642.23
10/30/25	Check Register	225264-225265	103025b	$1,825.00
10/30/25	Electronic Funds Transfer	5021-5024	EFT 1030	$38,960.10
			GRAND TOTAL:	**$2,399,259.81**

CITY COUNCIL MINUTES
REGULAR HYBRID MEETING
NOVEMBER 4, 2025

CALL TO ORDER & ROLL CALL

Mayor Salim Nice called the Regular Hybrid Meeting to order at 5:00 pm in the Slater Room Council Chambers at the Mercer Island Community & Event Center, 8236 SE 24th Street, Mercer Island, Washington.

Mayor Salim Nice, Deputy Mayor Dave Rosenbaum, and Councilmembers Lisa Anderl, Daniel Becker, and Ted Weinberg attended in person. Councilmember Wendy Weiker attended via Zoom. Councilmember Craig Reynolds was absent.

PLEDGE OF ALLEGIANCE

The City Council delivered the Pledge of Allegiance.

AGENDA APPROVAL

It was moved by Anderl; seconded by Weinberg to:
Approve the agenda as presented.
PASSED: 6-0
FOR: 6 (Anderl, Becker, Nice, Rosenbaum, Weiker, and Weinberg)
ABSENT: 1 (Reynolds)

CITY MANAGER REPORT

City Manager Jessi Bon reported on the following items:

- **Council, Boards & Commission Meetings:**
  - City Council Meeting on Tuesday, November 18 at 5:00 pm
  - Parks & Recreation Commission Meeting on Thursday, November 6 at 5:00 pm
  - Joint Parks & Recreation and Open Space Conservancy Trust Meeting on Wednesday – November 12 at 5:00 pm
- **City Updates:**
  - East Mercer Way Emergency Water Main Repair – The repair work is finally completed on the roadway, and the southbound lane of East Mercer Way is expected to be open to traffic later this week.
  - Town Center Parking Facility – The lot has reopened after being closed to finish installation of new landscaping and installation of new bicycle lockers.
- **Upcoming Events:**
  - Community Baby Shower – November 16 from 1:00 – 3:00 pm at MICEC
  - Jack Jacobson Pickleball Court Dedication – November 18 at 4:00 pm at the pickleball courts
- **News:**
  - Mercer Island Sister City 25th Anniversary Celebration – The Mercer Island Sister City Association celebrated 25 years of partnership with Thonon-les-Bains, France.

APPEARANCES

Dustin Jolly spoke about his interaction with the Mercer Island Police Department.

Jessica Clawson (Legal Counsel for Stroum Jewish Community Center) spoke about amendments 39 and 40 to AB 6802 regarding the Omnibus Ordinance.

Amy Lavin (CEO of the Stroum Jewish Community Center) spoke about amendments 39 and 40 to AB 6802 regarding the Omnibus Ordinance.

CONSENT AGENDA

AB 6798: October 24, 2025 Payroll Certification

Recommended Action: Approve the October 24, 2025 Payroll Certification in the amount of $995,759.28 and authorize the Mayor to sign the certification on behalf of the entire City Council.

AB 6799: Certification for Claims Paid September 30, 2025 through October 15, 2025

Recommended Action: Approve the September 30, 2025 through October 15, 2025 Accounts Payable Certification of Claims in the amount of $2,715,982.15 and authorize the Mayor to sign the certification on behalf of the entire City Council.

City Council Regular Hybrid Meeting Minutes of October 21, 2025.

Recommended Action: Approve the City Council Regular Hybrid Meeting Minutes of October 21, 2025.

AB 6793: Lakeline Reach 1 Capacity Improvement Phase 1 Project

Recommended Actions: Reallocate the following capital project resources in the 2025-2026 biennial budget to the Lakeline Reach 1 Capacity Improvement Project, amounting to a $1,839,846 budget adjustment as follows:

1. $1,041,201 from the Pump Station Rehabilitation Project (90.30.0005).
2. $500,000 from the Wet Well Cleaning & Restoration Project (90.30.0006).
3. $298,645 from the Sewer Easements and Right-of-Way Project (90.30.0012).

AB 6794: East Mercer Way Emergency Water Main Repair Appropriation Request

Recommended Action: Appropriate $245,280 from the available fund balance within the Water Fund to the Emergency Water System Repairs capital project (90.40.0001) to complete emergency water main repairs in the 7700 block of East Mercer Way.

AB 6797: Connection Charges Update for the Water Distribution and Sewer Conveyance Systems

Recommended Action: Appropriate $20,000 from the Water Fund and $20,000 from the Sewer Fund unassigned fund balance to update connection charges for the water and sewer utility systems.

AB 6800: Shop Small Month, Proclamation No. 375

Recommended Action: Approve Proclamation No. 375 Proclaiming November 2025 Shop Small Month on Mercer Island.

AB 6803: Ratification of Proclamation Ending Local Emergency (Proclamation No. 376)

Recommended Action: Ratify Proclamation No. 376 ending the local emergency issued by the City Manager on August 7, 2025.

AB 6804: Signing on to AWC's letter to Governor Ferguson on Proposed Municipal Wastewater Nutrient Regulations

Recommended Action: Authorize Mayor Nice to sign the AWC Letter to Governor Ferguson in support of AWC’s budget request for a collaborative process to gather all affected parties on the proposed wastewater nutrient regulations to work together towards an outcome that is protective of Puget Sound and financially sustainable for ratepayers and residents.

It was moved by Becker; seconded by Weinberg to:
Approve the Consent Agenda as presented, and the recommendations contained therein.
PASSED: 6-0
FOR: 6 (Anderl, Becker, Nice, Rosenbaum, Weiker, and Weinberg)

ABSENT: 1 (Reynolds)

REGULAR BUSINESS

AB 6791: B&O Tax Code Amendment (Ordinance. No. 25C-23, First Reading)

Finance Director Matt Mornick discussed the update to the business and occupation (B&O) tax model ordinance and provided background on local B&O tax system. He spoke about how the City applies the B&O tax as a flat rate, how there is no change forecasted to the City's B&O tax revenues due to this amendment, and discussed next steps.

It was moved by Weinberg; seconded by Anderl to:
Set Ordinance No. 25C-23 for second reading and adoption.
PASSED: 6-0
FOR: 6 (Anderl, Becker, Nice, Rosenbaum, Weiker, and Weinberg)
ABSENT: 1 (Reynolds)

AB 6802: Omnibus Ordinance Related to Permanent Regulations for Housing Production and Permit Streamlining (Ordinance No. 25C-27 First Reading)

CPD Director Jeff Thomas spoke about the background on the omnibus ordinance related to permanent regulations for housing production and permit streamlining. He introduced Principal Planner Adam Zack who discussed the process of drafting the permanent regulations and the topics that are addressed in the ordinance. Principal Planner Zack discussed the Planning Commission minor and substantiative amendments, and the next steps.

Planning Commission Chair Daniel Thompson spoke about the Planning Commission's recommendation.

City Council discussed the amendments and asked questions.

It was moved by Rosenbaum; seconded by Weinberg to:
Remove Matrix Log Numbers 38, 39 and 40 as shown in AB 6802 Exhibit 3 from Ordinance No. 25C-27 and direct the City Manager to complete a review of parking related standards, agreements, variances as well as any other forms of relief from parking standards in MICC, Chapter 19 for the purpose of reporting findings to the City Council at a future to be determined time.
PASSED: 6-0
FOR: 6 (Anderl, Becker, Nice, Rosenbaum, Weiker, and Weinberg)
ABSENT: 1 (Reynolds)

It was moved by Weinberg; seconded by Rosenbaum to:
Schedule Ordinance No. 25C-27 for second reading as amended.
PASSED: 6-0
FOR: 6 (Anderl, Becker, Nice, Rosenbaum, Weiker, and Weinberg)
ABSENT: 1 (Reynolds)

AB 6801: Permanent Regulations for Temporary Uses and Structures, Including Outdoor Dining (Ordinance No. 25C-26 First Reading)

CPD Director Jeff Thomas spoke about the background on the regulations related to temporary uses and structures. He introduced Senior Planner Molly McGuire who presented the Planning Commission's recommendation and interim regulation matrix. Senior Planner McGuire discussed the eleven substantive amendments proposed by the Planning Commission.

Planning Commission Chair Daniel Thompson spoke about the Planning Commission's recommendation.

City Council discussed the amendments and asked questions

It was moved by Nice; seconded by Rosenbaum to:
Move to remove Matrix Log Numbers 3, 4, 14, 15, 19, 20, 21, 22, 23, 24, and 27 as shown in AB 6801

Exhibit 3 from Ordinance No. 25C-26 and schedule Ordinance No. 25C-26 for second reading as amended.
PASSED: 6-0
FOR: 6 (Anderl, Becker, Nice, Rosenbaum, Weiker, and Weinberg)
ABSENT: 1 (Reynolds)

OTHER BUSINESS

Councilmember Absences and Reports

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

Councilmembers Weiker and Anderl thanked everyone for their work on the Town Center trick-or-treating.
Councilmember Weinberg noted he attended the K4C meeting in October and that his next monthly lunch will be at Alistair on November 16 at noon.

ADJOURNMENT

The Regular Hybrid Council Meeting adjourned at 6:14 pm.

_____
Salim Nice, Mayor

Attest:

_____
Andrea Larson, City Clerk

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6777
November 18, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6777: 2024 Police Department Annual Report	☒ Discussion Only ☐ Action Needed: ☐ Motion ☐ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Receive report. No action necessary.	

DEPARTMENT:	Police
STAFF:	Michelle Bennett, Interim Police Chief Jeff Magnan, Services Commander Mike Seifert, Operations Commander
COUNCIL LIAISON:	n/a
EXHIBITS:	1. 2024 MIPD Annual Report
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to present the 2024 Mercer Island Police Department (MIPD) annual report. The annual report highlights the activities of MIPD in 2024.

BACKGROUND

MIPD provides an annual report to highlight the Department's achievements and challenges, crime statistics, community engagement efforts, staffing, and progress towards strategic goals. This report is intended to enhance public safety by providing City leadership, other City departments, and the Mercer Island community with a clear picture of how the Department's resources are being used. The MIPD annual report establishes a historical record of the Department's performance each year, helps to build trust through transparency, and supports informed decision-making.

ISSUE/DISCUSSION

The Mercer Island Police Department's (MIPD) 2024 annual report documents a year of transition, resilience, and continued service to the Mercer Island community. Following the retirement of long-time Chief Ed Holmes, the department worked through significant organizational and operational changes. In 2024, the department relocated to temporary facilities (including additional subsequent interim moves) after the

closure of City Hall. MIPD prioritized providing uninterrupted police services while long-term facility solutions are pursued. Staffing adjustments also marked the year, as retirements and position changes opened the door for onboarding and training of new officers and professional staff, maintaining the Department's operational capacity.

Community engagement remained a hallmark of MIPD's work. The return of a citywide National Night Out event brought residents together with officers, NORCOM dispatch operators, and emergency preparedness partners. The Department also led proactive efforts to address rising e-bike use and safety concerns, launching public education campaigns, conducting school outreach, and supporting updates to City Code to strengthen enforcement and improve safety.

Beyond immediate response, the Department continued investing in long-term priorities such as officer training, recruitment, and exploring technological advancements. The 2024 report acknowledges challenges in staffing, resources, and increasing service demands, while outlining future priorities in recruitment, interagency collaboration, and expansion of community-based programs. The highlighting of both achievements and opportunities reflects the department's commitment to transparency, adaptability, and providing the highest level of professionalism in protecting and serving all who live on or visit Mercer Island.

RECOMMENDED ACTION

Receive report. No action necessary.

Mercer Island
Police Department

2024
ANNUAL REPORT



MISSION, VISION, VALUES

MISSION



The Misson of the Mercer Island Police Department is to contribute to Mercer Island's reputation as a safe, friendly, economically thriving community in which to live, work, learn, play, and visit.

MISSION, VISION, VALUES

VALUES

- Our role is to provide police services to the community. Our work is honorable and important.
- Every person in the Department is a leader.
- Every person in the Department is important to its success.
- Every person in the Department has talent, skills, and knowledge to contribute to public service.
- Every person in the Department wants to do a good job. They are willing to work hard to achieve goals because each wants to be successful.
- Every person deserves to be treated with respect and dignity due them as human beings and to be accepted as a person who has something to contribute.
- Every person has a right to have an opinion and to have it heard and respected.
- Every person in the Department tries to assist people to make life in this community a good experience.
- Every person in the Department is employed by the people of the community and is entrusted with equipment and responsibilities to provide a safe environment.
- We value Mercer Island, its history, its traditions, its future, its residents, its surroundings, and its way of life.
- We value the United States of America, our Constitution, the rule of law, and our freedom.

MISSION, VISION, VALUES

VISION

- Provide quality police services.
- Be open and responsive to individuals and groups.
- Recognize the importance of communication.
- Select and train professional personnel.
- Make efficient use of human and technical resources.
- Be aware of new methods and adopt the most useful.
- Cooperate with other local governments.
- Develop and maintain a Department plan.
- Assure resident participation in Department planning.
- Develop leaders within the Department.

CONTENTS

01 MISSION, VISION, VALUES

05 2024 HIGHLIGHTS

07 2024 WORK PLAN ITEMS

08 COMMUNITY ENGAGEMENT

09 EMPLOYMENT STATS

11 PATROL OPERATIONS

13 TRAFFIC STATS

16 CRIME REPORTING

19 INVESTIGATIONS & SPECIAL PROGRAMS

23 MARINE PATROL

26 RECORDS

27 EMERGENCY MANAGEMENT

29 TRAINING

31 DEPARTMENT ORGANIZATION



2024 HIGHLIGHTS

TRANSITIONED DEPARTMENT TO NEW TEMPORARY FACILITIES

After evacuating City Hall in April 2023 due to the discovery of asbestos and subsequently moving from the Community Center to Luther Burbank Admin Building, the Department moved into its current temporary facilities in November 2024 while more permanent solutions are found.





ONBOARDED & TRAINED SEVERAL NEW DEPARTMENT PERSONNEL

The year saw several retirements and position changes, which opened the door for new officers and personnel.

BROUGHT BACK CITY-HOSTED NNO EVENT

2024 saw the return of a City-wide National Night Out (NNO) event. The community turned out to meet the new Police Chief, Officers, NORCOM Operators, learn about emergency preparedness, and more.



2024 HIGHLIGHTS

ADDRESSED RISING E-BIKE USE & SAFETY CONCERNS

Leadership led a cross-department effort to address rising e-bike use and safety concerns through a public information campaign, school assembly, and City Code review to strengthen enforcement and improve safety.





MANAGED MULTIPLE EMERGENCIES

Between April's main water transmission line leak and the November bomb cyclone, the Department and City successfully continued all operations while under a declared local emergency for 6 months of 2024.

2024 WORK PLAN ITEMS

Prepare for the opening of new Light Rail station, to include response protocols and pedestrian and vehicles safety considerations.

Continue the Interlocal Agreements for Marine Patrol Services with Hunts Point, Medina, Renton, Bellevue, and Yarrow Point. Track time and resources spent in each marine jurisdiction to inform the cost allocation model the City utilizes to charge contract cities. Work with the Finance Department to complete an overhead cost analysis to inform updates to the Interlocal Agreements.

Collaborate with public safety partners to acquire and implement the Puget Sound Emergency Radio Network (PSERN) for public safety communications.

Proactively combat crimes through crime prevention and education programs, by leveraging social media outreach and rigorous investigation efforts.

Continue the Community Academy, Coffee with a Cop, Paws on Patrol, Community Emergency Response Team (CERT), and National Night Out. Support the Parks and Recreation Department through participation in community-wide special events.

These are highlighted work plan items. For the full list of MIPD work plan items, see the 2023-2024 Biennial Budget at www.mercerisland.gov/budget



COMMUNITY ENGAGEMENT

The Department participates in community events as well as hosting events to engage with the community and share crime prevention tips and information. This is a sampling of the engagement opportunities the Department participated in:



- National Night Out
- Coffee with a Cop
- School and Community Presentations
- Summer Celebration
- Town Center Trick or Treat
- Senior Resource Fair
- MISD New Student Night

EMPLOYMENT STATS

Mercer Island Police Department

Commissioned Staff: 33 Civilian Staff: 4.5

Total Employees: 38.5 Mercer Island Population: 24,750

Recruitment, Hiring, and Retention

The Department continues to hire and maintain a diverse staff that complement our communities' demographics. In 2024, MIPD hired six people to fill police officer or support staff positions. MIPD is well known for its open and inclusive work culture, which has translated to successful recruitment, hiring, and retention. Those hired in 2024 speak to that commitment to diversity and community representation.

Background Investigations

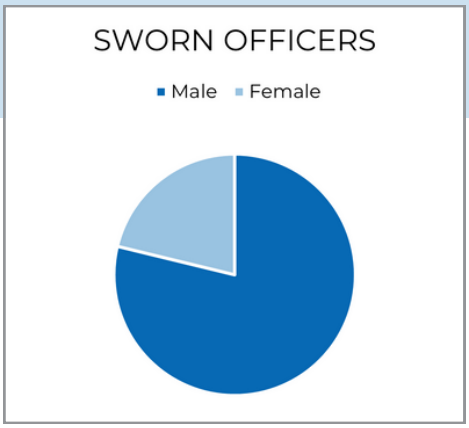
The Department conducted hiring processes for multiple officers and civilian positions in 2024. Candidates successful in the initial hiring steps are moved into a background investigation which is managed out of our Personnel and Training Office. Select department members are trained to assist with these investigations and conduct them while balancing other assigned duties. Candidates are evaluated in terms of integrity, credibility, dependability, learning ability, personal sensitivity, judgment, drug use history, driving record, and other mandated standards.

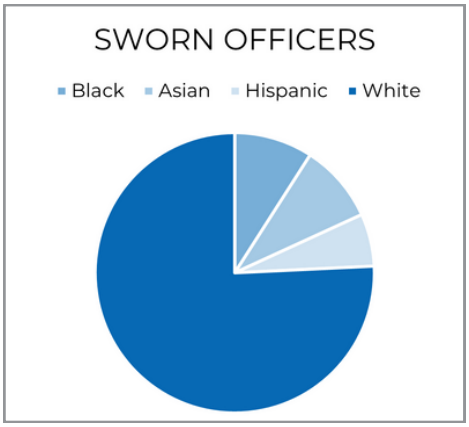
New Police Officers

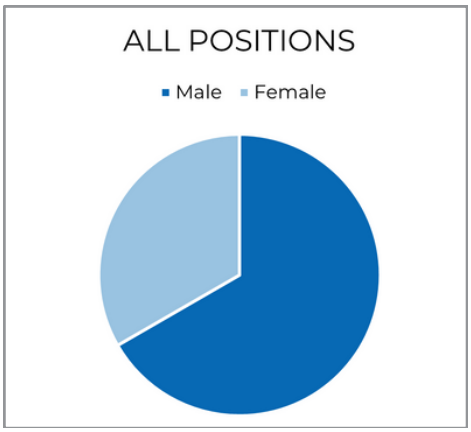
- Bonagofski, Luke
- Johnson, Shannon
- Larios, Carlos
- Sutter, Chris
- Udodik, Marina

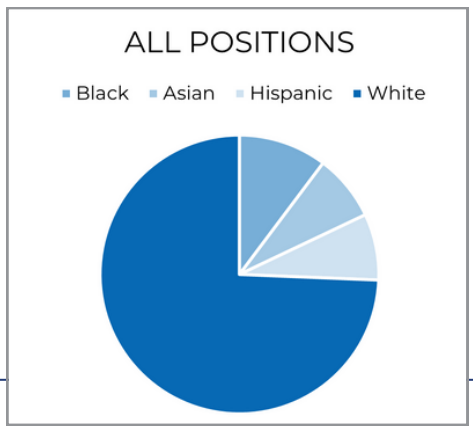
New Support Staff

- Scinkovec, Andrea
- Stewart, Taylor

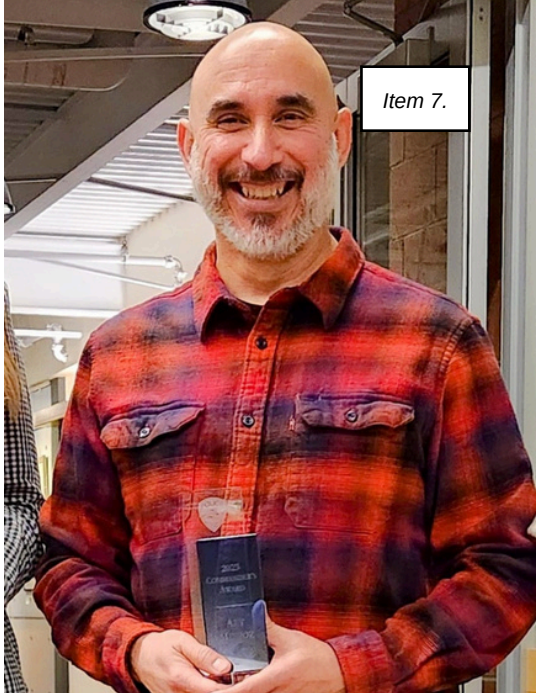









DEMOCRACY.




CITY OF MERCER ISLAND






MERCER ISLAND
POLICE

PATROL OPERATIONS

The Mercer Island Police Department's Patrol Unit is the critical division responsible for ensuring public safety and maintaining law and order within the City of Mercer Island. Comprised of uniformed officers, the unit operates 24/7 and is often the first point of contact for emergency situations and community interactions. Patrol focuses on community concerns related to traffic, criminal activity, and safety concerns.

Patrol officers respond to calls for service, conduct proactive patrols to deter and detect criminal activity, enforce traffic laws, and aid residents in need. They play a vital role in crime prevention, community engagement, and rapid response to incidents, contributing to the overall well-being of the Mercer Island community.



PATROL OPERATIONS

In 2024, the Patrol section responded to approximately 13,000 calls for service. It is staffed by four patrol sergeants, and fifteen police officers. The response time for emergency calls for police is outstanding, with the average response being less than six minutes.

The Island's crime index, a measure of the crime rate per thousand citizens, is one of the lowest in the state and the nation. Mercer Island is a community that does not experience a high rate of serious crimes such as robberies, homicide, and assaults. During 2024, Mercer Island police officers issued 910 citations, made 188 arrests, and investigated 192 traffic accidents.

PATROL BY THE NUMBERS

- 15 Police Officers
- 4 Sergeants
- 24/7/365 operations
- 13,000 calls for service
- <6 minute response time
- 910 citations issued
- 188 arrests made
- 192 traffic accident investigations

All new officers start their career in the Patrol section. Patrol officers are able to receive specialized training in areas such as field training for new officers and traffic accident investigation. Later, they may move to assignments in the Investigations Unit, School Resource Officer, and Marine Patrol. Additionally, the Department has many specialized units in which officers may participate while continuing their work as patrol officers including Dive Team, Special Operations Team, Bicycle Patrol, Crime Prevention, and Advanced Collision Investigation.

Typically, each officer is trained for several other assignments in addition to their patrol work. This is how the Department can provide such a high level of service to the community with a limited number of officers.

TRAFFIC STATS

Police officers conduct traffic enforcement for several key reasons that directly support public safety, crime prevention, and community well-being:

1. Promote Public Safety
Traffic enforcement is primarily aimed at **reducing collisions, injuries,** and **fatalities** on the road. Officers help prevent crashes and protect motorists, cyclists, and pedestrians by addressing dangerous driving behaviors such as:

- Speeding
- Running red lights or stop signs
- Distracted or impaired driving
- Aggressive or reckless driving

2. Prevent Serious Injuries and Fatalities
Statistically, strict enforcement of traffic laws correlates with **lower rates of fatal accidents**. DUI emphasis, speed enforcement, and seatbelt checks help reduce the severity and frequency of crashes.

3. Detect and Deter Criminal Activity
Many arrests for felony crimes begin with a routine traffic stop. It's a critical tool in proactive policing. Traffic stops can uncover:

- Stolen vehicles
- Illegal weapons
- Drugs or contraband
- Wanted suspects or fugitives

4. Encourage Voluntary Compliance with Laws
Consistent traffic enforcement reinforces the expectation that drivers must follow the law. Over time, this builds a **culture of compliance**, where drivers are more likely to obey traffic laws even without a visible police presence.

TRAFFIC STATS

5. Address Quality of Life Concerns
In residential areas, speeding or reckless driving can endanger children and families. Traffic enforcement helps respond to community concerns and improves neighborhood livability.

6. Educational Opportunity
Enforcement also serves an educational tool. Many interactions lead to warnings or advice rather than citations. These encounters help inform drivers about:

- New traffic laws
- Safe driving habits
- The consequences of dangerous behavior

7. Support Broader Crime Reduction Strategies
High-visibility traffic enforcement can act as a deterrent to broader criminal behavior and is often part of data-driven strategies like:

- Hot-spot policing
- DUI task forces
- Traffic safety grants (e.g. from NHTSA)

Traffic enforcement is not just about writing tickets — it's about saving lives, deterring crime, and fostering safe communities.



TRAFFIC STATS

Collisions						
	2022	2023	2024	**Low**	**High**	**Avg**
Total Collisions	**134**	**152**	**192**	134	192	159

Ticket Summary						
	2022	2023	2024	**Low**	**High**	**Avg**
Infraction - traffic	452	776	399	399	776	542
Infraction - non-traffic	14	5	5	5	14	8
Criminal - traffic	97	192	170	97	192	153
Criminal - non-traffic	55	31	57	31	57	48
Parking	322	421	279	279	421	341
Total Citations	**940**	**1425**	**910**	**910**	**1,425**	**1,092**

Self-Initiated Field Activity (SIFA)						
	2022	2023	2024	**Low**	**High**	**Avg**
Total SIFA	**5779**	**6563**	**7003**	**5,779**	**7,003**	**6,448**

Traffic Stops						
	2022	2023	2024	**Low**	**High**	**Avg**
Total Traffic Stops	**3316**	**3816**	**3284**	**3,284**	**3,816**	**3,472**

CRIME REPORTING - SERIOUS OFFENSES

The Mercer Island Police Department is required to report to the National Incident-Based Reporting System (NIBRS) about each individual criminal incident officers encounter. This incident-based reporting system is used by law enforcement agencies in the United States for collecting and reporting data on crimes and is managed by the FBI. The broad scope of information collected in NIBRS serves to greatly improve the nation's understanding of crime and public safety.

NIBRS captures detailed data about the characteristics of criminal incidents, including:

- A broad array of offenses.
- Types and amount of property lost.
- Demographic information about victims, offenders, and persons arrested.
- What type of weapon, if any, was used in the incident.

NIBRS data more accurately reflect the types of crime addressed by police agencies. They are broken down into the following categories:

	Specific Offenses
Crimes Against Persons	Murder, Rape, Aggravated Assault, etc.
Crimes Against Property	Burglary, Larceny-Theft, Motor Vehicle Theft
Crimes Against Society	Drug/Narcotic Violations, Weapons Law Violations

CRIME REPORTING - SERIOUS OFFENSES

2024 NIBRS Data for Mercer Island:

Aggravated Assault	3
Arson	0
Auto Theft	26
Burglary	52
Drug Violation	0
Forcible Sex Offense	1
Fraud	82
Kidnapping	1

Larceny	273
Manslaughter	0
Murder/Non-Neg Homicide	1
Protection Order Violation	8
Robbery	4
Simple Assault/Provoking	30
Weapons Violation	1

Larceny: Theft 1st, 2nd and 3rd degree, mail theft, vehicle prowls



CRIME REPORTING - SERIOUS OFFENSES

NIBRS Three Year Comparison for Mercer Island:

Offense	2022	2023	2024	Low	High	Avg
Aggravated Assault	10	10	3	3	10	8
Arson	-	-	-	-	-	-
Auto Theft	42	23	26	23	42	30
Burglary	57	39	52	39	57	49
Drug Violation	11	2	-	-	11	4
Forcible Sex Offense	3	-	1	-	3	1
Fraud	82	59	82	59	82	74
Kidnapping	1	-	1	-	1	1
Larceny	345	230	273	230	345	283
Manslaughter	-	-	-	-	-	-
Murder/Non-Neg Homicide	2	-	1	-	2	1
Protection Order Violation	19	10	8	8	19	12
Robbery	5	5	4	4	5	5
Simple Assault/Provoking	30	28	30	28	30	29
Weapons Violation	5	2	1	1	5	3

INVESTIGATIONS & SPECIAL PROGRAMS: CRIMINAL INVESTIGATIONS UNIT

The Mercer Island Police Department Criminal Investigations Unit manages and investigates criminal cases by collecting evidence, interviewing witnesses, and collaborating with patrol operations and regional and national law enforcement agencies, with the goals of solving crimes, apprehending suspects, and ensuring community safety and justice. The unit is staffed with one detective sergeant and two general detectives.

Detectives are assigned cases that originate from a patrol response that requires additional follow-up or investigation. Often these cases require the application of a search warrant to further the case.



INVESTIGATIONS & SPECIAL PROGRAMS: CRIMINAL INVESTIGATIONS UNIT

In 2024, one hundred and eighty cases were assigned to MIPD detectives for additional follow-up and comprised the following crimes:

Aggravated assault	4	Rape - forcible	1
Burglary/breaking and entering	27	Robbery	3
Counterfeiting/forgery	9	Simple assault	3
Destruction/damage/vandalism	30	Stolen property offense (receiving, etc.)	3
Driving under the influence	3	Theft - pocket-picking	1
Fondling - forcible (child)	1	Theft - shoplifting	13
Fraud - impersonation	14	Theft - from building	12
Identity Theft	29	Theft - from motor vehicle	21
Intimidation	4	Theft - all other	67
Kidnapping/abduction	2	Trespass of real property	1
Motor vehicle theft	10	Violation of protection/no contact orders	3
Murder/non-negligent manslaughter	1	All other offenses	6
Pornography/obscene material	2	Not reportable	7
Prostitution	2		

As the complexity of cases increase, so does the time it takes to investigate the crime. As investigators work through cases, the goal is to identify the suspect or suspects, make arrests as possible, and submit the case to the prosecuting attorney's office, who then determines if charges will be filed.

INVESTIGATIONS & SPECIAL PROGRAMS: CRIMINAL INVESTIGATIONS UNIT

In simplest terms, investigators either submit the case for filing, inactivate the case due to lack of evidence, or close the case entirely - otherwise known as clearance rates.

There are two types of case clearance (per FBI NIBRS standards):

1. Cleared by Arrest
A case is cleared by arrest when at least one person is arrested, charged with the offense, and turned over to the court for prosecution.

2. Cleared by Exceptional Means
This applies when law enforcement has identified the offender, gathered enough evidence to support an arrest, charge, and prosecution, identified the offender's exact location, and/but can't make an arrest due to reasons beyond their control.

These are the clearance rates for Mercer Island in 2024:

Offense Description	Attempted	Completed	Clearances by Arrest	Clearances by Exceptional Means	Percent Clearances
Aggravated Assault		4	3		75
Burglary/Breaking & Entering	7	45	1		1.92
Counterfeiting/Forgery	3	9			

Offense Description	Attempted	Completed	Clearances by Arrest	Clearances by Exceptional Means	Percent Clearances
Credit Card/Automatic Teller Machine Fraud	1	1			
Destruction/Damage/Vandalism of Property		147	6		4.08
Extortion/Blackmail	1	2			
Hacking/Computer Invasion		2			
Identity Theft	2	54	1		1.79
Impersonation	4	21			
Intimidation		8			
Kidnapping/Abduction		1			
Motor Vehicle Theft	1	26			
Pocket Picking		1			
Pornography/Obscene Material		3			
Prostitution		2			
Purse Snatching		2			
Rape		1			
Robbery		4	1		25
Shoplifting		43	18		41.86
Simple Assault		35	22		62.86
Stolen Property Offenses		3	1		33.33
Theft From Building		12			
Theft From Motor Vehicle	11	61	1		1.39
Theft Of Motor Vehicle Parts or Accessories	2	7			
All Other Larceny	3	127	4		3.08
Violation Of No Contact or Protection Orders		9			
Weapon Law Violations		1			

MARINE PATROL

The mission of Marine Patrol is the promotion of boating safety and the protection of life and property in the waters surrounding Mercer Island. The cities of Bellevue, Renton, Medina, as well as the towns of Hunts Point and Yarrow Point contract with the City of Mercer Island for their maritime law enforcement.

Marine Patrol has 22 officers trained to operate the three vessels in its fleet. These officers have all attended the Basic Marine Law Enforcement Academy and have continued their training since graduating through various courses, including:

- Boat Search and Rescue
- Boating Under the Influence Detection
- Marine Collision Investigation
- Marine Emergency Vessel Operator Course



MARINE PATROL

The Marine Patrol unit achieves their mission by providing regular boat patrols of the lake and surrounding shoreline, enforcing state and local laws, answering calls for assistance, giving emergency medical aid, investigating water-related accidents, and educating the public in safe boating practices.

Boating Education

The Marine Patrol unit promotes boating safety and education in all facets of their work: boating enforcement contacts, educational literature, boating safety inspections, public presentations, and special events.

The ability to make direct one-on-one contact with the boating public is a great benefit in terms of promoting boating safety. With an emphasis on boating education before enforcement, MIPD personnel have a wide range of tools to offer the boating public.

By maintaining close working relationships with other boating/marine safety organizations, Marine Patrol has helped to promote marine laws and safety rules throughout the entire state.

Mercer Island's boating program is mandated by the Washington State Parks and Recreation commission to provide boating education to the public. We meet this requirement through the following:

- Boating Safety Classes
- Boating Safety Literature
- Appearances at Public Events
- Community Water Safety Presentations
- Media Presentations

MARINE PATROL STATS

Marine Patrol by the Numbers

- 660 Unit hours patrolling or responding to emergency calls on Lake Washington.
  - 1,358 Officer hours spent on the water patrolling or responding to calls.
  - 68 hours conducting ramp inspections prior to vessels entering the water, ensuring each had necessary safety gear.
- 204 vessel safety inspections.
- 562 calls for service:
  - 237 vessel stops
  - 105 people/vessel assists
  - 68 logs removed due to navigational hazard
  - 22 search and rescue calls.
- 35 “No Wake” buoys replaced throughout managed jurisdictions.



RECORDS & EVIDENCE

The Mercer Island Police Department Records and Evidence Units are responsible for a range of crucial tasks.

The Evidence Unit ensures the proper storage, management, security, and documentation of all evidence and other property collected by officers. This includes cataloging, storing, and maintaining a chain of custody for all items, as well as facilitating the retrieval and release of property.

The Records Unit plays a critical role in maintaining accurate and organized records that support investigations and the overall departmental operations. The Records Unit processes concealed pistol license applications according to state and federal law, processes protection orders and warrants from the court, reviews all police records for accuracy to ensure compliance with federal crime reporting standards, and assists the public including processing all public records requests for the Police Department.

RECORDS BY THE NUMBERS

- 659 Public records requests
- 137 Concealed pistol licenses processed
- 986 Officer generated case reports
- 3,174 Pieces of evidence managed
- 19 Firearms destroyed

EMERGENCY MANAGEMENT

The mission of Mercer Island Emergency Management is to prepare for, respond to, and recover from local and regional incidents, and to prepare Mercer Islanders to be self-sufficient for 7-14 days following a major disaster. A wide range of classes, training, and certifications are offered to the community to achieve these goals.

Declared Local Emergencies

In 2024, the City made two local emergency declarations - the first in April for the SPU water main transmission link leak, neighborhood evacuation, and water conservation and the second in November for the bomb cyclone windstorm and power outage. In total, the City operated under a declared local emergency for six months of the year (165 days).



EMERGENCY MANAGEMENT

Emergency Plan Updates

Two major emergency management plans were due to be updated by the end of 2024 - the Comprehensive Emergency Management Plan (CEMP) and the Hazard Mitigation Plan (HMP). Both were successfully completed and submitted to the state and FEMA, respectively, and received high marks. These plans will be due for an update again in five years.

Managing Volunteer Corps

A major component of the emergency management program are the volunteers. In 2024, there were 179 trained volunteers on the emergency management roster, 59 of which were badged volunteers (have undergone background checks and additional training). Throughout the year, 58 unique volunteers participated in at least one emergency management training, outreach event, deployment, or other event - many of these volunteers participated in more than one event.

EMERGENCY MANAGEMENT BY THE NUMBERS

- 15 Training, event, meeting, and deployment opportunities.
- 58 Volunteers participated in at least one event.
- 4 New events added to the calendar including two Stop the Bleed classes.
- 23 Community Emergency Response Team (CERT) graduates.
- 27 Volunteers participated in the annual volunteer exercise.
- 5 Preparedness presentations provided to the community.

TRAINING

The Mercer Island Police Department believes quality training is a foundation for developing officers who exercise authority with professionalism and humility.

Entry-level officers attend the Washington State Criminal Justice Training Commission's Basic Law Enforcement Academy (BLEA) which is comprised of 720-hour program including criminal law, criminal procedures, arrest tactics, de-escalation, crisis intervention, and patrol tactics. Upon graduation, these candidates become certified Washington State Peace Officers and return to MIPD for additional training and orientation.



TRAINING

Following BLEA, these new officers complete about 600 hours in the Field Training Program, assigned to certified officers who guide them in the tradecraft. Training officers evaluate their performance and prepare them before they are assigned to work as a solo patrol officer.

As patrol officers, training continues through in-service instruction in all facets of Law Enforcement including legal updates, ethical and equitable patrol tactics, de-escalation, crisis intervention, specialized training, and professional development. Based on their professional goals and departmental needs, officers receive instruction in career development and leadership.

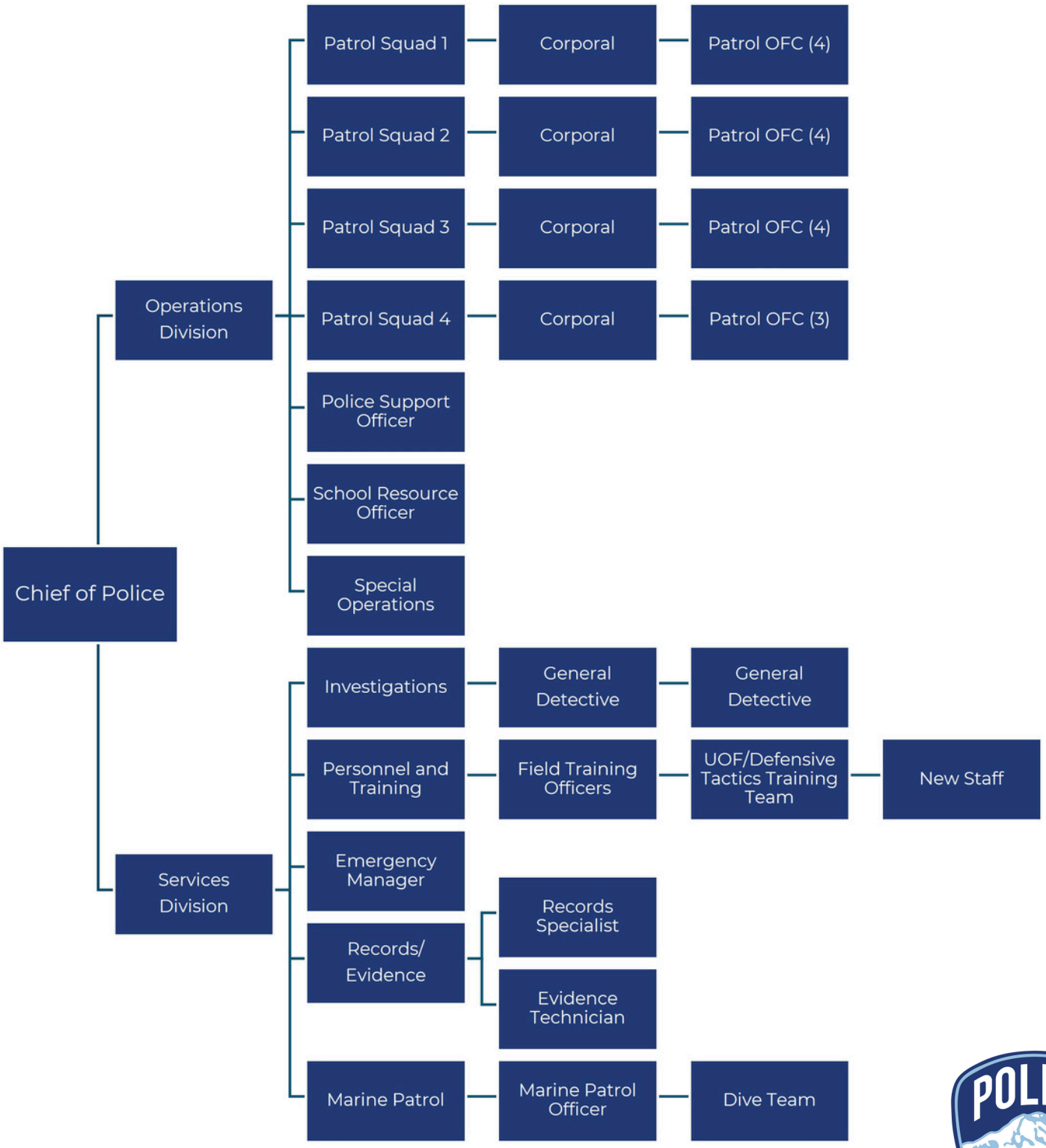






DEPARTMENT ORGANIZATION CHART

Mercer Island Police Department 2024




POLICE








POLICE
POLICE
POLICE
POLICE


2024 VOLUNTEER EXERCISE
CERT

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6805
November 18, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6805: Confirmation of the Municipal Court Judge Reappointment	☐ Discussion Only ☒ Action Needed: ☒ Motion ☐ Ordinance ☒ Resolution
RECOMMENDED ACTION:	Adopt Resolution No. 1686 confirming the reappointment of the Mercer Island Municipal Court Judge.	

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Resolution No. 1686 and Employment Agreement
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to adopt Resolution No. 1686 (Exhibit 1) confirming the reappointment of Judge Jeff Gregory to continue as the Mercer Island Municipal Court Judge for a four-year term, effective January 1, 2026 through December 31, 2029.

BACKGROUND

On February 2, 2004, the Mercer Island City Council adopted Ordinance No. 04C-01 forming the Mercer Island Municipal Court. RCW 3.50.040 requires that all municipal court judges' terms be four years with the starting and ending date of such terms set by statute. The next statutory four-year term commences on January 1, 2026 and ends on December 31, 2029.

Pursuant to RCW 35A.13.080(2), the appointment of a municipal judge of a code city shall be made by the city manager subject to confirmation by the City Council, for a four-year term. Judge Jeff Gregory currently serves as the City of Mercer Island's Municipal Court Judge. Judge Gregory was appointed by the City Manager in 2021 to serve the current term from January 1, 2022 through December 31, 2025.

In addition, the City of Mercer Island contracts with the City of Newcastle to provide Municipal Court Services. Judge Gregory currently serves as the City of Newcastle's Municipal Court Judge. The Newcastle City Council is anticipated to confirm the reappointment of Judge Gregory on December 2, 2025.

ISSUE/DISCUSSION

Judge Jeff Gregory has served as the City of Mercer Island's Municipal Court Judge since 2022, with his current term due to expire on December 31, 2025. Prior to his appointment as Mercer Island's Municipal Court Judge, Judge Gregory served as the Judge Pro Tem for Mercer Island and other jurisdictions for six years. Judge Gregory has been a practicing attorney for almost 24 years with a primary focus of criminal law, including experience as a prosecutor and public defender.

Pursuant to RCW 35A.13.080(2), the appointment of the municipal judge of a code city shall be made by the city manager subject to confirmation by the council, for a four-year term. The City Manager notified Judge Gregory of her intent to reappoint him to the Municipal Court Judge on November 6, 2025, pending confirmation by the City Council and execution of an employment agreement.

An employment agreement with Judge Gregory is an exhibit to Resolution No. 1686 (see Exhibit 1). The terms of the proposed employment agreement are the same as the current agreement except for salary and hours. The salary has increased to match the current District Court Judge Salary (set by the Administrative Office of the Courts) and the hours per week have increased from 20 to 24 to align with caseload and after hours work. The proposed employment agreement is within the budgeted amount for this position as approved in the 2025-2026 Biennial Budget.

The City Manager recommends that the City Council confirm the reappointment of Judge Jeff Gregory as the Mercer Island Municipal Court Judge for a four-year term, effective January 1, 2026 through December 31, 2029.

NEXT STEPS

Upon approval of Resolution No. 1686, the City Manager will execute the employment agreement with Judge Gregory.

RECOMMENDED ACTION

1. Adopt Resolution No. 1686 confirming the reappointment of Judge Jeff Gregory to continue as the Mercer Island Municipal Court Judge for a four-year term, effective January 1, 2026 through December 31, 2029.
2. Authorize the City Manager to execute the Municipal Court Judge Employment Agreement, substantially in the form attached as Exhibit A to Resolution No 1686, and to execute future amendments to the Agreement based on needs and changes to the Municipal Court's operations, provided that financial impacts of the amendments are within the approved budget.

CITY OF MERCER ISLAND
RESOLUTION NO. 1686

A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON CONFIRMING THE REAPPOINTMENT OF JEFF GREGORY AS MUNICIPAL COURT JUDGE.

WHEREAS, the City of Mercer Island ("City") adopted Ordinance No. 04C-01 on February 2, 2004, creating the City of Mercer Island Municipal Court under the provisions of Chapter 3.50 RCW; and

WHEREAS, pursuant to RCW 3.50.040 and Mercer Island Municipal Code ("MICC") 2.40.040, the appointment of a Municipal Court Judge is for a term of four years; and

WHEREAS, the City appointed Judge Jeff Gregory as the Municipal Court Judge for a four-year term expiring December 31, 2025; and

WHEREAS, the City's Municipal Judge shall be appointed by the City Manager and confirmed by the City Council pursuant to RCW 3.50.040, RCW 35A.13.080(2) and MICC 2.40.040; and

WHEREAS, City Manager Jessi Bon seeks to reappoint Judge Jeff Gregory as the City's Municipal Court Judge for a successive term effective January 1, 2026 through December 31, 2029 and enter into an Employment Agreement with Jeff Gregory in substantially the form attached hereto as "Exhibit A."

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

Section 1. Confirmation of Judicial Reappointment. The City Council of the City of Mercer Island confirms the City Manager's reappointment of Judge Jeff Gregory as the Mercer Island Municipal Court Judge for a four-year term commencing on January 1, 2026 and ending on December 31, 2029. Furthermore, the City Council authorizes the City Manager to execute the Employment Agreement with Judge Jeff Gregory in substantially the form attached as "Exhibit A" to this resolution, and to execute future amendments to the Agreement based on needs and changes to the Municipal Court's operations, provided that financial impacts of the amendments are within the approved budget."

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 18TH DAY OF NOVEMBER 2025.

CITY OF MERCER ISLAND

_____
Salim Nice, Mayor

ATTEST:

_____
Andrea Larson, City Clerk

MUNICIPAL JUDGE EMPLOYMENT AGREEMENT

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

THIS AGREEMENT FOR EMPLOYMENT SERVICES ("Agreement") is dated effective the 1st day of January 2026 and is between the City of Mercer Island, a Washington municipal corporation ("City") and Jeff Gregory ("Judge").

I. RECITALS

WHEREAS, the City has established its Municipal Court under the provisions of Chapter 3.50 RCW (Municipal Court);

WHEREAS, the Judge appointed by the City Manager and confirmed by the City Council will be responsible for the performance of judicial services for the courts;

WHEREAS, the United States Constitution establishes three independent branches of government: executive, legislative, and judicial;

WHEREAS, the checks and balances among the branches of government are facilitated through coordination and communication between the executive and judicial branches; and

WHEREAS, all three branches of government have part of the responsibility for the quality of the justice system and all three have to work together to maximize the quality that is provided.

In consideration of the mutual benefits to be derived herein, the Parties agree as follows:

II. PROFESSIONAL REQUIREMENTS

The Judge shall be an attorney admitted to practice law before the courts of record for the State of Washington. The Judge must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association.

The Judge will keep current on legal issues relevant to the Municipal Court, including through attendance at continuing legal and judicial education programs emphasizing such matters.

The Judge shall comply with the Code of Judicial Conduct and be subject to ethics laws applicable to the office. The Judge is responsible for ensuring that staff and court officials comply with applicable provisions of the Code of Judicial Conduct, court rules, and statutes.

The Judge agrees not to participate in any matter in which the Judge participated personally and substantially prior to his judicial confirmation as a Judge, public officer, or employee, including: (1) as a lawyer in any case adverse to the City or its Police Department; or, (2) as a defense attorney or prosecuting attorney in the Municipal Court.

III. DUTIES

The Judge shall at all times faithfully, and to the best of his ability, administer all activities of the court, direct its employees, hear and assign all cases in a timely manner, and all other actions reasonably necessary to establish and fulfill obligations of the Municipal Court as established by state or local law, rule, statute, regulation, or City ordinance. The Judge shall perform all other duties legally prescribed for a judicial officer according to state law, the requirements of the Code of Judicial Conduct, and the Washington State court rules.

IV. MANAGEMENT OF JUDICIAL HOURS

The Judge is charged with court scheduling, including assignment of pro tem judges, to ensure that the compensated time of all judges does not exceed 20 hours per week, except as allowed under Section V. One or more pro tem judges may be appointed by the Judge if the cost of such pro tem judge is included in the court budget and authorized by this Agreement.

V. COMPENSATION & BENEFITS

The Judge shall provide services to the City at an initial salary equivalent to One Hundred and Thirty-Five Thousand Six Hundred and Fifty-Seven Dollars and Sixty Cents ($135,657.60). The Judge shall receive the same annual Cost of Living Adjustment ("COLA") provided to non-represented employees beginning in 2027. The Judge shall be an employee of the City and shall be entitled to the following employee benefits provided to exempt City employees: retirement, medical, dental, and vision benefits, pro-rated for spouse/partner and dependents. The Judge shall not accrue vacation leave or receive holiday pay as the reduced work week of 24 hours a week have been specifically negotiated to be replacement compensation for such benefits. The Judge shall accrue paid sick leave at the rate of four (4) hours per month.

The compensation of the Judge shall be reduced by the hourly rate of pay for each hour that a judge pro tem serves in place of the Judge; provided that, no reduction in compensation of the Judge shall occur when a judge pro tem serves in place of the Judge in the following instances:

1. For up to 60 hours annually at the Judge's discretion.
2. The Judge needs to take paid sick leave.
3. The Judge is disqualified from hearing a case following the filing of an affidavit of prejudice.
4. The Judge has disqualified himself in a proceeding in which his impartiality might reasonably be questioned.

VI. TERM

This Agreement shall commence upon the effective date and continue until December 31, 2029 (Term).

VII. PERSONNEL AND FINANCIAL FUNCTION

The court is an independent branch of government. The Judge shall supervise the daily operations of the court and all personnel assigned to perform court functions in accordance with the provisions of GR 29(e) and (f), RCW 3.50.080 and chapter 2.40 MICC. All employees of the

municipal court shall, for all purposes, be deemed employees of the City. They shall be appointed by and serve at the pleasure of the court. The parties receive mutual benefit in having court employees adhere to the same personnel and human resource rules and policies as other City employees. The Judge will participate in the review of any revisions or amendments to such rules and policies dealing specifically with court personnel. Personnel or financial actions taken by the Judge and the making of contracts must be in accordance with any applicable collective bargaining agreement, City ordinance, purchasing policy, or State law. The Judge and the City will consult with one another prior to taking any final personnel actions in connection with a court employee. The Judge and the City will consult with one another in connection with any labor negotiations and/or collective bargain negotiations relating to court employees.

VIII. MEETINGS

The Judge and the City Manager will meet at least quarterly to consider court operations, budget, personnel, and any other court matters. The Judge and City Manager shall annually agree upon performance measures for the Mercer Island Municipal Court and the Judge shall report on the status of achieving such measures on a quarterly basis. The Judge shall present an annual update to the City Council on municipal court operations.

IX. INDEMNIFICATION

The Judge is a public official of the City. The City agrees to indemnify, defend, and hold the Judge harmless for any and all claims, losses, actions or liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, for any acts of the Judge that are within the scope of his official duties to the extent provided for other city officials.

The Judge agrees to indemnify, defend, and hold the City harmless for any and all claims, losses, actions or liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, for any acts of the Judge that are outside the scope of his official duties.

X. NON-EXCLUSIVE AGREEMENT

This shall be a non-exclusive contract as to the parties. The City reserves the right to appoint additional judges and to contract for additional court services in the future. Nothing herein shall be interpreted to prohibit such future judicial appointments, restrict the City's decision to increase the position to full-time, which could trigger the provisions of RCW 3.50.055, guarantee the number of cases to be heard by the Judge, or restrict the City from exercising any option available under chapter 3.50 RCW related to changes to its Municipal Court.

XI. DISPUTE RESOLUTION

In the event of a dispute under the terms of this Agreement, the Parties agree to the following dispute resolution process:

1. The City and the Judge shall meet to discuss the dispute and attempt to resolve the matter.

2. In the event the dispute is not resolved by the City and the Judge, the parties agree to forward the dispute to the Court Assistant Team (CAT), of the Court Independence Response Team, formed by the Board of Judicial Administration. The parties will present their dispute to CAT and CAT shall issue a non-binding recommendation for resolution of the dispute.

3. In the event the dispute is not resolved by CAT, the parties are entitled to seek any remedies available at law, in equity, or by statute.

XII. TERMINATION

This Agreement may be terminated, prior to the expiration of the Term, as follows:

1. By the City for any cause constituting grounds for removal of the Judge under RCW 3.50.095 or other state statutes;

2. By the City upon removal or suspension of the Judge by the Washington State Supreme Court;

3. By the Judge if he provides the City not less than ninety (90) days written notice prior to the effective date of said termination unless otherwise agreed by the parties;

4. By the City if it elects to terminate the municipal court as provided in Chapter 3.50 RCW or contract with another jurisdiction for court services; or

5. By the City if the position of municipal court becomes full-time as defined in RCW 3.50.055 and the City is required to fill the position by election.

The City's duty to pay compensation to the Judge shall cease at the time of termination; provided that, by mutual written agreement the parties may make some other provision regarding compensation with respect to transitional business of the court.

XIII. GENERAL PROVISIONS

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Neither the Judge nor the City shall have the right to transfer or assign in whole or in part, any or all of its obligations and rights under this Agreement without the prior written consent of the other party. The use of a judges pro tem shall not be deemed a transfer or assignment. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

DATED this _____ day of November 2025.

JUDGE:

JEFFREY GREGORY

By: _____
Jeffrey Gregory, Municipal Judge

CITY:

CITY OF MERCER ISLAND

By: _____
Jessi Bon, City Manager

Approved as to Form:

By: _____
Bio Park, City Attorney

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6809
November 18, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6809: Omnibus Ordinance Related to Permanent Regulations for Housing Production and Permit Streamlining (Ordinance No. 25C-27 Second Reading)	☐ Discussion Only ☒ Action Needed: ☒ Motion ☒ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Complete a second reading and adopt Ordinance 25C-27.	

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, CPD Director Adam Zack, Principal Planner
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 25C-27 Related to Permanent Regulations for Housing Production and Permit Streamlining
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda item is to complete a second reading of Ordinance No. 25C-27, omnibus legislation related to permanent regulations for housing production and permit streamlining (Exhibit 1). The City Council completed a first reading of Ordinance No. 25C-27 on November 4, 2025 (AB 6802).

- In the last few years, the WA Legislature has adopted many bills related to housing production and permit streamlining that require amendments to the Mercer Island City Code (MICC).
- Compliance with the updated State laws, combined with the state-required update to the Comprehensive Plan, required code amendments at a rapid pace.
- To keep pace with the changes in the State law, the City adopted a series of interim ordinances between 2021 and 2025.
- Interim ordinances establish temporary regulations that eventually expire unless they are renewed or replaced by permanent regulations.
- On July 15, 2025, the City Council approved a scope of work for a project to adopt omnibus legislation related to permanent regulations to replace the interim regulations for housing production and permit streamlining (AB 6735).
- The Planning Commission was briefed on the approved scope of work on July 23, 2025, and the initial draft of code amendments on September 10, 2025.

- The Planning Commission comment period on the draft code amendments was open from August 11 to September 19. All Planning Commission comments were entered into a comment matrix.
- On September 24, 2025, the Planning Commission started a public hearing on the draft code amendments. At that meeting, the Planning Commission addressed the submitted comments and continued the public hearing to October 8, 2025.
- A draft of the code amendments that incorporated the Planning Commission comments was published with PCB25-18 in advance of the continued public hearing on October 8, 2025.
- On October 8, 2025, the Planning Commission continued its public hearing on the proposed amendments and completed its recommendation to the City Council.
- The Planning Commission recommendation was incorporated into Ordinance No. 25C-27 and presented to the City Council for first reading on November 4, 2025.
- At the first reading, the City Council voted to remove amendment log numbers 38, 39, and 40. Those amendments have been removed from Ordinance No. 25C-27 (Exhibit 1).
- On November 18, the City Council can adopt ordinance No. 25C-27 after completing a second reading.

BACKGROUND

Beginning in 2021, the WA State Legislature enacted a number of bills related to housing production and permit streamlining that required local jurisdictions to amend their development codes to comply. During this period the City was also required to update its Comprehensive Plan to address new housing requirements. To comply with new legislation, meet its comprehensive plan update deadline, and maintain consistency with State law, the City enacted a series of interim ordinances that temporarily amended the MICC. The interim ordinances must be renewed every 6-12 months or replaced by permanent regulations to maintain compliance with State law.

Rather than prepare several code amendments to adopt permanent regulations to replace each interim ordinance related to housing production and permit streamlining individually, the City will adopt one set of amendments to replace them all at once. Omnibus legislation is the most efficient way to adopt permanent regulations because many of the interim ordinances overlap, with more than one ordinance amending the same development code section.

Omnibus Legislation Project History to Date

- July 15, 2025 – City Council approved scope of work and schedule
- July 23, 2025 – PC briefed on scope of work, schedule, and compliance topics to be addressed
- August 11, 2025 – First draft of omnibus legislation publicly available, Public and PC comment periods begins
- September 10, 2025 – PC briefing on first draft of omnibus legislation
- September 19, 2025 – PC comment period closes, public comment period still open
- September 24, 2025 – PC public hearing begins, PC comments from the comment matrix were resolved
- October 8, 2025 – PC public hearing continues, PC arrives at a recommendation
- November 4, 2025 – City Council first reading

ISSUE/DISCUSSION

Adoption of the omnibus legislation will address the interim ordinances and statewide legislation listed in Table 2. Permanently addressing these topics now will maintain compliance with State law and reduce staff time that would be dedicated to renewing interim ordinances individually.

Table 2. Topics to be Addressed by the Omnibus Ordinance.

Topic (Notation)	Description	MICC Chapters Affected	RCW Reference	Interim Ordinance #
Senate Bill 6015 (SB 6015)	Residential parking requirements	19.02, 19.03, 19.11, 19.12	36.70A.622	25C-08
House Bill 1293 (HB 1293)	Clear and objective design standards	19.03, 19.06, 19.11, 19.12, 19.15, 19.16	36.70A.630	25C-11
Senate Bill 5290 (SB 5290)	Permit review timelines	19.15	36.70B.080	24C-17
House Bill 1998 (HB 1998)	Co-Living Housing	19.06, 19.11, 19.16	36.70A.535	N/A
Design Commission (DC)	Remove references to Design Commission review[1]	19.01, 19.02, 19.03, 19.04, 19.05, 19.06, 19.10, 19.11, 19.12, 19.15, 19.16, App. C	N/A	25C-14[2]
Comprehensive Plan Implementation (Comp Plan)	In 2024, the City Council updated the Comprehensive Plan and made implementing amendments to the Town Center development code.	19.11	36.70A.130	24C-18

Notes:

1. In 2025, the City Council dissolved the Design Commission and reassigned design review to the Hearing Examiner. Though no further code amendments are required to implement that action, minor code amendments to remove reference to the DC will ensure the code remains consistent as the design standards are amended to address HB 1293.
2. Ordinance No. 25C-14 was a permanent amendment to reassign design review to the Hearing Examiner and dissolve the Design Commission concurrent with the adoption of Ordinance No. 25C-11. While additional amendments to assign design review to the Hearing Examiner are not required, there are references to the design commission throughout Title 19 of the MICC that can be removed. Amending or removing these references will clarify for applicants and other code uses who is the official responsible for review.

CHANGES TO ORDINANCE NO. 25C-27 BETWEEN FIRST AND SECOND READING

At the first reading of Ordinance No. 25C-27, the City Council decided to remove proposed amendments 38, 39, and 40 from the ordinance before second reading (AB 6802). Those amendments were removed from Ordinance No. 25C-27 in Exhibit 1 as follows:

- Deleted the phrase “provided the parking reduction is not applied on a parcel in the R-8.4, R-9.6, R-12, and R-15 zones” from MICC 19.03.020(B)(4) and MICC 19.04.040(B)(9).
- Deleted the phrase “demand and the cooperative parking is not applied on a parcel in the R-8.4, R-9.6, R-12, and R-15 zones” from MICC 19.04.040(E).

The three amendments removed from the ordinance were optional amendments and were not required to make interim regulations permanent or comply with state law. Removing these amendments returns these code sections to the initial amendment, which were limited to removing the reference to the design commission and requiring a parking demand study where necessary.

PARKING FOLLOW UP

On November 4, 2025, the City Council approved the following motion to remove amendments 38, 39, and 40:

> Remove Matrix Log Numbers 38, 39 and 40 as shown in AB 6802 Exhibit 3 from Ordinance No. 25C-27 and direct the City Manager to complete a review of parking related standards, agreements, variances as well as any other forms of relief from parking standards in MICC, Chapter 19 for the purpose of reporting findings to the City Council at a future to be determined time.

The motion directed staff to return with more information regarding parking at a future date. Such information is likely to be provided in the latter half of 2026 following the completion of major work items currently on the CPD work plan.

NEXT STEPS

If adopted, Ordinance No. 25C-27 will become effective five days after the notice of adoption is published.

RECOMMENDED ACTION

Adopt Ordinance No. 25C-27 relating to permanent regulations for housing production and permit streamlining as set forth in Exhibit 1 to this AB.

CITY OF MERCER ISLAND
ORDINANCE NO. 25C-27

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON TO ADOPT REGULATIONS RELATED TO HOUSING PRODUCTION AND PERMIT STREAMLINING; REPEALING INTERIM ORDINANCES 24C-17, 24C-18, 25C-08, AND 25C-11; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, In 2023 the Washington State Legislature adopted House Bill (HB) 1293 that required locally adopted design standards to be clear and objective; and

WHEREAS, The City of Mercer Island adopted Ordinance No. 25C-14 to dissolve the Design Commission at the same time made amendments to comply with HB 1293; and

WHEREAS, In 2023 the Washington State Legislature adopted Senate Bill (SB) 5290 that required local jurisdictions to simplify some permit review procedures and establish permit review timelines; and

WHEREAS, In 2024 the Washington State Legislature adopted SB 6015 that established requirements for locally adopted parking regulations; and

WHEREAS, In 2024 the City of Mercer Island completed the periodic review of its Comprehensive Plan; and

WHEREAS, On June 17, 2025, the City of Mercer Island adopted Ordinance No. 25C-11, which established interim regulations to comply with HB 1293,

WHEREAS, By December 31, 2025, cities must adopt amendments to comply with HB 1998; and

WHEREAS, HB 1293, SB 5290, SB 6015, the Comprehensive Plan periodic review implementing amendments, Ordinance No. 25C-14, and HB 1998, all relate to encouraging housing production and streamlining permit review; and

WHEREAS, On May 20, 2025, the City Council adopted Ordinance No. 25C-08, which renewed the interim regulations established by Ordinance No. 24C-08 to comply with SB 6015; and

WHEREAS, on December 3, 2024, the City of Mercer Island adopted Ordinance No. 24C-17 which established interim regulations to comply with SB 5290; and

WHEREAS, on June 3, 2025, the City of Mercer Island adopted Ordinance No. 25C-08, which renewed interim regulations to comply SB 6015 originally established by Ordinance No. 24C-08; and

WHEREAS, on December 3, 2024, the City of Mercer Island adopted Ordinance No. 24C-18, which established interim regulations to implement its comprehensive plan periodic review; and

WHEREAS, in 2024 the Washington State Legislature adopted HB 1998 which requires cities to allow co-living housing in all mixed-use and multifamily zones; and

WHEREAS, On September 18, 2025, the City notified the WA Department of Commerce (Commerce) of the intent to adopt development code amendments. The notice was assigned submittal ID 2025-S-9880. The Commerce 60-day review period concluded on June 6, 2025; and

WHEREAS, on September 22, 2025, the City issued a State Environmental Policy Act (SEPA) determination of nonsignificance (DNS). The SEPA determination was posted in the Community Planning and Development Bulletin and posted to the statewide SEPA register under file number 202503938. The SEPA determination was issued consistently with the procedures established in chapter 19.21 MICC; and

WHEREAS, on September 24, 2025, the Planning Commission held a public hearing on omnibus legislation related to housing production and permit streamlining and continued that public hearing to October 8, 2025; and

WHEREAS, on October 6, 2025, the comment period on the SEPA determination closed and no comments on the DNS were received; and

WHEREAS, on October 8, 2025, the Planning Commission completed a public hearing on omnibus legislation related to housing production and permit streamlining and recommended adoption of the proposed amendments to the City Council; and

WHEREAS, on November 4, 2025, the City Council held the first reading of the omnibus legislation.

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

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

Section 2. **Amendment of MICC 19.01.050.** MICC 19.01.050(D)(3)(a) is amended as shown in Exhibit A.

Section 3. **Amendments in Chapter 19.02 MICC.** MICC 19.02.010 and .020 are amended as shown in Exhibit B.

Section 4. **Amendment of Chapter 19.03 MICC.** MICC 19.03.010 and .020 are amended as shown in Exhibit C.

Section 5. **Amendments in Chapter 19.04 MICC.** MICC 19.04.010, .020 and .040 are amended as shown in Exhibit D.

Section 6. **Amendment of MICC 19.05.010.** MICC 19.05.010 is amended as shown in Exhibit E.

Section 7. **Amendments in Chapter 19.06 MICC.** MICC 19.06.030, .080 and .120 are amended as shown in Exhibit F.

Section 8. **Amendment of MICC 19.10.060.** MICC 19.10.060(B) is amended as shown in Exhibit G.

Section 9. **Amendments in Chapter 19.11 MICC.** MICC 19.11.010 thru .040 and .060 thru .150 are amended as shown in Exhibit H.

Section 10. **Amendment of Chapter 19.12 MICC.** Chapter 19.12 MICC is amended as shown in Exhibit I.

Section 11. **Amendments in Chapter 19.15 MICC.** MICC 19.15.010, .030, .040, .060, .070 and .220 MICC are amended as shown in Exhibit J.

Section 12. **Amendment of Chapter 19.16 MICC.** Chapter 19.16 MICC is amended as shown in Exhibit K.

Section 13. **Amendment of Title 19 MICC, Appendix A.** Appendix A in title 19 MICC, Unified Land Development Appendices, is amended as shown in Exhibit L.

Section 14. **Repeal of Title 19 MICC, Appendix C.** Appendix C in title 19 MICC, Unified Land Development Appendices, is repealed.

Section 15. **Repeal of Ordinance No. 25C-08.** Ordinance No. 25C-08 is repealed.

Section 16. **Repeal of Ordinance No. 25C-11**. Ordinance No. 25C-11 is repealed.

Section 17. **Repeal of Ordinance No. 24C-17.** Ordinance No. 24C-17 is repealed.

Section 18. **Repeal of Ordinance No. 24C-18.** Ordinance No. 24C-18 is repealed.

Section 19. **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 20. **Publication and Effective Date.** A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON NOVEMBER 18, 2025.

CITY OF MERCER ISLAND

_____

Salim Nice, Mayor

Approved as to Form:

ATTEST:

_____ _____

Bio Park, City Attorney Andrea Larson, City Clerk

Date of Publication:

Exhibit A

MICC 19.01.050 – Nonconforming structures, sites, lots, and uses.

[…]

D. Exterior alteration or enlargement of nonconforming structures. […]

3. Nonconforming structures other than single-family or in Town Center.

a. Reconstruction following catastrophic loss. Any legally nonconforming structure not covered under subsections (D)(1) or (2) of this section, that suffers a catastrophic loss may be reconstructed to its previous legally nonconforming configuration regardless of the extent of damage or reconstruction cost. No structure may be reconstructed so as to increase the degree of its nonconformity or create any new nonconformance. Regulated improvements reconstructed to their previous legally nonconforming configuration shall be subject to partial design review as provided by MICC 19.12.010(D)(2); however, no condition may be imposed ~~by the design commission or code official~~ which would have the effect of reducing the number of units contained in a multiple-family dwelling prior to the catastrophic loss. […]

Exhibit B

MICC 19.02.010 – Single-family.

A use not permitted by this section is prohibited. Please refer to MICC 19.06.010 for other prohibited uses.

A. Uses permitted in Zones R-8.4, R-9.6, R-12, and R-15. […]

4. Public schools accredited or approved by the state for compulsory school attendance, subject to ~~design commission review and all of~~ the following conditions: […]

C. Conditional uses. The following uses are permitted when authorized by the issuance of a conditional use permit when the applicable conditions set forth in this section and in MICC 19.15.040 have been met: […]

6. Retirement homes located on property used primarily for a place of worship subject to the following conditions:

a. Retirement home structures shall not occupy more than 20 percent of the lot; provided, the total lot coverage for the retirement home, the place of worship, and all other structures shall not exceed the lot coverage specified in MICC 19.02.060.

b. A plot, landscape and building plan shall be ~~filed with the design commission for its approval,~~ provided and the construction and maintenance of buildings and structures and the establishment and continuation of uses shall comply with the approved plot, landscape and building plan. ~~Alterations to the project are permitted only upon approval by the design commission of a new or amended plan.~~ […]

8. Nonschool uses of school buildings, subject to the following conditions: […]

d. Minor changes in the building exterior, landscaping, signs, and parking may be permitted pursuant to obtaining any applicable permits ~~subject to the review and approval of the design commission~~; and […]

MICC 19.02.020 – Development standards.

[…]

G. *Parking.*

1. *Applicability.* Subsection (G)(2) of this section shall apply to all new construction and remodels where more than 40 percent of the length of the structure's external walls have been intentionally structurally altered, except as provided below.

2. *Parking required.*

a. Each single-family dwelling with a gross floor area of 3,000 square feet or more shall have at least three parking spaces sufficient in size to park a passenger automobile~~; provided, at least two of the stalls shall be covered stalls~~.

b. Each single-family dwelling with a gross floor area of less than 3,000 square feet shall have at least two parking spaces sufficient in size to park a passenger automobile~~; provided, at least one of the stalls shall be a covered stall~~.

3. No construction or remodel shall reduce the number of parking spaces on the lot below the number existing prior to the project unless the reduced parking still satisfies the requirements set out above.

4. Except as otherwise provided in this chapter, each lot shall provide parking deemed sufficient by the code official for the use occurring on the lot based on review of detailed information provided by the applicant that includes a description of the physical structure(s), identification of potential uses, and analysis of likely parking demand; provided, any lot that contains ten or more parking spaces shall also meet the parking lot requirements set out in appendix A of this development code, except as provided below.

5. Garages and carports are not required in order to meet minimum parking requirements for residential development.

6. Parking spaces that count towards minimum parking requirements may be enclosed or unenclosed.

7. Parking spaces in tandem shall count towards meeting minimum parking requirements at a rate of one space for every 20 linear feet with any necessary provisions for turning radius. For purposes of this subsection, "tandem" is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

8. Existence of legally nonconforming gravel surfacing in existing designated parking areas may not be a reason for prohibiting utilization of existing space in the parking area to meet parking standards, up to a maximum of six parking spaces.

9. Parking spaces are not required to exceed eight feet by 20 feet, except for required parking for people with disabilities.

10. Required off-street parking shall not be a condition of permitting a residential project if compliance with tree retention pursuant to Chapter 19.10 MICC would otherwise make a proposed residential development or redevelopment infeasible.

11. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.

12. Existing parking spaces that do not conform to the requirements of this section by June 6, 2024 are not required to be modified or resized, except for compliance with the Americans with Disabilities Act. Existing paved parking lots are not required to

change the size of existing parking spaces during resurfacing if doing so will be more costly or require significant reconfiguration of the parking space locations. […]

Exhibit C

MICC 19.03.010 – Multiple-family.

A. Design requirements.

~~1.~~ Any development within the MF-2L or MF-2 zones shall comply with chapter 19.12 MICC, Design standards for zones outside Town Center.

~~2. Plans for any development on property located in an MF zone shall be submitted to the design commission for its approval as set out in MICC 19.15.220. This requirement does not apply to property owned by or under the control of the city or to single-family dwellings.~~ […]

G. Yard requirements. Except as provided elsewhere in this section, each lot shall have front, side and rear yards not less than the following depths or widths ~~following or as approved by the design commission~~: […]

MICC 19.03.020 - Parking requirements.

A. Parking lot dimension. All parking areas shall conform to the design standards set out in appendix A of this development code ~~unless alternative design standards are approved by the design commission and city engineer~~. Residential uses are subject to the provisions of MICC 19.03.020(C).

B. Except as otherwise provided in this chapter, each lot shall also meet the following parking requirements.

1. Off-street parking shall be established and maintained at a minimum ratio of two parking spaces for each unit in a multiple-family dwelling.

2. Parking shall not be allowed in front yard setbacks.

3. Group parking areas shall be screened from view from streets and adjoining properties at pedestrian eye level. If screening consists of solid planting, it shall be of evergreen variety and shall constitute a solid planting within ~~two~~three years.

4. Notwithstanding any of the minimum parking requirements set out in this subsection, the code official may grant variances from the minimum parking requirements with the approval of the city engineer ~~and the design commission for projects reviewable by the design commission~~.

5. All off-street parking areas shall be graded and surfaced to a standard comparable to the street which serves the parking area. The parking area shall be developed and completed to the required standards before an occupancy permit for the building to be served is issued. All traffic control devices such as parking strips designating car stalls, directional arrows or signs, bull rails, curbs and other structures shall be installed and completed as shown on the approved plans. Hard surfaced parking area shall use paint or similar devices to delineate parking stalls and directional arrows.

6. Off-street parking shall be located on the same lot or on an adjoining lot or lots to the building to be served, except that off-street parking may be located in an area beginning within 500 feet of the front entrance of the building to be served; provided, there are no intersecting streets between the parking area and building to be served.

7. The city engineer shall have the authority to fix the location and width of vehicular entrances and exits to and from property, and to alter existing entrances and exits as may be required to control street traffic in the interest of public safety and general welfare.

8. Off-street parking shall meet the relevant state design standards for the physically handicapped.

9. Up to 50 percent of the required off-street parking spaces may be designed for accommodating compact vehicles. Such parking spaces shall be clearly designated as compact stalls. The ~~design commission may increase the~~ percentage of compact stalls permitted may be increased ~~if the applicant can demonstrate that no adverse impacts will occur~~ based on review of detailed information provided by the applicant that includes a description of the physical structure(s), identification of potential uses, and analysis of likely parking demand.

C. Residential development parking standards.

1. Garages and carports are not required in order to meet minimum parking requirements for residential development.

2. Parking spaces that count towards minimum parking requirements may be enclosed or unenclosed.

3. Parking spaces in tandem shall count towards meeting minimum parking requirements at a rate of one space for every 20 linear feet with any necessary provisions for turning radius. For purposes of this subsection, "tandem" is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

4. Existence of legally nonconforming gravel surfacing in existing designated parking areas may not be a reason for prohibiting utilization of existing space in the parking area to meet parking standards, up to a maximum of six parking spaces.

5. Parking spaces are not required to exceed eight feet by 20 feet, except for required parking for people with disabilities.

6. Required off-street parking shall not be a condition of permitting a residential project if compliance with tree retention pursuant to the requirements of Chapter 19.10 MICC would otherwise make the proposed residential development or redevelopment infeasible.

7. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.

8. Existing parking spaces that do not conform to the requirements of this section by June 6, 2024 are not required to be modified or resized, except for compliance with the Americans with Disabilities Act. Existing paved parking lots are not required to change the size of existing parking spaces during resurfacing if doing so will be more costly or require significant reconfiguration of the parking space locations.

Exhibit D

MICC 19.04.010 - Planned business zone—PBZ.

A. The purpose of the planned business zone (PBZ) is to provide a location for a mix of small scale, neighborhood oriented business, office, service, public and residential uses in high quality, coordinated developments which are compatible with adjacent residential areas. Development in the PBZ will be subject to requirements and design standards as further set forth herein.

Provided, that transit service is available, a sheltered transit stop and associated parking (transit center) shall be a public benefit feature encouraged in the PBZ. ~~Appropriate incentives for the inclusion of a transit center in the PBZ shall be established by the design commission in conjunction with review and approval of a PBZ site plan and major new construction.~~ […]

D. Development standards—General.

1. Buffer requirements. All structures and off-street parking shall be set back from the perimeter property line of the PBZ as follows:[…]

e. The buffers may be modified to allow expansion or modification of the service station use at the corner of 84th Avenue SE and SE 68th Street through the PBZ site plan review process. This review shall provide conditions that assure compatibility with adjacent uses including, but not limited to, landscaping which screens objectionable views, light, glare and noise~~, as required by the design commission~~.

2. Landscaping requirements. Required yards shall be landscaped, the landscaping to include incorporation of existing landscaping along with new shrubs and trees making the planned business zone compatible with surrounding uses and controlling objectionable views, glares or noise as further specified in the design standards. ~~The installation and maintenance of such landscaping may be secured by a bond to the city in a reasonable amount if required by the design commission.~~

3. Minimum open space requirements. ~~Subject to review by the design commission, a~~ A minimum of 15 percent of the PBZ shall be maintained in open space, including buffers and setbacks.

4. Sign requirements. Signs shall conform to the applicable subsections of MICC 19.12.080, Signs.

5. Outdoor storage and merchandise display. Outdoor storage and/or display of merchandise is allowed as an accessory use to a permitted use in this zone, other than public storage facilities, housing for persons with handicaps, and single-family dwellings; provided, the storage or display area meets the following conditions:

a. The total area allowed for outdoor storage and/or merchandise display shall be no more than five percent of the total gross square footage of the subject

use; provided, such area may exceed five percent if it is fenced or screened ~~in a manner acceptable to the design commission~~;

b. Stored and/or displayed materials shall not obstruct fire lanes;

c. The stored and/or displayed materials shall be attractively and safely displayed, and remain within the area specified for such display;

d. Bulk (uncontained) materials shall be stored less than 24 hours;

e. Items stored on a site during construction and temporary uses approved by the code official (e.g., Christmas trees sale lots) shall be exempt from the requirements of this subsection.

6. Division of land. The approval of a PBZ site plan as set forth in subsection H of this section showing the proposed parcel development and specific building locations is intended to satisfy the criteria for a variance in MICC 19.08.020(B) and division of parcels greater than four acres into four or fewer lots is permissible through a short subdivision.

7. ~~Modification of development standards. It is the intention of this PBZ to encourage superior development proposals and toward that end, deviation from the development standards set forth in this section may be authorized when the design commission or the code official (whichever is appropriate to review the deviation) finds that, compared to such development standards, the deviation would advance the achievement of the stated purposes of the PBZ district and the spirit and intent of the design standards.~~

~~8.~~ Relationship to other code provisions. To the extent that other development standards are in conflict with those herein, the PBZ standards shall control. […]

G. Design requirements.

1. Design review for major new construction.

a. *Site plan design review*. All proposals for major new construction in the PBZ shall conform to a site plan (PBZ site plan) ~~f~~iled with the community planning and development department and approved ~~by the design commission~~ in accordance with the PBZ development standards set forth in ~~subsections D, E, and F of~~ this code~~section and the design standards~~. ~~In approving the PBZ site plan, the design commission shall utilize the procedures specified in MICC 19.15.220.~~

b. Development proposal design review. In addition to the PBZ site plan approval, specific development proposals for major new construction shall be reviewed ~~by the design commission~~ for compliance with the PBZ site plan, the PBZ development standards set forth in this code ~~subsections D, E, and F of this section, and the design standards~~.

~~In approving a development proposal for major new construction, the design commission shall utilize the procedures specified in MICC~~

~~19.15.220.~~ At the option of the applicant, the PBZ site plan approval may proceed in advance of or concurrently with the review of specific development proposals.

2. Design review for minor modifications. The community planning and development department shall review minor exterior modifications to buildings or structures in the PBZ and minor modifications to the PBZ site plan for compliance with the development standards and the design standards. ~~If the community planning and development department determines that the modification is of great significance it may refer the modification to the design commission.~~

3. Design review process. Review and approval of site plan review and major new construction shall conform to the public notice and hearing requirements as established in MICC 19.15.100.

H. Division of land through binding site plan. […]

2. Binding site plan requirements.

a. If major new construction is proposed concurrent with the binding site plan, approval of a PBZ site plan is required. If no new construction is proposed, a binding site plan may be approved solely by the planning commission. Where a PBZ site plan has been approved ~~by the design commission~~, the planning commission shall use such approved PBZ site plan as the basis for the approval of the binding site plan. […]

MICC 19.04.020 - Commercial offices.

A. Uses permitted. […]

13. Public and private schools accredited or approved by the state for compulsory school attendance, subject to ~~design commission review and~~ the following conditions: […]

B. Required conditions. […]

3. A strip of land adjacent to all external boundaries of the site, including any frontage on public rights-of-way excluding required access points, shall be devoted ~~exclusively~~ to ~~the planting, cultivation, growing and maintenance of sight-obscuring trees, shrubs and plant life~~ landscaping providing a partial screen.

~~If required by the design commission, t~~The maintenance of such protective strips and landscaping shall be guaranteed through a bond or assignment of funds as set out in MICC 19.01.060(C). ~~In lieu of such protective strips, under appropriate circumstances, there may be substituted a use classification of the outer margin of this zone consistent with the use classification of the surrounding area.~~

[…]

6. A plot, landscape, and building plan showing compliance with these conditions shall be ~~filed with the design commission for its approval~~ submitted by the

applicant, and the construction and maintenance of building and structures and the establishment and continuation of uses shall comply with the approved plot landscape, and building plan.

7. The percentage of compact stalls permitted may be increased if the applicant can demonstrate that no adverse impacts will occur based on review of detailed information provided by the applicant that includes a description of the physical structure(s), identification of potential uses, and analysis of likely parking demand. […]

D. Lot area requirements. There are no requirements for minimum or maximum lot areas in this zone except that lots shall conform to approved plot and building plans ~~approved by the design commission and~~ kept on file with the community planning and development department. […]

MICC 19.04.040 – Parking requirements.

[…]

B. General requirements. […]

3. Design. Parking lot design ~~should~~ must conform to the diagrams set out in appendix A of this development code~~, unless alternative design standards are approved by the design commission and city engineer~~. […]

7. Compact vehicles. Up to 50 percent of the required off-street parking spaces may be designed for accommodating compact vehicles. Such parking spaces must be clearly designated as compact stalls. The ~~design commission may increase the~~ percentage of compact stalls permitted may be increased if the applicant can demonstrate that no adverse impacts will occur based on review of detailed information provided by the applicant that includes a description of the physical structure(s), identification of potential uses, and analysis of likely parking demand. […]

9. Variances. Notwithstanding any of the minimum parking requirements set out in subsection C of this section, the code official may grant variances from the minimum parking requirements with the approval of the city engineer ~~and the design commission for projects reviewable by the design commission~~ based on review of detailed information provided by the applicant that includes a description of the physical structure(s), identification of potential uses, and analysis of parking demand.

C. Minimum parking requirements for specific uses. A use which is similar to any of the below-referenced uses shall adhere to the minimum parking requirements for the referenced use or uses. The ~~design commission shall determine the~~ minimum parking requirements for a use in a commercial zone that is not referenced in this section must be determined based on a parking study submitted by the applicant. […]

16. Public and private schools shall provide at a minimum two off-street parking spaces per classroom unless additional parking spaces are ~~deemed necessary through design commission or~~ ~~administrative SEPA review~~ required as mitigation pursuant

to Chapter 19.21 MICC–and shall provide adequate off-street loading and unloading facilities as determined by the city engineer based on review of detailed information provided by the applicant that includes a description of the physical structure(s), identification of potential uses, and analysis of parking demand. […]

E. Cooperative parking. Cooperative parking between two or more adjoining property owners is allowed~~; provided, the~~. The code official, with approval from the ~~design commission and~~ city engineer, may reduce the total required spaces by 25 percent of the total combined required spaces ~~when the applicant has demonstrated~~ provided that no adverse impact will occur due to the reduced number of stalls based on review of detailed information provided by the applicant that includes a description of the physical structure(s), identification of potential uses, and analysis of parking demand.

F. Parking lot dimension. All parking areas shall conform to the design standards set out in appendix A of this development code unless alternative design standards are approved by the ~~design commission and~~ city engineer based on review of detailed information provided by the applicant that includes a description of the physical structure(s), identification of potential uses, and analysis of parking demand.

Exhibit E

MICC 19.05.010 – Public institution – PI.

[…]

E. Structures, excluding stacks, shall not exceed 36 feet or three stories in height, whichever is less; provided, the height of buildings located on sites exceeding five acres may be increased by 12 feet or one story, whichever is less, for each additional two and one-half acres of area when specifically approved by the city council ~~upon recommendation of the design commission~~ in accordance with the following conditions: […]

F. Public schools. The following requirements apply to public schools: […]

~~4. Review process.~~

~~a. Major new construction (except portable classrooms) requires design commission review pursuant to MICC 19.15.220.~~

~~b. Minor exterior modification and portable classrooms require administrative design review pursuant to MICC 19.15.220.~~

Exhibit F

MICC 19.06.030 – Antennas.

[…]

D. The code official shall review the proposed location of a dish antenna to determine that the antenna is ~~located and designed so as to minimize the visual impact on surrounding properties and streets and is reasonably and adequately~~ screened from view from abutting properties. […]

I. A deviation from any of the above standards may be granted ~~by the code official or the design commission~~ for projects which require design ~~commission approval~~ review. […]

MICC 19.06.080 – Siting of group housing.

[…]

C. *Rooming houses.*

1. *Permitted.* Rooming houses are permitted in multifamily zones and in the Town Center ~~unless:~~

~~a. The rooming house fails to comply with all applicable construction codes set forth in MICC title 17, including maximum occupancy restrictions;~~

~~b. The rooming house does not have adequate off-street parking, which will be determined by a traffic study that shall be promptly provided by the rooming house owner and/or operator if requested by the code official;~~

~~c. The police chief determines that any tenant is a threat to the health or safety of others; and~~

~~d. The code official determines that the rooming house creates any significant adverse impact affecting surrounding properties; and measures which may be required by the code official to be taken by the rooming house owner and/or operator to mitigate such impacts are not promptly taken or do not satisfactorily mitigate such impacts~~.

2. ~~*Appeal.* Determinations made by the code official pursuant to subsection C of this section may be appealed pursuant to MICC 19.15.130.~~ *Dimensional Standards*. Co-living housing is subject to the setback, yard, building height, and design standards for multifamily residential uses established by the existing zoning designation.

3. *Parking*. Parking shall be provided as follows.

a. Parking must be provided at a minimum rate of 0.25 parking stalls per sleeping unit.

b. Co-living housing is exempt from all minimum parking requirements if the applicant can demonstrate that the proposed co-living housing is within one half mile walking distance of one of the following types of transit stops:

i. A stop on a high-capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW;

ii. Commuter rail stops;

iii. Stops on rail or fixed guideway systems, including transitways;

iv. Stops on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or

v. Stops for a bus or other transit mode providing fixed route service at intervals of at least 15 minutes for at least five hours during the peak hours of operation on weekdays.

4. *Density*. To calculate density, a sleeping unit in a co-living housing development shall count as one quarter (0.25) of a dwelling unit.

5. *Mix of uses*. Co-living housing is exempt from any development standard requiring additional nonresidential land uses, including MICC 19.11.020(B).

~~MICC 19.06.120 – Criteria for approval – Design review.~~

~~A. *Intent and purpose*. These regulations are intended to implement and further the comprehensive plan of the city and are adopted for the following purposes:~~

~~1. To promote the public health, safety and general welfare of the citizens of the city.~~

~~2. To recognize that land use regulations aimed at the orderliness of community growth, the protection and enhancement of property values, the minimization of discordant and unsightly surroundings, the avoidance of inappropriateness and poor quality of design and other environmental and aesthetic objectives provide not only for the health, safety and general welfare of the citizens, but also for their comfort and prosperity and the beauty and balance of the community, and, as such, are the proper and necessary concerns of local government.~~

~~3. To protect, preserve and enhance the social, cultural, economic, environmental, aesthetic, and natural values that have established the desirable quality and unique character of Mercer Island.~~

~~4. To promote and enhance construction and maintenance practices that will tend to promote visual quality throughout Mercer Island.~~

~~5. To recognize environmental and aesthetic design as an integral part of the planning process.~~

B. *Criteria for design review decisions*. Design objectives and standards for regulated improvements within the Town Center are set forth in chapter 19.11 MICC. Design objectives and standards for regulated improvements in all zones outside the Town Center are set forth in chapter 19.12 MICC. Following the applicable review process in chapter 19.15 MICC, the design commission or code official shall deny an application if it finds that all the following criteria have not been met, or approve an application, or approve it with conditions, based on finding that all the following criteria have been met:

1. The proposal conforms with the applicable design objectives and standards of the design requirements for the zone in which the improvement is located, provided further:

a. In the Town Center, particular attention shall be given to whether:

i. The proposal meets the requirements for additional building height, if the proposal is for a building greater than two stories; and

ii. The proposal adheres to the required parking standards and a parking plan has been provided that demonstrates that the proposal meets the objectives of MICC 19.11.130.

Exhibit G

MICC 19.10.060 – Tree Removal—Associated With A Development Proposal.

[…]

B. *Commercial or multifamily zoning designations—Tree removal*

1. In the PI, B, C-O, PBZ, TC, MF-2, MF-2L, and MF-3 zoning designations a tree permit is required and will be granted if it meets any of the following criteria:

   a. It is necessary for public safety, removal of hazardous trees, or removal of diseased or dead trees;

   b. It is necessary to enable construction work on the property to proceed and the owner has used reasonable best efforts to design and locate any improvements and perform the construction work in a manner consistent with the purposes set forth in MICC 19.10.005;

   c. It is necessary to enable any person to satisfy the terms and conditions of any covenant, condition, view easement or other easement, or other restriction encumbering the lot that was recorded on or before July 31, 2001; and subject to MICC 19.10.090(B);

   d. It is part of the city's forest management program or regular tree maintenance program and the city is the applicant;

   e. It is desirable for the enhancement of the ecosystem or slope stability based upon professional reports in form and content acceptable to the city arborist.

~~2. Design commission review required in commercial zones. A tree permit for a development proposal, resulting in regulated improvements located in a commercial zone, that has previously received design commission approval must first be reviewed and approved by the city's design commission prior to permit issuance by the city.~~

Exhibit H

MICC 19.11.010 – General.

A. Applicability. This chapter establishes development and design standards for the Mercer Island Town Center (TC) zone, the location and boundaries of which are set forth in MICC 19.01.040 and appendix D, the Mercer Island Zoning Map. The general purpose of this chapter is to implement the land use policies of the Mercer Island comprehensive plan for the area referred to as the Town Center. The development and design standards are not intended to slow or restrict development, but rather to add consistency and predictability to the permit review process.

B. *User guide.* The Town Center is divided into subareas mostly for the purpose of regulating maximum height limits. A two-story height limit applies throughout the Town Center. Only by providing certain benefits to the community can a development project add additional stories up to the maximum height allowed in the particular subarea. These community benefits include affordable housing; green building features; stepping back of upper stories to reduce building mass and maintain light and air; provision of public open spaces as gathering places; and provision of through-block pedestrian connections to break up larger blocks and enhance pedestrian access.

C. *Town Center vision.* The Town Center vision found in the Mercer Island comprehensive plan is adopted herein by reference.

D. *Design vision.*

1. *Development and design standards.* The development and design standards that follow are intended to enhance the Town Center for pedestrians and develop a sense of place. To accomplish this vision, new or redevelopment is encouraged to orient buildings toward the public right-of-way with buildings brought forward to the sidewalk or landscaped edge; parking placed behind buildings and in less visible areas or underground; design structures with varied mass and scale, modulation of heights and wall planes; and pedestrian through-block connections that will break up very large or long blocks for improved pedestrian circulation from one side of the block through to the other side.

2. *Function.* The design of buildings, structures and streetscapes within the Town Center is intended to support a built environment that is convenient and accessible to pedestrians, motorists, bicyclists and public transit users. Development should enhance the Town Center as a vibrant, healthy, mixed use downtown that serves as the city's retail, business, social, cultural and entertainment center and ensures the commercial and economic vitality of the area. New or redevelopment should increase the attractions and pedestrian amenities that bring residents to the Town Center, including local shopping, services, offices, specialty retail, restaurants, residences, festivals, special events, and entertainment. Outdoor spaces should function as social settings for a variety of experiences, adding to the comfort of life in Mercer Island, while maintaining a human scale and an ability for easy pedestrian circulation.

3. *Site features.* New or redevelopment should include public amenities, such as storefronts with canopies, street trees, greenery, seating, fountains or water features, outdoor cafes, sculpture or other forms of art, and places for gathering and lingering. The use of materials, color, texture, form and massing, proportion, public amenities, mitigation of environmental impacts, landscaping and vegetation, and architectural detail should be incorporated in the design of new or redevelopment with the purpose of supporting a human scale, pedestrian-oriented Town Center. New or redevelopment shall be coordinated and consistent with the downtown street standards.

4. *Pedestrian orientation.* Pedestrian-oriented and customer intensive retail businesses and offices are encouraged to locate on the street level to promote active use of sidewalks by pedestrians, thus increasing the activity level and economic viability of the Town Center. New or redevelopment should also enhance and support a range of transportation choices and be designed to maximize opportunities for alternative modes of transportation and maintain individual mobility. Even with a healthy variety of development in the Town Center, each individual development or redevelopment project shall favor the pedestrian over the automobile in terms of site design, building placement and parking locations.

~~E~~5. *Scale.* The ~~design of all structures shall~~ applicant should consider how the structure and site development will be viewed from the street and adjacent properties. Scale is not simply the size of the buildings, it is the proportion of buildings in relationship to each other, to the street and to the pedestrian environment.

~~F~~6. *Form.* Building forms ~~shall~~ that do not present visual mass impacts that are out of proportion to the adjoining structures, or that appear from the street or sidewalk as having unmodulated visual mass are encouraged. Building additions should complement the original structure in design.

~~G~~7. *Style.* The objectives and standards do not set or encourage a particular style of architecture or design theme. However, ~~building and site design shall~~ t~~T~~hese design standards aim to encourage designs that are ~~be~~ pedestrian in scale and encourage ~~address with~~ design features such as sloped roof lines; distinctive building shapes; integration of art, textures, and patterns; treatment of pedestrian and public spaces; interface with the public right-of-way; landscaping; signage and facade treatments.

MICC 19.11.015 – Town Center subareas.

A. *Intent.* The primary intent of establishing subareas within the Town Center is to provide differing building height standards and land uses within the Town Center. Buildings within the Town Center are limited to two stories in height unless community benefits are provided as discussed throughout this chapter. The purpose of the different height standards is to locate taller buildings on the north end of the Town Center, and step down building height through the center to the south end of Town Center, bordering Mercerdale Park.

B. *Subareas established.* The following subareas have been established and are depicted on Figure 1 below.

1. *TC-~~5~~7 subarea.* The purpose of the TC-~~5~~7 subarea is to create a focused mixed use core, oriented toward pedestrian connections and regional transit access. A broad mix of land uses is allowed. Buildings may be up to ~~five~~ seven stories in height.

2. T*C-~~4~~5 subarea.* The purpose of the TC-~~4~~5 subarea is to be a transition between the taller buildings in the TC-~~5~~7 subarea and the lower structures in the TC-3 and TCMF-3 subareas. A broad mix of land uses is allowed. Buildings may be up to ~~four~~ five stories in height.

3. *TC-~~4~~5 plus subarea.* The purpose of the TC-~~4~~5 Plus subarea is to be a transition between the taller buildings in the TC-~~5~~7 subarea and the TC-~~4~~5 subarea. A broad mix of land uses is allowed. Buildings may be up to ~~five~~ seven stories in height with the provision of additional affordable housing units and public open space.

4. *TC-3 subarea.* The purpose of the TC-3 subarea is to create an area of transition between the Town Center and adjacent residential neighborhoods. A broad mix of land uses is allowed. Buildings may be up to three stories in height.

5. *TCMF-4 (Multifamily residential) subarea.* The purpose of the TCMF-4 subarea is to provide for primarily multifamily residential housing of up to four stories. Street-oriented housing, live/work units and limited retail uses are allowed at the street level.

6. *TCMF-3 (Multifamily residential) subarea.* The purpose of the TCMF-3 subarea is to provide for primarily multifamily residential housing of up to three stories. Street-oriented housing, live/work units and limited retail uses are allowed at the street level.

Figure 1 — Town Center Subareas and Maximum Height Limit

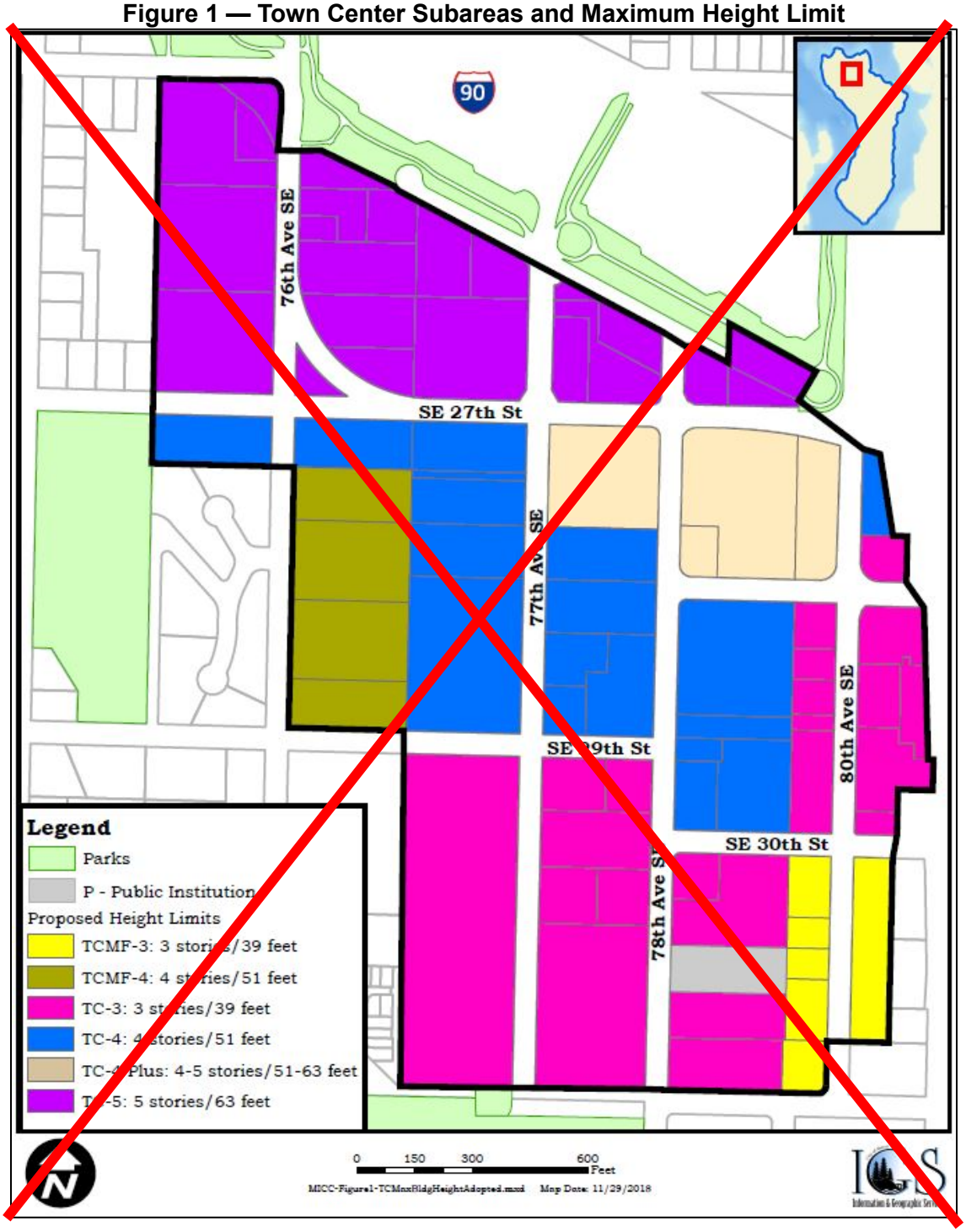
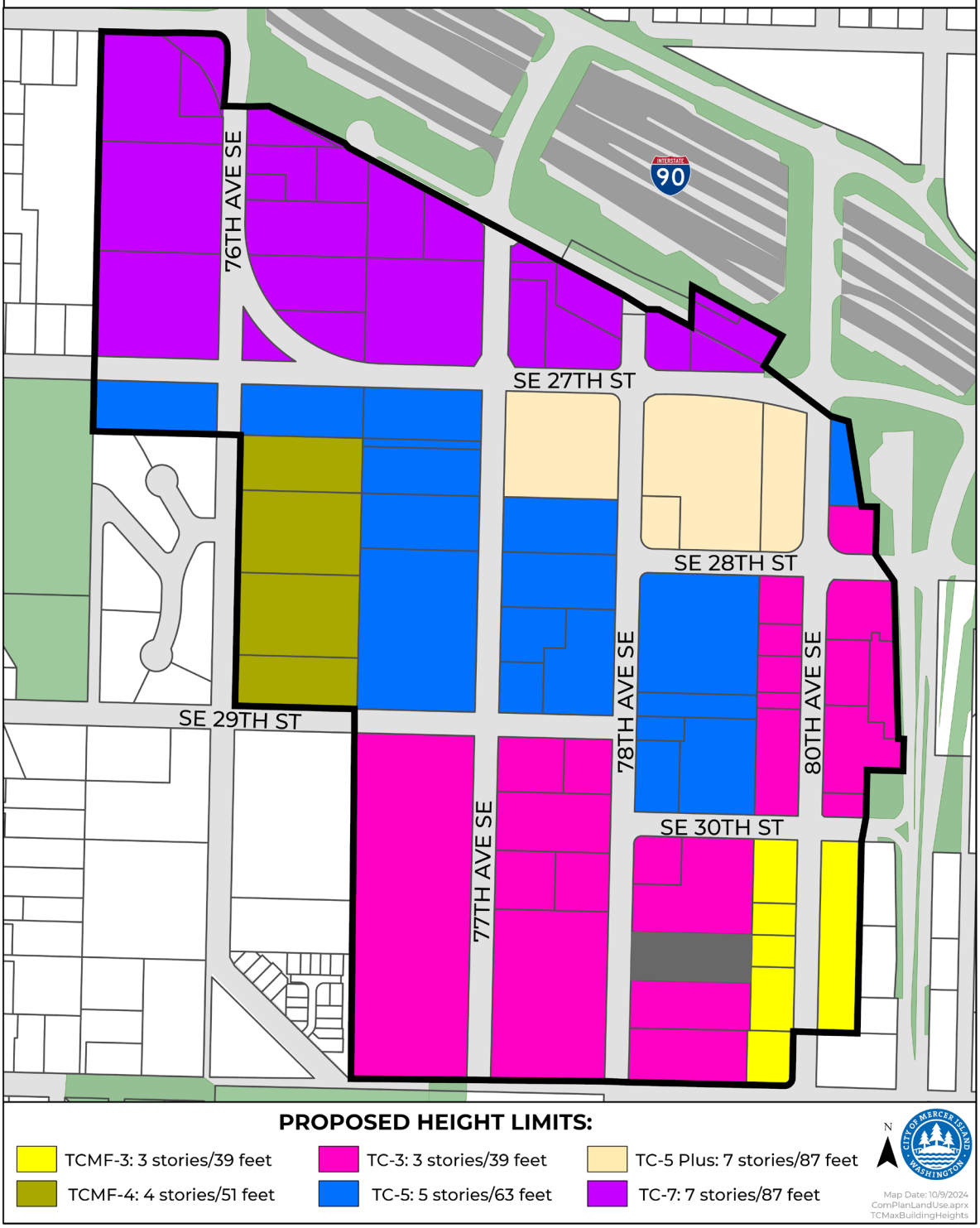


FIGURE 1: TOWN CENTER SUBAREAS MAXIMUM HEIGHT LIMIT



MICC 19.11.020 – Land uses.

A. *Permitted and conditional uses.*

1. *Use table by subarea.* Permitted and conditional uses are allowed in each subarea as shown in the use table below.

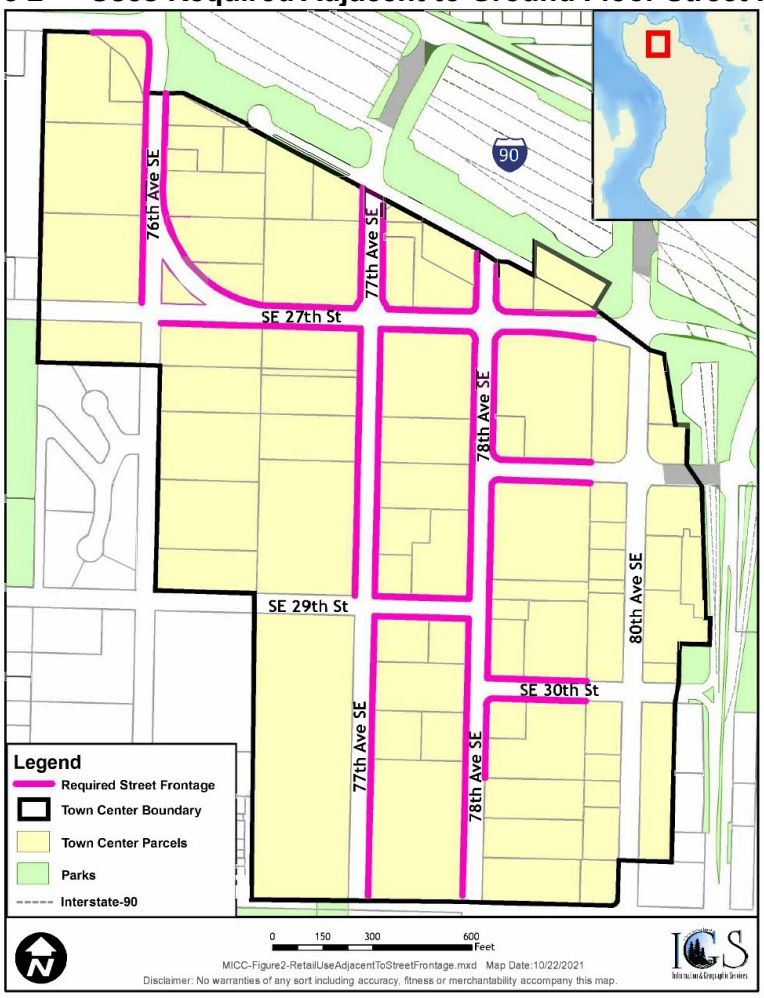
Use	TC-~~5~~7	TC-45 TC-45 Plus	TC-3	TCMF-3	TCMF-4
Adult entertainment	C	N	N	N	N
Bar	P	P	P	N	N
Care services	P	P	P	C	C
Hotel/motel	P	P	P	C	C
Live/work units	C	C	C	P	P
Manufacturing	C	C	C	N	N
Office	P	P	P	C	C
Parking, not associated with an on-site use	C	C	C	N	N
Public facility	P	P	P	C	C
Recreation	P	P	P	C	C
Residential dwelling	P	P	P	P	P
Restaurant	P	P	P	P	P
Retail — small scale	P	P	P	P	P
Retail — large scale (> 20,000 square feet)	C	C	C	N	N
Retail — outdoors	C	C	C	N	N
Rooming houses	P	P	P	~~C~~P	~~C~~P
Service	P	P	P	P	P
Social service transitional housing	C	C	C	C	C
Special needs group housing	P	P	P	P	P
Transportation/utilities (including automobile service stations)	P	P	P	P	P
Warehousing	N	C	N	N	N
C — Conditional Use P — Permitted N — Not Allowed					

2. *North American Industry Classification System.* Questions as to the inclusion or exclusion of a particular use shall be determined by the code official based on North American Industry Classification System (NAICS) — United States, published by the U.S. Department of Commerce.

B. *Required ground floor street frontage uses.*

1. Retail, restaurant, personal service, museum and art exhibition, theater, bar, financial and insurance service, recreation, and/or service station uses, as defined by Section 19.16.010, are required along ground floor street frontages as shown on Figure 2.

Figure 2 — Uses Required Adjacent to Ground Floor Street Frontages



a. No use shall occupy a continuous linear street frontage exceeding 60 feet in length, with the exception of museum and art exhibition and/or theater uses. ~~The design commission may approve up to~~ ~~a~~An additional 20 feet in length may be approved if the use incorporates ~~a feature to promote pedestrian activity, including but not limited to:~~ an additional pedestrian entrance onto a sidewalk or through-block connection, or additional ten percent transparency beyond the requirement of Subsection 19.11.100(B)(1)(b).

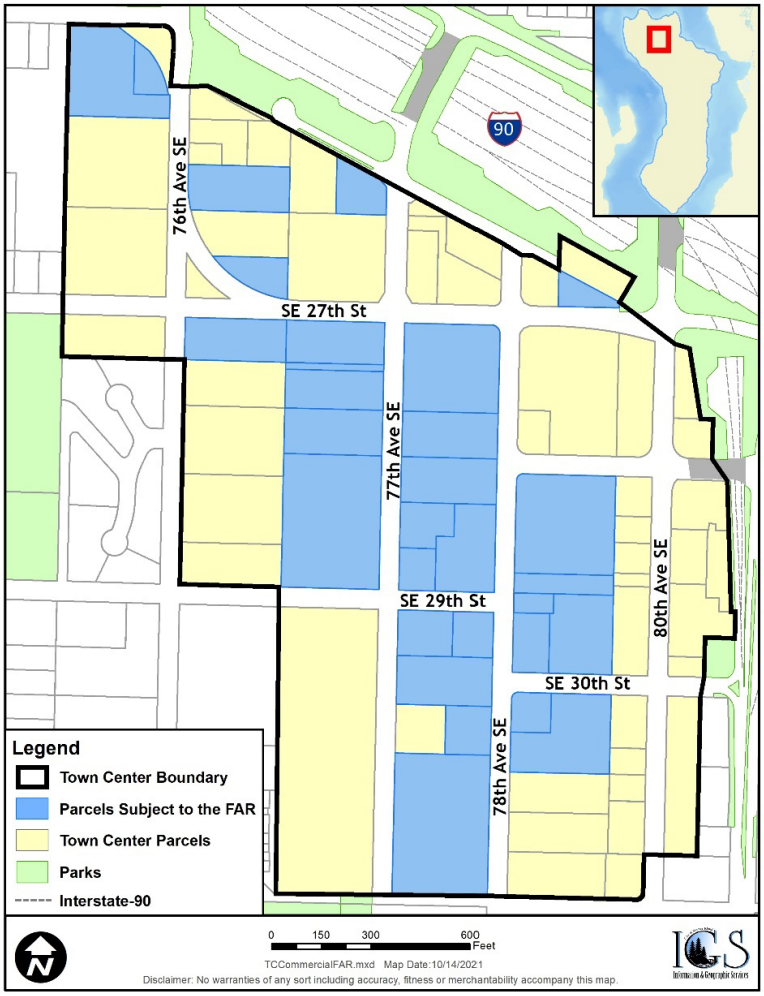
b. The minimum required depth of uses along street frontages is 16 feet.

c. Required driveways, service and truck loading areas, parking garage entrances, and lobbies shall be permitted.

2. The identified parcels as shown on Figure 3 are required to provide a minimum floor area ratio (FAR) equivalent to 0.2623 of the gross lot area as provided by King County for ground floor street frontage for retail, restaurant, personal service, museum and art exhibition, theater, bar, financial and insurance service, recreation, and/or service station uses, as defined by Section 19.16.010, upon redevelopment. For the purposes of determining redevelopment, the value of redevelopment shall be an amount equal to

or greater than 50 percent of the total assessed improvement value at the time of the application for redevelopment, as determined by King County.

Figure 3 — Parcels Subject to FAR Requirement for Ground Floor Uses



a. When a FAR calculation results in a fraction, the fraction shall be rounded to the nearest whole number as follows:

   i. Fractions of 0.50 or above shall be rounded up to the closest whole number; and

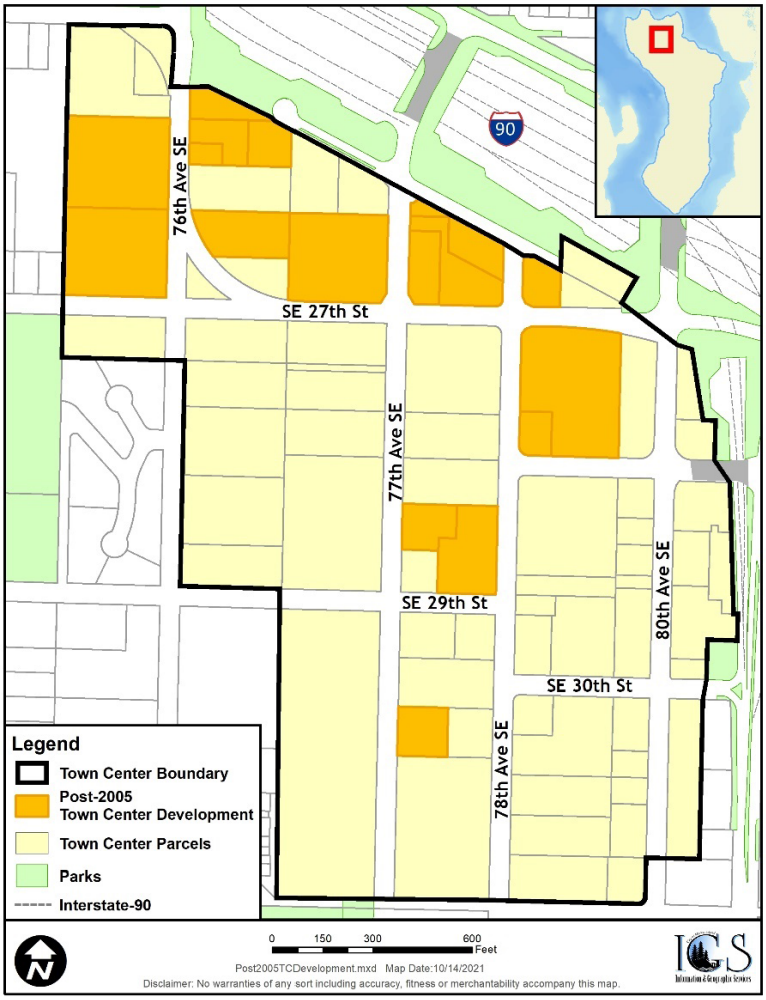
   ii. Fractions below 0.50 shall be rounded down to the closest whole number.

b. Each individual museum and art exhibition or theater use shall be limited to a contributing cap of 5,000 square feet towards the achievement of the total minimum ground floor FAR requirement for the corresponding site. For example, a site with a minimum FAR requirement of 20,000 square feet may only have one of these identified uses contribute a maximum of 5,000 square feet towards the necessary minimum through a 1:1 contribution. The remaining 15,000 square feet of ground floor street frontage must come from retail, restaurant, personal service,

bar, financial and insurance service, recreation, and/or service station uses as defined in Section 19.16.010.

3. The identified parcels as shown on Figure 4 are required to provide a no net loss of existing floor area for ground floor street frontage for retail, restaurant, personal service, museum and art exhibition, theater, bar, financial and insurance service, recreation, and/or service station uses, as defined by Section 19.16.010. For the purposes of determining redevelopment, the value of redevelopment shall be an amount equal to or greater than 50 percent of the total assessed improvement value at the time of the application for redevelopment, as determined by King County.

Figure 4 — Parcels Subject No Net Loss Requirement for Ground Floor Uses

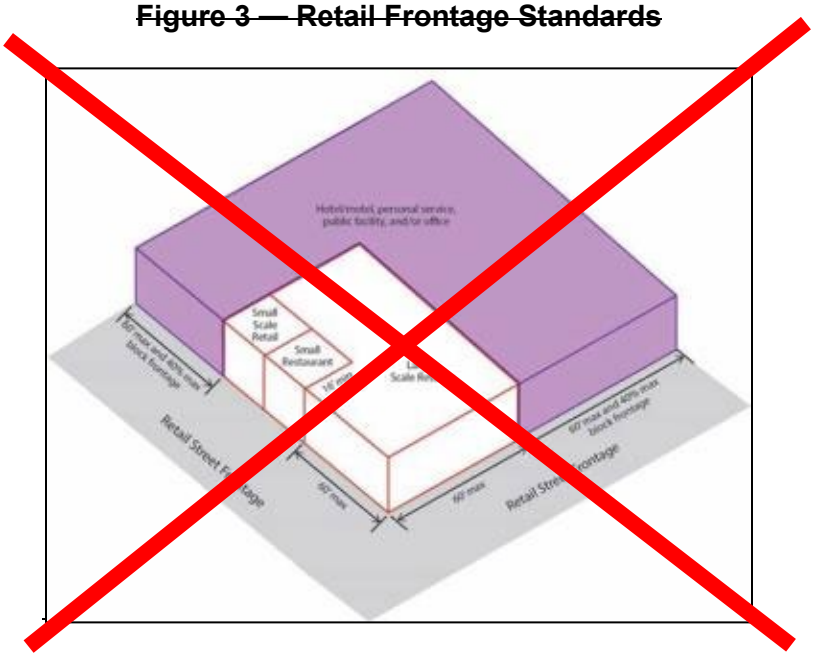


4. A review of these requirements shall occur five years from the date of ordinance adoption or after 75,000 gross square feet of floor area for ground floor retail, restaurant, personal service, museum and art exhibition, theater, bar, financial and insurance service, recreation, and/or service station uses adjacent to street frontages has been authorized through building permit issuance.

C. ~~Reducing continuous retail frontages through the use of smaller retail spaces is intended to encourage pedestrian friendly retail, ensure that the retail spaces are appropriately sized for~~

~~small retail operators, and limit large ("box store") development. Figure 3 provides an example of how a building floor can be designed. Smaller retail spaces are provided along a street and larger nonretail space is provided in the back of the floor.~~

~~Figure 3 — Retail Frontage Standards~~



~~D.~~ *~~Accessory uses.~~*

1. *Outdoor storage and display of merchandise.* The total area allowed for outdoor storage and/or merchandise display shall be less than five percent of the total gross square footage of the use; provided, however, that such area may exceed five percent if it is ~~fenced,~~ fully screened~~, and located in a manner that is acceptable to the design commission~~. This standard does not apply to temporary uses such as material storage during construction or street vendors.

2. *Commerce on public property.* Commerce on public property may be allowed pursuant to MICC 19.06.050.

3. *Transit facilities.* Bus parking/loading space, and shelters and facilities for transit users shall be ~~integrated~~ provided in the design of major new construction. Plans must be coordinated with transit providers to maximize the interface with community-wide and regional transit systems.

4. *Bicycle facilities.* Parking and facilities that support bicycle use, including racks, covered and secured bike-storage areas, and in the case of office buildings, lockers and showers, must be included in the design of major new construction.

5. *Utility and equipment cabinets.* Existing or proposed utility and equipment cabinets or boxes, including wireless communication facilities, shall be placed inside a building or placed underground, if physically feasible. In the event the city determines such location is not physically feasible, the utility and equipment cabinets must be screened by fencing, landscaping and/or stealth screening technologies so that they are not visible.

~~E. *Objectionable or hazardous uses.* No use shall be allowed which produces excessive odor, dust, smoke, cinders, gas, fumes, noise, vibration, refuse matter or water-carried waste. The standard for "excessive" shall be based on the average or normal production of these items by adjoining uses permitted in the vicinity of the proposed new use. A use is excessive if it is likely to unreasonably interfere with the ability of the adjoining property owners to utilize their property for working or living activities or if it is likely to unreasonably interfere with the ability of pedestrians and residents to remain in or enjoy the area.~~

MICC 19.11.030 – Bulk regulations.

A. *Bulk regulations by subarea.*

1. The bulk regulations for properties in the Town Center are as follows:

	TC-~~5~~7	**TC-45 and TC-45 Plus**	**TC-3**	**TCMF-3**	**TCMF-4**
Base Building Height Allowed	27 Feet	27 Feet	27 Feet	27 Feet	27 Feet
Base Stories Allowed	2	2	2	2	2
Maximum Allowable Building Height	~~63~~87 feet	TC-45: ~~51~~63 Feet TC-45 Plus: ~~63~~87 Feet	39 Feet	39 Feet	51 Feet
	Up to 5 additional feet allowed for parapet and/or sloped roof.				
Maximum Allowable Building Stories	~~5~~7	TC-45: 45 TC-45 Plus: ~~5~~7	3	3	4
Ground Floor Height Adjacent to Streets	15 feet minimum, 27 feet maximum			N/A	N/A
Setback from Property Lines	No minimum setback required except where necessary to provide landscaping, facade modulation, through-block connection or an easement for required sidewalk width.				
Required Upper Story Setback (Average Daylight Plane)	All street frontages are subject to the average daylight plane standards described in subsection (A)(7) of this section.				

2. *Base building height.* A base building height of up to two stories (not to exceed 27 feet) shall be allowed. One-story structures located adjacent to the public right-of-way in the TC-7, TC-5, ~~TC-4,~~ TC-45 Plus and TC-3 subareas shall be a minimum of 15 feet and may be as tall as 27 feet ~~with approval of the design commission to ensure the taller facade provides features that ensure a pedestrian scale~~.

3. *Calculation of building height.*

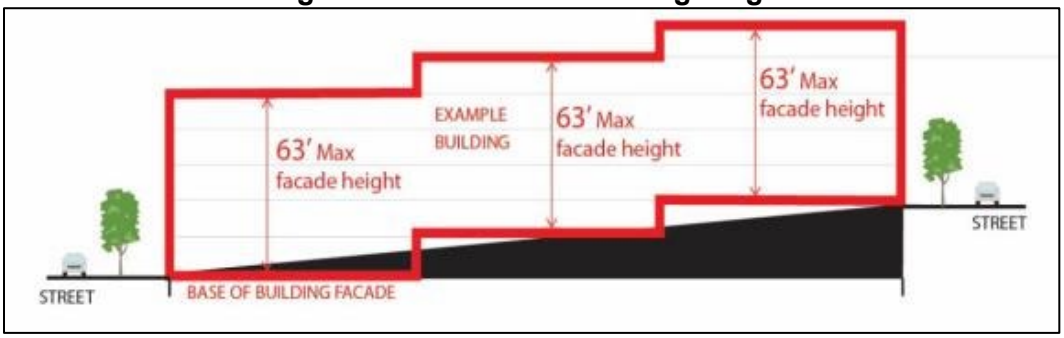
a. The intent of the building height calculation in this section is to limit the visual mass of a building so that it does not appear to exceed the maximum height limit in subsection (A)(1) of this section.

b. The maximum allowable building height in subsection (A)(1) of this section shall be calculated as the vertical distance measured from the base of a building facade to the highest point of the roof structure excluding appurtenances. The base of the

building facade shall be measured from the adjacent public sidewalk if applicable, or from the lower of existing or finished grade along building facades that are not adjacent to a public sidewalk. See Figure 4.

c. If the bases of the opposite building facades are at approximately the same elevation, then the building height at any point between the facades can never exceed the maximum permitted building height. If the bases of the opposite building facades are not at approximately the same elevation, then the building must be configured to go down in height as between the higher and lower facades in a manner similar to Figure 4 or in an equivalent manner such that the average of the building heights calculated between the facades is approximately equal to or less than the maximum permitted building height.

Figure 4 — Maximum Building Height



4. *Mezzanines.* A mezzanine shall not be counted as a story for determining the allowable number of stories when constructed in accordance with the requirements of the construction codes set forth in ~~MICC~~ Title 17 MICC.

5. *Rooftop appurtenances.* ~~Rooftop appurtenances are discouraged. If necessary,~~ ~~r~~Rooftop appurtenances may extend up to ten feet above the maximum building height allowed~~, provided there is a functional need for the appurtenance and that functional need cannot be met with an appurtenance of a lesser height~~. This provision shall not be construed to allow building height in excess of the maximum limit. Rooftop appurtenances ~~should~~must be located at least ten feet from the exterior edge of any building, and ~~together with the screening provided for below,~~ shall not cover more than 20 percent of the rooftop area.

   a. *Screening of rooftop appurtenances.* Appurtenances shall not be located on the roof of a structure unless they are hidden or camouflaged by building elements that were designed for that purpose as an integral part of the building design. All appurtenances located on the roof ~~should~~ must ~~be~~ grouped together and ~~incorporated into the roof design and thoroughly~~ screened. The screening ~~should~~ shall be sight-obscuring, located at least ten feet from the exterior edge of any building; and effective in obscuring the view of the appurtenances from public streets or sidewalks or residential areas located on the hillside surrounding the Town Center.

   b. *Wireless communication facilities.* Wireless communication facilities (WCFs) shall be governed by MICC 19.06.040; provided, they shall be screened as required by subsection (A)(5)(a) of this section.

6. *Setbacks.*

   a. *78th Avenue SE.* All structures shall be set back so that space is provided for at least 15 feet of sidewalk between the structure and the face of the street curb, excluding locations where the curbline is interrupted by parking ~~pockets. Additional setbacks are encouraged to provide space for more pedestrian-oriented activities and to accommodate street trees and parking pockets~~.

   b. *All other public rights-of-way.* All structures shall be set back so that space is provided for at least 12 feet of sidewalk between the structure and the face of the street curb, excluding locations where the curbline is interrupted by parking pockets. ~~Additional setbacks along SE 32nd Street are encouraged to provide space for more pedestrian-oriented activities and to accommodate street trees and parking pockets.~~

7. *Average daylight plane.*

   ~~a. Block frontages along streets must integrate average minimum upper level building stepbacks to:~~

      ~~i. Reduce the perceived scale of building facades along streets;~~

      ~~ii. Increase the amount of light and air to adjacent streets;~~

      ~~iii. Promote modulation of building facades along streets that adds variety and provides visual interest;~~

      ~~iv. Encourage the integration of courtyards and open space along block frontages; and~~

      ~~v. Allow for flexibility in the design of block frontages along streets.~~

   ~~b. The a~~Average minimum upper-level building stepbacks ~~shall comply with the following~~ are required as follows:

      ~~i~~a. From a height of ~~25~~27 feet at the front property line, buildings shall step back at a 45-degree angle up to the maximum height limit.

      ~~ii~~b. Calculations for determining compliance with the average daylight plane standards shall utilize cubic volume (cubic feet) and shall consider only the first 30 feet of depth along block frontages.

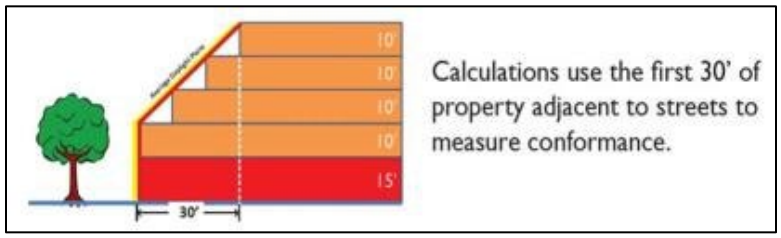
      ~~iii~~c. Only the development site's applicable block frontage may be used to determine compliance with the provisions herein.

      ~~iv~~d. ~~Since the daylight plane standards above apply a minimum average, p~~Portions of block frontages may project beyond the daylight plane ~~concept described in subsection (A)(7)(a) of this section~~, provided the applicable block frontage as a whole complies with the minimum average. Figure 5 illustrates the concept.

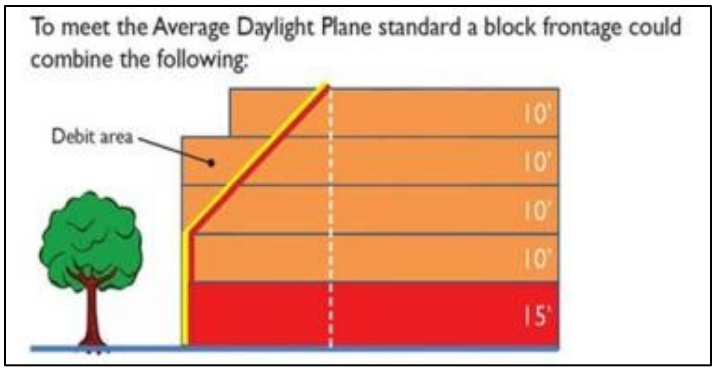
~~v~~e. For each cubic foot that part of a building protrudes beyond the daylight plane ("debit"), the project must include an equivalent cubic footage of open space ("credit") either on the ground floor adjacent to the street (such as a public open space, courtyard or through-block connection), and/or by setting portions of the building facade farther back beneath the daylight plane. For the purposes of this section, the cubic feet of a portion of a building is measured from floor to the top of the roof, and along the outside of exterior walls. The cubic feet of open or credit volume is measured from finished ground level or top of roof to an imaginary line representing the daylight plane as defined in subsection (A)(7)(b)(i) of this section. ~~The intent is that the required open space or credit volume be open to the sky; however, the design commission has discretion to allow e~~Eaves, pedestrian weather protection and landscaping are allowed within the required open space ~~as long as the objectives in subsection (A)(7)(a) of this section are met~~.

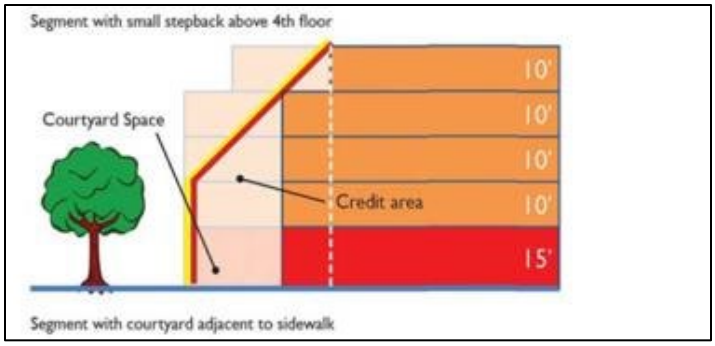
~~vi~~f. Daylight plane debits and credits shall be applied on the same block frontage and cannot be transferred to other block frontages.

Figure 5 — Illustrating the Average Daylight Plane Standards



The average daylight plane extends vertically from the applicable property line 25 feet and then steps back at a 45-degree angle to help reduce the massing of buildings fronting streets.

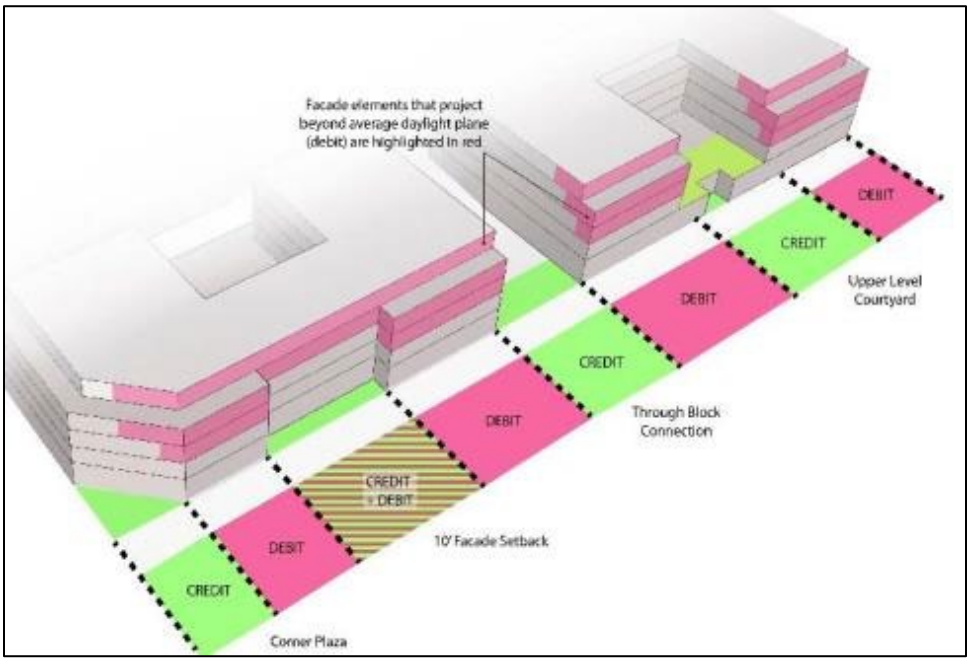




The amount of credit volume shall exceed the debit volume to comply with the "average."

Figure 6 illustrates how a development with multiple block frontages and a through-block connection could meet the average daylight plane standards. The image focuses on the foreground block frontage and illustrates that the block frontage features a combination of debit and credit volume (individual facades that project into average daylight plane are "debit" volume whereas facades that exceed the setback/stepbacks of the average daylight plane are "credit" volume.)

Figure 6 — An Example Development Massing Model with Block Frontages That Comply with the Average Daylight Plane Standards



MICC 19.11.040 – Affordable housing.

A. *Purpose and intent.* The incentives and regulations offered in this section are used by the city as one means of meeting its commitment to encourage housing affordable to all economic groups, and to meet its regional share of affordable housing requirements. The purpose of this section is to: (1) implement through regulations the responsibility of the city

under state law to provide for housing opportunities for all economic segments of the community, (2) help address the shortage of housing in the city for persons of moderate-income households, (3) promote development of affordable housing that would not otherwise be built in the city, and (4) offer incentives to encourage construction of affordable housing units in Town Center.

B. *Affordable housing ratio.* In order to qualify as significant affordable housing and in order to qualify for bonus building height over two stories, a development that contains dwelling units must provide affordable housing units equal to at least ~~ten~~ fifteen percent of the total units in the development. The number of required affordable units shall be rounded up to the nearest whole number.

C. *Affordability level.* For a three-story building the required affordable housing units must be affordable at the 70 percent of median income level for rental housing or 90 percent of median income level for ownership housing. For four- ~~and~~to ~~five~~seven-story buildings, the required affordable housing units must be affordable at the ~~60~~50 percent of median income level for rental housing or ~~90~~80 percent of median income level for ownership housing.

D. *Design elements.*

1. The affordable housing units shall generally be intermingled with all other dwelling units in the development and are not required to be located on the top story or bonus stor~~y~~ies.

2. The tenure (owner- or renter-occupied) of the affordable housing units shall be the same as the tenure of the rest of the dwelling units in the development.

3. The affordable housing units shall consist of a mix of the unit types (by number of bedrooms) that is generally proportionate to the mix of units in the overall development.

4. Affordable units ~~may not be smaller than other units with the same number of bedrooms in the development, unless the code official determines that rooms within the affordable units provide adequate space for their intended use. In no case shall the affordable units be more than ten percent smaller than the market-rate units having the same number of bedrooms in the development, or less than 500 square feet if a studio unit, 600 square feet if a one-bedroom unit, 800 square feet if a two-bedroom unit, 1,000 square feet if a three-bedroom unit, or 1,200 square feet if a four-bedroom unit; whichever is less~~ shall be of a minimum size equal to the average size of market rate units for the same bedroom count. For example, if the average size of market rate one-bedroom units in a development is 650 square feet, each affordable one-bedroom unit in the development shall be a minimum of 650 square feet.

5. The ~~exteriors of the~~ affordable housing units must:

   a. Have exterior finishes that are ~~be~~ compatible with and ~~comparable in~~ of the same quality ~~to~~ as the rest of the dwelling units in the development; ~~and shall~~

   b. C~~c~~omply with any design standards for the underlying zoning district~~.~~; and

   c. Have ~~The~~ interior finishes ~~of the affordable units shall, at a minimum, be~~ comparable to entry level rental or ownership housing in the development.

E. *Availability.* The affordable housing units shall be available for occupancy in a time frame comparable to the availability of the rest of the dwelling units in the development.

F. *Agreement.* Prior to issuance of a building permit, an agreement in form and substance acceptable to the city attorney shall be executed providing price restrictions, homebuyer or tenant qualifications and long-term affordability. The agreement shall be recorded with King County department of records and elections and shall constitute a covenant running with the land. Affordable housing units shall remain as affordable housing for a minimum of 50 years from the date of initial owner occupancy for owner affordable units and for the life of the project for rental affordable housing units. At the sole discretion of the code official, the city may approve a shorter affordability time period for owner-occupied affordable housing, not to be less than 30 years, in order to meet federal financial underwriting guidelines.

1. The agreement shall provide the city sole discretion to establish monitoring fees for the affordable units, which fees may be adjusted over time to account for inflation. The purpose of any monitoring fee is for the review and processing of documents to maintain compliance with income and affordability restrictions of the affordability agreement.

2. The city may agree, at its sole discretion, to subordinate any affordable housing regulatory agreement for affordable ownership units for the purpose of enabling the owner to obtain financing for development of the property.

G. *Impact fees.* Affordable housing may be exempt from impact fees pursuant to MICC 19.17.090 (schools), 19.18.070 (parks) and 19.19.070 (transportation).

MICC 19.11.060 – Site design.

A. *Minor site features.* All major new construction regardless of its height shall have at least three occurrences of any of the following minor site features ~~that contribute to a well-balanced mix of features in that subarea as determined by the design commission. Minor site features may include, but are not limited to, the following~~:

1. *Decorative landmarks.* Imaginative features that complement the building design and create visual focal points that give identity to an area, such as decorative clocks, special paving in pedestrian areas, art features, water features, drinking fountains, or creative designs for necessary building features or functions. Art ~~should~~ shall be integrated with the public street improvements. Examples include sculpture, murals, inlays, mosaics, friezes or bas-reliefs. The location of art shall provide for public view but not hinder pedestrian traffic.

2. *Kiosks.* Community-oriented kiosks, which may include bulletin boards and newsstands or racks, creatively designed and consolidated and placed in areas where large numbers of people gather, and which complement the site design and streetscape and reduces visual clutter.

3. *Additional sidewalk setback.* At least five feet of sidewalk width, in addition to the minimum sidewalk setback provided for in MICC 19.11.030(A)(6)~~, may be provided along 78th Avenue SE,~~ along the entire street frontage of the development site. Such additional sidewalk ~~should~~must be designed to provide additional pedestrian access where parking pockets narrow the sidewalk, to accommodate street trees and benches,

or to create spaces for more pedestrian-oriented activities such as outdoor dining or seating.

4. *Impact on public open spaces.* Minor site features may not occupy space in a public open space required by this code to the extent that doing so reduces the actual space that is usable by the public below the minimum required area.

B. *Major site features.* Any major new construction in the TC-~~5~~7, TC-4~~5~~, TC-4~~5~~ Plus or TC-3 subarea which exceeds the two-story base height ~~and that includes or abuts a preferred through-block connection location shown on Figure 7 shall include a through-block connection subject to design commission determination that such connection is feasible and achievable. Any major new construction exceeding three stories in height in the TC-5, TC-4 or TC-4 Plus subarea~~ shall include at least one of the following major site features~~, subject to design commission determination that such choices contribute to a well-balanced mix of features in that subarea~~:

1. *Through-block connection.* Any major new construction that exceeds the two-story base height in the locations shown on Figure 7 must include a through-block connection. ~~Through-block pedestrian connections will~~ To qualify as a major site feature, a through-block connection must conform to ~~upon satisfaction of~~ the development and design standards set forth in subsection D~~E~~ of this section. If the on-site area of the through-block connection does not equal or exceed three percent of the gross floor area of the development, then public open space shall also be provided so that the total area of the through-block connection and public open space equals or exceeds three percent of the gross floor area of the development.

2. *Public open space.* ~~Public open spaces will~~ To qualify as a major site feature, public open space must conform to ~~upon satisfaction of~~ the development and design standards set forth in subsection C~~D~~ of this section.

C. ~~*Other site features.* The design commission may approve other major or minor site features in place of those listed above consistent with the provisions of this chapter.~~

~~1. *Major site features.* Site features other than listed in subsection B of this section will only be considered as a major site feature if it is of equal or greater public benefit than one or more of the major site features listed in subsection B of this section. Underground or structured parking that supports park and ride use may be considered a major site feature. The amount of park and ride parking qualifying as a major site feature shall be determined by the design commission.~~

~~2. *Minor site features.* Examples of other minor site features include contribution to a public art or design project within close proximity to the new construction, such as the city's I-90 Artway; and/or transit-oriented development (TOD) amenities, such as facilities that support bicycle use.~~

~~D.~~ *Public open space.* Refers to plazas, parks or other spaces intended for the use and enjoyment of the public in the Town Center zone. Public open spaces serve as public gathering spaces and, depending on their size, could accommodate a variety of public events, as well as provide space for informal gatherings and quiet activities.

1. *Size.* A single public open space shall be a minimum size equal to three percent of the gross floor area of the development and shall be at least 20 feet in width.

   a. For a fifth, sixth, or seventh floor in the TC-45 Plus subarea, public open space shall increase to a minimum of seven and one-half (7.5) percent of the gross floor area of the development.

   b. ~~The design commission may allow a~~A development may be allowed to provide two or more public open spaces provided ~~so long as the design commission determines that such multiple public open spaces will have an equal or greater public benefit and~~ each public space is at least 1,500 square feet in area.

   c. ~~The primary purpose of the public open spaces shall be as public gathering places. Other uses of public open spaces whose primary purpose is not for public gathering including but not limited to~~ The following areas shall not be counted as part of the required open space:

      i. lobby entrances,
      ii. stairs, and
      iii. cordoned off/private outdoor restaurant seating. ~~shall not be included in calculating the minimum size of the public open spaces. Such areas shall be in addition to any area required as a minor site feature under subsection A of this section.~~

   d. If a development is required to provide both a public open space and a through-block connection, then the area of the through-block connection that meets the requirements of subsection E of this section shall also be counted towards the public open space requirement.

2. *Design elements.*

   a. Public open spaces shall be at the same level as the public sidewalk~~, serve as a focal point for pedestrian activity within the Town Center zone,~~ and ~~should be fully~~ integrated ~~and designed consistent~~ with any pedestrian connection or other street-level public amenity.

   b. ~~Public open spaces shall be designed with sufficient pedestrian amenities including seating, lighting, water features, special paving, landscaping, artwork and special recreational features, as determined by the design commission~~. At least two linear feet of seating surfaces per 100 square feet of public open space must ~~should~~ be provided. ~~To qualify, s~~Seating surfaces shall be a minimum of 18 inches in depth. At least half the seating ~~should~~ shall have seat backs and have surfaces made of wood or synthetic material that mimics the appearance of wood, rather than metal, stone or concrete. In addition, moveable chairs may be substituted for fixed public seating, provided ~~and shall~~ they are not ~~be~~ restricted for the sole use of an adjacent retail business.

   c. Pedestrian-oriented frontage is required on at least two sides unless the space is linear in design, in which case pedestrian-oriented frontage is required on at least one side.

d. At least 25 percent but not more than 60 percent of an outdoor public open space ~~should~~ shall be landscaped ~~with shade trees, ground cover or other vegetation~~.

e. The public open space may not be covered by a roof, story or skybridge; provided portions of the public open space may be covered for weather protection, or be enclosed pursuant to subsection (D)(2)(f) of this section.

f. Public open space may be e~~E~~nclosed and/or covered ~~public open space may be approved by the design commission;~~ provided, that the space is available for public use.

~~g. All city approvals or permits for any structure shall be reviewed for compatibility with the alignment of any existing or approved public open space.~~

3. *Public open space plan.* The applicant shall submit a plan with a minimum scale of one-quarter inch equals one foot for the public open space which shall include a description of all landscaping; lighting; street furniture; color and materials; relationship to building frontage; specific location of the public open space; and the relationship to and coordination with any pedestrian connection or other public amenity.

4. *Public access.* The entire public open space shall ~~should~~ be open to the public 24 hours per day. Temporary closures will be allowed as necessary for maintenance purposes. Upon city approval, portions of the public open space may be separated, as required by the State of Washington Liquor and Cannabis Board or its successor agency, in order to allow outdoor seating for restaurant purposes.

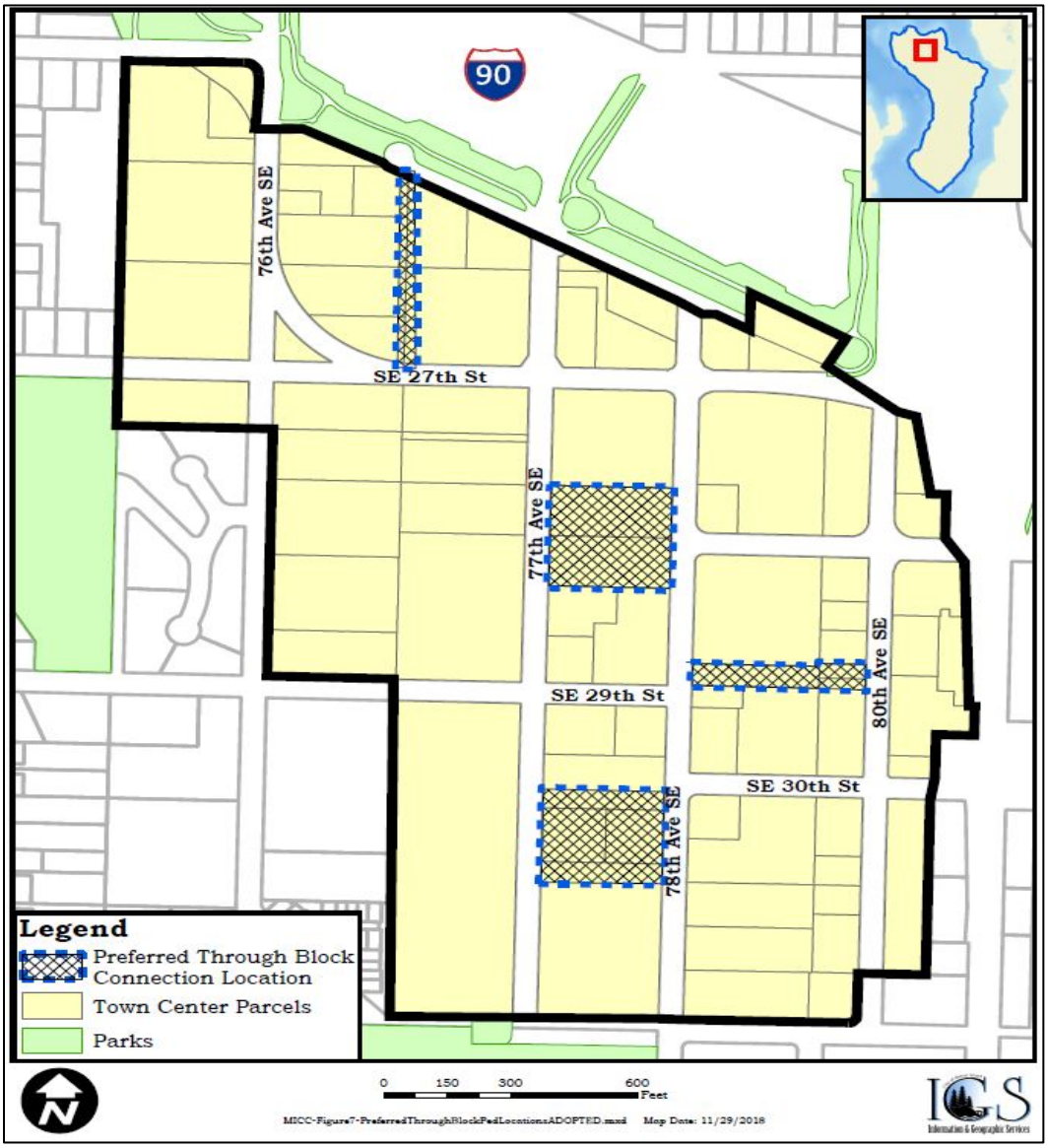
D~~E~~. *Through-block pedestrian connections.* Through-block pedestrian connections are intended to provide convenient and safe public pedestrian routes through city blocks.

1. *Location.* Connections shall be located on the lots eligible for through-block pedestrian connections as shown on Figure 7 and in other locations based on the following criteria:~~.~~ ~~The actual location of the pedestrian connection on the lot shall be determined by the design commission based upon the following criteria: (a)~~

a. the connection will connect with existing or future rights-of-way, other pedestrian connections and/or public open spaces; and ~~(b)~~

b. the connection has the effect of dividing a ~~large~~ city block approximately in the middle of such block in approximately the preferred locations shown on Figure 7.~~;~~ ~~and (c) it is likely that the remainder of the subject connection will be developed in the future based upon development conditions on surrounding lots~~

Figure 7 — Preferred Through-Block Pedestrian Connection Locations



2. *Design elements.*

   a. The through-block pedestrian connection shall be the length necessary to provide access between existing rights-of-way; provided~~, however,~~ that if an applicant does not own all property necessary to make the connection, this option will still be available if an easement is provided to the city for the remainder of the connection. If the applicant cannot obtain the easement after using best efforts, the city may still approve the connection.

   b. The through-block pedestrian connection shall be a minimum of 20 feet wide ~~unless the design commission approves a lesser width because the applicant provides other site features of equal or greater public benefit as determined by the design commission~~. The width of the through-block pedestrian connection may be

reduced by five feet if the applicant provides an additional five feet of sidewalk along the entirety of one side of the development that fronts on a public right of way.

c. The area devoted to a through-block pedestrian connection shall be in addition to the area devoted to any other minor site feature required pursuant to subsection A of this section. ~~The primary purposes of the connection shall be as a means for pedestrian access between rights-of-way and secondarily as a public gathering place. Other uses, including p~~Pedestrian access to parking areas, lobby entrances, and stairs~~, must be secondary to and not conflict with the connection purpose and areas required for such uses~~ shall not be included in calculating the minimum size.

~~b~~d. The through-block pedestrian connection shall be at the same level as the public sidewalk ~~and incorporate sufficient pedestrian amenities such as seating areas, landscaping, art features, water features, weather protection and pedestrian scale lighting, as determined by the design commission~~.

~~c~~e. The through-block pedestrian connection ~~should~~ must use special paving, such as decorative colored concrete, concrete unit brick or stone pavers ~~and coordinated design features such as uniform treatment of signing, landscaping and lighting~~ over the entire length of the connection. Pervious paving is encouraged.

~~d. At least 50 percent of the ground level building frontage shall be designed and constructed to provide occupancy by active residential or nonresidential uses.~~

~~e~~f. Where ground level residential uses front onto the through-block connection the building must feature at least one of the public/private space transition elements described below:

i. *Raised deck or porch option.* Provide at least a 60-square-foot porch or deck raised at least one foot above grade. The porch or deck must be at least six feet wide, measured perpendicular to the building face. A low fence, rail or planting, which is two feet to four feet high, is encouraged between the through-block connection and the deck or porch. A porch roof or weather protection is encouraged. The design ~~should~~ shall consider accessibility.

ii. *Private open space option.* Provide a private open space at least ten feet wide between the face of the residence and the edge of the through-block connection. The space may be paved or landscaped. A low fence, rail or planting which is two to four feet high shall be provided between the through-block connection and the open space.

iii. *Landscaped area.* Provide a landscaped area at least ten feet wide between the face of the building and the edge of the through-block connection. The plantings must reach three feet high within three years after planting.

iv. *Raised ground floor.* If the residence's ground floor is at least three feet above the grade adjacent to the building, then the landscaped area in option (iii), above, may be reduced to four feet wide.

~~v. Other transition design measures that adequately protect the privacy and comfort of the residential unit and the attractiveness and usefulness of the pathway at least as effectively as options (i) through (iv) above, as determined by the design commission.~~

Figure 8 — Acceptable Public/Private Transitional Space Design between Through-Block Connections and Ground Level Residential Units

The upper left image uses a low fence and landscaped setback. The right images use landscaped terraces and elevated ground level units. The lower left image uses a landscaped berm between the pathway and semi-private open space.



~~f~~g. Where ground level nonresidential uses front onto the through-block connection the building must feature:

i. Transparent windows along 50 percent of the ground floor facade between 30 inches and ten feet above the through-block connection.

ii. Entrances facing the through-block connection are required for each tenant adjacent to the through-block connection.

~~g~~h. No more than 50 percent of through-block connection ground level frontages may be occupied by vehicle parking areas. ~~Where surface level parking areas are adjacent to the through-block connections, landscaping and building design features shall be included to add visual interest and screen vehicles while designing for safety of pedestrians along the connection.~~ Surface level parking adjacent to through block connections must be separated by a landscaped area

that provides partial screening. The landscaped area cannot reduce the width of the through block connection by more than five (5) feet.

~~h~~i. The through-block connection may not be covered by a roof or story; provided portions of the public open space may be covered for weather protection, but not enclosed, and skybridges connecting two buildings are allowed if the skybridge is less than 20 feet wide and less than 14 feet in height.

~~i~~j. All city approvals or permits for any structure shall be reviewed for compatibility with the alignment of any existing or approved through-block connection.

~~j~~k. The connection shall be for exclusive pedestrian use and may not be used by vehicles except as necessary for maintenance or emergency purposes. Dumpsters and other service areas shall not be located within a through-block connection, but may be totally enclosed within a building adjacent to the through-block connection.

~~k. The design commission may approve a connection that is not in a straight line.~~

Figure 9 — Examples of Acceptable Through-Block Connections

The upper left image features trees on both sides of the connection and outdoor dining area with adjacent restaurants. The upper right image features retail shops fronting onto a corridor. The lower left image features a double pathway with central lawn and adjacent townhouses. The right image features adjacent apartments with a landscaped buffer.



3. *Connection plan.* The applicant shall submit a plan with a minimum scale of one-quarter inch equals one foot for the connection, which shall include a description of all of the following elements: landscaping; lighting; street furniture; color and materials; relationship to building frontage; specific location of the connection and the relationship to and coordination with any public open space.

4. *Public access.* The entire connection ~~should~~ must be open to the public 24 hours per day. Temporary closures will be allowed as necessary for maintenance purposes. Upon city approval, portions of the connection may be separated, as required by the State of Washington Liquor and Cannabis Board or its successor agency, in order to allow outdoor seating for restaurant purposes.

F. *Legal agreements required for public open space and through-block pedestrian connections.* The owners of property to be used for public open space or through-block pedestrian connections shall retain fee ownership of that property and shall execute a legal agreement providing that such property is subject to a right of pedestrian use and access by the public. The agreement shall be in form and substance acceptable to the city attorney and be recorded with the King County recorder's office and the city clerk. The obligations under the agreement shall run with the land and shall terminate upon demolition of the structure for which the through-block connection or public open space was provided. No modifications to either a public open space or through-block pedestrian connection shall be made without approval of the city other than ordinary repairs and maintenance.

MICC 19.11.070 – Greenery and outdoor spaces.

A. *Objectives.* Outdoor spaces and landscaping should be designed to achieve the design vision set forth in MICC 19.11.010. Development should provide for private open space for employees and residents. Plant materials placed in horizontal beds and on vertical walls/trellises/arbors areas should be used to frame and soften structures, to define site functions, to enhance the quality of the environment, screen undesirable views and create identity sense of place. Trees and landscaping shall be incorporated into the site design in order to soften and screen the visual impact of hard surfaces such as parking lots, service areas, and walls, as well as to enhance a sense of nature along pedestrian walkways, public rights-of-way, sidewalks and outdoor gathering places. Outdoor furniture and fixtures should be compatible with the project architecture and considered as integral elements of the landscape. Whenever possible development should include seating areas and be enhanced by such features as trees and flower displays, fountains, art and open spaces.

B. *Development and design standards.*

1. *Landscaped ~~area~~surface requirement.* ~~Landscaped surfaces equal to~~ Twenty five (25) percent of the development site ~~shall~~ must be ~~provided~~ landscaped surfaces. All required plantings and landscaping ~~shall~~ must be installed according to ~~sound horticultural practices in a manner designed to encourage quick establishment and healthy plant growth, based on~~ local and regional best landscaping practices. The following landscaped types and credits may be used to meet the standards:

a. Ground level planting beds qualify as landscaped surfaces at a 100 percent rate. One hundred (100) percent rate means that one square foot of ground level planting bed counts as one square foot of the required landscaped area.

b. Ground level planting area that supports trees (which will require deeper soil depths) ~~may~~ qualify for bonus credit.

i. ~~Specifically, p~~Planting areas that support a large tree (height greater than 30 feet at maturity) may be counted at a 200 percent rate (includes planting area under projected dripline at maturity). Two hundred (200) percent rate means that one square foot of a ground level planting bed supporting a large tree counts as two square feet of the required landscaped surfaces.

ii. ~~and~~ A planting area~~s~~ that support~~s~~ a medium sized tree (height greater than 15 feet at maturity) may be counted at 150 percent rate. One hundred and fifty percent rate means that one square foot of ground level planting bed supporting a medium sized tree counts as one and a half square feet of the required landscaped surfaces.

c. ~~Terraced or other raised planting surfaces qualify as landscaped surfaces at the same rates as ground level planting beds depending on the soil depth (~~Ground level planting beds with shallow soil depths capable of supporting only ground cover plants qualify at a 50 percent rate~~)~~ Fifty percent rate means that one square foot of ground level planting beds with shallow soil depths counts as one half a square foot of the required landscaped surfaces.

~~b~~d. *Green roof.* Green roofs qualify as a landscaped surface at a 50 percent rate (i.e., two square feet of green roof qualifies as one square foot of landscaped area). Green roof areas supporting large shrubs and trees ~~may~~ qualify as a landscaped surface at ~~for bonus credit (up to~~ a 100 percent rate~~) as determined by the design commission depending on the planting's visibility~~.

~~c~~e. *Green walls/trellises/arbors.*

I. Artistic green walls adjacent to ground level publicly accessible space with decorative patterns qualify as a landscaped surface at a 125 percent rate;

ii. Standard green walls qualify as landscaped surfaces at a 75 percent rate;

iii. *Vine trellis/arbors/walls qualify as landscaped surfaces at a 50 percent rate.* Planter areas must feature minimum soil depth necessary to maintain healthy vine growing conditions as determined by regional best landscaping practices.

2. *Landscaping standards.*

a. *Suitable plant species.* Plant materials for required landscape surfaces shall be selected from a city approved palette of species and minimum size at time of planting. Plant materials ~~should~~ shall be native or adaptive drought-tolerant species.

b. *Trees and ground cover.*

i. Prominent trees ~~should~~ shall be ~~preserved to the extent feasible~~ managed consistent with Chapter 19.10 MICC.

ii. Trees planted within five feet of public curbs or in paved areas shall be installed with root guards and grates to prevent physical damage to sidewalks, curbs, gutters, pavement and other public or private improvements.

iii. Ground cover shall be planted to have 100 percent ground cover in two years.

iv. Any tree cutting or pruning shall be consistent with chapter 19.10 MICC.

c. *Soil quality, depth, and volume.* Applicants for new projects in Town Center must include the relevant provisions in construction details, based on regional best landscaping practices, including:

i. In planting beds: place three inches of compost and till to a minimum depth of eight inches.

ii. In turf areas: place one and three-quarters inches of compost and till to a minimum depth of eight inches.

iii. Scarify (loosen) subsoil four inches below amended layer to produce a minimum soil depth of 12 inches of uncompacted soil.

iv. After planting: apply two to four inches of arborist wood chip mulch to planting beds. Coarse bark mulch may be used ~~but has fewer benefits to plants and soil~~.

d. *Irrigation.* All landscaped areas shall be provided with an approved automatic irrigation system consisting of waterlines, sprinklers designed to provide head to head coverage and to minimize overspray onto structures, walks and windows. Water conserving types of irrigation systems ~~should~~ shall be used.

e. *Maintenance.* ~~All landscaping shall be maintained in good condition.~~ Maintenance shall include regular watering, mowing, pruning, clearance of debris and weeds, removal and replacement of dead plants and the repair and replacement of irrigation systems.

3. *Surface parking lot landscaping.* Surface parking lots shall be landscaped to reduce and break up large areas of asphalt and paving.

a. The landscape design shall be ~~incorporated with low impact development techniques~~ designed to manage runoff from roofs, parking lots and other impervious surfaces consistent with Title 15 MICC.

b. A landscaped area with the minimum interior dimensions of four feet by four feet ~~minimum four-foot-wide (interior dimension) landscape bulb should~~ must be provided at the end of parking aisles.

c. A ratio of one tree for every six parking spaces ~~should~~ must be provided throughout any surface parking lot. Of the total number of trees required, 50 percent shall be a minimum of 24-inch box in size, and 50 percent shall be a minimum of 15-gallon in size.

d. Planting areas for trees required within the parking rows of a surface parking lot ~~should~~ must be achieved by one of the following ~~acceptable~~ methods:

i. A continuous landscape strip, at least four feet wide (interior dimension), between rows of parking stalls; or

ii. Tree wells, eight feet wide, resulting from the conversion of two opposing full sized parking stalls to compact stalls; or

iii. Tree wells, at least five feet square, placed diagonally between standard or compact parking stalls.

4. *Landscape screening.* All grade-level parking adjacent to public rights of way, sidewalks, and pedestrian circulation, including structured parking, ~~should~~ must be physically separated from the street and visually screened from pedestrian view by landscaping that provides a partial screen. The landscaping must include shrubs and trees, be located on private property and ~~be wide enough to maintain the plant material and screen the view but~~ not be less than three feet wide.

~~5. *Building entries.* Building entries should be emphasized with special landscaping and/or paving in combination with lighting.~~

~~6. *Building facades.* Building facade modulation and setbacks should include features such as courtyards, fountains and/or landscaping.~~

~~7. *Continuity.* Landscaping should provide design continuity between the neighboring properties.~~

MICC 19.11.080 – Screening.

A. *Objectives.* In order to obtain the design vision set forth in MICC 19.11.010, any storage, service and truck loading areas, utility structures, elevator and mechanical equipment on the ground or roof shall be screened from public view in such a manner that they are not visible from public streets, sidewalks or residential areas located on the hillside surrounding the Town Center.

B. *Development and design standards.*

1. *On-site service areas.* On-site service areas must meet the following standards.

a. All on-site service areas, loading zones, outdoor storage areas, garbage collection and recycling areas and similar activities ~~should~~ must be located in an area not visible from public streets. ~~Consideration should be given to developing common service courts at the interior of blocks.~~

b. Service areas ~~should~~ must accommodate all services needed by uses established in the development including loading, trash bins, recycling facilities, food scrap composting areas, storage areas, utility cabinets, utility meters, and transformers~~, etc~~.

c. Service areas ~~should~~ must be located and designed for easy access by service vehicles and for convenient access by each tenant. ~~Any emissions of noise, vapor, heat or fumes should be mitigated. Loading activities should generally be concentrated and located where they will not create a nuisance for adjacent uses.~~

2. *Garbage, recycling collection, composting and utility areas.* Garbage, recycling collection, food scrap composting and utility areas shall be fully enclosed and screened around their perimeter by ~~a wall or fence~~built screening at least seven feet high, concealed on the top and must have self-closing doors. If the area is adjacent to a public street or pedestrian ~~alley~~way, a minimum three-foot wide landscaped planting strip providing a partial screen~~, minimum three feet wide,~~ shall be located on three sides of such facility. ~~Any emissions of noise, vapor, heat or fumes should be mitigated.~~

3. *Meters and mechanical units.* Water meters, gas meters, electric meters, ground-mounted mechanical units and any other similar structures ~~should~~ must be hidden from public view ~~or screened~~. Meters and mechanical units must be screened with either full landscape screening or built screening.

4. *Fences.* Fences ~~should~~ must be made of masonry, ornamental metal, or wood, or some combination of the three. The use of chain link, plastic or wire fencing is prohibited.

C. *Landscape screening.* Landscape screening must be consistent with the following definitions of screen types.

1. *Full screen.* A full screen provides a dense vegetated separation between dissimilar uses on adjacent properties. A full screen shall block views from adjacent properties as seen at the pedestrian eye level in all seasons within three years of installation. The number of trees provided shall be proportionate to one tree for every ten feet of landscape perimeter length.

2. *Partial screen.* A partial screen provides a moderate vegetated separation between uses on adjacent properties and intermittent views to adjacent properties. A partial screen shall provide the desired screening function as seen at the pedestrian eye level in all seasons within three years of installation. The number of trees provided shall be proportionate to one tree for every 20 feet of landscape perimeter length.

3. *Filtered screen.* A filtered screen shall provide in all seasons and within three years of installation a lightly vegetated visual separation between uses on adjacent properties and allow visual access to adjacent properties. When compared to the other screen types, a filtered screen is characterized by more open spaces, light filtration and transparency through the plant material forming the screen.

D. *Built screening*. Any screening not composed of landscaping must be constructed of at least eighty (80) percent opaque building materials to provide a sight-obscuring barrier between the screened object(s) and the adjacent property and/or right of way. The materials of the screening must be the same design, color, and materials as the exterior of the accompanying structure.

MICC 19.11.090 – Lighting.

A. *Objectives.* Lighting shall be an integral part of any new or existing development. Lighting shall contribute to the individuality, security and safety of the site design without having overpowering effects on the adjacent areas. Lighting is viewed as an important feature, for functional and security purposes, as well as to enhance the streetscape and public spaces. The design of light fixtures and their structural support should be integrated with the architectural theme and style of the main structures on the site.

B. *Development and design standards.*

1. *Pedestrian-~~scale~~ walkway light fixtures.* ~~Pedestrian-scale l~~Light fixtures ~~should~~must be ~~incorporated into the site design to give visual variety from one building to the next and should blend with the architectural style~~ provided for any on-site pedestrian walkways, including sidewalks. Light fixtures must be designed to fully illuminate the walkway and be placed no more than eight feet above the finished grade.

2. *Light type.* Lighting ~~should~~ must use LED or similar minimum wattage light sources~~, which give more~~ designed to provide "natural" light. Non-color corrected low-pressure sodium and mercury vapor light sources are prohibited.

3. ~~*Building entrances.* All building entrances should be well lit to provide inviting access and safety.~~

4. *Building-mounted and display window lights.* Building-mounted lights and display window lights~~ should contribute to~~ may be used to satisfy required lighting for~~of~~ walkways in pedestrian areas.

~~5~~4. Parking areas. Parking area light fixtures ~~should~~ must be designed to confine emitted light to the parking area. The height of the light fixtures ~~should~~shall not exceed 16 feet above finished grade. ~~The design commission shall review and determine the adequacy of lighting in parking areas based on best practices.~~

~~6~~4. *Neon lighting.* Neon lighting may be used as a lighting element; provided, that the tubes are concealed from view at the street level ~~and are an integral part of the building design~~. Neon tubes used to outline the building are prohibited.

~~7~~5. *Shielding.* All exterior lighting fixtures ~~should~~ must be shielded or located to confine light spread within the site boundaries~~, to the extent possible, especially when adjacent to residential uses~~.

MICC 19.11.100 – Building design.

A. *Objectives.* Building facades should be designed with a variety of architectural elements that suggest the building's use and how it relates to other development in the area. Buildings should be oriented to the street frontage to enliven the street edge as well as to maximize access from the public sidewalk. Building facades should provide visual interest to pedestrians. Special care should be given to landscaping, mass and roof forms of buildings to provide visual interest from residential areas located on the hillside surrounding the Town Center as well as from public streets or sidewalks. Street level windows, minimum building setbacks, on-street entrances, landscaping and articulated walls should be encouraged. Building facades should be designed to achieve the purpose of the development and design standards and the Town Center vision described in MICC 19.11.010. Architectural features

and other amenities should be used to highlight buildings, site features and entries and add visual interest. Within the Town Center, all development shall provide elements that attract the interest of residents, shoppers and workers.

B. *Development and design standards.*

1. *Fenestration.*

a. *Transparent facades.* Articulated, transparent facades ~~should~~ shall be created along pedestrian rights-of-way. Highly tinted or mirrored glass windows ~~shall~~ are not ~~be~~ allowed. Shades, blinds or screens that prevent pedestrian view into building spaces ~~shall~~ are not ~~be~~ allowed, except ~~where required or desired for privacy~~ in dwelling units, hotel rooms, and similar residential uses.

b. *Ground floor windows and doors.* Major new construction along 77th Avenue SE, 78th Avenue SE and SE 27th Street, within the TC-7, TC-5, ~~TC-~~4 and TC-45 Plus subareas, shall have at least 75 percent of the length of the ground floor facade between the height of two feet and seven feet devoted to windows and doors affording views into retail, office, or lobby space.

c. *Upper story facades.* Upper stories of buildings above two stories ~~should~~ must maintain an expression line along the facade such as a setback, change of material, or a projection to reduce the perceived building mass. Upper story windows ~~should~~ must be divided into individual units and not consist of a "ribbon" of glass. ~~Upper story features such as balconies, roof decks, bay windows or upper story commercial activities should be used to visually connect upper story activity with the street.~~

2. *Street-facing facade elements.* All major new construction shall include at least seven of the following elements on the street-facing facades~~, both on the ground floor level and on other levels, as may be deemed desirable by the design commission taking into account the nature of the development and the site~~.

a. Window and door treatments which ~~embellish~~differentiate the façade from other components of the building.

b. ~~Decorative l~~Light fixtures.

c. ~~Unique facade treatment, such as decorative materials and design elements.~~

~~d.~~ ~~Decorative paving~~ Paving with a texture, color, or stamped pattern different from other paved features.

~~e~~d. Trellises, railings, gates, grill work, or ~~unique~~ landscaping.

~~f~~e. Flower baskets ~~supported by ornamental brackets~~.

~~g~~f. Recessed entrances.

~~h~~g. Balconies.

~~i~~h. Medallions.

~~j~~i. Belt courses.

~~k~~j. ~~Decorative m~~Masonry and/or tilework.

~~l. Unique, handcrafted pedestrian-scaled designs.~~

~~m~~k. Planter boxes ~~with seasonal color~~.

~~n~~l. Projecting metal and glass canopy.

~~o~~m. Clerestories over storefront windows.

~~p. Other elements as approved by the design commission.~~

3. *Major facade modulation.* Block frontages shall include at least one of the following features ~~(subsection (B)(3)(a), (b) or (c) of this section)~~ at intervals no greater than 120 feet to break up the massing of the block and add visual interest. ~~The design commission may approve modifications or alternatives to the following features if the proposed modulation is at least as aesthetically acceptable as one of the following features:~~

   a. Vertical building modulation at least 20 feet deep and 30 feet wide. See example on Figure 10. For multi-story buildings, the modulation must extend through more than one-half of the building stories.

   b. Use of a significant contrasting vertical modulated design component featuring all of the following:

      i. An extension through all stories above the first story fronting on the street. Exception: upper stories that are set back more than ten feet horizontally from the facade are exempt.

      ii. A change in building materials that ~~effectively~~ contrast~~s~~ from the rest of the facade.

      iii. A modulation horizontally from the rest of the facade by an average of 24 inches.

      iv. A design to provide roofline modulation.

   c. Building walls ~~with contrasting articulation and roofline modulation~~ that make it appear like two or more distinct buildings. See examples on Figure 11. To qualify for this option, these contrasting facades shall employ all of the following:

      i. Different building materials and/or configuration of building materials; and

      ii. Contrasting window design (sizes or configurations).

Figure 10 — Illustrating Maximum Facade Width Standards

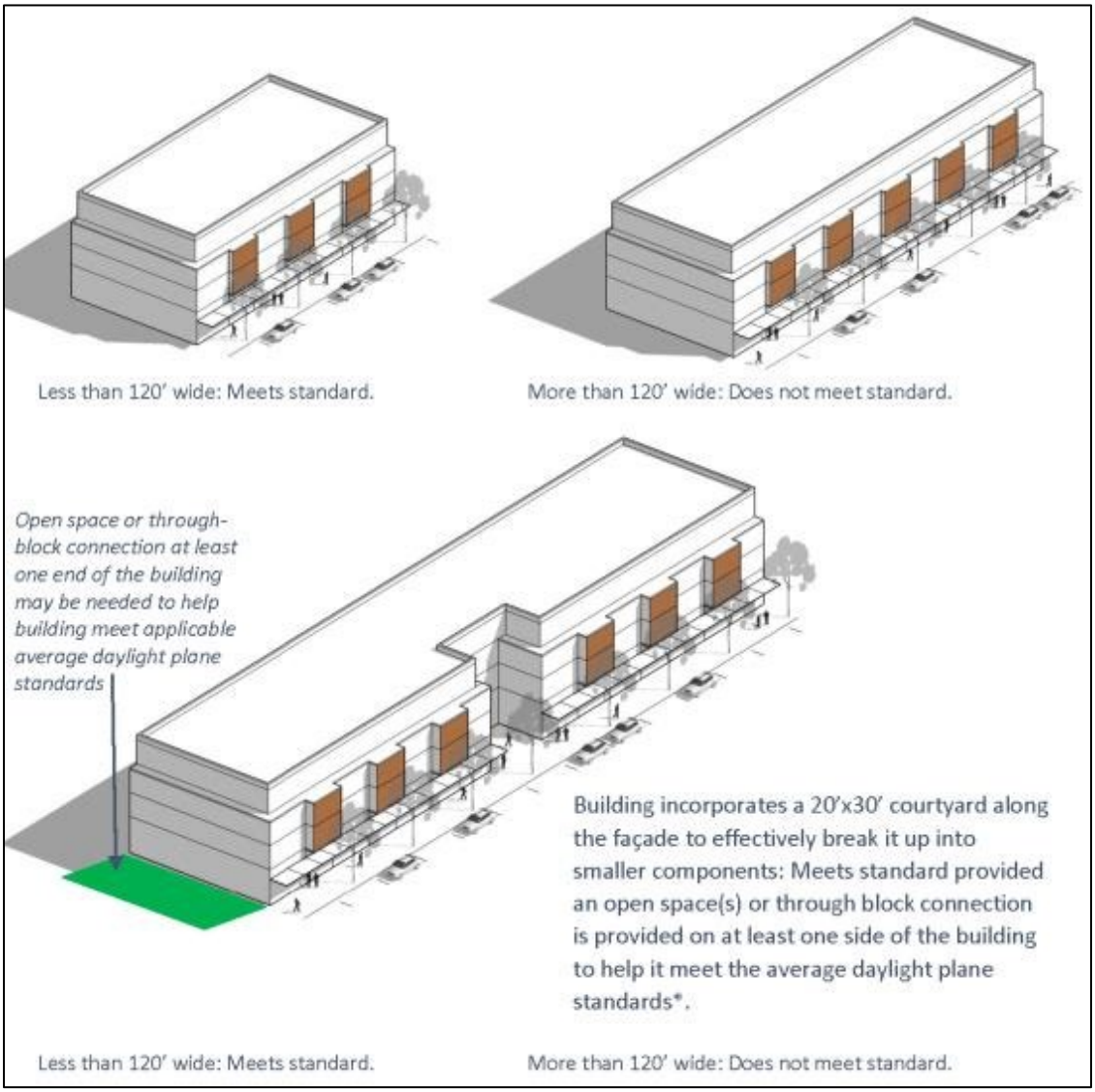


Figure 11 — Facade Examples Employing Building Walls with Contrasting Articulation That Make It Appear Like Two or More Distinct Buildings



Figure 12 — Examples That Do Not Meet Maximum Facade Width Provisions



4. *Minor facade modulation.* All buildings shall include articulation features to reduce the perceived scale of large buildings and add visual interest to facades. See examples on Figure 13. At least three of the following features shall be employed at intervals no greater than 50 feet ~~subject to design commission approval taking into account the nature of the development and the site~~:

    a. Window fenestration patterns and/or entries;

    b. Use of vertical piers/columns;

    c. Change in roofline;

    d. Change in building material or siding style;

    e. Vertical elements such as a trellis with plants, green wall, art element; <u>or</u>

f. Vertical building modulation of at least 12 inches in depth if tied to a change in roofline modulation or a change in building material, siding style, or color~~; or~~

~~g. Other design techniques approved by the design commission that reinforce a pattern of small storefronts (or residences, if residential uses are used)~~.

Figure 13 — Minor Facade Modulation Examples



5. *Walls.* Untreated blank walls are prohibited. ~~A blank wall is a wall (including building facades and retaining walls) over six feet in height, with a horizontal length greater than 15 feet that does not include a transparent window or door.~~ New development must use one of the following m~~M~~ethods to treat blank walls ~~can include but are not limited to~~:

   a. Display windows at least 16 inches of depth to allow for changeable displays. Tack on display cases shall not qualify as a blank wall treatment.

   b. A landscape planting bed at least five feet wide or a raised planter bed at least two feet high and three feet wide in front of the wall with planting materials that are sufficient to obscure or screen at least 60 percent of the wall's surface within three years.

   c. A vertical trellis in front of the wall with climbing vines or plant materials that are sufficient to obscure or screen at least 60% of the wall surface within three years. of planting.

   d. A mural ~~as approved by the design commission~~ covering at least sixty (60) percent of the blank wall space. A mural that meets the definition of a sign established in Chapter 19.16 MICC is also subject to the sign regulations in MICC 19.11.140.

   ~~e. Special building detailing that adds visual interest at a pedestrian scale as approved by the design commission. Such detailing must use a variety of surfaces; monotonous designs will not meet the purpose of the standards.~~

6. *Entrances.* Building entrances ~~should concentrate~~ must be located along the sidewalk ~~and should be physically and visually inviting~~. Entrance doors shall be recessed from the facade surface ~~to emphasize the entrance and provide a sheltered transition to the~~

~~interior of the building~~. ~~Special paving treatments and/or landscaping should be used to enhance the entrance. Pedestrian walkways with wheelchair ramps at least eight feet wide should be constructed between the sidewalk and building entrances.~~

7. ~~*Roofs.* Roofs shall relate to the building facade articulations. A variety of roof types and configurations should be used to add interest and reduce the perceived building mass. Varied parapet height or roofline is encouraged. Sloping roofs are also encouraged.~~

8. ~~*Residential uses on ground floor.* Where permitted, residential uses on the ground floor shall comply with the standards in MICC 19.11.060(E)(2)(e).~~

9. ~~*Identity emphasis.* Public buildings, unique community structures and corner structures should have a prominent scale, emphasizing their identity.~~

10. ~~*Corner lots.* Buildings on corner lots should be oriented to the corner. Corner entries and/or architectural treatment should be used to emphasize the corner.~~

11. ~~*Franchise design.* Prototype design for franchises should use customized components consistent with the design requirements for the Town Center that achieve the purpose, intent and vision set forth in MICC 19.11.010.~~

12. ~~*Harmony.* The elements of a building should relate logically to each other, as well as to the surrounding buildings. A single building or complex should be stylistically consistent; architectural style, materials, colors and forms should all work together.~~

13. ~~*Weather protection.* Specially designed all-weather features that integrate weather protection systems at the sidewalk level of buildings to protect pedestrians from the effects of rain, wind, glare, shadow, reflection and sunlight and to make spending time outdoors feasible in all seasons.~~ All major new construction shall have <u>all-weather features that integrate weather protection systems at the sidewalk level of buildings to protect pedestrians from the effects of rain, wind, glare, shadow, reflection and sunlight such as</u> ~~-~~awnings, canopies, trellises, pergolas<u>,</u> <u>and</u> covered arcades ~~or all-weather features~~ along 80 percent of a building's frontage ~~along~~ the ~~retail~~ <u>required street</u> frontages shown on <u>MICC 19.11.020</u> Figure 2.

   a. Any canopy or awning over a public sidewalk ~~should~~ <u>must</u> be a permanent architectural element.

   b. Any canopy or awning over a public sidewalk ~~should~~ <u>must</u> project out from the building facade a minimum horizontal width of six feet and be between eight to 12 feet above grade.

   c. ~~Architectural details should not be concealed by awnings or canopies.~~

   ~~d. Awning shapes should relate to the shape of the facade's architectural elements. The use of traditionally shaped awnings is encouraged.~~

   ~~e.~~ Vinyl or plastic awnings or canopies are prohibited.

   ~~f~~<u>d</u>. All awnings or canopies shall function to protect pedestrians from rain and other weather conditions.

~~14~~8. *Courtyards.* Courtyards are an outdoor covered or uncovered area easily accessible to the public at the same level as the public sidewalk or pedestrian connections. If a courtyard is being provided for purposes of meeting the public open space requirement in MICC 19.11.060(B), then the courtyard shall comply with the design standards for public open space in MICC 19.11.060(~~D~~C). Other courtyards ~~should~~ must:

a. Be at least ten feet in width, with a building facade on at least one side;

b. Be covered with ~~trees, ground cover, or other~~ landscaping over at least 50 percent of its area;

c. Include seating, special paving material, pedestrian-scale lighting and other pedestrian furnishings; and

d. ~~Manage runoff from courtyard pavement with low impact development techniques when allowed by the code official; and~~

~~e.~~ Not be covered by a roof~~, story or skybridge; except that portions of the courtyard may be covered for weather protection, but not enclosed~~ unless the roof is required weather protection.

MICC 19.11.110 – Materials and color.

A. ~~*Objectives.* Textured high quality materials and colors should bring a visually interesting experience into the streetscape. Color should be carefully considered in relation to the overall design of the building and surrounding buildings. Color and materials should highlight architectural elements such as doors, windows, fascias, cornices, lintels, and sills. Variations in materials and colors should be generally limited to what is required for contrast or to accentuate architectural features. Piecemeal embellishment and frequent changes in materials should be avoided. The materials and colors selected should be consistent with the intent, purpose and vision set forth in MICC 19.11.010.~~

~~B.~~ *Development and design standards.*

1. *Building exteriors.* Building exteriors ~~should~~must be constructed from high quality and durable materials with demonstrated minimal post-installation maintenance. ~~It is important that the materials and colors weather well and that building exteriors need minimal maintenance.~~

~~2. *Regional focus.* Materials and colors should reflect the city's regional setting.~~

~~3. *Attention to all sides.* Materials and colors should be used with cohesiveness and compatibility on all sides of a building.~~

4~~2~~. *Concrete walls.* Concrete walls ~~should~~ must be architecturally treated~~. The treatment may include~~ with one of the following features: textured concrete such as exposed aggregate, sand blasting, stamping or color coating.

~~5. *Harmonious range of colors.* A harmonious range of colors should be used within the Town Center. Neon or very bright colors, which have the effect of unreasonably setting the building apart from other adjacent buildings on the street, should not be used.~~

~~6. *Bright colors.* Bright colors should be used only for trim and accents if the use is consistent with the building design and other design requirements.~~

~~7~~3. ~~*Undesired materials.*~~ Beveled metal siding, mirrored glass, and vinyl siding are prohibited ~~should not be used.~~ ~~EIFS, stucco and similar materials should be limited to use as a minor building facade element.~~

~~8. *Variation of materials.* A variation of building materials should be used to assist in the creation of a visually interesting experience.~~

MICC 19.11.120 – Street standards.

All major new construction abutting 77th Avenue SE or 78th Avenue SE shall improve the right-of-way adjacent to the property as required in Figure 14. Major new construction abutting all other streets shall improve the right-of-way adjacent to the property as required by the Mercer Island Town Center Streetscape Manual. ~~The design commission may require or grant a modification to the nature or extent of any required street improvement for any of the following reasons upon recommendation by the city engineer:~~ A modification to the required street improvements may be granted or required if the city engineer makes written findings that any one of the following conditions apply to the proposed development:

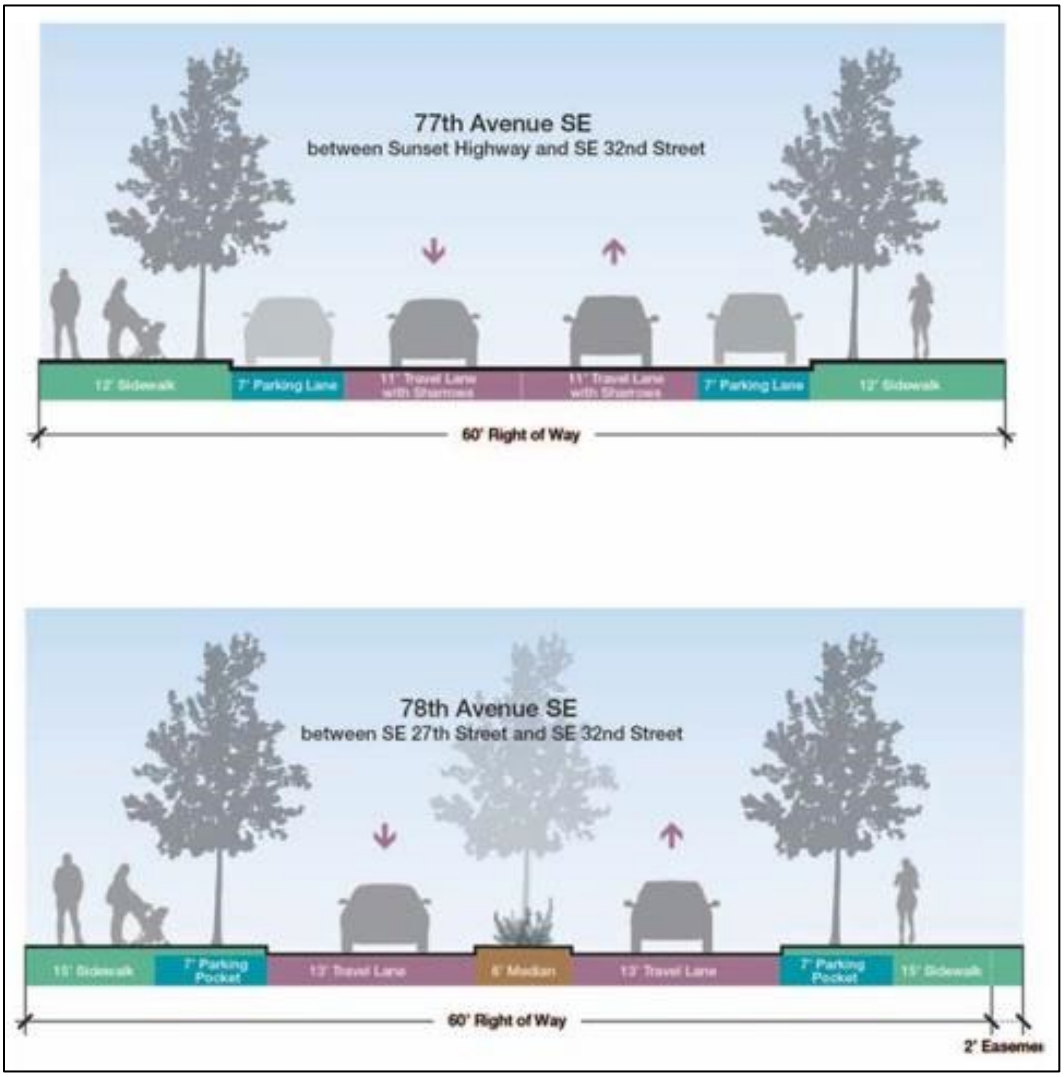
A. If unusual topographic or physical conditions preclude the construction of the improvements as required; or

B. If the required improvement is part of a larger project that has been scheduled for implementation in the city's six-year capital improvement program; or

C. If angled parking is required but parallel parking would enhance pedestrian, vehicle or bicycle safety~~, or result in a more desirable pedestrian environment~~; or

D. If other unusual circumstances preclude the construction of the improvements as required.

Figure 14 — Town Center Street Standards



MICC 19.11.130 – Parking, vehicular and pedestrian circulation.

A. Objectives. The Town Center should be accessible for vehicles but have an emphasis toward the needs of pedestrians. Clear, easy to understand circulation should be designed into all development to allow drivers and pedestrians to move safely on and off the site, and within it, without confusion and without disrupting on-street traffic flow. Development should maintain mobility and maximize opportunities for alternative modes of transportation in the Town Center. Placement of structures, landscaping, circulation patterns and access points should collectively seek to promote an integrated, multi-modal transportation system. 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, except for residential developments and developments containing residential units, which shall utilize the residential development parking standards contained within MICC 19.11.130(B)(1)(a) and

MICC 19.11.130(C). 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. Parking shall be designed consistent with the urban design vision set forth in MICC 19.11.010 and complement the pedestrian activities.

B. Development and design standards.

1. Parking requirements.

a. Minimum number of parking stalls required. All new development and remodels greater than ten percent of the existing gross floor area shall provide at least the number of parking stalls set forth in the following table:

RETAIL (Stalls per gross square foot)			OFFICE (Stalls per gross square foot)			RESIDENTIAL (Stalls per unit)	
General Retail	Restaurant/ Deli/ Bakery/ Food	Hotel	Financial Services	Health/ Barber/ Beauty	Other Professional Services		Senior
2 to 3 per 1,000	5 to 10 per 1,000	1 per guest room plus ⅔ per emp. on shift, plus 5 per 1,000 square feet of retail/office	3 to 5 per 1,000	4 to 5 per 1,000	3 to 5 per 1,000	1 to 1.4 per unit. 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.	0.3 to 1 per unit

LIBRARIES/MUSEUM PUBLIC BUILDINGS (Stalls per gross square foot)	ASSEMBLY OR MEETING SPACES	OTHER USES — NONSPECIFIED (Stalls per gross square foot)
3 to 5 per 1,000	1 space for 3 seats up to 1 space for 5 seats, plus 2 spaces for 3 employees	As determined by the code official

b. Determination within range. The code official shall ~~have the final authority to~~ determine the number of parking stalls required within the ranges above

~~to accommodate typical daily peak parking demand~~ based upon the applicant's ~~submittal of a~~ completed site plan and detailed parking analysis.

c. Underground or structured parking required. If the applicant for a mixed use project or for a residential project provides more parking than one and one-quarter spaces per dwelling unit for any part of a project consisting of residential units or two and one-half spaces per 1,000 square feet for any part of a project that is not used for residential units, then all such additional parking shall either be underground or on the second or higher story of structured parking. This subsection shall not apply to additional parking spaces that may be required pursuant to MICC 19.01.050 or the residential development parking standards in MICC 19.11.130(C).

d. Parking lot configuration.

i. Parking lot design shall conform to the standard stall diagrams set out in appendix A to this title., ~~unless alternative design standards are approved by the design commission and the city engineer~~

ii. A design alternative to these standards may be authorized for residential development if the development utilizes the residential development parking standards in MICC 19.11.130(C).

iii. No more than 50 percent of the required off-street parking spaces for office and residential uses may be designed for accommodating compact vehicles. No more than 25 percent of the required off-street parking spaces for all other uses may be designed for accommodating compact vehicles. Such parking spaces must be clearly designated as compact stalls.

e. Shared parking.

i. The amount of off-street parking required in subsection (B)(1)(a) of this section may be reduced by no more than 50 percent, as determined by the code official upon approval by the city engineer ~~(and design commission for major new construction)~~, when shared off-street parking facilities for two or more uses are proposed. A parking demand study shall be prepared by a professional traffic engineer and submitted by the applicant that documents parking demand for all land uses ~~shall not significantly overlap~~ and that uses will be served by adequate parking if shared parking reductions are authorized.

ii. The determination whether shared parking will be allowed shall occur at the time the shared parking is proposed and when a change of use occurs.

iii. If shared parking is requested, the parking facilities for the multiple uses shall be designed and developed as a single on-site common parking facility, or as a system of on-site and off-site facilities. If off-site facilities are used, all facilities shall be connected with improved

pedestrian facilities and no building or use ~~should~~ shall be more than 1,320 feet walking distance from the most remote shared parking facility.

iv. If the shared parking is on one or more different properties, a covenant or other contract for shared parking between the cooperating property owners must be approved by the code official. This covenant or contract shall be recorded with the King County department of records and elections division as a deed restriction on all properties and cannot be modified or revoked without the consent of the code official.

v. If requirements for shared parking are violated, or the parking demand for shared parking exceeds the shared parking supply, the affected property owners shall provide a remedy satisfactory to the code official or provide the full amount of required off-street parking for each use, in accordance with the requirements of this chapter

f. *Access restriction prohibited.* Restricting vehicular and pedestrian access between adjoining parking lots at the same grade is prohibited.

g. *Surface parking lot location.*

i. *Behind structure.* All surface parking lots shall be located behind building structures.

ii. *No corner parking lots.* Parking lots shall not be located on a corner facing an intersection.

h. *Design of surface parking and pedestrian access.*

i. ~~*Entrances.*~~

~~(a) *Shared.* 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.~~

~~(b) *78th Avenue SE.* Individual parking entrances and curb cuts on 78th Avenue SE should be consolidated.~~

~~ii.~~ *Pedestrian walkways.* Pedestrian walkways ~~should~~ must be provided through all parking lots. ~~Raised concrete pavement should be provided~~ Walkways must be raised where the walkway traverses between parking stalls ~~and/~~or is adjacent to vehicular circulation.

~~iii. *Landscaping and lighting.* Landscaping and lighting of surface parking lots should be in conformance with MICC 19.11.070(B)(4) and 19.11.090(B)(5).~~

~~iv~~ii. *Concrete curbs.* All parking areas, landscaping areas and driveways ~~should~~ must be surrounded by six-inch-high vertical concrete curbs.

~~v~~iii. *Wheel stops.* All landscape and pedestrian areas ~~should~~ must be protected from encroachment by parked cars. Wheel stops t~~wo feet wide (as measured outward from the paved or planted area) should~~ must be constructed for all nonparallel parking stalls.

~~vi. *Amenities.* Amenities such as seating and planters should be provided to encourage pedestrian circulation~~.

i. *Design of structured parking.*

i. *Relationship to main building.* Parking structures ~~should~~ must be ~~architecturally integrated or~~ designed with ~~an architectural theme similar to~~ the same primary cladding material, color palette, architectural features as the main building.

~~ii. *Screening.* 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.~~

~~i~~ii. *Street side edges.* ~~An architectural treatment, landscaping and/or space for pedestrian-oriented businesses along t~~The street-side edges of the parking structure shall be ~~provided~~fully screened.

~~iv. *Pedestrian access.* Where possible, pedestrian elevators and stairwells serving structured parking shall be located in a public lobby space or out onto an active public street.~~

2. *Signs and wayfinding.* Signs indicating the location of parking available to the public are required ~~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~~.

3. *Loading space.* 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.

4. *Drive-through facilities.* Drive-through facilities and stacking lanes ~~should~~ must not be located along the street frontage of a building that faces a right-of-way. Stacking

lanes shall be designed so as 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.

5. *Public parking.* On-site public parking ~~consistent with and complying with the requirements of this section~~ shall be provided in ~~any existing development desiring to provide public parking consistent with the requirements of this section and in~~ any new mixed use or nonresidential development. Nothing contained in this section shall be deemed to 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. Further, this section shall be interpreted and enforced in such manner as to avoid conflict with the shared parking section in subsection (B)(1)(e) of this section.

   a. 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.

   b. Public parking stalls shall be available to motorists for such maximum time period as is determined by the owner, which shall not be less than two hours.

   c. 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 period specified by the owner as provided in subsection (B)(5)(b) of this section.

   d. Once public parking is provided under this provision, it may not thereafter be eliminated unless the development changes use that does not require public parking.

   e. 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 ten percent of the total gross floor area of all existing structures on the parcel as of October 30, 2015.

6. *Repurposing of parking stalls.*

   a. Parking stalls required for nonresidential uses in a new development or existing development by the foregoing provisions of this section must be kept available exclusively to provide parking for nonresidential uses in that development, as applicable. For parking stalls required for office use, this requirement shall only apply on weekdays between 7:00 a.m. and 6:00 p.m., excluding national holidays. Up to 50 percent of such stalls

designated for office use may be allocated for residential use during the hours of 6:00 p.m. and 7:00 a.m. weekdays and at all times on weekends and national holidays.

b. Owners or operators of developments in which such parking stalls are located are responsible for ensuring that such parking stalls are, in fact, occupied as above required only by vehicles of persons associated with the respective uses and are not being occupied by other vehicles. Compliance with, and allowing public parking in accordance with, the provisions of subsection (B)(5) of this section or shared parking in accordance with subsection (B)(1)(e) of this section shall not be considered a violation of this exclusive use requirement.

C. Residential development parking standards.

1. Garages and carports are not required in order to meet minimum parking requirements for residential development.

2. Parking spaces that count towards minimum parking requirements may be enclosed or unenclosed.

3. Parking spaces in tandem shall count towards meeting minimum parking requirements at a rate of one space for every 20 linear feet with any necessary provisions for turning radius. For purposes of this subsection, "tandem" is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

4. Existence of legally nonconforming gravel surfacing in existing designated parking areas may not be a reason for prohibiting utilization of existing space in the parking area to meet parking standards, up to a maximum of six parking spaces.

5. Parking spaces are not required to exceed eight feet by 20 feet, except for required parking for people with disabilities.

6. Required off-street parking shall not be a condition of permitting a residential project if compliance with tree retention pursuant to Chapter 19.10 MICC would otherwise make the proposed residential development or redevelopment infeasible.

7. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.

8. Existing parking spaces that do not conform to the requirements of this section by June 6, 2024, are not required to be modified or resized, except for compliance with the Americans with Disabilities Act. Existing paved parking lots are not required to change the size of existing parking spaces during resurfacing if doing so will be more costly or require significant reconfiguration of the parking space locations.

MICC 19.11.140 – Signs.

A. *Objectives.* Signs shall be distinctive, finely crafted, and designed to enhance the aesthetics of the Town Center and to improve pedestrian and motorist safety. Signs shall be designed for the purpose of identifying the business in an attractive and functional manner and to help customers find the specific business locations; they should not serve as general advertising. The size of signs shall be in proportion to the size of business store frontage. Signs shall be integrated into the building design, compatible with their surroundings and clearly inform pedestrians and motorists of business names, but should not detract from the architectural quality of individual buildings.

B. *Development and design standards.*

1. *Freestanding ground signs.*

a. *Number.* A building or complex may not display more than one ground sign on each street frontage.

b. *Design.* The sign shall constructed with ~~be architecturally compatible~~ with the same ~~style,~~ materials~~,~~ and colors ~~and details~~ of the building or complex. The sign content ~~should~~ must be integrated in one design (in contrast to displaying two or more separate elements). ~~Use of symbols is encouraged.~~

c. *Size.* All freestanding ground signs shall be no larger than:

~~i. *Proportionate.* Proportionate to the street frontage of the businesses they identify; and~~

~~ii. *Maximum size.* In no case larger than:~~

(a) *Twenty-five square feet.* A maximum of 25 square feet for individual business ground signs, shopping complex identification ground signs and signs within a ten-foot setback from any property line on a street.

(b) *Fifty square feet.* A maximum of 50 square feet for joint ground signs (identifying more than one business): six square feet for each business included in the complex. When more than five businesses are included in the complex, one additional ground sign may be placed on the street front, if signs are located at least 100 feet apart.

d. *Maximum height.* The maximum height of any sign within ten feet from any property line on a street shall be 42 inches. All other ground signs shall be a maximum of six feet in height. The height of a freestanding ground sign is measured from the top of the sign to the existing grade or finished grade, whichever is lower, directly below the sign being measured.

e. *Backs of signs.* Exposed areas of backs of signs ~~should~~ must be finished ~~to present an attractive appearance~~ with the same color, material, or texture as the exterior finish of the buildings on site.

2. *Wall signs.*

a. *Eligibility.* A wall sign shall be granted to commercial uses occupying buildings facing the streets and are limited to one sign per business on each street frontage. Commercial uses occupying a building adjacent to a driveway shall not qualify for a second wall sign. However, a commercial use occupying a building whose only exposure is from a driveway or parking lot shall be allowed one wall sign. Businesses that demonstrate that the entry off a driveway or parking lot is used by customers shall be eligible for a wall sign.

b. *Size.* All wall signs shall be no larger than:

i. ~~*Proportionate.* Proportionate to the street frontage of the businesses they identify; and~~

ii. ~~*Maximum size.* In no case larger than:~~

~~(a)~~ *Twenty-five square feet.* Twenty-five square feet for individual business signs.

~~(b)~~ii. *Fifty square feet.* Fifty square feet for joint business directory signs identifying the occupants of a commercial building and located next to the entrance.

c. *Determination of size.* The sign size is measured as follows:

i. *"Boxed" displays.* "Boxed" display — total area of display including the background and borders.

ii. *Individual letters and symbols.* Individual letters and symbols — total combined area of a rectangle drawn around the outer perimeter of each word and each symbol.

d. *Placement.* Wall signs may not extend above the building parapet, soffit, the eave line or the roof of the building, or the windowsill of the second story.

~~e. *Signs above window displays.* When a commercial complex provides spaces for signs above window displays, these signs should be compatible in shape, scale of letters, size, color, lighting, materials and style.~~

~~f. *Design commission discretion.* If an applicant demonstrates to the satisfaction of the design commission that a wall sign is creative, artistic and an integral part of the architecture, the commission may waive the above restrictions.~~

~~g. *Master sign plan.* When multiple signs for individual businesses are contemplated for a major construction project, a master sign plan stipulating the location and size of future signs will be required.~~

3. *Projecting signs.*

a. *Sidewalk clearance.* Projecting signs ~~should~~ must clear the sidewalk by a minimum of eight feet.

b. *Maximum size.* Projecting signs shall not be larger than six square feet.

c. *Projection from building.* Signs ~~should~~ must not project over four feet from the building unless the sign is a part of a permanent marquee or awning over the sidewalk.

d. *Awnings.* Awnings that incorporate a business sign shall be fabricated of opaque material and shall use reverse channel lettering. ~~The design commission may require that an awning sign be less than the maximum area for wall signs to assure that the awning is in scale with the structure.~~ Back-lit or internally lit awnings are prohibited.

4. *Window signs.*

~~a. *Area limitation.* Permanent and temporary w~~Window signs are limited to maximum 25 percent of the window area.

~~b. *Integration with window display.* Every effort should be made to integrate window signs with window display.~~

5. *Parking lot signs.* Signs within parking lots ~~should~~ shall be limited to those necessary for safety, identification and direction. ~~The code official shall specify~~Parking lot signs must include required wording for signage identifying public parking required by MICC 19.11.130(B)(2).

6. *Directional signs.*

a. *Minimal number.* ~~To avoid a cluttered appearance, o~~Only those directional signs necessary to protect the safety of pedestrians and passengers in vehicles ~~will be~~ are allowed. The code official may~~, however, require~~ authorize additional directional signs as necessary to ~~provide motorists with required information to find~~ identify public parking area entrances.

b. *Size.* These signs shall be no higher than 36 inches and no larger than four square feet.

7. ~~*Temporary signs.* Unless prohibited by this chapter, use of temporary signs in the town Center shall be governed by MICC 19.06.020, Temporary signs.~~

~~8. *Prohibited signs.*~~

a. *Roof.* Signs mounted on the roof are not permitted.

b. *Moving signs.* Animated, moving, flashing, blinking, reflecting, revolving, or other similar signs or signs that incorporate these elements are prohibited.

c. *Pennants and inflated signs.* Pennants or inflated signs, balloons and figures are prohibited.

d. *Vehicles.* Signs attached to or painted on vehicles parked for more than 180 consecutive days in an area ~~and~~ visible from the public right-of-way are prohibited ~~if, based on the relative amount of time the vehicle is parked rather than being used~~

~~as a means for actual transportation, the vehicle's primary purpose is as a stationary sign rather than a means for actual transportation~~.

e. *Phone numbers.* Phone numbers are prohibited from permanent, exterior signs.

~~9~~8. *Lighted signs.* Lighted signs shall ~~be of high quality and durable materials, distinctive in shape, designed to enhance the architectural character of the building and~~ use LED lights or other minimum wattage lighting, as necessary to identify the facility or establishment. Channel or punch-through letters are preferred over a sign that contains text and/or logo symbols within a single, enclosed cabinet.

~~10~~9. *Street numbers.*

a. *Use.* City-assigned street numbers ~~should~~ must be installed on all buildings.

b. *Effect on permitted sign area.* Street numbers will not be counted towards permitted sign area.

~~11. *Design commission discretion.* If an applicant demonstrates to the satisfaction of the design commission that a sign is creative, artistic and an integral part of the architecture, the commission may waive the above restrictions.~~

1~~2~~0. *Master sign plan.* A master sign plan describing the location and size of all signs is required for any major construction project that would include more than one sign. ~~When multiple signs for individual businesses are contemplated for a major construction project, a master sign plan stipulating the location and size of future signs will be required.~~

MICC 19.11.150 – ~~Administration~~ Reserved.

~~A. Design review.~~

~~1. Authority. Design review shall be conducted by the city's design commission or code official consistent with the procedure set forth in MICC 19.15.220(C). The design commission or the code official shall review the applicability of the development and design standards and determine the project's conformance with this chapter. The degree of conformance with all of the development and design standards will vary on a project-by-project basis. The design commission shall review each project on the project's degree of overall conformity with the objectives, standards and the comprehensive plan. The design commission or the code official has the authority to approve, approve with conditions, or deny projects based on the criteria set forth in MICC 19.15.220(C).~~

~~2. Applicant's responsibility. It is the responsibility of the applicant to design a project in compliance with the objectives and development and design standards of this chapter.~~

~~3. Shall/should. When a standard uses the word "shall," the standard is mandatory. When a standard uses the word "should," the standard is mandatory unless the applicant can demonstrate, to the satisfaction of the design commission, an equal or better means of satisfying the standard and objective.~~

4. Development agreements. An applicant may request modifications to any development and design standards set forth in this chapter by requesting a development agreement consistent with RCW 36.70B.170 through 36.70B.210. All development agreements shall be in form and content acceptable to the city attorney and shall be reviewed and either approved or rejected by the city council after a public hearing pursuant to RCW 36.70B.200.

5. Changes of use and tenant improvements. It is the property owners' and tenants' responsibility to ensure compliance with applicable development regulations when a change of use and/or a tenant improvement occurs.

Exhibit I

MICC 19.12.010 – General.

A. *Applicability.* This chapter establishes design standards for regulated improvements in all zones established by MICC 19.01.040, except Town Center. Design standards for Town Center are set forth in chapter 19.11 MICC. These standards are in addition to any other standards that may be applicable to development in the zone in which the development occurs. In the PBZ, the terms of the PBZ site plan as set forth in MICC 19.04.010 shall control; provided, to the extent not inconsistent with MICC 19.04.010, the provisions of MICC 19.12.010 [excluding (D)(2)(b) and (c)], 19.12.030, 19.12.060, 19.12.070 and 19.12.080 shall apply. These design standards are not intended to slow or restrict development, but to add consistency and predictability to the permit review process.

B. *Design vision.*

1. *Site and context.* Non-Town Center areas are largely characterized by residential settings that are heavily vegetated, topographically diverse and enhanced with short and long-range views that are often territorial in nature. The design of new and remodeled structures should respond to this strong environmental context. Site design should maintain the natural character of the island and preserve vegetation concentrations, topography and the view opportunities that make Mercer Island special.

2. *Building design.* Development of new and remodeled structures should conserve Mercer Island's special environmental characteristics, such as steep slopes, watercourses, and large concentrations of mature trees. Buildings shall be designed to be architecturally compatible with other structures in the neighborhood with respect to human scale, form and massing, and relationship to natural site features. High quality and durable materials, complementary colors, texture, and architectural detail should be incorporated into the design. Use of materials such as natural wood and stone, and design elements such as large building overhangs and window exposure to natural light, are encouraged.

3. *Landscaping and amenities.* Landscaping should reflect the natural wooded character of Mercer Island and provide visual separation between different land uses. Amenities such as street trees, plantings, and other landscape design elements, including fountains or water features, and art features should be integrated into new and remodeled structures and their sites.

C. *Applicant's responsibility.* It is the responsibility of the applicant to design a project in compliance with the objectives and standards of this chapter and all other regulations applicable to the zone in which the development occurs.

D. Major new construction and minor new exterior modification. ~~*Design review process.* Design review shall be conducted by the city's design commission or code official consistent with the process provided in MICC 19.15.220(C). The design commission or code official shall review each regulated improvement and determine each project's conformance with the applicable objectives and standards of this chapter.~~

1. Full application of design requirements: major new construction. All design requirements of chapter 19.12 MICC shall apply, except as provided in MICC 19.01.050(D)(3)(a), when there is new construction from bare ground, or intentional exterior alteration or enlargement of a structure over any three-year period that incurs construction costs in excess of 50 percent of the existing structure's current King County assessed value as of the time the initial application for such work is submitted; provided, application of chapter 19.12 MICC shall not be construed to require an existing structure to be demolished or relocated, or any portion of an existing structure that is otherwise not being worked on as part of the construction to be altered or modified.

2. Partial application of design requirements: minor exterior modification. The following design requirements shall apply when there is a minor exterior modification, as defined in MICC 19.16.010:

    a. MICC 19.12.030 pertaining to building design and visual interest;

    b. MICC 19.12.040(B)(5), (6), (7), (8), (9) and (11) pertaining to landscape design and outdoor spaces: entrance landscaping; planting types; screen types and widths by use and location; perimeter landscape screens; surface parking lot planting; and general planting, irrigation and maintenance standards;

    c. MICC 19.12.050 pertaining to vehicular and pedestrian circulation;

    d. MICC 19.12.060 pertaining to screening of service and mechanical areas;

    e. MICC 19.12.070 pertaining to lighting;

    f. MICC 19.12.080 pertaining to signs;

    The design requirements pertaining to structures shall be applied only to that portion of an existing structure that undergoes minor exterior modification and shall not require any portion of an existing structure that is otherwise not being worked on as part of the construction to be altered or modified.

3. Value measure when structure has no assessed value. For purposes of determining when a project will be considered major new construction or minor exterior modification, and the threshold for application of design requirements as set forth in subsections (D)(1) and (2) of this section, if there is no current King County assessed value for a structure, a current appraisal of the structure, which shall be provided by the applicant and acceptable to the code official, shall be used as the value point of reference.

E. ~~*Shall/should.* When a standard uses the word "shall," the standard is mandatory. When a standard uses the word "should," the standard is mandatory unless the applicant can demonstrate, to the satisfaction of the design commission or code official, an equal or better means of satisfying the standard and objective.~~

~~F.~~ *Development agreements.* An applicant may request modifications to any design and development standards set forth in this chapter by requesting a development agreement consistent with RCW 36.70B.170 through 36.70B.210. All development agreements shall be in form and content acceptable to the city attorney and will be reviewed and either approved or rejected by the city council after a public hearing pursuant to RCW 36.70B.200.

~~G~~F. *Changes of use and tenant improvements.* It is the property owners' and tenants' responsibility to ensure compliance with applicable development regulations when a change of use and/or a tenant improvement occurs.

MICC 19.12.020 ~~– Site features and context.~~ Reserved.

A. ~~*Objectives.*~~Reserved.

~~1. To encourage design that respects natural landforms, mature trees, and sensitive areas and uses them to provide project identity.~~

~~2. To ensure site design is approached in a systematic and unified manner that takes advantage of inherent opportunities and complies with specific standards for building location and orientation.~~

~~3. To link open space and recreation areas, where feasible, with public open space, parks, and trails.~~

~~4. To encourage building and site designs that use natural elements which link new or modified development to the neighborhood.~~

~~5. To promote functional and visual compatibility and better transitions between different uses, adjacent neighborhoods, and between development and natural features.~~

~~B. *Standards.*~~

~~1. *Site features.*~~

~~a. *Landforms.* Design and layout of the site should incorporate natural landforms such as trees, topography and water courses into proposed developments. Cut and fill should be minimized and preservation of mature trees should be maximized, particularly adjacent to project boundaries and steep slopes. Natural contours should be respected and retained where feasible.~~

~~2. *Sloped or hillside development.*~~

~~a. Building development should generally occur on the least steep portions of the site in order to conserve the more fragile areas for landscaping or general open space.~~

~~b. Structures built on substantial slopes or hillsides should be designed to minimize their visual impact on surrounding areas. Ridgelines of major slopes should not be broken by structures or loss of vegetative cover. Acceptable methods to integrate structures into the hillside include, but are not limited to, height control, stepped construction, muted earth tone colors, and tree preservation.~~

~~c. *Building orientation.* Buildings should respond in design to a prominent feature, such as a corner location, a street or the lake. Buildings and site design should provide inviting entry orientation. Buildings should not turn their backs to the street.~~

~~3. *Relationship of buildings to site.*~~

~~a. *Site design.* Site design and architectural style shall be pedestrian in scale and address interface with public rights-of-way, vehicular and pedestrian circulation.~~

~~b. *Architectural context.* New development should reflect important design elements of existing structures in the neighborhood, including but not limited to, roof forms, materials and colors.~~

~~c. *Multiple structures.* Variable siting of individual buildings, heights of buildings, and building modulation should be used in order to provide variety in site and specific building design.~~

~~d. *Transitions to neighborhoods.* Proposed developments should transition with and not overpower adjoining permitted land uses through modulation of building facades, use of established setbacks, and installation of landscape buffers. Building designs should step down to lower heights adjacent to surrounding buildings.~~

~~e. *Decorative landmarks.* Imaginative exterior features that complement and are integrated into the building design and create visual focal points that give identity to an area, such as special paving in pedestrian areas, art features, decorative clocks, or water features should be provided.~~

MICC 19.12.030 – Building design and visual interest.

A. *Objectives.*

1. To ensure high quality materials and finishes are used to bring a visually interesting experience to the streetscape.

2. To ensure that building design is based on a strong, unified, coherent, and aesthetically pleasing architectural concept.

3. To not restrict the design to a particular style.

4. To ensure that new buildings are appropriately designed for the site, maintain human scale, and enhance the architectural character of the neighborhood.

5. To ensure buildings are detailed, provide visual interest, do not have blank walls and that large buildings are modulated and articulated to reduce their apparent mass and scale.

6. To ensure high quality and durable buildings which will help to maintain and protect property values.

B. *Standards.*

1. Reserved. ~~*Scale, form and mass.* Scale, form, massing, building proportions, spacing of windows and doorways, roof silhouette, facade orientations, and style of architecture shall have a unified character and, as to commercial, regulated residential and regulated public facilities, recognize pedestrian needs.~~

~~a. *Scale.* Building scale should be proportional to other adjacent buildings, the street edge and, as to commercial, regulated residential and regulated public facilities, to the pedestrian environment.~~

~~b. *Form and mass.* Building forms should not present visual mass or bulk impacts that are out of proportion to adjacent structures, or that appear from the public way or surrounding properties as having unmodulated visual bulk.~~

2. *Building facades—Visual interest.*

a. ~~*Facade modulation.* Building facade modulation shall break up the overall bulk and mass of the exterior of buildings and structures. Such modulation should always be addressed on the horizontal plane and the vertical plane. Large or massive buildings should integrate features along their facades that are visible from the public right-of-way, pedestrian routes and nearby structures to reduce the apparent building mass and achieve an architectural scale consonant with other nearby structures.~~

~~b.~~ *Modulation guidelines.* Building facade modulation shall break up the overall bulk and mass of the exterior of buildings and structures as follows.

i. ~~Horizontal b~~Building facade modulation ~~should~~ must occur at no less than every 50 feet of wall length. ~~Forms of both vertical and horizontal building modulation may include, but are not limited to: facade indentations and extrusions; actual building separation; connecting atriums, courtyards and plazas; variable roof forms and overhangs; and decks and balconies.~~

ii. Building façade modulation must occur every 25 feet of wall length along any facade visible from the public right of way.

iii. Building façade modulation must utilize at least three of the following elements:

(a) Window fenestration patterns and/or entries;

(b) Use of vertical piers/columns;

(c) Change in roofline;

(d) Change in building material or siding style;

(e) Vertical elements such as a trellis with plants, green wall, art element; or

(f) Vertical building modulation of at least 12 inches in depth if tied to a change in roofline modulation or a change in building material, siding style, or color.

~~ii. Building facades visible from public ways and public spaces should be stepped back or projected forward at intervals to provide a minimum of 40 percent overall facade modulation.~~

~~c~~b. *Ground level facades.* Untreated b~~B~~lank walls at the ground level ~~that may be~~ visible from a public right of way are prohibited~~view should be avoided~~. ~~Ground level facades should create visual interest by utilizing features such as windows, wall articulation, arcades, trellises or other plant features~~ One of the following features must be provided every fifteen horizontal feet of ground-level wall visible from a public right of way~~.~~:

i. Display windows at least 16 inches of depth to allow for changeable displays. Tack on display cases shall not qualify as a blank wall treatment.

ii. A landscape planting bed at least five feet wide or a raised planter bed at least two feet high and three feet wide in front of the wall with planting materials that are sufficient to obscure or screen at least sixty (60) percent of the wall's surface within three years.

iii. A vertical trellis in front of the wall with climbing vines or plant materials that are sufficient to screen at least sixty (60) percent of the wall within three years of planting.

iv. A mural covering at least sixty (60) percent of the blank wall space. A mural that meets the definition of a sign established in Chapter 19.16 MICC is also subject to the sign regulations in MICC 19.12.080.

~~d. *Fenestration.* Fenestration should be integrated in the overall building design and should provide variety in facade treatment.~~

~~e. *Horizontal variation and emphasis.* Building facades should be made more visually interesting through the use of reveals, medallions, belt courses, decorative tile work, clerestory windows, or other design features. The scale of the detail should reflect the scale of the building.~~

~~f. *Signs.* Building design should allow space for a wall sign, consistent with the provisions of MICC 19.12.080, Signs, if it is anticipated that a wall sign will be used.~~

~~3. *Building articulation.* Design shall articulate building facades by use of variations of color, materials or patterns, or arrangement of facade elements that are proportional to the scale of the building. Architectural details that are used to articulate the structure may include reveals, battens, and other three dimensional details that create shadow lines and break up the flat surfaces of the facade.~~

~~a. *Tripartite articulation.* Tripartite building articulation (building top, middle, and base) should be used to create human scale and architectural interest.~~

~~b. *Fenestration.* Fenestration should be used in facades visible from public ways and public spaces visible from public ways for architectural interest and human scale. Windows should be articulated with treatments such as mullions or recesses and complementary articulation around doorways and balconies should be used.~~

~~c. *Architectural elements.* The mass of long or large scale buildings should be made more visually interesting by incorporating architectural elements, such as arcades, balconies, bay windows, dormers, and/or columns.~~

~~d. *Upper story setback.* Upper stories should be set back to reduce the apparent bulk of a building and promote human scale. When buildings are adjacent to single-family residential dwellings, upper story setbacks shall be provided from property lines.~~

4~~3~~. *Materials and color.*

a. ~~*Durable building exteriors.* Building exteriors should be constructed from high quality and durable materials that will weather well and need minimal maintenance.~~ Beveled metal siding, mirrored glass, and vinyl siding are prohibited.

~~b. *Consistency and continuity of design.* Materials and colors generally should be used with consistency on all sides of a building.~~

~~c. *Material and color variation.* Color and materials should highlight architectural elements such as doors, windows, fascias, cornices, lintels, sills and changes in building planes. Variations in materials and colors should generally be limited to what is required for contrast or to accentuate architectural features.~~

~~d~~b. *Concrete walls.* Concrete walls ~~should~~ must be architecturally treated~~. The enhancement may include~~ with one of the following features: textured concrete such as exposed aggregate, sand blasting, stamping, or color coating.

~~e. *Bright colors.* Bright colors should be used only for trim and accents. Bright colors may be approved if the use is consistent with the building design and other design requirements. Fluorescent colors are prohibited.~~

~~5~~4. *Building entrances.*

a. *Architectural features and design.* ~~Special design attention should be given to the primary building entrance(s).~~ A primary entrance must be identified on the site plan submitted with any application for construction of a new building. ~~A~~ The primary entrance ~~should be consistent with overall building design, but~~ must be made visually distinct from the rest of the building facade ~~through~~ using at least one of the following architectural features~~:. Examples include~~ recessed entrances, ~~entrances which~~ roof forms that protrude from the building facade, ~~and decorative~~ awnings, canopies, porte-cocheres, ~~and~~ or covered walkways.

b. *Entrance connections.* The primary entrance to a building ~~should be easy to recognize and should~~ must be visible from the public way ~~and/~~or physically connected to the public right of way with walkways. ~~Landscaping should reinforce the importance of the entrance as a gathering place and create visual and physical connections to other portions of the site and to vehicular and pedestrian access points.~~

~~6~~5. *Rooflines.*

~~a. *Roofline variation, interest, and detail.* Roofline variation, interest, and detail shall be used to reduce perceived building height and mass and increase compatibility with smaller scale and/or residential development. Roofline variation, interest and detail may be achieved through use of roofline features such as dormers, stepped roofs, and gables that reinforce a modulation or articulation interval, incorporation of a variety of vertical dimensions, such as multiplaned and intersecting rooflines, or flat-roofed designs that include architectural details such as cornices and decorative facings.~~

~~b.~~ *Roofline variation, numeric standard.* Roof line variation shall occur ~~on all multifamily structures with roof lines which exceed~~ at a minimum rate of one variation per 50 feet ~~in~~ of roof line length on all multifamily structures, and one variation per 70 feet of roof line on all commercial, office or public structures ~~which exceed 70 feet in length~~. Roof line variation shall be achieved using one or more of the following methods:

~~i~~a. Vertical off-set ridge or cornice line;

~~ii~~b. Horizontal off-set ridge or cornice line;

~~iii~~c. Variations of roof pitch between 5:12 and 12:12; ~~or~~

~~iv~~d. ~~Any other approved technique which achieves the intent of this section.~~ Roofline features such as dormers, stepped roofs, and gables;

e. Vertical dimensions, such as multi-planed and intersecting rooflines; or

f. Flat-roofed designs that include architectural details such as cornices and decorative facings.

~~7. *Additional standards for buildings containing residential units.* Buildings containing residential units should incorporate the following additional design elements to make them residential in character:~~

~~a. Bay windows, dormers, patios or decks;~~

~~b. Base articulation such as plinths; or~~

~~c. Other techniques approved by the design commission which make the building residential in character.~~

~~8. *Corporate design.* Building and site design for chain or franchise businesses should use customized components consistent with the objectives and standards of this chapter. Specific icons or trademarks of a company may be used, but the overall design of the building and site must represent a development compatible with the neighborhood including its colors, materials, textures and treatment of design.~~

~~9. *All-weather features.* All-weather features at the sidewalk, courtyard or public gathering space areas of commercial and regulated public facilities, such as awnings, canopies, covered walkways, trellises, or covered patios, should be provided to make spending time outdoors feasible in all seasons.~~

~~10. Public schools should respect privacy for adjacent residential properties by providing appropriate screening and placement of windows in buildings. Distance from residential property lines should also be considered when determining the appropriate amount of screening and the type and placement of windows.~~

MICC 19.12.040 – Landscape design and outdoor spaces.

A. *Objectives.*

1. To ensure that landscape design reinforces the natural and wooded character of Mercer Island, complements the site, the architecture of site structures and paved areas, while enhancing the visual appearance of the neighborhood.

2. To ensure that landscape design is based on a strong, unified, coherent, and aesthetically pleasing landscape concept.

3. To ensure that landscape plantings, earth forms, and outdoor spaces are designed to provide a transition between each other and between the built and natural environment.

4. To ensure suitable natural vegetation and landforms, particularly mature trees and topography, are preserved where feasible and integrated into the overall landscape design. Significant trees and tree stands should be maintained in lieu of using new plantings.

5. To provide a vegetated screen between dissimilar uses, to screen surface parking areas from adjacent uses and public rights-of-way.

6. To ensure planting designs include a suitable combination of trees, shrubs, groundcovers, vines, and herbaceous material; include a combination of deciduous and evergreen plant material; emphasize native plant material; provide drought tolerant species; and exclude invasive species.

B. *Standards.* ~~Any quantitative standards contained in MICC 19.12.040(B) that specify types of plant material, quantities, spacing, and planting area widths are not intended to dictate a rigid and formal landscape.~~ The applicant ~~should incorporate the quantitative standards into a quality landscape and planting design that~~ must submit a landscaping plan that demonstrates how the proposal meets the ~~stated objectives and~~ standards of this section.

1. *Landscape area.* The l~~L~~andscapinge ~~design~~ plan shall address all areas of a site not covered by structures or used by automobiles. Landscape areas include open space, plantings, patios, plazas, pedestrian ways, trails, and other outdoor spaces. ~~Surface parking lot planting and screening are required as set forth in MICC 19.12.040(B)(7), (8) and (9). Design review, however, shall be primarily concerned with: (a) areas of a site that require landscaping in order to address the impact of development on adjoining properties or public ways; and (b) parts of the development that are visible from adjoining properties or public ways.~~

~~2. *Outdoor spaces.* Outdoor spaces should be designed at a human scale and include hardscape spaces, spaces created by plant materials and combinations of the two.~~

~~a. Strategically placed and useable pedestrian areas such as courtyards, plazas, outdoor seating or other gathering places should be provided for commercial, regulated residential and public facilities.~~

~~b. On-site recreation areas appropriate to the users should be provided for residential and public projects.~~

~~c. The design of outdoor spaces should combine necessary site functions, such as storm water detention, with open space and visual interest areas.~~

~~3. *Architectural features.* The design of landscape architectural features should be in scale with and complement the architecture of site structures and the visual character of the neighborhood.~~

~~a. Use of architectural screens, arbors, trelliswork, art features, fountains and paving treatments such as wood, brick, stone, gravel and/or other similar methods and materials should be used in conjunction with native plant materials or in place of plant materials where planting opportunities are limited.~~

~~b. Fences should be made of ornamental metal or wood, masonry, or some combination of the three. The use of razor wire, barbed wire, chain link, plastic or wire fencing is prohibited if it will be visible from a public way or adjacent properties, unless there are security requirements which cannot feasibly be addressed by other means.~~

~~c. Fences should not create the effect of walled compounds that are isolated from adjacent developments and public ways.~~

2. *Fences*. The use of razor wire, barbed wire, chain link, plastic or wire fencing that would be visible from the public right of way is prohibited. Prohibited fencing types may be allowed if the applicant can demonstrate that they are necessary for security that cannot be addressed by other means.

43. *Minimum landscape area requirements.*

a. *Total landscaped area.* The following minimum areas shall be landscaped:

i. *Single-family residential ~~(SF)~~.* For nonresidential uses in ~~single-family residential~~ the R-8.4, R-9.6, R-12, and R-15 zones ~~(SF)~~, a minimum of 35 percent of the gross lot area ~~of~~ shall be landscaped.

ii. *Multifamily residential (MF).* In multifamily residential zones (MF-2, MF-2L, MF-3), a minimum of 40 percent of the gross lot area shall be landscaped.

iii. *Planned business zone (PBZ).* In the planned business zone (PBZ) landscape area requirements shall be as set forth in MICC 19.04.010.

iv. *Commercial office (CO).* In commercial office (CO) zones, a minimum of 40 percent of the gross lot area shall be landscaped.

v. *Business (B).* In business (B) zones, a minimum of 25 percent of the gross lot area shall be landscaped; provided, for fuel stations, a minimum of ten percent of the gross lot area shall be landscaped.

b. *Impervious surfaces.* For all zones except multifamily zones, ~~area landscaped by~~ impervious surfaces ~~should~~ must constitute no more than 25 percent of the total required landscape area; ~~provided,~~ for multifamily residential zones, ~~area landscaped by~~ impervious surfaces ~~should~~must constitute no more than ten percent of the total required landscape area.

~~5. *Entrance landscaping.* For commercial and regulated public facilities, landscaping at entrances should frame an outdoor space near the entrance and reinforce this important building feature as a gathering place.~~

~~6~~4. *Planting material, types and design.* The following planting types ~~should~~ must be used:

a. Native or northwest-adapted plants ~~should~~ must be used for all open space and buffer locations ~~and drought tolerant plantings should be used in a majority of plantings~~.

b. ~~New plantings should complement existing species native to the Pacific Northwest.~~

~~c. Ground cover should be used to ensure planting areas are attractive, minimize maintenance and the potential for encroachment of invasive plant material.~~ Ground cover ~~should~~ must be planted and spaced to achieve total coverage within three years after installation.

7. *Perimeter screen types and widths by use and location.*

a. *Required screen types and widths.* The following screen types and widths ~~should~~ must be used:

Use	Adjacent to	Screen Type and Width		
		Full	Partial	Filtered
Institutional Use or Public Facility	Public Way		20 feet[1, 2]	
Public Schools	Public Way		20 feet[1]	
	Single-Family Residential	20 feet[1, 3, 4]		
Utility Development	Public Way		10 feet	
Commercial or Multifamily outside of C-O Zone	Public Way			10 feet
All uses inside of C-O Zone	Public Way		20 feet	
Commercial, Institutional, Utility or Public Facility	Residential (Single or Multifamily)	20 feet[1]		
	Institutional, Commercial, Utility, Public Facility		10 feet	
	Public Park	20 feet		
Multifamily Development	Single-Family Residential		20 feet	
	Multifamily Residential		10 feet	

	Institutional, Commercial, Utility, or Public Facility		10 feet	
	Public Park	20 feet		
All other private uses	Public Park	20 feet		

[1] ~~Breaks in full or partial screen planting may be allowed for institutional and public facilities to create focal points, preserve views, and highlight the prominence of important buildings.~~Reserved.

[2] Perimeter landscape requirements may be modified if necessary to enable an existing public facility to make safety-related improvements to a legally nonconforming parking lot.

[3] School bus and student loading and unloading and primary parking areas located 100 feet or less from an abutting single-family zoned property shall provide a 30-foot-wide full screen. The number of trees required in the 30-foot-wide full screen area shall be 1.25 times the number otherwise required for a full screen. The ~~design commission may modify~~ screening width, location, height and number of trees may be modified to avoid casting shadows on adjacent residential properties or to accommodate existing storm detention systems and utilities.

[4] ~~Owners of adjacent single-family zoned property shall be consulted on perimeter screen design and planting materials.~~Reserved.

b. *Perimeter width averaging.* Averaging of screen widths may be allowed, if the ~~objectives of this section, the minimum landscape area requirements set forth in MICC 19.12.040(B)(4) and the~~ following criteria are met:

i. Plant material is clustered to more effectively screen parking areas and structures; ~~and~~

ii. Significant trees are retained~~.~~; and

iii. Averaging of screen widths would not reduce the total landscaped area below the minimum required by this section.

8. *Perimeter landscape screens.* Perimeter landscape screens ~~should~~ must be consistent with the following definitions of screen types:~~.~~ ~~Where existing undergrowth will be retained, the shrub and ground cover requirements for all screen types may be adjusted, provided the objectives of this section are met.~~

a. *Full screen.* A full screen provides a dense vegetated separation between dissimilar uses on adjacent properties. A full screen ~~should~~ shall block views from adjacent properties as seen at the pedestrian eye level in all seasons within three years of installation. The number of trees provided shall be ~~proportionate to~~ one tree for every ten feet of landscape perimeter length.

b. *Partial screen.* A partial screen provides a moderate vegetated separation between uses on adjacent properties and intermittent views to adjacent properties. A partial screen shall provide the desired screening function as seen at the pedestrian eye level in all seasons within three years of installation. The number of trees provided shall be proportionate to one tree for every 20 feet of landscape perimeter length.

c. *Filtered screen.* A filtered screen ~~should~~ shall provide in all seasons and within three years of installation a lightly vegetated visual separation between uses on adjacent properties and allow visual access to adjacent properties. When compared to the other screen types, a filtered screen ~~should~~ is~~be~~ characterized by more open spaces, light filtration and transparency through the plant material forming the screen.

9. *Surface parking lot planting.* Surface parking lot planting is required in addition to required perimeter landscape screens. The requirements for surface parking lot planting for new parking lots with fewer than 20 spaces and for additions or remodels may be waived or modified if the applicant can demonstrate that these standards would reduce the amount of parking below the minimum required for the site.

    a. *Standards by location.* Surface parking lots not located adjacent to public rights-of-way ~~should~~ must provide one tree for every six parking stalls. Surface parking lots located in the front of buildings or adjacent to public rights-of-way ~~should~~ must provide one tree for every four parking stalls. Trees ~~should~~must be at least six feet high at the time of planting. All lots ~~should~~ must have planting areas at the end of parking aisles.

    b. *Common standards for surface parking lot planting.* The following standards apply to all surface parking lot planting:

        i. *Shrubs.* Shrubs ~~should~~ must be maintained at a maximum three feet height within surface parking lots so views between vehicles and pedestrians will not be blocked. ~~Irregular spacing and clustering is encouraged; however, t~~The minimum number of shrubs shall be determined by assuming shrubs are planted on three foot centers throughout the entire planting area. Where vehicle headlights may project onto neighboring properties, shrubs shall be spaced to provide a continuous ~~planting buffer~~ full screen.

        ii. *Planting islands or strips.* Planting islands or strips ~~should~~ must have an area of at least 80 square feet and a narrow dimension of not less than five feet if wheel stops are provided to prevent vehicle overhang. A narrow dimension of not less than eight feet may be provided if the vehicle overhang area is included in the planting area.

        iii. *Tree location.* In parking lots, trees ~~should~~ must be planted no closer than four feet from pavement edges where vehicles overhang planted areas. ~~Curb stops may be used to proportionally decrease this distance.~~

        iv. *Narrow planting strips and parking spaces.* Narrow parking lot islands or peninsulas and planting strips shall not be planted in sod. ~~Location of wider parking spaces adjacent to islands is suggested to reduce damage to plant materials.~~

        ~~v. *Clustering of new plant material.* Clustering of new plant material within surface parking lots may be approved if the objectives of this section are met.~~

10. *Landscape grading ~~standards~~.*

    ~~a. *Slopes in planting areas.*~~ Graded slopes in planting areas ~~should~~ must not exceed a 3(Horizontal): 1(Vertical) slope, in order to decrease erosion potential and to facilitate maintenance. Graded slopes planted with grass ~~should~~ must not exceed a 4(H): 1(V) slope.

~~b. *Erosion control.* On ungraded slopes equal to or greater than 2(H): 1(V), erosion control netting or alternative procedures shall be used to prevent erosion.~~

~~c. *Guidelines.* The obligation to install plants, shrubs and ground cover includes the obligation to utilize soil, planting practices and irrigation equipment that maximize the likelihood of their long-term survival.~~

11. *General planting, irrigation and maintenance standards.* The following standards apply to the planting requirements set forth above:

a. *Coverage.* Planting areas ~~should~~ must be completely covered with trees, shrubs, flowers, mulched areas, and/or ground covers.

b. *Berms and landforms.* Earth berms and landforms in combination with shrubs and trees may be used to achieve the initial planting height requirement.

c. *Minimum width.* All planting areas ~~should~~ must be a minimum of five feet in width. ~~Planting areas should be wider wherever possible.~~

d. *Sight clearance.* At intersections, plantings shall not create sight obstructions that may compromise pedestrian or traffic safety ~~as determined by the city engineer~~.

e. *Planting coverage.* All required planting areas ~~should~~ must extend to the ditch slope, curb line, street edge, or area of sidewalk.

f. *Curbs required.* Permanent curbs or structural barriers/dividers ~~should~~ must enclose planting areas in vehicle use areas except when draining runoff from pavement to planting areas functioning as rain gardens or other low impact development facilities. Wheel stops ~~should also~~ or curbs must be ~~used~~ placed to protect planting areas from damage due to cars overhanging the curb.

g. *Plantings near utilities.*

1. Trees shall not be planted within eight feet of a water or sewer pipeline. Shrubs shall be at least four feet from hydrants.

2. A full screen will be required to screen above-ground utilities from adjacent uses and public rights-of-way.

3. Perimeter plantings shall be clustered in areas to screen structures, utility structures, loading areas, trash enclosures, storage areas and mechanical equipment.

4. This subsection shall not apply to utilities, structures, loading areas, enclosures or equipment unless the utility, structure, loading area, enclosure or equipment is being added as part of the regulated improvement being reviewed.

h. ~~*Drainage.* Planting areas shall be provided with adequate drainage.~~

~~i. *Maintenance requirements.* All required landscaping shall be maintained in good condition~~ to prevent the creation of a nuisance as defined in Title 8 MICC. ~~Plant material should be cared for in a way that allows their natural form to be maintained, even when the plant reaches maturity. Performance guarantees to ensure maintenance or required landscaping may be required pursuant to MICC 19.01.060.~~

MICC 19.12.050 – Vehicular and pedestrian circulation.

A. *Objectives.*

1. To create an attractive street edge and unified streetscape, to encourage pedestrian activity in commercial areas, stimulate business, maintain adequate public safety, and create a sense of community.

2. To provide for safe and efficient parking and loading areas while minimizing their visual and noise impacts.

3. To provide safe and efficient pedestrian connections within and between projects and the public way to enhance safety and circulation.

B. *Standards.*

1. ~~*Vehicular circulation characteristics.*~~

~~a. *Parking lot design.* Parking areas should be designed for efficient and safe ingress and egress by vehicles and should not inhibit safe pedestrian movement or circulation. Parking lot design should be subordinate to the overall site design and should be located behind new buildings when appropriate and physically feasible. Below grade parking is also encouraged. Planting strips should be incorporated between parking aisles in new and expanded parking lots where space permits.~~ Parking lot design shall conform to the development standards~~, such as stall and aisle dimensions, are contained~~ established in appendix A.

~~b. *Loading docks.* Proposed development of features such as loading docks, and other features designed to support activities with a substantial likelihood of generating significant noise should be designed with noise attenuation walls and sited in a manner to limit impacts to adjacent properties and pedestrian areas~~.

2. *Pedestrian circulation characteristics.*

a. *Pedestrian improvements.* All developments shall provide for pedestrian access including pedestrian walkways, sidewalks, and/or paths. ~~Areas for sitting and gathering should be provided as an integral part of regulated public facilities, regulated residential and commercial building design.~~ Pedestrian improvements ~~should~~ must be separated from vehicular areas by physical barriers such as curbs or landscaping. The Code official may waive t~~T~~his requirement for new parking lots with fewer than 20 spaces and for additions or remodels ~~may be waived or modified where~~provided the applicant can demonstrate that these standards would reduce the amount of parking below what would be required for the ~~site~~ existing or proposed land uses.

b. *On-site circulation for regulated public facilities and commercial buildings.* ~~Proposed development should be linked to existing and planned walkways and trails.~~ Entrances of all buildings ~~should~~ must be linked to each other and to public ways and parking lots by pedestrian walkways. ~~Where possible and feasible, the p~~Pedestrian ~~system~~ walkways shall connect to existing paths or sidewalks on neighboring properties.

3. *Residential development parking standards.*

a. Garages and carports are not required in order to meet minimum parking requirements for residential development.

b. Parking spaces that count towards minimum parking requirements may be enclosed or unenclosed.

c. Parking spaces in tandem shall count towards meeting minimum parking requirements at a rate of one space for every 20 linear feet with any necessary provisions for turning radius. For purposes of this subsection, "tandem" is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

d. Existence of legally nonconforming gravel surfacing in existing designated parking areas may not be a reason for prohibiting utilization of existing space in the parking area to meet parking standards, up to a maximum of six parking spaces.

e. Parking spaces are not required to exceed eight feet by 20 feet, except for required parking for people with disabilities.

f. Required off-street parking shall not be a condition of permitting a residential project if compliance with tree retention pursuant to MICC Chapter 19.10 would otherwise make a proposed residential development or redevelopment infeasible.

g. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.

h. Existing parking spaces that do not conform to the requirements of this section by June 6, 2024 are not required to be modified or resized, except for compliance with the Americans with Disabilities Act. Existing paved parking lots are not required to change the size of existing parking spaces during resurfacing if doing so will be more costly or require significant reconfiguration of the parking space locations.

MICC 19.12.060 – Screening ~~of service~~ and mechanical areas.

A. ~~*Objectives.*~~

~~1. To ensure that building and site appurtenances are properly integrated into the design concept.~~

~~2. To properly screen mechanical equipment to reduce visual impacts.~~

~~3. To ensure service and truck loading areas, utility structures, and elevators are screened from public view in such a manner that they are not visible from public ways or residential areas.~~

When screening is required, it may be either a landscaped screen consistent with the standard in MICC 19.12.040(B)(8) or built screening, which is any screening not composed of landscaping. Built screening must be constructed of opaque building materials to provide a sight-obscuring barrier between the screened object(s) and the adjacent property and/or right of way. The materials of the screening must be the same design, color, and materials as the exterior of the accompanying structure.

B. *Standards.*

1. *Accessory buildings.* Ground level outdoor storage buildings, mechanical equipment and utility vaults shall be fully screened from adjacent public ways.

2. *Rooftop mechanical equipment and appurtenances.*

a. All rooftop mechanical equipment shall be ~~not be visible and shall be enclosed, hidden or~~ fully screened from adjacent properties, public ways and parks by built or landscaping screening. ~~Rooftop appurtenances are allowed if there is a functional need for the appurtenance and that functional need cannot be met with an appurtenance of a lesser height.~~

b. ~~This provision shall not be construed to allow~~ Rooftop mechanical equipment and appurtenances must not result in building height in excess of the maximum limit established in the zone.

c. Rooftop appurtenances ~~should~~ must be located at least ten feet from the exterior edge of any building, and shall not cover more than 20 percent of the rooftop area.

d. Appurtenances shall not be located on the roof of a structure unless they are hidden or camouflaged by building elements that were designed for that purpose as an integral part of the building design.

e. ~~All a~~ppurtenances located on the roof ~~should~~must be grouped together and incorporated into the roof design and thoroughly screened. The screening ~~should~~ must be sight-obscuring, located at least ten feet from the exterior edge of any building; and effective in obscuring the view of the appurtenances from public streets, ~~or~~ sidewalks, or adjacent residential uses at pedestrian eye level~~areas surrounding the building~~.

3. *Meters and mechanical units.* Water meters, gas meters, electric meters, ground-mounted mechanical units and any other similar structures ~~should~~ must be hidden from public view or screened.

4. *On-site service areas*. Service areas are those that accommodate loading, trash bins, recycling facilities, storage areas, utility cabinets, utility meters, transformers and other necessary onsite services.

a. All on-site service areas, loading zones, outdoor storage areas, garbage collection and recycling areas and similar activities ~~should be~~ must be fully screened or located in an area not visible from public rights of way~~s~~. ~~Service areas should accommodate loading, trash bins, recycling facilities, storage areas, utility cabinets, utility meters, transformers, etc.~~

b. Service areas ~~should~~ must be located and designed ~~for easy access by~~ so that service vehicles and ~~for convenient access by all~~ tenants can access them without obstructing public rights of way. ~~Loading activities should generally be concentrated and located where they will not create a nuisance for adjacent uses.~~ Loading docks ~~shall meet the standards identified in MICC 19.12.050(B)(1)(b)~~ must be fully screened.

c. Garbage, recycling collection, and utility areas must be covered, enclosed by a fence or wall at least seven feet height, and have a self-closing gate or door.

d. A landscaped area three feet wide that will provide a filtered screen must be provided for any on-site service areas that are adjacent to public rights of way or alleys.

~~5. *Garbage, recycling collection and utility areas.* Garbage, recycling collection and utility areas shall be enclosed and screened around their perimeter by a wall or fence at least seven feet high, concealed on the top and must have self-closing doors. If the area is adjacent to a public way or pedestrian alley, a landscaped planting strip, minimum three feet wide, shall be located on three sides of such facility.~~

~~6. *Fence, trellis and arbor standards.* Fences, trelliswork and arbors shall meet the standards identified in MICC 19.12.040(B)(3).~~

~~7. *Noise, vapor, heat or fumes.* With respect to all aspects of the development referred to above in this section, emissions of noise, vapor, heat or fumes should be mitigated.~~

MICC 19.12.070 – Lighting.

A. *Objectives.*

1. To regulate exterior lighting in order to avoid unsafe and unpleasant conditions as the result of poorly designed or installed exterior lighting.

2. To discourage excessive lighting that negatively impacts adjacent land uses.

3. To protect low and moderate density residential zones from the negative impacts associated with institutional, mixed-use, and commercial exterior lighting.

4. To create a safe environment during hours of darkness.

5. To ensure lighting is an integral part of any new or existing development. Lighting shall contribute to the individuality, security and safety of the site design without having overpowering effects on the adjacent areas.

6. To ensure lighting is viewed as an important feature for functional and security purposes and that the design of light fixtures and their structural support is integrated with the architectural theme and style of the main structures on the site.

B. *Standards.*

1. ~~*Architectural elements.* Lighting should be designed as an integral architectural element of the building and site.~~

~~2. *Function and security.* On-site lighting shall be sufficient for pedestrian, bicyclist, and vehicular safety. Building entrances should be well lit to provide inviting access and safety. Building-mounted lights and window lights should contribute to lighting of walkways in pedestrian areas.~~

~~3.~~ *Lighting height.* Freestanding, parking area, and building-mounted light fixtures shall not exceed 16 feet in height, including any standard or base.

4<u>2</u>. *Shielding.* All exterior lighting fixtures shall be shielded or located to confine light spread within the site boundaries. Full cut-off fixtures ~~should~~ <u>must</u> be used. The use of unshielded incandescent lighting fixtures less than 160 watts and any unshielded lighting less than 50 watts may be allowed. Parking area light fixtures shall be designed to confine emitted light to the parking area.

~~5~~<u>3</u>. *Uplighting of structures and signs.*

a. *Residential zones.* Structures in residential zones shall not be illuminated by uplighting. ~~Limited uplighting of signs and plantings in residential zones may be approved provided there is no glare or spillover lighting off the site boundaries.~~

b. *Nonresidential zones.* Structures, signs, and plantings in nonresidential zones may be illuminated by uplighting~~, provided there is no glare or spillover lighting off the site boundaries~~.

~~6~~<u>4</u>. *Light type.* Lighting ~~should~~ <u>must</u> use low wattage color-corrected ~~sodium~~ light sources, which give more "natural" light. Metal halide, quartz, neon and mercury vapor lighting are prohibited in residential zones. High pressure sodium lights may only be used as street lights and must be fully shielded.

MICC 19.12.080 – Signs.

A. *Objectives.*

1. Signs shall be distinctive in shape, of high quality and durable materials, designed to enhance the architectural character of the building and use the minimum wattage necessary to identify the facility or establishment. Channel or punch-through letters are preferred over a sign that contains the text and/or logo symbols within a single, enclosed cabinet.

2. Signs shall be designed for the purpose of identifying the facility or establishment in an attractive and functional manner and to help customers find the specific establishment and location; signs in residential zones should not serve as general advertising.

3. The size of signs shall be proportional to the size of the building and site.

4. Signs shall be integrated into both the site design and building design, shall be compatible with their residential, office, or business, or public park or open space surroundings, and clearly inform viewers of building or activity use, but shall not detract from the architectural quality of individual buildings or park surroundings.

B. *Standards.*

1. *Freestanding ground signs outside residential zones.*

a. *Number.* An individual building or a building complex outside residential zones may display one ground sign on each street frontage.

b. *Design.* The sign shall be ~~architecturally compatible with the~~ constructed with the same ~~style,~~ materials~~,~~ and colors ~~and details~~ of the building or complex. ~~Use of symbols is encouraged.~~

c. *Size.* All freestanding signs shall be no larger than:

~~i. *Proportionate.* Proportionate to the street frontage of the use they identify; and~~

~~ii. *Maximum size.* In no case shall a freestanding ground sign be larger than:~~

~~(A)~~i. ~~*Twenty-five square feet.*~~ Twenty-five square feet for single-tenant building ground signs and complex identification ground signs. Such signs may be allowed in front or side yard setbacks; or

~~(B)~~ii. ~~*Forty square feet.*~~ Forty square feet for joint tenant ground signs (identifying more than one facility or establishment within a building or building complex) with six square feet maximum for any one establishment included in a building or building complex; provided, joint tenant ground signs shall be restricted to a maximum of 25 square feet if located within front or side yard setbacks.

d. *Maximum height.* The maximum height of any sign within ten feet from any property line facing a street shall be 42 inches. All other ground signs shall be no higher than six feet.

e. *Backs of signs.* Exposed areas of backs of signs ~~should~~must be finished with ~~appropriate~~ the same color, material or texture ~~to present an attractive appearance relative to the building material, color and texture~~ as the exterior finish of the buildings on site.

2. *Wall signs outside residential zones.*

a. *Number and eligibility.* An individual building or a building complex outside residential zones may display one wall sign on each street frontage. A business or other use occupying a building whose only entrance is from a driveway or parking lot shall be allowed one wall sign facing that driveway or parking lot.

b. *Size.* All signs shall be no larger than:

~~i. *Proportionate.* Proportionate to the street frontage of the use they identify; and~~

~~ii. *Maximum size.* In no case shall a wall sign be larger than:~~

i.~~(A) *Twenty-five square feet.*~~ Twenty-five square feet for any individual business or other use; or

ii.~~(B) *Forty square feet.*~~ Forty square feet for joint tenant directory signs identifying the occupants of a building or a building complex and located next to the entrance.

c. *Determination of size.* The sign size shall be measured as follows:

i. Boxed sign displays: Total area of a boxed sign display, including the background and borders.

ii. Individual letters and symbols: Total combined area of a rectangle drawn around the outer perimeter of each word and each symbol.

d. *Placement.* Wall signs may not extend above the building parapet, soffit, the eave line or the roof of the building, or the windowsill of the second story. Wall signs shall be integrated with the overall building and site design.

e. *Master signage plan.* When multiple signs for individual businesses in one building or multiple buildings in a complex are contemplated, a master signage plan stipulating the location and size of allowed signs shall be required.

3. *Signs for non-single-family-dwelling uses in residential zones.* One wall sign and one freestanding ground sign are permitted on each separate public street frontage for non-single-family-dwelling uses in residential zones, such as apartment buildings, hospitals, assisted living and retirement facilities, churches, clubs, public facilities, schools, day cares, pre-schools, park and recreation facilities, assembly halls, libraries, pools or stadiums. A wall sign may be unlighted or exterior lighted, not to exceed 12 square feet. A free-standing ground sign shall be no larger than 18 square feet and shall not exceed a maximum height of 42 inches above grade. The location of any freestanding ground sign shall be subject to all setback requirements for the zone in which the sign is located.

4. *Signs for licensed practitioners or service operators in residential zones.* Licensed practitioners or service operators in residential zones shall be permitted one unlighted window or wall sign for identification purposes only, bearing only the occupant's name and occupation, not to exceed 72 square inches.

5. *Parking lot signs.* Signs within parking lots ~~should~~must be limited to those necessary for safety and identification. Any required signs for individual stalls ~~should~~must be marked on the pavement. Freestanding or wall-mounted signs ~~should not be~~ are not permitted, with the exception of ADA handicapped accessible parking signs.

6. *Directional signs.*

   ~~a. *Minimal number.* To address safety concerns and avoid a cluttered appearance, only those directional signs necessary to protect the safety of pedestrians and vehicle occupants shall be allowed.~~

   ~~b. *Size and height.*~~ Directional signs shall be no larger than three square feet and no higher than 36 inches above grade.

7. *Temporary signs.* Unless prohibited by this chapter, use of temporary signs shall be governed by MICC 19.06.020, Temporary signs.

8. *Street numbers.*

   a. *Use.* City-assigned street numbers ~~should~~must be installed on all buildings.

   b. *Effect on permitted sign area.* Street numbers will not be counted towards permitted sign area.

   c. *Size.* Street numbers for any building or building complex shall be no smaller than six inches in height.

9. *Prohibited signs.*

   a. *Roof.* Signs mounted on the roof are prohibited.

   b. *Projecting signs.* Projecting signs are prohibited in all zones other than the PBZ. Within the PBZ, projecting signs are permitted subject to the Town Center standards set forth in MICC 19.11.140(B)(3)~~(b)~~.

   c. *Window signs.* Window signs are prohibited in all zones other than the PBZ, except as provided above in MICC 19.12.080(B)(4). Within the PBZ, window signs are permitted subject to the Town Center standards set forth in MICC 19.11.140(B)(4).

   d. *Inflated signs.* Inflated signs, balloons and figures are prohibited.

   e. *Internally lit signs.* Internally lit signs are prohibited in all zones other than the PBZ. Within the PBZ, lighted signs are permitted subject to the Town Center standards set forth in MICC 19.11.140(B)(~~9~~8).

   f. *Neon.* Neon signs are prohibited.

   g. *Portable.* Portable signs, such as signs on trailers, are prohibited. This standard is not intended to prohibit A-frame signs as allowed pursuant to MICC 19.06.020, Temporary signs.

   h. *Flashing, moving or animated signs, etc.* Flashing, moving, animated, blinking, reflecting, revolving, or other similar signs or signs that incorporate these elements are prohibited.

i. *Off-premises signs.* Off-premises signs (signs related to a building, business, tenant or establishment not located on the same premises as the sign) are prohibited.

j. *Vehicles.* Signs attached to or painted on vehicles parked and visible from the public right-of-way are prohibited if, based on the relative amount of time the vehicle is parked rather than being used as a means for actual transportation, the vehicle's primary purpose is as a stationary sign rather than a means for actual transportation.

k. *Vending machines.* Vending machines, such as soft drink or snack machines, shall not be placed where they are visible from the public right-of-way.

10. *Signs for public schools in public institution zones.* One wall sign and one freestanding ground sign are permitted for each public school. A wall sign shall not exceed 12 square feet. A freestanding ground sign shall not exceed 18 square feet and shall not exceed a maximum height of 42 inches above grade. A freestanding ground sign shall be set back a minimum of ten feet from a public right-of-way and 35 feet from abutting properties. Wall and freestanding ground signs shall not have internal lighting, except for an electronic readerboard.

11. *Electronic readerboards.* A public school may have no more than one electronic readerboard. This electronic readerboard shall count as the wall sign or freestanding ground sign allowed by MICC 19.12.080(B)(10). Electronic readerboards shall comply with the following:

a. Electronic readerboards shall be designed and placed to minimize light and glare from being visible to adjacent residential properties.

b. Electronic readerboards shall dim during twilight and night hours to reduce glare.

c. Electronic readerboards shall be turned off between 10:00 p.m. and 7:00 a.m.

d. The display shall include only static text and/or static graphics. No moving graphics, animations such as flying or fading, video, or blinking/pulsing/strobe effects are allowed.

e. Each message and/or graphic shall be displayed for at least ten seconds. The change from one message/graphic to the next may utilize a scrolling or wipe effect, but the effect shall take no more than one second to complete.

f. Electronic readerboards shall display any message deemed necessary by the city of Mercer Island Emergency Operations Center (EOC) upon request by the EOC. The display of any such message shall be exempt from the requirements of subsections (B)(11)(c) and (B)(11)(e) of this section.

Exhibit J

MICC 19.15.010 – Purpose, Intent and Roles

[…]

C. *Roles and responsibilities.* The roles and responsibilities for carrying out the provisions of the development code are shared by appointed boards and commissions, elected officials and city staff. The authorities of each of these bodies are set forth below.

1. *City council.* The city council is responsible for establishing policy and legislation affecting land use within the city. The city council acts on recommendations of the planning commission and hearing examiner.

2. *Planning commission.* The role of the planning commission in administering the development code is governed by chapter 3.46 MICC. In general, the planning commission is the designated planning agency for the city (see RCW Chapter 35A.63). The planning commission makes recommendations to the city council on land use legislation, comprehensive plan amendments and quasi-judicial matters.

3. ~~*Design commission.* The role of the design commission in administering the development code is governed by chapter 3.34 MICC and MICC 19.15.220. In general, the design commission is responsible for maintaining the city's design standards and acting on sign, commercial and multiple-family design applications.~~

~~4.~~ *Community planning and development department.* The responsible officials in the community planning and development department act upon ministerial and administrative permits.

a. The code official is responsible for administration, interpretation and enforcement of the development code.

b. The building official is responsible for administration and interpretation of the building code, except for the International Fire Code.

c. The city engineer is responsible for the administration and interpretation of engineering standards.

d. The environmental official is responsible for the administration of the State Environmental Policy Act and the shoreline master program.

e. The fire code official is responsible for administration and interpretation of the International Fire Code.

~~5~~4. *Hearing examiner.* The role of the hearing examiner in administering the development code is governed by chapter 3.40 MICC. […]

MICC 19.15.030 – Land use review types.

There are four categories of land use review that occur under the provisions of the development code.

A. *Type I.* Type I reviews are based on clear, objective and nondiscretionary standards or standards that require the application of professional expertise on technical issues.

B. *Type II.* Type II reviews are based on clear, objective and nondiscretionary standards or standards that require the application of professional expertise on technical issues. The difference between Type I and Type II review is that public notification shall be issued for Type II decisions.

C. *Type III.* Type III reviews require the exercise of discretion about nontechnical issues.

D. *Type IV.* Type IV reviews require discretion and may be actions of broad public interest. Decisions on Type IV reviews are only taken after an open record hearing.

E. The types of land use approvals are listed in Table A of this section. The required public process for each type of land use approval are listed in Table B of this section.

F. *Consolidated permit processing.* An application for a development proposal that involves the approval of two or more Type II, III and IV reviews may be processed and decided together, including any administrative appeals, using the highest numbered land use decision type applicable to the project application. Consolidated land use reviews shall be subject to the longest review time period identified in MICC 19.15.040.

1. The following permits and land use reviews are excluded from consolidated review and approval:

   a. Building permits associated with the construction of one or more new single-family dwellings on lots resulting from the final plat approval of a short subdivision or long subdivision.

   b. Building permits associated with shoreline conditional use permits and shoreline variance.

   c. Project SEPA reviews ~~shall be processed as a Type III land use review~~.

2. When a review is heard by multiple decision bodies, the higher decision body will make the final decision, and the lower decision body will review the project at a public meeting and issue a recommendation that will be reviewed by the higher decision body. The higher decision body will either adopt the recommendation as part of the permit conditions, will remand the recommendation back to the lower body for further consideration, will amend the recommendation, or will deny adoption of the recommendation and will adopt their own permit conditions. The hierarchy of decision bodies is as follows, from highest to lowest:

   a. City council~~;~~, and

   b. Hearing examiner~~;~~

   ~~c. Design commission~~.

G. *Interior alterations exempt from site plan review.*

1. Applications for interior alterations are exempt from site plan review provided they meet the following criteria:

   a. The proposed development does not result in additional sleeping quarters or bedrooms;

   b. The proposed development would not result in nonconformity with federal emergency management agency substantial improvement thresholds; or

   c. The proposed development would not increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

2. Applications for interior alterations are subject to review for consistency with any otherwise applicable building, plumbing, mechanical, or electrical codes.

~~Table A. Land Use Review Type~~			
~~Type I~~	~~Type II~~	~~Type III~~	~~Type IV~~
~~• Home business~~ ~~• Nonmajor single-family dwelling building permits~~ ~~• Tree removal permit~~ ~~• Right-of-way permit~~ ~~• Special needs group housing safety determination~~ ~~• Tenant improvement/change of use~~ ~~• Shoreline exemption[1]~~ ~~• Critical area review[1]~~ ~~• Temporary commerce on public property~~ ~~• Site development permits~~ ~~• Transportation concurrency certificate~~ ~~• Temporary use permit~~	~~• Modified wireless communication facilities (6409 per 47 CFR 1.40001)~~ ~~• Lot line revision~~ ~~• Setback deviations~~ ~~• Final plat[2,3]~~ ~~• Code official design review~~ ~~• Accessory dwelling unit~~ ~~• Parking modification[7] (reviewed by city engineer)~~ ~~• Small wireless facility deployment~~ ~~• Seasonal development limitation waiver~~ ~~• Final short plat~~ ~~• Temporary use permit~~ ~~• Temporary structure deviation renewal~~	~~• New and modified wireless (non-6409) eligible facility~~ ~~• SEPA threshold determination~~ ~~• Critical area review 2~~ ~~• Public agency exception~~ ~~• Temporary encampment[4]~~ ~~• Short plat alteration and vacations~~ ~~• Preliminary short plat~~ ~~• Development code interpretations~~ ~~• Major single-family dwelling building permit[5]~~ ~~• Shoreline substantial development permit[1]~~ ~~• Shoreline revision (substantial development)[1]~~ ~~• Temporary structure deviation~~	~~• Preliminary long plat approval~~ ~~• Conditional use permit~~ ~~• Variance~~ ~~• Critical areas reasonable use exception~~ ~~• Long plat alteration and vacations~~ ~~• Parking modifications[7] (reviewed by design commission)~~ ~~• Variance from short plat acreage limitation~~ ~~• Wireless communication facility height variance~~ ~~• Planned unit development~~ ~~• Design commission design review~~ ~~• Permanent commerce on public property~~ ~~• Shoreline~~

			conditional use permit (SCUP)[6] • Shoreline variance[6] • Shoreline revision (variance and SCUP)

1 Appeal will be heard by the shorelines hearings board.

2 Decision is made by city council after discussion at a public meeting.

3 A notice of decision will be issued for a final long plat.

4 A public meeting is required.

5 Major single-family dwelling building permits are subject only to the notice of application process. A notice of decision will be provided to parties of record.

6 Hearing examiner will forward a recommendation to the Washington State Department of Ecology for Ecology's decision.

7 Parking modifications are issued pursuant to the provisions of MICC 19.11.130.

Table B. Review Processing Procedures				
	Type I	Type II	Type III	Type IV
	No Notice of Application No Notice of Decision Code Official	Public Notification No Notice of Application No Notice of Decision Code Official	Notice of Application Notice of Decision Code Official	Notice of Application Public Hearing Notice of Decision Hearing Examiner/Design Commission
Preapplication meeting required	No	No	Yes	Yes
Determination of Completeness[3]	No	No	Yes	Yes
Public Notification	No	Yes	No	No
Notice of Application (mailing and posting)	No	No	Yes	Yes
Public Comment Period	None	None	30 days	30 days
Public Hearing (open record pre-decision)	No	No	No	Yes
Notice of Decision	Code Official	Code Official	Code Official	Hearing Examiner[2] or Design Commission
Notice of Decision	No	No	Yes	Yes
Appeal Authority	Hearing Examiner[1]	Hearing Examiner or	Hearing Examiner	Superior Court or Shoreline

		~~Design Commission (code official design review)~~		~~Hearings Board (shoreline permits)~~

~~1 Appeals of final short plat approvals shall be to superior court. Appeals of shoreline exemptions shall be to the shoreline hearings board.~~

~~2 The hearing examiner will provide a recommendation to ecology for decisions on shoreline conditional use permits and shoreline variances.~~

~~3 Determinations of completeness are subject to the standards in MICC 19.5.070.~~

H. *Land use review types and review processing procedures.*

Table A – Type I Land Use Reviews

Permit	Pre-Application Meeting Required (MICC 19.15.050)	Determination of Completeness (MICC 19.15.070)	Public Notification (MICC 19.15.080)	Notice of Application (MICC 19.15.090)	Public Comment Period	Public Hearing (MICC 19.15.140)	Notice of Decision (MICC 19.15.120)	Decision Body	Timeline Decision Due from Date of Completeness (MICC 19.15.030)	Appeal Authority (MICC 19.15.130)
Home business	No	No	No	No	No	No	No	Code Official	N/A	Hearing Examiner
Nonmajor building permits	No	Yes	No	No	No	No	No, except to Parties of Record	Code Official	65 days	Hearing Examiner
Tree removal permit	No	Yes	No	No	No	No	No	Code Official	65 days	Hearing Examiner
Right-of-Way permit	No	Yes	No	No	No	No	No	Code Official	65 days	Hearing Examiner
Special needs group housing safety determination	No	No	No	No	No	No	No	Code Official	N/A	Hearing Examiner

Tenant improvement/change of use	No	Yes	No	No	No	No	No	Code Official	65 days	Hearing Examiner
Shoreline exemption	No	Yes	No	No	No	No	No	Code Official	65 days	Shoreline Hearings Board
Critical area review 1	No	Yes	No	No	No	No	No	Code Official	65 days	Hearing Examiner
Temporary commerce on public property	No	Yes	No	No	No	No	No	Code Official	65 days	Hearing Examiner
Site development permit	No	Yes	No	No	No	No	No	Code Official	65 days	Hearing Examiner
Transportation concurrency certificate	No	No	No	No	No	No	No	Code Official	N/A	Hearing Examiner

Table B – Type II Land Use Reviews

Permit	Pre-Application Meeting Required (MICC 19.15.050)	Determination of Completeness (MICC 19.15.070)	Public Notification (MICC 19.15.080)	Notice of Application (MICC 19.15.090)	Public Comment Period	Public Hearing (MICC 19.15.140)	Notice of Decision (MICC 19.15.120)	Decision Body	Timeline Decision Due from Date of Completeness (MICC 19.15.030)	Appeal Authority (MICC 19.15.130)
Modified wireless communication facilities (6409 per CFR 1.40001)	No	Yes	Yes	No	No	No	No	Code Official	65 days	Hearing Examiner
Lot line revision	No	Yes	Yes	No	No	No	No	Code Official	65 days	Hearing Examiner

Setback deviation	No	Yes	Yes	No	No	No	No	Code Official	65 days	Hearing Examiner
Final plat	No	No	Yes	No	No	Yes	Yes	City Council	N/A	Superior Court
Code official design review	No	Yes	Yes	No	No	No	No	Code Official	65 days	Hearing Examiner
Accessory dwelling unit	No	Yes	Yes	No	No	No	No	Code Official	65 days	Hearing Examiner
Parking modification (reviewed by city engineer)	No	No	Yes	No	No	No	No	Code Official	N/A	Hearing Examiner
Small wireless facility deployment	No	Yes	Yes	No	No	No	No	Code Official	65 days	Hearing Examiner
Seasonal development limitation waiver	No	Yes	Yes	No	No	No	No	Code Official	65 days	Hearing Examiner
Final short plat	No	No	Yes	No	No	No	No	Code Official	N/A	Superior Court
Temporary Use Permit	No	Yes	Yes	No	No	No	No	Code Official	65 days	Hearing Examiner
Temporary Structure Deviation Renewal	No	Yes	Yes	No	No	No	No	Code Official	65 days	Hearing Examiner

Table C – Type III Land Use Reviews

Permit	Pre-Application Meeting Required (MICC 19.15.050)	Determination of Completeness (MICC 19.15.070)	Public Notification (MICC 19.15.080)	Notice of Application (MICC 19.15.090)	Public Comment Period	Public Hearing (MICC 19.15.140)	Notice of Decision (MICC 19.15.120)	Decision Body	Timeline Decision Due from Date of Completeness (MICC 19.15.030)	Appeal Authority (MICC 19.15.130)
New and modified wireless (non-6409) eligible facility	Yes	Yes	No	Yes	30 days	No	Yes	Code Official	100 days	Hearing Examiner

SEPA threshold determination	Yes	Yes	No	Yes	30 days	No	Yes	Code Official	100 days	Hearing Examiner
Critical area review 2	Yes	Yes	No	Yes	30 days	No	Yes	Code Official	100 days	Hearing Examiner
Public agency exception	Yes	Yes	No	Yes	30 days	No	Yes	Code Official	100 days	Hearing Examiner
Temporary encampment	Yes	Yes	No	Yes	30 days	Public meeting	Yes	Code Official	100 days	Hearing Examiner
Short plat alteration and vacations	Yes	Yes	No	Yes	30 days	No	Yes	Code Official	100 days	Hearing Examiner
Preliminary short plat	Yes	Yes	No	Yes	30 days	No	Yes	Code Official	100 days	Hearing Examiner
Development code interpretations	Yes	No	No	Yes	30 days	No	Yes	Code Official	N/A	Hearing Examiner
Major building permit	Yes	Yes	No	Yes	30 days	No	No, except to Parties of Record	Code Official	100 days	Hearing Examiner
Shoreline substantial development permit	Yes	Yes	No	Yes	30 days	No	Yes	Code Official	100 days	Shoreline Hearings Board
Shoreline substantial development permit revisions	Yes	Yes	No	Yes	30 days	No	Yes	Code Official	100 days	Shoreline Hearings Board
Temporary Structure Deviation	Yes	Yes	No	Yes	30 days	No	Yes	Code Official	100 days	Hearing Examiner

Table D – Type IV Land Use Reviews

Permit	Pre-Application Meeting Required (MICC 19.15.050)	Determination of Completeness (MICC 19.15.070)	Public Notification (MICC 19.15.080)	Notice of Application (MICC 19.15.090)	Public Comment Period	Public Hearing (MICC 19.15.140)	Notice of Decision (MICC 19.15.120)	Decision Body	Timeline Decision Due from Date of Completeness (MICC	Appeal Authority (MICC 19.15.130)

									19.15.030)	
Preliminary long plat	Yes	Yes	No	Yes	30 days	Yes	Yes	Hearing Examiner	170 days	Superior Court
Conditional use permit	Yes	Yes	No	Yes	30 days	Yes	Yes	Hearing Examiner	170 days	Superior Court
Variance	Yes	Yes	No	Yes	30 days	Yes	Yes	Hearing Examiner	170 days	Superior Court
Critical areas reasonable use exception	Yes	Yes	No	Yes	30 days	Yes	Yes	Hearing Examiner	170 days	Superior Court
Long plat alteration and vacations	Yes	Yes	No	Yes	30 days	Yes	Yes	Hearing Examiner	170 days	Superior Court
Parking modifications (reviewed by hearing examiner)	Yes	Yes	No	Yes	30 days	Yes	Yes	Hearing Examiner	170 days	Superior Court
Variance from short plat acreage limitation	Yes	Yes	No	Yes	30 days	Yes	Yes	Hearing Examiner	170 days	Superior Court
Wireless communication facility height variance	Yes	No	No	Yes	30 days	Yes	Yes	Hearing Examiner	170 days	Superior Court
Planned unit development	Yes	Yes	No	Yes	30 days	Yes	No	Hearing Examiner	170 days	Superior Court
Hearing Examiner design review	Yes	Yes	No	Yes	30 days	Yes	Yes	Hearing Examiner	170 days	Superior Court
Permanent commerce on public property	Yes	Yes	No	Yes	30 days	Yes	Yes	Hearing Examiner	170 days	Superior Court

Shoreline conditional use permit (SCUP)	Yes	Yes	No	Yes	30 days	Yes	Yes	Ecology after Hearing Examiner Recommendation	170 days	Shoreline Hearings Board
Shoreline variance	Yes	Yes	No	Yes	30 days	Yes	Yes	Ecology after Hearing Examiner Recommendation	170 days	Shoreline Hearings Board
Shoreline revision (variance and SCUP)	Yes	Yes	No	Yes	30 days	Yes	Yes	Ecology	170 days	Shoreline Hearings Board

MICC 19.15.040 – Review procedures.

A. The following are general requirements for processing a permit application under ~~the development code~~Title 19 MICC. Additional or alternative requirements may exist for actions under specific code sections (see MICC 19.07.110, 19.07.190, 19.08.020, and 19.08.070).

B. Decisions for land use review applications subject to the standards in Title 19 MICC must be issued in a timely manner, subject to the following standards:

1. The decision for any Type I or Type II land use review must be issued within 65 days of the determination of completeness issued consistent with MICC 19.15.070.

2. The decision for any Type III land use review must be issued within 100 days of the determination of completeness issued consistent with MICC 19.15.070.

3. The decision for any Type IV land use review and reclassification of property consistent with MICC 19.15.240 that does not require a Comprehensive Plan amendment must be issued within 170 days of the determination of completeness issued consistent with MICC 19.15.070.

4. The following land use approvals are exempt from the decision timelines established in this section:

a. Home business;

b. Special needs group housing safety determination;

c. Temporary commerce on public property;

d. Transportation concurrency certificate;

e. Final plat;

f. Parking modification reviewed by City Engineer;

g. Final short plat;

h. Development code interpretation;

i. Comprehensive Plan, subarea plan, and development code amendments docketed through the process established in MICC 19.15.230.

5. The time periods for issuance of a decision for a land use review established in this section shall start over if an applicant proposes a change in use that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of completeness for the new use, as required by Chapter 19.15 MICC.

6. If, at any time, an applicant informs the City, in writing, that the applicant would like to temporarily suspend the review of the project for more than 60 days, or if an

applicant is not responsive for more than 60 consecutive days after the City has notified the applicant, in writing, that additional information is required to further process the application, an additional 30 days may be added to the time periods established in this section. Any written notice from the City to the applicant that additional information is required to further process the application shall include a notice that failure to respond to a request for additional information within 60 days may result in 30 days being added to the time for review. For the purposes of this subsection, "not responsive" means that the applicant is not making demonstrable progress on providing additional requested information to the local government, or that there is no ongoing communication from the applicant to the local government on the applicant's ability or willingness to provide the additional information.

C. If a decision regarding a land use review is not issued in compliance with this section, a portion of the permit fee must be refunded to the applicant or discounted prior to final collection as provided below. The portion of the permit fee that must be refunded or discounted for missing time periods shall be:

1. 10 percent if the final decision for a land use review is issued as follows:

a. For Type I and Type II land use reviews, between 66 and 78 days after the determination of completeness was issued;

b. For Type III land use reviews, between 101 and 120 days after the determination of was issued; and

c. For Type IV land use reviews and reclassification of property consistent with MICC 19.15.240 that does not require a Comprehensive Plan amendment, between 171 and 204 days after the determination of completeness was issued.

2. 20 percent if the final decision for a land use review is issued as follows:

a. For Type I and Type II land use reviews, more than 78 days after the determination of completeness was issued;

b. For Type III land use reviews, more than 120 days after the determination of completeness was issued; and

c. For Type IV land use reviews and reclassification of property consistent with MICC 19.15.240 that does not require a Comprehensive Plan amendment, more than 204 days after the determination of completeness was issued.

D. For the purposes of this section, the number of days shall be calculated by counting every calendar day and excluding the following time periods:

1. Any period between the day that the City has notified the applicant, in writing, that additional information is required to further process the application and the day when responsive information is resubmitted by the applicant;

2. Any period after an applicant informs the City, in writing, that they would like to temporarily suspend review of the application until the time that the applicant notifies the City, in writing, that they would like to resume the application. The code official may set conditions for the temporary suspension of land use review; and

3. Any period after an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal.

E. Nothing in this section prohibits the City from extending the deadline for issuing a decision for a specific project permit application for any reasonable period of time mutually agreed upon by the applicant and the City. Such an extension may be granted only if a signed affidavit confirming the extension is submitted by the applicant prior to a review deadline established by this section.

MICC 19.15.060 – Application.

A. The department shall not commence review of any application until the applicant has submitted the materials and fees specified for complete applications. An application shall contain all information deemed necessary by the code official to determine if the proposed permit or action will comply with the requirements of the applicable development regulations. The applicant for a development proposal shall have the burden of demonstrating that the proposed development complies with the applicable regulations and decision criteria. All land use applications shall include, at a minimum, the ~~following~~ materials in Table A below:

~~1. All applications for permits or land use reviews by the city shall be submitted on forms provided by the city;~~

~~2. A site plan, prepared in a form prescribed by the code official;~~

~~3. A completed SEPA environmental checklist, if required;~~

~~4. Any studies or reports required for the processing of the application;~~

~~5. A list of any permits or land use review types necessary for approval of the development proposal that have been obtained prior to filing the application or that are pending before the city or any other governmental entity;~~

~~6. Drainage plans and documentation required by the Stormwater Management Manual for Western Washington as adopted by chapter 15.09 MICC, if applicable;~~

~~7. Legal description of the site;~~

~~8. Verification that the property affected by the application is in the exclusive ownership of the applicant, or that the applicant has a right to develop the site and that the application has been submitted with the consent of all owners of the affected property; provided, that compliance with subsection (A)(9) of this section shall satisfy the requirements of this subsection;~~

~~9. For Type II, III, and IV reviews, a title report from a reputable title company indicating that the applicant has either sole marketable title to the development site~~

~~or has a publicly recorded right to develop the site (such as an easement). If the title report does not clearly indicate that the applicant has such rights, then the applicant shall include the written consent of the record holder(s) of the development site. The code official may waive this requirement if the title report will not substantively inform the review of the development proposal.; and~~

~~10. All applications for preliminary design review shall contain all information and materials deemed necessary by the code official to determine if the proposal complies with this chapter. Such materials may include a site survey; site plans; elevations; sections; architectural plans; roof plans; renderings and/or models; landscaping plan; parking plan; color and materials board; vicinity maps; site photographs; SEPA checklist; traffic study; pedestrian and vehicle circulation plans; and written narrative describing the project proposal and detailing how the project is meeting the applicable design objectives and standards established in chapter 19.11 or 19.12 MICC. For new construction, submittal of lighting and sign master plans may be deferred to the public hearing if applicable.~~

Table A. Required Submittals by Land Use Review Type

"R" means Required
"C" means When Required by Code Official
"N/A" means Not Applicable

Submittal[2]	Land Use Review Type			
	Type I	Type II	Type III	Type IV
Completed application form(s) provided by the City.	R	R	R	R
Any studies or reports required for the processing of the application. Required studies or reports shall be listed on the application form.[1]	R	R	R	R
A list of any permits or land use reviews necessary for approval of the development proposal that have been obtained prior to filing the application or that are pending before the city or any other governmental entity.	R	R	R	R
If multiple land use reviews are required, the applicant may request a consolidated review of the land use applications with a consolidated review request form, unless the land use reviews are excluded from consolidated review pursuant to MICC 19.15.030(F).	R	R	R	R
A project narrative describing the proposal and how it is consistent with the Comprehensive Plan and meets all applicable standards in Title 19 MICC.	R	R	R	R
Code compliance matrix in a form acceptable by the code official.	R	R	R	R
A statement describing the proposed measures to ensure the proposal will comply with Chapter 19.10 MICC.[3]	R	R	R	R
A site plan, prepared as described on the application form, unless the project is exempt from site plan review pursuant to MICC 19.15.030(G).	R	R	R	R
A legal description of the subject property.	R	R	R	R
A completed SEPA environmental checklist unless the project is demonstrated to be categorically exempt from SEPA review per Chapter 19.21 MICC.	R	R	R	R
Drainage plans and documentation required by the Stormwater Management Manual for Western Washington as adopted by Chapter 15.09 MICC, if applicable.	R	R	R	R

A title report from a reputable title company indicating that the applicant has either sole marketable title to the development site or has a publicly recorded right to develop the site (such as an easement). If the title report does not clearly indicate that the applicant has such rights, then the applicant shall include the written consent of the record holder(s) of the development site. The code official may waive this requirement if the title report will not substantively inform the review of the development proposal.	C	R	R	R
Affidavit of Ownership.	C	R	R	R
Affidavit of Agent Authority, if applicable.	C	R	R	R
All applications for preliminary design review shall contain all information and materials deemed necessary by the code official to determine if the proposal complies with this chapter. Such materials may include a site survey; site plans; elevations; sections; architectural plans; roof plans; renderings and/or models; landscaping plan; parking plan; color and materials board; vicinity maps; site photographs; SEPA checklist; traffic study; pedestrian and vehicle circulation plans; and written narrative describing the project proposal and detailing how the project meets the applicable design objectives and standards established in Chapters 19.11 or 19.12 MICC. For new construction, submittal of lighting and sign master plans may be deferred to the public hearing if applicable.	N/A	R	R	R
Any preapplication meeting notes obtained prior to application.	C	C	R	R
A signed statement from the applicant attesting to the accuracy of all information submitted with the application.	R	R	R	R
Any additional materials required by the code official as shown in the land use application form specific to the proposed development.	C	C	C	C
The applicable permit fee.	R	R	R	R

Notes:

1. The code official may request additional studies or information at any time during review, provided such reports or studies are necessary to complete review of the application.

2. The code official may waive any submittal materials required by this section provided such waiver is described in the determination of completeness issued in compliance with MICC 19.15.070.

3. Additional application requirements for tree removal are established in MICC 19.10.090 application requirements.

B. A determination of completeness shall not preclude the code official from requesting additional information or studies either at the time of determination of completeness or subsequently if new or additional information is required or substantial changes in the proposed action occur, as determined by the code official.

C. All applications for permits or land use review by the city shall be accompanied by a filing fee in an amount established by city ordinance.

MICC 19.15.070 – Determination of completeness and letter of completion.

A. *Complete application required.* The city will not accept an incomplete application for processing and review. An application is complete only when all information required on the application form ~~and all submittal items required by the development code have~~ has been provided to the satisfaction of the code official. The code official may request additional information or studies either at the time of the notice of completeness or subsequently if new information is required or the applicant proposes substantial changes ~~in the proposed action occur~~.

B. *Determination of completeness.* Within 28 calendar days after receiving an application for a ~~Type III and Type IV land use reviewa~~ project permit ~~application~~ (as such is defined in RCW 36.70B.020), the city shall mail, email, or provide in person a written letter of completion or letter of incompletion to the applicant, stating either that the application is complete or that the application is incomplete. If an application is incomplete, the letter of incompletion shall identify what additional documentation is necessary to result in a procedurally complete application. To the extent known at the time of review, the code official shall identify other agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application. An application shall be deemed complete if the city does not provide a written determination to the applicant stating that the application is incomplete within 28 days after receiving an application.

1. At the discretion of the code official, the determination of completeness may include or be combined with any of the following:

   a. A preliminary determination of those development regulations that will be used for project mitigation;
   b. A preliminary determination of consistency, as provided under RCW 36.70B.040;

   c. Other information the code official chooses to include; and

   d. A notice of application issued in compliance with MICC 19.15.090.

C. *Response to letter of incompletion.* Within 14 days after an applicant has submitted all additional information identified as being necessary for a complete application, the city shall notify the applicant that the application is complete, or indicate that the application is incomplete and specify additional documentation as specified in subsection B of this section that is necessary to result in a complete application.

1. If an applicant is not responsive for more than 60 consecutive days after the city has notified the applicant, in writing, that additional information is required to further process the application, an additional 30 days may be added to the time periods for local government action to issue a final decision for each type of project permit that is subject to MICC 19.15.040.

2. Any written notice from the city to the applicant that additional information is required to further process the application must include a notice that non-responsiveness for 60 consecutive days may result in 30 days being added to the time for review. For the purposes of this section, “non-responsiveness” means that an applicant is not making demonstrable progress on providing additional requested information to the local government, or that there is no ongoing communication from the applicant to the local government on the applicant’s ability or willingness to provide additional information.

D. *Completion date.* The date an application is determined complete is the date of receipt by the department of all of the information necessary to make the application complete as provided in this chapter. The department's issuance of a letter of complete application, or the failure of the department to provide ~~such a letter as directed by this section~~ the applicant a letter detailing what additional documentation is necessary to result in a

complete application, shall cause an application to be conclusively deemed to be complete as provided in this section.

E. If the applicant fails to provide the required information within 90 days of the letter of incompletion, the application shall lapse.

MICC 19.15.220 – Design Review ~~and the Design Commission~~.

A. ~~*Rules and records.*~~

~~1. The design commission shall adopt rules and regulations for the conduct of its business, subject to the approval of the city council.~~

~~2. A majority of the membership shall constitute a quorum for the purpose of transacting business. Action by the design commission shall be by majority vote of the members constituting the quorum. A tie vote on a motion to approve shall constitute a failure of the motion and a denial of the application.~~

~~3. The code official shall serve as executive secretary of the design commission and shall be responsible for all records. All meetings of the design commission shall be open to the public. The design commission shall keep minutes of its proceedings and such minutes and a copy of its rules shall be kept on file in the office of the city clerk and open to inspection by the public.~~

~~B. *Powers of the design commission and additional functions.*~~

~~1. No building permit or other required permit shall be issued by the city for any major new construction or minor exterior modification of any regulated improvement without prior approval of the design commission or code official as authorized pursuant to MICC 19.15.010(C)(4)(a). Certain development and activities that do not require a permit are subject to design review as provided in subsection (C)(1)(c) of this section.~~

~~2. The design commission or code official may require a bond or assignment of funds as set out in MICC 19.01.060(C) to secure the installation and maintenance of landscaping, screens, and other similar site improvements.~~

~~3. When the city council deems it necessary to retain consultants for a proposed capital improvement, the council shall seek recommendations from the design commission as to the selection of consultants to provide design services.~~

~~4. Consultants or city officials charged with the design responsibility for a major capital improvement shall hold preliminary discussions on the proposed project with the design commission to obtain its preliminary recommendations as to aesthetic, environmental and design principles and objectives. In addition, the design commission shall review major capital improvements at the completion of the design development phase. A capital improvement approved by the city council after review and recommendations by the design commission may be implemented on a phasing basis without further review so long as the improvement is developed in substantial conformity with the reviewed plan. Significant deviations from an~~

~~approved plan shall be submitted to the design commission for its further review and recommendations.~~

~~5. The design commission or code official shall complete its review and make its decision and/or recommendations pursuant to the process set forth in subsection C of this section, and the review and decision and/or recommendations shall be based upon the design objectives and standards set forth in subsection C of this section, with such amendments as may be made from time to time.~~

~~6. *Additional functions.* The design commission may undertake the following additional functions as needed:~~

~~a. The design commission may assist any person, group, or agency who requests design advice on matters not requiring formal commission action.~~

~~b. The design commission shall consult and cooperate with the planning commission and other governmental bodies on matters affecting the appearance of the Island. The design commission may offer recommendations to the appropriate city agencies and officials on legislation to promote aesthetic and environmental values.~~

~~c. The design commission shall act as the appeal authority for design review decisions made by the code official for minor exterior modifications.~~

~~C.~~ *Design review procedure.*

1. *General.*

a. *Intent.* The intent of the design review process is to ensure that regulated development in all land use zones complies with design ~~objectives and~~ standards established in chapters 19.11 and 19.12 MICC.

b. *Scope.* No building permit or other required permit shall be issued by the city for development of any regulated improvement without prior approval of the ~~design commissionh~~hearing examiner or code official as authorized pursuant to this chapter. Deviations from an approved plan a~~pproved by the design commission or code official~~ shall be permitted only upon the filing and approval of an amended plan. ~~In no instance shall the design commission's or code official's action conflict with the city's development code or other applicable city ordinances or with state or federal requirements. Certain development and activities that do not require a permit are subject to design review as provided in subsection (C)(1)(c) of this section.~~

c. *Review authority.*

i. The following development proposals shall require ~~design commission~~ hearing examiner design review:

(a) New buildings;

(b) Any additions of gross floor area to an existing building(s);

(c) Any alterations to an existing building that will result in a change of 50 percent, or more, of the exterior surface area;

(d) Any alterations to a site, where the alteration will result in a change to the site design that affects more than 50 percent of the development proposal site; and

(e) Any alterations to existing facades, where the building is identified by the city as an historic structure;

ii. All other development proposals requiring design review and not requiring ~~design commission~~ hearing examiner design review under subsection (~~C~~A)(1)(c)(i) of this section shall be reviewed by the code official~~. The code official shall have the authority to determine that an application normally reviewed by code official shall require design commission review and approval, based on factors such as the scope, location, context, and visibility of the proposed change or modification~~; and

iii. *Exemptions from design review.* The following activities shall be exempt from ~~either design commission or code official~~ design review:

(a) Any activity which does not require a building permit; or

(b) Interior work that does not alter the exterior of the structure; or

(c) Normal building and site maintenance including repair and replacement that involves no material expansion or material change in design. For example, replacement in kind of roof mounted heating and cooling equipment or ventilation equipment does not require design review.

d. *Process.*

i. *Time frame and procedure.* Design review shall be conducted in accordance with the timelines and procedures set forth in MICC 19.15.040, Review procedures. ~~Design review is not subject to the one open record hearing requirement or consolidated permit review processing.~~

ii. *Written ~~recommendations~~decisions.* All decisions of the ~~design commission~~ hearing examiner that pertain to design review shall be reduced to writing and shall include findings of fact and conclusions that support the decisions.

2. ~~*Review process.*~~

~~a. *Study session.* In addition to the preapplication meeting, an applicant for a project that will require design review and approval by the design commission shall meet with the design commission in a study session to discuss project concepts before the plans are fully developed. At this session, which will be open to the public, the applicant should provide information regarding its site, the intended mix of uses, and how it will fit into the focus area objectives. The design commission may provide feedback to be considered in the design of the project.~~

~~b.~~ *Plan submittal.* All materials shall be submitted a minimum of 30 days prior to any ~~meeting dates including study sessions, public meetings, and~~ public hearings. ~~The final plans shall be in substantial conformity with approved preliminary plans.~~

Exhibit K

MICC 19.16.010 – Definitions.

[…]

Blank Wall: Any wall (including building facades and retaining walls) over six feet in height, with a horizontal length greater than 15 feet that does not include a transparent window or door. […]

Building Façade Modulation: A stepping back or projecting forward of portions of a building face within specified intervals of building width and depth as a means of breaking up the apparent bulk of structure's continuous exterior walls. Building façade modulation can include facade indentations and extrusions; actual building separation; connecting atriums, courtyards and plazas; variable roof forms and overhangs; and decks and balconies. […]

Formal design review: Design review conducted by the ~~design commission~~ Hearing Examiner. […]

Interior Alteration: Construction activities that do not modify the existing site layout or its current use and involve no exterior work adding to the building footprint. […]

Major ~~single-family dwelling~~ building permit: A building permit for:

1. A new ~~single-family~~ dwelling on a vacant lot or as replacement of an existing or demolished building; or

2. Any change to a ~~single-family~~ dwelling that requires a building permit and results in any of the following;

    a. An increase in the existing maximum building height above the highest point of the building, except for a reroof that increases the highest point of the building by 12 inches or less;

    b. A reduction in any existing side yard;

    c. An increase in the existing gross floor area of more than 500 square feet; or

    d. An increase in the existing lot coverage of more than 100 square feet. […]

Master site plan: The comprehensive, long range plan intended to guide the growth and development on a parcel of land that shows the existing and proposed conditions on the site including topography, vegetation, drainage, flood plains, wetlands, waterways, landscaping, open spaces, walkways, means of ingress and egress, circulation, utilities, structures and buildings, and any other information reasonably necessary ~~for the design commission~~ to make an informed decision about development of the site. […]

Rooming house: A home or other facility, other than special needs group housing or social service transitional housing as provided in MICC 19.06.080(A) and (B), ~~that provides room or room and board to seven or more persons unrelated to the operator, and does not include persons with handicaps or persons with familial status within the meaning of the FHAA~~ with

sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building. Rooming houses include co-living housing as defined in RCW 36.70A.535. […]

Exhibit L

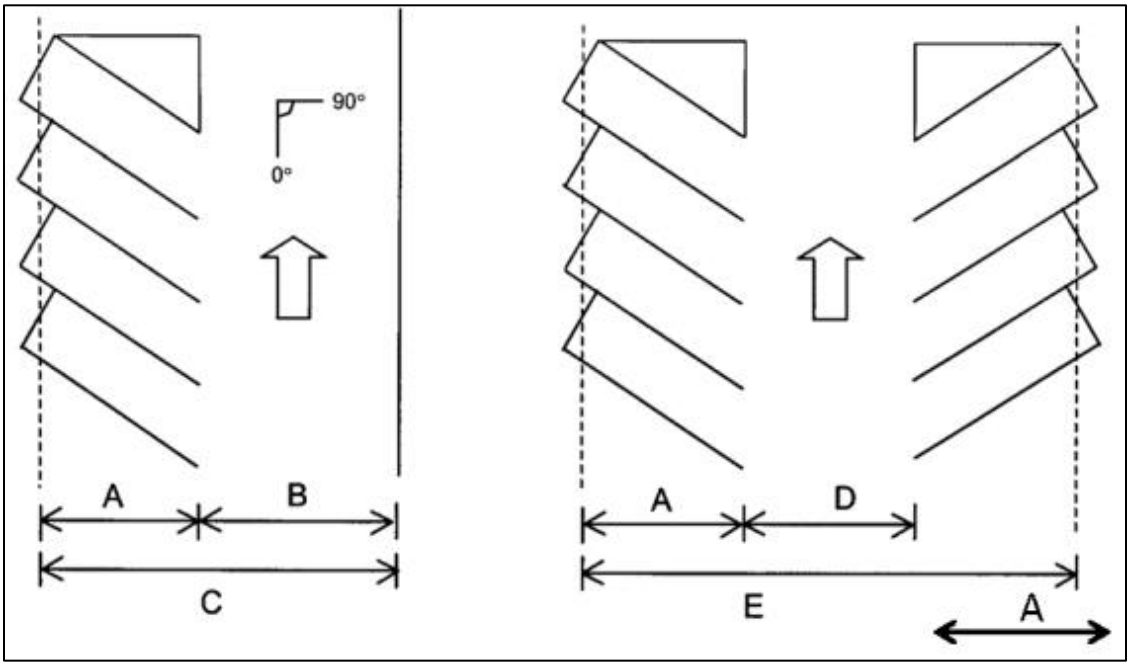
Appendix A PARKING LOT DIMENSIONS

All parking areas shall conform to the following design standards unless alternative design standards are ~~approved by the design commission~~ authorized by Title 19 MICC subject to review by the hearing examiner and/or city engineer:

1. One-Way Traffic.

	Standard Stall (9' × 18.5') *						Compact Stall (8.5' × 16') *				
Parking Angle	A	B	C	D	E		A	B	C	D	E
0	8.0	12.0	20.0	12.0	28.0		8.0	12.0	20.0	12.0	28.0
45	12.0	18.0	30.0	18.0	42.0		11.0	18.0	29.0	18.0	40.0
50	13.0	18.0	31.0	18.0	44.0		12.0	18.0	30.0	18.0	42.0
55	14.0	18.0	32.0	18.0	46.0		13.0	18.0	31.0	18.0	44.0
60	15.0	18.0	33.0	18.0	48.0		13.0	18.0	31.0	18.0	44.0
65	16.0	18.0	34.0	18.0	50.0		14.0	18.0	32.0	18.0	46.0
70	16.5	18.0	34.5	18.0	51.0		15.5	18.0	33.5	18.0	49.0
75	17.0	18.0	35.0	18.0	52.0		15.5	18.0	33.5	18.0	49.0
80	17.5	18.0	35.5	18.0	53.0		16.0	18.0	34.0	18.0	50.0
85	18.0	18.0	36.0	18.0	54.0		16.0	18.0	34.0	18.0	50.0
90	18.5	18.0	36.5	18.0	55.0		16.0	18.0	34.0	18.0	50.0

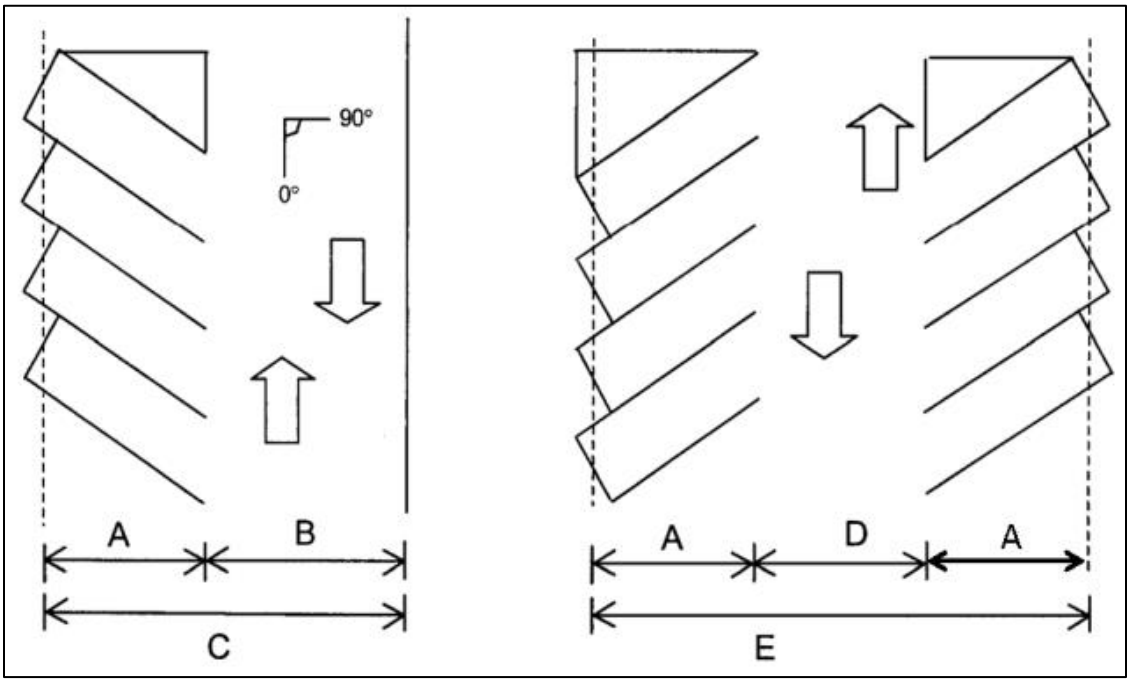
*Standard residential stalls shall be no greater than 8’ x 20’ and compact residential stalls shall be no greater than 8’ x 16’.



2. Two-Way Traffic.

	Standard Stall (9' × 18.5') *						Compact Stall (8.5' × 16') *				
Parking Angle	A	B	C	D	E		A	B	C	D	E
0	8.0	24.0	32.0	24.0	40.0		8.0	24.0	32.0	24.0	40.0
45	12.0	24.0	36.0	24.0	48.0		11.0	24.0	35.0	24.0	46.0
50	13.0	24.0	37.0	24.0	50.0		12.0	24.0	36.0	24.0	48.0
55	14.0	24.0	38.0	24.0	52.0		13.0	24.0	37.0	24.0	50.0
60	15.0	24.0	39.0	24.0	54.0		13.0	24.0	37.0	24.0	50.0
65	16.0	24.0	40.0	24.0	56.0		14.0	24.0	38.0	24.0	52.0
70	16.5	24.0	40.5	24.0	57.0		15.0	24.0	39.0	24.0	54.0
75	17.0	24.0	41.0	24.0	58.0		15.0	24.0	39.0	24.0	54.0
80	17.5	24.0	41.5	24.0	59.0		16.0	24.0	40.0	24.0	56.0
85	18.0	24.0	42.0	24.0	60.0		16.0	24.0	40.0	24.0	56.0
90	18.5	24.0	42.5	24.0	61.0		16.0	24.0	40.0	24.0	56.0

*Standard residential stalls shall be no greater than 8’ x 20’ and compact residential stalls shall be no greater than 8’ x 16’.



BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6810
November 18, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6810: B&O Tax Code Amendment (Ordinance. No. 25C-23, Second Reading)	☐ Discussion Only ☒ Action Needed: ☒ Motion ☐ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Adopt Ordinance No. 25C-23 to update the City Code related to business & occupation tax.	

DEPARTMENT:	Finance
STAFF:	Matthew Mornick, Finance Director
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 25C-23
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

This agenda bill outlines mandatory revisions to the Mercer Island City Code to bring it into compliance with state requirements.

- Over the summer the Association of Washington Cities (AWC) formed a city working group to review required changes to the Business and Occupation (B&O) tax model ordinance in response to the passage of Senate Bill (SB) 5814. The new law expands the state and local retail sales tax to a list of services for which retail sales tax did not previously apply.
- Staff presented Ordinance No. 25C-23 (Exhibit 1) for first reading at the November 4 City Council meeting (AB 6791). The ordinance incorporates changes in the model ordinance into section 4.10.020 of the Mercer Island City Code (MICC).
- Changes outlined in Exhibit 1 do not increase the City's B&O tax rate for any business segment, do not extend the City B&O tax to any business segment that is not currently subject to the tax, and have no material impact on the City's forecasted B&O tax revenues.

The City Council must adopt Ordinance No. 25C-23 before the end of the year to take effect by January 1, 2026 to comply with state requirements.

BACKGROUND

Over the summer, the Association of Washington Cities (AWC) formed a working group of City finance directors and tax managers to review changes to the B&O tax model ordinance in response to the passage of SB 5814. The new legislation changed the taxation classification of certain activities from services to retail sales.

The B&O tax model ordinance is the standard legal framework cities use to incorporate the B&O tax structure into their municipal code (RCW 35.102) so it is uniformly applied across the state. As a result, cities who charge a local B&O tax must amend their tax code to align with the model ordinance.

ISSUE/DISCUSSION

Ordinance No. 25C-23 (Exhibit 1) updates MICC 4.10.020 to bring it into compliance with the latest changes to the B&O tax model ordinance. The AWC work group limited revisions to the model ordinance to changes necessary to implement the state's changes to sales at retail in SB 5814.

Specifically, the passage of SB 5814 expanded the state's retail sales tax to a list of services for which retail sales tax did not previously apply. In the past, sales tax was mainly on physical goods. It now applies to:

- Advertising services
- Live presentations
- Information technology services
- Custom website development services
- Investigation, security, and armored car services
- Temporary staffing services
- Sales of custom software and customization of prewritten software

When a service is subject to the state's retail sales tax, it is also subject to the state's "retailing" B&O tax classification. For cities using a tiered system for applying a B&O tax, the local B&O tax rate for "retailing" is typically lower than the rate for "service and other activities."

The City of Mercer Island does not use a tiered system to apply a B&O tax. Instead, the City applies a flat B&O tax rate of 0.10% on gross receipts for all businesses and all classifications. As a result, there is no increase to the City's B&O tax rate for any business segment and Exhibit 1 does not extend the City B&O tax to any business segment that is not currently subject to the tax. The City's revenue from business and occupation taxes are not projected to change as a result of changes outlined in Exhibit 1.

NEXT STEPS

Upon adoption, MICC 4.10.020 will be updated. Staff will notify AWC and the Washington State Department of Revenue of the adopted code amendments, which will take effect January 1, 2026.

RECOMMENDED ACTION

Adopt Ordinance No. 25C-23 to update City Code related to business & occupation tax.

CITY OF MERCER ISLAND
ORDINANCE NO. 25C-23

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON UPDATING MICC 4.10.020, BUSINESS AND OCCUPATION TAX DEFINITIONS, TO INCLUDE AMENDMENTS REQUIRED UNDER CHAPTER 35.102 RCW, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Mercer Island's business and occupation tax requirements, including how the tax is levied, are adopted in chapter 4.10 MICC; and

WHEREAS, a city workgroup of the Association of Washington Cities (AWC) developed a model ordinance in accordance with RCW 35.102.040(1)(a) for adoption by cities that impose a business and occupation tax; and

WHEREAS, RCW 35.102.040(1)(c) requires the City to update its business and occupation tax code to align with updates to mandatory requirements in the model ordinance; and

WHEREAS, the model ordinance was reviewed and updated by an AWC work group in 2025 in response to SB 5814 changing the definition of certain business activities from services to sales; and

WHEREAS, the tax classification changes are effective January 1, 2026.

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

Section 1. **Amended**. MICC 4.10.020, Definitions, is amended as set forth in Exhibit A to this ordinance. Exhibit A is incorporated herein by this reference as if set forth in full.

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

Section 3. **Effective Date**. This ordinance shall take effect and be in force on January 1, 2026, provided five days have passed since the date of publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON NOVEMBER 18, 2025.

CITY OF MERCER ISLAND

_____
Salim Nice, Mayor

Approved as to Form:

Bio Park, City Attorney

ATTEST:

Andrea Larson, City Clerk

Date of Publication:

4.10.020 Definitions.

In construing the provisions of this chapter, the following definitions shall be applied. Words in the singular number shall include the plural, and the plural shall include the singular.

Agricultural product, farmer.

1. *Agricultural product* means any product of plant cultivation or animal husbandry including, but not limited to: a product of horticulture, grain cultivation, vermiculture, viticulture, or aquaculture as defined in RCW 15.85.020; plantation Christmas trees; turf; or any animal including but not limited to an animal that is a private sector cultured aquatic product as defined in RCW 15.85.020, or a bird, or insect, or the substances obtained from such an animal. "Agricultural product" does not include animals intended to be pets.
2. *Farmer* means any person engaged in the business of growing or producing, upon the person's own lands or upon the lands in which the person has a present right of possession, any agricultural product whatsoever for sale. "Farmer" does not include a person using such products as ingredients in a manufacturing process, or a person growing or producing such products for the person's own consumption. "Farmer" does not include a person selling any animal or substance obtained therefrom in connection with the person's business of operating a stockyard or a slaughter or packing house. "Farmer" does not include any person in respect to the business of taking, cultivating, or raising timber.

Business includes all activities engaged in with the object of gain, benefit, or advantage to the taxpayer or to another person or class, directly or indirectly.

Business and occupation tax or *gross receipts tax* means a tax imposed on or measured by the value of products, the gross income of the business, or the gross proceeds of sales, as the case may be, and that is the legal liability of the business.

RCW Chapter 82.32. Where provisions of RCW Chapter 82.32 are incorporated in MICC 4.10.160, *department* as used in the RCW shall refer to the "director" as defined in this section and *warrant* as used in the RCW shall mean "citation or criminal complaint."

City means the city of Mercer Island.

Commercial or industrial use means the following uses of products, including by-products, by the extractor or manufacturer thereof:

1. Any use as a consumer; and
2. The manufacturing of articles, substances or commodities.

Competitive telephone service means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under RCW Title 80 and for which a separate charge is made.

Consumer means the following:

1. Any person who purchases, acquires, owns, holds, or uses any tangible or intangible personal property irrespective of the nature of the person's business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for a consumer other than for the purpose of:
    a. Resale as tangible or intangible personal property in the regular course of business;
    b. Incorporating such property as an ingredient or component of real or personal property when installing, repairing, cleaning, altering, imprinting, improving, constructing, or decorating such real or personal property of or for consumers;
    c. Incorporating such property as an ingredient or component of a new product or as a chemical used in processing a new product when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new product; or

d. Consuming the property in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon;

2. Any person engaged in any business activity taxable under MICC 4.10.030(A)(7);
3. Any person who purchases, acquires, or uses any competitive telephone service as herein defined, other than for resale in the regular course of business;
4. Any person who purchases, acquires, or uses any personal, business, or professional service defined as a retail sale or retail service in this section, other than for resale in the regular course of business;
5. Any person who is an end user of software;
6. Any person engaged in the business of "public road construction" in respect to tangible personal property when that person incorporates the tangible personal property as an ingredient or component of a publicly owned street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle by installing, placing or spreading the property in or upon the right-of-way of a publicly owned street, place, road, highway, easement, bridge, tunnel, or trestle or in or upon the site of a publicly owned mass public transportation terminal or parking facility;
7. Any person who is an owner, lessee or has the right of possession to or an easement in real property which is being constructed, repaired, decorated, improved, or otherwise altered by a person engaged in business;
8. Any person who is an owner, lessee, or has the right of possession to personal property which is being constructed, repaired, improved, cleaned, imprinted, or otherwise altered by a person engaged in business;
9. Any person engaged in "government contracting." Any such person shall be a consumer within the meaning of this subsection in respect to tangible personal property incorporated into, installed in, or attached to such building or other structure by such person.

Nothing contained in this or any other subsection of this section shall be construed to modify any other definition of "consumer."

Delivery means the transfer of possession of tangible personal property between the seller and the buyer or the buyer's representative. Delivery to an employee of a buyer is considered delivery to the buyer. Transfer of possession of tangible personal property occurs when the buyer or the buyer's representative first takes physical control of the property or exercises dominion and control over the property. "Dominion and control" means the buyer has the ability to put the property to the buyer's own purposes. It means the buyer or the buyer's representative has made the final decision to accept or reject the property, and the seller has no further right to possession of the property and the buyer has no right to return the property to the seller, other than under a warranty contract. A buyer does not exercise dominion and control over tangible personal property merely by arranging for shipment of the property from the seller to itself. A buyer's representative is a person, other than an employee of the buyer, who is authorized in writing by the buyer to receive tangible personal property and take dominion and control by making the final decision to accept or reject the property. Neither a shipping company nor a seller can serve as a buyer's representative. It is immaterial where the contract of sale is negotiated or where the buyer obtains title to the property. Delivery terms and other provisions of the Uniform Commercial Code (RCW Title 62A) do not determine when or where delivery of tangible personal property occurs for purposes of taxation.

Digital automated service, digital code, and *digital goods* have the same meaning as RCW 82.04.192.

Digital products means digital goods, digital codes, digital automated services, and the services described in RCW 82.04.050(2)(g) and 82.04.050(6)(b).

Director means the finance director of the city or any officer, agent or employee of the city designated to act on the director's behalf.

Eligible gross receipts tax means a tax which:

1. Is imposed on the act or privilege of engaging in business activities within MICC 4.10.030; and
2. Is measured by the gross volume of business, in terms of gross receipts, and is not an income tax or value added tax; and
3. Is not, pursuant to law or custom, separately stated from the sales price; and
4. Is not a sales or use tax, business license fee, franchise fee, royalty or severance tax measured by volume or weight, or concession charge, or payment for the use and enjoyment of property, property right or a privilege; and
5. Is a tax imposed by a local jurisdiction, whether within or without the state of Washington, and not by a country, state, province, or any other non-local jurisdiction above the county level.

Engaging in business.

1. The term *engaging in business* means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
2. This section sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to register and obtain a business license or pay city business and occupation taxes. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection 1 of this definition. If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable law.
3. Without being all inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf, constitutes engaging in business and requires a person to register and obtain a business license:
    a. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.
    b. Owning, renting, leasing, using, or maintaining an office, place of business, or other establishment in the city.
    c. Soliciting sales.
    d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
    e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
    f. Installing, constructing, or supervising installation or construction of real or tangible personal property.
    g. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
    h. Collecting current or delinquent accounts.
    i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
    j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, and veterinarians.

l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

m. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers.

n. Investigating, resolving, or otherwise assisting in resolving customer complaints.

o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

4. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license and pay tax:

a. Meeting with suppliers of goods and services as a customer.

b. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

c. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of directors member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

d. Renting tangible or intangible property as a customer when the property is not used in the city.

e. Attending, but not participating in, a "trade show" or "multiple vendor events." Persons participating at a trade show shall review the city's trade show or multiple vendor event ordinances.

f. Conducting advertising through the mail.

g. Soliciting sales by phone from a location outside the city.

5. A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license; provided, that it engages in no other business activities in the city. Such activities do not include those in subsection 4 of this definition.

The city expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the tax under the law and the constitutions of the United States and the state of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

Extracting is the activity engaged in by an extractor and is reportable under the extracting classification.

Extractor means every person who from the person's own land or from the land of another under a right or license granted by lease or contract, either directly or by contracting with others for the necessary labor or mechanical services, for sale or for commercial or industrial use, mines, quarries, takes or produces coal, oil, natural gas, ore, stone, sand, gravel, clay, mineral or other natural resource product; or fells, cuts or takes timber, Christmas trees, other than plantation Christmas trees, or other natural products; or takes fish, or takes, cultivates, or raises shellfish, or other sea or inland water foods or products.

"Extractor" does not include persons performing under contract the necessary labor or mechanical services for others; or persons meeting the definition of "farmer."

Extractor for hire means a person who performs under contract necessary labor or mechanical services for an extractor.

Gross income of the business means the value proceeding or accruing by reason of the transaction of the business engaged in and includes gross proceeds of sales, compensation for the rendition of services, gains realized from trading in stocks, bonds, or other evidences of indebtedness, interest, discount, rents, royalties, fees, commissions, dividends, and other emoluments however designated, all without any deduction on account of the cost of tangible property sold, the cost of materials used, labor costs, interest, discount, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

Gross proceeds of sales means the value proceeding or accruing from the sale of tangible personal property, digital goods, digital codes, digital automated services or for other services rendered, without any deduction on account of the cost of property sold, the cost of materials used, labor costs, interest, discount paid, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

Manufacturer, to manufacture.

1. *Manufacturer* means every person who, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or for commercial or industrial use from the person's own materials or ingredients any products. When the owner of equipment or facilities furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to less than 20 percent of the total value of all materials or ingredients that become a part of the finished product, the owner of the equipment or facilities will be deemed to be a processor for hire, and not a manufacturer. A business not located in this city that is the owner of materials or ingredients processed for it in this city by a processor for hire shall be deemed to be engaged in business as a manufacturer in this city.
2. *To manufacture* means all activities of a commercial or industrial nature wherein labor or skill is applied, by hand or machinery, to materials or ingredients so that as a result thereof a new, different or useful product is produced for sale or commercial or industrial use, and shall include:
    a. The production of special-made or custom-made articles;
    b. The production of dental appliances, devices, restorations, substitutes, or other dental laboratory products by a dental laboratory or dental technician;
    c. Crushing and/or blending of rock, sand, stone, gravel, or ore; and
    d. The producing of articles for sale or for commercial or industrial use from raw materials or prepared materials by giving such materials, articles, and substances of trade or commerce new forms, qualities, properties or combinations including, but not limited to, such activities as making, fabricating, processing, refining, mixing, slaughtering, packing, aging, curing, mild curing, preserving, canning, and the preparing and freezing of fresh fruits and vegetables.

"To manufacture" shall not include the production of digital goods or the production of computer software if the computer software is delivered from the seller to the purchaser by means other than tangible storage media, including the delivery by use of a tangible storage media where the tangible storage media is not physically transferred to the purchaser.

Manufacturing means the activity conducted by a manufacturer and is reported under the manufacturing classification.

Nonprofit corporation or *nonprofit organization* means a corporation or organization in which no part of the income can be distributed to its members, directors, or officers and that holds a current tax exempt status as provided under Section 501(c)(3) of the Internal Revenue Code, as hereafter amended, or is specifically exempted from the requirement to apply for its tax exempt status under Section 501(c)(3) of

the Internal Revenue Code, as hereafter amended. Where the term "nonprofit organization" is used, it is meant to include a nonprofit corporation.

Office or *place of business* means a fixed location or permanent facility where the regular business of the person is conducted and which is either owned by the person or over which the person exercises legal dominion and control. The regular business of the person is presumed conducted at a location:

1. Whose address the person uses as its business mailing address;
2. Where the place of primary use is shown on a telephone billing or a location containing a telephone line listed in a public telephone directory or other similar publication under the business name;
3. Where the person holds itself out to the general public as conducting its regular business through signage or other means; and
4. Where the person is required to obtain any appropriate state and local business license or registration unless they are exempted by law from such requirement.

A vehicle such as a pickup, van, truck, boat or other motor vehicle is not an office or place of business. A post office box is not an office or place of business. If a person has an office or place of business, the person's home is not an office or place of business unless it meets the criteria for office or place of business above. If a person has no office or place of business, the person's home or apartment within the city will be deemed the place of business.

Person means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the state of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise and the United States or any instrumentality thereof.

Processing for hire means the performance of labor and mechanical services upon materials or ingredients belonging to others so that as a result a new, different or useful product is produced for sale, or commercial or industrial use. A processor for hire is any person who would be a manufacturer if that person were performing the labor and mechanical services upon that person's own materials or ingredients. If a person furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to 20 percent or more of the total value of all materials or ingredients that become a part of the finished product, the person will be deemed to be a manufacturer and not a processor for hire.

Product, by-product.

Product means tangible personal property, including articles, substances, or commodities created, brought forth, extracted, or manufactured by human or mechanical effort.

By-product means any additional product, other than the principal or intended product, which results from extracting or manufacturing activities and which has a market value, without regard to whether or not such additional product was an expected or intended result of the extracting or manufacturing activities.

Reporting period means:

1. A three-month period beginning the first day of January, April, July or October of each year (quarterly); or
2. A 12-month period beginning the first day of January of each year (annual).

Retail service means the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

1. Amusement and recreation services including but not limited to golf, pool, billiards, skating, bowling, swimming, bungee jumping, ski lifts and tows, basketball, racquet ball, handball, squash, tennis, batting cages, day trips for sightseeing purposes, and others, when provided to consumers. "Amusement and recreation services" also includes the provision of related facilities

such as basketball courts, tennis courts, handball courts, swimming pools, and charges made for providing the opportunity to dance. The term "amusement and recreation services" does not include instructional lessons to learn a particular activity such as tennis lessons, swimming lessons, or archery lessons;

2. Abstract, title insurance, and escrow services;
3. Credit bureau services;
4. Automobile parking and storage garage services;
5. Landscape maintenance and horticultural services but excluding (a) horticultural services provided to farmers and (b) pruning, trimming, repairing, removing, and clearing of trees and brush near electric transmission or distribution lines or equipment, if performed by or at the direction of an electric utility;
6. Service charges associated with tickets to professional sporting events; and
7. The following personal services: physical fitness services, tanning salon services, tattoo parlor services, steam bath services, Turkish bath services, escort services, and dating services;
8. The term shall also include the renting or leasing of tangible personal property to consumers and the rental of equipment with an operator.

Retailing means the activity of engaging in making sales at retail and is reported under the retailing classification.

Retail Service shall include the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

1. Amusement and recreation services including but not limited to golf, pool, billiards, skating, bowling, swimming, bungee jumping, ski lifts and tows, basketball, racquet ball, handball, squash, tennis, batting cages, day trips for sightseeing purposes, and others, when provided to consumers. “Amusement and recreation services” also include the provision of related facilities such as basketball courts, tennis courts, handball courts, swimming pools, and charges made for providing the opportunity to dance. The term “amusement and recreation services” does not include instructional lessons to learn a particular activity such as tennis lessons, swimming lessons, or archery lessons.
2. Abstract, title insurance, and escrow services;
3. Credit bureau services;
4. Automobile parking and storage garage services;
5. Landscape maintenance and horticultural services but excluding (i) horticultural services provided to farmers and (ii) pruning, trimming, repairing, removing, and clearing of trees and brush near electric transmission or distribution lines or equipment, if performed by or at the direction of an electric utility;
6. Service charges associated with tickets to professional sporting events; and
7. The following personal services: Physical fitness services, tanning salon services, tattoo parlor services, steam bath services, Turkish bath services, escort services, and dating services.
8. The term shall also include the renting or leasing of tangible personal property to consumers and the rental of equipment with an operator.

Return means any document a person is required by the city to file to satisfy or establish a tax or fee obligation that is administered or collected by the city and that has a statutorily defined due date.

Royalties means compensation for the use of intangible property, such as copyrights, patents, licenses, franchises, trademarks, tradenames, and similar items.

Sale, casual or isolated sale.

1. *Sale* means any transfer of the ownership of, title to, or possession of property for a valuable consideration and includes any activity classified as a "sale at retail," "retail sale," or "retail service." It includes renting or leasing, conditional sale contracts, leases with option to purchase, and any contract under which possession of the property is given to the purchaser but title is retained by the vendor as security for the payment of the purchase price. It also includes the furnishing of food, drink, or meals for compensation whether consumed upon the premises or not.
2. *Casual or isolated sale* means a sale made by a person who is not engaged in the business of selling the type of property involved on a routine or continuous basis.

Sale at retail, retail sale.

1. *Sale at retail* or *retail sale* means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:
    a. Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or
    b. Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or
    c. Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or
    d. Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or
    e. Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065~~. The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in subsection (1)(a), (b), (c), (d), or (e) of this definition following such use~~; or
    f. Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection ~~7~~ 8 of this definition, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

    The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a “sale at retail” or “retail sale” even though such property is resold or utilized as provided in (a), (b), (c), (d), (e), or (f) of this subsection following such use.

    The term also means every sale of tangible personal property to persons engaged in any business that is taxable under RCW 82.04.280(1)(a), (b), and (g), 82.04,290, and 82.04.2908.
2. *Sale at retail* or *retail sale* also means every sale of tangible personal property to persons engaged in any business activity which is taxable under MICC 4.10.030(A)(7).
3. The term "sale at retail" or "retail sale" includes the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees,

admission, and other service emoluments however designated, received by persons engaging in the following business activities:

a. Information technology training services, technical support, and other services including, but not limited to, assisting with network operations and support, help desk services, in-person training related to hardware or software, network system support services, data entry services, and data processing services; or

b. Custom website development services. For the purposes of this subsection (3), "website development services" means the design, development, and support of a website provided by a website developer to a customer; or

c. Investigation, security services, security monitoring services, and armored car services including, but not limited to, background checks, security guard and patrol services, personal and event security, armored car transportation of cash and valuables, and security system services and monitoring. This does not include locksmith services; or

d. Temporary staffing services. For the purposes of this subsection (3), "temporary staffing services" means providing workers to other businesses, except for hospitals licensed under chapter 70.41 or 71.12 RCW, for limited periods of time to supplement their workforce and fill employment vacancies on a contract or for fee basis; or

e. Advertising services.

(i) For the purposes of this subsection (3), "advertising services" means all digital and nondigital services related to the creation, preparation, production, or dissemination of advertisements including, but not limited to:

(A) Layout, art direction, graphic design, mechanical preparation, production supervision, placement, referrals, acquisition of advertising space, and rendering advice concerning the best methods of advertising products or services; and

(B) Online referrals, search engine marketing, and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign.

(ii) "Advertising services" do not include:

(A) Web hosting services and domain name registration;

(B) Services rendered in respect to the following:

(I) "Newspapers" as defined in RCW 82.04.214;

(II) Printing or publishing under RCW 82.04.280; and

(III) "Radio and television broadcasting" within this state as defined in RCW 82.04 (section 1, chapter 9, Laws of 2025); and

(C) Services rendered in respect to out-of-home advertising, including: Billboard advertising; street furniture advertising; transit advertising; place-based advertising, such as in-store display advertising or point-of-sale advertising; dynamic or static signage at live events; naming rights; and fixed signage advertising. Out-of-home advertising does not include direct mail; or

f. Live presentations including, but not limited to, lectures, seminars, workshops, or courses where participants attend either in person or via the internet or telecommunications equipment that allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time.

For the purposes of (a) through (c) and (e) of this subsection (3), the terms "sale at retail" and "retail sale" do not include a sale between members of an affiliated group as defined in RCW 82.04.299(1)(f).

4. "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:

   a. The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

   b. The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;

   c. The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;

   d. The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section, the term *janitorial services* shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;

   e. The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under RCW Chapter 82.16;

   f. The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same;

   g. The installing, repairing, altering, or improving of digital goods for consumers;

   h. The sale of or charge made for tangible personal property, labor and services to persons taxable under subsections (3)(a), (b), (c), (d), (e), (f), and (g) of this definition when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a "sale at retail" or "retail sale" even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection 1 of this definition and nothing contained in subsection 1 of this definition shall be construed to modify this subsection.

5. "Sale at retail" or "retail sale" shall also include the providing of competitive telephone service to consumers.

6. "Sale at retail" or "retail sale"

a. "Sale at retail" or "retail sale" shall also include the sale of prewritten software, custom software, and customization of prewritten computer software to a consumer, other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user. ~~a.~~ For purposes of this subsection 6

(i) the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may characterized by the vendor or by the purchaser. ~~b. The term "sale at retail" or "retail sale" does not include the sale of or charge made for custom software or the customization of prewritten software~~

~~c.~~(ii)

(A) The term "sale at retail" or "retail sale" also includes the charge made to consumers for the right to access and use prewritten computer software, custom software, and customization of prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

(B)

(I) The service described in (ii)(A) of this subsection 6 includes the right to access and use prewritten software, custom software, and customization of prewritten computer software ~~Provided that such service includes the right to access and use prewritten software~~ to perform data processing.

(II) ~~and further provided that~~ For purposes of this subsection (II)(B) "*data processing"* means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes~~including~~ check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

7. "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state, the state of Washington, or by the United States and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind (public road construction).

8. "Sale at retail" or "retail sale" shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, *extended warranty* means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based on the occurrence of specified events. The term "extended warranty" does not include an agreement, otherwise meeting the definition of "extended warranty" in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

9. "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to RCW Chapter 35.82, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (government contracting).

10. "Sale at retail" or "retail sale" shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other by-products of weapons production and nuclear research and development. (This should be reported under the service and other classification.)

11. "Sale at retail" or "retail sale" shall not include the sale of or charge made for labor and services rendered for environmental remedial action. (This should be reported under the service and other classification.)

12.

a. "Sale at retail" or "retail sale" shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:

i. Sales in which the seller has granted the purchaser the right of permanent use;

ii. Sales in which the seller has granted the purchaser a right of use that is less than permanent;

iii. Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and

iv. Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

b. A retail sale of digital goods, digital codes, or digital automated services under this subsection includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

c. A retail sale of digital goods, digital codes, or digital automated services does not include the following services if the sale occurs between members of an affiliated group as defined in RCW 82.04.299(1)(f):

i. Any service that primarily involves the application of human effort by the seller, and the human effort originated after the customer requested the service;

ii. Live presentations, such as lectures, seminars, workshops, or courses, where participants are connected to other participants via the internet or telecommunications equipment, which allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time;

iii. Advertising services. For purposes of this subsection, "advertising services" means all services directly related to the creation, preparation, production, or dissemination of advertisements. Advertising services include layout, art direction, graphic design, mechanical preparation, production supervision, placement, and rendering advice to a client concerning the best methods of advertising that client's products or services. Advertising services also include online referrals, search engine marketing and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign. Advertising services do not include web hosting services and domain name registration; and

iv Data processing services. For purposes of this subsection, "data processing service" means a primarily automated service provided to a business or other organization where the primary object of the service is the systematic performance of operations by the service provider on data supplied in whole or in part by the customer to extract the required information in an appropriate form or to convert the data to usable information. Data processing services include check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities. Data

processing does not include the service described in subsection (insert reference) of this section.

d. For purposes of this subsection, *permanent* means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

13. "Sale at retail" or "retail sale" shall also include the installing, repairing, altering, or improving of digital goods for consumers.

Sale at wholesale or *wholesale sale* means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, custom software, customization of prewritten software to a consumer, or services described in subsection (5)(b) of the definition of "sale at retail," which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property and retail services, if such charge is expressly defined as a retail sale or retail service when rendered to or for consumers. Sale at wholesale also includes the sale of telephone business to another telecommunications company as defined in RCW 80.04.010 for the purpose of resale, as contemplated by RCW 35.21.715.

Services. The term "services" excludes retail or wholesale services.

Software, prewritten software, custom software, customization of canned software, master copies, retained rights.

1. *Prewritten software* or *canned software* means computer software, including prewritten upgrades, that is not designed and developed by the author or other creator to the specifications of a specific purchaser. The combining of two or more prewritten computer software programs or prewritten portions thereof does not cause the combination to be other than prewritten computer software. Prewritten computer software includes software designed and developed by the author or other creator to the specifications of a specific purchaser when it is sold to a person other than such purchaser. Where a person modifies or enhances computer software of which such person is not the author or creator, the person shall be deemed to be the author or creator only of the person's modifications or enhancements. Prewritten computer software or a prewritten portion thereof that is modified or enhanced to any degree, where such modification or enhancement is designed and developed to the specifications of a specific purchaser, remains prewritten computer software; however, where there is a reasonable, separately stated charge or an invoice or other statement of the price given to the purchaser for the modification or enhancement, the modification or enhancement shall not constitute prewritten computer software.
2. *Custom software* means software created for a single person.
3. *Customization of canned software* means any alteration, modification, or development of applications using or incorporating canned software to specific individualized requirements of a single person. Customization of canned software includes individualized configuration of software to work with other software and computer hardware but does not include routine installation. Customization of canned software does not change the underlying character or taxability of the original canned software.
4. *Master copies of software* means copies of software from which a software developer, author, inventor, publisher, licensor, sublicensor, or distributor makes copies for sale or license. The software encoded on a master copy and the media upon which the software resides are both ingredients of the master copy.
5. *Retained rights* means any and all rights, including intellectual property rights such as those rights arising from copyrights, patents, and trade secret laws, that are owned or are held under contract or license by a software developer, author, inventor, publisher, licensor, sublicensor, or distributor.

6. *Software* means any information, program, or routine, or any set of one or more programs, routines, or collections of information, used, or intended for use, to convey information that causes one or more computers or pieces of computer-related peripheral equipment, or any combination thereof, to perform a task or set of tasks. "Software" includes the associated documentation, materials, or ingredients regardless of the media upon which that documentation is provided, that describes the code and its use, operation, and maintenance and that typically is delivered with the code to the consumer. All software is classified as either canned or custom.

Successor means any person to whom a taxpayer quitting, selling out, exchanging, or disposing of a business sells or otherwise conveys, directly or indirectly, in bulk and not in the ordinary course of the taxpayer's business, any part of the materials, supplies, merchandise, inventory, fixtures, or equipment of the taxpayer. Any person obligated to fulfill the terms of a contract shall be deemed a successor to any contractor defaulting in the performance of any contract as to which such person is a surety or guarantor.

Tax year or *taxable year* means the calendar year.

Taxpayer means any "person," as herein defined, required to have a business license under this chapter or liable for the collection of any tax or fee under this chapter, or who engages in any business or who performs any act for which a tax or fee is imposed by this chapter.

Value of products.

1. The value of products, including by-products, extracted or manufactured, shall be determined by the gross proceeds derived from the sale thereof whether such sale is at wholesale or at retail, to which shall be added all subsidies and bonuses received from the purchaser or from any other person with respect to the extraction, manufacture, or sale of such products or by-products by the seller.
2. Where such products, including by-products, are extracted or manufactured for commercial or industrial use; and where such products, including by-products, are shipped, transported or transferred out of the city, or to another person, without prior sale or are sold under circumstances such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale; the value shall correspond as nearly as possible to the gross proceeds from sales in this state of similar products of like quality and character, and in similar quantities by other taxpayers, plus the amount of subsidies or bonuses ordinarily payable by the purchaser or by any third person with respect to the extraction, manufacture, or sale of such products. In the absence of sales of similar products as a guide to value, such value may be determined upon a cost basis. In such cases, there shall be included every item of cost attributable to the particular article or article extracted or manufactured, including direct and indirect overhead costs. The director may prescribe rules for the purpose of ascertaining such values.
3. Notwithstanding subsection 2 of this definition, the value of a product manufactured or produced for purposes of serving as a prototype for the development of a new or improved product shall correspond to:
    a. The retail selling price of such new or improved product when first offered for sale; or
    b. The value of materials incorporated into the prototype in cases in which the new or improved product is not offered for sale.

Value proceeding or accruing means the consideration, whether money, credits, rights, or other property expressed in terms of money, a person is entitled to receive or which is actually received or accrued. The term shall be applied, in each case, on a cash receipts or accrual basis according to which method of accounting is regularly employed in keeping the books of the taxpayer.

Wholesaling means engaging in the activity of making sales at wholesale, and is reported under the wholesaling classification.

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6811
November 18, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6811: Utility Easement Replacement (9150 Fortuna Drive)	☐ Discussion Only ☒ Action Needed: ☒ Motion ☐ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Authorize City Manager to execute documents for relinquishment of a public water easement in exchange for a new easement.	

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations Patrick Yamashita, City Engineer
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Request to Modify Existing Public Water Easement 2. Easement Relinquishment 3. New Utility Easement
CITY COUNCIL PRIORITY:	3. Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks.

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to present a request on behalf of a property owner to replace an existing public water easement with a new easement at Covenant Living located at 9150 Fortuna Drive.

- Covenant Living is planning the replacement of their Lodge building to meet the changing needs of its residents. Their project requires changes to the water system and related public easements. Their request is provided in Exhibit 1.
- The proposed new building location will encroach on an existing City water main and easement. City Code does not allow buildings to be located within utility easements, so Covenant Living proposes to relocate the water main at their expense and requests the relinquishment of the existing public water easement (Exhibit 2) in exchange for providing a new easement (Exhibit 3).
- In addition, Covenant Living proposes to replace and relocate at their expense, a City-owned water meter serving Covenant Living. The meter is located in a parking garage and will be moved outside to allow 24/7 access, addressing ongoing challenges City personnel have faced in gaining access to read and maintain the meter.

BACKGROUND

Navix Engineering, representing the owner of Covenant Living, located at 9150 Fortuna Drive is requesting the replacement of an existing public water easement on the property to accommodate the replacement of the existing Lodge building that has exceeded its useful life and no longer meets the needs of the senior living development. The site is a 14.8-acre property with multiple senior housing buildings located at the north end of Mercer Island. Refer to Exhibit 1 for the request and related information.

The existing easement was granted to the City of Mercer Island in 1985 at the time the water main was constructed to serve the site. The main is looped, connected to the water system in North Mercer Way on both ends with a short dead-end main that serves the Lodge building (page 4 of Exhibit 1). The building has exceeded its useful life and no longer meets the needs of the residents of the senior living community. Covenant Living is planning to replace the building with a new Commons building consisting of new dining, fitness, activity and common areas for residents.

ISSUE/DISCUSSION

In planning for the replacement of the Lodge building, the designers found that a portion of the existing water easement conflicts with the location of the proposed building and site improvements. Development regulations restrict structures from being constructed within utility easements. The request in Exhibit 1 is for the City to relinquish the existing easement (Exhibit 2) and replace it with a new easement that eliminates the conflict and allows the construction to proceed. In exchange, Covenant Living will:

1. Grant a new easement for the existing water main looped across the site (Exhibit 3).
2. Replace and relocate the City's water meter currently located inside Building 8's parking garage to an exterior location. This will provide the City 24/7 access to the meter, addressing ongoing challenges City personnel have faced in gaining access to read and maintain the meter.
3. A new easement will be granted for the new water meter for the new Commons building.
4. The public water infrastructure serving the Lodge building will be replaced with new private water infrastructure serving solely the new Commons building, no longer requiring a public easement.

Staff support this request and believe it is in the City's best interest. It provides 24/7 access to the City-owned water meters on the site and reduces the amount of water main the City will need to operate and maintain since a small portion only serving Covenant Shores will be taken over by Covenant Living. The new easement uses the City's updated easement template, explicitly describing the rights granted to the City compared to the current 40 year old easement which provides limited rights and less specificity.

NEXT STEPS

Following City Council approval of this agenda bill, permits will be issued and the improvements constructed by Covenant Living. The water improvements will be put into service following acceptance by the City. Then the easement documents (Exhibits 2 and 3) will be executed and recorded with the King County Department of Records and reflected in the City's Geographic Information System (GIS) maps.

RECOMMENDED ACTION

Authorize the City Manager to execute document relinquishing water easement (recording number 8510300965, located at 9150 Fortuna Drive) substantially in the form in Exhibit 2, in exchange for a new 20-

foot-wide public utility easement substantially in the form in Exhibit 3, after the new public water infrastructure is accepted by the City Engineer and put into operation.

NAVIX
SITE | CIVIL

11235 s.e. 6th street, suite 150
bellevue, wa 98004
navixeng.com

t 425.453.9501
f 425.453.8208
e info@navixeng.com

August 22, 2025

Patrick Yamashita, P.E.
City Engineer, City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040

Subject: Covenant Living Lodge Redevelopment
Request to Modify Existing Public Water Easement

Dear Patrick:

Covenant Living is seeking to redevelop their current Lodge building located at 9150 Fortuna Drive, a 14.8-acre property with multiple senior housing buildings located at the north end of Mercer Island. The existing Lodge building has exceeded its useful economic life and does not meet the needs of the residents of this senior living development. Covenant Living proposes to replace the building with a new Commons building, which will consist of new dining, fitness, activity, and common areas for residents.

A portion of the existing public water main easement for services to the existing Lodge building and an adjacent fire hydrant will be in conflict with the proposed building and site improvements. The existing water infrastructure to the building will be removed and replaced with the proposed project. Therefore, this segment of the existing water easement will need to be extinguished and replaced with a new easement.

Covenant Living is proposing to relocate the Building 8 water meter from inside the Building 8 garage to outside the building, as a benefit to the City in exchange for the water easement revisions. Please see below for a more detailed discussion of the proposed improvements.

Existing Water Utility and Easement

An 8-inch public water main serves the Covenant Living property and is generally located below the main access drive on site. Near the existing Lodge building, a water service line extends from the 8-inch water main to a fire hydrant and the domestic water meter for the Lodge building. Refer to Exhibit 1 for existing water infrastructure and easement locations.

The existing public water main easement, which was recorded on October 30, 1985 under Recording Number 8510300965, is 20 feet wide and generally follows the water main routing on site. The easement

allows the City the right to access, maintain, and repair the existing water main and associated water meters.

The segment of the existing public water easement that serves the Lodge building is highlighted in Exhibit 1. This portion of the easement will conflict with the proposed Commons building and must be relinquished to allow construction of the new building.

Proposed Public Water System Revisions and Benefits

The project proposes to remove the existing water line, fire hydrant, and water meter currently serving the existing Lodge building and requests relinquishment of the associated easement, which extends approximately 150 feet to the north of the water main located within Fortuna Drive. The project proposes a new water easement for the new water meter located in a planter area adjacent to Fortuna Drive that will serve the new Commons building. The new water loop and fire hydrants around the proposed building will be private and do not require a public easement.

Additionally, the Building 8 water meter is currently located inside the building's parking garage, which does not allow 24/7 access by City personnel. This water meter will be relocated outside the building adjacent to Fortuna Drive and a new easement is proposed over this meter. Refer to Exhibit 2 for the proposed water easement revisions. The 24/7 access for City personnel, along with the new water infrastructure, will be a benefit to the public.

The water main that extends through the site will remain. The existing easement over this main will be replaced in kind by a new easement that incorporates the new Commons building water services, new Building 8 water meter location, and the existing main that loops through the property.

Conclusion

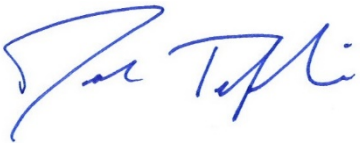
The proposed Covenant Living Commons building cannot be constructed on top of the existing public water easement. Therefore, Covenant Living proposes to revise the water lines and the associated utility easement so they are located outside the proposed building footprint. Additionally, Covenant Living proposes to relocate an existing water meter from inside the Building 8 parking garage to outside the building. The proposed water service revisions will provide 24/7 access to the Building 8 water meter.

We hope the City finds these improvements mutually beneficial. Covenant Living appreciates being a part of the wonderful Mercer Island community and looks forward to collaborating with the City for many years to come.

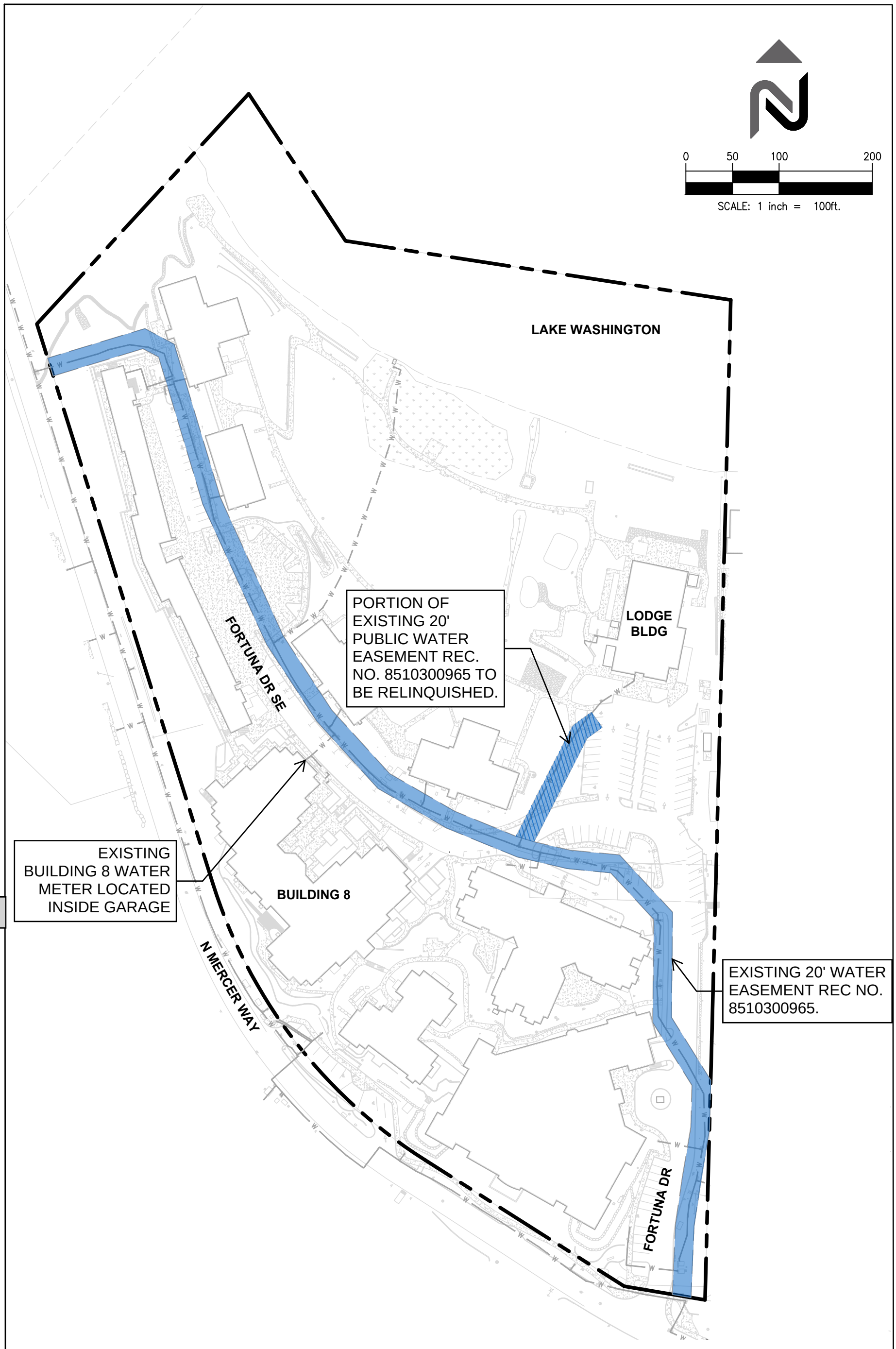
Thank you for the opportunity to present the proposed public utility and easement modifications for your review and consideration. Please call me at 425.845.3829 if you have any questions or need any additional information.

Sincerely,

Navix Engineering, LLC.



Joe Taflin, P.E., LEED AP
Principal
joe@navixeng.com



230

NAVIX
SITE | CIVIL

11235 s.e. 6th street
suite 150
bellevue, wa 98004

t: 425.453.9501
f: 425.453.8208
www.navixeng.com

COVENANT LIVING

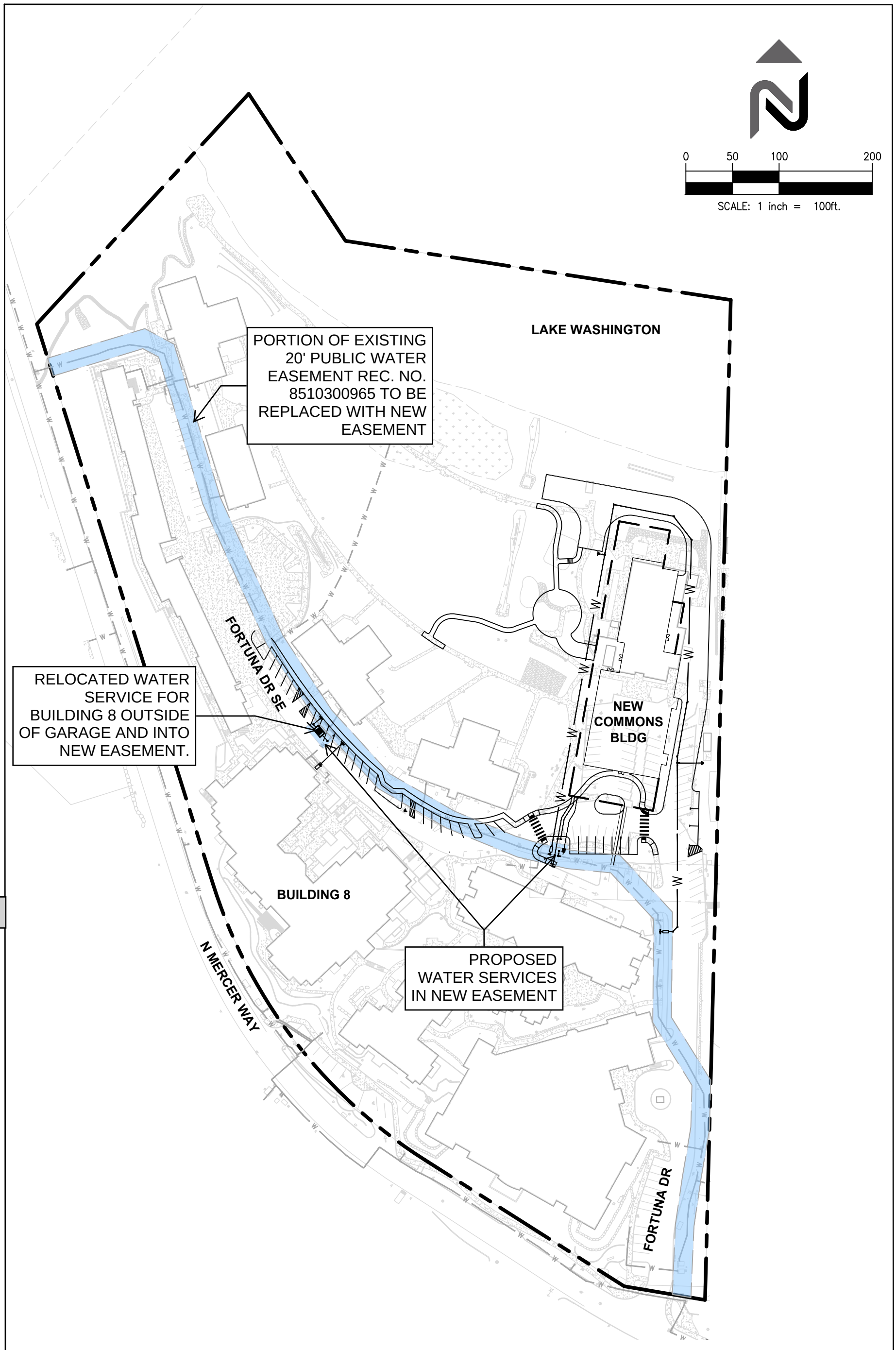
MERCER ISLAND, WA

EXISTING WATER EASEMENT

EXHIBIT 1

8/22/2025

SCALE: 1" = 100'



NAVIX
SITE | CIVIL
11235 s.e. 6th street
suite 150
bellevue, wa 98004
t: 425.453.9501
f: 425.453.8208
www.navixeng.com

COVENANT LIVING

MERCER ISLAND, WA

PROPOSED WATER EASEMENT

EXHIBIT 2

8/22/2025

SCALE: 1" = 100'

When recorded return to:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

RELINQUISHMENT OF UTILITIES EASEMENT

Reference #s of Documents Released or Assigned: 8510300965
Grantor: Covenant Living West, a California non-profit corporation
Grantee: City of Mercer Island
Abbrev. Legal Description: Ptn. of Gov. Lot 4, Sec. 7, T24N, R05E, W.M.
Full Legal Description: See Exhibit "A"
Assessor's Tax Parcel Number: 072405-9016

This Relinquishment of an Easement for Water Pipe Line (this **"Agreement"**) is entered by and between the City of Mercer Island, a municipal corporation of the State of Washington (**"City of Mercer Island"** or **"Grantee"**) and Covenant Living West, a California non-profit corporation (**"Grantor"**), together referred to herein as the "**Parties.**"

RECITALS

A. Grantor is the owner in fee of that certain real property situated in King County, Washington (the **"Property"**) legally described on **Exhibit A** attached hereto and incorporated herein.

B. The Property is burdened by an easement, granted in 1985, to the City of Mercer Island for the purpose of installing, constructing, maintaining, operating, repairing and replacing a water pipeline and all necessary connections and appurtenances under Recording No. 8510300965 of the Official Records of King County (the **"Easement"**), attached and incorporated herein as Exhibit B.

C. 8-inch and 12-inch diameter ductile iron water mains were constructed in the easement in 1985.

D. City of Mercer Island agrees to relinquish the Easement as shown on Exhibit B in exchange for an updated easement to be granted concurrent with this relinquishment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for other valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Description of the Easement. The Property is currently subject to the Easement as shown on Exhibit B.

2. Relinquishment of the Easement. Mercer Island hereby releases and relinquishes its rights, title, and interest in the Easement.

3. Integration. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral; in effect between the Parties regarding the subject matter hereof.

4. Amendment. This Agreement may not be amended or modified except in writing signed by each of the parties hereto.

5. Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute one Agreement. However, this Agreement shall not be effective unless and until each counterpart signature has been obtained.

6. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

7. Authorized Signature. Each party to this Agreement warrants and represents to the other party that the individual signing this Agreement on behalf of such party has been duly authorized to execute this Agreement.

GRANTOR

COVENANT LIVING WEST, a California Non-Profit Corporation

By: _____
Randy Gross
Title: Senior Vice President, Project Development

Dated: _____

GRANTEE

CITY OF MERCER ISLAND, a Municipal Corporation of the State of Washington

By: _____
Jessi Bon
City Manager
City of Mercer Island

Dated: _____

STATE OFCALIFORNIA)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Randy Gross** is the person who appeared before me, who acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **Senior Vice President, Project Development, of Covenant Living West, a California Non-Profit Corporation**, as the free and voluntary act of this company for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2025.

_____
(notary signature)

_____
typed/printed name of notary)
Notary Public in and for the State of
_____.
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated this _____ day of _____, 2025.

_____
(notary signature)

_____
typed/printed name of notary)
Notary Public in and for the State of Washington.
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Parcel 4:
Lots 24 and 25, Sunnybank, according to the Plat thereof, recorded in Volume 29 of plats, page(s) 31, in King County, Washington;

AND

Portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and being more particularly described as follows:

BEGINNING at the most Westerly corner of said Lot 24;
thence along the Northwesterly line of said Lot 24 North 41°23'31" East 252.93 feet to Lake Washington;

THENCE along Lake Washington along the following courses:
South 32°08'00" East 66.66 feet;
South 40°43'00" East 107.71 feet;
South 56°26'00" East 45.05 feet;
THENCE leaving Lake Washington along the following courses:
South 33°34'00" West 87.05 feet;
South 19°00'00" East 220.00 feet;
THENCE South 50°00'00" East 360.00 feet;
North 89°58'48" East 53.35 feet; from a tangent that bears South 14°33'17" East along the arc of a curve to the right having a radius of 739.00 feet and a central angle of 14°32'05", an arc length of 187.47 feet; tangent to the preceding curve South 0°01'12" East 152.00 feet; tangent to the preceding course along the arc of a curve to the right having a radius of 309.00 feet and a central angle of 31°00'47", an arc length of 167.26 feet; and tangent to the preceding curve
South 30°59'35" West 25.47 feet to the Northerly margin of North Mercer Way;
THENCE Northwesterly along said margin the following courses:

North 59°00'25" West 225.35 feet; tangent to the preceding course along the arc of a curve to the right having a radius of 543.14 feet and a central angle of 40°19'00", an arc length of 382.19 feet; tangent to the preceding curve North 18°41'25" West 629.29 feet to the point of beginning;

TOGETHER WITH second class shore lands adjoining the above described parcel;
Except that portion condemned in King County Superior Court cause number 79-2-03200-0 for Sr 90.

Parcel 5:
That portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and being more particularly described as follows:

COMMENCING at a point on the South Line of said Government Lot 4, distant North 89°56'52" West 826 feet from the Southeast corner of said Lot;
THENCE North 0°01'12" West 1,184.28 feet to the true point of beginning of the parcel to be described herein; THENCE from said true point of beginning South 89°58'48" West 130.00 feet;
THENCE North 50°00'00" West 360.00 feet;
THENCE North 19°00'00" West 220.00 feet;
THENCE North 33°34'00" East 87.05 feet to Lake Washington; THENCE along Lake Washington the following courses:
South 56°26'00" East 55.03 feet;
South 52°10'00" East 100.65 feet;
South 67°33'00" East 111.66 feet;
North 87°36'00" East 100.60 feet; and
South 75°16'00" East 103.49 feet;
THENCE leaving Lake Washington South 0°01'12" East 355.00 feet to the true point of beginning;

Together with second class shorelands adjoining.

Parcel 6:
A portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and being more particularly described as follows:

COMMENCING at a point on the South Line of said Government Lot 4 distant thereon North 89°56'52" West 826 feet from the Southeast corner of said Lot;
THENCE North 0°01'12" West 1,184.28 feet to the true point of beginning of the parcel to be described herein;
THENCE from said true point of beginning South 0°01'12" East 587.48 feet to the Northerly margin of North Mercer Way;
THENCE Northwesterly along said margin, from a tangent that bears North 52°25'13" West along the arc of a curve to the left having a radius of 348.46 feet and a central angle of 6°35'12", an arc length of 40.06 feet; tangent to the preceding curve North 59°00'25" West 90.10 feet to a point thereon;
THENCE leaving said Northerly margin North 30°59'35" East 25.47 feet;
THENCE tangent to the preceding course along the arc of a curve to the left having a radius of 309.00 feet and a central angle of 31°00'47", an arc length of 167.26 feet;
THENCE North 0°01'12" West 152.00 feet;
THENCE tangent to the preceding course along the arc of a curve to the left having a radius of 739.00 feet and a central angle of 14°32'05" an arc length of 187.47 feet;
THENCE North 89°58'48" East 76.65 feet to the true point of beginning;
Except that portion condemned in King County Superior Court cause number 79-2-03200-0 for SR 90.

EXHIBIT B

EASEMENT FOR WATER PIPE LINE

The undersigned, Grantors, for and in consideration of one dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, by these presents bargain, sell, transfer and convey unto the CITY OF MERCER ISLAND, King County, Washington, Grantee, an easement over, across, along and under the following described property situated in King County, State of Washington, to-wit:

SEE ATTACHED

85/10/30 #0965 D
RECD F 6.00
CASHSL ****6.00
55

8510300965

said easement being for the purpose of installing, constructing, maintaining, operating, repairing and replacing the water pipe line or lines and all necessary connections and appurtenances hereto, together with the right of ingress and egress to, from and across said described property for the foregoing purposes, provided that in the original installation of such pipe line or lines, and appurtenances, the Grantee shall immediately after such installation restore said premises to their original condition as near as may be.

HERE AND IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 17th day of July, 1985.

John V. Brontsema

RECEIVED THIS DAY OCT 30 3 01 PM '85 BY THE DIVISION OF RECORDS & ELECTIONS KING COUNTY

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 17th day of July, 1985 before me personally appeared John H. Brontsema, to me, known to be the Administrator of the corporation that executed the within and foregoing instrument and acknowledged that said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my offical seal the day and year first above written.

Frances A. George
Notary Public in and for the State of Washington, residing in Bellevue

FILED for Record at Request of
Name Mercer Island, City of
Address 3505-88th SE
Mercer Island, Wa. 98040

EXHIBIT B

COVENANT SHORES
Waterline Easement Legal Description

May 7, 1985
Triad Job No. 81-264

That portion of Section 7, Township 24 North, Range 5 East, W.M., in King County, Washington, lying within a strip of land 20.00 feet in width, being 10.00 feet on each side of the following three described centerlines:

Centerline No. 1

Beginning at the southeast corner of Government Lot 4, said Section 7; thence N88°43'20"W along the south line thereof 826.00 feet; thence N01°12'02"E 823.74 feet; thence N88°47'58"W 10.00 feet to the TRUE POINT OF BEGINNING of Centerline No. 1; thence S09°22'30"W 54.27 feet; thence S08°08'28"W 51.19 feet; thence S02°12'21"W 74.95 feet to the north margin of SR-90 as shown on State of Washington Department of Highways Map Sheet 10 of 31 Sheets entitled SR-90 MP 3.25 to MP 5.98 Mercer Island; West Shore to East Channel Bridge, Right-of-Way and Limited Access Plan Full Control Station LL 309+75 to Station LL 325+00 and the terminus of Centerline No. 1.

8510300965

Centerline No. 2

Beginning at the TRUE POINT OF BEGINNING of Centerline No. 1; thence N01°12'20"E 48.60 feet; thence N32°16'05"W 79.39 feet; thence N00°16'01"E 111.82 feet; thence N43°06'21"W 75.74 feet; thence N84°48'56"W 50.00 feet; thence N77°08'25"W 53.27 feet to a point hereinafter called "Point A"; thence N68°03'34"W 80.53 feet; thence N60°15'21"W 82.87 feet; thence N42°34'21"W 94.82 feet; thence N33°27'31"W 96.92 feet; thence N24°42'24"W 163.79 feet; thence N17°02'14"W 168.29 feet; thence N62°14'03"W 27.31 feet; thence S72°50'01"W 100.75 feet to the easterly margin of North Mercer Way and the terminus of Centerline No. 2.

Centerline No. 3

Beginning at aforementioned "Point A"; thence N26°53'14"E 139.92 feet; thence N53°43'19"E 22.52 feet to the terminus of Centerline No. 3;

ALSO that portion of said Section 7 described as follows:

Beginning at the southeast corner of Government Lot 4, said Section 7; thence N88°43'20"W along the south line thereof 826.00 feet; thence N01°12'02"E 658.00 feet; thence N88°43'20"W 97.55 feet to the northeasterly margin of North Mercer Way; thence N57°46'53"W along said northeasterly margin 240.22 feet to a point of curve; thence along said northeasterly margin and curve to the right, having a radius of 543.14 feet, thru a central angle of 1°54'31" an arc distance of 18.09 feet to the TRUE POINT OF BEGINNING; thence continuing northwesterly along said curve to the right thru a central angle of 2°06'36" an arc distance of 20.00 feet; thence N35°10'56"E 9.71 feet; thence S54°49'04"E 20.00 feet; thence S35°10'56"W 9.71 feet to the TRUE POINT OF BEGINNING.

TRIAD ASSOCIATES
11415 N.E. 128TH STREET
KIRKLAND, WA 98034

WRITTEN BY LDVS
CHECKED BY DLH
COMPARED CS/DLH

Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

PERMANENT EASEMENT FOR UTILITIES

Grantor(s): Covenant Living West, a California non-profit corporation
Grantee(s): City of Mercer Island, a Washington Municipal Corporation
Property Legal Description: Ptn. of NW1/4, NE1/4, SW1/4 & SE1/4 Sec. 07, T24N, R05E, W.M.
Additional Legal(s) on Exhibit A
Easement Legal Description (abbreviated): Ptn. of Gov. Lot 4, Sec. 7, T24N, R05E, W.M.
Additional Legal(s) on Exhibit B (Easement Description)
Additional Map on Exhibit C (Easement Detail)
Assessor's Tax Parcel ID#(s): 072405-9016

RECITALS

A. Covenant Living West, a California non-profit corporation, ("Grantors") are the owners of certain real property (the "Property") located in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct, replace, and maintain a public water main, its fittings and appurtenances ("Water System") and requires a portion of the Property in which to locate the Water System improvements. See Exhibits B and C.

C. The Property is burdened by an easement, granted in 1985 to the City of Mercer Island for the purpose of installing, constructing, maintaining, operating, repairing and replacing a water pipeline and all necessary connections and appurtenances under Recording No. 8510300965 of the Official Records of King County. Said easement will be relinquished as consideration of a new easement hereto.

D. The parties both desire to resolve matters without additional cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. Grantor does hereby grant, convey and warrant to Grantee a perpetual, permanent and exclusive easement ("Easement") under, through, across and over that portion of the Property legally described in Exhibit “B” and depicted on Exhibit “C” attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantor, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace and enlarge public utilities systems, together with all necessary or convenient appurtenances thereto. Following the initial construction of the improvements, Grantee may from time to time construct such additional improvements as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the improvements within a specific period of time; provided, however, the Grantee shall use diligent efforts to inform Grantor about work that is planned within the Easement and progress of said work, and to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Access. Grantor also covenants and agrees that Grantee shall have the right of reasonable access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder. In the event of an emergency, the Grantee may take action necessary to remediate the emergency situation and shall notify Grantor as soon as practically possible after remediation is complete.

3. Obstructions; Landscaping. Grantee may from time to time remove vegetation, shrubs, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantor’s Property to a condition similar to its condition prior to such work. Following the construction and installation of the improvements, Grantor may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantor reserves the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantor shall not construct or maintain any buildings or other structures on the Easement. Grantor shall not perform digging, tunneling or other form of construction activity on the Property, which would disturb the compaction of or damage any improvements within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

5. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantor and Grantee, and shall be binding upon their respective successors, heirs and assigns.

GRANTOR (CORPORATE)

Covenant Living West
(corporation name)

By: _____
Printed Name: Randy Gross, Senior Vice President Project Development
Dated: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me, Randy Gross, to me known to be the Senior Vice President, Project Development, of Covenant Living West, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____, 20___.

_____
(notary signature)

_____
(typed/printed name of notary)
Notary Public in and for the State of Washington. My commission expires _____.

EXHIBIT A

LEGAL DESCRIPTION

THE PROPERTY

Parcel 4:
Lots 24 and 25, Sunnybank, according to the Plat thereof, recorded in Volume 29 of plats, page(s) 31, in King County, Washington;
and
Portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and being more particularly described as follows:

Beginning at the most Westerly corner of said Lot 24;
thence along the Northwesterly line of said Lot 24 North 41°23'31" East 252.93 feet to Lake Washington; thence along Lake Washington along the following courses:

South 32°08'00" East 66.66 feet;
South 40°43'00" East 107.71 feet;
South 56°26'00" East 45.05 feet;
thence leaving Lake Washington along the following courses:

South 33°34'00" West 87.05 feet;
South 19°00'00" East 220.00 feet;
thence South 50°00'00" East 360.00 feet;
North 89°58'48" East 53.35 feet; from a tangent that bears South 14°33'17" East along the arc of a curve to the right having a radius of 739.00 feet and a central angle of 14°32'05", an arc length of 187.47 feet; tangent to the preceding curve South 0°01'12" East 152.00 feet; tangent to the preceding course along the arc of a curve to the right having a radius of 309.00 feet and a central angle of 31°00'47", an arc length of 167.26 feet; and tangent to the preceding curve
South 30°59'35" West 25.47 feet to the Northerly margin of North Mercer Way;
thence Northwesterly along said margin the following courses:

North 59°00'25" West 225.35 feet; tangent to the preceding course along the arc of a curve to the right having a radius of 543.14 feet and a central angle of 40°19'00", an arc length of 382.19 feet; tangent to the preceding curve North 18°41'25" West 629.29 feet to the point of beginning;

Together with second class shore lands adjoining the above described parcel;
Except that portion condemned in King County Superior Court cause number 79-2-03200-0 for Sr 90.

Parcel 5:
That portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and being more particularly described as follows:

Commencing at a point on the South Line of said Government Lot 4, distant North 89°56'52" West 826 feet from the Southeast corner of said Lot;
thence North 0°01'12" West 1,184.28 feet to the true point of beginning of the parcel to be described herein; thence from said true point of beginning South 89°58'48" West 130.00 feet;
thence North 50°00'00" West 360.00 feet;
thence North 19°00'00" West 220.00 feet;
thence North 33°34'00" East 87.05 feet to Lake Washington; thence along Lake Washington the following courses:
South 56°26'00" East 55.03 feet;
South 52°10'00" East 100.65 feet;
South 67°33'00" East 111.66 feet;
North 87°36'00" East 100.60 feet; and
South 75°16'00" East 103.49 feet;
thence leaving Lake Washington South 0°01'12" East 355.00 feet to the true point of beginning;

Together with second class shorelands adjoining.

Parcel 6:
A portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and being more particularly described as follows:

Commencing at a point on the South Line of said Government Lot 4 distant thereon North 89°56'52" West 826 feet from the Southeast corner of said Lot;
thence North 0°01'12" West 1,184.28 feet to the true point of beginning of the parcel to be described herein;
thence from said true point of beginning South 0°01'12" East 587.48 feet to the Northerly margin of North Mercer Way;
thence Northwesterly along said margin, from a tangent that bears North 52°25'13" West along the arc of a curve to the left having a radius of 348.46 feet and a central angle of 6°35'12", an arc length of 40.06 feet; tangent to the preceding curve North 59°00'25" West 90.10 feet to a point thereon;
thence leaving said Northerly margin North 30°59'35" East 25.47 feet;
thence tangent to the preceding course along the arc of a curve to the left having a radius of 309.00 feet and a central angle of 31°00'47", an arc length of 167.26 feet;
thence North 0°01'12" West 152.00 feet;
thence tangent to the preceding course along the arc of a curve to the left having a radius of 739.00 feet and a central angle of 14°32'05" an arc length of 187.47 feet;
thence North 89°58'48" East 76.65 feet to the true point of beginning;
Except that portion condemned in King County Superior Court cause number 79-2-03200-0 for SR 90.

EXHIBIT B

LEGAL DESCRIPTION

PERMANENT EASEMENT FOR UTILITIES

A strip of land being 20.00 feet in width, lying over, under and that portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and that portion of Lots 24 and 25, Sunnybank, according to the Plat thereof, recorded in Volume 29 of plats, page(s) 31, in King County, Washington, 10.00 feet of such width, lying on each side of the following described center line;

COMMENCING at the most Westerly corner of said Lot 24, being a point on the Easterly margin of North Mercer Way;

THENCE South 17°27'49" East, 48.76 feet along said Easterly margin to the TRUE POINT OF BEGINNING;

THENCE North 73°06'10" East, 107.35 feet;

THENCE South 61°57'54" East, 27.31 feet;

THENCE South 16°46'05" East, 168.29 feet;

THENCE South 24°26'15" East, 163.79 feet;

THENCE South 33°09'39" East, 95.92 feet;
THENCE South 42°14'15" East, 14.23 feet to a point herein referenced to as Point “A”;

THENCE CONTINUING South 42°14'15" East, 81.59 feet;

THENCE South 59°59'12" East, 82.87 feet;

THENCE South 67°47'25" East, 76.34 feet;

THENCE South 76°12'41" East, 45.20 feet to a point herein referenced to as Point “B”;

THENCE CONTINUING South 76°12'41" East, 12.21 feet;

THENCE South 84°32'19" East, 50.27 feet;

THENCE South 42°44'30" East, 75.51 feet;

THENCE South 00°32'54" West, 111.87 feet;

THENCE South 31°59'56" East, 79.39 feet;

THENCE South 01°50'49" West, 52.38 feet;

THENCE South 09°00'32" West, 106.07 feet;

THENCE South 02°27'10" West, 72.43 feet to the North margin of SR-90 as shown on State of Washington Department of Highways Map Sheet 10 of 31, entitled SR-90 MP 3.25 to MP 5.98 Mercer Island; West Shore to East Channel Bridge, Right-of-Way and Limited Access Plan Full Control Station LL 309+75 to Station LL 325+00 and the terminus;

TOGETHER WITH a strip of land 30.00 feet in width, lying on each side of the following described

TOGETHER WITH a strip of land 30.00 feet in width, lying on each side of the following described center line;

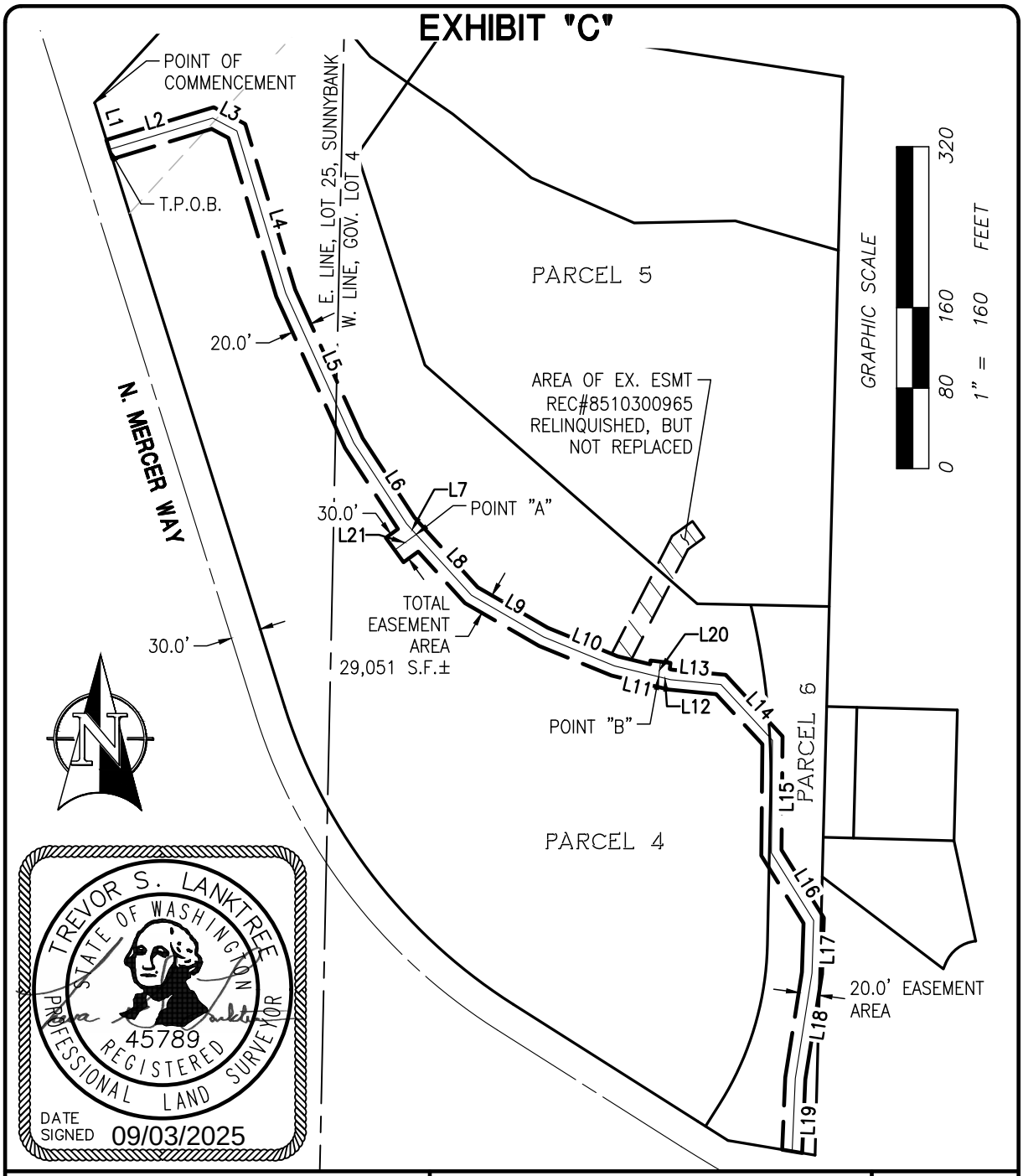
BEGINNING at foresaid Point “A”;
THENCE South 54°02'31" West, 26.42 feet to the terminus;
AND TOGETHER WITH a strip of land 20.00 feet in width, lying on each side of the following described center line;

BEGINNING at foresaid Point “B”;
THENCE North 06°53'09" East, 15.08 feet to the terminus;

The sidelines of the above described strip of land shall be shortened or lengthened to intersect at angle points, said Easterly margin and said North margin.



EXHIBIT "C"



SCALE: HORIZONTAL 1"=160' VERTICAL N/A	For: COVENANT LIVING		JOB NUMBER 6411
			6411L.008.DOC
	Title: PERMANENT EASEMENT FOR UTILITIES		SHEET 8 of 9

LANKTREE
LAND SURVEYING, INC.
25510 74TH AVENUE SOUTH
KENT, WA 98032
PHONE: (253) 653-6423
FAX: (253) 793-1616
WWW.LANKTREELANDSURVEYING.COM

DESIGNED	DRAWN	CHECKED	APPROVED	DATE
XXX	JRW	XXX	TSL	08/22/2025

EXHIBIT "C"

LINE TABLE

LINE	DIST	BEARING
L1	48.76'	S17°27'49"E
L2	107.35'	N73°06'10"E
L3	27.31'	S61°57'54"E
L4	168.29'	S16°46'05"E
L5	163.79'	S24°26'15"E
L6	95.92'	S33°09'39"E
L7	14.23'	S42°14'15"E
L8	81.59'	S42°14'15"E
L9	82.87'	S59°59'12"E
L10	76.34'	S67°47'25"E
L11	45.20'	N76°12'41"W

LINE TABLE

LINE	DIST	BEARING
L12	12.21'	S76°12'41"E
L13	50.27'	S84°32'19"E
L14	75.51'	S42°44'30"E
L15	111.87'	S00°32'54"W
L16	79.39'	S31°59'56"E
L17	52.38'	S01°50'49"W
L18	106.07'	S09°00'32"W
L19	72.43'	S02°27'10"W
L20	15.08'	N06°53'09"E
L21	26.42'	N54°02'31"E



SCALE: HORIZONTAL N/A VERTICAL N/A

LANKTREE
LAND SURVEYING, INC.
25510 74TH AVENUE SOUTH
KENT, WA 98032
PHONE: (253) 653-6423
FAX: (253) 793-1616
WWW.LANKTREELANDSURVEYING.COM

For: COVENANT LIVING

Title: PERMANENT EASEMENT FOR UTILITIES

JOB NUMBER 6411

6411L.008.DOC

SHEET 9 of 9

DESIGNED XXX | DRAWN JRW | CHECKED XXX | APPROVED TSL | DATE 08/22/2025

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6812
November 18, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6812: Amendment to Interlocal Agreement for Jail Services with South Correctional Entity (SCORE)	☐ Discussion Only ☒ Action Needed: ☒ Motion ☐ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Authorize the City Manager to execute the amendment to the interlocal agreement with SCORE.	

DEPARTMENT:	Police
STAFF:	Michelle Bennett, Interim Police Chief Jeff Magnan, Police Services Commander
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Amendment to Interlocal Agreement for Inmate Housing with South County Correctional Entity (SCORE) 2. Interlocal Agreement with SCORE
CITY COUNCIL PRIORITY:	n/a

AMOUNT OF EXPENDITURE	$ 55,620
AMOUNT BUDGETED	$ 55,620
APPROPRIATION REQUIRED	$ n/a

EXECUTIVE SUMMARY

The purpose of this agenda bill is to authorize an amendment to the interlocal agreement with the South Correctional Entity (SCORE) jail for jail services (see Exhibit 1).

- Under State law, the City of Mercer Island is responsible for paying all jail costs associated with housing individuals for violations of misdemeanor level crimes occurring within the City.
- The City maintains contracts with the Issaquah City Jail, SCORE, and King County Jail. The Issaquah City Jail and SCORE are used for misdemeanor bookings, while the King County Jail is used primarily for felony bookings.
- The City utilizes the Issaquah City Jail as the primary jail service for cost efficiency and accessibility.
- Since 2011, the City has also maintained an Interlocal Agreement (ILA) with SCORE (see Exhibit 2), which provides back-up jail services when the Issaquah Jail is at capacity and serves individuals being booked on misdemeanor charges with medical or psychological conditions.
- From 2023-2024, the City's annual cost for use of SCORE facilities has been approximately $54,000 per year and usage patterns are not expected to change.
- Effective January 1, 2026, SCORE's Administrative Board adopted increases in their daily housing rates, daily rate surcharges and booking fees. The rate adjustment requires an amendment to the ILA.
- The cost of the rate adjustment in 2026 will be absorbed in the Police Department's budget.

BACKGROUND

Under State law, the City of Mercer Island is responsible for paying all jail costs associated with housing individuals for violations of misdemeanor level crimes occurring within the City. The state pays for housing individuals for felony level crimes. The City maintains contracts with the Issaquah City Jail, SCORE, and King County Jail. The Issaquah City Jail and SCORE are used for misdemeanor bookings, while the King County Jail is used primarily for felony bookings.

The City utilizes the Issaquah City Jail as the primary jail service for cost efficiency and accessibility. Since 2011, the City has also maintained an Interlocal Agreement (ILA) with SCORE (see Exhibit 2), which provides back-up jail services when the Issaquah jail is at capacity and serves individuals being booked on misdemeanor charges with medical or psychological conditions.

From 2022-2024, the City's cost for use of SCORE facilities has been about $50,000 per year and usage patterns are not expected to change.

ISSUE/DISCUSSION

Effective January 1, 2026, SCORE's Administrative Board adopted increases in their daily housing rates, daily rate surcharges, and booking fees outlined in Table 1. SCORE also created a Virtual Court Admin Fee to recover costs associated of court hearing integration (see Exhibit 1).

Table 1 – SCORE Rates

Daily Housing Rates	**2025 Rate Structure**	**2026 Rate Structure**
General Population	$148.28	$155.69
Daily Rate Surcharges		
Mental Health – Residential Beds	$170.32	$244.07
Medical Acute Beds	$232.45	$244.07
Booking Fee	$80.00	$75.00
Virtual Court Admin Fee	N/A	$75.00

The budgeted amount for SCORE services in 2026 is $55,620. This budget anticipated an increase in SCORE rates and no additional budget resources are required.

RECOMMENDED ACTION

Authorize the City Manager to execute the amendment to the interlocal agreement with SCORE for jail services as substantially shown in Exhibit 1 to AB 6812.

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

(Amending Exhibit A: Fees and Charges and Services. Amending Housing Agreement: Section 7.)

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated _____, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and _____, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated _____, as amended and as may be further amended from time to time (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

WHEREAS, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the "Agreement") with regard to fees and charges for such services as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) Amendment to Exhibit A. Daily Housing Rates, Daily Rate Surcharges, Booking Fee, Transport Fee and Virtual Court Admin Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates		
General Population – Guaranteed Beds	$155.69	No. of Beds: _____
General Population – Non-Guaranteed Beds	$223.83	
Daily Rate Surcharges:		
Mental Health – Residential Beds	$178.84	
Medical – Acute Beds	$244.07	
Mental Health – Acute Beds	$312.68	
Booking Fee	$95.00	
Transport/Security Fee	$94.00/hr.	
Virtual Court Admin Fee	$75.00	

Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges, and services will be annually adjusted each January 1st.

Section 3. **Effective Date of Amendment**. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2026, at 12:01 a.m.

Section 4. **Entire Agreement.** Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 5. **Severability**. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 6. **Headings**. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 7. **Execution.** This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

_____	_____
Signature	Signature
Title/Name Executive Director Devon Schrum_____	Title/Name:_____
NOTICE ADDRESS:	NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention: Devon Schrum

Email: dschrum@scorejail.org
Telephone: 206-257-6262

SCORE

SOUTH CORRECTIONAL ENTITY

Serving the Cities of: Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac, and Tukwila

Monday, September 16, 2019

City of Mercer Island
Attn. Chief Ed Holmes, Commander Jeff Magnan
C/O City Clerk Deborah Estrada
9611 SE 36th Street
Mercer Island, WA 98040-3732

RE: Executed - 2020 Interlocal Agreement for Inmate Housing [File 19-23]

Dear Chief Holmes and Commander Magnan,

On behalf of SCORE, I would like to thank you for your partnership and we appreciate the chance to offer our services, and we are pleased that you have decided to accept the 2020 Interlocal Agreement for Inmate Housing and have included a signed copy for your records.

We pride ourselves in providing quality services and welcome your feedback. We are available whenever you have questions, comments or suggestions. Please do not hesitate to call or e-mail Executive Director Schrum, Operations Chief Di Croce or myself personally, as we are happy to assist you.

We greatly appreciate this opportunity.

Sincerely,

Marilynn Montenegro
Communications & Contracts Manager
South Correctional Entity (SCORE)
206-257-6222
mmontenegro@scorejail.org

Enclosure

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and City of Mercer Island a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, SCORE was formed by its Member Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the City of Des Moines (the "SCORE Facility") to serve the Member Cities and federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means January 1, 2020.

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009, executed among the parties thereto for the purpose of forming SCORE, as it may be amended and restated from time to time.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate is clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Member City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher Daily Bed Rate – Non-Guaranteed, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE known by 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means _____.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A. Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5.TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.

B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.

C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE as provided in Exhibit F.

D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.

E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of

arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGAMS.

A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.

B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.

C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.

D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.

E. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services.

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Member City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited

to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

SECTION 17. INSURANCE.

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.

B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.

C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.

G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.

H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.

I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement

J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.

K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.

L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.

M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Devon Schrum
Signature

9-16-19
Date

City of Mercer Island
Contract Agency Name

Signature Jessi Bon, Interim City Manager

9/10/19
Date

ATTESTED BY:

Signature Deborah Estrada, City Clerk

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

Attention: Executive Director Devon Schrum

Email: dschrum@scorejail.org

Telephone: 206-257-6262

Fax: 206-257-6310

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

Name:

Title:

NOTICE ADDRESS:

City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040

Attention: Jeff Magnan

Email: jeff.magnam@mercergov.org

Telephone: (206) 275-7917

Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

Name:

Title:

Exhibit A

FEES AND CHARGES AND SERVICES

Daily Housing Rates:[1]		
General Population – Guaranteed	$128.00	Number of Beds: _____
General Population – Non-Guaranteed	$184.00	
Daily Rate Surcharges: [2]		
Mental Health – Residential Beds	$159.00	
Medical - Acute Beds	$217.00	
Mental Health – Acute Beds	$278.00	
Health Care Services: [3]		
In-Facility Care	Included	
Co-Payments	Inmate responsibility	
Outside Medical Services	Contract Agency billed	
Emergency Care	Contract Agency billed	
Pharmaceuticals	Medications billed to Contract Agency	
Transportation Fees:		
SCORE Officer Transport	$65.00/per hour	
Released at Member City Location[4]	Included	
Security Services:		
Hospital Security	$65.00/per hour	
Video Court:		
In-Custody Arraignment	Included	
Other Terms & Conditions:		

[1] Guaranteed Bed Rate
[2] Surcharges are in addition to daily bed rates and subject to bed availability.
[3] Guided by American Correctional Association and/or National Commission on Correctional Health Care.
[4] Auburn, Burien, Des Moines, Federal Way (Until 12/31/2019), Renton, SeaTac, Tukwila.

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.

2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.

   a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.

   b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.

   c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.

   d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. Compliance
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:

   a) The Prison Rape Elimination Act of 2003 (PREA)

   b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and

   c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

2. Monitoring
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:

   a) Site visits,

   b) Access to facility data, and

   c) Review of applicable documentation.

3. Contract Agency may terminate this Agreement

   a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or

   b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

4. The Contract Agency will terminate this Agreement

   a) Should SCORE elect to discontinue pursuit of PREA compliance;

   b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or

   c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
   a) Backpacks, suitcases, etc.
   b) Unpackaged food products.
   c) Food products in packaging that have been opened.
   d) Any type of weapon (includes pocket knives).
   e) Liquids.
   f) Helmets or any kind.
   g) Large items that will not fit into a common paper grocery bag.
   h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

Exhibit F

CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
    a) Is a violent offender or has displayed violent behavior during present or past incarcerations
    b) Is identified as a threat to law enforcement
    c) Is an escape risk

Exhibit G

BORROWING

One contracting agency may "borrow" another Contract Agency's Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6813
November 18, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6813: Sound Transit Roundabout Bill of Sale	☐ Discussion Only ☒ Action Needed: ☒ Motion ☐ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Authorize the City Manager to execute the Bill of Sale for the roundabout at North Mercer Way and 77th Ave SE.	

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations Patrick Yamashita, City Engineer
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Vicinity Map 2. Bill of Sale for the Roundabout at North Mercer Way and 77th Ave SE
CITY COUNCIL PRIORITY:	3. Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks.

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to accept the roundabout and associated improvements constructed by the Central Puget Sound Regional Transit Authority (Sound Transit) as part of the North Mercer Way roundabout and sidewalk improvements at 77th Avenue SE (Exhibit 1). Acceptance is through an instrument called a "Bill of Sale" (Exhibit 2), a legal document used to transfer ownership of the improvements to the City.

- Sound Transit constructed a roundabout at the intersection of North Mercer Way and 77th Avenue SE to mitigate traffic impacts associated with the East Link light rail extension on Mercer Island.
- Acceptance is necessary for the City to own and operate the roundabout on North Mercer Way as part of its street system.
- Prior to the construction, the City's existing North Mercer Way right of way was not large enough to accommodate the entire footprint of the roundabout and related improvements. Sound Transit acquired two parcels of land abutting the north side of North Mercer Way to expand the right-of-way and build a portion of the improvements.
- Sound Transit dedicated the parcels to the City as right of way and provided a Bill of Sale to transfer the improvements constructed on the parcels in 2024. (AB6566).
- Sound Transit has provided a subsequent Bill of Sale (Exhibit 2) to transfer the roundabout and associated improvements to the City.

BACKGROUND

Sound Transit's East Link extension brings light rail from Seattle to the eastside, crossing Mercer Island on its way to south Bellevue with a final destination in Redmond. Improvements on Mercer Island include a light rail station located across the street from the North Mercer Park-and-Ride and additional improvements that focus on bus/rail integration and traffic flow. These project elements include a roundabout and related improvements at the intersection of North Mercer Way and 77th Avenue SE (Exhibit 1), two traffic signals at SE 27th Street/80th Avenue SE and at North Mercer Way/76th Avenue SE.

During the planning and design of the roundabout, Sound Transit determined that there was insufficient right-of-way available to accommodate the large footprint of the roundabout. Two private parcels of land located on the north side of the North Mercer Way/77th Avenue SE intersection were acquired by Sound Transit to secure enough land to make improvements with the understanding that the roundabout improvements would be transferred to the City following construction. This was intended to occur in two parts. The first was the transfer of the two parcels to the City through right of way dedication and the improvements on the parcels through a Bill of Sale (AB 6566) in 2024. The second part, acceptance of the Bill of Sale (Exhibit 2) for the roundabout and related improvements in North Mercer Way is the purpose of this agenda bill.

ISSUE/DISCUSSION

The roundabout construction is substantially complete and open for public use. Sound Transit has provided a Bill of Sale (Exhibit 2) to transfer the new roundabout and related improvements in North Mercer Way to the City. It includes a description and graphical depiction of the improvements. The bill of sale is an instrument used to transfer ownership of the improvements at no cost to the City and allows the City to operate it as part of its street system. The City Engineer and City Attorney have reviewed the Bill of Sale and find it acceptable.

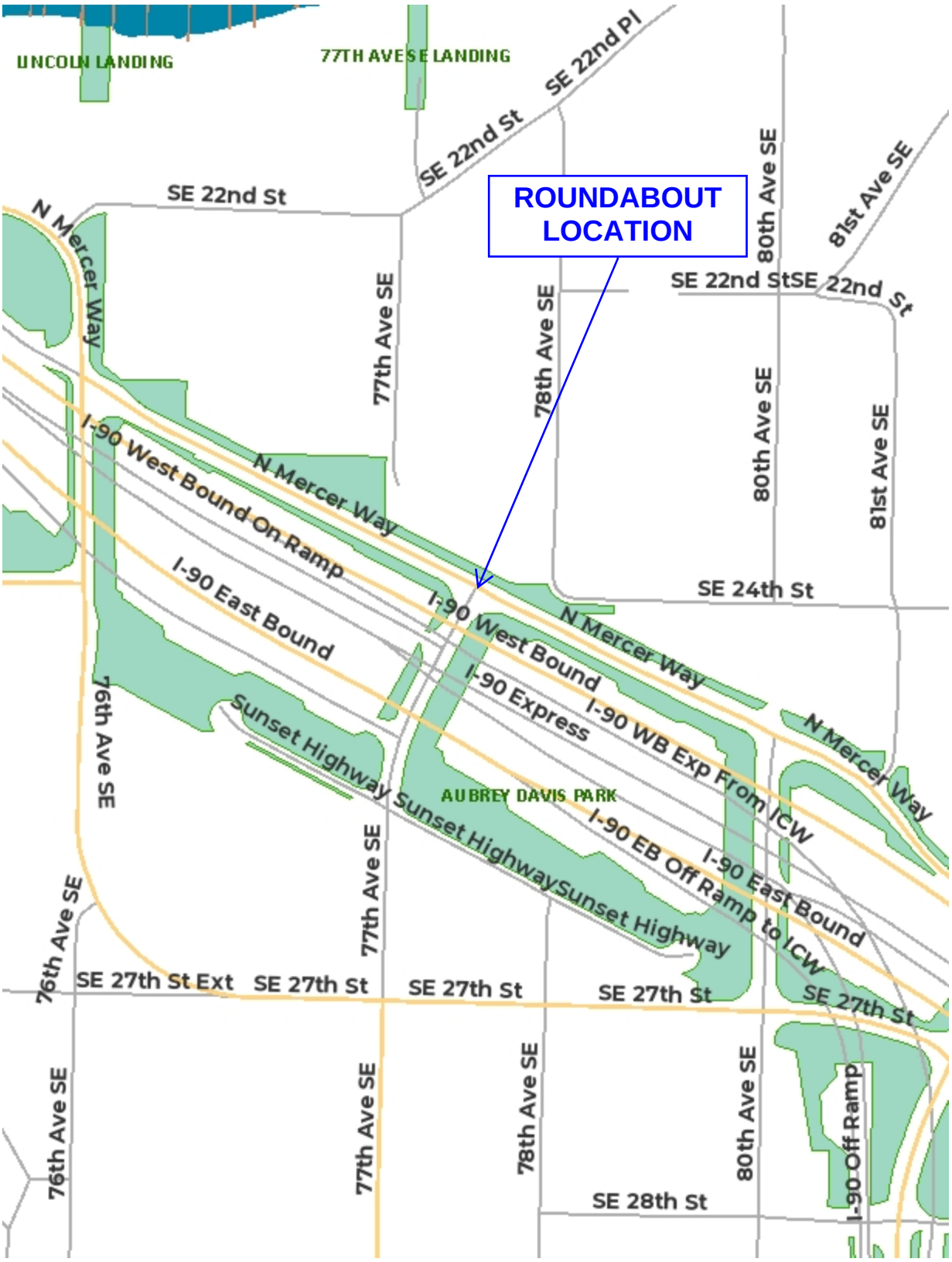
NEXT STEPS

Following authorization by the City Council, staff will update the City's GIS maps to reflect the changes and take over operation and maintenance of the improvements.

RECOMMENDED ACTION

Authorize the City Manager to execute the Bill of Sale for the roundabout at North Mercer Way and 77th Ave SE substantially in the form included as Exhibit 2.

Roundabout Vicinity Map





Legend

- Docks
- Shoreline
- Major Roads
- Street Centerline
- Parks

1: 3,826

487.8 0 243.89 487.8 Feet

Disclaimer: These maps were developed by the City of Mercer Island and are intended to be a general purpose digital reference tool. These maps are not an accepted legal instrument for describing, establishing, recording or maintaining descriptions for property concerns or boundaries. The City makes no representation or warranty with respect to the accuracy or currency of these data sets, especially in regard to labeling of surveyed dimensions, or agreement with official sources such as records of survey, or mapped locations of features.

273 Mercer Island

Map Printed: October 8, 2025

Notes

Bill of Sale

Grantor(s): **Central Puget Sound Regional Transit Authority**

Grantee: **City of Mercer Island**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington (“Sound Transit”) does hereby grant, transfer, convey, and sell to the CITY OF MERCER ISLAND, a Washington municipal corporation (the "City"), all its present and future right, title and any interest in and to the facilities and all appurtenances thereto located on North Mercer Way, as depicted in Exhibit A and B, from approximately 215 feet west of the center line of 77th Avenue SE to approximately 630 feet east of said point, including but not limited to the following.

- Concrete roadway pavement – 26,544 square feet (SF)
- Asphalt roadway pavement – 2,444 SF
- Traffic roundabout -1293 SF, and splitter islands -1708 SF, at the Intersection of N Mercer Way and 77 Ave SE
- Concrete sidewalk – 1217 SF
- 14 foot wide shared use asphalt path – 5456 SF
- Pedestrian crossing comprised of ADA ramps detectable warning, pavement marking, and associated curbs.
- Stormwater catch basins, type 1 and 2, and associated pipes to convey stormwater – seven total.
- Street light poles, base, associated conduit, junction boxes and luminaires - seven.
- Electrical service cabinet and associated hardware to support the street lighting and irrigation – one.
- Signing and channelization related to the roundabout traffic operation.
- Soldier pile wall with 30 inch diameter shafts, concrete lagging and anti graffiti coating.

- Landscaping including trees, plantings, sod and mulch along sidewalks and in the roundabout. – 6,305 SF
- Irrigation system including all controllers, pipes, meters, water service,valves and associated components.
- 8 inch ductile iron water main including associated valves, tee, meters and blocking – 35 linear feet.

Sound Transit, on behalf of itself and its successors and assigns, covenants and agrees that Sound Transit is the owner of said facilities and has good right and authority to sell the same and that it will, and does, hereby warrant title to said facilities and agrees to defend and hold harmless he City and its successors and assigns against each and every person or persons who lawfully claims any right, title, or interest in or to the same. Sound Transit hereby assigns any warranty provided by Sound Transit's contractor on the East Link Project regarding construction of the above-described facilities to the City and the City accepts the assignment and shall henceforth be responsible for the enforcement of the warranty.

Sound Transit hereby assigns any and all warranties provided by Sound Transit's contractor on the East Link Project regarding construction of the above described facilities to the City in order to enable the City to address directly with the contractor any defects in workmanship and materials.

This Bill of Sale is binding upon and shall inure to the benefit of Sound Transit and the City and their respective successors and assigns.

Dated and signed on this_____ day of_____, 20_____.
Day Month Year

Grantor**: Central Puget Sound Regional Transit Authority**

By: _____

Its: Acting Director Real Property

Approved as to Form

By: _____
Sound Transit Legal Counsel

STATE OF WASHINGTON }
} *SS.*
COUNTY OF KING }

This record was acknowledged before me on _____ (date) by Clinton S. Dameron as Acting Director Real Property of **Central Puget Sound Regional Transit Authority**.

Signature: _____

Notary Public in and for the State of Washington

My commission expires: _____

Dated: _____

Dated and signed on this _____ day of _____, 20_____.
Day Month Year

Grantee**:**

By: _____

Its: _____

STATE OF WASHINGTON }
} *SS.*
COUNTY OF KING }

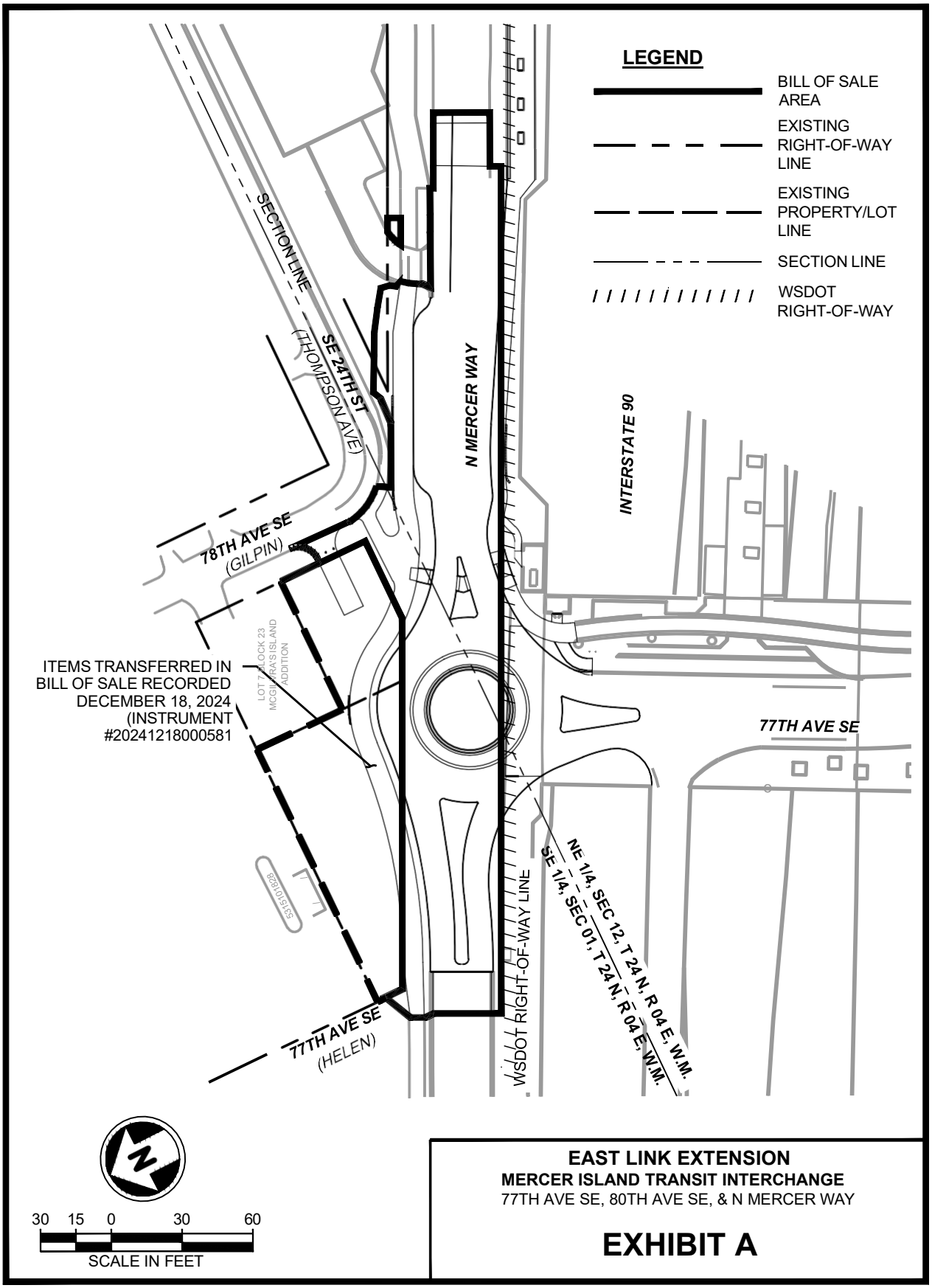
This record was acknowledged before me on _____ (date) by _____ (name) as _____ (title) of **City of Mercer Island**.

Signature: _____

Notary Public in and for the State of Washington

My commission expires: _____

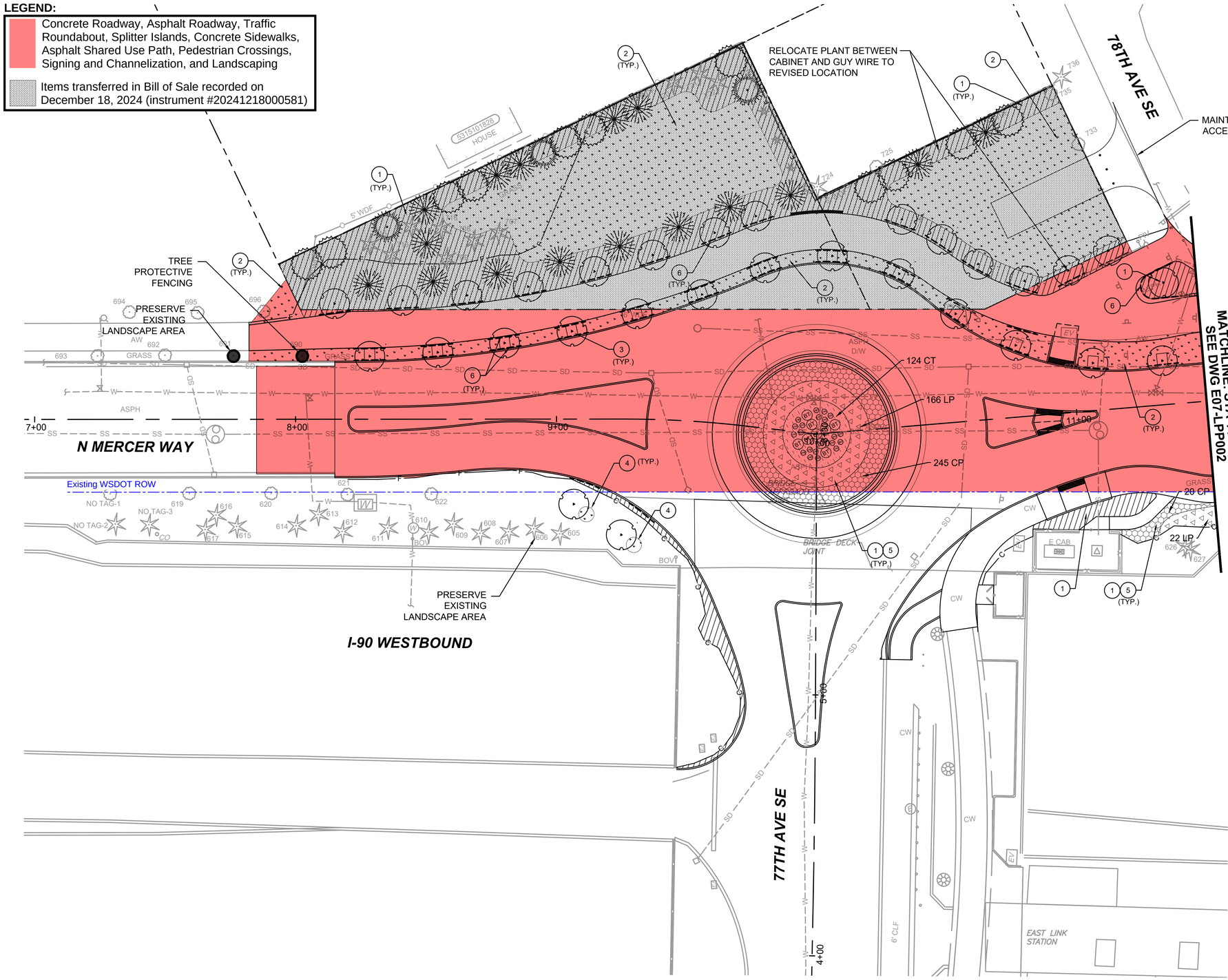
Dated: _____


LEGEND
BILL OF SALE AREA
EXISTING RIGHT-OF-WAY LINE
EXISTING PROPERTY/LOT LINE
SECTION LINE
WSDOT RIGHT-OF-WAY
SECTION LINE
SE 24TH ST
(THOMPSON AVE)
N MERCER WAY
INTERSTATE 90
78TH AVE SE
(GILPIN)
ITEMS TRANSFERRED IN BILL OF SALE RECORDED DECEMBER 18, 2024 (INSTRUMENT #20241218000581
LOT 7, BLOCK 23 MCGILVRA'S ISLAND ADDITION
77TH AVE SE
77TH AVE SE
(HELEN)
WSDOT RIGHT-OF-WAY LINE
NE 1/4, SEC 12, T 24 N, R 04 E, W.M.
SE 1/4, SEC 01, T 24 N, R 04 E, W.M.
30 15 0 30 60
SCALE IN FEET
EAST LINK EXTENSION
MERCER ISLAND TRANSIT INTERCHANGE
77TH AVE SE, 80TH AVE SE, & N MERCER WAY
EXHIBIT A

LEGEND:

Concrete Roadway, Asphalt Roadway, Traffic Roundabout, Splitter Islands, Concrete Sidewalks, Asphalt Shared Use Path, Pedestrian Crossings, Signing and Channelization, and Landscaping

Items transferred in Bill of Sale recorded on December 18, 2024 (instrument #20241218000581)



LANDSCAPE NOTES:

1. PREPARE PLANTING BEDS WITH PLANTING AREA SOIL AS PER DETAIL 1, DRAWING NO. E07-LPD002.
2. PREPARE ALL SOD LAWN AREA SOILS PER DETAIL 3, DRAWING NO. E07-LPD002.
3. PREPARE ALL STREET TREE PLANT PITS PER DETAIL 1, DRAWING NO. E07-LPD001
4. RESTORE DISTURBED AREAS PER DETAIL 2, DRAWING NO. E07-LPD002.
5. INSTALL GROUNDCOVERS AND / OR SHRUBS PER DETAILS 4 AND 5, DRAWING NO. E07-LPD0001.
6. INSTALL ROOT BARRIER PER DETAIL 1, DRAWING NO. E07-LPD001.

GENERAL NOTES

1. SEE DRAWING NO. E07-LPP002 FOR PLANTING SCHEDULE, PLANT SYMBOLS AND HATCH LEGEND.
2. SEE DRAWING NO. E07-LPD002 FOR SOIL PREPARATION.
3. SEE DRAWING NO. E07-LPD001 FOR PLANTINGS DETAILS.
4. SEE DRAWING NOS. E07-CRP001 THROUGH E07-CRP003, ROADWAY AND PAVING PLAN FOR HARDSCAPING.
5. SEE DRAWING NOS. E07-LRP001 THROUGH E07-LRP003 FOR IRRIGATION PLAN.

LEGEND

- SOD
- BARK OR WOOD CHIP MULCH
- ROOT BARRIER
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING DECIDUOUS TREE TO REMAIN

EXHIBIT B

20 10 0 20 40
SCALE IN FEET

FINAL AS BUILT

No.	DATE	DSN	CHK	APP	REVISION
0	5/31/2024	RAKO	MLF	AOW	FINAL AS BUILT

DESIGNED BY: J. GAGE
DRAWN BY: G. KING
CHECKED BY: D. LIFTIN
APPROVED BY: J. GAGE

DAVID EVANS AND ASSOCIATES INC.
14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500

LINE IS 1" AT FULL SCALE

SOUNDTRANSIT

SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:	DATE:
A. WILEN	2/4/2022	M. LU	2/4/2022	2/4/2022

SCALE: 1"=20'
FILENAME: E135-E07-LPP001-003
CONTRACT No.: RTA/AE 0072-19

EAST LINK EXTENSION
MERCER ISLAND TRANSIT INTERCHANGE
77TH AVE SE, 80TH AVE SE, & N MERCER WAY

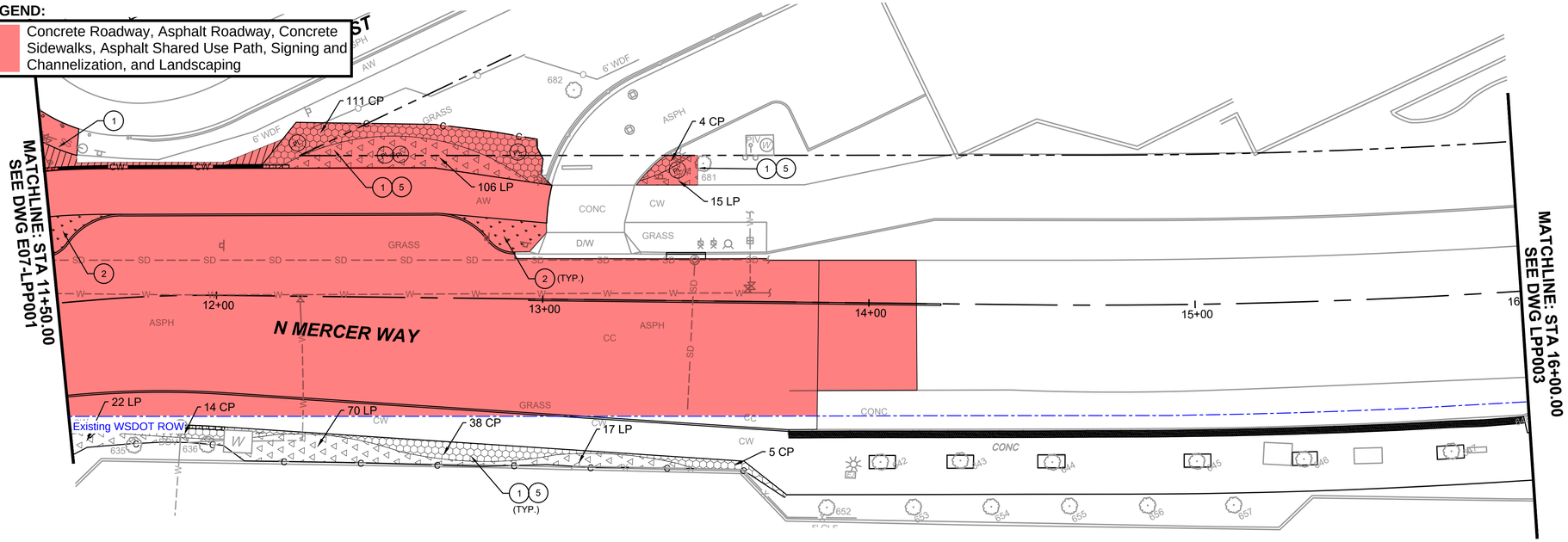
LANDSCAPE PLAN

DRAWING No.: **E07-LPP001**
LOCATION ID: E07
SHEET No.: 101 OF 109
REV: 0

04/24/25 | 1:55 PM | OXA
P:\S\STRA\000008710400CAD\TT\SHEET\SIE135-E07-LPP001-003.DWG

LEGEND:

Concrete Roadway, Asphalt Roadway, Concrete Sidewalks, Asphalt Shared Use Path, Signing and Channelization, and Landscaping



LANDSCAPE NOTES:

1. PREPARE PLANTING BEDS WITH PLANTING AREA SOIL AS PER DETAIL 1, DRAWING NO. E07-LPD002.
2. PREPARE ALL SOD LAWN AREA SOILS PER DETAIL 3, DRAWING NO. E07-LPD002.
5. INSTALL GROUNDCOVERS AND / OR SHRUBS PER DETAILS 4 AND 5, DRAWING NO. E07-LPD0001.

GENERAL NOTES

1. SEE DRAWING NO. E07-LPP002 FOR PLANTING SCHEDULE, PLANT SYMBOLS AND HATCH LEGEND.
2. SEE DRAWING NO. E07-LPD002 FOR SOIL PREPARATION.
3. SEE DRAWING NO. E07-LPD001 FOR PLANTINGS DETAILS.
4. SEE DRAWING NOS. E07-CRP001 THROUGH E07-CRP003, ROADWAY AND PAVING PLAN FOR HARDSCAPING.
5. SEE DRAWING NOS. E07-LRP001 THROUGH E07-LRP003 FOR IRRIGATION PLAN.

PLANTING SCHEDULE

BOTANICAL NAME	COMMON NAME	SIZE	COND	SPACING	QTY	REMARKS	* USDA PLANT HARDINESS ZONE	DROUGHT TOLERANT
TREES								
PINUS CONTORTA	SHORE PINE	8' HT.MIN.	B&B	PER PLAN	3	WELL BRANCHED	4 - 10, NATIVE	YES
CALOCEDRUS DECURRENS	INCENSE CEDAR	8' HT.MIN.	B&B	PER PLAN	16	WELL BRANCHED	5 - 8	YES
THUJA PLICATA 'HOGAN'	HOGAN CEDAR	8' HT.MIN.	B&B	PER PLAN	11	WELL BRANCHED	6 - 8	NO
PARROTIA PERSICA	PERSIAN SPIRE PARROTIA	2" CAL. MIN.	B&B	PER PLAN	30	WELL BRANCHED	5	YES
CARPINUS BETULUS 'FASTIGIATA'	COLUMNAR HORNBEAM	2" CAL. MIN.	B&B	PER PLAN	12	WELL BRANCHED	4 - 8b	YES
POPULUS TREMULATA 'ERECTA'	SWEDISH COLUMNAR ASPEN	2" CAL. MIN.	B&B	PER PLAN	12	WELL BRANCHED	2 - 5	NO
SHRUBS								
CORNUS SERICEA	RED OSIEA DOGWOOD	8' HT.MIN.	B&B	PER PLAN	29	MULTI- LEADER	5 - 9, NATIVE	YES
COTONEASTER LACTEUS	PARNEY COTONEASTER	25" - 36"	5 GAL	5' OC	99	FULL, WELL BRANCHED	6 - 8	YES
PHILADELPHUS LEWISII	MOCK ORANGE	25" - 36"	5 GAL	PER PLAN	5	FULL, WELL BRANCHED	4 - 7, NATIVE	YES
BERBERIS THUNBERGII 'O'BYRNE'	SUNJOY TANGELO BARBERRY	18" - 24"	2 GAL	PER PLAN	9	FULL, WELL BRANCHED	4 - 8	YES
THUJA OCCIDENTALIS "CONGABE"	FIRE CHIEF GLOBE ARBORVITAE	18" - 24"	2 GAL	PER PLAN	20	FULL, WELL BRANCHED	2 - 7	YES
CISTUS x PULVERULENTUS 'SUNSET'	MAGENTA ROCK ROSE	8" - 12"	1 GAL	24" OC	575	FULL, WELL BRANCHED	8 - 11	YES
LONICERA PILEATA	HONEYSUCKLE	8" - 12"	1 GAL	24" OC	604	FULL, WELL BRANCHED	6 - 8	YES
SPIRAEA JAPONICA	GOLDFLAME	8" - 12"	1 GAL	30" OC	794	FULL, WELL BRANCHED	4 - 9	YES
GROUNDCOVER / GRASSES								
CAREX COMANS 'FROSTED CURLS'	NEW ZEALAND HAIR GRASS	8" - 12"	1 GAL	24" OC	496	FULL	6 - 10	NO
PRUNUS LAUROCERASUS 'MOUNT VERNON'	MOUNT VERNON LAUREL	8" - 12"	1 GAL	24" OC	861	FULL, WELL BRANCHED	6 - 9	NO
CEANOTHUS GLORIOSUS var. THYRSIFLORUS 'LOUIS EDMONDS'	PT. REYES	4" - 6"	1 GAL	24" OC	124	FULL, WELL BRANCHED	4 - 9	YES NO
SOD					6,238 SF			
ROCK MATERIAL								
STREAMBED BOULDER 6-MAN		54" - 60"			11			
STREAMBED BOULDER 4-MAN		36" - 48"			9			

* NOTE:
USDA PLANT HARDINESS ZONE FOR MERCER ISLAND, WA IS ZONE 8b

LEGEND

- SOD
- BARK OR WOOD CHIP MULCH
- ROOT BARRIER
- EXISTING EVERGREEN TREE TO REMAIN
- EXISTING DECIDUOUS TREE TO REMAIN

EXHIBIT B

20 10 0 20 40
SCALE IN FEET

FINAL AS BUILT

No.	DATE	DSN	CHK	APP	REVISION
A	2/18/2022	OXA	AOW	AOW	CO #001
0	5/31/2024	RAKO	MLF	AOW	FINAL AS BUILT

DESIGNED BY: J. GAGE
DRAWN BY: G. KING
CHECKED BY: D. LIFTIN
APPROVED BY: J. GAGE

DAVID EVANS AND ASSOCIATES INC.
14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500

LINE IS 1" AT FULL SCALE

SUBMITTED BY: A. WILEN
DATE: 2/4/2022
REVIEWED BY: M. LU
DATE: 2/4/2022
DATE: 2/4/2022

SCALE: 1" = 20'
FILENAME: E135-E07-LPP001-003
CONTRACT No.: RTA/AE 0072-19

EAST LINK EXTENSION
MERCER ISLAND TRANSIT INTERCHANGE
77TH AVE SE, 80TH AVE SE, & N MERCER WAY

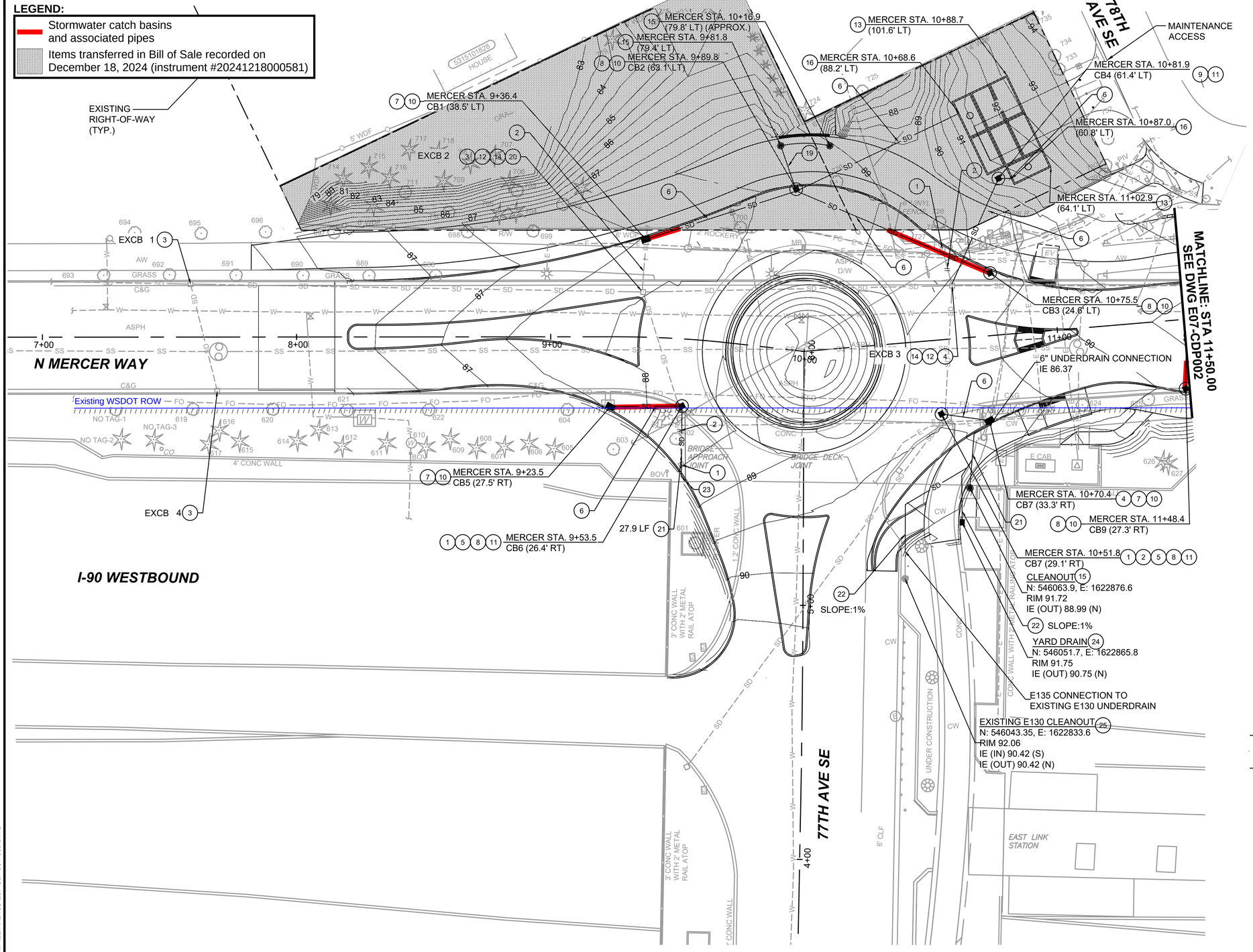
LANDSCAPE PLAN

DRAWING No.: E07-LPP002
LOCATION ID: E07
SHEET No.: 102 OF 109
REV: 0

04/24/25 | 1:56 PM | OXA
P:\SIS\TRA\000008704\00CAD\TT\SHEET\SIE135-E07-LPP001-003.DWG

LEGEND:

- Stormwater catch basins and associated pipes
- Items transferred in Bill of Sale recorded on December 18, 2024 (instrument #20241218000581)



DRAINAGE NOTES:

1. REMOVE EXISTING STRUCTURE.
2. REMOVE EXISTING PIPE.
3. PROTECT EXISTING STRUCTURE.
4. CONNECT TO EXISTING STRUCTURE.
5. CONNECT TO EXISTING PIPE.
6. INSTALL SCHEDULE A STORM SEWER PIPE 12-INCH DIAM. PIPE ZONE BEDDING AND BACKFILL PER WSDOT STD PLAN B-55.20-02.
7. INSTALL CATCH BASIN TYPE 1 PER WSDOT STD PLAN B-5.20-02.
8. INSTALL CATCH BASIN TYPE 2 48 IN. DIAM. PER WSDOT STD PLAN B-10.20-02.
9. INSTALL CATCH BASIN TYPE 2 54 IN. DIAM. WITH FLOW RESTRICTOR PER WSDOT STD PLANS B-10.40-01 AND B-30.90-02. SEE DETAIL ON SHEET E07-CDD005.
10. INSTALL BOLT-DOWN RECTANGULAR VANED GRATE PER WSDOT STD PLANS B-30.30-03 AND B-30.10-03.
11. INSTALL BOLT-DOWN CIRCULAR FRAME AND COVER PER WSDOT STANDARD PLAN B-30.70-04. FRAME SHALL READ "DRAIN".
12. ADJUST EXISTING STRUCTURE TO GRADE.
13. INSTALL FLOW CONTROL STRUCTURE. SEE DETAIL ON SHEET E07-CDD001 - E07-CDD004.
14. INSTALL BOLT-DOWN RECTANGULAR SOLID METAL COVER PER WSDOT STD PLANS B-30.20-04 AND B-30.10-03.
15. INSTALL 6-INCH DIAMETER UNDERDRAIN WITH CLEANOUTS WHERE SHOWN. SEE DETAILS ON SHEET E07-CDD005.
16. CONNECT PIPE TO DETENTION VAULT
19. INSTALL 6-INCH DRAIN PIPE. PIPE ZONE BEDDING AND BACKFILL PER WSDOT STD PLAN B-55.20-02.
20. PLUG HOLE IN EXISTING STRUCTURE.
21. INSTALL NEW 6" SDR SOLID PVC PIPE.
22. INSTALL NEW 4" SDR SOLID PVC PIPE.
23. INSTALL/ROUTE EXISTING DRAINAGE PIPE IN CB6. NEW UNDERDRAIN CONNECTION IS 6" SDR SOLID PVC PIPE.
24. INSTALL NEW 12"x12" YARD DRAIN. INSTALL NEW UNDERDRAIN WITH CONNECTION TO YARD DRAIN.
25. 6" DIAMETER UNDERDRAIN CLEANOUT WHERE SHOWN, PER CITY OF MERCER ISLAND STANDARD DETAIL S-19.

LEGEND:

- CB TYPE 1/ CONCRETE INLET
- CB TYPE 2
- STORM DRAIN PIPE
- REMOVE EX. FEATURE
- UNDERDRAIN PIPE
- CLEANOUT
- YARD DRAIN

EXHIBIT B

20 10 0 20 40
SCALE IN FEET

FINAL AS BUILT

No.	DATE	DSN	CHK	APP	REVISION
0	5/31/2024	RAKO	MLF	AOW	FINAL AS BUILT

DESIGNED BY: N. WONG
DRAWN BY: O. AHRENSFELD
CHECKED BY: M. FELIBERTI
APPROVED BY: A. WILEN

DAVID EVANS AND ASSOCIATES INC.
14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500

LINE IS 1" AT FULL SCALE

SUBMITTED BY: A. WILEN
DATE: 2/4/2022
REVIEWED BY: M. LU
DATE: 2/4/2022

SOUNDTRANSIT

SCALE: 1" = 20'
FILENAME: E135-E07-CDP001-003
CONTRACT No.: RTA/AE 0072-19
DATE: 2/4/2022

EAST LINK EXTENSION
MERCER ISLAND TRANSIT INTERCHANGE
77TH AVE SE, 80TH AVE SE, & N MERCER WAY

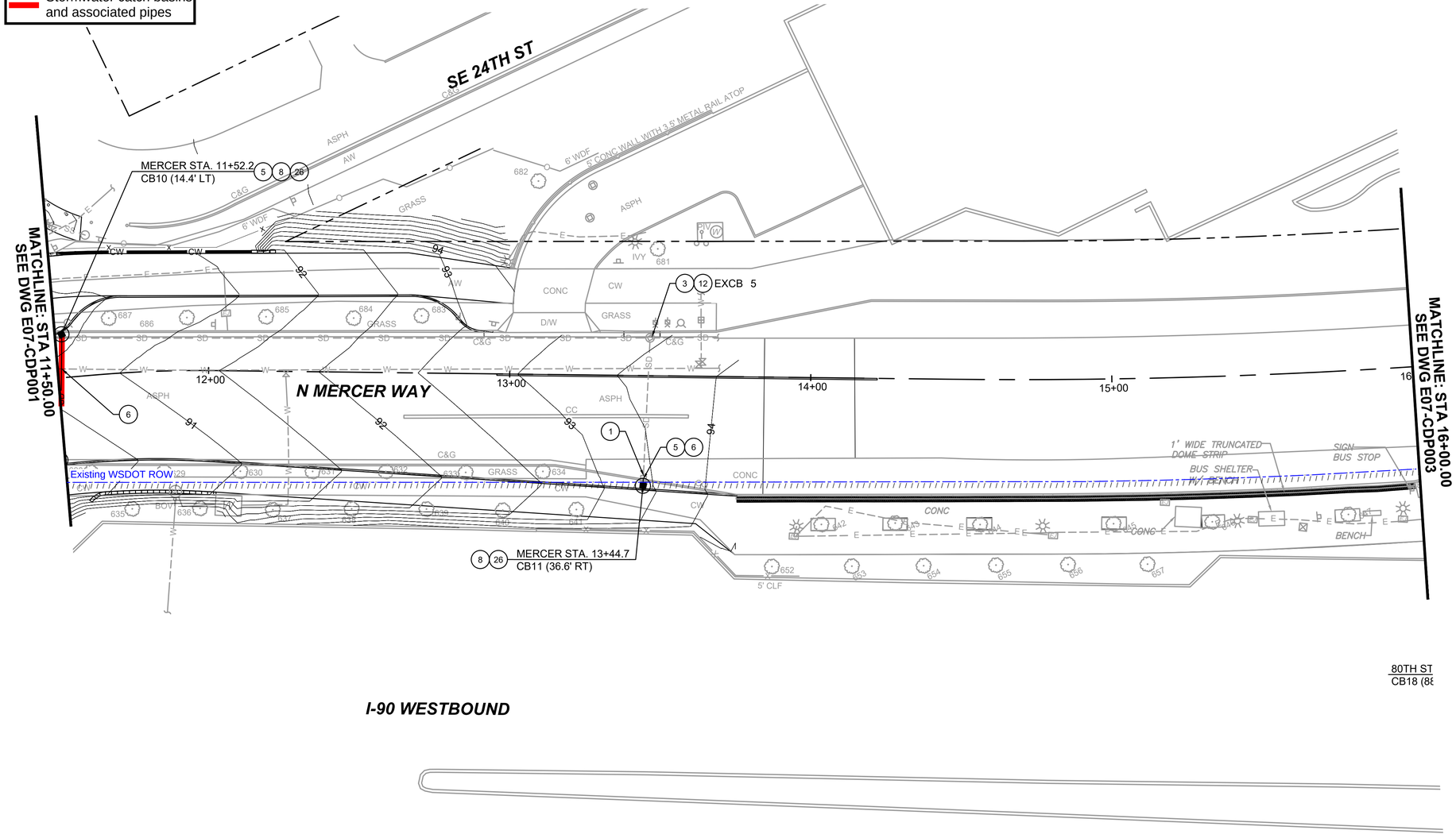
DRAINAGE PLAN

DRAWING No.: E07-CDP001
LOCATION ID: E07
SHEET No.: 33 OF 109
REV: 0

04/24/25 | 1:52 PM | OXA
P:\SSTRA\000008\7\040\CAD\TT\SHEETS\E135-E07-CDP001-003.DWG

LEGEND:

Stormwater catch basins and associated pipes



DRAINAGE NOTES:

1. REMOVE EXISTING STRUCTURE.
3. PROTECT EXISTING STRUCTURE.
5. CONNECT TO EXISTING PIPE.
6. INSTALL SCHEDULE A STORM SEWER PIPE 12-INCH DIAM. PIPE ZONE BEDDING AND BACKFILL PER WSDOT STD PLAN B-55.20-02.
8. INSTALL CATCH BASIN TYPE 2 48 IN. DIAM. PER WSDOT STD PLAN B-10.20-02.
12. ADJUST EXISTING STRUCTURE TO GRADE.
26. INSTALL WSDOT STANDARD HOODED FRAME AND GRATE.

LEGEND:

- CB TYPE 1/ CONCRETE INLET
- CB TYPE 2
- STORM DRAIN PIPE
- REMOVE EX. FEATURE
- UNDERDRAIN PIPE
- CLEANOUT
- YARD DRAIN

EXHIBIT B

20 10 0 20 40
SCALE IN FEET

FINAL AS BUILT

No.	DATE	DSN	CHK	APP	REVISION
0	5/31/2024	RAKO	MLF	AOW	FINAL AS BUILT

DESIGNED BY: N. WONG
DRAWN BY: O. AHRENSFELD
CHECKED BY: M. FELIBERTI
APPROVED BY: A. WILEN

DAVID EVANS AND ASSOCIATES INC.
14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500

LINE IS 1" AT FULL SCALE

SOUNDTRANSIT

SUBMITTED BY: A. WILEN
DATE: 2/4/2022
REVIEWED BY: M. LU
DATE: 2/4/2022
SCALE: 1" = 20'
FILENAME: E135-E07-CDP001-003
CONTRACT No.: RTA/AE 0072-19
DATE: 2/4/2022

EAST LINK PROJECT
MERCER ISLAND TRANSIT INTERCHANGE
77TH AVE SE, 80TH AVE SE, & N MERCER WAY

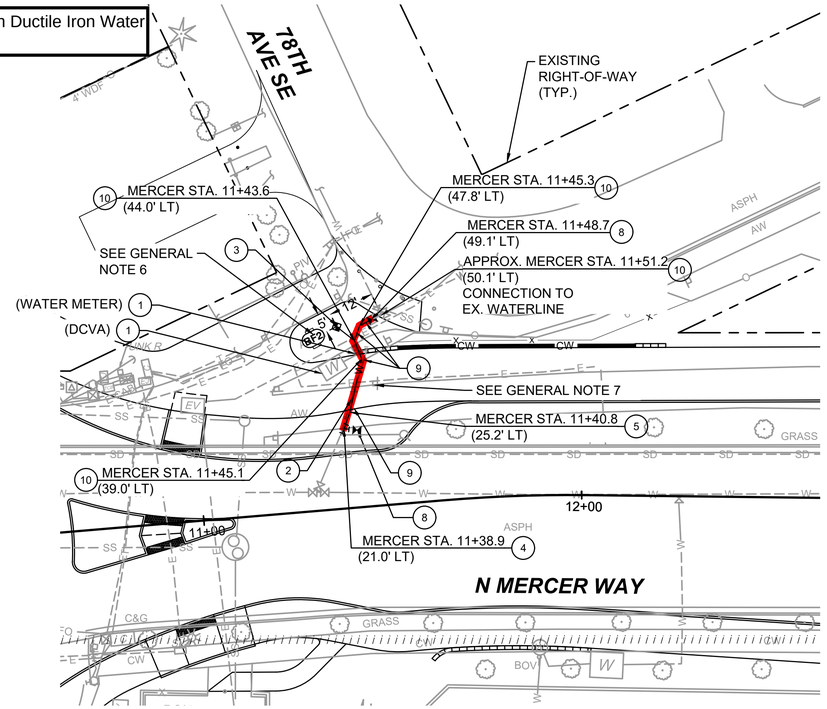
DRAINAGE PLAN

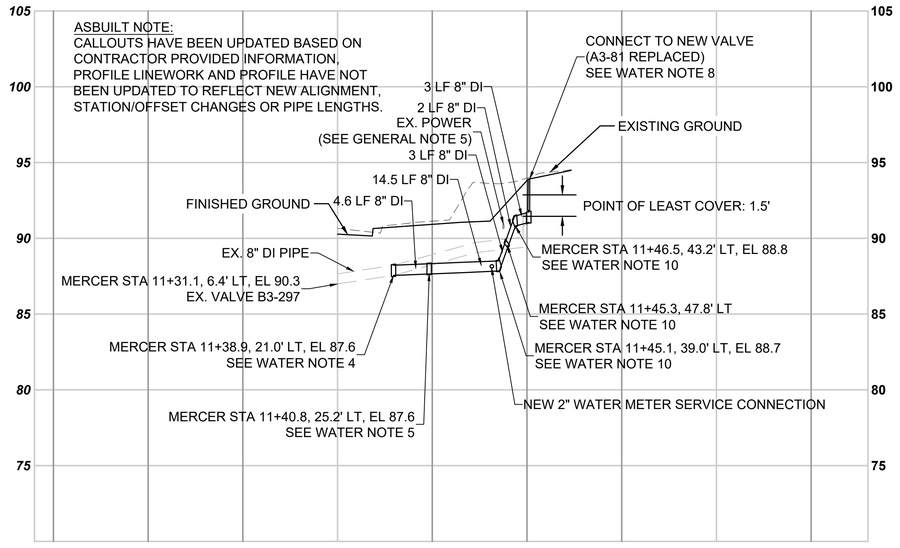
DRAWING No.: E07-CDP002
LOCATION ID: E07
SHEET No.: 34 OF 109
REV: 0

04/24/25 | 1:52 PM | OXA
P:\SIS\TRA\000008704\00CAD\TTISHEET\SIE135-E07-CDP001-003.DWG

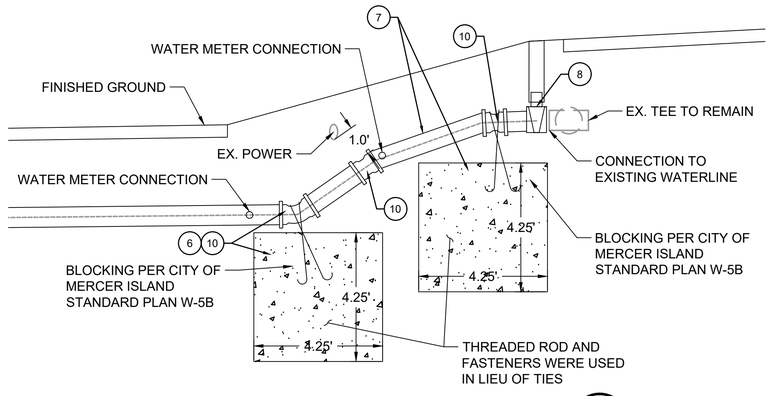
LEGEND:

8 inch Ductile Iron Water Main





WATERLINE PROFILE



WATERMAIN NEAR EX. POWER
NTS

2
E07-CWP001

WATER NOTES:

1. REMOVE EXISTING STRUCTURE.
2. REMOVE EXISTING PIPE (ACTUAL LOCATION VARIES).
3. INSTALL NEW 2" WATER METER AND ALL CONNECTION PARTS PER CITY OF MERCER ISLAND STD. PLAN W-14A. CONNECT TO NEW DCVA. REFER TO IRRIGATION PLANS FOR DOWNSTREAM CONNECTIONS.
4. REMOVE EXISTING TEE AND 6" GATE VALVE FOR HYDRANT. INSTALL NEW 8x8x6 TEE AND 6" GATE VALVE (FL X MJ) PER CITY OF MERCER ISLAND STD. PLAN W-24 WITH CONCRETE BLOCKING PER CITY OF MERCER ISLAND STD. PLAN W-5A.
5. INSTALL 11.25° BEND WITH HORIZONTAL BLOCKING PER CITY OF MERCER ISLAND STD. PLAN W-5A.
6. INSTALL 45° BEND WITH 35° VERTICAL ROTATION AND VERTICAL BLOCKING PER CITY OF MERCER ISLAND STD. PLAN W-5B.
7. INSTALL 45° BEND WITH 30° VERTICAL ROTATION AND VERTICAL BLOCKING PER CITY OF MERCER ISLAND STD. PLAN W-5B.
8. REMOVE EXISTING WATER VALVE (A3-81). INSTALL NEW 8" VALVE PER CITY OF MERCER ISLAND STD. PLANS W-7. CONNECT TO EXISTING TEE.
10. INSTALL BEND WITH VERTICAL ROTATION AND VERTICAL BLOCKING PER CITY OF MERCER ISLAND STD. PLAN W-5B.

GENERAL NOTES:

1. ROTATION ANGLES AT BENDS ARE APPROXIMATE. ALL FITTINGS SHALL BE RESTRAINED JOINT, METALUG OR AN APPROVED EQUAL. ALL FITTINGS SHALL BE APPROVED BY ENGINEER OF RECORD IN ADVANCE OF SUBMITTING TO CITY OF MERCER ISLAND FOR FINAL APPROVAL.
2. ALL PIPE SHALL BE DUCTILE IRON (DI) CLASS 52.
3. CONTRACTOR SHALL DO PURITY TESTING ON NEW WATERLINE FACILITY.
4. CONTRACTOR SHALL ISOLATE THE WATERLINE FACILITY AND COORDINATE SHUTDOWN WITH CITY OF MERCER ISLAND.
5. CONTRACTOR SHALL INSTALL WATERLINE TO ALLOW 1' MINIMUM CLEARANCE BETWEEN WATER AND POWER.
6. REFER TO IRRIGATION PLANS FOR NEW DCVA AND DOWNSTREAM CONNECTIONS TO 2" WATER METER.
7. EX. SIGN IS ADVANCED WARNING FOR DRIVEWAYS AT 77TH AVE NE. SIGN IS NO LONGER REQUIRED AND HAS BEEN REMOVED PER CHANNELIZATION AND SIGNING PLANS.

LEGEND:

- WATERMAIN PIPE
- REMOVE EX. FEATURE
- EX. / NEW WATER METER
- EX. / NEW GATE VALVE
- TEE
- DCVA

EXHIBIT B

HORIZONTAL: 20 10 0 20 40 — SCALE IN FEET

VERTICAL: 5 2.5 0 5 10 — SCALE IN FEET

FINAL AS BUILT

No.	DATE	DSN	CHK	APP	REVISION
0	5/31/2024	RAKO	MLF	AOW	FINAL AS BUILT

DESIGNED BY: R. KOESTER
DRAWN BY: O. AHRENSFELD
CHECKED BY: M. FELIBERTI
APPROVED BY: A. WILEN

DAVID EVANS AND ASSOCIATES INC.
14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500

LINE IS 1" AT FULL SCALE

SUBMITTED BY: A. WILEN | DATE: 9/6/2022 | REVIEWED BY: M. LU | DATE: 2/4/2022 | DATE: 2/4/2022

SCALE: 1" = 20'
FILENAME: E135-E07-UWP001
CONTRACT No.: RTA/AE 0072-19

EAST LINK EXTENSION
MERCER ISLAND TRANSIT INTERCHANGE
77TH AVE SE, 80TH AVE SE, & N MERCER WAY

WATERMAIN REPLACEMENT

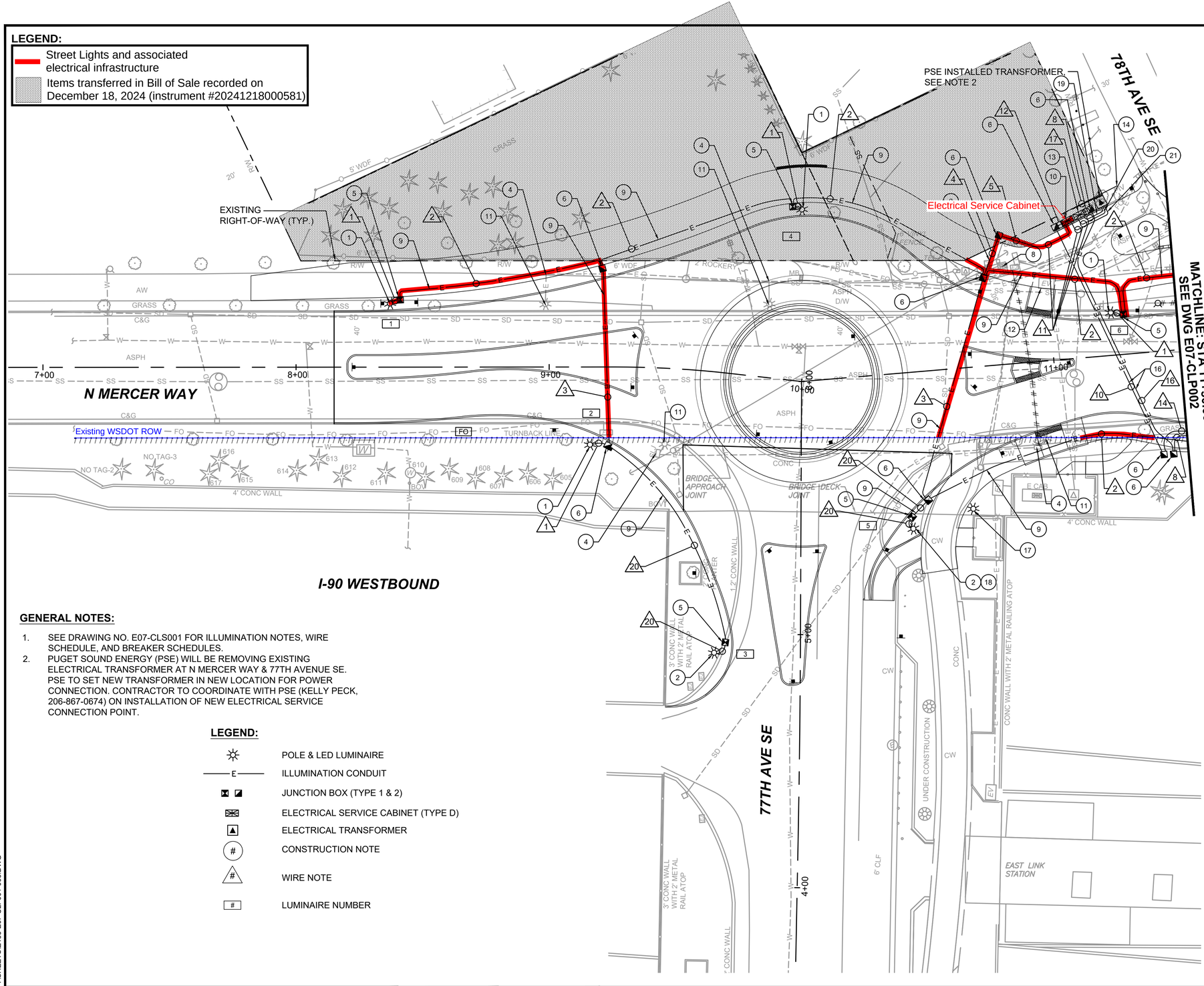
DRAWING No.: E07-UWP001
LOCATION ID: E07
SHEET No.: 47 OF 109
REV: 0

04/24/25 | 1:54 PM | OXA
P:\SIS\TRA\0000087\0400CAD\TTI\SHEETS\E135-E07-UWP001.DWG

LEGEND:

Street Lights and associated electrical infrastructure

Items transferred in Bill of Sale recorded on December 18, 2024 (instrument #20241218000581)



GENERAL NOTES:

1. SEE DRAWING NO. E07-CLS001 FOR ILLUMINATION NOTES, WIRE SCHEDULE, AND BREAKER SCHEDULES.
2. PUGET SOUND ENERGY (PSE) WILL BE REMOVING EXISTING ELECTRICAL TRANSFORMER AT N MERCER WAY & 77TH AVENUE SE. PSE TO SET NEW TRANSFORMER IN NEW LOCATION FOR POWER CONNECTION. CONTRACTOR TO COORDINATE WITH PSE (KELLY PECK, 206-867-0674) ON INSTALLATION OF NEW ELECTRICAL SERVICE CONNECTION POINT.

LEGEND:

- POLE & LED LUMINAIRE
- E — ILLUMINATION CONDUIT
- JUNCTION BOX (TYPE 1 & 2)
- ELECTRICAL SERVICE CABINET (TYPE D)
- ELECTRICAL TRANSFORMER
- (#) CONSTRUCTION NOTE
- △# WIRE NOTE
- [#] LUMINAIRE NUMBER

ILLUMINATION NOTES:

1. CONSTRUCT CONCRETE FOUNDATION AND INSTALL 25' CONCRETE POLE, EATON GAN GALLEON LED LUMINAIRE, HOUSE SIDE SHIELD, CONDUCTORS, AND ALL ASSOCIATED CONDUITS/BENDS PER CITY OF MERCER ISLAND STANDARD DETAIL IL-1B.
2. CONSTRUCT CONCRETE FOUNDATION PER ROADWAY LUMINAIRE FOUNDATION DETAIL ON E07-SWD004. INSTALL 25' CONCRETE POLE, EATON GAN GALLEON LED LUMINAIRE, HOUSE SIDE SHIELD, CONDUCTORS, AND ALL ASSOCIATED CONDUITS/BENDS PER CITY OF MERCER ISLAND STANDARD DETAIL IL-1B.
4. REMOVE EXISTING JUNCTION BOX AND CONDUIT ELBOWS/BENDS COMPLETELY. BACKFILL TO GRADE.
5. INSTALL TYPE 1 JUNCTION BOX PER WSDOT STD. PLAN J-40.10-04.
6. INSTALL TYPE 2 JUNCTION BOX PER WSDOT STD. PLAN J-40.10-04.
8. REMOVE EXISTING ELECTRICAL SERVICE CABINET, FOUNDATION, ASSOCIATED JUNCTION BOXES, AND CONDUIT ELBOWS COMPLETELY. COORDINATE WITH PSE TO CUT AND REMOVE UNMETERED POWER FEED FROM TRANSFORMER. CONTRACTOR TO THEN REMOVE WIRING AND ABANDON CONDUIT IN PLACE. BACKFILL TO FINISHED GRADE.
9. INSTALL CONDUIT PER WSDOT STD. PLAN J-10. PROOF CONDUIT ONCE INSTALLED PRIOR TO INSTALLATION OF CONDUCTORS.
10. CONSTRUCT AND INSTALL TYPE D ELECTRICAL SERVICE FOUNDATION AND CABINET PER WSDOT STD. PLAN J-10.21-00 AND J-10.10-03.
11. REMOVE EXISTING LUMINAIRE, FOUNDATION, AND CONDUIT ELBOWS COMPLETELY. CONTRACTOR TO REMOVE WIRING AND ABANDON CONDUIT IN PLACE. BACKFILL TO FINISHED GRADE.
12. CONTRACTOR TO COORDINATE CONDUIT CONNECTION TO EXISTING VAULT WITH PSE. CONTACT PSE AT LEAST 60 DAYS PRIOR TO CONSTRUCTION.
13. CONSTRUCT AND INSTALL POWER PEDESTAL FOUNDATION PER KING COUNTY METRO STANDARD PLAN D112. INSTALL 100 AMP SKYLINE ELECTRIC ALUMINUM PADMOUNT SERVICE CABINET WITH 60 AMP MAIN BREAKER, 25 AMP BREAKER FOR TECH PYLON, 20 AMP BREAKER FOR BUS SHELTERS, TWO 20 AMP SPARE BREAKERS, AND ONE 20 AMP GROUND FAULT RECEPTACLE BRANCH BREAKER.
14. POWER CONNECTION FOR IRRIGATION METER. COORDINATE WITH IRRIGATION PLANS AND MANUFACTURERS GUIDELINES ON ROUTING CONDUIT INTO THE CONTROLLER BASE.
16. INSTALL CONDUIT PER WSDOT STD. PLAN J-10. PROOF CONDUIT ONCE INSTALLED PRIOR TO INSTALLATION OF CONDUCTORS. INSTALLATION OF CONDUITS ON SOUTH SIDE OF N MERCER WAY ARE REQUIRED TO BE COMPLETED AS PART OF PHASE 1 WORK, INCLUDING POWER CONNECTION. CONTRACTOR MAY TEMPORARILY REMOVE CEMENT CONCRETE SIDEWALK TO FACILITATE INSTALLATION OF NEW CONDUIT/WIRING/JUNCTION BOXES. IF ROOTS ARE ENCOUNTERED, CONTRACTOR MUST PROTECT AND USE AIR SPADE TO EXCAVATE AROUND ROOTS FOR INSTALLATION OF CONDUIT. IF SIDEWALK IS REMOVED, CONTRACTOR TO RESTORE TO GRADE WITH ADA COMPLIANT SURFACING.
17. RELOCATE DECORATIVE LUMINAIRE TO 77TH STA. 5+50.00, 70'RT.
18. LUMINAIRE 5: BUILD FOUNDATION PER PEDESTRIAN LUMINAIRE DETAIL.
19. SOUND TRANSIT SERVICE CONNECTION CONDUIT.
20. KING COUNTY METRO SERVICE CONNECTION CONDUIT.
21. CITY OF MERCER ISLAND SERVICE CONNECTION CONDUIT.

EXHIBIT B

N

20 10 0 20 40

SCALE IN FEET

FINAL AS BUILT

No.	DATE	DSN	CHK	APP	REVISION
0	5/31/2024	RAKO	MLF	AOW	FINAL AS BUILT

DESIGNED BY: A. WILEN
DRAWN BY: O. AHRENSFELD
CHECKED BY: M. FELIBERTI
APPROVED BY: A. WILEN

DAVID EVANS AND ASSOCIATES INC.
14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500

LINE IS 1" AT FULL SCALE

SUBMITTED BY: A. WILEN | DATE: 2/4/2022 | REVIEWED BY: M. LU | DATE: 2/4/2022 | DATE: 2/4/2022

SCALE: 1" = 20'
FILENAME: E135-E07-CLP001-003
CONTRACT No.: RTA/AE 0072-19

EAST LINK EXTENSION
MERCER ISLAND TRANSIT INTERCHANGE
77TH AVE SE, 80TH AVE SE, & N MERCER WAY

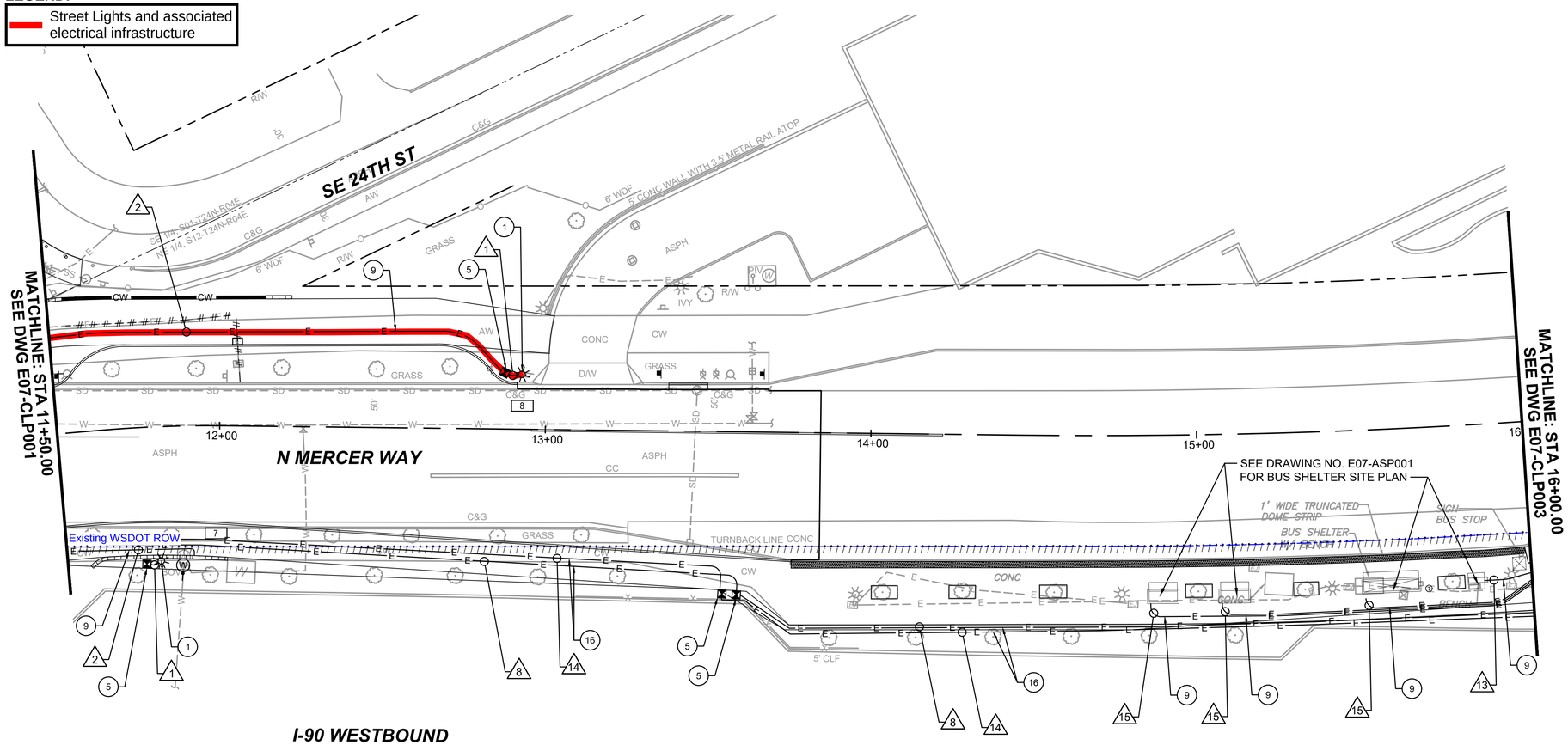
ILLUMINATION PLAN

DRAWING No.: E07-CLP001
LOCATION ID: E07
SHEET No.: 54 OF 109
REV: 0

04/24/25 | 2:05 PM | OXA
P:\S\STRA\0000087\0400CAD\TT\SHEET\SIE135-E07-CLP001-003.DWG

LEGEND:

Street Lights and associated electrical infrastructure



ILLUMINATION NOTES:

1. CONSTRUCT CONCRETE FOUNDATION AND INSTALL 25' CONCRETE POLE, EATON GAN GALLEON LED LUMINAIRE, HOUSE SIDE SHIELD, CONDUCTORS, AND ALL ASSOCIATED CONDUITS/BENDS PER CITY OF MERCER ISLAND STANDARD DETAIL IL-1B.
5. INSTALL TYPE 1 JUNCTION BOX PER WSDOT STD. PLAN J-40.10-04.
9. INSTALL CONDUIT PER WSDOT STD. PLAN J-10. PROOF CONDUIT ONCE INSTALLED PRIOR TO INSTALLATION OF CONDUCTORS.
16. INSTALL CONDUIT PER WSDOT STD. PLAN J-10. PROOF CONDUIT ONCE INSTALLED PRIOR TO INSTALLATION OF CONDUCTORS. INSTALLATION OF CONDUITS ON SOUTH SIDE OF N MERCER WAY ARE REQUIRED TO BE COMPLETED AS PART OF PHASE 1 WORK, INCLUDING POWER CONNECTION. CONTRACTOR MAY TEMPORARILY REMOVE CEMENT CONCRETE SIDEWALK TO FACILITATE INSTALLATION OF NEW CONDUIT/WIRING/JUNCTION BOXES. IF ROOTS ARE ENCOUNTERED, CONTRACTOR MUST PROTECT AND USE AIR SPADE TO EXCAVATE AROUND ROOTS FOR INSTALLATION OF CONDUIT. IF SIDEWALK IS REMOVED, CONTRACTOR TO RESTORE TO GRADE WITH ADA COMPLIANT SURFACING.

GENERAL NOTES:

1. SEE DRAWING NO. E07-CLS001 FOR ILLUMINATION NOTES, WIRE SCHEDULE, AND BREAKER SCHEDULES.
2. PUGET SOUND ENERGY (PSE) WILL BE REMOVING EXISTING ELECTRICAL TRANSFORMER AT N MERCER WAY & 77TH AVENUE SE. PSE TO SET NEW TRANSFORMER IN NEW LOCATION FOR POWER CONNECTION. CONTRACTOR TO COORDINATE WITH PSE (KELLY PECK, 206-867-0674) ON INSTALLATION OF NEW ELECTRICAL SERVICE CONNECTION POINT.

LEGEND:

- POLE & LED LUMINAIRE
- ILLUMINATION CONDUIT
- JUNCTION BOX (TYPE 1 & 2)
- ELECTRICAL SERVICE CABINET (TYPE D)
- ELECTRICAL TRANSFORMER
- CONSTRUCTION NOTE
- WIRE NOTE
- LUMINAIRE NUMBER

AS-BUILD PANEL SCHEDULE
CITY OF MERCER ISLAND (COMI)
200A, 120/240V - 1-PHASE, SERVICE ENTRANCE

PANEL:	COMI		2022
SOURCE: PSE TRANSFORMER			
CKT	LOAD	CKT	LOAD
1	LIGHTING A - 77TH	2	SPD (SURGE PROTECTOR)
3		4	
5	LIGHTING B - 77TH	6	CABINET STRIP HEATER
7		8	LIGHTING CONTROL
9	SPARE	10	CABINET RECEPTACLE
11		12	COMI POLE RECEPTACLES
13	SPARE	14	IRRIGATION
15		16	SPARE

AS-BUILD PANEL SCHEDULE
SOUND TRANSIT (ST) - 80TH ST.
200A, 120/240V - 1-PHASE, SERVICE ENTRANCE

PANEL:	ST		2022
SOURCE: PSE TRANSFORMER			
CKT	LOAD	CKT	LOAD
1	80TH PEDESTRIAN LIGHTING (LTG A)	2	SPD (SURGE PROTECTOR)
3		4	
5	SPARE	6	SPARE
7		8	80TH ST. IRRIGATION
9	SPARE	10	80TH ST. POLE RECEPTACLE
11		12	CABINET RECEPTACLE
13		14	80TH ST. LIGHTING CONTROL
15		16	CABINET STRIP HEATER

AS-BUILD PANEL SCHEDULE
METRO
60A, 120V, 1-PHASE

PANEL:	METRO	2022
SOURCE: PSE TRANSFORMER		
CKT	LOAD	
1	MAIN	
3	TECH PYLON	
5	BUS SHELTER	
7	SPARE	
9	SPARE	
11	CABINET RECEPTACLE	

EXHIBIT B

20 10 0 20 40
SCALE IN FEET

FINAL AS BUILD

No.	DATE	DSN	CHK	APP	REVISION
0	5/31/2024	RAKO	MLF	AOW	FINAL AS BUILT

DESIGNED BY: A. WILEN
DRAWN BY: O. AHRENSFELD
CHECKED BY: M. FELIBERTI
APPROVED BY: A. WILEN

DAVID EVANS AND ASSOCIATES INC.
14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500

LINE IS 1" AT FULL SCALE

SUBMITTED BY: A. WILEN | DATE: 2/4/2022
REVIEWED BY: M. LU | DATE: 2/4/2022
DATE: 2/4/2022

SCALE: 1" = 20'
FILENAME: E135-E07-CLP001-003
CONTRACT No.: RTA/AE 0072-19

EAST LINK EXTENSION
MERCER ISLAND TRANSIT INTERCHANGE
77TH AVE SE, 80TH AVE SE, & N MERCER WAY

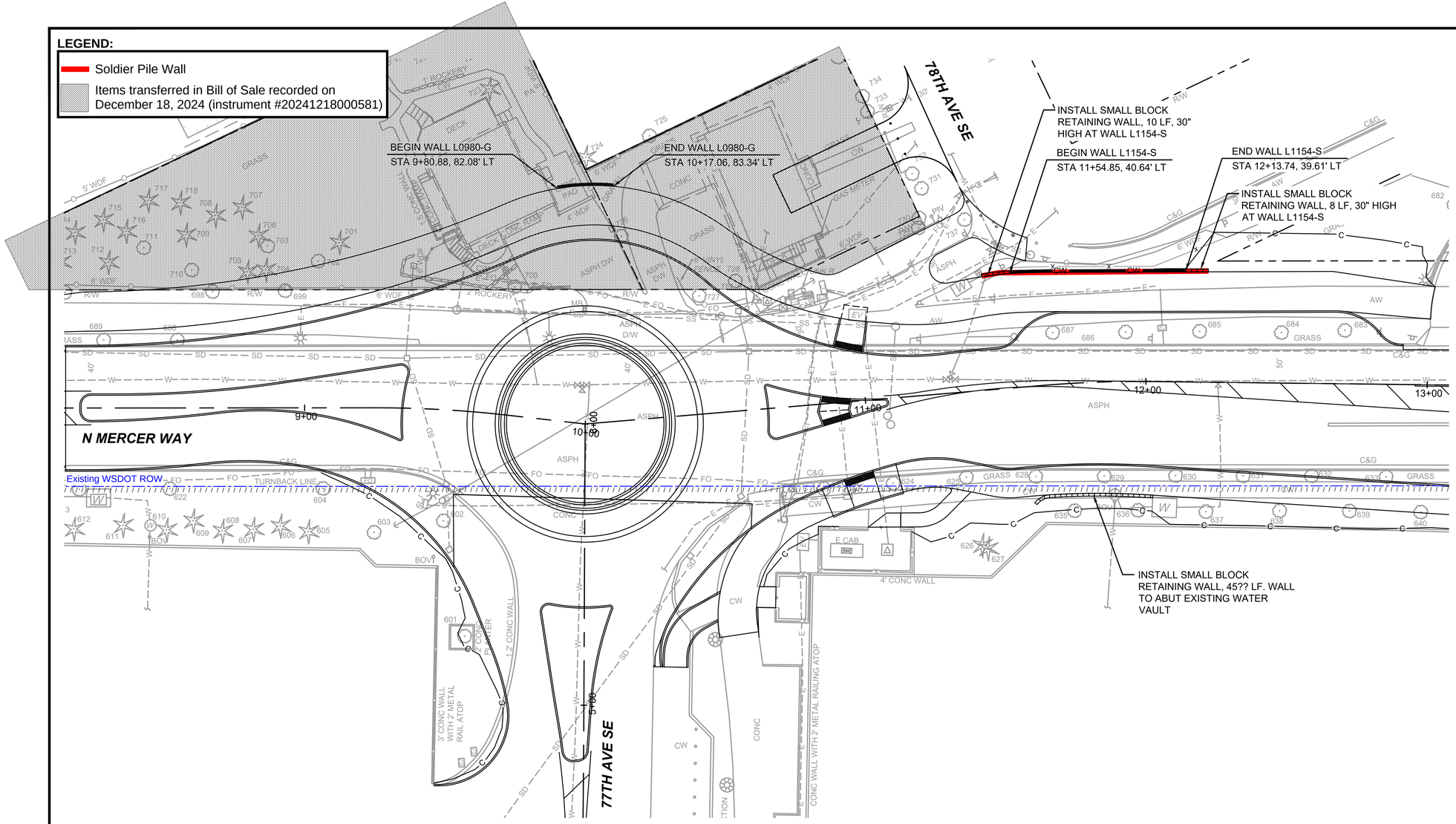
ILLUMINATION PLAN

DRAWING No.: E07-CLP002
LOCATION ID: E07
SHEET No.: 55 OF 109
REV: 0

04/24/25 | 2:05 PM | OXA
P:\SISTRA\0000087\0400CAD\TT\SHEETS\E135-E07-CLP001-003.DWG

LEGEND:

- Soldier Pile Wall
- Items transferred in Bill of Sale recorded on December 18, 2024 (instrument #20241218000581)

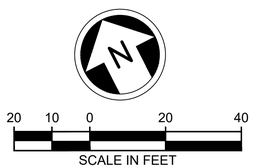


PLAN
SCALE: 1"= 20'

GENERAL NOTES:

1. PILE AND PRECAST CONCRETE LAGGING WILL BE OWNER FURNISHED.

EXHIBIT B



FINAL AS BUILT

No.	DATE	DSN	CHK	APP	REVISION
0	5/31/2024	RAKO	MLF	AOW	FINAL AS BUILT

DESIGNED BY: P. BARUWAL
DRAWN BY: H. ONG
CHECKED BY: M. HELMINGER
APPROVED BY: D.C. ONG

DAVID EVANS AND ASSOCIATES INC.
14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500

LINE IS 1" AT FULL SCALE

SUBMITTED BY: A.WILEN
DATE: 2/4/2022
REVIEWED BY: M. LU
DATE: 2/4/2022
DATE: 2/4/2022

SOUNDTRANSIT

SCALE: 1"=20'
FILENAME: E135-E07-SWP001
CONTRACT No.: RTA/AE 0072-19

EAST LINK EXTENSION
MERCER ISLAND TRANSIT INTERCHANGE
77TH AVE SE, 80TH AVE SE, & N MERCER WAY

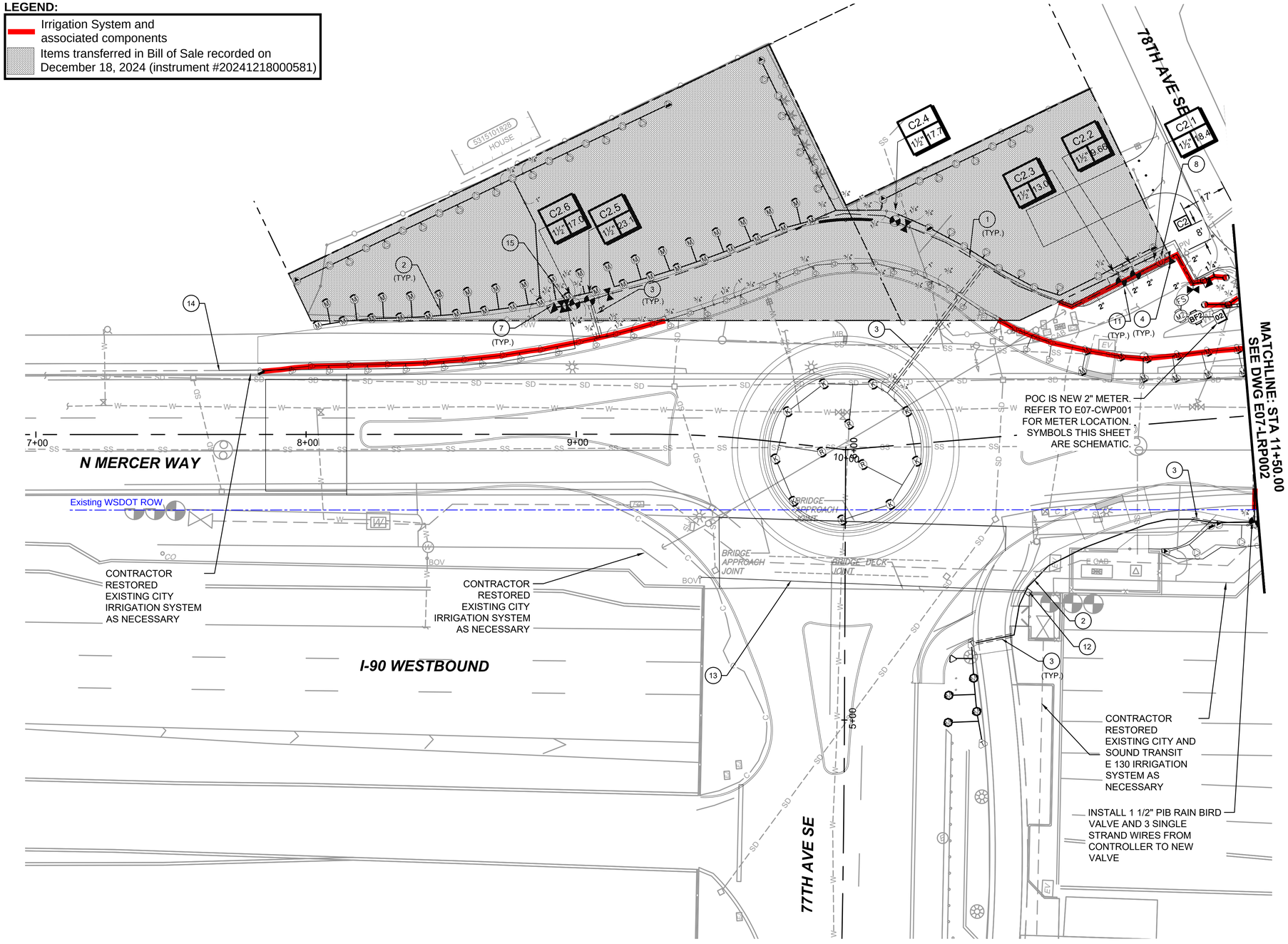
STRUCTURES - SITE WALLS
GRAVITY WALL AND SOLDIER PILE WALL PLAN

DRAWING No.: E07-SWP001
LOCATION ID: E07
SHEET No.: 80 OF 109
REV: 0

04/24/25 | 1:54 PM | OXA
P:\SIS\TRA00000087\0400\CADICTE\6.0 CADD\DRAWING\E135-E07-SWP001.DWG

LEGEND:

- Irrigation System and associated components
- Items transferred in Bill of Sale recorded on December 18, 2024 (instrument #20241218000581)



IRRIGATION NOTES:

1. INSTALL SCHEDULE 40 MAINLINE PIPE PER DETAIL 8, DRAWING NO. E07-LRD001. PIPE SIZE AS SHOWN ON PLAN
2. INSTALL SCHEDULE 40 PVC LATERAL PER DETAIL 8, DRAWING NO. EO7-LRD001. PIPE SIZE AS SHOWN ON PLAN
3. INSTALL IRRIGATION SLEEVE PER DETAIL 7, DRAWING NO. E07-LRD001
4. INSTALL BALL VALVE PER DETAIL 4, DRAWING NO. E07-LRD001
7. INSTALL QUICK COUPLING VALVE PER DETAIL 6, DRAWING NO. E07-LRD001
8. INSTALL MANUAL DRAIN VALVE PER DETAIL 1, DRAWING NO. E07-LRD002
11. INSTALL AUTOMATIC CONTROL VALVE PER DETAIL 3, DRAWING NO. E07-LRD001
12. INSTALL SPLICE BOX FOR NEW SERVICE.
13. INSTALL 1 1/2" NEW MAINLINE UTILIZING EXISTING SLEEVE.
14. CONNECT TO EXISTING SERVICE.
15. ADD VALVE TO OPERATE EXISTING IRRIGATION ZONE.

GENERAL NOTES

1. SEE DRAWING NO. E07-LRP002 FOR IRRIGATION SCHEDULE AND IRRIGATION SYMBOLS.
2. SEE DRAWING NOS. E07-LRD001 THROUGH E07-LRD002 FOR IRRIGATION DETAILS.
3. CONTRACTOR IS RESPONSIBLE FOR ANY DISRUPTION TO EXISTING IRRIGATION SYSTEMS. IF FOR MORE THAN 48 HOURS PROVIDE TEMPORARY WATERING.

EXHIBIT B

N

20 10 0 20 40

SCALE IN FEET

FINAL AS BUILT

No.	DATE	DSN	CHK	APP	REVISION
0	5/31/2024	RAKO	MLF	AOW	FINAL AS BUILT

DESIGNED BY: J. GAGE
DRAWN BY: G. KING
CHECKED BY: D. LIFTIN
APPROVED BY: J. GAGE

DAVID EVANS AND ASSOCIATES INC.
14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500

LINE IS 1" AT FULL SCALE

SUBMITTED BY: A. WILEN
DATE: 2/4/2022
REVIEWED BY: M. LU
DATE: 2/4/2022

SOUNDTRANSIT

SCALE: 1" = 20'
FILENAME: E135-E07-LRP001-003
CONTRACT No.: RTA/AE 0072-19
DATE: 2/4/2022

EAST LINK EXTENSION
MERCER ISLAND TRANSIT INTERCHANGE
77TH AVE SE, 80TH AVE SE, & N MERCER WAY

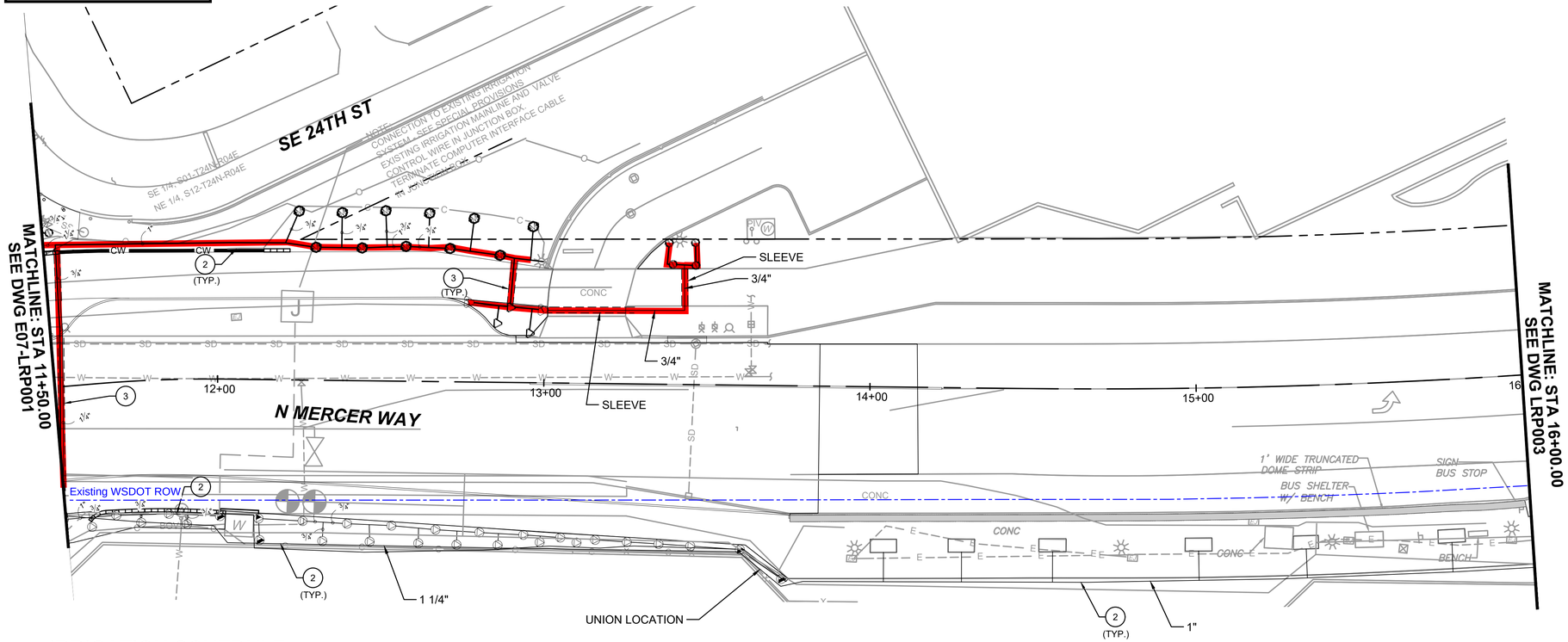
IRRIGATION PLAN

DRAWING No.: E07-LRP001
LOCATION ID: E07
SHEET No.: 106 OF 109
REV: 0

04/24/25 | 1:57 PM | OXA
P:\SISTRA0000008704000CAD\TTISHEETSIE135-E07-LRP001-003.DWG

LEGEND:

Irrigation System and associated components



IRRIGATION NOTES:

(2) INSTALL SCHEDULE 40 PVC LATERAL PER DETAIL 8, DRAWING NO. EO7-LRD001. PIPE SIZE AS SHOWN ON PLAN

(3) INSTALL IRRIGATION SLEEVE PER DETAIL 7, DRAWING NO. E07-LRD001

GENERAL NOTES

1. SEE DRAWING NO. E07-LRP002 FOR IRRIGATION SCHEDULE AND IRRIGATION SYMBOLS.
2. SEE DRAWING NOS. E07-LRD001 THROUGH E07-LRD002 FOR IRRIGATION DETAILS.
3. CONTRACTOR IS RESPONSIBLE FOR ANY DISRUPTION TO EXISTING IRRIGATION SYSTEMS. IF FOR MORE THAN 48 HOURS PROVIDE TEMPORARY WATERING.

IRRIGATION SCHEDULE

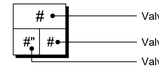
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
X	HUNTER MP CORNER PROS-06-PRS40-CV (2) SHRUB ROTATOR, 6" POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI, MP ROTATOR NOZZLE. T=TURQUOISE ADJ ARC 45-105 ON PRS40 BODY.	10	40
LST RST SST	HUNTER MP STRIP PROS-06-PRS40-CV (2) SHRUB ROTATOR, 6" POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI, MP ROTATOR NOZZLE. LST=IVORY LEFT STRIP, SST=BROWN SIDE STRIP, RST=COPPER RIGHT STRIP ON PRS40 BODY.	44	40
LST RST SST	HUNTER MP STRIP PROS-12-PRS40-CV SHRUB ROTATOR, 12" POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI, MP ROTATOR NOZZLE. LST=IVORY LEFT STRIP, SST=BROWN SIDE STRIP, RST=COPPER RIGHT STRIP, ON PRS40 BODY.	81	40
M	HUNTER MP1000 PROS-06-PRS40-CV (2) SHRUB ROTATOR, 6" POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI, MP ROTATOR NOZZLE. M=MAROON ADJ ARC 90 TO 210, L=LIGHT BLUE 210 TO 270 ARC, O=OLIVE 360 ARC ON PRS40 BODY.	11	40
M L O	HUNTER MP1000 PROS-12-PRS40-CV SHRUB ROTATOR, 12" POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI, MP ROTATOR NOZZLE. M=MAROON ADJ ARC 90 TO 210, L=LIGHT BLUE 210 TO 270 ARC, O=OLIVE 360 ARC ON PRS40 BODY.	37	40
K G R	HUNTER MP2000 PROS-12-PRS40-CV SHRUB ROTATOR, 12" POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI, MP ROTATOR NOZZLE. K=BLACK ADJ ARC 90-210, G=GREEN ADJ ARC 210-270, R=RED 360 ARC ON PRS40 BODY.	12	40
ADJ. 360	HUNTER MP800SR PROS-06-PRS40-CV (2) SHRUB ROTATOR, 6.0" POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI, MP ROTATOR NOZZLE ON PRS40 BODY. OR = ORANGE ADJ ARC 90 TO 210.	15	40
ADJ. 360	HUNTER MP800SR PROS-12-PRS40-CV SHRUB ROTATOR, 12.0" POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI, MP ROTATOR NOZZLE ON PRS40 BODY. OR = ORANGE ADJ ARC 90 TO 210.	9	40
	HUNTER MP815 PROS-06-PRS40-CV (2) SHRUB ROTATOR, 6" POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI, MP ROTATOR NOZZLE. M=MAROON AND GRAY ADJ ARC 90 TO 210, L=LIGHT BLUE AND GRAY 210 TO 270 ARC, O=OLIVE AND GRAY 360 ARC ON PRS40 BODY.	37	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICZ-101-40 DRIP CONTROL ZONE KIT. 1" ICV GLOBE VALVE WITH 1" HY100 FILTER SYSTEM. PRESSURE REGULATION: 40PSI. FLOW RANGE: 2 GPM TO 20 GPM. 150 MESH STAINLESS STEEL SCREEN.	4
	PIPE TRANSITION POINT PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER	10
F	NETAFIM TL050MFV-1 AUTOMATIC FLUSH VALVE, 1/2" MALE PIPE THREAD.	10
A	NETAFIM 65ARIA075 3/4" MALE PIPE THREAD GUARDIAN AIR/VACUUM RELIEF VENT. INSTALL IN SUBSURFACE SYSTEMS. ON SLOPING TERRAIN TO PREVENT COLLAPSING OF PIPES. UV RESISTANT. MAXIMUM PRESSURE: 150 PSI.	8
	AREA TO RECEIVE DRIPLINE RAIN BIRD XFS-06-24 XFS SUB-SURFACE PRESSURE COMPENSATING DRIPLINE W/COPPER SHIELD TECHNOLOGY. 0.6 GPH EMITTERS AT 24" O.C. LATERALS SPACED AT 24" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN.	7,386 L.F.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER PGV-151-B-DC GLOBE 1-1/2" PLASTIC ELECTRIC REMOTE CONTROL VALVE, FOR RESIDENTIAL/LIGHT COMMERCIAL USE. BSP THREADS INLET/OUTLET, WITH FLOW CONTROL. GLOBE CONFIGURATION. DC LATCHING SOLENOID.	8
	HUNTER HQ-44LRC-AW QUICK COUPLER VALVE, YELLOW RUBBER LOCKING COVER, RED BRASS AND STAINLESS STEEL, WITH 1" NPT INLET, 2-PIECE BODY. ACME KEY WITH ANTI-ROTATION WINGS.	3
	SHUT OFF VALVE BRASS BALL VALVE SIZED TO MATCH LINE	8
M1	HUNTER IBV-BSP-DC 1-1/2" BRASS ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH DC LATCHING SOLENOID FACTORY INSTALLED OPTION.	1
M2	HUNTER IBV-BSP-DC 2" BRASS ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH DC LATCHING SOLENOID FACTORY INSTALLED OPTION.	1
D	DRAIN VALVE MANUAL GATE VALVE, BRASS, SIZED TO MATCH LINE	2
BF	WATTS 007 1-1/2" MAX. FLOW RATE IS 7.5 FT/S.	1
BF2	WATTS 007 2" MAX. FLOW RATE IS 7.5 FT/S.	1
C1	RAIN BIRD ESP12LXMEF-LXMMSS-LXMMSSPED 12 STATION COMMERCIAL CONTROLLER. STAINLESS STEEL PEDESTAL. WITH FLOW SENSING.	1

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
C2	RAIN MASTER RME18EG-SPED-T A 18 STATION CONTROLLER IN A STAINLESS STEEL LARGE ENCLOSURE PEDESTAL AND SURGE PROTECTION.	1
FS	RAIN BIRD FS-150-B 1-1/2" FLOW SENSOR FOR USE WITH RAIN BIRD MAXICOM, SITECONTROL, AND ESP-LXD CENTRAL CONTROL SYSTEMS. BRASS MODEL. SUGGESTED OPERATING RANGE OF 4.0 GPM TO 80.0 GPM.	2
01	NEW WATER METER 1.5"	1
02	NEW WATER METER 2"	1
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40	
	IRRIGATION MAINLINE: PVC SCHEDULE 40	
	PIPE SLEEVE: PVC SCHEDULE 40	

Valve Callout



CONTRACTOR TO COORDINATE WITH BRAD JOHNSON (206) 572-5004, PARKS DEPARTMENT CITY OF MERCER ISLAND DURING CONSTRUCTION OF NEW SYSTEM AND FOR REVISIONS TO EXISTING IRRIGATION SYSTEM WITHIN PROJECT LIMITS.

EXHIBIT B

20 10 0 20 40

SCALE IN FEET

FINAL AS BUILT

No.	DATE	DSN	CHK	APP	REVISION
0	5/31/2024	RAKO	MLF	AOW	FINAL AS BUILT

DESIGNED BY: J. GAGE
DRAWN BY: G. KING
CHECKED BY: D. LIFTIN
APPROVED BY: J. GAGE

DAVID EVANS AND ASSOCIATES INC.
14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500

LINE IS 1" AT FULL SCALE

SOUNDTRANSIT

SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:	DATE:
A. WILEN	2/4/2022	M. LU	2/4/2022	2/4/2022

SCALE: 1" = 20'
FILENAME: E135-E07-LRP001-003
CONTRACT No.: RTA/AE 0072-19

EAST LINK EXTENSION
MERCER ISLAND TRANSIT INTERCHANGE
77TH AVE SE, 80TH AVE SE, & N MERCER WAY

IRRIGATION PLAN

DRAWING No.: **E07-LRP002**
LOCATION ID: E07
SHEET No.: 107 OF 109
REV: 0

04/24/25 | 1:57 PM | OXA
P:\SSTRA00000087\0400CAD\TT\SHEETS\E135-E07-LRP001-003.DWG

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6820
November 18, 2025
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6820: Sound Cities Association Voting Delegate for the North Caucus Meeting	☐ Discussion Only ☒ Action Needed: ☒ Motion ☐ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Appoint a voting delegate for the Sound Cities Association North Caucus Meeting.	

DEPARTMENT:	City Council
STAFF:	Salim Nice, Mayor Andrea Larson, City Clerk
COUNCIL LIAISON:	n/a
EXHIBITS:	n/a
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to appoint a delegate to vote on behalf of the City of Mercer Island at the Sound Cities Association (SCA) North Caucus Meeting on December 9, 2025. SCA was founded in the 1970s to help cities act locally and partner regionally to create vital, livable communities through advocacy, education, leadership, mutual support, and networking. SCA represents the 38 cities of King County and provides a voice for over one million people.

ISSUE/DISCUSSION

SCA will hold the North Caucus Meeting on December 9, 2025 via Zoom. Business will include discussion on upcoming issues and election of board members for 2026. SCA has requested that each member city appoint a voting delegate to attend the North Caucus Meeting. City Council is seeking to appoint one member of City Council as the voting delegate to attend the SCA North Caucus Meeting on December 9, 2025 and vote on behalf of Mercer Island.

RECOMMENDED ACTION

Appoint Councilmember _____ as the voting delegate at the Sound Cities Association North Caucus Meeting on December 9, 2025.

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6808
November 18, 2025
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6808: Permanent Regulations for Temporary Uses and Structures, Including Outdoor Dining (Ordinance No. 25C-26 Second Reading)	☐ Discussion Only ☒ Action Needed: ☒ Motion ☒ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Adopt Ordinance No. 25C-26.	

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, CPD Director Molly McGuire, Senior Planner
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 25C-26 2. Strikethrough/Underline Regulations 3. Interim Regulations / Planning Commission Recommendation Matrix
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to conduct the second reading of Ordinance No. 25C-26 (Exhibit 1) to amend the Mercer Island City Code (MICC) to establish permanent regulations for temporary uses and structures, including outdoor dining, in place of the interim regulations which were originally adopted on June 4, 2024 under Ordinance No. 24C-07 and renewed for an additional 6-months on May 20, 2025 under Ordinance No. 25C-07.

- Temporary uses and structures are development or activities that take place on a property for a limited duration. They can include a wide range of development and activities from garage sales to outdoor festivals.
- Prior to 2024, the City did not have a permit process for temporary uses or structures, and the development code lacked clarity about how such structures and uses were regulated. As a result, some temporary uses and structures were not allowed.
- At its December 5, 2023 meeting, the City Council docketed a project to develop regulations for temporary uses and structures when it approved Resolution No. 1655.
- On June 4, 2024, the City Council adopted Ordinance No. 24C-07, which established interim regulations and permitting procedures for temporary structures and uses.

- Staff prepared an initial draft of permanent regulations for temporary uses and structures, which was identical to the interim regulations in effect, establishing:
    - Development standards for temporary uses and structures on real property not owned by the City of Mercer Island ("private property");
    - Development regulations to continue a pandemic-era allowance for outdoor dining use within public rights of way and private parking spaces; and
    - A permitting process for temporary uses and structures.
- On February 26, 2025, the Planning Commission held a first reading of the draft permanent regulations and provided initial feedback to staff (see PCB25-12).
- Due to several factors, the first public hearing with the Planning Commission was rescheduled, which required the renewal of the interim regulations under Ordinance No. 24C-07. On May 20, 2025, these interim regulations were renewed for an additional 6 months under Ordinance No. 25C-07 and will now expire on December 16, 2025.
- On June 10, 2025, the Planning Commission held a public hearing to discuss the proposed amendments and draft regulations and directed staff to draft additional amendments.
- At the July 23, 2025, public meeting, the Planning Commission made motions to recommend the incorporation of 15 additional amendments.
- Due to the significant changes made during the July 23, 2025 meeting, a second public hearing was necessary to ensure the public was aware of the changes and had an opportunity to comment on the entire draft regulations. This public hearing was held on September 10, 2025 where the Planning Commission made a motion to recommend that the City Council adopt the development regulations.
- A side-by-side comparison of the development regulations prior to June 2024, the interim regulations adopted under Ordinance No. 24C-07, and the Planning Commission recommended code is provided in Exhibit 3 of AB 6801.
- The City Council conducted the first reading of Ordinance No. 25C-26 on November 4, 2025 where a motion was made to remove all of the Planning Commission recommendations that were classified by staff as "substantive" in AB 6801 Exhibit 3.

BACKGROUND

In 2023, the City Council approved Resolution No. 1655 setting the 2024 Docket, which added Comprehensive Plan and development regulation amendments to the City's Work Plan. City Council directed staff to proceed with developing interim regulations to address two docketed items from the City of Mercer Island and the Mercer Island Country Club related to temporary uses and structures. After discussing the prioritization of the Mercer Island Country Club docketed item at its March 1, 2024 Planning Session, City Council directed staff to proceed with developing interim regulations to address both docketed items and renew the existing interim regulations for outdoor dining at its regular business meeting on April 2, 2024 (see AB 6441).

Existing Regulations for Temporary Uses and Structures

Prior to the adoption of Ordinance No. 24C-07 in 2024, the Mercer Island City Code (MICC) did not include regulations for temporary uses and structures. Without established regulations, some temporary uses and structures were either subject to development standards intended for more intense permanent uses or prohibited altogether.

Existing Regulations for Commerce on Public Property

Regulations for commerce on public property are established in MICC 19.06.050 – Commerce on public property. This section allows business owners to use a portion of the right of way or public sidewalks for

private commerce. Commerce on public property is permitted through Community Planning and Development with a right of way use permit or through Parks and Recreation with a special event permit depending on the location and scale of the proposed use or activity. During the COVID-19 Pandemic, the City adopted interim regulations under Ordinance No. 20C-17 for commerce on public property to allow businesses to utilize more outdoor spaces. The interim regulations amended MICC 19.05.060 to consider existing eating and drinking establishments that temporarily provide outdoor food and beverage service on adjacent public property to be considered temporary and may be approved without review or approval by the Design Commission. These amendments also clarified that non-temporary improvements must be consistent with the design requirements in the Town Center Plan.

Planning Commission Review

In February of 2025, the Planning Commission began reviewing the staff proposed draft regulations for temporary uses and structures and commerce on public property, which closely aligned with the interim regulations originally adopted in June 2024 under Ordinance No. 24C-07.

The first public hearing with the Planning Commission was held on June 10, 2025. During this time, the Planning Commission provided staff with significant feedback on the draft regulations. Staff returned on July 23, 2025 with a revised draft that addressed the Planning Commission direction and feedback. During this meeting, several more amendments were made by motion, and additional direction was provided to staff which resulted in the need for a second public hearing to ensure the public was aware of the changes and had an opportunity to comment on the new draft.

A second public hearing with the Planning Commission was held on September 10, 2025, at which time the Planning Commission made a final motion to recommend that the City Council adopt the proposed amendments.

City Council First Reading of Ordinance No. 25C-26

On November 4, 2025, the City Council held a first reading on Ordinance No. 25C-26 (AB6801). During this meeting, Staff presented the changes between the code prior to the adoption of the interim regulations, the staff proposed regulations which closely aligned with the interim regulations currently in effect, and the Planning Commission recommendation. The Planning Commission chair also spoke briefly to the Planning Commission's recommendation. Following these presentations, the City Council made a motion to remove the Planning Commission recommended amendments that were classified as "substantive" by staff in AB 6801 Exhibit 3. No action was taken to remove any of the 16 minor amendments, so these remain in Ordinance No. 25C-26.

ISSUE/DISCUSSION

Between February and September 2025, the Planning Commission made several substantial changes to the draft regulations originally presented by staff, which were mostly the same as the interim regulations adopted by the City Council on May 20, 2024. Exhibit 3 contains a matrix that identifies the changes made by the Planning Commission recommendation and classifies these changes as "minor" and "substantive". The first reading of Ordinance No. 25C-26 included all these recommended changes. The City Council made the following motion during the November 4, 2025 first reading of Ordinance No. 25C-26:

"Move to remove Matrix Log Numbers 3, 4, 14, 15, 19, 20, 21, 22, 23, 24, and 27 as shown in AB 6801 Exhibit 3 from Ordinance No. 25C-26 and schedule Ordinance No. 25C-26 for second reading as amended."

The result of this motion is shown in Exhibit 2 in red and strikethrough and underlines for clarity.

In addition to these changes, staff recommend three amendments. These amendments are highlighted in Exhibit 2 and summarized as follows:

1. Amend MICC 19.06.130(D)(2)(b) to change "church" to "place of worship" for consistency with MICC 19.16.010, Definitions. "Church" is not defined in the current code, but "places of worship" are defined as "[a] church, synagogue, mosque, or other institution that people regularly attend to participate in or hold religious services, meetings, or other religious activities."
2. Strike MICC 19.06.130(D)(2)(c), "Fireworks stands operating under a permit issued by the fire marshal's office." Fireworks are no longer permitted in the City of Mercer Island.
3. Amend MICC 19.06.130(F) to add a new subsection (2) to establish additional criteria for existing eating and drinking establishments. While the authorization to utilize private parking areas for outdoor dining and waiver of parking minimums were included in Ordinance No. 20C-17 and carried over to Ordinance No. 24C-07 and the subsequent renewal, they were not codified. Instead, they were established through these ordinances and were set to remain in effect for the duration of the ordinances. Staff recommend including the following standards in Ordinance No. 25C-26, which are substantively aligned with the language in the ordinances:

    2. Subject to approval by the code official, existing eating and drinking establishments may temporarily utilize private parking areas for outdoor food and beverage service, provided the private parking area is immediately adjacent to the eating and drinking establishment, and the following conditions are met:

        a. Use of any portion or percentage of private off-street parking areas for outdoor food and beverage service shall require the landlord's / property owner's approval. Nothing in this section compels a landlord or property owner to permit a tenant to expand its business to the exterior.

        b. To the extent necessary to provide outdoor food and beverage service, minimum parking regulations normally applicable to eating and drinking establishments required in MICC 19.04.040 and MICC 19.11.130 are waived to enable such uses to serve patrons in adjoining parking spaces for the duration of the temporary use.

        c. The use of outdoor food and beverage service shall not interfere with ADA accessible parking spaces or access to adjacent and surrounding businesses.

        d. The temporary use shall obtain all necessary permits and/or authorizations required by the City and/or state and federal agencies.

NEXT STEPS

If adopted, Ordinance No. 25C-26 will have an effective date of five days after the date of publication.

RECOMMENDED ACTION

Adopt Ordinance No. 25C-26 relating to Permanent Regulations for Temporary Uses and Structures, including Outdoor Dining as shown in Exhibit 1 to this AB.

CITY OF MERCER ISLAND
ORDINANCE NO. 25C-26

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, AMENDING TITLE 19 OF THE MERCER ISLAND CITY CODE RELATED TO OUTDOOR SEATING FOR EATING AND DRINKING ESTABLISHMENTS, AND TEMPORARY USES AND STRUCTURES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City Council adopted interim regulations related to outdoor seating for eating and drinking establishments (outdoor dining) on August 4, 2020 under Ordinance No. 20C-17; and

WHEREAS, the City Council renewed the interim regulations for outdoor dining on February 16, 2021 under Ordinance No. 21C-03, July 6, 2021 under Ordinance No. 21C-16, December 7, 2021 under Ordinance No. 21C-25, and June 20, 2023 under Ordinance Number 23C-09.

WHEREAS, through the annual Development Code and Comprehensive Plan docket and the adoption of Resolution No. 1655 in 2023, the City added the task of developing regulations for temporary uses and structures in response to two docket request applications; and

WHEREAS, the City Council directed City Staff to incorporate the existing interim regulations for outdoor dining on public and private property under Ordinance No. 20C-17 within the regulations for temporary uses and structures; and

WHEREAS, on June 4, 2024, the City Council adopted interim regulations for both outdoor dining and temporary uses and structures under Ordinance No. 24C-07; and

WHEREAS, the City Council renewed the interim regulations for outdoor dining and temporary uses and structures on May 20, 2025 under Ordinance No. 25C-07; and

WHEREAS, the interim regulations for outdoor dining and temporary uses and structures under Ordinance No. 24C-07 expire on December 16, 2025; and

WHEREAS, on February 20, 2025, the City notified the Washington State Department of Commerce of the City's intent to amend the Development Code; and

WHEREAS, on March 10, 2025, the City issued a State Environmental Policy Act (SEPA) threshold determination of non-significance (DNS) consistent with the procedures established in Chapter 19.21 MICC; and

WHEREAS, on June 10, 2025, and September 10, 2025, the Planning Commission held duly advertised public hearings on the development of regulations for outdoor dining and temporary uses and structures; and

WHEREAS, on November 4, 2025, the City Council was briefed on the Planning Commission recommendation and had its first reading of this ordinance, and on November 18, 2025, the City Council had its second reading of this ordinance.

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

Section 1. **Whereas Clauses Adopted.** The "Whereas Clauses" set forth in the recital of this ordinance are hereby adopted as the findings and conclusions of the City Council for passing this ordinance.

Section 2. **Amendment of Section MICC 19.06.050.** Section MICC 19.06.050, Commerce on public property, is amended as shown in Exhibit A.

Section 3. **New Section MICC 19.06.130.** The City Council adopts a new section MICC19.06.130, Temporary uses and structures, as shown in Exhibit B.

Section 4. **Amendment of Section MICC 19.15.030.** Section MICC 19.15.030, Permit review types, is amended as shown in Exhibit C.

Section 5. **Repeal of Ordinance No. 24C-07**. Ordinance No. 24C-07 is repealed.

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

Section 7. **Publication and Effective Date.** A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON NOVEMBER _____, 2025.

CITY OF MERCER ISLAND

_____
Salim Nice, Mayor

ATTEST:

_____
Andrea Larson, City Clerk

APPROVED AS TO FORM

_____
Bio Park, City Attorney

Date of publication:

EXHIBIT A

MICC 19.06.050 – Commerce and Temporary Structures on Public Property.

A. The purpose of this chapter is to allow for the safe, healthful and aesthetic use of public property for the benefit of private commerce. The provisions of this chapter do not exempt proposed activities from compliance with other titles of the Mercer Island City Code.

B. The provisions of this section shall apply only to public sidewalks, streets and rights-of-way within the Town Center zone.

C. Any person(s), corporation, or company who wishes to use the public right-of-way for the exchange of goods or service shall apply for a private commerce on public property permit. Such permit shall be in the form specified by the code official and shall contain such information as deemed necessary by the code official.

D. *Criteria for permit.* A private commerce on public property permit shall be reviewed based on the following criteria:

1. The applicant business has an active business license for a location immediately adjacent to the public property location where the request has been made.

2. The location of the private commerce on public property ~~business~~ activity does not create a safety, noise, or environmental hazard for motorists, bicyclists or pedestrians.

    a. The ~~business~~ private commerce on public property location maintains sufficient area for the free passage of deliveries, service access, and pedestrians per ADA standards, along sidewalks and access to other adjacent businesses.

    b. The ~~business~~ private commerce on public property location does not obstruct the views of motorists turning into or out of a street or parking lot.

3. The business operation does not generate litter, noise or other nuisances that would be objectionable to the public or other businesses in the immediate area.

    a. Adequate refuse containers shall be provided.

    b. Hours of operations are sensitive to the surrounding neighborhood.

    ~~c. No music or sound is amplified.~~

    d. The area can be maintained in a clean condition.

    e. Physical improvements can be removed or secured when not in operation.

~~4. The design for any improvements is consistent with the design requirements for the Town Center plan.~~

4~~5~~. The location and design do not unreasonably obstruct the visibility of any adjacent businesses or their signage.

5~~6~~. The location of a private commerce on public property business engaged in the sale of alcoholic beverages is separated from the public space with a barrier, fence, landscaping or other demarcation.

6. The total number of public parking stalls occupied by the commerce on public property activity may not exceed two public parking stalls immediately adjacent to the business associated with the activity.

E. A permit to operate a private business on public property shall be subject to design review ~~reviewed and approved by the design commission~~; provided, that occasional, temporary business operations involving temporary structures and/or temporary right-of-way obstructions may be approved by the code official. ~~Permit applications from one or a group of existing eating and drinking establishments at Mercer Island to temporarily operate private business on public property during the effective period set forth in section 6 of Ordinance No. 21C-25 shall be considered to be temporary, and they may be approved by the code official without review or approval by the design commission.~~ Permit applications from existing eating and drinking establishments on Mercer Island to temporarily provide outdoor food and beverage service on public property adjacent to the eating and drinking establishment shall be considered to be temporary, and they may be approved by the code official ~~without review or approval by the design commission~~.

F. All permittees must comply with all applicable city, county, state and federal laws, including the International Fire Code.

G. Permits for ongoing commercial use on public property shall be subject to renewal annually on the date of the original permit approval. Failure to submit a renewal request within 30 days of the annual renewal date shall result in the suspension of the permit.

H. The revocation of a permit shall be governed by chapter 6.10 MICC.

I. The provisions of this section shall not apply to the annual city sponsored event known as “Summer Celebration”.

J. The code official may require a bond or assignment of funds as set out in MICC 19.01.060(C) to ensure that public property subject to commercial use under this section is restored to its former condition immediately following cessation of the commercial use.

K. The code official may require evidence of insurance, indemnification or other measures deemed necessary and sufficient to limit the city's liability for the acts or omissions of persons, corporations, or companies seeking and obtaining permission to use public property for commercial purposes.

EXHIBIT B

MICC 19.06.130 – Temporary Use and Structure Permits.

A. *Purpose and applicability*. A temporary use permit authorizes a use or conforming structure on private property on a short-term basis. Temporary encampments are not considered temporary uses for purposes of this section and are instead subject to the requirements contained within MICC 19.06.090.

B. *Permit required*.

1. No temporary use or structure shall be permitted within the city except in accordance with the provisions of this chapter. A temporary use permit is required for temporary uses and structures except those specifically exempted pursuant to MICC 19.06.130(D).

2. The property owner or their authorized agent may apply for a temporary use permit on private property.

3. Any temporary use or structure authorized by this chapter may be subject to other permitting and review requirements of the MICC and/or other public agencies.

C. *Application*. The application for a temporary use permit shall be submitted on forms obtained from the Community Planning & Development Department, and consistent with MICC 19.15.060. The application shall contain all information deemed necessary by the code official to determine if the proposed permit or action will comply with the requirements of this section. The Community Planning & Development Department shall verify that the application is consistent with the requirements of this chapter, and that the application contains proof of a valid business license, if applicable. Temporary use applications shall be processed as a Type I land use review, pursuant to MICC 19.15.030 Land Use Review Types.

D. *Exemptions*.

1. The following activities on private property are exempt from the permit requirements of this chapter, but shall comply with other substantive requirements of this chapter, unless specifically noted otherwise:

a. Garage sales, yard sales, and estate sales conducted by or on behalf of the occupant(s) of a residential dwelling. Tents or other temporary structures used in conjunction with any garage, yard, or estate sale shall not exceed 120 square feet in area;

b. Rummage and other outdoor sales sited at a school, place of worship, or other nonresidential institutional facility;

c. *Exemptions for Construction-Related Activities*. The following uses and structures do not require a temporary use permit, provided they are associated with an approved land use application and/or construction permit:

i. Contractor's office, storage yard, and equipment parking and servicing on or near the site or in the vicinity of an active construction project.

ii. Sales/marketing trailers used for the purpose of real estate sales and/or rental information, located within the subdivision or development to which they pertain.

E. *Criteria for approval*.

1. The code official, in consultation with appropriate City departments, shall review each application for a temporary use permit. The code official may approve, or condition and approve, an application for a temporary use permit if the application satisfies all of the following criteria:

a. The temporary use will not be materially detrimental to the public health, safety or welfare, nor injurious to property or improvements in the vicinity of the temporary use;

b. Structures proposed for the temporary use comply with applicable provisions of the Building and Fire Codes;

c. The structure or use is located where there is safe ingress and egress from the street, including a clear sight area adjacent to the street;

d. Adequate parking is available to serve the temporary use, and if applicable, the temporary use does not occupy required off-street parking areas for adjacent or nearby uses;

e. Hours of operation of the temporary use are specified, and would not adversely impact surrounding uses;

f. The temporary use will not cause nuisance factors such as noise, light, or glare which would adversely impact surrounding land uses;

g. The temporary use will not include permanent fencing, walls, or other structures that would hinder removal of the structure from the site; and

h. The temporary use will comply with the applicable portions of MICC Title 19 including, but not limited to, Ch. 19.07, Environment, 19.10, Trees, 19.13, Shoreline Master Program, and 19.21, Environmental Procedures.

2. Except as otherwise provided above, the underlying development standards of the zoning designation applicable to the site on which the temporary use or structure is proposed do not apply.

F. *Additional criteria for certain temporary uses/structures.* The following temporary uses and structures are permitted when authorized by the issuance of a temporary use permit when the

applicable conditions set forth in this section and in MICC 19.06.130(E), Criteria for approval, have been met.

1. Mobile Food Vendors. Mobile food vendors shall comply with the following conditions:

   a. The mobile food vendor shall obtain and keep the Eastside Fire and Rescue permit or approval and King County Health Department permit or approval on the mobile food vending facility at all times, and copies of these approvals shall be made available to the City upon the City's request.

   b. The mobile food vendor must be located on a paved surface. If the mobile food vendor will be operating within a parking area, the mobile food vending facility may not protrude into the drive aisle, block fire lanes, or result in the site providing less than the required minimum number of parking stalls.

   c. A mobile food vendor shall not be parked in a location that will impede garbage collection.

   d. A mobile food vendor must obtain permission from the property owner prior to operating.

   e. The mobile food vendor must have fully functional wheels and be able to move immediately by being towed or driven without the removal of blocks or other structural devices.

2. Subject to approval by the code official, existing eating and drinking establishments may temporarily utilize private parking areas for outdoor food and beverage service, provided the private parking area is immediately adjacent to the eating and drinking establishment, and the following conditions are met:

   a. Use of any portion or percentage of private off-street parking areas for outdoor food and beverage service shall require the landlord's / property owner's approval. Nothing in this section compels a landlord or property owner to permit a tenant to expand its business to the exterior.

   b. To the extent necessary to provide outdoor food and beverage service, minimum parking regulations normally applicable to eating and drinking establishments required in MICC 19.04.040 and MICC 19.11.130 are waived to enable such uses to serve patrons in adjoining parking spaces for the duration of the temporary use.

   c. The use of outdoor food and beverage service shall not interfere with ADA accessible parking spaces or access to adjacent and surrounding businesses.

   d. The temporary use shall obtain all necessary permits and/or authorizations required by the City and/or state and federal agencies.

G. *Time limitation.*

1. The code official may issue a temporary use or structure permit up to the durations set forth in Table A, Table of Temporary Use and Structure Permit Duration.

Table A, Table of Temporary Use and Structure Permit Duration

Temporary Use or Structure	**Maximum Duration**	**Applicable Development Standards**
Temporary Uses or Structures (not including activities listed in MICC 19.06.130(D), exemptions and mobile food vendors)	180 Days [1]	MICC 19.06.130(E)
Activities listed in MICC 19.06.130(D), exemptions not related to another permit.	30 days of site occupation or operation in any calendar year, unless otherwise stated	MICC 19.06.130(D)
Activities listed in MICC 19.06.130(D), exemptions related to another permit.	180 days of site occupation or operation in any calendar year, unless otherwise stated [1]	MICC 19.06.130(D)
Mobile food vendors	30 days or as provided pursuant to the terms of the issued temporary use permit	MICC 19.06.130(F)(1)

[1] The code official may grant an extension not to exceed 30 days in total, upon the applicant showing compliance with all conditions of permit approval. If a request for an extension is not received in writing at least one week prior to the end of the time limit stated on the temporary use permit, the temporary use permit shall expire and the use or structure shall be timely removed pursuant to MICC 19.06.130(I).

H. *Limitation on activity*. A property will not be granted a temporary use permit for a temporary use or structure for a minimum of three months after the expiration of a previous temporary use or structure permit except pursuant to a renewal authorized by this section.

I. *Removal of a temporary use*. The code official shall establish, as a condition of each temporary use permit, a date by which the use/structure and all physical evidence of the use/structure must be removed. The site occupied by the temporary use or structure shall be restored to the original or better condition upon the removal of the use or structure. If the permittee has not removed the use/structure as required by the temporary use permit, the city may take any and all enforcement actions permitted by law, including, but not limited to abatement pursuant to MICC Title 6.

J. *Assurance device*. The code official may require a financial guarantee pursuant to the requirements in MICC 19.01.060, in a form acceptable to the City's finance department, to assure compliance with the provisions of this title and the temporary use permit as approved.

EXHIBIT C

MICC 19.15.030 – Land Use Review Types.

There are four categories of land use review that occur under the provisions of the development code.

A. *Type I.* Type I reviews are based on clear, objective and nondiscretionary standards or standards that require the application of professional expertise on technical issues.

B. *Type II.* Type II reviews are based on clear, objective and nondiscretionary standards or standards that require the application of professional expertise on technical issues. The difference between Type I and Type II review is that public notification shall be issued for Type II decisions.

C. *Type III.* Type III reviews require the exercise of discretion about nontechnical issues.

D. *Type IV.* Type IV reviews require discretion and may be actions of broad public interest. Decisions on Type IV reviews are only taken after an open record hearing.

E. The types of land use approvals are listed in Table A of this section. The required public process for each type of land use approval are listed in Table B of this section.

F. *Consolidated permit processing.* An application for a development proposal that involves the approval of two or more Type II, III and IV reviews may be processed and decided together, including any administrative appeals, using the highest numbered land use decision type applicable to the project application. Consolidated land use reviews shall be subject to the longest review time period identified in MICC 19.15.040.

1. The following permits and land use reviews are excluded from consolidated review and approval:

    a. Building permits associated with the construction of one or more new single-family dwellings on lots resulting from the final plat approval of a short subdivision or long subdivision.

    b. Building permits associated with shoreline conditional use permits and shoreline variance.

    c. Project SEPA reviews.

2. When a review is heard by multiple decision bodies, the higher decision body will make the final decision, and the lower decision body will review the project at a public meeting and issue a recommendation that will be reviewed by the higher decision body. The higher decision body will either adopt the recommendation as part of the permit conditions, will remand the recommendation back to the lower body for further consideration, will amend the recommendation, or will deny adoption of the recommendation and will adopt their own permit conditions. The hierarchy of decision bodies is as follows, from highest to lowest:

    a. City council;

b. Hearing examiner;

c. Design commission.

G. *Interior alterations exempt from site plan review.*

1. Applications for interior alterations are exempt from site plan review provided they meet the following criteria:

a. The proposed development does not result in additional sleeping quarters or bedrooms;

b. The proposed development would not result in nonconformity with federal emergency management agency substantial improvement thresholds; or

c. The proposed development would not increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

2. Applications for interior alterations are subject to review for consistency with any otherwise applicable building, plumbing, mechanical, or electrical codes.

H. *Land use review types and review processing procedures.*

Table A. Land Use Review Type

Type I	Type II	Type III	Type IV
• Home business • Nonmajor single-family dwelling building permits • Tree removal permit • Right-of-way permit • Special needs group housing safety determination • Tenant improvement/change of use • Shoreline exemption [1] • Critical area review [1] • Temporary commerce on public property • Site development permits • Transportation concurrency certificate • Temporary use permit	• Modified wireless communication facilities (6409 per 47 CFR 1.40001) • Lot line revision • Setback deviations • Final plat [2,3] • Code official design review • Accessory dwelling unit • Parking modification [7] (reviewed by city engineer) • Small wireless facility deployment • Seasonal development limitation waiver • Final short plat	• New and modified wireless (non-6409) eligible facility • SEPA threshold determination • Critical area review 2 • Public agency exception • Temporary encampment [4] • Short plat alteration and vacations • Preliminary short plat • Development code interpretations • Major single-family dwelling building permit [5] • Shoreline substantial development permit [1] • Shoreline revision (substantial development) [1]	• Preliminary long plat approval • Conditional use permit • Variance • Critical areas reasonable use exception • Long plat alteration and vacations • Parking modifications [7] (reviewed by design commission) • Variance from short plat acreage limitation • Wireless communication facility height variance • Planned unit development • Design commission design review • Permanent commerce on public property • Shoreline conditional use permit (SCUP) [6] • Shoreline variance [6] • Shoreline revision (variance and SCUP)

MICC 19.06.050 – Commerce and Temporary Structures on Public Property.

A. The purpose of this chapter is to allow for the safe, healthful and aesthetic use of public property for the benefit of private commerce. The provisions of this chapter do not exempt proposed activities from compliance with other titles of the Mercer Island City Code.

B. The provisions of this section shall apply only to public sidewalks, streets and rights-of-way within the Town Center zone.~~, Planned Business Zone, and Commercial Office zone.~~

C. Any person(s), corporation, or company who wishes to use the public right-of-way for the exchange of goods or service shall apply for a private commerce on public property permit~~, except as provided below~~. Such permit shall be in the form specified by the code official and shall contain such information as deemed necessary by the code official.

~~1. Temporary uses and structures associated with commerce on public property operating for no more than a total of seven calendar days or less in any given 90-calendar day period do not require a permit. Nothing in this section exempts commerce on public property activities from compliance with the criteria in MICC 19.06.050(D), Criteria for permit.~~

D. *Criteria for permit.* A private commerce on public property permit shall be reviewed based on the following criteria:

1. The applicant business has an active business license for a location immediately adjacent to the public property location where the request has been made.

2. The location of the private commerce on public property ~~business~~ activity does not create a safety, noise, or environmental hazard for motorists, bicyclists or pedestrians.

   a. The ~~business~~ private commerce on public property location maintains sufficient area for the free passage of deliveries, service access, and pedestrians per ADA standards, along sidewalks and access to other adjacent businesses.

   b. The ~~business~~ private commerce on public property location does not obstruct the views of motorists turning into or out of a street or parking lot.

3. The business operation does not generate litter, noise or other nuisances that would be objectionable to the public or other businesses in the immediate area.

   a. Adequate refuse containers shall be provided.

   b. Hours of operations are sensitive to the surrounding neighborhood.

   ~~c. No music or sound is amplified.~~

   d. The area can be maintained in a clean condition.

   e. Physical improvements can be removed or secured when not in operation.

~~4. The design for any improvements is consistent with the design requirements for the Town Center plan.~~

4~~5~~. The location and design do not unreasonably obstruct the visibility of any adjacent businesses or their signage.

5~~6~~. The location of a private commerce on public property business engaged in the sale of alcoholic beverages is separated from the public space with a barrier, fence, landscaping or other demarcation.

6. The total number of public parking stalls occupied by the commerce on public property activity may not exceed two public parking stalls immediately adjacent to the business associated with the activity.

E. A permit to operate a private business on public property shall be subject to design review ~~reviewed and approved by the design commission~~; provided, that occasional, temporary business operations involving temporary structures and/or temporary right-of-way obstructions may be approved by the code official. ~~Permit applications from one or a group of existing eating and drinking establishments at Mercer Island to temporarily operate private business on public property during the effective period set forth in section 6 of Ordinance No. 21C-25 shall be considered to be temporary, and they may be approved by the code official without review or approval by the design commission.~~ Permit applications from existing eating and drinking establishments on Mercer Island to temporarily provide outdoor food and beverage service on public property adjacent to the eating and drinking establishment shall be considered to be temporary, and they may be approved by the code official ~~without review or approval by the design commission~~.

F. All permittees must comply with all applicable city, county, state and federal laws, including the International Fire Code.

G. Permits for ongoing commercial use on public property shall be subject to renewal annually on the date of the original permit approval. Failure to submit a renewal request within 30 days of the annual renewal date shall result in the suspension of the permit.

H. The revocation of a permit shall be governed by chapter 6.10 MICC.

I. The provisions of this section shall not apply to ~~the annual event known as the "Mercer Island Farmers Market," or~~ the annual city sponsored event known as "Summer Celebration"~~ or other events sponsored fully or in part by the City~~.

J. The code official may require a bond or assignment of funds as set out in MICC 19.01.060(C) to ensure that public property subject to commercial use under this section is restored to its former condition immediately following cessation of the commercial use.

K. The code official may require evidence of insurance, indemnification or other measures deemed necessary and sufficient to limit the city's liability for the acts or omissions of persons,

corporations, or companies seeking and obtaining permission to use public property for commercial purposes.

~~L. A commerce on public property authorization does not constitute a surrender by the city of any property rights to the right-of-way. Additionally:~~

~~1. The City Engineer may require removal of improvements associated with commerce on public property if it is determined to create a hazard or as required to perform scheduled or ongoing maintenance, public works projects, emergency operations, or other municipal activities.~~

MICC 19.06.130 – Temporary Use and Structure Permits.

A. *Purpose and applicability*. A temporary use permit authorizes a use or conforming structure on private property on a short-term basis. Temporary encampments are not considered temporary uses for purposes of this section and are instead subject to the requirements contained within MICC 19.06.090.

B. *Permit required*.

1. No temporary use or structure shall be permitted within the city except in accordance with the provisions of this chapter. A temporary use permit is required for temporary uses and structures except those specifically exempted pursuant to MICC 19.06.130(D).

2. The property owner or their authorized agent may apply for a temporary use permit on private property.

3. Any temporary use or structure authorized by this chapter may be subject to other permitting and review requirements of the MICC and/or other public agencies.

C. *Application*. ~~Applications~~ The application for a temporary use permit~~s, temporary structure deviation permits, and renewal of temporary structure deviation permits~~ shall be submitted on forms obtained from the Community Planning & Development Department, and consistent with MICC 19.15.060. The application shall contain all information deemed necessary by the code official to determine if the proposed permit or action will comply with the requirements of this section. The Community Planning & Development Department shall verify that the application is consistent with the requirements of this chapter, and that the application contains proof of a valid business license, if applicable. Temporary use applications shall be processed as a Type I land use review, pursuant to MICC 19.15.030 Land Use Review Types.

~~1. Temporary use permit applications shall be processed as a Type II land use review, pursuant to MICC 19.15.030 Land Use Review Types, and are subject to MICC 19.06.130(E), Criteria for approval. Temporary use permit approvals shall be valid for five years.~~

~~2. Temporary structure deviation permit applications shall be processed as a Type III land use review, pursuant to MICC 19.15.030 Land Use Review Types, and are subject to MICC 19.06.130(E), Criteria for approval and MICC 19.06.130(F), Temporary structure deviation criteria. Temporary structure deviation permit approvals shall be valid for five years, with the option for renewal.~~

~~3. Applications for renewal of temporary structure deviation permits shall be processed as a Type II land use review, pursuant to MICC 19.15.030 Land Use Review Types, and subject to the following criteria:~~

~~a. Temporary structure deviation permits shall not be eligible for renewal 20 years after the date of original approval. After 20 years, a new temporary structure deviation permit is required.~~

~~b. Documentation must be provided that all conditions of permit approval have been met.~~

~~c. No changes to the use, structure, or associated deviation have been made.~~

~~d. A complete application must be submitted to the Community Planning & Development Department at least 90 days prior to expiration of a five year term.~~

~~e. Renewals shall be valid for five years.~~

D. *Exemptions*. ~~The following temporary uses and structures are exempt from the permit requirements of this chapter but shall comply with other substantive requirements of this chapter unless specifically noted otherwise:~~

1. The following activities on private property are exempt from the permit requirements of this chapter, but shall comply with other substantive requirements of this chapter, unless specifically noted otherwise:

~~1. Any temporary use or structure that complies with the development standards of the underlying zone applicable to the site on which the temporary use or structure is located may be allowed provided the duration does not exceed a single term of seven consecutive days within any given 90-day period;~~

~~2. Any temporary use or structure that cannot meet the development standards of the underlying zone applicable to site on which the temporary use or structure is located may be allowed with a maximum duration of 72 hours within any given 60-day period;~~

~~3~~a. Garage sales, yard sales, and estate sales conducted by or on behalf of the occupant(s) of a residential dwelling. Tents or other temporary structures used in conjunction with any garage, yard, or estate sale shall not exceed 120 square feet in area~~, provided the use does not exceed 30 days in a calendar year~~;

~~4~~b. Rummage and other outdoor sales sited at a school, place of worship, or other nonresidential institutional facility~~, provided the use does not exceed 30 days in a calendar year~~;

c. Fireworks stands operating under a permit issued by the fire marshal's office.

~~5. Any temporary structure used for worship under 250 square feet in area and 10 feet in height erected for no more than a total of 15 calendar days in any given 365-day period.~~

~~6~~c. *Exemptions for Construction-Related Activities*. The following uses and structures do not require a temporary use permit, provided they are associated with an approved land use application and/or construction permit~~ and the use is discontinued within 30 days of the project completion, cessation of work, or completion of real estate rental or sales activities~~:

~~a~~i. ~~When located in the R-8.4, R-9.6, R-12, and/or R-15 zones, a single c~~Contractor's office ~~under 400 square feet~~, storage yard, and equipment parking and ~~equipment~~ servicing ~~(not to exceed 8 hours in duration)~~ on or near the site or in the vicinity of an active construction project.

~~b. In all other zones, a contractor's office, storage yard, and equipment parking and equipment servicing on or near the site or in the vicinity of an active construction project.~~

~~c~~ii. Sales/marketing trailers used for the purpose of real estate sales and/or rental information, located within the subdivision or development to which they pertain.

E. *Criteria for approval*.

1. The code official, in consultation with appropriate City departments, shall review each application for a temporary use permit. The code official may approve, or condition and approve, an application for a temporary use permit if the application satisfies all of the following criteria:

a. The temporary use will not be materially detrimental to the public health, safety or welfare, nor injurious to property or improvements in the vicinity of the temporary use;

b. Structures proposed for the temporary use comply with applicable provisions of the Building and Fire Codes;

c. ~~The temporary use shall obtain all necessary permits and/or authorizations required by the City and/or state and federal agencies;~~

~~d.~~ The structure or use is located where there is safe ingress and egress from the street, including a clear sight area adjacent to the street;

~~e~~d. Adequate parking is available to serve the temporary use, and if applicable, the temporary use does not occupy required off-street parking areas for adjacent or nearby uses;

~~f. Use of any portion or percentage of private off-street parking areas for outdoor food and beverage service shall require the landlord's / property owner's approval. Nothing in this section compels a landlord or property owner to permit a tenant to expand its business to the exterior;~~

~~g. The use or structure shall not interfere with ADA accessible parking spaces or access to adjacent and surrounding businesses;~~

~~h~~e. Hours of operation of the temporary use are specified, and would not adversely impact surrounding uses;

~~if~~. The temporary use will not cause nuisance factors such as noise, light, or glare which would adversely impact surrounding land uses~~. Any mechanical equipment shall not exceed the maximum permissible noise levels set forth in WAC 173-60-040, which is hereby incorporated as though fully set forth herein. Any such equipment shall not be located within 5 feet of any lot line abutting properties within the R-8.4, R-9.6, R-12, and R-15 zones~~;

~~ig~~. The temporary use will not include permanent fencing, walls, or other structures that would hinder removal of the structure from the site; and

~~kh~~. The temporary use will comply with the applicable portions of MICC Title 19 including, but not limited to, Ch. 19.07, Environment, 19.10, Trees, 19.13, Shoreline Master Program, and 19.21, Environmental Procedures.

2. Except as otherwise provided above, the underlying development standards of the zoning designation applicable to the site on which the temporary use or structure is proposed do not apply.

F. *Additional criteria for certain temporary uses/structures.* The following temporary uses and structures are permitted when authorized by the issuance of a temporary use permit when the applicable conditions set forth in this section and in MICC 19.06.130(E), Criteria for approval, have been met. ~~*Temporary structure deviation criteria.* Temporary structures which cannot meet the development standards of the underlying zone applicable to the site on which the temporary structure is located, and require a temporary use permit, may apply for a temporary structure deviation. The code official may approve, or condition and approve, an application for a temporary structure deviation subject to the criteria in subsections (E)(1)(a) through (j) and the following criteria:~~

1. Mobile Food Vendors. Mobile food vendors shall comply with the following conditions:

a. The mobile food vendor shall obtain and keep the Eastside Fire and Rescue permit or approval and King County Health Department permit or approval on the mobile food vending facility at all times, and copies of these approvals shall be made available to the City upon the City's request.

b. The mobile food vendor must be located on a paved surface. If the mobile food vendor will be operating within a parking area, the mobile food vending facility may not protrude into the drive aisle, block fire lanes, or result in the site providing less than the required minimum number of parking stalls.

c. A mobile food vendor shall not be parked in a location that will impede garbage collection.

d. A mobile food vendor must obtain permission from the property owner prior to operating.

e. The mobile food vendor must have fully functional wheels and be able to move immediately by being towed or driven without the removal of blocks or other structural devices.

2. Subject to approval by the code official, existing eating and drinking establishments may temporarily utilize private parking areas for outdoor food and beverage service, provided the private parking area is immediately adjacent to the eating and drinking establishment, and the following conditions are met:

a. Use of any portion or percentage of private off-street parking areas for outdoor food and beverage service shall require the landlord's / property owner's approval. Nothing in this section compels a landlord or property owner to permit a tenant to expand its business to the exterior.

b. To the extent necessary to provide outdoor food and beverage service, minimum parking regulations normally applicable to eating and drinking establishments required in MICC 19.04.040 and MICC 19.11.130 are waived to enable such uses to serve patrons in adjoining parking spaces for the duration of the temporary use.

c. The use of outdoor food and beverage service shall not interfere with ADA accessible parking spaces or access to adjacent and surrounding businesses.

d. The temporary use shall obtain all necessary permits and/or authorizations required by the City and/or state and federal agencies.

~~1. The proposed use is allowed in the underlying zone, including allowances provided by a conditional use permit.~~

~~2. The temporary structure must be accessory to the established use of the property.~~

~~3. Temporary structures shall ensure sufficient temporary or permanent vegetative or equal screening from adjacent residentially zoned properties and public right of way to mitigate visual effects created by the deviation.~~

~~4. The proposed structure provides significant public benefit. Significant public benefit may be demonstrated by meeting one of the following conditions:~~

~~a. The temporary use or structure is owned or operated by the City of Mercer Island;~~

~~b. The temporary use or structure is owned or operated by an organization or corporation serving at least 250 people; or~~

~~c. The temporary use or structure is open to the general public without charge and access is not limited to membership in an organization.~~

~~5. A temporary structure deviation does not allow a deviation from the applicable provisions in MICC Chapters 19.07 Environment, 19.10 Trees, 19.13 Shoreline Master Program, and 19.21 Environmental Procedures.~~

~~6. Deviations for temporary structures shall be limited to the following. Deviations from requirements not listed below are strictly prohibited.~~

~~a. The maximum gross floor area for temporary structures shall be 20 percent of the lot area.~~

~~b. The maximum lot coverage for temporary structures shall be limited to 10 percent of the lot area.~~

~~c. Temporary structures may exceed the maximum building height allowed in the underlying zone, including allowances provided by a conditional use permit, by the lesser of 35 percent or 10 feet.~~

~~d. Yard setbacks may be reduced to four feet, subject to the following:~~

~~i. The temporary structure is not adjacent to a property with an established residential use.~~

~~ii. The height of the structure within the setback area of the underlying zone, including allowances provided by a conditional use permit, does not exceed 20 feet.~~

G. *Time limitation.* ~~Temporary uses or structures may operate for a total of 180 days per calendar year.~~

1. The code official may issue a temporary use or structure permit up to the durations set forth in Table A, Table of Temporary Use and Structure Permit Duration.

Table A, Table of Temporary Use and Structure Permit Duration

Temporary Use or Structure	**Maximum Duration**	**Applicable Development Standards**
Temporary Uses or Structures (not including activities listed in MICC 19.06.130(D), exemptions and mobile food vendors)	180 Days [1]	MICC 19.06.130(E)
Activities listed in MICC 19.06.130(D), exemptions not related to another permit.	30 days of site occupation or operation in any calendar year, unless otherwise stated	MICC 19.06.130(D)
Activities listed in MICC 19.06.130(D), exemptions related to another permit.	180 days of site occupation or operation in	MICC 19.06.130(D)

	any calendar year, unless otherwise stated [1]	
Mobile food vendors	30 days or as provided pursuant to the terms of the issued temporary use permit	MICC 19.06.130(F)(1)

[1] The code official may grant an extension not to exceed 30 days in total, upon the applicant showing compliance with all conditions of permit approval. If a request for an extension is not received in writing at least one week prior to the end of the time limit stated on the temporary use permit, the temporary use permit shall expire and the use or structure shall be timely removed pursuant to MICC 19.06.130(I).

H. *Limitation on activity*. A property will not be granted a temporary use permit for a temporary use or structure for a minimum of three months after the expiration of a previous temporary use or structure permit except pursuant to a renewal authorized by this section.

I. *Removal of a temporary use*. The code official shall establish, as a condition of each temporary use permit, a date by which the use/structure and all physical evidence of the use/structure must be removed. The site occupied by the temporary use or structure shall be restored to the original or better condition upon the removal of the use or structure. If the permittee has not removed the use/structure as required by the temporary use permit, the city may take any and all enforcement actions permitted by law, including, but not limited to abatement pursuant to MICC Title 6.

J. *Assurance device*. The code official may require a financial guarantee pursuant to the requirements in MICC 19.01.060, in a form acceptable to the City's finance department, to assure compliance with the provisions of this title and the temporary use permit as approved.

MICC 19.15.030 – Land Use Review Types.

There are four categories of land use review that occur under the provisions of the development code.

A. *Type I.* Type I reviews are based on clear, objective and nondiscretionary standards or standards that require the application of professional expertise on technical issues.

B. *Type II.* Type II reviews are based on clear, objective and nondiscretionary standards or standards that require the application of professional expertise on technical issues. The difference between Type I and Type II review is that public notification shall be issued for Type II decisions.

C. *Type III.* Type III reviews require the exercise of discretion about nontechnical issues.

D. *Type IV.* Type IV reviews require discretion and may be actions of broad public interest. Decisions on Type IV reviews are only taken after an open record hearing.

E. The types of land use approvals are listed in Table A of this section. The required public process for each type of land use approval are listed in Table B of this section.

F. *Consolidated permit processing.* An application for a development proposal that involves the approval of two or more Type II, III and IV reviews may be processed and decided together, including any administrative appeals, using the highest numbered land use decision type applicable to the project application. Consolidated land use reviews shall be subject to the longest review time period identified in MICC 19.15.040.

1. The following permits and land use reviews are excluded from consolidated review and approval:

    a. Building permits associated with the construction of one or more new single-family dwellings on lots resulting from the final plat approval of a short subdivision or long subdivision.

    b. Building permits associated with shoreline conditional use permits and shoreline variance.

    c. Project SEPA reviews.

2. When a review is heard by multiple decision bodies, the higher decision body will make the final decision, and the lower decision body will review the project at a public meeting and issue a recommendation that will be reviewed by the higher decision body. The higher decision body will either adopt the recommendation as part of the permit conditions, will remand the recommendation back to the lower body for further consideration, will amend the recommendation, or will deny adoption of the recommendation and will adopt their own permit conditions. The hierarchy of decision bodies is as follows, from highest to lowest:

    a. City council;

    b. Hearing examiner;

c. Design commission.

G. *Interior alterations exempt from site plan review.*

1. Applications for interior alterations are exempt from site plan review provided they meet the following criteria:

a. The proposed development does not result in additional sleeping quarters or bedrooms;

b. The proposed development would not result in nonconformity with federal emergency management agency substantial improvement thresholds; or

c. The proposed development would not increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

2. Applications for interior alterations are subject to review for consistency with any otherwise applicable building, plumbing, mechanical, or electrical codes.

H. *Land use review types and review processing procedures.*

Table A. Land Use Review Type

Type I	Type II	Type III	Type IV
• Home business • Nonmajor single-family dwelling building permits • Tree removal permit • Right-of-way permit • Special needs group housing safety determination • Tenant improvement/change of use • Shoreline exemption [1] • Critical area review [1] • Temporary commerce on public property • Site development permits • Transportation concurrency certificate • Temporary use permit	• Modified wireless communication facilities (6409 per 47 CFR 1.40001) • Lot line revision • Setback deviations • Final plat [2,3] • Code official design review • Accessory dwelling unit • Parking modification [7] (reviewed by city engineer) • Small wireless facility deployment • Seasonal development limitation waiver • Final short plat ~~• Temporary use permit~~ ~~• Temporary structure deviation renewal~~	• New and modified wireless (non-6409) eligible facility • SEPA threshold determination • Critical area review 2 • Public agency exception • Temporary encampment [4] • Short plat alteration and vacations • Preliminary short plat • Development code interpretations • Major single-family dwelling building permit [5] • Shoreline substantial development permit [1] • Shoreline revision (substantial development) [1] ~~• Temporary structure deviation~~	• Preliminary long plat approval • Conditional use permit • Variance • Critical areas reasonable use exception • Long plat alteration and vacations • Parking modifications [7] (reviewed by design commission) • Variance from short plat acreage limitation • Wireless communication facility height variance • Planned unit development • Design commission design review • Permanent commerce on public property • Shoreline conditional use permit (SCUP) [6] • Shoreline variance [6] • Shoreline revision (variance and SCUP)

AB 6808 – INTERIM REGULATIONS / PLANNING COMMISSION RECOMMENDATION MATRIX

This matrix identifies the differences between three different versions of the development code: 1) The code as it existed prior to June 2024; 2) The code as amended through the interim regulations adopted in June 2024 under Ordinance No. 24C-07 and currently effective until December 2025; and 3) The proposed code recommended by the Planning Commission following two public meetings and two public hearings.

Terms/Notation Used:

'MINOR' Classification	The Planning Commission recommended code results in a minor amendment that does not include substantive policy amendments from either the code prior to June 2024 or the interim regulations currently in effect.	Log Nos.: 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 26
'SUBSTANTIVE' Classification	The Planning Commission recommended code results in significant amendments from either the code prior to June 2024 or the interim regulations currently in effect.	Log Nos.: 3, 4, 14, 15, 19, 20, 21, 22, 23, 24, 27
–	The section does not exist in the code prior to June 2024, or the section was not amended as part of the interim regulations currently in effect.	
RED	Visually highlights the differences between the Planning Commission recommendation and either the code prior to June 2024 or the interim regulations currently in effect.	

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comments
MICC 19.06.050 – Commerce on Public Property					
1	MICC 19.06.050 Title	MICC 19.06.050 – Commerce on Public Property	–	MICC 19.06.050 – Commerce and Temporary Structures on Public Property.	MINOR
2	(A)	A. The purpose of this chapter is to allow for the safe, healthful and aesthetic use of public property for the benefit of private commerce.	–	A. The purpose of this chapter is to allow for the safe, healthful and aesthetic use of public property for the benefit of private commerce. The provisions of this chapter do not exempt proposed activities from compliance with other titles of the Mercer Island City Code.	MINOR
3	(B)	B. The provisions of this section shall apply only to public sidewalks, streets and rights-of-way within the Town Center zone	–	B. The provisions of this section shall apply only to public sidewalks, streets and rights-of-way within the Town Center zone, Planned	SUBSTANTIVE Expands the applicability of commerce on public property to public sidewalks, streets, and

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
				Business Zone, and Commercial Office zone.	rights-of-way in other zones outside of the Town Center.
4	(C)	C. Any person(s), corporation, or company who wishes to use the public right-of-way for the exchange of goods or services shall apply for a private commerce on public property permit. Such permit shall be in the form specified by the code official and shall contain such information as deemed necessary by the code official.	–	C. Any person(s), corporation, or company who wishes to use the public right-of-way for the exchange of goods or service shall apply for a private commerce on public property permit, except as provided below. Such permit shall be in the form specified by the code official and shall contain such information as deemed necessary by the code official. 1. Temporary uses and structures associated with commerce on public property operating for no more than a total of seven calendar days or less in any given 90-calendar day period do not require a permit. Nothing in this section exempts commerce on public property activities from compliance with the criteria in MICC 19.06.050(D), Criteria for permit.	SUBSTANTIVE Exempts any temporary use and/or structure associated with commerce on public property operating for no more than a total of seven calendar days or less in a 90-day period from obtaining a permit.
5	(D)(2)	2. The location of the business activity does not create a safety hazard for motorists, bicyclists or pedestrians.	–	2. The location of the private commerce on public property ~~business~~ activity does not create a safety, noise, or environmental hazard for motorists, bicyclists or pedestrians.	MINOR
6	(D)(2)(a)	a. The business location maintains sufficient area for the free passage of pedestrians along	–	a. The ~~business~~ private commerce on public property location maintains sufficient area for the free passage of deliveries,	MINOR

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
		sidewalks and access to other adjacent businesses.		service access, and pedestrians per ADA standards, along sidewalks and access to other adjacent businesses.	
7	(D)(2)(b)	b. The business location does not obstruct the views of motorists turning into or out of a street or parking lot.	–	b. The ~~business~~ private commerce on public property location does not obstruct the views of motorists turning into or out of a street or parking lot.	MINOR
8	(D)(3)(c)	c. No music or sound is amplified.	–	~~c. No music or sound is amplified.~~	MINOR Allows a business operation to amplify music or sound. Note that the business would still be subject to the Nuisance Control Code in Chapter 8.24 MICC.
9	(D)(4)	4. The design for any improvements is consistent with the design requirements for the Town Center plan.	4. The design for any non-temporary improvements is consistent with the design requirements for the Town Center plan.	~~4. The design for any improvements is consistent with the design requirements for the Town Center plan.~~	MINOR Design standards for any permanent improvements in the Town Center is established in Chapter 19.11 MICC. This amendment does not result in changes to how these design standards are administered.
10	(D)(5)	5. The location and design do not unreasonably obstruct the visibility of any adjacent businesses.	–	4~~5~~. The location and design do not unreasonably obstruct the visibility of any adjacent businesses or their signage.	MINOR
11	(D)(6)	6. The location of a business engaged in the sale of alcoholic beverages is separated from the public space with a barrier, fence, landscaping or other demarcation.	–	5~~6~~. The location of a private commerce on public property business engaged in the sale of alcoholic beverages is separated from the public space with a	MINOR

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
				barrier, fence, landscaping or other demarcation.	
12	(E)	E. A permit to operate a private business on public property shall be reviewed and approved by the design commission; provided, that occasional, temporary business operations involving temporary structures and/or temporary right-of-way obstructions may be approved by the code official. Permit applications from one or a group of existing eating and drinking establishments at Mercer Island to temporarily operate private business on public property during the effective period set forth in section 6 of Ordinance No. 21C-25 shall be considered to be temporary, and they may be approved by the code official without review or approval by the design commission.	E. A permit to operate a private business on public property shall be reviewed and approved by the design commission; provided, that occasional, temporary business operations involving temporary structures and/or temporary right-of-way obstructions may be approved by the code official. ~~Permit applications from one or a group of existing eating and drinking establishments at Mercer Island to temporarily operate private business on public property during the effective period set forth in section 6 of Ordinance No. 21C-25 shall be considered to be temporary, and they may be approved by the code official without review or approval by the design commission.~~ Permit applications from existing eating and drinking establishments at Mercer Island to temporarily provide outdoor food and beverage service on public property adjacent to the eating and drinking establishment shall be considered to be temporary, and they may be approved by the code official without review or approval by the design commission.	E. A permit to operate a private business on public property shall be subject to design review ~~reviewed and approved by the design commission~~; provided, that occasional, temporary business operations involving temporary structures and/or temporary right-of-way obstructions may be approved by the code official. ~~Permit applications from one or a group of existing eating and drinking establishments at Mercer Island to temporarily operate private business on public property during the effective period set forth in section 6 of Ordinance No. 21C-25 shall be considered to be temporary, and they may be approved by the code official without review or approval by the design commission.~~ Permit applications from existing eating and drinking establishments at Mercer Island to temporarily provide outdoor food and beverage service on public property adjacent to the eating and drinking establishment shall be considered to be temporary, and they may be approved by the code official ~~without review or approval by the design commission~~.	MINOR Consistent with Ord 25C-14 which dissolved the Design Commission.
13	(E)	–	–	–	MINOR

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
					Staff Recommends the following amendment to the Planning Commission Recommendation in Log 12: E. A permit to operate a private business on public property shall be subject to design review ~~reviewed and approved by the design commission~~; provided, that occasional, temporary business operations involving temporary structures and/or temporary right-of-way obstructions may be approved by the code official. ~~Permit applications from one or a group of existing eating and drinking establishments at Mercer Island to temporarily operate private business on public property during the effective period set forth in section 6 of Ordinance No. 21C-25 shall be considered to be temporary, and they may be approved by the code official without review or approval by the design commission.~~ Permit applications from existing eating and drinking establishments ~~at~~ on Mercer Island to temporarily provide outdoor food and beverage service on public property adjacent to the eating and drinking establishment shall be considered to be temporary, and they may be approved by the code official ~~without review or approval by the design commission~~.

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
14	(I)	I. The provisions of this section shall not apply to the annual city-sponsored event known as "Summer Celebration."	–	I. The provisions of this section shall not apply to the annual event known as the "Mercer Island Farmers Market," or the annual city sponsored event known as "Summer Celebration" or other events sponsored fully or in part by the City.	SUBSTANTIVE Exempts additional events from compliance with this section. Any event that will be located fully or partially within the City ROW will be required to obtain a ROW Use Permit.
15	(L)	–	–	L. A commerce on public property authorization does not constitute a surrender by the city of any property rights to the right-of-way. Additionally: 1. The City Engineer may require removal of improvements associated with commerce on public property if it is determined to create a hazard or as required to perform scheduled or ongoing maintenance, public works projects, emergency operations, or other municipal activities.	SUBSTANTIVE Includes a mechanism for the City to remove improvements associated with commerce on public property in certain instances, including emergencies or maintenance operations.
New Section MICC 19.06.130 – Temporary Use Permits					
16	MICC 19.06.130 Title	–	MICC 19.06.130 – Temporary Use Permits	MICC 19.06.130 – Temporary Use and Structure Permits	MINOR
17	(A)	–	A. *Purpose and applicability.* A temporary use permit authorizes a use or structure on private property on a short-term basis. Temporary encampments are not considered temporary uses for purposes of this section and are instead subject to	A. *Purpose and applicability.* A temporary use permit authorizes a use or conforming structure on private property on a short-term basis. Temporary encampments are not considered temporary uses for purposes of this section and are instead subject to the	MINOR

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
			the requirements contained within MICC 19.06.090.	requirements contained within MICC 19.06.090.	
18	(B)	–	B. *Permit required.* 1. No temporary use or structure shall be permitted within the city except in accordance with the provisions of this chapter. A temporary use permit is required for temporary uses except those specifically exempted pursuant to MICC 19.06.130(D). 2. The property owner or their authorized agent may apply for a temporary use permit on private property. 3. Any temporary use or structure authorized by this chapter may be subject to other permitting and review requirements of the MICC and/or other public agencies.	B. *Permit required.* 1. No temporary use or structure shall be permitted within the city except in accordance with the provisions of this chapter. A temporary use permit is required for temporary uses and structures except those specifically exempted pursuant to MICC 19.06.130(D). 2. The property owner or their authorized agent may apply for a temporary use permit on private property. 3. Any temporary use or structure authorized by this chapter may be subject to other permitting and review requirements of the MICC and/or other public agencies.	MINOR
19	(C)	–	C. *Application.* The application for a temporary use permit shall be submitted on forms obtained from the Community Planning & Development Department, and consistent with MICC 19.15.060. The application shall contain all information deemed necessary by the code official to determine if the proposed permit or action will comply with the requirements of this section. The Community Planning & Development Department shall verify that the	C. *Application.* Applications for temporary use permits, temporary structure deviation permits, and renewal of temporary structure deviation permits shall be submitted on forms obtained from the Community Planning & Development Department, and consistent with MICC 19.15.060. The application shall contain all information deemed necessary by the code official to determine if the proposed permit or action will comply with the requirements of	SUBSTANTIVE Establishes three separate processes for temporary use permits, temporary structure deviation permits, and renewal of temporary structure deviation permits. Also establishes temporary use permits as a Type II land use review, instead of a Type I as originally drafted in the interim regulations. In summary:

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
			application is consistent with the requirements of this chapter, and that the application contains proof of a valid business license, if applicable. Temporary use applications shall be processed as a Type I land use review, pursuant to MICC 19.15.030 Land Use Review Types.	this section. The Community Planning & Development Department shall verify that the application is consistent with the requirements of this chapter, and that the application contains proof of a valid business license, if applicable. 1. Temporary use permit applications shall be processed as a Type II land use review, pursuant to MICC 19.15.030 Land Use Review Types, and are subject to MICC 19.06.130(E), Criteria for approval. Temporary use permit approvals shall be valid for five years. 2. Temporary structure deviation permit applications shall be processed as a Type III land use review, pursuant to MICC 19.15.030 Land Use Review Types, and are subject to MICC 19.06.130(E), Criteria for approval and MICC 19.06.130(F), Temporary structure deviation criteria. Temporary structure deviation permit approvals shall be valid for five years, with the option for renewal. 3. Applications for renewal of temporary structure deviation permits shall be processed as a Type II land use review, pursuant to MICC 19.15.030 Land Use Review Types, and subject to the following criteria:	Temporary use permits and renewals of temporary structure deviation permits would be subject to the Type II land use review process, while temporary structure deviation permits would be subject to the Type III land use review process, including noticing and decision procedures.

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
				a. Temporary structure deviation permits shall not be eligible for renewal 20 years after the date of original approval. After 20 years, a new temporary structure deviation permit is required. b. Documentation must be provided that all conditions of permit approval have been met. c. No changes to the use, structure, or associated deviation have been made. d. A complete application must be submitted to the Community Planning & Development Department at least 90 days prior to expiration of a five-year term. e. Renewals shall be valid for five years.	
20	(D)	–	D. *Exemptions.* 1. The following activities on private property are exempt from the permit requirements of this chapter, but shall comply with other substantive requirements of this chapter, unless specifically noted otherwise: a. Garage sales, yard sales, and estate sales conducted by or on behalf of the occupant(s) of a residential dwelling. Tents or other temporary structures used in conjunction with any garage, yard,	D. *Exemptions*. The following temporary uses and structures are exempt from the permit requirements of this chapter but shall comply with other substantive requirements of this chapter unless specifically noted otherwise: 1. Any temporary use or structure that complies with the development standards of the underlying zone applicable to the site on which the temporary use or structure is located may be allowed provided the duration does not	SUBSTANTIVE Exempts temporary uses from requiring a permit by duration and whether or not the structure or use is required to meet the development standards in the underlying zone. Also adds clarification for the duration of several exemptions that were included in the interim regulations and adds a new exemption for a temporary structure used for worship.

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
			or estate sale shall not exceed 120 square feet in area; b. Rummage and other outdoor sales sited at a school, church, or other nonresidential institutional facility; c. Fireworks stands operating under a permit issued by the fire marshal's office; d. Exemptions for Construction-Related Activities: The following uses and structures do not require a temporary use permit, provided they are associated with an approved land use application and/or construction permit: i. Contractor's office, storage yard, and equipment parking and servicing on or near the site or in the vicinity of an active construction project. ii. Sales/marketing trailers used for the purpose of real estate sales and/or rental information, located within the subdivision or development to which they pertain.	exceed a single term of seven consecutive days within any given 90-day period; 2. Any temporary use or structure that cannot meet the development standards of the underlying zone applicable to site on which the temporary use or structure is located may be allowed with a maximum duration of 72 hours within any given 60-day period; 3. Garage sales, yard sales, and estate sales conducted by or on behalf of the occupant(s) of a residential dwelling, provided the use does not exceed 30 days in a calendar year; 4. Rummage and other outdoor sales sited at a school, place of worship, or other nonresidential institutional facility, provided the use does not exceed 30 days in a calendar year; 5. Any temporary structure used for worship under 250 square feet in area and 10 feet in height erected for no more than a total of 15 calendar days in any given 365-day period. 6. Exemptions for Construction-Related Activities: The following uses and structures do not require a temporary use permit, provided they are associated with	

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
				an approved land use application and/or construction permit and the use is discontinued within 30 days of the project completion, cessation of work, or completion of real estate rental or sales activities: a. When located in the R-8.4, R-9.6, R-12, and/or R-15 zones, a single contractor's office under 400 square feet, storage yard, equipment parking and equipment servicing (not to exceed 8 hours in duration) on the site of an active construction project. b. In all other zones, a contractor's office, storage yard, and equipment parking and equipment servicing on or near the site or in the vicinity of an active construction project. c. Sales/marketing trailers used for the purpose of real estate sales and/or rental information, located within the subdivision or development to which they pertain.	
21	(E)	–	E. *Criteria for approval.* 1. The code official, in consultation with appropriate City departments, shall review each application for a temporary use permit. The code official may approve, or condition and approve, an application for a temporary use	E. *Criteria for approval.* 1. The code official, in consultation with appropriate City departments, shall review each application for a temporary use permit. The code official may approve, or condition and approve, an application for a temporary use	SUBSTANTIVE As a result of striking the entirety of subsection (F) from the interim regulations, several of those criteria were moved into the general "Criteria for approval" subsection, including parking standards, which were only applicable to outdoor dining.

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
			permit if the application satisfies all of the following criteria: a. The temporary use will not be materially detrimental to the public health, safety or welfare, nor injurious to property or improvements in the vicinity of the temporary use; b. The structure or use is located where there is safe ingress and egress from the street, including a clear sight area adjacent to the street; c. Structures proposed for the temporary use comply with applicable provisions of the Building and Fire Codes; d. Adequate parking is available to serve the temporary use, and if applicable, the temporary use does not occupy required off-street parking areas for adjacent or nearby uses; e. Hours of operation of the temporary use are specified, and would not adversely impact surrounding uses; f. The temporary use will not cause nuisance factors such as noise, light, or glare which would adversely impact surrounding land uses; g. The temporary use will not include permanent fencing, walls,	permit if the application satisfies all of the following criteria: a. The temporary use will not be detrimental to the public health, safety or welfare, nor injurious to property or improvements in the vicinity of the temporary use; b. Structures proposed for the temporary use comply with applicable provisions of the Building and Fire Codes; c. The temporary use shall obtain all necessary permits and/or authorizations required by the City and/or state and federal agencies; d. The structure or use is located where there is safe ingress and egress from the street, including a clear sight area adjacent to the street; e. Adequate parking is available to serve the temporary use, and if applicable, the temporary use does not occupy required off-street parking areas for adjacent or nearby uses; f. Use of any portion or percentage of private off-street parking areas for outdoor food and beverage service shall require the landlord's / property owner's approval. Nothing in this section compels a landlord or property	The most substantive change to this section is that all temporary uses and structures, except those specified in subsection (D) and the amended subsection (F), must meet the development standards in the underlying zone.

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
			or other structures that would hinder removal of the structure from the site; and h. The temporary use will comply with the applicable portions of MICC Title 19 including, but not limited to, Ch. 19.07, Environment, 19.10, Trees, 19.13, Shoreline Master Program, and 19.21, Environmental Procedures. 2. Except as otherwise provided above, the underlying development standards of the zoning designation applicable to the site on which the temporary use or structure is proposed do not apply.	owner to permit a tenant to expand its business to the exterior; g. The use or structure shall not interfere with ADA accessible parking spaces or access to adjacent and surrounding businesses; h. Hours of operation of the temporary use are specified, and would not adversely impact surrounding uses; i. The temporary use will not cause nuisance factors such as noise, light, or glare which would adversely impact surrounding land uses. Any mechanical equipment shall not exceed the maximum permissible noise levels set forth in WAC 173-60-040, which is hereby incorporated as though fully set forth herein. Any such equipment shall not be located within 5 feet of any lot line abutting properties within the R-8.4, R-9.6, R-12, and R-15 zones; j. The temporary use will not include permanent fencing, walls, or other structures that would hinder removal of the structure from the site; and k. The temporary use will comply with the applicable portions of MICC Title 19 including, but not limited to, Ch. 19.07, Environment, 19.10, Trees, 19.13,	

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
				Shoreline Master Program, and 19.21, Environmental Procedures.	
22	(F)	–	F. *Additional conditions for certain temporary uses/structures.* The following temporary uses and structures are permitted when authorized by the issuance of a temporary use permit when the applicable conditions set forth in this section and in MICC 19.06.130(E), Criteria for approval, have been met. 1. Mobile Food Vendors. Mobile food vendors shall comply with the following conditions: a. The mobile food vendor shall obtain and keep the Eastside Fire and Rescue permit or approval and King County Health Department permit or approval on the mobile food vending facility at all times, and copies of these approvals shall be made available to the City upon the City's request. b. The mobile food vendor must be located on a paved surface. If the mobile food vendor will be operating within a parking area, the mobile food vending facility may not protrude into the drive aisle, block fire lanes, or result in the site providing less than the required minimum number of parking stalls.	F. *Temporary structure deviation criteria.* Temporary structures which cannot meet the development standards of the underlying zone applicable to the site on which the temporary structure is located, and require a temporary use permit, may apply for a temporary structure deviation. The code official may approve, or condition and approve, an application for a temporary structure deviation subject to the criteria in subsections (E)(1)(a) through (j) and the following criteria: 1. The proposed use is allowed in the underlying zone, including allowances provided by a conditional use permit. 2. The temporary structure must be accessory to the established use of the property. 3. Temporary structures shall ensure sufficient temporary or permanent vegetative or equal screening from adjacent residentially zoned properties and public right of way to mitigate visual effects created by the deviation. 4. The proposed structure provides significant public benefit.	SUBSTANTIVE This section was rewritten by the Planning Commission to include criteria for those structures that would not meet certain development standards in the underlying zone to obtain a "Temporary Structure Deviation". The criteria include the requirement for the temporary structure to provide significant public benefit, screening, and allows certain underlying development standards to be exceeded or reduced, including building height, gross floor area, and lot coverage.

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
			c. A mobile food vendor shall not be parked in a location that will impede garbage collection. d. A mobile food vendor must obtain permission from the property owner prior to operating. e. The mobile food vendor must have fully functional wheels and be able to move immediately by being towed or driven without the removal of blocks or other structural devices.	Significant public benefit may be demonstrated by meeting one of the following conditions: a. The temporary use or structure is owned or operated by the City of Mercer Island; b. The temporary use or structure is owned or operated by an organization or corporation serving at least 250 people; or c. The temporary use or structure is open to the general public without charge and access is not limited to membership in an organization. 5. A temporary structure deviation does not allow a deviation from the applicable provisions in MICC Chapters 19.07 Environment, 19.10 Trees, 19.13 Shoreline Master Program, and 19.21 Environmental Procedures. 6. Deviations for temporary structures shall be limited to the following. Deviations from requirements not listed below are strictly prohibited. a. The maximum gross floor area for temporary structures shall be 20 percent of the lot area. b. The maximum lot coverage for temporary structures shall be limited to 10 percent of the lot area.	

<table>
<tr><th>Log No.</th><th>Code Section</th><th>Code Prior to June 2024</th><th>Interim Regulations (ORD No. 24C-07)</th><th>Planning Commission Recommendation</th><th>Classification & Staff Comme</th></tr>
<tr><td></td><td></td><td></td><td></td><td>c. Temporary structures may exceed the maximum building height allowed in the underlying zone, including allowances provided by a conditional use permit, by the lesser of 35 percent or 10 feet.

d. Yard setbacks may be reduced to four feet, subject to the following:

i. The temporary structure is not adjacent to a property with an established residential use.

ii. The height of the structure within the setback area of the underlying zone, including allowances provided by a conditional use permit, does not exceed 20 feet.</td><td></td></tr>
<tr><td>23</td><td>(G)</td><td>–</td><td>G. Time limitation.

1. The code official may issue a temporary use or structure permit up to the durations set forth in Table A, Table of Temporary Use and Structure Permit Duration.

Table A, Table of Temporary Use and Structure Permit Duration

<table><tr><th>Temporary Use or Structure</th><th>Maximum Duration</th><th>Applicable Development Standards</th></tr><tr><td>Temporary Uses or</td><td>180 Days[1]</td><td>MICC 19.06.130(E)</td></tr></table></td><td>G. Time limitation. Temporary uses or structures may operate for a total of 180 days per calendar year.</td><td>SUBSTANTIVE

The maximum durations from the interim regulations were incorporated into the subsections above. Unless otherwise stated, all temporary uses and structures may operate for a total of 180 days per calendar year.

The most substantive change in this section is the removal of the option for a 30-day extension from the code official.</td></tr>
</table>

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)			Planning Commission Recommendation	Classification & Staff Comme
			Structures (not including activities listed in MICC 19.06.130(D), Exemptions and Mobile food vendors)				
			Activities listed in MICC 19.06.130(D), Exemptions not related to another permit.	30 days of site occupation or operation in any calendar year, unless otherwise stated	MICC 19.06.130(D)		
			Activities listed in MICC 19.06.130(D), Exemptions related to another permit.	180 days of site occupation or operation in any calendar year, unless otherwise stated[1]	MICC 19.06.130(D)		

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
			<table><tr><td>Mobile food vendors</td><td>30 days or as provided pursuant to the terms of the issued tempora ry use permit</td><td>MICC 19.06.130(F)(1)</td></tr></table> [1]The code official may grant an extension not to exceed 30 days in total, upon the applicant showing compliance with all conditions of permit approval. If a request for an extension is not received in writing at least one week prior to the end of the time limit stated on the temporary use permit, the temporary use permit shall expire and the use or structure shall be timely removed pursuant to MICC 19.06.130(I).		
24	(H)	–	H. *Limitation on activity.* 1. A property will not be granted a temporary use permit for a temporary use or structure for a minimum of three months after the expiration of a previous temporary use or structure permit.	H. *Limitation on activity.* A property will not be granted a temporary use permit for a temporary use or structure for a minimum of three months after the expiration of a previous temporary use or structure permit except pursuant to a renewal authorized by this section.	SUBSTANTIVE – applies if Log 19, 22, and 27 are adopted.

Log No.	Code Section	Code Prior to June 2024	Interim Regulations (ORD No. 24C-07)	Planning Commission Recommendation	Classification & Staff Comme
25	(I)	–	I. *Removal of a temporary use.* The code official shall establish, as a condition of each temporary use permit, a date by which the use/structure and all physical evidence of the use/structure must be removed. The site occupied by the temporary use or structure shall be restored to the original or better condition upon the removal of the use or structure. If the permittee has not removed the use/structure as required by the temporary use permit, the city may take any and all enforcement actions permitted by law, including, but not limited to abatement pursuant to MICC Title 6.	I. *Removal of a temporary use.* The code official shall establish, as a condition of each temporary use permit, a date by which the use/structure and all physical evidence of the use/structure must be removed. The site occupied by the temporary use or structure shall be restored to the original or better condition upon the removal of the use or structure. If the permittee has not removed the use/structure as required by the temporary use permit, the city may take any and all enforcement actions permitted by law, including, but not limited to abatement pursuant to MICC Title 6.	No changes between interim regulations and Planning Commission recommendation.
26	(J)	–	J. *Assurance device*. The code official may require a financial guarantee pursuant to the requirements in MICC 19.01.060, in a form acceptable to the finance department, to assure compliance with the provisions of this title and the temporary use permit as approved.	J. *Assurance device*. The code official may require a financial guarantee pursuant to the requirements in MICC 19.01.060, in a form acceptable to the City's finance department, to assure compliance with the provisions of this title and the temporary use permit as approved.	MINOR

MICC 19.15.030 – Land Use Review Types			
27	(H) Table A		**Classification & Staff Comments**

Code Prior to June 2024

Table A. Land Use Review Type

Type I	Type II	Type III	Type IV
• Home business • Nonmajor single-family dwelling building permits • Tree removal permit • Right-of-way permit • Special needs group housing safety determination • Tenant improvement/change of use • Shoreline exemption [1] • Critical area review [1] • Temporary commerce on public property • Site development permits • Transportation concurrency certificate	• Modified wireless communication facilities (6409 per 47 CFR 1.40001) • Lot line revision • Setback deviations • Final plat [2,3] • Code official design review • Accessory dwelling unit • Parking modification [7] (reviewed by city engineer) • Small wireless facility deployment • Seasonal development limitation waiver • Final short plat	• New and modified wireless (non-6409) eligible facility • SEPA threshold determination • Critical area review [2] • Public agency exception • Temporary encampment [4] • Short plat alteration and vacations • Preliminary short plat • Development code interpretations • Major single-family dwelling building permit [5] • Shoreline substantial development permit [1] • Shoreline revision (substantial development) [1]	• Preliminary long plat approval • Conditional use permit • Variance • Critical areas reasonable use exception • Long plat alteration and vacations • Parking modifications [7] (reviewed by design commission) • Variance from short plat acreage limitation • Wireless communication facility height variance • Planned unit development • Design commission design review • Permanent commerce on public property • Shoreline conditional use permit (SCUP) [6] • Shoreline variance [6] • Shoreline revision (variance and SCUP)

SUBSTANTIVE – applies if 19, 22, and 24 are adopted.

Interim Regulations (ORD No. 24C-07)

Table A. Land Use Review Type

Type I	Type II	Type III	Type IV
• Home business • Nonmajor single-family dwelling building permits • Tree removal permit • Right-of-way permit • Special needs group housing safety determination • Tenant improvement/ change of use • Shoreline exemption [1] • Critical area review [1] • Temporary commerce on public property • Site development permits • Transportation concurrency certificate • Temporary use permit	• Modified wireless communication facilities (6409 per 47 CFR 1.40001) • Lot line revision • Setback deviations • Final plat [2,3] • Code official design review • Accessory dwelling unit • Parking modification [7] (reviewed by city engineer) • Small wireless facility deployment • Seasonal development limitation waiver • Final short plat	• New and modified wireless (non-6409) eligible facility • SEPA threshold determination • Critical area review [2] • Public agency exception • Temporary encampment [4] • Short plat alteration and vacations • Preliminary short plat • Development code interpretations • Major single-family dwelling building permit [5] • Shoreline substantial development permit [1] • Shoreline revision (substantial development) [1]	• Preliminary long plat approval • Conditional use permit • Variance • Critical areas reasonable use exception • Long plat alteration and vacations • Parking modifications [7] (reviewed by design commission) • Variance from short plat acreage limitation • Wireless communication facility height variance • Planned unit development • Design commission design review • Permanent commerce on public property • Shoreline conditional use permit (SCUP) [6] • Shoreline variance [6] • Shoreline revision (variance and SCUP)

Planning Commission Recommendation

Table A. Land Use Review Type

Type I	Type II	Type III	Type IV
• Home business • Nonmajor single-family dwelling building permits • Tree removal permit • Right-of-way permit • Special needs group housing safety determination • Tenant improvement/ change of use • Shoreline exemption [1] • Critical area review [1] • Temporary commerce on public property • Site development permits • Transportation concurrency certificate	• Modified wireless communication facilities (6409 per 47 CFR 1.40001) • Lot line revision • Setback deviations • Final plat [2,3] • Code official design review • Accessory dwelling unit • Parking modification [7] (reviewed by city engineer) • Small wireless facility deployment • Seasonal development limitation waiver • Final short plat • Temporary use permit • Temporary structure deviation renewal	• New and modified wireless (non-6409) eligible facility • SEPA threshold determination • Critical area review [2] • Public agency exception • Temporary encampment [4] • Short plat alteration and vacations • Preliminary short plat • Development code interpretations • Major single-family dwelling building permit [5] • Shoreline substantial development permit [1] • Shoreline revision (substantial development) [1] • Temporary structure deviation	• Preliminary long plat approval • Conditional use permit • Variance • Critical areas reasonable use exception • Long plat alteration and vacations • Parking modifications [7] (reviewed by design commission) • Variance from short plat acreage limitation • Wireless communication facility height variance • Planned unit development • Design commission design review • Permanent commerce on public property • Shoreline conditional use permit (SCUP) [6] • Shoreline variance [6] • Shoreline revision (variance and SCUP)

AB 6808 – Permanent Regulations for Temporary Uses and Structures Including Outdoor Dining (Ordinance No. 25C-26)



City Council
November 18, 2025

Molly McGuire, Senior Planner

2020-2024

Interim regulations for outdoor dining in response to Covid-19 Pandemic

No regulations for temporary uses and structures on private property

2024

Interim regulations for temporary uses and structures, including outdoor dining, adopted in response to 2024 Annual Docket items

2025

Planning Commission recommendation for private commerce on public property (MICC 19.06.050) and temporary uses and structures on private property (MICC 19.06.130)

Background

June 2024: Interim regulations adopted

September 10, 2025: PC 2nd public hearing and recommendation for permanent regulations

November 4, 2025: City Council First Reading – "*Move to remove Matrix Log Numbers **3, 4, 14, 15, 19, 20, 21, 22, 23, 24, and 27** as shown in AB 6801 Exhibit 3 from Ordinance No. 25C-26 and schedule Ordinance No. 25C-26 for second reading as amended.*"

December 16, 2025: Interim regulations expire

Ordinance No. 25C-26

- Does not include Log Numbers **3, 4, 14, 15, 19, 20, 21, 22, 23, 24, and 27**.

- Includes all minor amendments (16)

Planning Commission Recommendation and Interim Regulations Matrix

- Identifies the differences between three different versions of the development code
- PC Recommended changes are classified into two categories: **MINOR** (16) and **SUBSTANTIVE** (11)
- **No action is necessary to approve these changes**

Minor Amendments

- Matrix Reference Log No(s): 1, 2, 5, 6, 7, 8, 9, 10, 11, 12*, 13, 16, 17, 18, 25**, 26
- Do not include substantive policy amendments from either the code prior to 2024 or the interim regulations
- City Council may reject all minor amendments in the permanent regulations

Substantive Amendments

- Matrix Reference Log No(s): 3, 4, 14, 15, 19, 20, 21, 22, 23, 24, 27
- Result in significant policy changes from either the code prior to 2024 or the interim regulations
- City Council may reject all, some, or none of these amendments in the permanent regulations

Substantive Changes to Commerce on Public Property (MICC 19.06.050)

APPLICABILITY

*Matrix Reference Log No(s): **3, 14***

- Expands applicability to PBZ and C-O zones, in addition to the Town Center
- Adds “Mercer Island Farmer’s Market” and any other events sponsored fully or in part by the City to the provision that exempts “Summer Celebration” from compliance with this section

PERMIT REQUIRED

*Matrix Reference Log No(s): **4***

- Removes the requirement to obtain a permit for any temporary use and structure associated with commerce on public property that operates for no more than 7 calendar days over a 90-day period

REMOVAL

*Matrix Reference Log No(s): **15***

- Adds a provision to clarify that a commerce on public property approval does not constitute a surrender by the City and any property rights to the ROW and allows the City Engineer to require the removal of improvements under certain circumstances

Substantive Changes to Temporary Uses (MICC 19.06.130)

PERMIT REQUIRED

Matrix Reference Log No(s): ***20***

- Exempts two types of temporary uses from requiring a permit
- Adds maximum durations to all exempt activities
- Adds a new exempt activity for a structure used for worship and clarifies construction-related activities

APPLICATION PROCESS

Matrix Reference Log No(s): ***19, 22, 24, 27***

- Creates three new permits for temporary uses (interim regulations included only one Type I permit for all temporary uses/structures)
  - Temporary Use Permit (Type II)
  - Temporary Structure Deviation (Type III)
  - Temporary Structure Deviation Renewal (Type II)

Permit Types

	Type I	Type II	Type III	Type IV
Determination of Completeness	X	X	X	X
Public Notification (Bulletin Only)		X		
Public Notice (Mailing, Sign, Bulletin)			X	X
Code Official Decision	X	X	X	
Public Hearing & Hearing Examiner Decision				X
Notice of Decision (besides parties of record)			X	X

Matrix Reference Log No(s): ***19, 22, 24, 27***

Substantive Changes to Temporary Uses (MICC 19.06.130)

CRITERIA FOR APPROVAL

Matrix Reference Log No(s): ***21***

- Rearranges subsections to strike the additional criteria of approval for special temporary uses and structures, and includes the parking requirements from this section in the general criteria for approval section
- Includes the addition of a standard to prevent mechanical equipment from exceeding the maximum permissible noise levels
- Removes the provision that exempts temporary uses and structures from compliance with the underlying development standards

TIME LIMITATIONS

Matrix Reference Log No(s): ***23***

- Strikes the option that allows for a temporary use or structure to request a 30-day extension, in addition to the maximum durations outlined in Table A. All temporary uses and structures would be subject to a duration of 180 days

Substantive Changes to Temporary Uses (MICC 19.16.130)

TEMPORARY STRUCTURE DEVIATIONS

Matrix Reference Log No(s): ***19, 22, 24, 27***

- Allows a temporary structure that provides significant public benefit to exceed certain development standards as follows:
  - Maximum gross floor area by 20%
  - Maximum lot coverage by 10%
  - Maximum building height by the lesser of 35% or 10 feet
  - Reduce yard setbacks to 4 feet
- The use must be an allowed use in the underlying zone, must be accessory to the established use of the property, and must provide sufficient screening from adjacent residentially zoned properties

Planning Commission Chair

City Council Second Reading ORD No. 25C-26

Recommended Action: Adopt Ordinance No. 25C-26 relating to Permanent Regulations for Temporary Uses and Structures, including Outdoor Dining as shown in Exhibit 1 to this AB.

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6815
November 18, 2025
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6815: Amendments to the Historical Designation Criteria in MICC 16.01.030 to Comply with HB 1576 (Ordinance No. 25C-28 First Reading)	☐ Discussion Only ☒ Action Needed: ☒ Motion ☒ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Conduct a public hearing, first reading, and set Ordinance No. 25C-28 for second reading.	

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, Community Planning & Development Director Madelyn Nelson, Assistant Planner
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 25C-28
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to conduct a public hearing and complete the first reading of Ordinance No. 25C-28 (Exhibit 1) amending the historical designation criteria in MICC 16.01.030 to comply with HB 1576.

- In 2025, the Washington State legislature enacted HB 1576. The bill establishes additional requirements for the historical designation process. It took effect on July 27, 2025, and currently supersedes, preempts, and invalidates any conflicting local regulations (RCW 35A.21.450).
- Some amendments to the Mercer Island City Code (MICC) 16.01.030 – Historical Designation Criteria are needed to comply with the requirements of RCW 35A.21.450.
- The proposed code amendment would make two changes:
  - Property owner consent would be required prior to historical designation if the designation would restrict the use, alteration, or demolition of the property.
  - Written consent from the property owner is not needed if the property is within an area recognized as a historical district via ordinance or if the property exceeds 125 years old.
- Ordinance No. 25C-28 would make the amendments necessary to comply with RCW 35A.21.450 (Exhibit 1).
- After the City Council completes the first reading, a second reading of Ordinance No. 25C-28 is planned for December 2, 2025.

BACKGROUND

On April 19, 2025, the State of Washington Legislature passed House Bill 1576 (HB 1576). This bill established RCW 35A.21.450 - Historic landmark designation—Limitations, which sets standards for how code cities may designate historical buildings, structures, and sites. RCW 35A.21.450 became effective on July 27, 2025, and supersedes, preempts, and invalidates any conflicting local regulations. RCW 35.A.21.450 requires the following for historical landmark designations:

- The property must be older than 40 years old.
- If the designation would restrict the use, alteration, or demolition of the property, then written consent of the owner of the property must be obtained prior to designation. If a designation without consent has been made following the adoption of this house bill, then that designation is void.
- The property may be historically designated if it is within a historic district established through a local preservation ordinance, or if the nominator of the property has provided written documentation to show that the nominated property exceeds 125 years old and the City confirms this age.

EXISTING REGULATIONS

The City of Mercer Island adopted Historical Designation standards in 2002 via ordinance No. 02-16, establishing standards for designation of historic structures, buildings, and sites in MICC 16.01.030 – Historical Designation Criteria. This code section allows designation of a historic building, structure, or site in any zone if it is more than 50 years old and satisfies one or more of the following criteria:

- It is associated with events that have made a significant contribution to national, state or local history; or
- It is associated with the lives of persons significant in national, state or local history; or
- It embodies the distinctive characteristics of a type, period, style or method of design, architecture or construction.

EXISTING HISTORICAL DESIGNATIONS

Simultaneous to the adoption of the Historical Designation standards in 2002, the Luther Burbank building and certain parts of Luther Burbank Park were transferred from being recognized under King County's historical designation process to the new Mercer Island historical designation becoming the first buildings, structures, and sites to be historically designated in the city.

In 2004, the Veterans of Foreign Wars building was historically designated. Historical designation curtails certain property rights by requiring additional permissions before engaging in work on the building, structure, or site. Historical designation offers incentives such as:

- Development agreements even if inconsistent with the MICC, street vacations, beneficial placement of public improvements, public amenities, and/or rezoning per MICC 16.01.060.

Special assessed valuation where the owner of a building, structure, or site may seek to have the property's assessed value adjusted in compliance with all provisions of RCW Chapter 84.26.

ISSUE/DISCUSSION

Staff have identified two amendments to MICC 16.01.030 that are needed to comply with the new requirements in HB 1576. Ordinance No. 25C-28 would make the following amendments to MICC 16.01.030 – Historical designation criteria to comply with RCW 35A.21.450:

- If historical designation would restrict the use, alteration, or demolition of the property then written consent from the property owner is required prior to designation.
- Written consent from the property owner is not needed if the property is within an area recognized as a historical district via ordinance or if the property exceeds 125 years old.

The proposed code amendments would not affect any existing historical designations.

NEXT STEPS

The second reading of Ordinance No. 25C-28 is scheduled for December 2, 2025. If adopted, Ordinance No. 25C-28 would become effective five days after the notice of adoption is published

RECOMMENDED ACTION

Set Ordinance No. 25C-28 for second reading and adoption.

CITY OF MERCER ISLAND
ORDINANCE NO. 25C-28

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, AMENDING MERCER ISLAND CITY CODE 16.01.030 TO CONFORM REGULATIONS ON DESIGNATING HISTORICAL BUILDINGS, STRUCTURES, OR SITES WITH UPDATED STATE LAWS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on May 19, 2025, Governor Bob Ferguson signed into law Substitute House Bill (HB) 1576 an act relating to the designation of historic landmarks by cities; reenacting and amending RCW 43.21C.495; adding a new section to Chapter 35.21 RCW; and adding a new section to Chapter 35A.21 RCW; and

WHEREAS, HB 1576 established RCW 35A.21.450, which established limitations on historic landmark designations for code cities; and

WHEREAS, the City of Mercer Island is a code city and must comply with the requirements of RCW 35A.21.450; and

WHEREAS, the City has established standards for designating historical buildings, structures, or sites in title 16 Mercer Island City Code (MICC); and

WHEREAS, MICC 16.01.030 requires a building, structure, or site to be associated with historical events, associated with a person of historical significance, or embody the characteristics of a distinctive architectural type, style, or period, and have achieved significance within the past fifty years to be eligible for historical designation; and

WHEREAS, MICC 16.01.030 must be amended to require property owner consent for historic designation of a building structure or site less than 125 years old or not within a designated historical district; and

WHEREAS, on October 6, 2025, the City issued a State Environmental Policy Act (SEPA) determination of nonsignificance (DNS). The SEPA determination was posted in the Community Planning and Development Bulletin and posted to the statewide SEPA register under file number 202504151. The SEPA determination was issued consistent with the procedures established in Chapter 19.21 MICC; and

WHEREAS, On October 3, the City notified the WA Department of Commerce (Commerce) of the intent to adopt development code amendments. The notice was assigned submittal ID 2025-S-9957. The Commerce 60-day review period will conclude on December 2, 2025; and

WHEREAS, on October 20, 2025, the comment period on the SEPA determination closed and no comments on the DNS were received; and

WHEREAS, On November 18, 2025, the City Council held a first reading and public hearing on the proposed amendments to title 16 MICC.

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

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

Section 2. **Amended.** MICC 16.01.030 – Historical Designation Criteria is amended as follows:

MICC 16.01.030 – Historical Designation Criteria

A historic building, structure or site may qualify for a historical designation if it is more than 50 years old and satisfies one or more of the following criteria:

A. The building, structure, or site:

1.~~A.~~ ~~It is~~ is associated with events that have made a significant contribution to national, state or local history; ~~or~~

2.~~B.~~ ~~It is~~ is associated with the lives of persons significant in national, state or local history; or

3.~~C.~~ ~~It e~~Embodies the distinctive characteristics of a type, period, style or method of design, architecture or construction.

B. If the designation would restrict the use, alteration, or demolition of the property, the written consent of the owner of the property must be obtained before being designated as a historic landmark. Consent of the owner of the property is not needed to designate the building, structure, or site as a historic landmark if it meets the criteria below;

1. The building, structure, or site is within the boundaries of a historic district established through a local preservation ordinance, or;

2. The building, structure, or site is demonstrated to be at least 125 years old.

C. The following building, structures, and sites shall not be considered eligible for historic designation.

1. Cemeteries, birthplaces, or graves of historical figures;~~,~~

2. structures located on properties owned by religious institutions or used for religious purposes;~~,~~

3. structures that have been moved from the structure's original location, reconstructed historical buildings;~~,~~ and

4. structures and sites that have achieved significance within the past 50 years shall not be considered eligible for historical designation.

Section 3. **Severability.** If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property, or circumstance, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance or its application to any other person, property, or circumstance.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON December 2, 2025.

CITY OF MERCER ISLAND

_____
Salim Nice, Mayor

Approved as to Form:

_____
Bio Park, City Attorney

ATTEST:

_____
Andrea Larson, City Clerk

Date of Publication:

AB 6815

Amendments to MICC Chapter 16.01 – Historical Designation to Comply with Recent Statewide Legislation

November 18, 2025
Community Planning and Development
Jeff Thomas, CPD Director
Madelyn Nelson, Assistant Planner



Purpose

- Conduct a public hearing and complete a first reading of Ordinance No. 25C-28.
- Schedule a second reading and adoption.



Background – HB 1576

- HB 1576 was adopted in 2025 and is currently effective.

- There are two aspects of HB 1576 we need to consider:
  - Written consent of the property owner is needed prior to designation.
  - Written consent isn't needed if the property is 125 years or older or within a historic district.

Background – Historical Designation

- Historical designation means a property has to comply with federal regulations about altering, demolishing, or relocating any building.

- In exchange, a number of benefits become available.
  - Developer agreements
  - Special assessed valuation
  - Rehabilitation tax credits

Background – Mercer Island City Code (MICC)

- MICC 16.01.030 describes the current historical designation criteria: the property exceeds 50 years old:
  - associated with significant historical events and figures
  - Is characteristic of a type, period, style or method of design, architecture or construction.

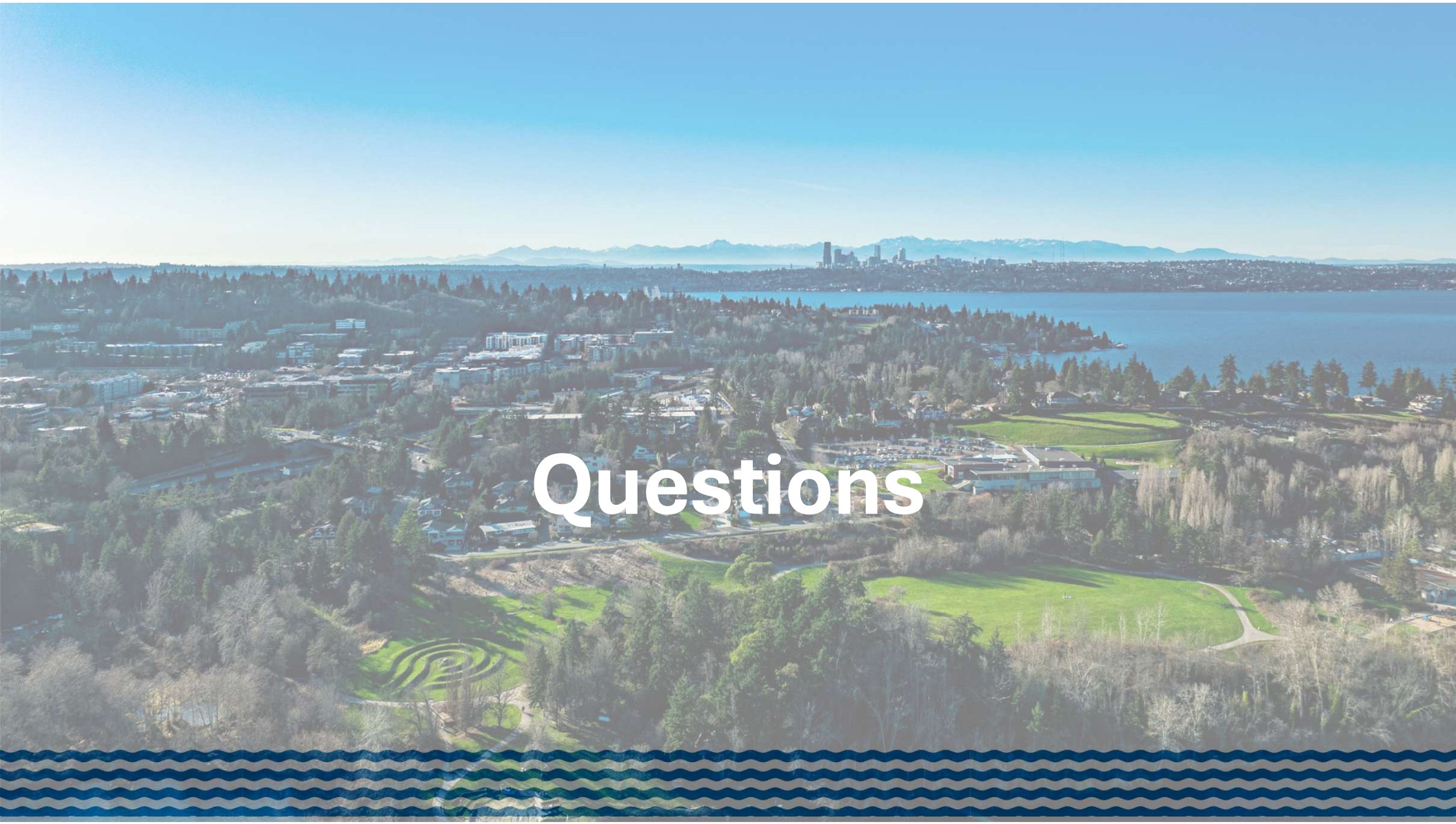
  - Only two amendments must be added to meet state legislation.

Proposed Amendments

- Written consent of the owner of the building or site must be obtained before being designated as a historic landmark.
- Unless the building or site is within a historic district or exceeds 125 years old.
  - City has two designated historic landmarks and no historic district.

Next Steps

- Second reading and adoption are planned for December 2, 2025.
- Ordinance will be effective 5 days after council adoption.


Questions

B. If the designation would restrict the use, alteration, or demolition of the property, the written consent of the owner of the property must be obtained before being designated as a historic landmark. Consent of the owner of the property is not needed to designate the building, structure, or site as a historic landmark if it meets the criteria below;

1. The building, structure, or site is within the boundaries of a historic district established through a local preservation ordinance, or;

2. The building, structure, or site is demonstrated to be at least 125 years old.

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6814
November 18, 2025
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6814: 2025-2026 Mid-Biennial Budget Public Hearing, Financial Status Update, and Budget Adjustments.	☐ Discussion Only ☒ Action Needed: ☒ Motion ☒ Ordinance ☒ Resolution
RECOMMENDED ACTION:	Conduct the public hearing; receive the Q3 2025 financial status update; adopt the mid-biennial budget amending ordinance; adopt the 2026 property tax ordinances; and adopt the 2025 NORCOM budget resolution No. 1684.	

DEPARTMENT:	Finance
STAFF:	Matthew Mornick, Finance Director LaJuan Tuttle, Deputy Finance Director Ben Schumacher, Financial Analyst
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 25-33, Mid-biennial Budget Amendments 2. Third Quarter 2025 Financial Status Update 3. Ordinance No. 25-30, 2026 Property Tax levy amount 4. Ordinance No. 25-31, 2026 Property Tax levy increase 5. Resolution No. 1684, 2026 Norcom Budget
CITY COUNCIL PRIORITY:	4. Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community.

EXECUTIVE SUMMARY

This agenda bill provides an update on the City's financial position at the midpoint of the 2025-2026 biennium. Included is analysis through the third quarter of 2025, proposed budget amendments, adoption of the 2026 property tax levies, and the City's budget contribution for Police dispatch services in 2026. The public is encouraged to provide feedback during the mid-biennial budget review at the November 18 meeting, which marks the public hearing on the City's 2025-2026 mid-biennial budget update.

- Five budget adjustments are proposed at the midway point of the current biennium (Exhibit 1). Staff recommends the City Council review the budget adjustments, many of which are related to recent Council decisions since mid-September, the 9655 SE 36th Street building acquisition (9655 Building), and staff responding to emerging needs since the 2025-2026 biennial budget adoption in December 2024.
- As of September 30, all funds are performing as expected, as outlined in the financial status update (Exhibit 2). General Fund revenues are up $300,000 compared to the prior year. General Fund expenditures are on track with budget expectations.
- Property tax ordinances (Exhibit 3 and 4) assume the 1% maximum increase for the City's regular levy and the 2022 parks levy lid lift.

- Resolution No. 1684 (Exhibit 5) approves the Northeast King County Regional Public Safety Communication Agency's (NORCOM) 2026 budget allocation related to emergency dispatch for the Mercer Island Police Department.

Staff seeks to answer the City Council's questions regarding mid-biennial budget adjustments and the third quarter 2025 financial status update. Upon adoption, staff will update the 2025-2026 biennial budget, notify NORCOM, and the King County Assessor's Office.

ISSUE/DISCUSSION

Mid-biennial Budget Adjustments (Exhibit 1)

Exhibit 1 outlines proposed mid-biennial budget adjustments and the resulting financial impacts. Many of the adjustments are due to recent City Council decisions following the second quarter budget amending ordinance adopted on September 16 (AB 6776).

Since then, the City Council accepted a grant from the Washington State Department of Transportation to support the City's commute trip reduction program from 2025 through 2027 (AB 6774). Budget resources were allocated to complete a boundary line adjustment between the City Hall and Public Works parcels and submit a rezone application of the south City Hall parcel (AB 6779). The Council allocated available resources to complete emergency repairs on East Mercer Way (AB 6794) as well as review and update connection charges for the water and sewer system in 2026 (AB 6797).

New budget adjustments outlined below respond to emerging needs since the 2025-2026 biennial budget adoption in December 2024. In sum, there are $447,462 in new expenses, $280,000 tied to the General Fund (001), $137,462 tied to the Capital Improvement Fund (320), and $30,000 in the Youth and Family Services Fund (160).

Table 1

2025-2026 Mid-biennial Appropriations	Fund	Amount
9655 Building Debt Service	320	$ 137,462
9655 Building Operating Costs	001	50,000
Real Estate Services	001	30,000
Long-Range Planning Professional Services	001	200,000
Emergency Assistance for Food Security	160	30,000
Total Appropriations		**$ 447,462**

9655 Building Debt Service Appropriation

On October 7, the City requested proposals from fourteen banks for a direct purchase of up to $1.55 million in Limited Tax General Obligation (LTGO) Bonds (AB 6756). The Council's intent was to finance a portion of the $9.06 million purchase price of the 9655 Building, in effect spreading some of the budgetary impacts of the acquisition over time.

On November 5, the City selected Webster Bank's proposal to provide $1.54 million in bond proceeds over a 15-year term. This secured a 4.09% interest rate – the lowest among all offers received – with a December 2030 callback option for the City to either consider refinancing the LTGO bonds or settle remaining principal prior to the December 2040 maturity date. The resulting debt service in 2026 amounts to $137,462 annually paid from the Capital Improvement Fund. The 2026 payment will be paid for with unassigned fund balance

from the Capital Improvement Fund. In future budget cycles the annual debt service payment will be incorporated into the capital budget.

The LTGO bond sale is scheduled to close in the first week of December. The $37,270 cost to issue the LTGO bonds is paid for with bond sale proceeds from the Municipal Facility Replacement Fund.

9655 Building Operating Cost Appropriation

The City took possession of the 9655 Building in September 2025 (AB 6714). The roughly 22,000 square foot commercial space will eventually house a portion of City staff who are largely working remotely and in temporary spaces due to City Hall's permanent closure in April 2023.

Work is underway to determine the best use of the limited office space in the near- and long-term. Staff is assessing the building, evaluating necessary repairs and upgrades, and outlining a plan to phase-in renovations while relocating staff.

With the building's acquisition, budget resources are required for the day-to-day costs to keep the property functional and safe. These include HVAC and utility expenses, janitorial and cleaning services (limited until the building is occupied), grounds and exterior maintenance, security, and other general building maintenance.

Staff recommends a $50,000 appropriation to cover essential operational needs while the building incurs minimal use. The operating expenses will be revisited as soon as the building is occupied, which is likely to occur at some level in 2026. The building operating expenses are offset by revenue generated from an annual rooftop antenna lease, which amounted to $87,000 between May 1 2025 through April 30, 2026. The City received a pro-rated amount of just over $51,500 for this lease at the time of sale. This operating revenue is receipted in the City's General Fund and will cover the $50,000 budget appropriation.

Experience operating and maintaining the 9655 Building next year will inform future operational costs. Staff will return with a future budget appropriation request once an actionable plan to phase-in renovations and rehouse staff is clear, or as part of the 2027-2028 biennial budget development process.

Real Estate Services Appropriation

Staff recommends a $30,000 appropriation in 2025 for real estate services required to conclude the acquisition of the 9655 Building. Services included finalizing the terms and implementation of the condemnation agreement, transitioning existing lease agreements, closing costs, and final acquisition of the property. Staff recommends the additional expenditure be paid for with unassigned fund balance from the General Fund.

Long-Range Planning Professional Services Appropriation

Community Planning and Development (CPD) recommends a budget appropriation to comply with the Growth Management Hearings Board's Final Decision and Order (FDO). The FDO is the outcome of the appeal to the City's Comprehensive Plan periodic update, adopted in late 2024.

The FDO was issued in August 2025 and requires amendments to the Comprehensive Plan and development regulations by July 31, 2026. The short timeline, along with the required scope of work for compliance, necessitates an investment in professional services.

Staff recommends a $200,000 appropriation for professional services to further mandatory FDO compliance work that is already underway. Outside consultants will develop a land capacity model, analyze potential

development scenarios, develop graphics and visualizations, draft policies and regulations, model impacts to transportation, sewer and water infrastructure, and conduct environmental review.

The long-range planning nature of this work necessitates funding it with unassigned fund balance from the General Fund.

Emergency Assistance for Food Security Appropriation

The MIYFS Foundation provided a $30,000 one-time donation to help address the impact to food insecure community members facing cuts to the federal SNAP program. This appropriation provides staff with the additional budget authority to immediately put this resource towards providing food cards to income and residency qualified Mercer Island residents.

Third Quarter Financial Status Update (Exhibit 2)

The financial status update (Exhibit 2) includes a detailed analysis of the City's revenue and expenditure actuals from January 1 through September 30, 2025. The update includes budget amendments adopted by ordinance through September 16, 2026 (AB 6776).

General Fund revenues ended the quarter at $26.7 M, which meets budget expectations and is $300,000 higher than the same period in 2024. General sales tax revenues are up $380,000 compared to the prior year when looking at February through September actuals. This is primarily due to higher-than expected returns from the construction sector.

As of September 30, Parks and Recreation Revenues have exceeded budget expectations for the year. Revenues are $411,000 more in 2025, relative to the same period in 2024. This is largely due to greater than anticipated field and community center rental revenues. The City's business and occupation (B&O) tax revenues are also exceeding budget expectations. Through the end of September, B&O tax revenues are $373,000 more in 2025 relative to the same period in 2024.

Interest earnings in the General Fund through September were $1.3 M, nearly $500,000 less than the same period in 2024. Compared to 2024, the City's idle cash resources invested in the State Treasury Local Government Investment Pool (LGIP) are lower, coupled with the decreasing earnings rate on the City's investments. However, interest earnings to date are markedly high relative to historical earnings.

General Fund expenditures are on track with budget expectations at the end of September. Total expenditures of $33.3 million are 78.5% of the budget as amended, which are $2.0 million more than the same period in 2024.

This year-over-year increase in General Fund expenditures is due to a handful of factors. First, the City Council set aside $3.3 million of 2024 year-end fund balance in the General Fund to acquire the 9655 Building. This one-time purchase with prior year savings tracks as an expense out of the General Fund. In addition, the second of three payments was made related to one-time costs supporting the transition to Eastside Fire & Rescue for fire and emergency medical services. The final payment will be made Q1 2026 (AB 6307).

Table 2 provides General Fund expenditures detail from January through September 30, 2025. Staff anticipates all categories will remain within budget expectations through year-end. Note, expenses for Eastside Fire & Rescue services are classified as a contractual service in 2025, which marks the significantly higher spending in this expenditure category relative to 2024.

Table 2

GENERAL FUND EXPENDITURES *($ in millions)*	FY 2025 AMENDED BUDGET	% of AMENDED BUDGET	FY 2024 QUARTER 3 ACTUALS	FY 2025 QUARTER 3 ACTUALS	YTD as % of AMENDED BUDGET
Personnel	$17.40	41%	$14.29	$12.93	74%
Supplies	0.65	2%	0.46	0.44	68%
Contractual Services	10.78	25%	1.78	8.20	76%
Other Services & Charges	5.09	12%	11.00	4.62	91%
Interfund Transfers Out	8.54	20%	3.85	7.14	84%
TOTAL EXPENDITURES	**$42.46**	**100%**	**$31.38**	**$33.32**	**78%**

The City's Water, Sewer, and Stormwater Utility funds are operating within budget expectations. Capital projects across the utility funds are on track despite low expenditures through the third quarter. For many large projects design work is completed, and construction is underway. Staff anticipates spending will increase through the end of the year.

2025 Property Tax Ordinances (Exhibits 3 & 4)

RCW Chapters 84.52 and 84.55 grant cities the authority to impose a local Property Tax. Revenues from Property Taxes are considered general government revenues and are allocated to the General Fund to be used for basic governmental services such as public safety, public works, parks, and/or administration.

Property Tax is a budget-based tax, which means that the percent increase from year-to-year is applied to the amount of taxes levied in the prior year. Municipalities levying property tax in Washington State can increase the Property Tax levy by up to 1% each year or by the amount of the implicit price deflator (IPD) – whichever is lower – plus the value of new construction. The IPD is used to measure inflation based on personal consumption. The value of the IPD for 2026 is 2.44%. Therefore, the levy increase in 2026 is limited to 1%.

Staff assumed the 1% increase in fiscal year 2026 for both the Regular levy and the 2022 Parks Operations and Maintenance levy lid lift. The 1% increase and the overall breakdown of the 2025 levy is shown in greater detail in Table 3.

Table 3

PROPERTY TAX LEVY ELEMENTS *$ in thousands*	2025 FINAL LEVY	2026 PRELIM LEVY
Regular Levy		
Prior Year Levy	$13,049	$13,271
Plus 1% Optional Increase	130	133
Plus New Construction	92	134
Plus Re-levy of Prior Year Refunds	26	45
Total Regular Levy	**$13,297**	**$13,582**
Levy Lid Lift		
2022 Parks Operations & Maintenance + 1%	1,773	1,790
Plus New Construction		18
Total Levy Lid Lift	**$1,773**	**$1,808**
Total Levy	**$15,070**	**$15,390**

The 2026 preliminary Property Tax levy includes two ordinances as required by State law:

- Ordinance No. 25-30, which identifies the dollar and percent increase in the 2026 Property Tax levy relative to the 2025 levy (Exhibit 3); and
- Ordinance No. 25-31, which identifies the 2026 total Property Tax levy amount (Exhibit 4).

For the 2026 tax year, the City's total Property Tax levy consists of the following elements, pending final numbers from the King County Assessor's Office.

- **Regular levy**: Funds general government operations, fire apparatus replacement, pre-LEOFF I firefighters' pension benefits, and LEOFF I retiree long-term care costs.
- **1.0% optional increase**: Applies to the regular levy and the levy lid lift, as noted above, and represents the maximum increase the City Council can adopt for the coming year, excluding new construction and the re-levy of the prior year refunds.
- **New construction**: Represents the new and improved properties included in the property tax rolls. Between the regular levy and levy lid lift, staff assumes a preliminary estimate of $152,000 for new construction.
- **Re-levy of prior year refunds**: Represents the amount refunded to property owners who successfully appealed their property valuations by the Assessor's Office. This amount is re-levied in the following year to make the City financially whole. Staff assumes a preliminary estimate of $45,000.
- **2022 levy lid lift**: Approved by voters in November 2022 for maintenance and operations of parks and open spaces, playground replacements, and forest restoration. The 1.0 % optional increase is included in the 2026 levy amount.

All King County cities are legally required to submit an estimate of their next year property tax levies to the Metropolitan King County Council by November 30th of the current year. The King County Assessor's Office does not, however, provide each City with the final assessed valuation and new construction amounts for the next tax year until the end of the current year.

As a result, cities adopt property tax levies for next year based on preliminary estimates of total assessed valuation and the amount tied to new construction. When the final amounts are distributed by the Assessor's Office at the end of December, staff notify the Metropolitan King County Council of the corrected levy amount.

2026 NORCOM Budget Resolution (Exhibit 5)

Resolution No. 1684 (Exhibit 5) approves Northeast King County Regional Public Safety Communication Agency's (NORCOM) 2026 budget allocation from the City of Mercer Island. NORCOM is a regional emergency dispatch service provider serving 15 public safety agencies in the northeast region of King County, including Mercer Island, Bellevue, Kirkland, and Redmond, among others.

The NORCOM governing body approved a budget that reflects changes in NORCOM's services, revenue sources, and expenditures in 2026. Every member agency must adopt a resolution affirming their budget allocation for the upcoming year before NORCOM approves its upcoming budget in December of the current year. The 2026 budget is included with the 2025 budget for comparison, as shown in Table 4. Relative to 2024, the City's NORCOM budget allocation in 2025 increased 24.5%.

Table 4

NORCOM Budget Allocation	2025	2026	$ Chg	% Chg
Police Department	$ 697,758	$ 706,154	$ 8,396	1.2%

NEXT STEPS

Staff seeks to answer the City Council's questions regarding mid-biennial budget adjustments and the third quarter 2025 financial status update. Upon adoption, staff will update the 2025-2026 biennial budget, notify NORCOM, and the King County Assessor's Office.

RECOMMENDED ACTION

Staff recommends the City Council:

1. Adopt Ordinance No. 25-33, amending the 2025-2026 Biennial Budget.
2. Adopt Ordinance No. 25-30, appropriating funds and establishing the amount of property taxes to be levied for fiscal year 2026.
3. Adopt Ordinance No. 25-31, establishing the dollar amount and percentage increases of the regular property tax levy and the levy lid lifts for fiscal year 2026.
4. Adopt Resolution No. 1684, approving NORCOM's 2026 budget allocation to the City of Mercer Island.

CITY OF MERCER ISLAND
ORDINANCE NO. 25-33

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, INCORPORATING CERTAIN BUDGET REVISIONS TO THE 2025-2026 BIENNIAL BUDGET AND AMENDING ORDINANCE NO 24-21, 25-10 and 25-25.

(BUDGET AMENDMENT NO. 3)

WHEREAS, the City Council adopted the 2025-2026 Budget by Ordinance No. 24-21 on December 3, 2024, representing the total for the biennium of estimated resources and expenditures for each of the separate funds of the City; and

WHEREAS, budget adjustments are needed that have been previously approved by the City Council, as noted in the following table;

Fund	Department	Description	Agenda Bill	Budget Year	Expenditure Adjustment	Revenue Adj / Funding Source
General Fund	Non-Departmental	Transfer to Municipal Facility Replacement Fund - Public Safety & Maintenance facility site zoning	AB 6779	2025	$ 22,064	Unappropriated fund balance
	Public Works	9655 SE 36th St. building operating costs	AB 6738	2026	$ 50,000	9655 AT&T site lease revenue
	Public Works	Commute trip reduction program	AB 6774	2025	$ 7,825	WSDOT Grant
				2026	$ 23,475	
Non-Voted Debt	Non-Departmental	Principal & interest payment on LTGO debt for 9655 building	AB 6756	2026	$ 137,462	Transfer from CIP Fund
Capital Improvement Fund	Non-Departmental	Transfer to Non-Voted Debt Fund - LTGO debt for 9655 building	AB 6756	2026	$ 137,462	Unappropriated fund balance
Municipal Facility Repl Fund	Non-Departmental	LTGO Debt issuance costs	AB 6756	2025	$ 37,270	LTGO Debt proceeds
	Non-Departmental	Transfer to General Fund - reimburse General Fund portion of purchase price	AB 6756	2025	$ 1,502,730	
	Public Works	Public Safety & Maintenance facility site zoning	AB 6779	2025	$ 22,064	Transfer from General Fund
Water Fund	Finance	Fee study to update connection fees	AB 6797	2026	$ 20,000	Unappropriated fund balance
	Public Works	East Mercer Way emergency water main repairs	AB 6794	2025	$ 245,280	
Sewer Fund	Finance	Fee study to update connection fees	AB 6797	2026	$ 20,000	Unappropriated fund balance

WHEREAS, budget adjustments are needed that have not been previously approved by the City Council, as noted in the following tables;

Fund	Department	Description	Budget Year	Amount	Funding Source
General Fund	City Manager	Real estate services	2025	$ 30,000	Unappropriated fund balance
	CPD	Professional Services (FDO compliance)	2026	$ 200,000	Unappropriated fund balance
Youth & Family Services Fund	YFS	Emergency Assistance supporting food security	2025	$ 30,000	MIYFS Foundation Donation

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

Section 1. Amending the 2025-2026 Budget
The 2025-2026 Budget for the City of Mercer Island, as adopted in Ordinance No. 24-21 and amended by Ordinances 25-10 and 25-25, is hereby amended to incorporate increases in resources and expenditures in the following funds for the 2025-2026 biennium:

Fund	Fund Name	Resources	Expenditures
001	General Fund	$ 333,364	$ 333,364
160	Youth & Family Services Fund	$ 30,000	$ 30,000
220	Non-Voted Debt	$ 137,462	$ 137,462
310	Capital Improvement Fund	$ 137,462	$ 137,462
350	Municpal Facility Replacement	$ 1,562,064	$ 1,562,064
410	Water Fund	$ 265,280	$ 265,280
420	Sewer Fund	$ 20,000	$ 20,000
	Total	**$ 2,485,632**	**$ 2,485,632**

Section 2. Amending Previously Adopted Budget Ordinances
City Ordinance 24-21, 25-10 and 25-25, as previously adopted and as hereby amended, is hereby ratified, confirmed, and continued in full force and effect.

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 18th DAY OF NOVEMBER 2025.

CITY OF MERCER ISLAND

Salim Nice, Mayor

ATTEST:

Andrea Larson, City Clerk

APPROVED AS TO FORM:

Bio Park, City Attorney

Date of Publication: _____

INTRODUCTION

The Financial Status Update provides a budget to actual comparison of revenues and expenditures for the General Fund and all other funds from January through September 2025. This report is comprised of the following four sections:

- General Fund
- Utility Funds
- All Other Funds
- Budget Adjustment Summary

Beginning Fund Balance represents net excess resources from a prior year that have been appropriated to fund budgeted expenditures in fiscal year 2025.

Accounting Procedure Change in 2024

As of January 1, 2024, the City updated its accounting procedures to transition from Generally Accepted Accounting Practices (GAAP) full accrual financial reporting to the cash basis method as defined by the Washington State Auditor's Office (SAO).

The primary impact of this change is the timing of when cash flows are considered revenues or expenditures. Under accrual-based accounting, revenues are recorded in the period earned regardless of when payment is received. An expenditure is recognized when the liability for goods or services is incurred.

Cash basis accounting recognizes revenues when the payment is received. Expenditures are recognized when payment is issued.

As a result, certain revenues previously reported on an accrual basis in quarterly Financial Status Updates have switched to a true cash basis, creating one-time impacts in how financial information is reported in 2024 relative to prior years.

In 2025, this change in accounting procedure only affects comparisons to the prior fiscal year. Revenues where this year-over-year comparison is apparent include State shared revenues (e.g., sales tax, fuel taxes), Real Estate Excise Taxes, and limited external utility taxes. Distributions of these revenues received in January 2024 were accounted as revenue earned and reported in December 2023. These receipts are not being reported again, impacting year-to-year comparisons throughout the 2024-2025 transition years.

NOVEMBER 18, 2025

FINANCIAL STATUS UPDATE

SEPTEMBER 30, 2025

2025 General Fund

REVENUES

$ in millions

Adopted Budget	$37.8
Amended Budget	42.9
Actuals as of 9/30*	26.7

**71.5% of Amended Budget excluding appropriated fund balance*

EXPENDITURES

$ in millions

Adopted Budget	$37.2
Amended Budget	42.4
Actuals as of 9/30*	33.3

**78.5% of Amended Budget*

Contingency Fund Balance

$4.9 million

GENERAL FUND

Revenues

Overall, General Fund revenues were on track with budget expectations through the third quarter of the year. The 2025 amended revenue budget is included in the table below along with year-to-date (YTD) actuals, and YTD actuals as a percentage of the amended budget. Prior YTD actuals are presented for comparative purposes.

The budget and actual amounts are for nine months of the year, January 1 through the end of September. Additional detail regarding primary General Fund revenues and material variances from the original budget is discussed in the narrative below.

GENERAL FUND: Revenues

As of September 30, 2025

Revenue Category	2025 Adopted Budget	2025 Amended Budget	Prior YTD 9/30/2024	YTD 9/30/2025	YTD Revenue as % of Amended Budget
Property Tax	$ 13,960,148	$ 13,960,148	$ 7,756,048	$ 7,845,803	56.2%
Sales Tax - General	6,659,111	6,659,111	4,169,162	5,119,826	76.9%
Sales Tax - Criminal Justice	979,734	979,734	611,845	687,234	70.1%
Utility Taxes	4,983,774	4,983,774	3,187,420	3,735,906	75.0%
B&O Taxes	748,495	748,495	814,285	1,187,766	158.7%
Shared Revenues	1,581,950	1,641,950	964,999	1,229,101	74.9%
Cost Allocation-Overhead	2,411,870	2,411,870	828,124	1,808,903	75.0%
EMS Revenues	2,113,511	2,113,511	1,191,390	1,293,451	61.2%
Parks & Recreation	1,412,500	1,412,500	1,120,558	1,531,216	108.4%
License, Permit & Zoning	638,541	638,541	3,581,087	527,882	82.7%
Municipal Court	175,000	175,000	117,277	151,004	86.3%
Miscellaneous Revenue	311,456	311,456	297,534	335,311	107.7%
Interest Earnings	1,402,500	1,402,500	1,801,019	1,307,646	93.2%
Interfund Transfers	0	0	0	0	N/A
Total Revenues	**$ 37,378,590**	**$ 37,438,590**	**$ 26,440,748**	**$ 26,761,049**	**71.5%**
Appropriated Fund Balance	391,273	5,559,930	0	0	0.0%
Total Resources	**$ 37,769,863**	**$ 42,998,520**	**$ 26,440,748**	**$ 26,761,049**	**62.2%**

Property Tax is 56.2 percent of the budget at the end of September. This revenue is on track with historical expectations.

General Sales Tax is 76.9 percent of the adopted budget through the end of September. Fiscal year 2024 totals were impacted by the change to cash basis reporting. This revenue category is within budget expectations in 2025.

Construction has historically been the largest component of sales tax revenue and has outperformed the Retail & Wholesale Trade sector in both 2024 and 2025. Retail & Wholesale trade is down in 2025 compared to the previous year, while construction has increased and maintains its place as the top performing business sector. Sales tax revenues have been strong through the third quarter of 2025. The following table compares Sales Tax revenue by business sector from February through September for 2024 and 2025.

2024-2025 General Sales Tax Revenue by Business Sector ($ in thousands)						
Business Sector	**FEB thru SEP 2024**	**FEB thru SEP 2025**	**Increase / (Decrease)**	**% of Total**		
				2024	**2025**	**Sector Totals Change**
Construction	$1,601	$1,889	$288	38.4%	41.5%	3.1%
Retail & Wholesale Trade	$1,278	$1,269	($9)	30.7%	27.9%	-2.8%
All Other Sectors	$367	$391	$24	8.8%	8.6%	-0.2%
Admin & Support Services	$351	$370	$19	8.4%	8.1%	-0.3%
Food Services	$198	$233	$35	4.7%	5.1%	0.4%
Professional, Scientific & Tech	$148	$150	$2	3.5%	3.3%	-0.2%
Finance/Insurance/Real Estate	$123	$132	$9	2.9%	2.9%	-0.1%
Telecommunications	$104	$116	$12	2.5%	2.5%	0.1%
Total	**$4,169**	**$4,549**	**$380**	**100.0%**	**100.0%**	

*For comparison sake the table excludes January for 2024 and 2025 due to the change in accounting procedures.

Criminal Justice Sales Tax is 70.1 percent of the adopted budget at the end of September. This revenue consists of a 0.1 percent sales tax imposed by King County that is shared amongst cities in the county on a per capita (population) basis. It is closely tied to county wide taxable sales numbers. According to the most recent data from King County's Office of Economic and Financial Analysis, taxable sales are up through the first half of 2025 by 2.8 percent compared to the prior fiscal year.

Utility Taxes are 75.0 percent of budget at the end of September. Fiscal year 2024 totals were impacted by the change to cash basis reporting and the delay in both monthly and quarterly (e.g., cable and garbage) utility tax remittances. In 2025 this revenue category is performing with historical trends.

Business & Occupation (B&O) Tax is 158.7 percent of budget at the end of the third quarter. Most of the City's registered businesses file an annual B&O tax return where the deadline for remitting annual taxes is April 15th of the following year. This revenue exceeds budget expectations.

Shared Revenues are 74.9 percent of the budget through the end of third quarter. This revenue category is impacted by the change to cash basis reporting. State shared revenues received in January 2024 were accrued and reported as revenue in December 2023 and are excluded from FY 2024. In 2025, this revenue category is performing with historical trends.

Major revenue sources include State shared taxes; hazardous waste grants; the I-90 corridor landscape maintenance revenue from the Washington State Department of Transportation; vessel registration fees received from the state through King County; the marine patrol services contract revenue from partner cities; and financial support for the School Resource Officer received from the Mercer Island School District. The timing of these revenues is variable with most received in the third and fourth quarters of the year.

EMS Revenues are 61.2 percent of budget at the end of September. Revenues in this line are below budget expectations due to an update to the City's agreement with Eastside Fire & Rescue (EF&R). Ambulance Transport fees that used to be received as a direct revenue are now being collected by EF&R on behalf of the City, less an administrative fee. The revenue is then credited against the City's contract with EF&R for services. As a result, revenues are expected to remain below budget expectations throughout the year.

Parks and Recreation revenues are 108.4 percent of budget at the end of the third quarter. Revenue sources include field rentals, boat launch fees, program fees, and rent payments from the annex building outside the Mercer Island Community and Event Center (MICEC). Recreation program revenues are above prior year totals primarily due to Community Center and the Field Use rentals, which are up $50 thousand and $215 thousand respectively compared to the prior year.

License, Permit, and Zoning Fees are 82.7 percent of budget at the end of September. This revenue category consists of fees related to business licenses and a cable franchise. This revenue is performing within budget expectations.

This revenue category historically included fees related to development services. During the 2025-2026 biennial budget process, the City Council directed staff to establish a fund for all Community Planning & Development (CPD) revenue and expenditures. Analysis regarding the new Development Services Fund is included in the "All Other Funds" section of the quarterly status update.

Municipal Court revenues are performing within budget expectations, ending the third quarter at 86.3 percent of budget. Revenues for 2024 in this category were impacted by the transition to cash basis. Total revenues in 2025 increased compared to the prior year partially due to the transition to cash basis, but also as a result of higher case filings.

Interest Earnings are budgeted in the General Fund as an estimate of earnings tied to the balance of the City's idle General Fund cash resources and LEOFF 1 long-term care reserve as invested in the State Treasury Local Government Investment Pool (LGIP). Per current budget policy, interest earnings are distributed to the various funds based on their relative cash balances at the end of each quarter.

Revenues are performing above budget expectations, ending in the third quarter at 93.2 percent of budget. However, revenues are lower than the prior year due to lower idle cash reserves and interest rates tracking lower than the same period in the prior year.

All other revenues are within budget expectations through the end of September.

Expenditures

Overall, General Fund expenditures are within budget estimates at the end of September. The table below lists the 2025 amended expenditure budget, year-to-date actuals, and year-to-date actuals as a percentage of the amended budget. Prior year actuals are presented for comparative purposes.

The budget and actual amounts are for nine months of the year, January through the end of September. Additional details of material variances from the amended budget are discussed in the narrative below.

GENERAL FUND: Expenditures

As of September 30, 2025

General Fund Department	2025 Adopted Budget	2025 Amended Budget	Prior YTD 9/30/2024	YTD 9/30/2025	YTD Expense as % of Amended Budget
Administrative Services*	$ 1,203,941	$ 1,354,941	$ 352,443	$ 854,814	63.1%
City Attorney's Office	1,078,131	1,078,131	669,698	983,699	91.2%
City Council	60,626	60,626	42,144	38,273	63.1%
City Manager's Office*	756,734	756,734	945,561	628,405	83.0%
Finance	1,502,600	1,502,600	927,331	956,995	63.7%
Fire	8,851,380	8,851,380	6,969,550	6,880,242	77.7%
Human Resources	874,188	874,188	607,412	550,461	63.0%
Information & Geographic Services	203,983	203,983	133,917	137,075	67.2%
Municipal Court	694,875	694,875	310,384	475,729	68.5%
Non-Departmental	2,530,711	2,530,711	2,007,588	1,982,440	78.3%
Parks & Recreation	2,313,817	2,313,817	1,589,810	1,629,530	70.4%
Police	9,491,752	9,506,752	6,913,950	7,672,168	80.7%
Public Works	5,799,178	5,859,178	3,703,552	4,639,828	79.2%
Total Expenditures	**$ 35,361,916**	**$ 35,587,916**	**$ 27,536,900**	**$ 27,429,660**	**77.1%**
Interfund Transfers	1,871,823	6,874,480	3,843,252	5,894,805	85.7%
Total Expenditures + Interfund Transfers	**$ 37,233,739**	**$ 42,462,396**	**$ 31,380,152**	**$ 33,324,464**	**78.5%**

*-With the change of enterprise-wide financial software in 2025, a handful of divisions were reclassified to another department.

In reviewing expenditures by department, the following are noteworthy:

The **City Attorney's Office** expenditures ended the third quarter at 91.2 percent of budget which is related to ongoing legal matters. Other budgeted operating expenditures are within expectations.

Fire department expenditures are 77.7 percent of budget at the end of September. This reflects the third of three payments for the one-time transition costs to represented Fire staff in the first quarter of the fiscal year. All other expenditures are within budget.

Non-Departmental expenditures ended September at 78.3 percent of budget. The largest line-item expenditure in this department is the annual payment of liability and property insurance that occurs in full in January. Other expenditures in the category are expected to remain within budget throughout the year.

Police department expenditures are 80.7 percent of budget at the end of September. This is due to higher than anticipated overtime costs within the Patrol division. Other operating expenditures are performing within historical expectations.

All other expenditures are within expectations through the end of September.

UTILITY FUNDS

At the end of September, all three Utility funds are within expectations for operating revenues and expenditures.

Revenues

The table below lists the 2025 adopted and amended revenue budget, January through September actuals, and a percentage of budget received. Prior year actuals are presented for comparative purposes. The budget and actual amounts include January 1 through September 30, 2025. Additional detail regarding major variances is discussed in the narrative following the table.

UTILITY FUNDS: Revenues

As of September 30, 2025

Revenue Category	2025 Adopted Budget	2025 Amended Budget	Prior YTD 9/30/2024	YTD 9/30/2025	YTD Revenue as % of Amended Budget
Operating Revenues					
Water Utility	$ 12,596,569	$ 12,596,569	$ 9,149,148	$ 10,932,966	86.8%
Sewer Utility	12,636,827	12,636,827	9,419,614	9,656,869	76.4%
Storm Water Utility	2,999,045	3,049,045	2,042,170	2,378,731	79.3%
Interest Earnings					
Water Utility	712,250	712,250	613,128	1,156,914	162.4%
Sewer Utility	181,615	181,615	403,854	326,584	179.8%
Storm Water Utility	115,883	115,883	195,762	179,698	155.1%
Proceeds of Debt Issuance					
Water Utility	-	-	-	-	N/A
Sewer Utility	-	-	-	-	N/A
Storm Water Utility	-	-	-	-	N/A
Total Revenues	**$ 29,242,189**	**$ 29,292,189**	**$ 21,823,675**	**$ 24,631,762**	**84.1%**

Water, Sewer, and Storm Water Utility operating revenues are within budget expectations and reflect the seasonality of utility revenues. Adopted rate increases that became effective January 1, 2025, result in dollar increases as compared to fiscal year 2024 revenues over the same period.

Interest earnings for the Water, Sewer, and Storm Water Utility funds have continued to exceed revenue expectations. The Local Government Investment Pool held a relatively consistent yield throughout the third quarter of 2025, ranging from 4.60 percent at the beginning of January to 4.29 percent through the end of September.

Expenditures

The table below lists the 2025 adopted and amended expenditure budget by Utility fund and category, January through September actuals, and a percentage of budget spent. Prior year actuals are presented for comparative purposes. The budget and actual amounts are through nine months of the year. Additional details of major variances are discussed following the table.

UTILITY FUNDS: Expenditures

As of September 30, 2025

Category	2025 Adopted Budget	2025 Amended Budget	Prior YTD 9/30/24	YTD 9/30/25	YTD Expense as % of Amended Budget
Operating Expenditures					
Water Utility	$ 7,206,789	$ 7,206,789	$ 4,061,341	$ 5,075,124	70.4%
Sewer Utility	9,589,207	9,589,207	6,234,735	7,225,001	75.3%
Storm Water Utility	2,436,253	2,486,253	1,316,358	1,546,929	62.2%
Capital Projects					
Water Utility	13,326,729	24,427,338	8,921,864	9,596,348	39.3%
Sewer Utility	4,478,584	7,826,242	1,109,310	1,849,334	23.6%
Storm Water Utility	2,413,497	2,645,902	455,505	457,160	17.3%
Debt Service					
Water Utility	2,426,562	2,426,562	15,338	913,676	37.7%
Sewer Utility	1,028,615	1,028,615	455,314	442,700	43.0%
Storm Water Utility	-	-	-	-	N/A
Total Expenditures	**$ 42,906,236**	**$ 57,636,908**	**$ 22,569,765**	**$ 27,106,273**	**47%**

Expenditures in the Storm Water and Sewer Utility funds are within expectations at the end of the third quarter. Operating expenditures in the Water Utility appear underspent due to lower than anticipated costs relating to water purchased for resale. This can be attributed to the volatility that weather can bring to the seasonality of the utilities.

Through the end of the third quarter, multiple large capital improvement projects are either in the design phase or continuing construction. Staff is prioritizing work in the Water Utility to spend down time limited revenues related to the limited tax general obligation bond issuance for the Water Utility in the fall of 2024. Capital project details can be found in the 2025-2026 Capital Improvement Program Update (AB 6790) presented by Public Works staff at the October 21, 2025 City Council meeting.

ALL OTHER FUNDS

Revenues

The table below lists the 2025 amended revenue budget, third quarter actuals, and the percentage of budget received. Prior year actuals are presented for comparative purposes. The budget and actual amounts are through the end of September. Additional details of major variances are discussed in the narrative following the table.

ALL OTHER FUNDS: Revenues

As of September 30, 2025

Fund Name	2025 Adopted Budget	2025 Amended Budget	Prior YTD 9/30/2024	YTD 9/30/2025	YTD Revenue as % of Amended Budget
Self Insurance Claim	$ 10,000	$ 10,000	$ -	$ -	N/A
Street	5,495,896	6,951,202	3,467,917	5,066,984	72.9%
Contingency	-	-	65,712	-	N/A
1% for the Arts	15,000	32,000	-	-	0.0%
Youth & Family Services	3,876,503	3,876,503	2,192,585	2,248,026	58.0%
ARPA	-	-	721,567	-	N/A
Development Services	4,200,890	4,200,890	3,279,292	5,249,489	125.0%
Town Center Parking Facilities	-	744,082	35,489	-	N/A
Capital Improvement	10,883,279	15,919,390	7,442,244	3,446,865	21.7%
Technology & Equipment	650,000	852,208	210,000	415,000	48.7%
Municipal Facility Replacement	168,773	10,033,773	3,400,000	5,885,965	58.7%
Equipment Rental	3,355,378	3,610,915	1,250,620	794,811	22.0%
Computer Equipment	1,705,225	1,705,225	1,007,373	1,114,297	65.3%
Firefighter's Pension	137,000	137,000	94,118	93,535	68.3%

Street Fund revenues are 72.9 percent of budget at the end of September. The primary revenue sources in the Street Fund for fiscal year 2025 are Real Estate Excise Tax (REET) and expected reimbursements from the 2017 Sound Transit Settlement Agreement. Just over $3.0 million of Sound Transit Mitigation reimbursements has been received through September. All remaining funds from the settlement agreement are on track to be reimbursed to the City prior to December 2025.

The Street Fund is impacted by the change to cash basis reporting for comparison purposes. REET revenue is on par with 2024 for the same period, but is underperforming compared to recent historical trends. Year-over-year comparisons indicate 2025 revenues will remain lower than prior years due to a sluggish real estate market on the Island.

Property sales recorded in February through September of 2025 were down 8 sales when compared to the same period in 2024. The property sales recorded for both 2024 and 2025 fall well below the 10-year historical average. It is worth noting that the average property sale price in FY 2025 has also decreased when compared to 2024 by nearly $75 thousand, which is the primary driver of the decline seen in total REET revenues between 2024 and through September 2025.

Development Services Fund revenues are 125.0 percent of budget at the end of September. This is primarily due to a one-time transfer of restricted fund balance from the General Fund to the Development

Services Fund operating reserve that included deferred development fee revenue tied to ongoing permit projects at the turn of the fiscal year and prior year resources generated by CPD that are restricted to permit-related services. If the one-time transfer is ignored, revenues related to permitting activity are overperforming expectations at 104.0 percent of budget. This is primarily due to an increase in permitting activity in 2025 compared to historical expectations.

Youth & Family Services revenues ended September at 58.0 percent of the amended budget. This is primarily due to a slowdown in Thrift Shop revenues and counseling services. An agreement with the Boys & Girl Club Organization to fund a counselor position was terminated based on a mutual agreement between both parties, resulting in no service costs being incurred or recouped this biennium. Thrift shop revenues are down $28 thousand in fiscal year 2025 relative to the prior year due to the closure of the Thrift Shop this spring to address safety improvements to the building. Other revenues are within budget expectations.

Capital Improvement Fund revenues are 21.7 percent of budget at the end of the third quarter. Similar to the Street Fund, REET is a primary revenue source in the Capital Improvement Fund. Staff will continue to monitor factors relating to REET to better inform expectations for the remainder of FY 2025 and beyond.

In addition, the budget for revenues in 2025 includes $3.6 million in State Grant funding, of which 22.6 percent has been collected to date. Staff intend to submit for reimbursement for these available funds as project milestones are met. As an example, reimbursement for grants related to the Luther Burbank Dock & Waterfront Improvements project will occur once the waterfront design is complete (Q4 2025) and after construction is complete (Q4 2026).

Firefighter's Pension Fund revenues are 68.3 percent of budget at the end of September. Investment interest earnings are similar when compared to 2024. This decrease in interest earnings comes as local government investment pool yields have remained consistent, although slightly fell through the first nine months of 2025 relative to the same period in the prior year.

All other revenues are within expected norms through the end of September.

Expenditures

The table below lists the 2025 amended expenditures budget by fund, end of September actuals, and a percentage of budget spent. Prior year actuals are presented for comparative purposes. The budget and actual amounts are through the end of the third quarter. Additional details of major variances are discussed in the narrative following the table.

ALL OTHER FUNDS: Expenditures

As of September 30, 2025

Fund Name	2025 Adopted Budget	2025 Amended Budget	Prior YTD 9/30/2024	YTD 9/30/2025	YTD Expense as % of Amended Budget
Self Insurance Claim	$ 10,000	$ 10,000	$ -	$ -	N/A
Street	5,495,896	6,951,202	6,319,959	4,281,288	61.6%
Contingency	-	-	-	-	N/A
1% for the Arts	15,000	32,000	25,273	14,729	46.0%
Youth & Family Services	3,876,503	3,876,503	2,429,344	2,459,997	63.5%
ARPA	-	-	2,100,083	-	N/A
Development Services	4,104,376	4,104,376	2,363,560	2,811,537	68.5%
Town Center Parking Facilities	-	744,082	-	744,082	100.0%
Capital Improvement	10,883,279	15,919,390	5,400,041	6,231,142	39.1%
Technology & Equipment	493,000	695,208	197,687	121,694	17.5%
Municipal Facility Replacement	-	9,865,000	-	9,412,097	95.4%
Equipment Rental	2,536,727	2,792,264	1,462,780	1,595,252	57.1%
Computer Equipment	1,463,979	1,463,979	1,054,142	1,027,331	70.2%
Firefighter's Pension	137,000	137,000	108,492	75,089	54.8%

Street Fund: Total expenditures are 61.6 percent of budget at the end of the third quarter. Operating expenditures are within budget expectations. This level of expenditure for the capital projects in the Street Fund are commonplace given many capital projects are currently underway, resulting in notable expenditures in the latter half of the year.

Town Center Parking Facilities Fund expenditures ended September at 100.0 percent of amended budget. This expenditure represents a Council authorized appropriation of remaining general purpose resources used in the one-time purchase of the building located at 9655 SE 36th Street (AB 6738). The Town Center Parking Facilities Fund included financial resources for the acquisition or construction of capital facilities. Acquisition of the 9655 Building qualified as an eligible use of the available unassigned resources.

Capital Improvement Fund expenditures ended September at 39.1 percent of budget. This level of expenditure for capital projects is commonplace given how many capital projects are currently underway. Expenditures are $831 thousand more compared to 2024, reflecting staff's aggressive focus on tackling significant capital reinvestments. Capital project details can be found in the 2025-2026 Capital Improvement Program Update (AB 6790) presented by Public Works staff at the October 21, 2025 City Council meeting.

Technology & Equipment Fund: Total expenditures are 17.5 percent of budget at the end of September. This level of expenditure falls within historical expectations through the third quarter. Projects with notable expenditures through September this year include the Financial Software Implementation (currently on track) and Technology Equipment Replacement program, which has spending levels on track with budget expectations.

The **Municipal Facility Replacement Fund** ended the third quarter at 95.4% of amended budget. Expenditures to date are tied to design services related to the Public Safety and Maintenance Facility (AB 6679). Furthermore, in September Council authorized the appropriation of available fund balance in the

Municipal Facility Replacement Fund, along with interfund transfers from the Town Center Parking Facilities, Capital Improvement, and General Funds for the one-time purchase of the 9655 building (AB 6738).

Equipment Rental Fund expenditures ended September at 57.1 percent of budget. Expenditures in this fund consist of Honeywell Site Remediation costs and fleet services, including replacements. Funds are currently encumbered for fleet replacements but have yet to be expended until the new vehicles arrive.

All other variances meet budget expectations through the end of September.

Two summary listings of the originally adopted 2025-2026 Budget (expenditures only), broken down by year, and amendments adopted by Ordinance through September 16, 2025 are presented below.

Fund Type / Fund Name	Original 2025 Budget	2025 Budget Adjustments						Amended 2025 Budget
		Administrative Biennial Corrections	ORD 25-10 24 to 25 Carry forward	ORD 25-10 Q1 FSU	ORD 25-25 Q2 FSU	Q3 FSU		
General Purpose Funds:								
General	37,233,739		151,000	1,760,299	3,317,358			42,462,396
Self-Insurance	10,000							10,000
Youth Services Endowment	-							-
Special Revenue Funds:								
Street*	5,495,896		1,455,306					6,951,202
Contingency	-							-
1% for the Arts	15,000		17,000					32,000
Youth & Family Services	3,876,503							3,876,503
Development Services	4,104,376							4,104,376
Debt Service Funds:								
Bond Redemption (Voted)	-							-
Bond Redemption (Non-Voted)	-							-
Capital Projects Funds:								
Town Center Parking Facilities*	-				744,082			744,082
Capital Improvement*	10,883,279		2,226,939	1,138,420	1,670,752			15,919,390
Technology & Equipment*	493,000		202,208					695,208
Facility Repl Reserve*	-		785,000		9,080,000			9,865,000
Enterprise Funds:								
Water*	22,960,080		10,411,104	689,505				34,060,689
Sewer*	15,096,406		3,347,658					18,444,064
Stormwater*	4,849,750		282,405					5,132,155
Internal Service Funds:								
Equipment Rental*	2,536,727		195,537		60,000			2,792,264
Computer Equipment*	1,463,979							1,463,979
Trust Funds:								
Firefighter's Pension	137,000							137,000
Total	**109,155,735**	**-**	**19,074,157**	**3,588,224**	**14,872,192**	**-**	**-**	**146,690,308**

* Capital Improvement Program (CIP) projects are accounted for in these funds.

Fund Type / Fund Name	Original 2026 Budget	2026 Budget Adjustments						Amended 2026 Budget
		Administrative Biennial Corrections	ORD 25-25 Q2 FSU	Q3 FSU	Q4 FSU	Q1 FSU	Q2 FSU	
General Purpose Funds:								
General	38,676,518							38,676,518
Self-Insurance	10,000							10,000
Youth Services Endowment	-							-
Special Revenue Funds:								
Street*	4,902,902		2,904,231					7,807,133
Contingency	-							-
1% for the Arts	15,000							15,000
Youth & Family Services	4,110,833							4,110,833
Development Services	4,334,220							4,334,220
Debt Service Funds:								
Bond Redemption (Voted)	-							-
Bond Redemption (Non-Voted)	-							-
Capital Projects Funds:								
Town Center Parking Facilities*	-							-
Capital Improvement*	9,554,202							9,554,202
Technology & Equipment*	355,931							355,931
Capital Reserve*	-							-
Enterprise Funds:								
Water*	25,162,916							25,162,916
Sewer*	16,359,832							16,359,832
Stormwater*	4,622,520							4,622,520
Internal Service Funds:								
Equipment Rental*	3,003,139							3,003,139
Computer Equipment*	1,544,174							1,544,174
Trust Funds:								
Firefighter's Pension	145,000							145,000
Total	**112,797,187**	**-**	**2,904,231**	**-**	**-**	**-**	**-**	**115,701,418**

* Capital Improvement Program (CIP) projects are accounted for in these funds.

CITY OF MERCER ISLAND
ORDINANCE NO. 25-30

AN ORDINANCE RELATING TO THE LEVYING OF REGULAR PROPERTY TAXES AND ESTABLISHING THE AMOUNT TO BE LEVIED IN 2026 ON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY

WHEREAS, the City Council of the City of Mercer Island has conducted its mid-biennial review of the 2025-2026 Budget; and

WHEREAS, pursuant to RCW 84.55.120, the City Council of the City of Mercer Island held a public hearing for the purpose of considering testimony regarding the 2026 property tax levy; and

WHEREAS, the City Council of the City of Mercer Island, after due consideration of the evidence and testimony at the public hearing, has determined that the City requires an increase in property tax revenue in order to discharge the expected expenses and obligations of the City of Mercer Island; and

WHEREAS, the voters of the City of Mercer Island approved a levy lid lift in 2022 for the purpose of the operation and maintenance of parks and open spaces, including Luther Burbank Park, and funds for playground replacements and forest restoration in Pioneer Park and Engstrom Open Space; and

WHEREAS, the City intends to collect $1,808,232 of the authorized 2022 Park Maintenance and Operations levy lid lift in 2026.

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

Section 1. Total Property Tax Levy in 2026.

The property tax levy is hereby authorized to be collected in the 2026 tax year in the estimated amount of $15,390,478, which amount when added to the estimated revenues will balance the revenues with the expenditures and which amount is in compliance with all applicable laws.

Section 2. Detail of Property Tax.

There is hereby levied upon all taxable property within the City of Mercer Island, Washington, a total tax of $15,390,478 as follows:

REGULAR LEVY:	
Prior Year Levy	$13,270,814
1.0% Optional Increase	132,708
New Construction	133,891
Refund Levy	44,833
LEVY LID LIFTS:	
2022 Parks Maintenance & Operations	1,790,325
New Construction	17,907
TOTAL TAXES REQUESTED FOR 2026	**$15,390,478**

The foregoing property tax levy amount shall be automatically adjusted without further action of the City Council to correspond to the final assessed valuation, new construction, and refund levy totals to be received from the King County Assessor prior to December 31, 2025.

Section 3. City Clerk Certification.

Pursuant to RCW 84.52.020, the Clerk is directed to certify the amount necessary to be raised by taxation as specified above to the Metropolitan King County Council. The City Finance Director is authorized and directed to transmit any adjustment made pursuant to Section 2 above to the 2026 property tax levy amount to the Metropolitan King County Council.

Section 4. Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 5. Effective Date.

This ordinance shall take effect five days after passage and publication in the official newspaper of the City.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON THE 18TH DAY OF NOVEMBER, 2025.

CITY OF MERCER ISLAND

_____
Salim Nice, Mayor

ATTEST:

_____
Andrea Larson, City Clerk

APPROVED AS TO FORM:

_____
Bio Park, City Attorney

Date of Publication: November 18, 2025

CITY OF MERCER ISLAND
ORDINANCE NO. 25-31

AN ORDINANCE AUTHORIZING AN INCREASE IN THE PROPERTY TAX LEVY FOR THE YEAR 2026.

WHEREAS, the City Council of the City of Mercer Island has conducted its mid-biennial review of the 2025-2026 Budget; and

WHEREAS, pursuant to RCW 84.55.120, the City Council of the City of Mercer Island held a public hearing for the purpose of considering testimony regarding the 2026 property tax levy; and

WHEREAS, the City Council of the City of Mercer Island, after due consideration of the evidence and testimony at the public hearing, has determined that the City requires an increase in property tax revenue in order to discharge the expected expenses and obligations of the City of Mercer Island; and

WHEREAS, the voters of the City of Mercer Island approved a levy lid lift in 2022 for the purpose of the operation and maintenance of parks and open spaces, including Luther Burbank Park, and funds for playground replacements and forest restoration in Pioneer Park and Engstrom Open Space; and

WHEREAS, the City intends to collect $1,808,232 of the authorized 2022 Park Maintenance and Operations levy lid lift in 2026.

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

Section 1. Total Property Tax Change.

There is hereby levied upon all taxable property within the City of Mercer Island, Washington, a total property tax levy of $15,390,478, which is $150,434, or 1.00 percent, more than the 2025 total property tax levy, excluding the amounts for new construction and refunds related to the prior tax year. The $150,434 increase in the 2026 total property tax levy consists of the following: 1) $132,708, or 1.00 percent, increase in the regular property tax levy; and 2) $17,726, or 1.00 percent, increase in the 2022 levy lid lift. The foregoing property tax levy amount shall be automatically adjusted without further action of the City Council to correspond to the final assessed valuation, new construction, and refund levy totals to be received from the King County Assessor prior to December 31, 2025.

Section 2. Regular Property Tax Increase.

An optional increase in the regular property tax levy is hereby authorized for the 2026 levy in the amount of $132,708, which is a 1.00 percent increase over the previous year. The optional 1.00 percent increase is in addition to the new construction and refund amounts related to the 2025 tax year. The 2026 total regular levy, excluding the amounts for new construction and refunds, is authorized in the amount of $13,403,522, which is $132,708, or 1.00 percent, more than the 2025 total regular levy.

Section 3. 2022 Levy Lid Lift Increase.

The voted property tax levy pertains to the levy lid lift passed by a vote of the Mercer Island citizens on November 8, 2022. An increase in the voted property tax levy is hereby authorized for the 2026 levy in the amount of $17,726, which is a 1.00 percent increase over the previous year and is within the provisions of the ballot measure. The 1.00 percent increase is in addition to the new construction and refund amounts related to the 2025 tax year. The 2026 total voted property tax levy, excluding the amounts for new construction and refunds, is authorized in the amount of $1,790,325, which is $17,726, or 1.00 percent, more than the 2025 total voted levy.

Section 4. City Clerk Certification.

Pursuant to RCW 84.52.020, the Clerk is directed to certify the amount necessary to be raised by taxation as specified above to the Metropolitan King County Council. The City Finance Director is authorized and directed to transmit any adjustment made pursuant to Section 1 above to the 2026 property tax levy amount to the Metropolitan King County Council.

Section 5. Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 6. Effective Date.

This ordinance shall take effect five days after passage and publication in the official newspaper of the City.

ADOPTED BY THE CITY COUNCIL OF MERCER ISLAND, WASHINGTON AT ITS REGULAR MEETING ON THE 18TH DAY OF NOVEMBER, 2025.

CITY OF MERCER ISLAND

_____
Salim Nice, Mayor

ATTEST:

_____
Andrea Larson, City Clerk

APPROVED AS TO FORM:

_____
Bio Park, City Attorney

Date of Publication: November 18, 2025

CITY OF MERCER ISLAND
RESOLUTION NO. 1684

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND APPROVING THE CITY OF MERCER ISLAND'S ALLOCATION FOR THE NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY (NORCOM) 2026 BUDGET.

WHEREAS, the North East King County Regional Public Safety Communications Agency (NORCOM) was formed effective November 1, 2007; and

WHEREAS, NORCOM is in the process of adopting its annual budget for 2026; and

WHEREAS, the NORCOM Interlocal Agreement, to which the City is a party, requires that the City Council approve the City's allocation for NORCOM's budget, which is estimated to be $706,154.00 in 2026;

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

The City of Mercer Island's allocation ($706,154) for the North East King County Regional Public Safety Communications Agency (NORCOM) 2026 budget is hereby approved.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON THE 18th DAY OF NOVEMBER 2025.

CITY OF MERCER ISLAND

_____
Salim Nice, Mayor

ATTEST:

_____
Andrea Larson, City Clerk

AB 6814

2025-2026 Mid-biennial Budget



Nov 18, 2025

Agenda

1. Financial Status Update thru Q3 2025
2. Mid-biennial Budget Adjustments
   - ❑ Property Tax Ordinances
   - ❑ Emergency Dispatch Services
   - ❑ Proposed Budget Amendments
3. Questions

Financial Status Update | Q3 2025



General Fund Revenues

- Revenues are 72% of budget at the end of September.
- Up $300,000 compared to 2024, largely due to sales tax, B&O tax revenues, and parks and recreation revenues.
- Compared to the prior year,
  - Sales tax revenues (Feb thru Sept) up $380,000.
  - B&O taxes up $370,000.
  - Parks and Recreation revenues up $411,000.

Parks and Recreation

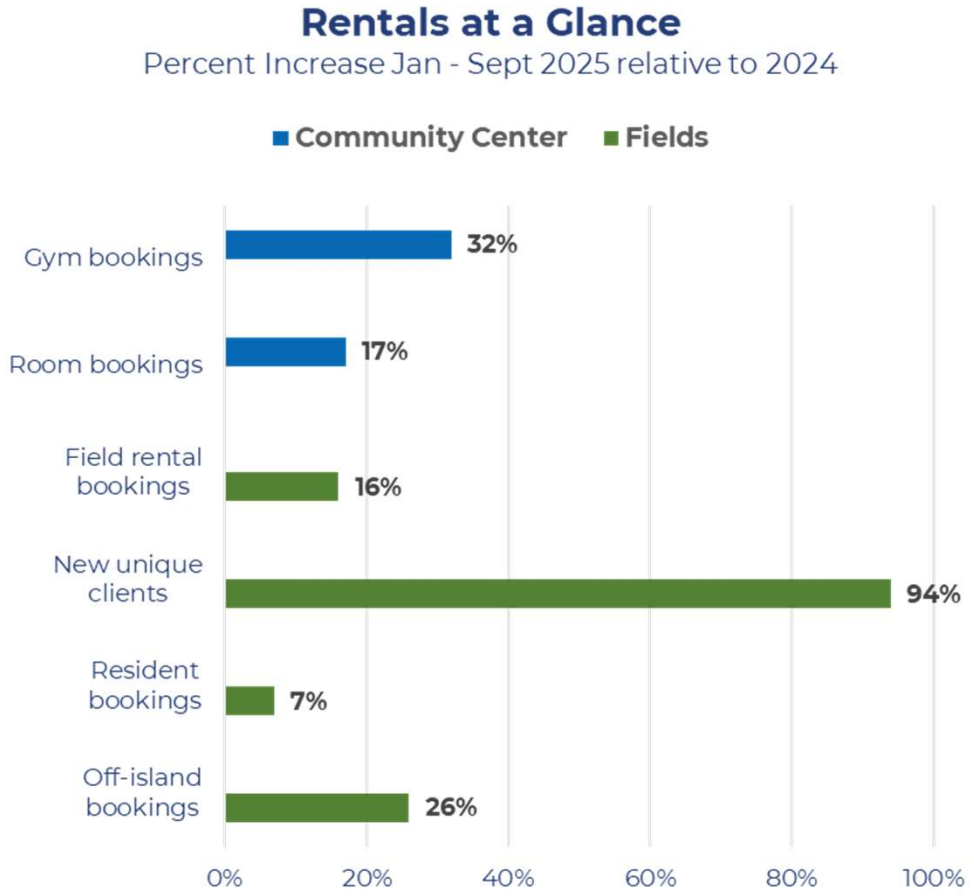
2025 Gross Revenues

- **Target** $1.41 million *for the year*
- **Actuals** $1.53 million *as of 9/30/25*

Improvements managing rentals is driving revenue growth.

- Online viewability.
- Online self-booking for fields.
- Rental stacking.

Aim to build on this trend in 2026.



General Fund Expenses

- At 78% of budget as of Q3, within budget expectations.
- Expenses are $2.0 M more compared to 2024.
  - Transfer of one-time resources for building acquisition and 2 of 3 payment to transfer time-accrual liability to Eastside Fire & Rescue.

GENERAL FUND EXPENDITURES *($ in millions)*	FY 2025 AMENDED BUDGET	% of AMENDED BUDGET	FY 2024 QUARTER 3 ACTUALS	FY 2025 QUARTER 3 ACTUALS	YTD as % of AMENDED BUDGET
Personnel	$17.40	41%	$14.29	$12.93	74%
Supplies	0.65	2%	0.46	0.44	68%
Contractual Services	10.78	25%	1.78	8.20	76%
Other Services & Charges	5.09	12%	11.00	4.62	91%
Interfund Transfers Out	8.54	20%	3.85	7.14	84%
TOTAL EXPENDITURES	**$42.46**	**100%**	**$31.38**	**$33.32**	**78%**

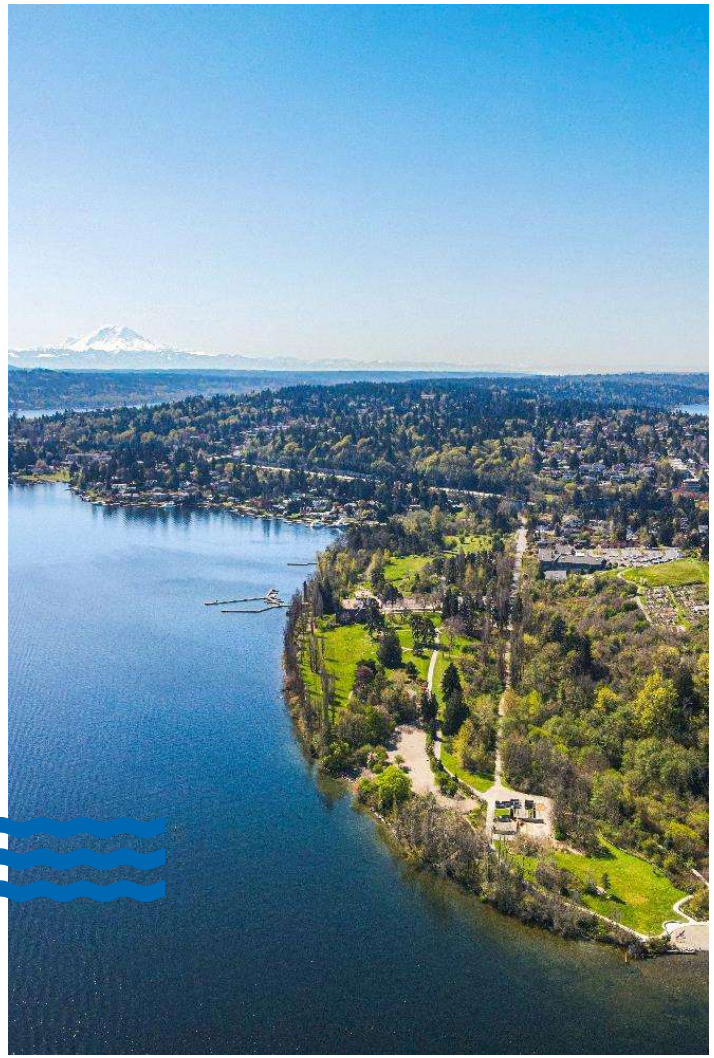
REET Revenues

- 0.5% real estate excise tax on property transactions.
- Primary resource for Capital Improvement Program.

REET Analysis	January 1 - September 30					2024-2025
	2021	2022	2023	2024*	2025	% Chg
Properties Sold *(monthly avg.)*	45	28	26	25	23	**-7.1%**
Total Revenue *($ in thousands)*	$4,536	$3,097	$2,877	$2,746	$2,739	**-0.2%**

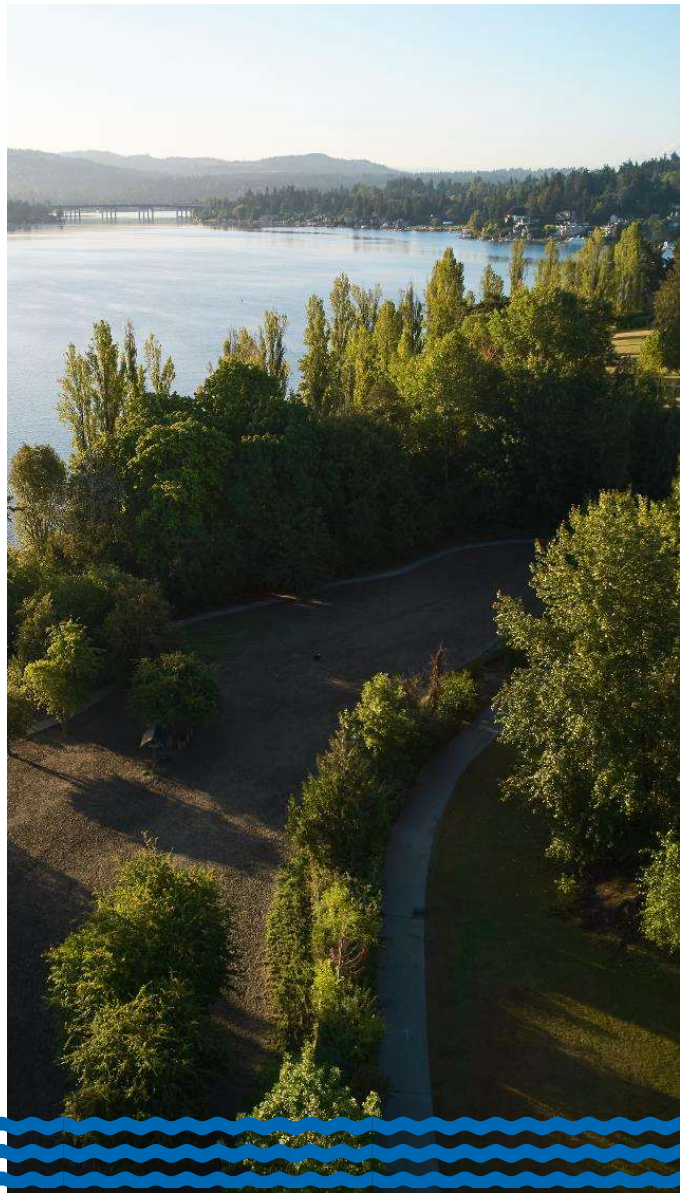
** With the City's transition to cash basis, Jan 2024 cash receipts were accrued as revenue in Dec 2023.*
Source: King County Assessor's Office, 2025.

- Downward trend stabilized in 2024, holds steady through 2025.
- Revenues through September are meeting budget expectations.



Questions?

Mid-Biennial Budget Adjustments



Property Tax Levies

- Cities may increase property taxes for the upcoming year by 1% or the implicit price deflator (2.57% for 2026 tax year), whichever is less.
- Assume a 1% increase in 2026 for both the Regular levy and 2022 Parks Operations and Maintenance (O&M) levy lid lift.
- Required to submit levy ordinances to King Council by Nov 30.

PROPERTY TAX LEVIES *Ord. No. 25-30 & 25-31 ($ in thousands)*	**2025 FINAL LEVY**	**2026 PRELIM LEVY**
Regular Levy	$ 13,297	**$ 13,582**
2022 Parks O&M Lid Lift	1,773	**1,808**
Total Levy	$ 15,070	**$ 15,390**

NORCOM 2026 Budget

- Emergency dispatch services provided by Northeast King County Regional Public Safety Communication Agency (NORCOM).
- Annual budget is adopted in December each fiscal year.
- Partner cities must adopt the 2026 contribution before Nov 30.

Mercer Island Allocation	2025	2026	$ Chg	% Chg
Police	$697,758	$706,154	$ 8,396	1.2%

Budget Adjustments

- Standard practice the mid-biennium to adjust the budget in response to emerging needs since adoption in Dec 2024.
- Staff recommends $450,000 in adjustments across three funds.

2025-2026 Mid-biennial Appropriations	Fund	Amount
9655 Building Debt Service	320	$ 137,462
9655 Building Operating Costs	001	50,000
9655 Building Real Estate Services	001	30,000
Long-Range Planning Professional	001	200,000
Emergency Assistance for Food Security	160	30,000
Total Appropriations		**$447,462**

9655 Building Acquisition

Located at 9655 SE 36th Street

- City sold $1.5 M in LTGO bonds as part of the $9.06 M building purchase.
  - $137,462 annual debt service in 2026, from Capital Improvement Fund unassigned fund balance.
  - $30,000 for real estate services to conclude the building acquisition, from General Fund unassigned fund balance.
  - $50,000 initial resources to operate & maintain building in 2026, offset by building lease revenue.

Long Range Planning

- In August, Growth Management Hearing Board outlined mandatory revisions to the City's comprehensive plan due July 31, 2026.
- Work is underway to complete land capacity modeling, development scenarios, & project impacts to public infrastructure.
  - $200,000 appropriation from unassigned fund balance in the General Fund.
- Significant impacts to work plan across departments. Staff return early 2026 to work through policy decisions with Council.

Community and Food Security

Mercer Island Youth & Family Services Foundation provided $30,000 to help food insecure community members facing cuts to the federal SNAP program.

Recommended Actions

1. Adopt Ordinance No. 25-33, amending the 2025-2026 Biennial Budget.

2. Adopt Ordinance No. 25-30, appropriating funds and establishing the amount of property taxes to be levied for fiscal year 2026.

3. Adopt Ordinance No. 25-31, establishing the dollar amount and percentage increases of the regular property tax levy and the levy lid lifts for fiscal year 2026.

4. Adopt Resolution No. 1684, approving NORCOM's 2026 budget allocation to the City of Mercer Island.

Questions

Prepared By

Matt Mornick, Finance Director

LaJuan Tuttle, Deputy Finance Director

Ben Schumacher, Financial Analyst



BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6819
November 18, 2025
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6819: Fire Apparatus Acquisition and Financing (Ordinance No. 25-34, First Reading and Adoption)	☐ Discussion Only ☒ Action Needed: ☒ Motion ☒ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Adopt Ordinance No. 25-34 authorizing the acquisition and lease purchase financing of one Pierce Enforcer Pumper.	

DEPARTMENT:	Finance & Administrative Services
STAFF:	Matt Mornick, Finance Director Ali Spietz, Chief of Administration Carson Hornsby, Management Analyst II
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 25-34 including Exhibit A - Joint Purchase Agreement with Eastside Fire & Rescue and Hughes Fire Equipment, Inc. and Exhibit B - Master Tax-Exempt Installment Purchase Agreement with Municipal Asset Management, Inc.
CITY COUNCIL PRIORITY:	4. Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community.

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to authorize the purchase and financing of a replacement fire apparatus.

- One of the City's type 1 fire apparatus purchased in 2008 is overdue for replacement.
- Eastside Fire and Rescue (EF&R) is the City's provider of fire and emergency medical services. EF&R's Technical Analysis Group began the design specifications process to replace the apparatus in Summer 2024.
- In February 2025, the City Council authorized the City Manager to enter into a purchase agreement to acquire two new fire apparatus. The City and Huges were unable to agree to the price escalator clauses and the City Manager put the acquisition on hold.
- In September 2025, EF&R recommended the City purchase a semi-custom (rather than fully custom) type 1 fire apparatus built by Pierce Manufacturing, Inc. EF&R notified the City that they intended to purchase an additional three semi-custom type 1 apparatus for their fleet.
- Hughes Fire Equipment ("Hughes"), the Pierce Manufacturing dealer for Washington State, provided a joint price quote to EF&R and the City for one semi-custom type 1 apparatus for the City and three

for EF&R on November 14, 2025. The purchase price of the City's apparatus is $1,267,470 including discounts and sales tax.

- Ordinance No. 25-34 (Exhibit 1) authorizes the City Manager to acquire the new semi-custom type 1 apparatus, (also known as an "Enforcer Pumper," which is the formal name of this Pierce model) via a lease purchase financing agreement.
- In September, the City and EF&R drafted a joint purchase agreement to enter with Hughes for the purchase of four Enforcer Pumper apparatus. All parties agree to the terms outlined in the joint purchase agreement (Exhibit 1A).
- To secure financing for the apparatus, staff requested financing proposals from two banks and received the most competitive terms from Municipal Asset Management, Inc. with a 4.76% interest rate and nine-year term outlined in the Master Tax-Exempt Installment Purchase Agreement (Exhibit 1B).
- Staff recommends suspending the City Council Rules of Procedure Section 6.2 to adopt Ordinance No. 25-34 on first reading due to the timing of the quote and financing proposals.

BACKGROUND

Eastside Fire and Rescue (EF&R) is the City of Mercer Island's provider of fire and emergency medical services (EMS). The current interlocal agreement between EF&R and the City was executed on January 1, 2024. Per the interlocal agreement, the City will finance and own its fleet while EF&R will manage the fleet's maintenance and operation.

In early 2025, the City Council approved Ordinance No. 25-04 with AB 6624, authorizing the purchase of two replacement fire apparatuses from Hughes Fire Equipment ("Hughes"), the exclusive dealer of Pierce Manufacturing in Washington State. The City and Huges were unable to agree to the price escalator clauses and the City Manager put the acquisition on hold.

In September 2025, EF&R's Technical Analysis Group renewed efforts to develop design specifications to replace a total of four full-size type-1 fire engines, as three of EF&R's engines and one of the City's have reached the end of their useful life. EF&R again recommended the City purchase a Pierce manufactured engine to ensure the City's engines are consistent with EF&R's standardized fleet of Pierce engines. This creates efficiencies in training and certification of EF&R's first responders as well as fleet maintenance and operation. At the time, EF&R and the City notified Hughes of their intent to acquire a total of four apparatus.

On November 14, 2025 Hughes provided a joint quote to EF&R and the City for one semi-custom type 1 apparatus for the City and three for EF&R. The purchase price of the City's apparatus is $1,267,470 including discounts and sales tax.

The price of Pierce manufactured engines has risen 3-4% per quarter in recent years, with no indication prices will stabilize in the foreseeable future. City staff and EF&R believe the quotes from Hughes contain the lowest price the City is likely to receive based on the engine specifications.

ISSUE/DISCUSSION

Fire Apparatus

The City currently has four type 1 fire engines, two at each fire station. Two of the four type 1 engines are reserve apparatus used when the primary engines are out of service or have been called off-Island to provide mutual aid. One of the City's reserve type 1 engines is overdue for replacement.

Pierce Enforcer Pumper

The Pierce Enforcer Pumper manufactured is a type 1 fire engine also known as an "engine company, engine pumper, maxi pumper, or structural firefighting truck." The type 1 engine is designed to carry 3-4 firefighters and support urban, rural, and suburban departments because they carry all the required National Fire Protection Association (NFPA) firefighting equipment and support both structural firefighting and initial EMS response. As a result, they are the most common type of fire apparatus in use today.

Every type 1 engine is required to have a pump with a minimum tank size of 300 gallons and must offer a minimum of 1,000 Gallons Per Minute (GPM) of water transfer. In addition, type 1 engines must include a full complement of ground ladders, nozzles, forcible entry equipment, rear access and egress, some level of first aid equipment and other unique items depending on the local jurisdiction.

The Pierce Enforcer Pumper meets these NFPA requirements, and it is recommended to replace one of the City's reserve type 1 engines. The apparatus that is being replaced was originally purchased in 2008 and has a lifespan of 20 years.

Fire engines typically serve as primary engines for the first ten years of their useful life and as reserve engines for the last ten years of their useful life. The apparatus being replaced currently serves as the reserve engine at Station 91. The new Enforcer Pumper will become the primary fire truck at Station 92, bumping the current primary truck to reserve status.

Joint Purchase Agreement

On November 14, 2025 Hughes provided a joint proposal to EF&R and the City for one Pierce Enforcer Pumper for the City and three Enforcer Pumpers for EF&R. The purchase price of the City's apparatus is $1,267,470 including discounts and sales tax, as shown in the Joint Purchase Agreement with EF&R (see Exhibit 1A). The agreement stipulates Hughes may increase the purchase price based on the Producer Price Index of Components for Manufacturing (PPI). The City and EF&R agree to pay a price increase equal to a PPI increase above 5.0% from the signed purchase agreement date to 14 months prior to the delivery date. Any price increases tied to major fire apparatus components built by third parties (e.g., engine, transmission, and fire pump) may not exceed 10% of the original purchase price.

The specifications of the Enforcer Pumper fall within Pierce Manufacturing's "Build My Pierce" (BMP) Program for semi-custom apparatus, which reduces the total price and manufacturing lead time compared to a fully custom apparatus. The manufacturing lead time for the Enforcer Pumper under the BMP Program is estimated at 31 to 36 months.

Financing

Staff requested financing proposals from two banks: Municipal Asset Management, Inc. and Holman Capital. Municipal Asset Management, Inc. provided the most favorable proposal to the City with a 4.76% interest rate and nine-year term.

The City has previously financed several fire apparatus acquisitions with Municipal Asset Management, Inc. with the most recent acquisition in 2018. All new fire apparatus purchased by the City since 2007 have been financed through a lease purchase agreement except for one Fire Rescue Truck which was financed by a LTGO bond issue in 2013.

Master Tax-Exempt Installment Purchase Agreement with Municipal Asset Management, Inc.

Municipal Asset Management, Inc. offered the most competitive financing terms to the City for the acquisition of the Enforcer Pumper apparatus. The Master Tax-Exempt Installment Purchase Agreement proposal from Municipal Asset Management, Inc. (see Exhibit 1B) includes an interest rate of 4.76%. The City was offered two annual payment schedule options, June and December, and selected the annual payment schedule beginning in June 2026 to further reduce the interest amount over a lease term of nine years.

If the installment purchase agreement is executed beginning June 1, 2026, the City will make annual lease payments of approximately $171,565 through June 2034 for a total payment of $1,544,090 over the nine-year term. After the final lease payment in June 2034, ownership of the apparatus will be transferred to the City to be maintained and operated by EF&R.

Budgetary Impact

The City's Equipment Rental Fund (510) will pay the debt service for the acquisition of the fire apparatus as outlined in the "Financing" section above. Similar to what the City is experiencing with the acquisition of other large City equipment, the funding mechanisms in place to cover the debt service for fire apparatus are not keeping pace with the cost of these engines, which continue to increase in price.

As an example, the City purchased a type 1 apparatus for $733,000 in 2018. At that time, the City's replacement schedule forecasted a 35% increase to the price by 2025. The current (discounted) price for the new type 1 apparatus is $1.27 million, which represents a 73% increase since 2018, double the original forecasted increase.

The Equipment Rental Fund is equipped to absorb the cost for this new type 1 fire apparatus. Staff will return to the City Council in 2026 with updated funding strategies related to the City's fleet to ensure resources keep pace with equipment replacement forecasts during the 2027-2028 biennial budget process.

NEXT STEPS

Following adoption of Ordinance No. 25-34, EF&R and the City will continue to collaborate on designing build specifications for one additional City apparatus due for replacement: a freightliner pumper scheduled to be replaced in 2026-2027. This mid-size engine is smaller than the type 1 engine and is ideal for the unique geography on Mercer Island due to its ability to effectively maneuver smaller streets and tighter neighborhood spaces.

RECOMMENDED ACTION

1. Suspend City Council Rules of Procedure Section 6.2 requiring a second reading of an ordinance.
2. Adopt Ordinance No. 25-34 authorizing the purchase of one Pierce Enforcer Pumper and authorizing a joint purchase agreement between the City, EF&R, and Hughes Fire Equipment, Inc. and a Master Tax-Exempt Installment Purchase Agreement with Municipal Asset Management, Inc. to finance the City's apparatus, substantially in the form of the drafts attached as Exhibits A and B to Ordinance N. 25-34.

CITY OF MERCER ISLAND
ORDINANCE NO. 25-34

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, RELATING TO THE PURCHASE AND FINANCING OF A FIRE APPARATUS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Mercer Island, Washington ("City") has determined that it is advisable to purchase one Pierce Manufacturing, Inc. Enforcer Pumper fire apparatus to replace a City fire apparatus that is beyond its useful life; and

WHEREAS, the City's contracted fire and emergency medical services provider, Eastside Fire and Rescue, completed the specifications process, provided a recommendation to the City, and obtained a final bid at the lowest available price from Hughes Fire Equipment, Inc., the exclusive dealer for Pierce Manufacturing, Inc. in Washington State; and

WHEREAS, the City finds it in the best interest of the public to enter into a joint purchase agreement with Eastside Fire and Rescue and Hughes Fire Equipment, Inc.; and

WHEREAS, the City has compared available financing options and interest rates and finds it in the best interest of the public to execute a Master Tax-Exempt Installment Purchase Agreement with Municipal Asset Management, Inc. to finance the acquisition of the Pierce Enforcer Pumper fire apparatus;

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

Section 1. **Authorization of Documents Required to Purchase Fire Apparatus.** The City Manager or designee is hereby authorized to execute the following documents, substantially in the form of the drafts attached as Exhibits A and B to this ordinance, relating to the acquisition and financing of one Pierce Enforcer Pumper fire apparatus on behalf of the City: (1) Joint Purchase Agreement with Eastside Fire and Rescue and Hughes Fire Equipment, Inc. and associated exhibits; and (2) Master Tax-Exempt Installment Purchase Agreement with Municipal Asset Management, Inc. and associated exhibits, including but not limited to Addendum and Property Schedule. The City Manager or designee is hereby authorized and directed to take such steps, to do such other acts and things, and to execute such documents, letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable, in order to carry out the terms and provisions of, and complete the transactions contemplated by this ordinance, including changes in the documents attached as Exhibits A and B that are determined to be in the best interest of the City of Mercer Island.

Section 2. **General Obligation.** The City's payment obligation under the documents referenced in Section 1 of this ordinance shall be a general obligation of the City payable from its regular property tax levy and other available funds of the City. The City hereby irrevocably covenants and agrees for as long as such obligations are outstanding and unpaid that each year it will include in its budget and levy a regular property tax upon all the property within the City subject to taxation in an

amount that will be sufficient, together with other revenues and money of the City legally available for such purposes, to pay the principal of and interest on such obligations when due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said regular taxes and for the prompt payment of the principal of and interest on the obligations when due.

Section 3. **Prior Acts.** All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 4. **Severability.** If any section, sentence, clause or phrase of this ordinance or any municipal code section amended hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, 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 of its application to any other person, property, or circumstance.

Section 5. **Effective Date.** This ordinance shall take effect five days after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON DECEMBER 2, 2025.

CITY OF MERCER ISLAND

_____
Salim Nice, Mayor

Approved as to Form:

_____
Bio Park, City Attorney

ATTEST:

_____
Andrea Larson, City Clerk

Date of Publication:

AGREEMENT BETWEEN THE CITY OF MERCER ISLAND, EASTSIDE FIRE & RESCUE, AND HUGHES FIRE EQUIPMENT INC. FOR THE PURCHASE OF THREE (3) ENFORCER PUMPERS (MC1148) AND ONE (1) ENFORCER PUMPER (MC1230)

THIS AGREEMENT is made and entered into by the City of Mercer Island, a Washington municipal corporation, hereinafter "City"; Eastside Fire & Rescue, a nonprofit corporation organized under chapter 24.03 RCW hereinafter "EF&R"; and Hughes Fire Equipment, hereinafter "Vendor."

WITNESSETH: That in consideration of the payments, covenants, and agreements hereinafter mentioned, to be made or performed by the parties hereto, the parties covenant and agree to the following:

1. Term – Agreement

The term "Agreement" as used herein, shall constitute this document entitled "Agreement between the City of Mercer Island, Eastside Fire & Rescue, and Hughes Fire Equipment, Inc. for the purchase of three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230)," and the following attachments which are incorporated by this reference:

a. Attachment A, entitled "Hughes Fire Equipment Proposal"
b. Attachment B, entitled "Pierce Enforcer Pumper MC1148 Specifications"
c. Attachment C, entitled "Pierce Enforcer Pumper MC1148 Preliminary Drawing"
d. Attachment D, entitled "Pierce Enforcer Pumper MC1148 Build Sheet"
e. Attachment E, entitled "Pierce Enforcer Pumper MC1230 Specifications"
f. Attachment F, entitled "Pierce Enforcer Pumper MC1230 Preliminary Drawing"
g. Attachment G, entitled "Pierce Enforcer Pumper MC1230 Build Sheet"

2. Term – Three (3) Pierce Enforcer Pumpers (MC1148) and One (1) Pierce Enforcer Pumper (MC1230)

This Agreement is for the purchase of three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) that conform to the terms of this Agreement.

3. Scope of Work

Vendor agrees to build and deliver to EF&R three (3) Pierce Enforcer Pumpers (MC1148); and to the City one (1) Pierce Enforcer Pumper (MC1230) that meet the specifications set forth in this Agreement and attachments.

EF&R and the City agree to engage Vendor to provide the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) as described in this Agreement and for Vendor to complete and finish the same according to the plans and specifications set forth in this Agreement and attachments.

The parties agree that the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) will conform to all Federal Department of Transportation rules and regulations in effect at the time of signing of the Agreement, with all National Fire Protection Association guidelines for Automotive Fire Apparatus as published at the time of signing of this

Agreement in effect at the time of signing of the Agreement.

4. Delivery and Risk of Loss

The vendor agrees to deliver to EF&R three (3) Pierce Enforcer Pumpers (MC1148); and to the City one (1) Pierce Enforcer Pumper (MC1230), free of defects, that conform to the specifications set forth in this Agreement within 36 months from the date of signing of this Agreement; provided, the risk of loss for any defect or damage to the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) shall remain with Vendor until the units are accepted by EF&R and the City.

Delivery Address:
Eastside Fire & Rescue Station 85
3600 Tolt Ave, Carnation, WA 98014

As currently configured, the Pierce Enforcer Pumpers qualify for the Build My Pierce (BMP) program. The BMP program offers expedited delivery. If the Pierce Enforcer Pumpers stay within the BMP program, the expected delivery is 36 months. All changes to the apparatus will be communicated to EF&R and the City. If the changes made disqualify the units for the BMP program, applicable price adjustments and extended delivery will be required.

5. Time is of the Essence

The City, EF&R, and Vendor agree that time is of the essence in the performance of this Agreement.

6. Payment and Options

The total amount to be paid by the City for one (1) Pierce Enforcer Pumper (MC1230) is $1,161,751.00 including all progress and pre-payment discounts in the November 14 proposal, plus any applicable sales and motor vehicle tax.

The total amount to be paid by EF&R for the three (3) Pierce Enforcer Pumpers (MC1148) is $3,485,257.00 including all progress and pre-payment discounts in the November 14 proposal, plus any applicable sales and motor vehicle tax.

The City and EF&R shall pay the amounts specified above plus any applicable sales and motor vehicle tax within thirty (30) days of mutual execution of this Agreement. An invoice will be provided by Vendor to EF&R and the City thirty (30) days prior to the due date. Final payment, including any changes made during the manufacturing process, is due upon completion of the apparatus at the factory and prior to the apparatus leaving the factory for delivery. The City will not be responsible for any cost related to EF&R's three (3) Pierce Enforcer Pumpers (MC1148), and EF&R will not be responsible for any cost related to the City's one (1) Pierce Enforcer Pumper (MC1230).

Any price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump as referenced in Attachment A) after the execution of the contract or purchase order shall be paid by the customer up to maximum of a

10% increase on the agreed purchase price. Any price increase on major components of the product will be documented on a Change Order and provided to the customer for approval prior to proceeding. The customer will have the option to cancel the order due to any price increase on major components of the product.

7. Preconstruction

Vendor shall provide and pay the expenses for travel by air, meals, and accommodations for five (5) representatives of the City and/or EF&R to sit down with the Vendor's representatives at its facility to go over the specifications, so all parties have a clear understanding of the specifications.

8. Inspection

EF&R and the City are entitled to inspect the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) and three different stages. The inspections shall include:

a. A mid-construction inspection;
b. A final construction inspection prior to leaving the factory; and
c. A post-delivery final inspection.

With the exception of the post-delivery final inspection, the inspections shall occur at the Vendor's manufacturing site.

Vendor shall provide and pay the expenses for travel by air, meals, and accommodations for two (2) representatives of the City and/or EF&R for the mid-construction and five (5) representatives of the City and/or EF&R for the final construction inspection prior to the units leaving the factory. Representatives of EF&R and the City shall, at a minimum, be afforded twenty-four (24) hours of time to inspect the units during the mid-construction, and the final construction inspection. Additional inspection time shall be afforded for the inspection of any item that is discovered by a representative of the City or EF&R to be defective.

All deficiencies shall be corrected prior to the apparatus leaving the Vendor's facility. The Vendor shall cover all expenses of the representatives of EF&R and the City if the apparatus is not ready at the end of the twenty-four (24) hour final inspection. If the deficiencies are not corrected within three days, the Vendor shall fly EF&R and the City representatives home. Once the deficiencies are corrected, the Vendor shall notify EF&R and the City and fly two of its representatives back to the Vendor's facility to re-inspect. The Vendor shall cover air, meals, and lodging. Inspection periods shall include only the time that City and EF&R representatives spend at the Vendor's manufacturing facility inspecting the units covered by this Agreement.

There shall be a post-delivery final inspection conducted at EF&R's premises to ensure the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) conform to the terms of this Agreement and pass all inspections and tests as required by EF&R or other laws or regulations. The initial post-delivery inspection and testing shall be completed within thirty (30) days of delivery. In the event the units fail to meet the tests as required by EF&R on first trials, second trials may be conducted by EF&R, at the sole option of EF&R, within thirty (30) days from the date of the first trials. Such trials shall be final and conclusive.

The vendor specifically agrees that its failure to afford EF&R and the City the opportunity to inspect the units pursuant to the terms of this Agreement shall be enough cause, in and of itself, to terminate this Agreement.

Notwithstanding any right of inspection, Vendor shall notify EF&R and the City of any known or discoverable defects that exist on the dates the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) are delivered or are later discovered by Vendor.

9. Acceptance

Acceptance of the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) shall occur after the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) pass post-delivery inspections and tests, which shall be completed within fifteen (15) days after the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) are delivered to EF&R and the City. The fact that EF&R and the City use the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) to complete the inspection and tests shall not constitute acceptance.

10. Rejection

EF&R and the City reserve the right to inspect the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) for any defects, irregularities, non-conformities, and defects in workmanship and appearance, and to reject all nonconforming or defective units. EF&R and the City will notify Vendor of the rejection of any units in writing. EF&R and the City will also provide Vendor with a written description of the reason(s) for rejection. EF&R and the City will hold the units with reasonable care at Vendor's disposition for a time enough to permit Vendor to remove the defective units. If Vendor gives no instructions within a reasonable time after notification of the rejection, EF&R and the City will store the defective units at Vendor's expense and such expense shall become a security interest in favor of EF&R and the City. The parties understand that in the case of rejection, EF&R and the City are not required to store the defective units in an enclosed area.

11. Cure

If EF&R and the City reject any units for a defect or non-conformity, Vendor shall have thirty (30) days to cure the defect; provided, Vendor provides EF&R and the City with written notice of Vendor's intent to cure the defect and assures EF&R and the City that it is capable of curing such defect. EF&R and the City shall notify Vendor in writing of its discovery of any defect within thirty (30) days of the actual discovery of the defect. The cure of the defect shall be at the sole expense of the Vendor, and Vendor shall cover all costs of such cure. In the event the cure requires that any units be transported beyond the limits of the State of Washington, Vendor shall, in addition to covering all costs of such cure, pay to EF&R and the City $0.55 per mile that each unit is driven to cover the wear and tear.

Unless otherwise agreed to in a separate writing signed by the parties, Vendor shall have one opportunity to cure each defect for which it has been placed on notice, or which Vendor discovers. Any agreement to cure defects of the units shall not constitute a settlement of claims brought pursuant to the terms of this Agreement.

If, at any time after acceptance, Vendor discovers a defect, Vendor shall, within two (2) days of discovery, notify EF&R and the City of such defects in writing and shall cure such defects pursuant to the Warranties provided and Section 12 herein.

12. Warranty

Vendor warrants and guarantees that three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) will be manufactured in accordance with the specifications set forth in this Agreement. Unless a longer warranty is provided by Pierce or per the specifications, Pierce Manufacturing ("Pierce") warrants to EF&R and the City that the portions of its Fire and Rescue Apparatus vehicle that are manufactured by Pierce shall be free from all defects in material and workmanship for a warranty period of one (1) year after the date of acceptance of the vehicle to EF&R and the City, unless a longer warranty is mutually agreed upon by both parties, which shall commence when the vehicle is either placed into service, or ninety (90) days from the date of delivery, whichever shall occur first. The warranty certificates provided will become part of this contract.

The implied warranties of merchantability and fitness for a particular purpose, as set forth in sections 62A.2-314 and -315 of the Revised Code of Washington, shall apply to the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230). These implied warranties shall apply even though they may be disclaimed in an attachment to this Agreement or other documents supplied by the Vendor, such that this section shall prevail over such disclaimer, and such disclaimer shall not apply. The inspection of or failure to inspect the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) shall not constitute a waiver or cancellation of the implied warranties.

All additional or separate warranties associated with any part, component, attachment, or accessory that is incorporated into or attached to the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) shall, regardless of length of said warranty, be for the benefit of EF&R and the City and passed on to EF&R and the City, and Vendor shall take all steps necessary to ensure that all such warranties are activated and in effect when the vehicle is delivered. If the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) or any component or subsystem is repaired, rebuilt, or replaced pursuant to this Agreement, such warranty work, component, unit, or subsystem shall have the remaining unexpired warranty of the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230), the original component, or subsystem.

Vendor shall provide all paperwork relating to warranty coverage of the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) or their components to EF&R and the City upon delivery of three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230).

The warranty period will begin sixty (60) days after three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) leave the factory for delivery or when put in service, whichever comes sooner.

In the event a component manufacturer requires that the purchaser register its purchase with the

manufacturer to make effective a component manufacturer's warranty, Vendor shall take all steps necessary to register such purchase with the component manufacturer. In the event the Vendor fails to properly register EF&R and the City's purchase with the component manufacturer, then the Vendor shall assume the status of warrantor of such component as if such registration had occurred. EF&R and the City's failure to discover any defect during any inspection or at any other time shall not constitute a waiver of the warranty applicable to such defect.

13. Performance Bond

Vendor shall provide and execute two separate performance bonds. The First for one (1) Pierce Enforcer Pumper (MC1230) for the City and the second for three (3) Pierce Enforcer Pumpers (MC1148) for EF&R. The performance bonds shall:

a. Be signed by an approved surety (or sureties) that:
   i. Is registered with the Washington State Insurance Commissioner, and
   ii. Appears on the current authorized Insurance List for the State of Washington published by the Office of the Washington Insurance Commissioner.

b. Be conditioned on and guarantee the faithful performance of the contract by Vendor within the prescribed time.

c. Guarantee that the surety shall indemnify, defend, and protect EF&R and the City against any claim of direct or indirect loss resulting from the failure:
   i. Of Vendor (or any of the employees, sub-contractors, volunteer sub-contractors of Vendor) to faithfully perform the contract, and
   ii. Of Vendor (or the sub-contractors) to pay all laborers, mechanics, subcontractors, volunteers, material person, or any other person who provides supplies or provisions for carrying out the work.

d. EF&R and the City may require the surety companies on the Performance Bond to appear and qualify themselves. When EF&R and the City deem the surety or sureties to be inadequate, it may, upon written demand, require Vendor to furnish additional surety to cover any remaining work. Until the added surety is furnished, payments on the contract will stop.

e. The parties agree that no liability shall attach to EF&R and the City by reason of entering into this Agreement except as expressly provided herein.

f. Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic Limited Warranty for such Vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included with this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment, or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

g. Due to global supply chain constraints, any delivery date contained herein is for purposes of this section a good faith estimate as of the date of this order/contract, and merely an

approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

h. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0 percent or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0 percent for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

14. Independent Contractor

The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

a. The Vendor has the ability to control and direct the performance and details of its work; EF&R and the City being interested only in the results obtained under this Agreement.

b. The Vendor maintains and pays for its own place of business from which Vendor's services under this Agreement will be performed.

c. The Vendor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before EF&R and the City retained Vendor's services, or the Vendor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

d. The Vendor is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.

e. The Vendor has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Vendor's business and has obtained a Unified Business Identifier (UBI) number from the State of Washington.

f. The Vendor maintains a set of books dedicated to the expenses and earnings of its business.

15. Non-Assignment

Vendor shall not assign this Agreement nor any part thereof, nor any monies due or to become due thereunder, without the prior written approval of EF&R and the City. Vendor shall not sublet any part of this Agreement without first having obtained the written consent of EF&R and the City to do so. In case such consent to sublet any part of this Agreement is given by EF&R and the City,

it shall in no way release Vendor from any responsibility under this Agreement, and vendor shall be held in all respects accountable as if no consent has been given. Vendor will be required to give personal attention to the work that is sublet.

16. Indemnification

Vendor shall defend, indemnify, and hold EF&R and the City, its officers, officials, employees, agents and volunteers harmless from injury and all claims, injuries, damages, losses, and suits including all legal costs and attorney fees arising out of or in connection with the Vendor's negligent performance of this Agreement except for injuries and damages resulting from the sole negligence of EF&R and the City. EF&R and the City's inspection or acceptance of the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) when completed will not be grounds to avoid any of these covenants of indemnification. The provisions of this section shall survive the expiration or termination of this Agreement. EF&R and the City shall: (1) promptly notify Vendor of any claim for which indemnification may be sought; (2) cooperate fully in the defense of such claim; and (3) permit Vendor to settle or compromise such claim on terms and conditions which, in good faith, it determines are appropriate.

17. Insurance

a. Insurance Provided by Vendor

i. Commercial General Liability Insurance

The Vendor will, during the performance of the Agreement and for three (3) years following acceptance of the three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230), keep in force at least the following minimum limits of commercial general liability insurance:

- Each Occurrence: $1,000,000
- Products/Completed Operations Aggregate: $1,000,000 Personal and Advertising Injury: $1,000,000
- General Aggregate: $2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include EF&R and the City as additional insured entities when required by written contract.

ii. Commercial Automobile Liability Insurance

The Vendor will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

- Each Accident Combined Single Limit: $1,000,000.

iii. Umbrella/Excess Liability Insurance

The Vendor will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

- Aggregate: $3,000,000
- Each Occurrence: $3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the Vendor's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met. Coverage will be provided by a carrier(s) rated A- or better by A.M. Best. All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above-mentioned policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Vendor agrees to furnish EF&R and the City with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as certificate holder.

b. Insurance Provided by Manufacturer

i. Product Liability Insurance

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

- Each Occurrence: $1,000,000
- Products/Completed Operations Aggregate: $1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include EF&R and the City as additional insured when required by written contract between EF&R and the City and a Pierce authorized dealer.

ii. Umbrella/Excess Liability Insurance

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

- Each Occurrence: $25,000,000
- Aggregate: $25,000,000

The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate

of Insurance will provide the following cancellation clause: Should any of the above described polices be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Manufacturer agrees to furnish EF&R and the City with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.

18. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, Vendor, its sub-contractors, or any person acting on behalf of Vendor or its sub-contractor shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

19. Severability

If any term, provision, condition, or other portion of this Agreement, or its application to any person is held to be inoperative, invalid, or void, than the same shall not affect any other term, provision, condition, or any other portion of this Agreement or its application to any person.

20. Cumulation of Remedies

All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

21. Non-Waiver of Breach

No term or provision hereof shall be deemed waived, and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party, or waiver of, the breach of the other whether expressed or implied shall not constitute a continuing waiver of or consent to, nor excuse a different or subsequent breach. The failure of EF&R and the City to enforce one portion of this Agreement shall not constitute a waiver, or excuse the breach, of another portion of this Agreement.

22. Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement and understands and agrees to be bound by its terms.

23. Choice of Law

This Agreement shall be exclusively governed and controlled by the laws of the State of Washington, including, but not limited to, the State's Uniform Commercial Code as contained in

Chapter 62A.2 RCW. To the extent that this Agreement conflicts with the provisions of Chapter 62A.2 RCW, the terms of this Agreement shall control. Jurisdiction and venue for any action relating to this Agreement shall exclusively be in the Superior Court for King County, Washington.

24. Termination

This Agreement may be terminated in whole or in part:

a. By EF&R and/or the City if Vendor fails to deliver three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) within thirty (30) days after the time for delivery specified in this Agreement or after thirty (30) days for a cure of any defect or non-conformity. EF&R and/or the City shall notify Vendor of the termination, the reasons thereof, and the effective date. The City and/or EF&R will receive a full refund.

b. By the mutual written agreement of EF&R and the City and Vendor. The Agreement to terminate shall include the conditions of termination, the effective date, and in the case of termination in part, the portion to be terminated.

c. In the event this Agreement is cancelled or terminated without cause by the Customer before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

i. 10% of the Purchase Price after order is accepted and entered by Company;
ii. 20% of the Purchase Price after completion of approval drawings, and;
iii. 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale. This provision shall not apply to a termination under Sections 24(a) or 24(b).

After the effective date of termination, no charges incurred under this Agreement, or terminated portions thereof, are allowable.

25. Force Majeure

Vendor shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Vendor's control which make Vendor's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor, supplies, or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles

causing cessation, slowdown, or interruption of work.

26. Notice to Proceed

Vendor shall commence all work immediately upon execution of the Agreement and shall provide a performance bond, and a copy of an insurance certificate(s).

27. Sales Tax

EF&R and the City shall be responsible for paying Washington State Sales Tax and motor vehicle tax on the contract amount at a rate that is current when and where the unit is purchased. Sales tax collected by Vendor will be subject to WAC 458-20-145. The sales tax rate is calculated at 8.8% based on the delivery location of Carnation, WA.

28. Ownership and Title

Upon acceptance of three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230) and payment by EF&R and the City pursuant to this Agreement, ownership and title of one (1) Pierce Enforcer Pumper (MC1230) shall pass to the City; and ownership and titles of the three (3) Pierce Enforcer Pumpers (MC1148) shall pass to EF&R.

29. Modification

This Agreement may only be amended or modified by the mutual written agreement of all parties. All amendments or modifications shall be signed by all parties and be attached to this Agreement.

30. Standard of Performance

All work to be performed by Vendor shall be performed in a workman-like manner in accordance with generally accepted professional practices in effect at the time such work is performed.

31. Notices

Any notices to be delivered shall be directed to the attention of the following:

City of Mercer Island:

Matt Mornick, Finance Director
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040

Eastside Fire & Rescue:

Greg Garat, Deputy Chief of Safety and Support Services
Eastside Fire & Rescue
175 Newport Way NW
Issaquah WA 98027

Hughes Fire Equipment:

Matt Chambers, Sales Representative
Hughes Fire Equipment
910 Shelley Street
Springfield, OR 97477

Pierce Manufacturing, Inc.:

Pierce Manufacturing
2600 American Drive
Appleton, WI 54914

32. Entire Agreement

This Agreement constitutes the entire agreement between EF&R and the City and Vendor. With the exception of properly executed written modifications, representations, either written or oral, that do not conform to the “modification" section of this Agreement, shall not be considered part of this Agreement.

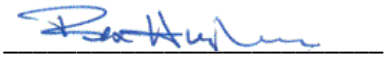
33. Conflict of Terms

The terms of this Agreement, including the Attachments, shall be read together. Unless otherwise specified in this Agreement, in the event that any of the terms of the Agreement including the Attachments conflict with each other, the following shall be the order of precedence:

a. The terms of this Document entitled “Agreement Between the City of Mercer Island, Eastside Fire & Rescue, and Hughes Fire Equipment, Inc. for the Purchase of three (3) Pierce Enforcer Pumpers (MC1148) and one (1) Pierce Enforcer Pumper (MC1230)” shall take precedence over the terms of any other portion of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below. If the dates written below do not coincide, the latest written date shall act as the effective date of this Agreement.

Hughes Fire Equipment, Inc.:



Rex Hughes, President

Date: 11/17/2025

Eastside Fire & Rescue:

_____

Ben Lane, Fire Chief

Date: _____

City of Mercer Island:

_____

Jessi Bon, City Manager

Date: _____

November 14, 2025

City of Mercer Island, WA
One (1) Enforcer Pumper MC1230
Eastside Fire and Rescue, WA
Three (3) Enforcer Pumpers MC1148
Build Location: Appleton, WI

	City of Mercer Island, WA One (1) Enforcer Pumper MC1230		Eastside Fire and Rescue, WA Three (3) Enforcer Pumpers MC1148		Combined Units MC1230 & MC1148	
Proposal Price	$1,274,050.00		$3,822,150.00		$5,096,200.00	
Washington State sales tax at 8.80%		112,116.40		336,349.20		448,465.60
Washington State motor vehicle tax at 0.30%		3,822.15		11,466.45		15,288.60
Total Bid Price Including Sales Tax		*$1,389,988.55*		*$4,169,965.65*		*$5,559,954.20*
Less chassis progress payment discount	(18,805.00)		(56,415.00)		(75,220.00)	
Less payment upon completion @ factory discount	(12,652.00)		(37,952.00)		(50,604.00)	
Less 100% pre-payment discount	(80,842.00)		(242,526.00)		(323,368.00)	
Subtotal including all pre-pay discounts	$1,161,751.00		$3,485,257.00		$4,647,008.00	
Washington State sales tax at 8.80%		102,234.09		306,702.62		408,936.71
Washington State motor vehicle tax at 0.30%		3,485.25		10,455.77		13,941.02
Total Bid Price Including Pre-Pay Discounts & Sales Tax		*$1,267,470.34*		*$3,802,415.39*		*$5,069,885.73*

Terms:

Price Expiration: The above pricing is valid until January 23, 2026.

Future Changes: Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

Component Price Volatility: Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order. Due to the uncertainty of the current Tariff situation, an adjustment to the above quoted price may be required prior to the listed expiration date.

Multiple Unit Pricing: Multiple unit pricing is based on the apparatus being purchased, manufactured and delivered at the same time. If apparatus are not ordered, manufactured and delivered at the same time, revised pricing will be required.

Delivery: As currently configured, the unit qualifies for the Build My Pierce (BMP) program. The BMP program offers expedited delivery. As long as the unit stays within the BMP program, the expected delivery is 30 to 35 months. All changes to the apparatus will be communicated to the customer. If the changes made disqualify the unit for the BMP program, delivery will be extended and a price increase will be required. The current standard delivery time is 50 to 55 months.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. Chassis Progress Payment Discount: The chassis progress payment in the amount of **$2,507,268.00** (units combined) will be due **three (3)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

ii. Payment Upon Completion at Factory Discount: If elected final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

iii. 100% Pre-Payment Discount: If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Change Orders: Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

Consortium Purchase: The proposal is based on the apparatus being purchased through Sourcewell utilizing Contract No. 113021-OKC-1 valid until 2/10/2026. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **$16,227.00** may be deducted from the purchase price. All purchase orders must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**

Transportation: Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **$38,800.00** (units combined) may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trips for **five (5)** customer representatives and **one (1)** inspection trip for **two (2)** customer representatives is included in the above pricing. The inspection trips will be scheduled at a time mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trip. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip **$2,400.00** per traveler (per trip) will be deducted from the final invoice.

Cancellation: Cancellation requests after order submission may be subject to cancellation fees.

Acceptance of Proposal:

a. If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature.

b. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.

i. Purchase orders must be addressed to Hughes Fire Equipment, Inc., 910 Shelley Street, Springfield, Oregon 97477.

ii. Purchase order must reference **"One (1) Enforcer Pumper MC1230 and Three (3) Enforcer Pumpers MC1148 dated 11/14/2025."**

iii. Purchase order must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**

iv. Purchased order should reference, **"Purchased utilizing Sourcewell Contract No. 113021-OKC-1."**

v. Purchase orders must be signed and dated by authorized personnel.

By signing below you agree to purchase the above apparatus.

Customer Signature: _____

Date: _____

PO # (if applicable): _____

Proudly serving you, while you serve your communities since 1987

Master Tax-Exempt Installment Purchase Agreement

Between: Municipal Asset Management, Inc. (the "Seller")
25288 Foothills Drive North
Golden, CO 80401

And: City of Mercer Island (the "Purchaser")
9611 SE 36th St.
Mercer Island, WA 98040
Attention: Matthew Mornick
Telephone: 206-516-9468

Dated: January 9, 2026

ARTICLE I
DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Tax-Exempt Installment Purchase Agreement, including all exhibits and schedules attached hereto.

"Code" is defined in Section 3.01(f).

"Commencement Date" is the date when the term of a Property Schedule and Purchaser's obligation to pay Installment Payments thereunder commences, which date shall be set forth in such Property Schedule.

"Event of Default" is defined in Section 13.01.

"Installment Payments" means the installment payments payable by Purchaser under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Installment Payment Dates" means the Installment Payment dates for the Installment Payments as set forth in each Property Schedule.

"Property" means, collectively, the property purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchaser" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Seller" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"State" means the state where Purchaser is located.

"Term" means, with respect to a Property Schedule, the Term set forth in such Property Schedule.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Seller or Purchaser arranged for the purchase of all or any portion of the Property.

DRAFT

ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default with respect to a Property Schedule, Seller shall have the rights and remedies specified herein with respect to the Property financed and the Installment Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Seller shall have no rights or remedies with respect to Property financed or Installment Payments payable under any other Property Schedules unless an Event of Default has also occurred under such other Property Schedules.

ARTICLE III

3.01 Covenants of Purchaser. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Purchaser shall be deemed to represent, covenant and warrant for the benefit of Seller as follows:

(a) Purchaser is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Purchaser should merge with another entity under the laws of the State, Purchaser agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Purchaser's rights and shall assume Purchaser's obligations hereunder.

(c) Purchaser has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Purchaser of the Property thereunder. On or before the Commencement Date for the Property Schedule, Purchaser shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

(d) During the Term for the Property Schedule, the Property thereunder will perform and will be used by Purchaser only for the purpose of performing essential governmental uses and public functions within the permissible scope of Purchaser's authority.

(e) Purchaser will provide Seller with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Purchaser to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Seller.

(f) Purchaser will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Installment Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Purchaser covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.

(g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Purchaser does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Purchaser is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Purchaser or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Purchaser or to which it is subject.

(h) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior notice to Seller.

ARTICLE IV

4.01 Sale of Property. On the Commencement Date of each Property Schedule executed hereunder, Seller will be deemed to sell, transfer and convey to Purchaser, and Purchaser will be deemed to purchase and accept from Seller, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Term set forth in such Property Schedule.

4.02 Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Installment Payment set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Purchaser shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Purchaser's specifications, Purchaser shall immediately accept the Property and evidence said acceptance by executing and delivering to Seller the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Seller shall have the right at all reasonable times during business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Property.

ARTICLE VI

6.01 Payment of Installment Payments. Purchaser shall promptly pay Installment Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Seller in such amounts and on such dates as described in the applicable Property Schedule, at Seller's address set forth on the first page of this Agreement, unless Seller instructs Purchaser otherwise. Purchaser shall pay Seller a charge on any delinquent Installment Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Seller from such delinquent Installment Payment. In addition, Purchaser shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Installment Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

6.02 Installment Payments to Constitute Binding Contractual Obligation. Seller and Purchaser understand and intend that the obligation of Purchaser to pay Installment Payments under this Agreement and each Property Schedule executed and delivered hereunder shall constitute a binding contractual obligation of Purchaser for the full Term of each such Property Schedule. Purchaser covenants to include all such Installment Payments due under the Property Schedules in its annual budget and to make the necessary annual appropriation for all such Installment Payments. Neither this Agreement nor any Property Schedule shall be subject to termination by Purchaser in the event that Purchaser fails to appropriate any Installment Payments.

6.03 Interest Component. A portion of each Installment Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Installment Payment thereunder during the Term.

6.04 Installment Payments to be Unconditional. THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.05 Defeasance of Installment Payments. Purchaser may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Seller in the Property under said Property Schedule shall terminate. Purchaser shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Installment Payments on said Property Schedule is not adversely affected.

6.06 Gross-Up. If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Installment Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Purchaser shall pay to Seller promptly following demand an amount sufficient to supplement prior Installment Payments on such Property Schedule so that Seller receives the interest component of such Installment Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Seller for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Seller as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Installment Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Seller, or (b) receipt by Seller of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Installment Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Seller, in each case due to any action or failure to take action by Purchaser. "Taxable Rate" means an interest rate calculated to provide Purchaser with an after-tax yield equivalent to the yield provided to Purchaser by the interest rate at which the interest component of Installment Payments on a Property Schedule was originally calculated.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Purchaser and unless otherwise required by the laws of the State, title to the Property shall vest in Purchaser, subject to Seller's interests under the applicable Property Schedule and this Agreement.

7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Seller, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

DRAFT

7.03 Security Interest. To secure the performance of all of Purchaser's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Purchaser grants to Seller, for the benefit of Seller and its successors and assigns, a security interest constituting a first lien on Purchaser's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Purchaser shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Seller, which Seller deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Seller and its successors and assigns. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest.

ARTICLE VIII

8.01 Maintenance of Property by Purchaser. Purchaser shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Purchaser shall have sole responsibility to maintain and repair the Property. Should Purchaser fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Seller, Purchaser will enter into maintenance contracts for the Property in form approved by Seller and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Purchaser shall keep the Property free of all levies, liens and encumbrances, except for the interest of Seller under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Purchaser and, therefore, that the Property will be exempt from all property taxes. The Installment Payments payable by Purchaser under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Purchaser will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Purchaser shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during the then current fiscal year of the Term for such Property.

8.03 Insurance. At its own expense, Purchaser shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Seller in an amount equal to at least the outstanding principal component of Installment Payments, and (b) liability insurance that protects Seller from liability in all events in an amount reasonably acceptable to Seller, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Purchaser may self-insure against all such risks (other than rental interruption). All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Seller as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Seller and Purchaser as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Seller's prior written consent. Purchaser shall furnish to Seller, on or before the Commencement Date for each Property Schedule, and thereafter at Seller's request, certificates evidencing such coverage, or, if Purchaser self-insures, a written description of its self-insurance program together with a certification from Purchaser's risk manager or insurance agent or consultant to the effect that Purchaser's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Purchaser shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Seller may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Seller shall constitute additional rent for the Term for the applicable Property Schedule and shall be due and payable on the next Installment Payment Date and Purchaser covenants and agrees to pay such amounts so advanced by Seller with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Seller and Purchaser will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Purchaser shall have exercised its right to defease the Property Schedule as provided herein, or unless Purchaser shall have exercised its option to prepay the Installment Payments if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Purchaser shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Seller nor shall Purchaser be entitled to any diminution of the amounts payable under Section 6.01, or (b) defease the Property Schedule pursuant to Section 6.05, or (c) exercise its option to prepay the Installment Payments pursuant to the optional prepayment provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Purchaser.

ARTICLE X

10.01 Disclaimer of Warranties. SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER. Purchaser acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Seller. Purchaser understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Seller, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Seller hereby irrevocably assigns to Purchaser all rights that Seller may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Seller, nor shall such matter have any effect whatsoever on the rights and obligations of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that Seller makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

10.03 Use of the Property. Purchaser will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Purchaser shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Purchaser agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Purchaser may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Seller, adversely affect the interest of Seller in and to the Property or its interest or rights under this Agreement. Purchaser shall promptly notify Seller in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

DRAFT

10.04 Modifications. Subject to the provisions of this Section, Purchaser shall have the right, at its own expense, to make alterations, additions, modifications and improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Purchaser shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Purchase. Purchaser shall have the option to purchase Seller's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Installment Payments due thereunder plus payment of One (1) Dollar to Seller. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Purchaser of all other terms, conditions and provisions hereof, Seller shall deliver to Purchaser all such documents and instruments as Purchaser may reasonably require to evidence the transfer, without warranty by or recourse to Seller, of all of Seller's right, title and interest in and to the Property subject to such Property Schedule to Purchaser.

11.02 Option to Prepay. Purchaser shall have the option to prepay in whole the Installment Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Purchaser shall give written notice to Seller of its intent to purchase Seller's interest in the Property at least sixty (60) days prior to the last day of the Installment Term for applicable Property Schedule.

ARTICLE XII

12.01 Assignment by Seller. Seller's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Seller without the necessity of obtaining the consent of Purchaser; provided that any assignment shall not be effective until Purchaser has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Purchaser shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Purchaser agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Seller or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Seller's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Purchaser. NONE OF PURCHASER'S RIGHTS, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, TRANSFERRED, CONVEYED, LEASED OR ENCUMBERED BY PURCHASER FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Purchaser shall indemnify, protect, hold harmless, save and keep harmless Seller from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Purchaser shall not be required to indemnify Seller for Losses arising out of or resulting from Seller's own willful or negligent conduct, or for Losses arising out of or resulting from Seller's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Seller by Purchaser). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

(a) Failure by Purchaser to pay any Installment Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;

(b) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Seller, unless Seller shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Purchaser in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding; or

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Purchaser is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than any obligations on the part of Seller to make any payments hereunder) Purchaser shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Purchaser.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Seller shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) To the extent allowed by Washington law, without terminating the Property Schedule, and by written notice to Purchaser, Seller may declare all Installment Payments and other amounts payable by Purchaser thereunder to the end of the then-current budget year of Purchaser to be due, including without limitation delinquent Installment Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;

(b) To the extent allowed by Washington law, Seller may terminate the Property Schedule, and by written notice to Purchaser, Seller may accelerate the principal component of all outstanding Installment Payments, in which case Purchaser shall pay to Seller a sum sufficient to defease the Property Schedule under Section 6.05, together with interest on such sum from the date of acceleration until so paid at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less, and to pay all other sums due under the Property Schedule;

DRAFT

(c) Seller may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Purchaser, at Purchaser's expense, to promptly return any or all of the Property to the possession of Seller at such place within the United States as Seller shall specify, and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State, continuing to hold Purchaser liable for any deficiency and all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys fees;

(d) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Seller may instruct such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to payment of Purchaser's obligations under the Property Schedule;

(e) Seller may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Seller to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Purchaser.

14.02 Arbitrage Certificates. Unless a separate Arbitrage Certificate is delivered on the Commencement Date, Purchaser shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

(a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Installment Payments.

(b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Purchaser will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.

(c) Purchaser has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Installment Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Installment Payments under the Property Schedule.

(d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Purchaser, either in whole or in major part, prior to the last maturity of the Installment Payments under the Property Schedule.

(e) There are no other obligations of Purchaser which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.

(f) The officer or official who has executed the Property Schedule on Purchaser's behalf is familiar with Purchaser's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Purchaser's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Purchaser set forth herein are reasonable.

14.03 Further Assurances. Purchaser agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Seller, to perfect, confirm, establish, reestablish, continue, or complete the interests of Seller in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

14.05 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.06 Waiver of Jury Trials. Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Seller or Purchaser in the negotiation, administration, performance or enforcement hereof.

14.07 Amendments, Changes and Modifications. This Agreement may be amended in writing by Seller and Purchaser to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.08 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.09 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

14.10 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

14.11 Continuing Disclosure. Seller acknowledges that, in connection with Purchaser's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Purchaser pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Purchaser may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Purchaser shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Seller or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Purchaser acknowledges and agrees that Seller is not responsible in connection with any EMMA Notice relating to this Agreement for Purchaser's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

DRAFT

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Seller: Municipal Asset Management, Inc.
By:
Name:
Title:

Purchaser: City of Mercer Island
By:
Name:
Title:

Attest:
By:
Name:
Title:

Draft

DRAFT

ADDENDUM (WASHINGTON)
Master Tax-Exempt Installment Purchase Agreement

THIS ADDENDUM, which is entered into as of January 9, 2026 between Municipal Asset Management, Inc. ("Seller") and City of Mercer Island ("Purchaser"), is intended to modify and supplement Property Schedule No. 1 (the "Property Schedule") to the Master Tax-Exempt Installment Purchase Agreement between Seller and Purchaser dated as of January 9, 2026 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

In addition to the representations, warranties and covenants of Purchaser set forth in the Master Agreement, Purchaser, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Seller that Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, any debt limitations applicable to Purchaser or the Property Schedule, and without limiting the foregoing:

(i) if Purchaser is a county, city or town, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Section 39.30.010 of the Revised Code of Washington *[attach computation of test]*;

(ii) if Purchaser is a school district, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Section 28A.335.200 or Section 39.36.020 of the Revised Code of Washington *[attach computation of test];*

(iii) if Purchaser is a fire district, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Section 52.12.061 of the Revised Code of Washington *[attach computation of test];*

(iv) if Purchaser is a hospital district, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Section 70.44.260 of the Revised Code of Washington *[attach computation of test]*.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Seller: Municipal Asset Management, Inc.
By:
Name:
Title:

Purchaser: City of Mercer Island
By:
Name:
Title:

Attest:
By
Name:
Title:

DRAFT

Property Schedule No. 1

Master Tax-Exempt Installment Purchase Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), dated as of January 9, 2026, between Municipal Asset Management, Inc., and City of Mercer Island.

1. Entire Agreement; Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Purchaser and Seller with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Purchaser in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.

2. Commencement Date. The Commencement Date for this Property Schedule is January 9, 2026.

3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Purchaser shall not remove such property from the locations set forth therein, with the exception of vehicles, without giving prior written notice to Seller. The Installment Payment Schedule for this Property Schedule is set forth in Exhibit 1. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

4. Opinion. The Opinion of Purchaser's Counsel is attached as Exhibit 2.

5. Purchaser's Certificate. The Purchaser's Certificate is attached as Exhibit 3.

6. Proceeds. Seller shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.

7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.

8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Installment Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.

9. Private Activity Issue. Purchaser understands that among other things, in order to maintain the exclusion of the interest component of Installment Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Purchaser will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Purchaser or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, Installment, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as **"**Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Purchaser. Throughout the Measurement Period, Purchaser will not permit the Non-Qualified Use of the Property to exceed 10%.

10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.

11. Expiration. Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Seller at its place of business by March 2, 2025.

DRAFT

(Page intentionally left blank. Signature page to follow)

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized repres
as of the Commencement Date above.

Seller: Municipal Asset Management, Inc.
By:
Name:
Title:

Purchaser: City of Mercer Island
By:
Name:
Title:

Attest:
By
Name:
Title:

DRAFT

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Tax-Exempt Installment Purchase Agreement between Municipal Asset Management, Inc. and City of Mercer Island.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

PROPERTY LOCATION:

_____
Address

_____
City, State Zip Code

USE: Fire Trucks - This use is essential to the proper, efficient and economic functioning of Purchaser or to the services that Purchaser provides; and Purchaser has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

DRAFT

Installment Payment Schedule

Total Principal Amount: $1,267,470.34

Pmt #	Payment Date	Total Payment	Interest Portion	Principal Portion	Termination Amount (After Making Payment for said Due Date)
1	1-Jun-26	171,565.50	23,797.46	147,768.04	NA
2	1-Jun-27	171,565.50	53,297.83	118,267.67	1,031,477.67
3	1-Jun-28	171,565.50	47,668.29	123,897.21	903,863.54
4	1-Jun-29	171,565.50	41,770.78	129,794.72	770,174.98
5	1-Jun-30	171,565.50	35,592.55	135,972.95	630,122.84
6	1-Jun-31	171,565.50	29,120.24	142,445.26	478,710.98
7	1-Jun-32	171,565.50	22,339.85	149,225.65	326,500.82
8	1-Jun-33	171,565.50	15,236.70	156,328.80	167,045.44
9	1-Jun-34	171,565.50	7,795.46	163,770.04	0.00
TOTALS		1,544,089.50	276,619.16	1,267,470.34	

Interest Rate: 4.76%

Purchaser: City of Mercer Island
By:
Name:
Title:

EXHIBIT A

Property Description

Fire Truck

VIN #’s To Be Determined

DRAFT

EXHIBIT 2

Purchaser's Counsel's Opinion

[To be provided on letterhead of Purchaser's counsel.]

January 9, 2026

Municipal Asset Management, Inc.
25288 Foothills Drive North
Golden, CO 80401

City of Mercer Island
9611 SE 36th St.
Mercer Island, WA 98040
Attention: Matthew Mornick

RE: Property Schedule No. 1 dated as of January 9, 2026 to Master Tax-Exempt Installment Purchase Agreement dated as of January 9, 2026 between Municipal Asset Management, Inc. and City of Mercer Island.

Ladies and Gentlemen:

We have acted as special counsel to City of Mercer Island ("Purchaser"), in connection with the Master Tax-Exempt Installment Purchase Agreement, dated as of January 9, 2026 (the "Master Agreement"), between City of Mercer Island, as Purchaser, and Municipal Asset Management, Inc. as Seller (“Seller”), and the execution of Property Schedule No. 1 (the "Property Schedule") dated as of January 9, 2026, pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Purchaser in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Purchaser is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Purchaser has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Purchaser has been duly authorized by all necessary action on the part of Purchaser.

4. All proceedings of Purchaser and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Purchaser has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Purchaser has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Purchaser of the Master Agreement and the Property Schedule.

DRAFT

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Purchaser and constitute legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Purchaser, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Purchaser to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Seller, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Name: _____

Title: _____

Dated: _____

DRAFT

EXHIBIT 3

Purchaser's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 1** dated as of January 9, 2026 to the Master Tax-Exempt Installment Purchase Agreement dated January 9, 2026 between Municipal Asset Management, Inc. and City of Mercer Island.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Installment Purchase Agreement)
of the City of Mercer Island ("Purchaser") does hereby certify, as of January 9, 2026, as follows:

1. Purchaser did, at a meeting of the governing body of the Purchaser, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Purchaser at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Purchaser relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Purchaser.

5. Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Purchaser to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of January 9, 2026.

City of Mercer Island

By _____
Signature of Person to Execute Installment Purchase Agreement

_____
Print Name and Title of Person to Execute Installment Purchase Agreement

DRAFT

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 1** dated as of January 9, 2026 to the Master Tax-Exempt Installment Purchase Agreement dated as of January 9, 2026 between Municipal Asset Management, Inc. and City of Mercer Island.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the City of Mercer Island ("Purchaser") does hereby certify, as of January 9, 2026, as follows:

As of the date of the meeting(s) of the governing body of the Purchaser at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Purchaser held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

_____ _____

(Signature of Person to Execute Installment Purchase Agreement) (Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of January 9, 2026.

_____

Secretary/Clerk

Print Name
and Title: _____

DRAFT

EXHIBIT 4

Payment of Proceeds Instructions

Municipal Asset Management, Inc.
25288 Foothills Drive North
Golden, CO 80401

Re: Property Schedule No. 1 (the "Property Schedule") to Master Tax-Exempt Installment Purchase Agreement between Municipal Asset Management, Inc. ("Seller") and City of Mercer Island ("Purchaser").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Purchaser hereby requests and authorizes Seller to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By Check: _____ By Wire Transfer: _____

If by check, Payee's Address: _____

_____

_____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No: _____

ABA No.: _____

Purchaser: City of Mercer Island
By:
Name:
Title:

DRAFT

EXHIBIT 5

Acceptance Certificate

Municipal Asset Management, Inc.
25288 Foothills Drive North
Golden, CO 80401

Re: **Property Schedule No. 1** to Master Tax-Exempt Installment Purchase Agreement between Municipal Asset Management, Inc. and City of Mercer Island

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), the undersigned ("Purchaser") hereby certifies and represents to, and agrees with, Municipal Asset Management, Inc. ("Seller"), as follows:

(1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.

(2) Purchaser has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Purchaser: City of Mercer Island
By:
Name:
Title:

DRAFT

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

Municipal Asset Management, Inc.
25288 Foothills Drive North
Golden, CO 80401

Re: **Property Schedule No. 1** to Master Tax-Exempt Installment Purchase Agreement between Municipal Asset Management, Inc. and City of Mercer Island

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

_____ Purchaser hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Purchaser reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Purchaser) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding $10,000,000.

or

_____Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Purchaser is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Purchaser shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Purchaser: City of Mercer Island
By:
Name:
Title:

***Please be sure to select ONE option above.**

DRAFT

Notification of Tax Treatment to Master Tax-Exempt Installment Purchase Agree

This **Notification of Tax Treatment** is pursuant to Property Schedule No. 1 to the Master Tax-Exempt Installment Purchase Agreement dated as of January 9, 2026 and the related Property Schedule, between Seller and Purchaser (the "Agreement").

_____ Purchaser agrees that this Property Schedule SHOULD be subject to sales/use taxes

_____ Purchaser agrees that this Property Schedule should NOT be subject to sales/use taxes and Purchaser has included our tax-exemption certificate with this document package

_____ Purchaser agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State

_____ Purchaser agrees that this Property Schedule is a taxable transaction and subject to any/all taxes

_____ Purchaser agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Purchaser has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Purchaser: City of Mercer Island
By:
Name:
Title:

DRAFT

INSURANCE AUTHORIZATION AND VERIFICATION

Date: January 9, 2026 **Property Schedule No. 1**

To: City of Mercer Island (the "Purchaser")

From: Municipal Asset Management, Inc. (the "Seller")
25288 Foothills Drive North
Golden, CO 80401

TO THE PURCHASER: In connection with the above-referenced Property Schedule, Seller requires proof in the form of this document, executed by both Purchaser* and Purchaser's agent, that Purchaser's insurable interest in the financed property (the "Property") meets Seller's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Seller, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Seller. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification.

Purchaser must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than $1,000,000.00 (one million dollars).

Purchaser must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' $1,267,470.34, with deductibles no more than $25,000.00.

**Purchaser: Please execute this form and return with your document package.* Please fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Purchaser's agency may submit insurance certificates demonstrating compliance with all requirements.

By signing, Purchaser authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

Purchaser: City of Mercer Island
By:
Name:
Title:

TO THE AGENT: ***In lieu of providing a certificate, please execute this form in the space below and promptly send a PDF scan to Seller at: jtiemeyer@mamgt.com - This fully endorsed form shall serve as proof that Purchaser's insurance meets the above requirements.***

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name Of Agency: **X**_____

By: **X**_____
(Agent's Signature)

Print Name: **X**_____ Date: **X**_____

Insurable Value: $1,267,470.34

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO. 1

DRAFT

Form **8038-G** (Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name	**2** **Issuer's employer identification number (EIN)**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	**3b** Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) / Room/suite	**5** Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code	**7** Date of issue
8 Name of issue	**9** CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information	**10b** Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	**11**	
12	Health and hospital	**12**	
13	Transportation	**13**	
14	Public safety	**14**	
15	Environment (including sewage bonds)	**15**	
16	Housing	**16**	
17	Utilities	**17**	
18	Other. Describe ▶	**18**	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	**(b)** Issue price	**(c)** Stated redemption price at maturity	**(d)** Weighted average maturity	**(e)** Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		**22**	
23	Issue price of entire issue (enter amount from line 21, column (b))		**23**	
24	Proceeds used for bond issuance costs (including underwriters' discount)	**24**		
25	Proceeds used for credit enhancement	**25**		
26	Proceeds allocated to reasonably required reserve or replacement fund	**26**		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	**27**		
28	Proceeds used to refund prior taxable bonds. Complete Part V	**28**		
29	Total (add lines 24 through 28)		**29**	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		**30**	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

DRAFT

Form 8038-G (Rev. 10-2021)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▶ _____

d Enter the name of the issuer of the master pool bond ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box . . . . . ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement . . . . . ▶ _____

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date ▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Form **8038-G** (Rev. 10-2021)

DRAFT

AB 6819

Ordinance No. 25-34

Fire Apparatus Acquisition & Financing

November 18, 2025



Agenda

1. Background
2. Enforcer Pumper
3. Joint Purchase Agreement
4. Lease Purchase Agreement
5. Budgetary Impacts

Background

- Since January 2024, Eastside Fire & Rescue provides fire and emergency medical services on Mercer Island.
  - Per the ILA, City owns its fleet. EF&R maintains and operates the fleet.
- In February 2025, Council approved Ordinance No. 25-04 authorizing the purchase and financing of two fire engines.
  - City unable to agree to manufacturer's open-ended price increases.
  - City Manager placed the purchase on hold.

Background

- EF&R and the City regrouped in September 2025.
- New specifications completed in November 2025 for a new type 1 apparatus to replace one of the City's reserves.
  - The City's planned purchase of a type 2 apparatus is on hold until it is made available by the manufacturer.
- EF&R Recommendation:
  - Pierce Enforcer Pumper (semi-custom).
  - Less expensive and faster delivery than fully custom.
  - Model and build meet industry standards, consistent with EF&R's fleet.

Fire Apparatus Replacement

Freightliner Pumper
Type-2 Fire Engine



- Smaller, more fuel efficient compared to type-1 engines.
- Shorter wheelbase required to navigate narrow driveways, particularly hillside properties.
- Less common apparatus, requires a fully customized build.
- Engine component still under design, anticipated to be finalized in 2026.
- **Not part of current joint purchase.**

Fire Apparatus Replacement

Enforcer Pumper
Type-1 Fire Engine



- Carries 3-4 firefighters.
- Supports structural firefighting & initial EMS response.
- Contains pump with a 750-gallon tank and 1,500 gallons/min minimum water transfer.
- New apparatus will replace the current primary engine at Fire Station 92. Current primary engine to become reserve engine.
- **Price:** $1,267,470
- **Delivery Timeline:** 31-36 months

Acquisition

- The City proposed a joint purchase agreement to purchase four Enforcer Pumpers (one for City and three for EF&R).
- New starting point. Equitably shares risk of price increases.
  - Scaled escalator tied to Producer Price Index mitigates inflation/ tariffs risk between the City and manufacturer.
  - Price changes tied to major third-party-built components capped at 10% of purchase price.
  - City retains right to review and approve price increases.

Financing

- Staff requested bids from investors specializing in Fire Apparatus financing.
- Lease purchase agreement is an installment contract with ownership accruing over time.
- Municipal Asset Management, Inc. proposed the most favorable terms.

Final Terms	Amount
Principal	$1,267,470
Interest Rate	4.76%
Term (years)	9
Annual Debt Service	$171,566

- After the final lease payment, ownership transfers to the City to be maintained and operated by EF&R.

Budgetary Impacts

- The Equipment Rental Fund will pay the debt service.
- Staff return to Council during the 2027-2028 biennial budget process with updated funding strategies related to the City's fleet to ensure resources keep pace with equipment replacement forecasts.

Ordinance No. 25-34

- Authorizes the purchase of one Pierce Enforcer Pumper and authorizes a joint purchase agreement between the City, EF&R, and Hughes Fire Equipment, Inc.; and

- Authorizes a Master Tax-Exempt Installment Purchase Agreement with Municipal Asset Management, Inc. to finance the City's apparatus.

Recommended Action

1. Suspend City Council Rules of Procedure Section 6.2 requiring a second reading of an ordinance.

2. Adopt Ordinance No. 25-34 authorizing the purchase of one Pierce Enforcer Pumper and authorizing a joint purchase agreement between the City, EF&R, and Hughes Fire Equipment, Inc. and a Master Tax Exempt Installment Purchase Agreement with Municipal Asset Management, Inc. to finance the City's apparatus, substantially in the form of the drafts attached as Exhibits A and B to Ordinance No. 25-34.

Questions



BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6817
November 18, 2025
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6817: Adoption of 2026 Legislative Priorities	☐ Discussion Only ☒ Action Needed: ☒ Motion ☐ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Adopt the City of Mercer Island 2026 State Legislative Priorities, substantially in the form attached as Exhibit 1 to AB 6817.	

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager Robbie Cunningham Adams, Sr. Management Analyst
COUNCIL LIAISON:	n/a
EXHIBITS:	1. 2026 State Legislative Priorities 2. City of Mercer Island 2025 State Legislative Priorities 3. 2026 Association of Washington Cities Legislative Priorities 4. 2026 ARCH Legislative Priorities
CITY COUNCIL PRIORITY:	4. Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community.

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is for the City Council to adopt the City's 2026 State Legislative Priorities (Exhibit 1).

- The 2026 regular session begins on Monday, January 12, 2026. It is a short session, lasting up to 60 days, with an expected end date of Thursday, March 12, 2026.
- The proposed 2026 Legislative Priorities (Exhibit 1) are presented in text format only. Upon receiving City Council approval, staff will proceed with final design and layout of the document, similar to the look and feel of the 2025 Legislative Priorities (Exhibit 2).
- The approved legislative priorities will be shared with the City's legislative delegation and used by City Council leadership and staff when engaging with the state legislative session.

BACKGROUND

Each year the City develops legislative priorities to guide advocacy and support for issues important to the Mercer Island community. Attached for reference are the City of Mercer Island's 2025 State Legislative

Priorities (Exhibit 2), the Association of Washington Cities' (AWC's) City Legislative Priorities for 2026 (Exhibit 3), and the A Regional Coalition for Housing 2026 Legislative Priorities (Exhibit 4).

2025 Legislative Session

The 2025 State Legislative Session continued a recent trend of an intense volume of bills introduced and considered, especially on issues of housing and land use. City staff and City Council leadership dedicated a significant amount of time to tracking bills, connecting with representatives and elected officials in neighboring communities, and advocating for legislation that aligns with Mercer Island's priorities.

The City Council received a mid-session update on the 2025 Legislative Session at the March 18, 2025 City Council meeting (AB 6635) and a final recap of the 2025 Legislative Session's impact on the CPD work plan at the May 20, 2025 City Council meeting (AB 6688).

The adopted state capital budget included $1.2 million for the new Mercer Island Water Supply Pipeline Project. This funding will be applied to project construction costs and will reduce the financial impact to the City's water utility customers. The City Council approved letters thanking members of the 41st legislative district, Senator Wellman, Representative Zahn, and Representative Thai, for supporting this funding request (AB 6739).

ISSUE/DISCUSSION

For the 2026 State Legislative Session, the City Council and City staff will work directly with state legislators using the priorities approved by City Council to advocate for Mercer Island priorities. Establishing priorities allows the City to engage in issues with legislators directly, quickly, and efficiently.

2026 Legislative Session

The City's draft 2026 State Legislative Priorities are included as Exhibit 1 and the proposed priorities are categorized as follows:

- Support for Safe Use of E-Bikes and E-Motorcycles/E-Dirt Bikes
- Support for Public Safety
- Increase Resources for Behavioral Health and Substance Use Disorder Treatment and Prevention
- Support for Affordable Housing
- Balanced and Collaborative Approach to Wastewater Management
- Preserving and Protecting the Environment

The 2026 legislative session will be a "short session," meaning a 60-day session rather than the "long" 105-day session that occurs in odd years. Short sessions do not include the adoption of a bi-annual budget, have a faster pace, focus on a smaller number of bills and mid-budget adjustments. While the exact dates of the session are not finalized, staff anticipate the session lasting from January 12, 2026 to March 12, 2026.

NEXT STEPS

Upon approval of the text version of the 2026 Legislative Priorities (Exhibit 1), staff will proceed with final design and layout of the document, similar to the look and feel of the 2025 Legislative Priorities (see Exhibit 2).

The 2026 State Legislative Priorities will be published on the City's website, shared with the community and the City's legislative delegation, and used by City Council and staff during the state legislative session to guide the City's advocacy work. The Legislative Priorities will also be sent to the Association of Washington Cities, the Sound Cities Association, ARCH, the Governor's Office, and other entities and associations.

RECOMMENDED ACTION

Adopt the City of Mercer Island 2026 State Legislative Priorities, substantially in the form attached as Exhibit 1 to AB 6817.

[DRAFT] City of Mercer Island 2026 State Legislative Priorities

Support for Safe Use of E-Bikes and E-Motorcycles/E-Dirt Bikes

The City supports the use of regulatory and law enforcement strategies to promote the safe and appropriate use of e-bikes and e-motorcycles/e-dirt bikes.

- Support for expanded State regulations to address the rising popularity of e-bikes and e-motorcycles/e-dirt bikes among youth to ensure safe use while promoting sustainable transportation
- Add a definition for e-motorcycles/e-dirt bikes in state code. As e-motorcycles/e-dirt bikes are distinct from both e-bikes and traditional electric motorcycles, a clarifying statewide definition will ensure these emerging technologies are correctly classified and uniformly regulated to ensure public safety and responsible use.

Support for Public Safety

The City supports law enforcement strategies that protect our community and businesses. Priorities include:

- Create state funding for cities to adopt public safety technologies such as body worn cameras, automatic license plate readers, and evidence processing software systems.
- Increase state support and funding for indigent defense services to meet existing needs as well as the new lower caseload mandates ordered by the Washington Supreme Court. Enhance state support for increasing the indigent defense workforce with incentives and programs to encourage more public defenders.
- Review new funding tools created in HB 2015 to ensure that they are effective and accessible for communities of all sizes.

Increase Resources for Behavioral Health and Substance Use Disorder Treatment and Prevention

The City is a direct provider of mental health counseling services through school-based and community programs while also relying on regional public health infrastructure for specialized care and crisis response. Priorities include:

- Increased prevention and intervention resources targeting Fentanyl and other substances.
- Funding to expand community- and school-based mental health services for youth.
- Support continued and expanded operational grant funding, as well as dedicated ongoing operational funding for co-response, municipal therapeutic courts, community courts, and diversion programs.

Support for Affordable Housing

The City champions a proactive stance, using innovative tools and incentives to enhance housing supply and affordability. Priorities include:

- Growing State investment in affordable housing. Cities need new tools and incentives to meet the needs for affordable housing construction, operations, and preservation.
- Increase State investments and low-interest loans to strengthen local infrastructure such as sewer and water systems, which is essential for expanding affordable housing opportunities.
- Support continued partnership and investment with ARCH to build affordable housing throughout East King County. The City opposes unilateral state measures that would undermine this proven, coordinated local effort to increase access to safe shelter and

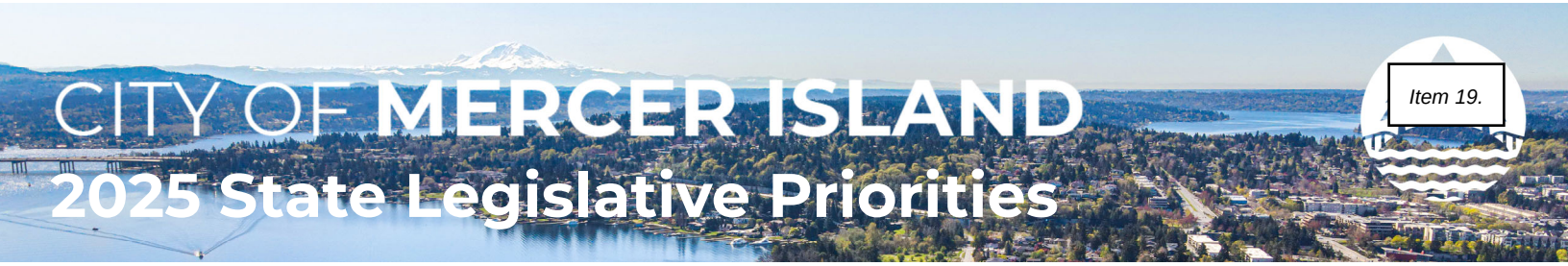
housing across Washington communities.
Cities need additional time from the state to implement recently adopted housing legislation before new requirements are added.

Balanced and Collaborative Approach to Wastewater Management

The City shares the state's commitment to protecting the health of Puget Sound but has serious concerns with the Department of Ecology's current approach to nutrient regulation for municipal wastewater treatment plants. The proposed regulatory path would require costly facility upgrades, estimated in the billions statewide, and lead to significant increases in utility rates for Mercer Island residents. The City supports AWC's budget request to fund a collaborative, science-based process that engages all affected parties in developing a solution that safeguards Puget Sound while remaining financially sustainable for ratepayers.

Preserving and Protecting the Environment

The City encourages solar power usage, equipment and fleet vehicle electrification and other legislation, partnerships, and funding that incentivizes and supports the City's adopted Climate Action Plan.



Capital Funding for Emergency Replacement of City's Sole Water Source

The City of Mercer Island relies on Seattle Public Utilities for its water supply and recently declared an emergency due to a leak in the main water supply pipeline. The City is seeking $3 million in emergency state funding to cover 15% of the cost to undergo emergency replacement of the damaged water supply pipeline, relocate the pipeline to a safer location, and upgrade it with earthquake-resistant materials. This will ensure the City is able to reliably provide safe drinking water and sufficient water pressure for fire response.

Support for Public Safety

The City supports law enforcement strategies that protect our community and businesses. Priorities include:

- Increasing capacity at regional law enforcement academies. Limited academy spots are delaying police hires, leaving recruits waiting months to begin work while on full pay and benefits.
- Supporting cites in hiring new officers by fully covering the $5,000 Basic Law Enforcement Academy cost per officer and providing ongoing funding for public safety technologies like body worn cameras.
- Additional State resources and policy support to reduce auto and organized retail thefts.
- Support for expanded State regulations to address the growing use of e-scooters and e-bikes to ensure safe use while promoting sustainable transportation. Recent research indicates a significant rise in e-bike head injuries nationwide over the past five years, which indicates a need for stronger safety regulations.
- Amend the Public Records Act to exempt Automatic License Plate Reader (ALPR) security footage from disclosure. This change will improve government service efficiency, safeguard privacy, and maintain the effectiveness of law enforcement tools for public safety.
- As a regional marine patrol provider, Mercer Island supports increased funding for on-water safety programs, enhanced training for marine patrol providers, and public awareness initiatives to strengthen law enforcement and promote water safety.

Increase Resources for Behavioral Health & Substance Use Disorder Treatment and Prevention

The City is a direct provider of behavioral health services through community- and school-based programs while also relying on regional public health infrastructure for specialized care and crisis response. Priorities include:

- Increasing prevention and intervention resources targeting opiates and other substances of abuse, specifically those disproportionately impacting youth and young adults.
- Funding to expand low-barrier community- and school-based behavioral health services for youth.
- Opportunities to integrate behavioral health and first responders for enhanced crisis response.
- Increased resources for senior/geriatric behavioral health and support for basic needs.
- Support local governments' ability to deliver integrated behavioral health services through public-private partnerships, enabling outreach teams and crisis responders to effectively assist individuals in need.

CITY OF MERCER ISLAND
2025 State Legislative Priorities

Support for Affordable Housing

The City champions a proactive stance on housing, using innovative tools and incentives to enhance housing supply and affordability. Priorities include:

- Transit-oriented development that prioritizes housing and infrastructure investments near major transit infrastructure and walkable jobs. Any bill should include affordability requirements, align with the City's housing targets under ESSHB 1220 (2021), and appropriately clarify any conflicts with other state housing regulations. This approach maximizes regional transportation investments to enhance mobility, expand affordable housing, and safeguard the environment.
- Complete Communities that support walkability, public safety, livability, and access to resources in tandem with affordable housing. Acknowledgement that cities are the best suited to implement these values in the unique context of their community.
- State investments and low-interest loans to strengthen local infrastructure such as sewer and water systems, which are essential for expanding affordable housing opportunities.
- Support continued partnership and investment in regional homelessness response through expansion of affordable and supportive housing capacity under ESSHB 1220, active participation in King County's Crisis Care Centers Levy implementation, and ongoing collaboration with ARCH. The City opposes unilateral state measures that would undermine these proven, coordinated local efforts to increase access to safe shelter and housing across Washington communities

Preserving and Protecting the Environment

The City supports legislation, partnerships, and funding opportunities that advance the implementation of the City's adopted Climate Action Plan. This includes initiatives for clean energy, emissions reduction, electrification of public assets, and innovative practices that promote resilience and protect natural resources.

Sustainable Funding Preservation and Maintenance of Critical Transportation Infrastructure

The City advocates for fully funding and prioritizing maintenance of critical state transportation infrastructure, including the six miles of I-90 crossing Mercer Island, one of the state's most expensive and complex assets. Maintaining and keeping these interstates operational is essential for safety, reliability, and commerce.

2026 City Legislative Priorities

Cities and towns are home to 66% of Washington's residents, drive the state's economy, and provide the most accessible form of government. The success of our cities and towns depends on adequate resources and community-based decision-making to best meet the unique needs of our communities.

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

Indigent defense

Increase state support and funding for indigent defense services to meet existing needs as well as the new lower caseload mandates ordered by the Washington Supreme Court. Enhance state support for increasing the indigent defense workforce with incentives and programs to encourage more public defenders.

Transportation

Increase sustainable revenue that supports local transportation preservation, maintenance, and operations and includes direct distributions to cities and towns. Continue to support efforts to improve traffic safety. Explore revenue tools such as a highway usage fee, a retail delivery fee, expanded transportation benefit district (TBD) authority, or a "sidewalk utility."

Housing supply

Provide time to implement recent state housing legislation. Increase housing investments to meet needs across the housing continuum, including construction and preservation of affordable housing, home ownership, and senior housing. Support tools to better coordinate urban growth area (UGA) development and funding options such as a local option real estate excise tax, short-term rental tax, and expanded use of lodging taxes for housing.

Shared revenues

Continue the historical revenue-sharing partnership between the state and its cities and towns, which provides stability and continuity for local budgets. Preservation of these resources, such as liquor revenues and criminal justice assistance funds, are indispensable to local fiscal sustainability and predictability.

Contact:
Candice Bock
Government Relations Director
candiceb@awcnet.org

Copyright © 2025 by Association of Washington Cities, Inc. All rights reserved. | 09/23/25

ARCH

A Regional Coalition for Housing

2026 Legislative Priorities

ARCH members are currently planning for over 80,000 additional affordable homes by 2044. To meet this need, ARCH is focused on funding and policy solutions that will help build more affordable housing faster.

1 ARCH Priority 1: Increase funding for affordable housing at the state and local levels

1A: Provide local revenue options to support affordable housing (such as a graduated local Real Estate Excise Tax)

1B: Encourage state investments and provide funding incentives for local jurisdictions to promote affordable housing (such as expanding the HB 1406 state sales tax credit)

2 ARCH Priority 2: Continue to reduce barriers and support local efforts to build more affordable housing faster

2A: Establish development and tax incentives to support affordable rental and ownership housing on properties owned by religious organizations

2B: Support other policies that expand access to land for a range of affordable housing types (such as surplus property policies)

General Policy Positions

- **ARCH supports policies and continued state assistance that ensure strong local affordable housing projects, plans, and programs (such as the Multifamily Tax Exemption and inclusionary policies).**
- **ARCH recognizes the importance of maintaining the existing stock of affordable housing in East King County and protecting prior investments**

Beaux Arts Village • Bellevue • Bothell • Clyde Hill • Hunts Point • Issaquah • Kenmore • King County • Kirkland • Medina • Mercer Island • Newcastle • Redmond • Sammamish • Woodinville • Yarrow Point

ARCH is a partnership of local jurisdictions working to preserve and increase housing for low- and moderate income households in East King County.

AB 6817: 2026 State Legislative Priorities Adoption

November 18, 2025



2026 Session Logistics

- The 2026 legislative session will be a “short session,” meaning a 60-day session rather than the “long” 105-day session that occurs in odd years.
- Short sessions do not include the adoption of a bi-annual budget, have a faster pace, focus on a smaller number of bills and mid-budget adjustments.
- While the exact dates of the session are not finalized, staff anticipate the session lasting from January 12, 2026 to March 12, 2026.

2026 Legislative Priorities

- The purpose of Council-approved legislative priorities is to allow the City to engage on issues with legislators directly, quickly, and efficiently.
- Provides high level goals of Mercer Island that allow staff and Council to widely engage with specific language of draft legislation.

2026 Legislative Priorities

The City's draft 2026 State Legislative Priorities are included as Exhibit 1 and the proposed priorities are categorized as follows:

- Support for Safe Use of E-Bikes and E-Motorcycles/E-Dirt Bikes
- Support for Public Safety
- Increase Resources for Behavioral Health and Substance Use Disorder Treatment and Prevention
- Support for Affordable Housing
- Balanced and Collaborative Approach to Wastewater Management
- Preserving and Protecting the Environment

Support for Safe Use of E-Bikes and E-Motorcycles/E-Dirt Bikes

- Add a definition for e-motorcycles/e-dirt bikes in state code.
- City staff and AWC already in discussion with key stakeholders and legislators on running a bill this session. There is strong momentum for this thanks to City leadership on this issue.
- Support for expanded State regulations to address the rising popularity of e-bikes and e-motorcycles/e-dirt bikes among youth to ensure safe use while promoting sustainable transportation

Support for Public Safety

- Create state funding for cities to adopt public safety technologies such as body worn cameras, automatic license plate readers, and evidence processing software systems.
- Increase state support and funding for indigent defense service/public defenders. Response to recent Washington State Supreme Court ruling.
- Review new funding tools created in HB 2015 to ensure that they are effective and accessible for communities of all sizes.

Increase Resources for Behavioral Health and Substance Use Disorder Treatment and Prevention

- Increasing prevention and intervention resources targeting opiates and other substances of abuse.
- Funding to expand community- and school-based mental health services for youth.
- Support continued and expanded operational grant funding, as well as dedicated ongoing operational funding for co-response, municipal therapeutic courts, community courts, and diversion programs.

Support for Affordable Housing

- Cities need new tools and incentives to meet the needs for affordable housing construction, operations, and preservation.
- Increase State investments and low-interest loans to strengthen local infrastructure such as sewer and water systems, which is essential for expanding affordable housing opportunities.
- Support continued partnership and investment with ARCH to build affordable housing throughout East King County. Oppose unilateral state measures that undermine local efforts to increase access to shelter and housing.
- Additional time from the state to implement recently adopted housing legislation before new requirements are added.

Balanced and Collaborative Approach to Wastewater Management

- Joining AWC in requesting the state balance affordability of utility rates with obligations to environmental stewardship in response to proposed Department of Ecology nutrient regulations on municipal wastewater systems.
- Related to the AWC letter City Council approved the Mayor signing on to at the last Council meeting (AB 6804).

Preserving and Protecting the Environment

- State policy and funding support to implement the City's adopted Climate Action Plan.
- Goals of the Climate Action Plan give City's legislative team and Council broad ability to engage with detailed and often complex bill language on climate and sustainability.

Preserving and Protecting the Environment

- Staff realized there was an error made in the Agenda Bill in the text of this section. Text was copied from an earlier version of this section from the 2025 legislative priorities that was later modified by Council.
- Staff recommends a motion to return to the final language used in the 2025 Legislative Priorities:

The City supports legislation, partnerships, and funding opportunities that advance the implementation of the City's adopted Climate Action Plan. This includes initiatives for clean energy, emissions reduction, electrification of public assets, and innovative practices that promote resilience and protect natural resources.

Partner Legislative Priorities

The City collaborates with other organizations when developing legislative asks. Staff included for reference the legislative priorities from the following partner agencies in the agenda material:

- Association of Washington Cities (AWC)
- A Regional Coalition for Housing (ARCH)



Next Steps

- After Council review and approval of text version of the priorities, staff will proceed with final design and layout of the document, similar to the look and feel of the 2025 Legislative Priorities (see Exhibit 2).
- The 2026 State Legislative Priorities will be published on the City's website, shared with the community, and distributed to the City's legislative delegation and other partners.

Recommended Motion

- Adopt the City of Mercer Island 2026 State Legislative Priorities, substantially in the form attached as Exhibit 1 to AB 6817

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6818
November 18, 2025
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6818: Code Amendments to Chapter 10.22 MICC Impounding (Ordinance No. 25C-32)	☐ Discussion Only ☒ Action Needed: ☒ Motion ☐ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Schedule Ordinance No. 25C-32 for second reading and adoption.	

DEPARTMENT:	Police
STAFF:	Michelle Bennett, Interim Police Chief Mike Seifert, Police Commander Amelia Tjaden, Management Analyst
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 25C-32
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to conduct a first reading of Ordinance No. 25C-32 (Exhibit 1), amending MICC Chapter 10.22 Impounding.

- On September 19, 2025, the Mercer Island City Council adopted Ordinance No. 25C-24 regarding regulations for electric motorcycles (e-motorcycles) (AB 6772). Ordinance No. 25C-24 gives the Mercer Island Police Department the authority to impound e-motorcycles.
- MICC Chapter 10.22 establishes the procedural and financial framework for managing and recovering vehicles impounded by the Mercer Island Police Department. It was last amended in 1978 and requires updates to be consistent with state law and recent changes resulting from Ordinance No. 25C-24.
- Ordinance No. 25C-32 (Exhibit 1) amends MICC Chapter 10.22 to make it consistent with state law and establishes an administrative fee for impounds.

BACKGROUND

Chapter 46.55 of the Revised Code of Washington (RCW) authorizes law enforcement, regional transit authority representatives, or public officials, with jurisdiction to impound vehicles under circumstances set out in state law. Under RCW 46.55.240, a city may, by ordinance, authorize other impound situations that

may arise locally upon the public right-of-way or other publicly owned or controlled property. Additionally, many cities in King County, including Burien, Federal Way, SeaTac, and Seattle have established administrative fees for impounds in their city code. The average administrative fee for impounds is $100.

MICC Chapter 10.22 establishes the procedural and financial framework for managing and recovering vehicles that have been impounded by the Mercer Island Police Department. This chapter was last amended in 1978 and requires substantial modernization to be consistent with state law and recent changes to the MICC.

On September 19, 2025, the Mercer Island City Council adopted Ordinance No. 25C-24 regarding regulations for electric motorcycles (e-motorcycles) (AB 6772). Ordinance No. 25C-24 classifies e-motorcycles, e-dirt bikes, and e-bikes that have been modified to no longer meet definition of an electric-assisted bicycle in RCW 46.04.169 as "electric motorcycles," and makes these vehicles subject to the regulations and requirements for operating a motorcycle on a public road or right-of-way. Additionally, the ordinance gives the Mercer Island Police Department the authority to impound e-motorcycles. This ordinance will go into effect on January 1, 2026.

ISSUE/DISCUSSION

Impound Procedures

Vehicles are impounded for various reasons, such as driving with a suspended license or driving under the influence. Vehicles may also be impounded for parking issues, like overstaying the 72-hour time limit or parking in a no-parking zone. In 2024, MIPD impounded approximately 150 vehicles.

When a law enforcement officer determines that an impound is needed, the officer requests through dispatch that the next tow company in rotation is called to retrieve the vehicle. It is common practice for cities to use a rotational tow list system for vehicle impoundment, rather than an exclusive contract with a single company. Once a tow company is contacted, the officer will document the impoundment and provide the owner with information for retrieval.

Owners of impounded vehicles can request an impoundment hearing with the hearing examiner. The hearing provides an opportunity for an owner to contest the validity of the impoundment or the amount of the towing and/or storage charges.

Ordinance No. 25C-32

Ordinance No. 25C-32 (Exhibit 1) amends MICC Chapter 10.22 to make it consistent with state law and the City Code revisions resulting from Ordinance No. 25C-24 regarding regulations and impoundment for electric motorcycles.

In addition to modernizing the code, Exhibit 1 also establishes an administrative fee for all impounds. This fee will be established in the Fee Schedule and subject to annual review. The administrative fee is not punitive in nature; the City cannot generate a profit from charging this fee. The fee recovers costs of staff time associated with an impound, including dispatch to the call, citing the vehicle, and waiting for the tow company to arrive. In 2026, the impound fee will be $100, which is roughly the average for one hour of an officer's time. The administrative fee will be adjusted each year by the first half Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for Seattle-Tacoma-Bellevue.

If adopted, the ordinance will go into effect on January 1, 2026. Upon adoption, impound procedures will change only slightly. An officer will request through dispatch for a tow company to impound the vehicle, notify the owner, and document the impoundment. Leveraging existing technology, the City will use an online portal to collect the administrative fee. Upon payment, the owner of the vehicle will receive a receipt that they will then present to the tow company to retrieve their vehicle. An owner of an impounded vehicle will not be able to retrieve their vehicle without proof of payment for the City administrative fee.

E-Motorcycle Impound

Under Exhibit 1, e-motorcycles will be treated as any other vehicle. When an operator of an e-motorcycle is stopped and it is determined the vehicle has been operated unlawfully, a tow company will be called to impound the e-motorcycle. The operator or owner will be subject to the City administrative fee. It will then be the owner's responsibility to demonstrate proof of payment of the City administrative fee and proof of ownership to the tow company to retrieve the vehicle.

NEXT STEPS

Second reading and adoption is planned for December 2. Ordinance No. 25C-32 will become effective on January 1, 2026.

RECOMMENDED ACTION

Schedule Ordinance No. 25C-32 for second reading and adoption.

CITY OF MERCER ISLAND
ORDINANCE NO. 25C-32

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, AMENDING CHAPTER 10.22 OF THE MERCER ISLAND CITY CODE RELATED TO IMPOUNDING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 46.55 of the Revised Code of Washington ("RCW") authorizes law enforcement, authorized regional transit authority representatives, or public officials with jurisdiction to impound vehicles under circumstances set out in state law; and

WHEREAS, RCW 46.55.240 authorizes cities, by ordinance, to authorize other impound circumstances that may arise locally upon the public right-of-way or other publicly owned or controlled property; and

WHEREAS, Chapter 10.22 of the Mercer Island City Code ("MICC") was last amended in 1978 and requires substantial modernization to be consistent with state law and changes to the MICC.

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

Section 1. **Amended.** Chapter 10.22 MICC, Impounding, shall be amended as set forth in Exhibit A of this ordinance.

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

Section 3. **Effective date.** This ordinance shall take effect and be in force on January 1, 2026, provided five days have passed since the date of publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON THE 2ND DAY OF DECEMBER 2025.

CITY OF MERCER ISLAND

_____
Salim Nice, Mayor

Approved as to Form:

_____
Bio Park, City Attorney

ATTEST:

_____
Andrea Larson, City Clerk

Date of Publication: _____

EXHIBIT A

Chapter 10.22 IMPOUNDING

10.22.005 Purpose and authority.

All impoundments authorized by the City shall be conducted in accordance with state law, as prescribed by Chapter 46.55 RCW, which is hereby adopted by reference and incorporated into this chapter. Other than impounds authorized under RCW 46.55.113(2)(e) which may include a mandatory period of impoundment, an officer's decision to have a vehicle towed and impounded under Ch. 46.55 RCW is discretionary, considering reasonable alternatives, and remedial in order to preserve the public health, safety, and welfare by removing obstructions and hazards in public ways and spaces; reducing the risk posed to public safety by a vehicle accessible to a driver who is reasonably believed to have violated traffic laws; and securing and protecting property, both public and private. An impound decision alone is not punitive in nature. However, if a police officer elects to have a vehicle towed and/or impounded under Ch. 46.55 RCW, the officer will have discretion to issue an infraction or citation for the corresponding violation that resulted in the tow and/or impoundment.

10.22.010 Definitions. ~~Vehicle defined.~~

"Impoundment" means removal of a vehicle to a storage facility either by a law enforcement officer of the Mercer Island Police Department or by a contractor for towing and storage in response to a request from a law enforcement officer.

"Unauthorized vehicle" means a vehicle (regardless of physical condition) that is subject to impoundment after being left unattended in a public location for the period of time indicated in RCW 46.55.010(14).

"Vehicle," as used in this chapter, shall have the meaning as that term is defined in chapter 10.04 MICC ~~and in addition shall include the remains of any vehicle so long as identification can be made.~~ Vehicle includes electric motorcycle, as defined in chapter 10.04 MICC.

10.22.020 ~~Statute adopted by reference—Authority.~~ Repealed.

~~The following state statute is adopted by reference:~~

~~RCW 46.90.330 Authority to remove and impound vehicles on public property—Procedure.~~

10.22.021 Vehicle Impoundment - Notice.

A. *Impoundment Without Notice.* A vehicle may be impounded with or without citation and without giving prior notice to its owner as required in subsection (B) of this section only under the circumstances listed in RCW 46.55.113, or when impound without notice is otherwise authorized by law, ordinance, or regulation.

1. When an arrest is made for violation of RCW 46.20.342, if the vehicle is a commercial vehicle or farm transport vehicle and the driver of the vehicle is not the owner of the vehicle, before the summary impoundment directed under subsection (1) of this RCW 46.55.113, the police officer shall attempt in a reasonable and timely manner to contact the owner of the vehicle and may release the vehicle to the owner if the owner is reasonably available, as long as the

owner was not in the vehicle at the time of the stop and arrest and the owner has not received a prior release under this subsection or RCW 46.55.120(1)(b)(ii).

2. The additional procedures outlined in RCW 46.55.360 apply to any impoundment of a vehicle under RCW 46.55.113(2)(e).

B, *When Notice Is Required.* A vehicle may be impounded for the reasons in subsections (B)(1) and (B)(2) of this section only after a notification sticker meeting the requirements of RCW 46.55.085 has been attached to and conspicuously displayed on the vehicle for a period of at least 24 hours prior to such impoundment. If the vehicle has current Washington registration plates, the officer shall check the records to learn the identity of the last owner of record. The officer or his or her department shall make a reasonable effort to contact the owner by telephone in order to give the owner the information on the notification sticker.

1. When such vehicle is parked in violation of any law, ordinance, or regulation.

2. Such vehicle is left unattended without authorization on City owned nonhighway property not posted in accordance with RCW 46.55.070.

10.22.030 Additional authority to impound.

A. Any vehicle parked, angle parked, or so used as to endanger any user or potential user of any street or way open to the public, or used in violation of the traffic code, is declared to be a nuisance which may be summarily abated by the impounding and removal of the vehicle as provided in this chapter.

B. Any vehicle which is stolen, or which is required by the police department for evidence of investigation, or which is unoccupied or unattended and in the judgment of any police officer in danger of being stripped or stolen, or any wrecked and unattended vehicle, may be impounded and removed as provided in this chapter.

10.22.031 Impound authorization form.

Whenever an officer impounds a vehicle pursuant to the provisions of this chapter, the officer shall complete an authorization form in accordance with RCW 46.55.075 and WAC 204-96-030, which is hereby adopted by reference and incorporated into this chapter.

10.22.040 ~~Impounding for traffic offense.~~ Repealed.

~~When an authorized police officer of the city impounds a vehicle for violation of the traffic provisions of this Code, he shall attach to such vehicle a traffic violation ticket.~~

10.22.050 Notice to legal and registered owner of impounded vehicle. ~~Notice to impound—Authority.~~

~~The police officer so ordering impounding shall immediately notify the tow company, for towing and impounding such vehicles, of the location of the same. Such tow company shall thereupon be authorized to seize such vehicle and remove it to a garage or proper storage place.~~

When any vehicle is impounded pursuant to this chapter, the impounding towing operator shall notify the legal and registered owners of the impoundment in accordance with RCW 46.55.110.

10.22.060 Redemption of impounded vehicle.

~~No vehicle impounded for violation of the traffic code shall be released from the impounding garage until the owner or driver thereof has:~~

~~A. Furnished satisfactory evidence to the police department and the operator of the garage in which the vehicle was impounded of his identity and ownership, and agency if represented by an agent;~~

~~B. Signed written receipt for the vehicle.~~

Vehicles impounded by the city shall be redeemed only in accordance with RCW 46.55.120 and WAC 204-96-010.

10.22.062 Post impoundment hearing rights and procedure.

A. Any person seeking to redeem an impounded vehicle may request a hearing to contest the validity of the impoundment or the amount of towing and storage charges in accordance with the procedures in RCW 46.55.120.

B. The hearing must be conducted in accordance with the procedures outlined in RCW 46.55.120.

10.22.063 Administrative Fee.

If a vehicle is impounded pursuant to the provisions of this chapter, an administrative fee as specified in the city's Fee Schedule shall be paid to the city of Mercer Island, prior to redemption of the vehicle as provided by this chapter. The administrative fee shall be for the purpose of offsetting, to the extent practicable, the cost to the city of implementing, enforcing and administering this chapter.

10.22.070 Payment of charges~~—City not liable~~.

~~All towing, hauling and storage charges on each vehicle impounded pursuant to this Code shall be paid by the owner thereof or his/her agent if the vehicle is redeemed; provided, however, under appropriate circumstances the police chief may approve payment of a portion or all of such charges.~~

All vehicle towing, storage, or other impoundment charges permitted by this chapter or chapter 46.55 RCW shall be the responsibility of the vehicle owner unless otherwise specified in chapter 46.55 RCW.

10.22.080 ~~Records of impounded vehicles.~~ Repealed.

~~The police department shall keep a record of all vehicles impounded by manufacturer's trade name or make, motor number, state registration of license number, name of owner or other person claiming the same, and such.~~

10.22.090 ~~Statutes adopted by reference—Regulations generally~~. Repealed.

~~The following state statutes are adopted by reference:~~

~~RCW 46.90.335 Owner of record presumed liable for costs when vehicle abandoned—Exception.~~

~~RCW 46.90.340 Contract with registered disposer to dispose of vehicles and hulks—Compliance required.~~

~~RCW 46.90.345 Stolen and abandoned vehicles—Reports of notice—Disposition.~~

~~RCW 46.90.350 Removal and storage of vehicle or hulk—Lien—Notices—Contents.~~

~~RCW 46.90.355 Sale of unclaimed vehicle or hulk—Procedure—Proceeds—Deficiency.~~

~~RCW 46.90.360 Vehicle left in garage for storage—When deemed abandoned—Notices—Disposal.~~

~~RCW 46.90.365 Disposition of impounded vehicle—When vehicle deemed abandoned—Procedure.~~

~~RCW 16.24.065 Stock at large in areas—Unlawful.~~

~~RCW 16.24.070 Stock at large on highway right-of-way—Unlawful—Impounding.~~

10.22.100 ~~Moving vehicle of another—Authorized under special conditions.~~ Repealed.

~~Any vehicle otherwise legally parked but obstructing access to a public utility manhole or pole, obstructing access to a drain inlet or sewer manhole, or obstructing passage of an oversized vehicular load may be moved under emergency conditions at the direction of a police officer by means of towing or otherwise to a location not to exceed 300 feet away from such interference. The police officer authorizing such parked vehicle to be moved shall affix a notice in writing to the vehicle on which shall be noted the location from which the vehicle has been moved and the location to which the vehicle has been moved and the reason for the move. Such tow shall be at the expense and liability of the person or utility making the request. The police department shall maintain a record of this information.~~

BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND

AB 6816
November 18, 2025
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6816: 2026 Annual Comprehensive Plan and Development Code Amendments Docket	☐ Discussion Only ☒ Action Needed: ☒ Motion ☐ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Accept and adopt the Planning Commission's recommendation to docket no Comprehensive Plan or Development Code amendment proposals received for 2026.	

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, Community Planning and Development Director Alison Van Gorp, Community Planning and Development Deputy Director Molly McGuire, Senior Planner
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Docket Proposal Submissions 2. Planning Commission Recommendation and Docket Proposal Summary 3. Docket Progress Report
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to set the docket of proposed Comprehensive Plan and development code amendments for 2026 which will be included in the future Community Planning and Development (CPD) work plan. The docket is the City's process for soliciting proposals for Comprehensive Plan and development code amendments each year.

- Applications for the 2026 Annual Docket of proposed Comprehensive Plan and development code amends are accepted September 1 through October 1.
- Nine proposals were received by the October 1 deadline.
- The Planning Commission reviewed the proposals and recommended that no proposals be added to the 2026 Annual Docket.
- The City Council will consider the City's capacity to review proposed docket items in the coming year, along with other evaluation criteria, when deciding which proposals, if any, to include on the docket.
- Items placed on the 2026 Annual Docket will be added to the future CPD work plan for legislative review and consideration by staff, the Planning Commission, and the City Council.

- The City is under no obligation to docket any item, nor is it obligated to legislatively adopt any item which is added to the docket.

BACKGROUND

The City provides an annual opportunity to propose amendments to the Comprehensive Plan and development regulations. Amendment proposals are invited each year during the month of September as described in MICC 19.15.230(D)(1). The proposed amendments are compiled, along with the City's proposed amendments, into a docket. The docket is preliminarily reviewed by the Planning Commission and City Council for a determination on which, if any, proposed amendments will be advanced for future full legislative review. Amendments selected by the City Council for the 2025 docket are then added to the future CPD work plan, typically for the next calendar year, or as is the currently the case, when time and resources permit in the future.

Docketing Process

Public notice of the opportunity to submit docket requests was provided in the permit bulletin and on the City website between August 4 and September 1, 2025, as well as on August 6 and September 3, 2025 in the Mercer Island Reporter. Nine proposals were received from the public (Exhibit 1), which are summarized in the staff memo to the Planning Commission PCB25-19, dated October 22, 2025.

Planning Commission Review & Recommendation

On October 22, 2025, the Planning Commission reviewed the proposed amendments in the preliminary docket. At this meeting, after considerable discussion and deliberation, the Planning Commission passed individual motions on each docket item, which were reflected in the record as the recommendation from the Planning Commission and summarized in Exhibit 2.

Docketing Criteria

The City Council's role in the docketing process is described as follows in MICC 19.15.230(D)(1)(d):

> "*The city council shall review the preliminary docket at a public meeting. By December 31, the city council shall establish the final docket based on the criteria in subsection E of this section. Once approved, the final docket defines the work plan and resource needs for the following year's comprehensive plan and code amendments.*"

The MICC 19.15.230(E) states that Comprehensive Plan and code amendments should only be placed on the final docket if the proposed amendment will meet the specified criteria:

"E. Docketing Criteria. The following criteria shall be used to determine whether a proposed amendment is added to the final docket in subsection D of this section:

1. The request has been filed in a timely manner, and either:

a. State law requires, or a decision of a court or administrative agency has directed, such a change; or

b. All of the following criteria are met:

i. The proposed amendment presents a matter appropriately addressed through the comprehensive plan or the code;

ii. The city can provide the resources, including staff and budget, necessary to review the proposal, or resources can be provided by an applicant for an amendment;

iii. The proposal does not raise policy or land use issues that are more appropriately addressed by an ongoing work program item approved by the city council;

iv. The proposal will serve the public interest by implementing specifically identified goals of the comprehensive plan or a new approach supporting the city's vision; and

v. The essential elements of the proposal and proposed outcome have not been considered by the city council in the last three years. This time limit may be waived by the city council if the proponent establishes that there exists a change in circumstances that justifies the need for the amendment."

ISSUE/DISCUSSION

The threshold question for the City Council is whether any item(s) proposed for the 2026 docket should be further analyzed and considered for legislative adoption by the City staff, Planning Commission, and City Council. The City Council is under no obligation to legislatively adopt any item if it is placed on the 2026 docket. Each proposal should be reviewed based upon the criteria in MICC 19.15.230(E), provided above. After deliberations, the City Council sets the docket by approving a resolution or taking no action if no items are added to the docket.

Related to criterion (1)(b)(ii) at the bottom of page 2, the City Council should carefully consider the City's capacity to review docketed items in the coming year, including the workload generated by the items placed on the docket for staff, the Planning Commission, and the City Council itself. Each item that is docketed requires substantial staff work, including research and analysis, preparation of staff reports, public notice, SEPA analysis and documentation, and notification to state agencies. In addition, the Planning Commission typically discusses each item 2-3 times at a minimum, including a work session, a public hearing, and deliberations/decision. Then, the City Council holds a minimum of two readings for each proposed amendment.

To better understand the legislative review process and typical timelines, see Exhibit 3 for a progress report on items proposed for the docket since 2020. In recent years, the City has often not completed legislative review of all the docketed items during the year in which they were docketed. Typically, one or more items have been carried over to the following year's work plan.

The Planning Commission schedule includes 11 regularly scheduled meetings each year. Thus, there is a limit to the number of items that the Planning Commission can review in a year, based on simple time constraints. Additionally, the City Council should consider its capacity for review of recommended amendments, as well as the community's capacity to digest the proposals.

The 2026 CPD work plan includes the following items; anything added to the docket for 2026 will need to be scheduled for review as a City Council priority or after the below items are completed. Therefore, it is probable that any item docketed for 2026 will not receive legislative review until 2029 or later.

1. **Outstanding 2024 Annual Docket Items:** The City has several items that were included in the 2024 Annual Docket that have not yet received legislative review (see Exhibit 4). These items will remain in the CPD work plan and work is expected to commence as resources allow. The following items should be addressed prior to any new items added to the 2026 Annual Docket:
    a. Docket Reference No. 23-7: Amend MICC 19.11 Town Center Development and Design Standards to add a "Government Services" use and the related development standards, initiated by the City of Mercer Island.
    b. Docket Reference No. 23-9: Amend several chapters in Title 19 MICC in response to housing-related legislation including HB 1110, HB 1337 and HB 1042, initiated by the City of Mercer Island. Interim regulations have been adopted by City Council under Ord No. 25C-02. These

interim regulations will expire on June 30, 2026 and permanent regulations will need to be adopted, or the interim regulations will need to be renewed prior to this date to avoid a lapse in compliance.

c. Docket Reference No. 23-14: Amend MICC 19.02.020(E) Building Height Limit and MICC 19.16.010 Definitions to add a provision related to the calculation of maximum downhill building façade height, initiated by both the City and Regan McClellan.
d. Docket Reference No. 23-18: Redesignate the Stroum Jewish Community Center and Mercer Island Country Club properties as Commercial Office on the Comprehensive Plan Land Use Map and rezone the JCC property to Commercial-Office, initiated by the Stroum Jewish Community Center.

2. **Outstanding 2025 Annual Docket Items:** The City has three items that were included in the 2025 Annual Docket that have not yet received legislative review (see Exhibit 4). These items will remain in the CPD work plan and work is expected to commence as resources allow. The following items should be addressed prior to any new items added to the 2026 Annual Docket.

    a. Docket Reference No. 24-1: Amend MICC 19.01.050 Nonconforming structures, sites, lots, and uses and MICC 19.16.010 Definitions to exclude "exterior alteration" of non-single-family nonconforming structures outside of the Town Center from the determination of nonconforming status during a remodel and add the definition of "enlargement" to the definitions section.
    b. Docket Reference No. 24-8: Add a new chapter to Title 19 MICC for a "Private Hedge Code", which would provide a voluntary mechanism for the resolution of disputes involving the height of hedges, initiated by Jeff Haley. *See also Docket Reference No. 24-15.*
    c. Docket Reference No. 24-15: Amend MICC 19.02.020(C)(3) Intrusions into required yards and MICC 19.02.050 Fences, retaining walls, and rockeries to limit the height of hedges to 12 feet within side yard setbacks unless mutually agreed upon by adjoining property owners. *See also Docket Reference No. 24-8.*

3. **Interim Regulations:** The City has several interim regulations that will expire in 2025. These interim regulations will need to be renewed or replaced with permanent regulations prior to expiration. The current interim regulations that will need to be addressed in 2026 are:

    a. Ordinance No. 24C-03 Interim Regulations Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing in MICC 19.16.010. These interim regulations were most recently renewed by Ordinance No. 25-15 on September 2, 2025 with an effective date of October 1, 2025.These interim regulations will expire on April 1, 2026 and will need to be renewed or replaced with permanent regulations prior to March 31, 2026.
    b. Ordinance No. 25C-02 Interim Regulations Related to Middle Housing and Accessory Dwelling Units. These interim regulations will expire on June 30, 2026 and will need to be renewed or replaced with permanent regulations prior to June 29, 2026.
    c. Ordinance No. 25C-06 Interim Regulations Related to Unit Lot Subdivisions. These interim regulations will expire on June 30, 2026 and will need to be renewed or replaced with permanent regulations prior to June 29, 2026.

4. **Other Outstanding Items:** The City has several items that will need to be addressed, beginning in 2026 and are expected to continue into 2027 and beyond.

    a. Growth Management Hearings Board Final Decision and Order: On November 19, 2024, the City adopted the 2044 Comprehensive Plan Periodic Update. An appeal of the

Comprehensive Plan was subsequently filed, and the Growth Management Hearings Board issued a Final Decision and Order on August 1, 2025. Compliance with the Final Decision and Order must be completed by July 31, 2026 and will require significant updates to the Housing Element and development regulations.

b. State Legislative updates: Several bills passed the legislature in 2025 that will require Mercer Island to make development code amendments with due dates between 2026 and 2029. These include HB 1757 (existing buildings used for residential purposes), HB 1096 (lot splitting), SB 5509 (childcare in all zones except industrial), HB 1491 (transit oriented development).
c. Shoreline Master Program Periodic Update: The state Shoreline Management Act requires that counties, cities, and towns periodically review their comprehensively updated shoreline master program (SMP) every ten years. The Mercer Island SMP was adopted in 2015. Pursuant to Revised Code of Washington (RCW) 90.58.080, the City of Mercer Island is required to take action to review, and if necessary, revise the SMP on or before June 30, 2029 and every 10 years thereafter. Staff expect to start this review process at the end of 2026 following the Growth Management Hearings Board Final Decision compliance. Review is expected to continue through 2027 and beyond.

The existing CPD work plan is currently lengthy and represents a significant amount of CPD staff time, as well as a significant portion of the available Planning Commission, City Council, and community bandwidth. Given the existing commitments of staff time in the current CPD work plan, staff do not recommend adding any items to the 2026 Annual Docket, consistent with the Planning Commission recommendation in Exhibit 2. A resolution is not required if no items are added to the docket.

NEXT STEPS

Staff will continue to work through the items currently on the CPD Work Plan. If the City Council chooses not to add any items to the 2026 Annual Docket, no further steps are required to be taken.

RECOMMENDED ACTION

Accept and adopt the Planning Commission's recommendation to docket no Comprehensive Plan or Development Code amendment proposal received for 2026.

Molly McGuire

From: Sarah Fletcher <fletchsa1@gmail.com>
Sent: Sunday, September 28, 2025 4:35 PM
To: Adam Zack; Molly McGuire; Jeff Thomas; Council
Subject: Fwd: Docket Requests
Attachments: Docket Request Tully's Property 09.26.2025.pdf

Hello, please find attached my proposed amendments to the Docket. What you have proposed at Tully's, like TC-5 or TC-7 **does not benefit the environment** which is in response to your no. 2 question. It was originally zoned for Park, but then when Mainstreet wanted to build their multifamily building, the city council amended the zone. It should be put back to Park and parking lot, possibly PI, but certainly not TC-5 or TC-7 and the map should match the layout of the parking which it doesn't.. If you are going to keep it TC-5 or TC-7, then that means that that property is never going to be safe from development as you have plans to develop it even though WSDOT had a provision that the main purpose had to be transportation.

Thanks.

DOCKET REQUEST FORM

The following information is required. Failure to complete this form may result in the application being incomplete. Incomplete applications will not be considered during the annual docket process.

APPLICANT INFORMATION

Name: Sarah Fletcher
Address: 2500 81st AVE SE Mercer Island WA 98040
Phone: 206 236 3028
Email: fletchsa1@gmail.com

AGENT/CONSULTANT/ATTORNEY

Complete this section if the primary contact is different from the applicant.

Name:
Address:
Phone:
Email:

REQUEST INFORMATION

Important: A separate Docket Request Form must be completed for each docket item requested.

Is this request related to a specific property or zone? Yes ☒ No ☐

If yes, please complete the following information:
Property Owner Name: Tully's Property
Address:
County Assessor's Parcel No.:
Parcel Size (sq. ft.):

If the application is submitted by an agent/consultant/attorney, please attach a signed letter of consent from all owners of the affected property demonstrating that that the application is submitted with consent.
Is this request for a Comprehensive Plan amendment or a development code amendment?

Comprehensive Plan Amendment ☒ Development code Amendment ☐

Is this submission a ***suggestion*** for a Comprehensive Plan or Development Code amendment, or is this an ***application*** for a specific amendment? (Check one box below.)

Note: Applications are subject to applicable permit fees.

Suggestion ☒ Application ☐

DOCKET REQUEST NARRATIVE – REQUIRED FOR ALL APPLICATIONS

Please attach a separate narrative responding to all five (5) questions outlined below. Attach additional sheets, supporting maps, or graphics as necessary. Answer each question separately and reference the question number in your answer.

The application will be considered incomplete without a narrative answering all five questions.

1. Please provide a detailed description of the proposed amendment and a clear statement of what the proposed amendment is intended to accomplish.
   a. Indicate the specific Comprehensive Plan Elements, maps, goals or policies or the specific sections of the development code you propose to amend.
   b. If the proposal would amend existing Comprehensive Plan or development code text, please provide the proposal in underline/strikeout format with text to be added indicated by underlining and text to be deleted indicated with ~~strikeouts~~.
   c. If a map amendment is proposed, please provide a map that clearly outlines the areas proposed to be changed.
2. How does the proposal benefit the community or the environment?
3. Explain how the request relates to the applicable decision criteria (MICC 19.15.250(D) for code amendments, and MICC 19.15.230(F) for Comprehensive Plan amendments, see below).
4. For Comprehensive plan amendments: Is the proposal consistent the Growth Management Act and King County Countywide Planning Policies?
5. For development code amendments: How does the proposal align with the goals of the City's Comprehensive Plan?

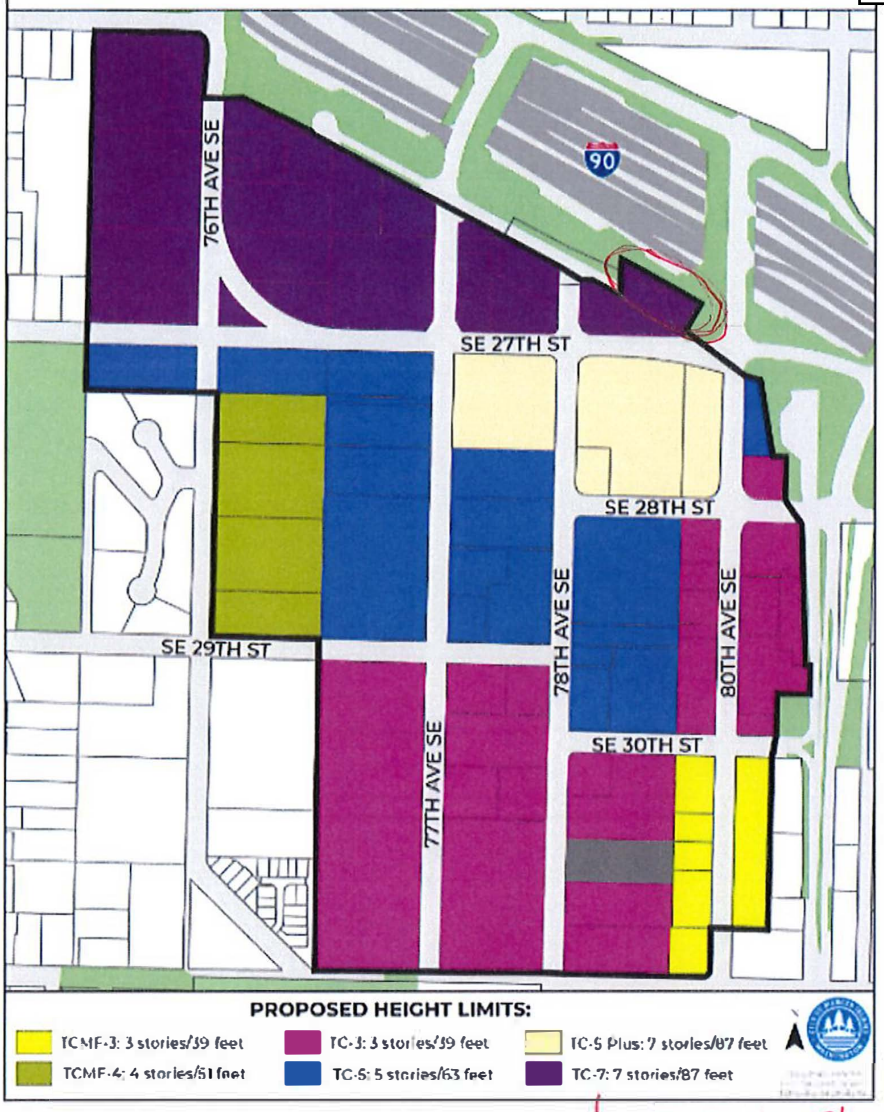
Please sign and date below acknowledging application requirements.

Signature: Sarah Ostrom **Date:** 9/26/2025

THIS AREA LEFT INTENTIONALLY BLANK

Please attach a separate narrative responding to the above questions.

FIGURE 1: TOWN CENTER SUBAREAS MAXIMUM HEIGHT LIMIT



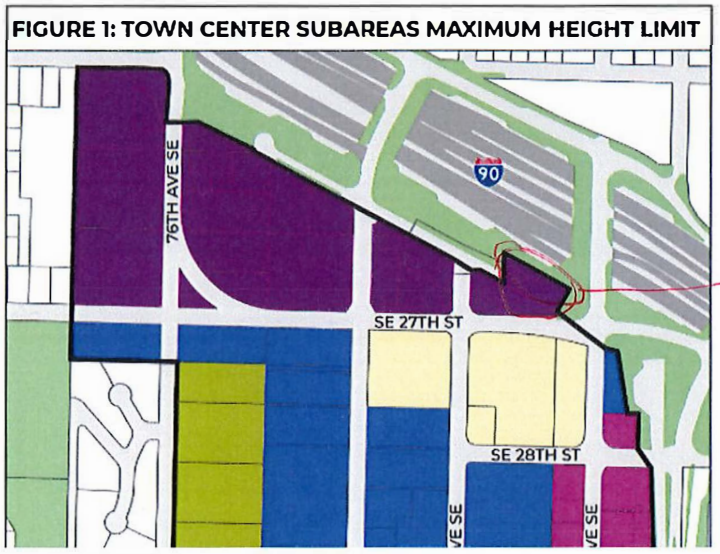
(Ord. 18C-14 § 1 (Att. A); Ord. 16C-06 § 2 (Exh. A); Ord. No. 24C-18, § 2(Exh. A), 12-3-2024)

L single story parking lot & open space where Tully's used to be

B. *Subareas established.* The following subareas have been established and are depicted on Figure 1 below.

1. *TC-7 subarea.* The purpose of the TC-7 subarea is to create a focused mixed use core, oriented toward pedestrian connections and regional t A broad mix of land uses is allowed. Buildings may be up to seven stories in height.
2. *TC-5 subarea.* The purpose of the TC-5 subarea is to be a transition between the taller buildings in the TC-7 subarea and the lower structures in the TC-3 and TCMF-3 subareas. A broad mix of land uses is allowed. Buildings may be up to five stories in height.
3. *TC-5 plus subarea.* The purpose of the TC-5 Plus subarea is to be a transition between the taller buildings in the TC-7 subarea and the TC-5 subarea. A broad mix of land uses is allowed. Buildings may be up to seven stories in height with the provision of additional affordable housing units and public open space.
4. *TC-3 subarea.* The purpose of the TC-3 subarea is to create an area of transition between the Town Center and adjacent residential neighborhoods. A broad mix of land uses is allowed. Buildings may be up to three stories in height.
5. *TCMF-4 (Multifamily residential) subarea.* The purpose of the TCMF-4 subarea is to provide for primarily multifamily residential housing of up to four stories. Street-oriented housing, live/work units and limited retail uses are allowed at the street level.
6. *TCMF-3 (Multifamily residential) subarea.* The purpose of the TCMF-3 subarea is to provide for primarily multifamily residential housing of up to three stories. Street-oriented housing, live/work units and limited retail uses are allowed at the street level.

Figure 1: Town Center Subareas and Maximum Height Limit



B. *Required ground floor street frontage uses.*

1. Retail, restaurant, personal service, museum and art exhibition, theater, bar, financial and insurance service, recreation, and/or service s as defined by Section 19.16.010, are required along ground floor street frontages as shown on Figure 2.

Figure 2 — Uses Required Adjacent to Ground Floor Street Frontages

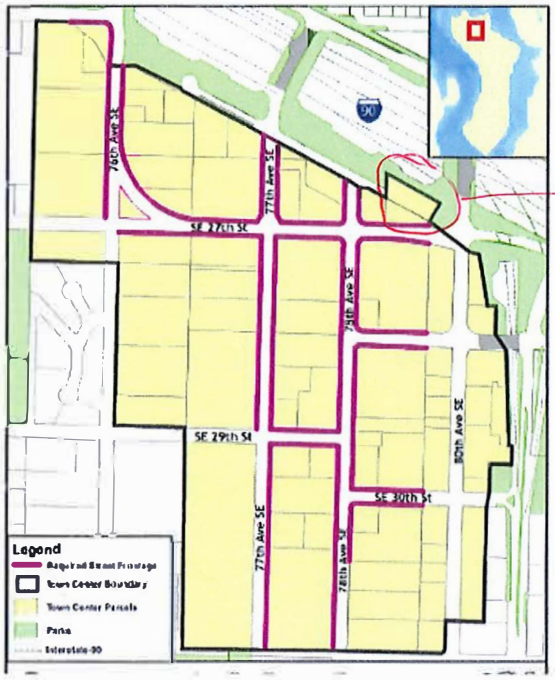
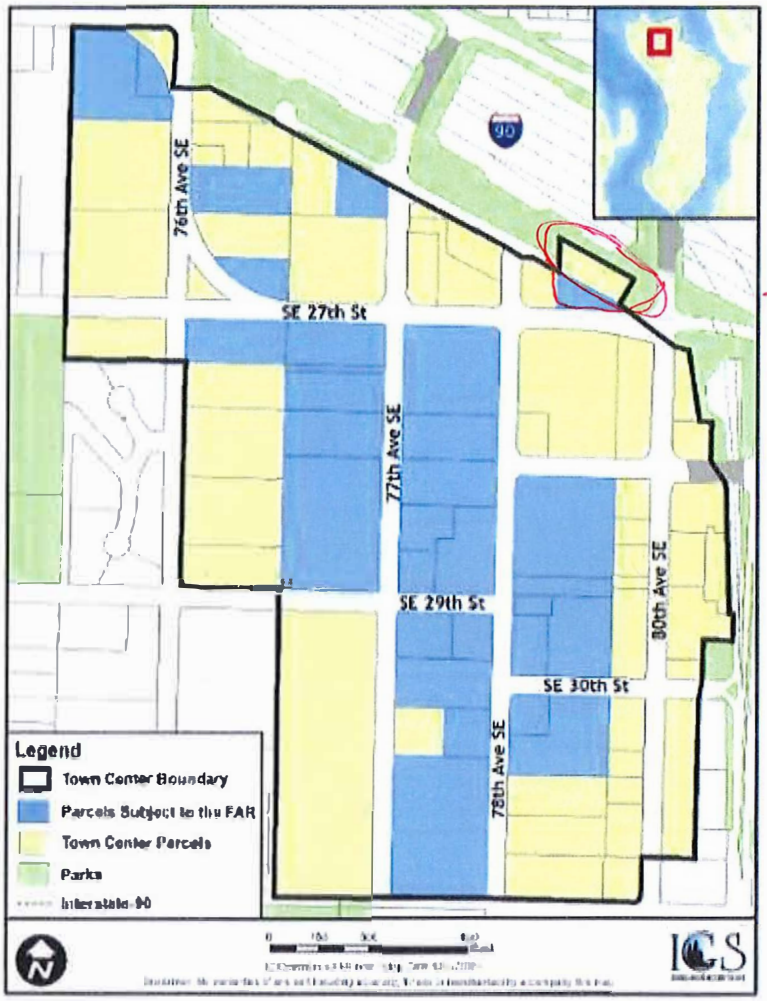


Figure 3 — Parcels Subject to FAR Requirement for Ground Floor Uses



- parking lot

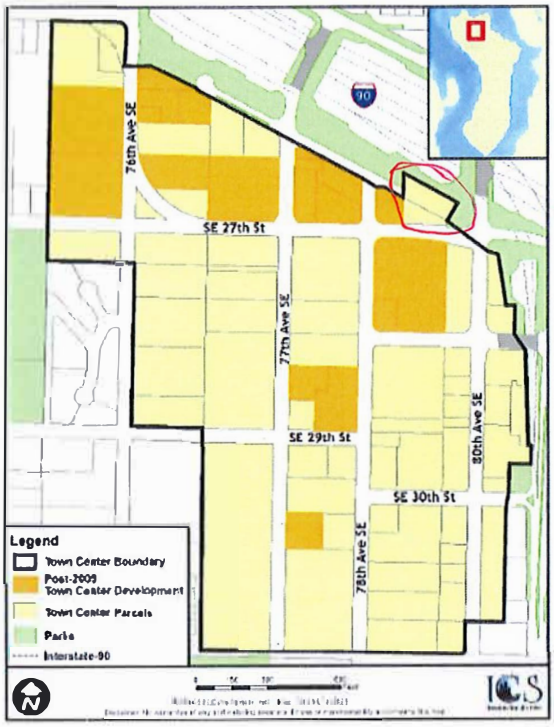
NOT TC-5 OR TC-7

hen a FAR calculation results in a fraction, the fraction shall be rounded to the nearest whole number as follows:

Fractions of 0.50 or above shall be rounded up to the closest whole number; and

3. The identified parcels as shown on Figure 4 are required to provide a no net loss of existing floor area for ground floor street frontage for reta[illegible], personal service, museum and art exhibition, theater, bar, financial and insurance service, recreation, and/or service station uses, as defined 19.16.010. For the purposes of determining redevelopment, the value of redevelopment shall be an amount equal to or greater than 50 percent of the total assessed improvement value at the time of the application for redevelopment, as determined by King County.

Figure 4 — Parcels Subject No Net Loss Requirement for Ground Floor Uses



— parking lot street frontage ground floor no longer applies

DOCKET REQUEST FORM

The following information is required. Failure to complete this form may result in the application being incomplete. Incomplete applications will not be considered during the annual docket process.

APPLICANT INFORMATION

Name: Matthew Goldbach

Address: 9980 SE 40th St, Mercer Island, WA 98040

Phone: 954-806-2489

Email: blkship@yahoo.com

AGENT/CONSULTANT/ATTORNEY

Complete this section if the primary contact is different from the applicant.

Name:

Address:

Phone:

Email:

REQUEST INFORMATION

Important: A separate Docket Request Form must be completed for each docket item requested.

Is this request related to a specific property or zone? Yes ☐ No X

If yes, please complete the following information:

Property Owner Name:

Address:

County Assessor's Parcel No.:

Parcel Size (sq. ft.):

If the application is submitted by an agent/consultant/attorney, please attach a signed letter of consent from all owners of the affected property demonstrating that that the application is submitted with consent.

Is this request for a Comprehensive Plan amendment or a development code amendment?

Comprehensive Plan Amendment ☐ Development code Amendment X

Is this submission a ***suggestion*** for a Comprehensive Plan or Development Code amendment, or is this an ***application*** for a specific amendment? (Check one box below.)

Note: Applications are subject to applicable permit fees.

Suggestion X Application ☐

DOCKET REQUEST NARRATIVE – REQUIRED FOR ALL APPLICATIONS

Please attach a separate narrative responding to all five (5) questions outlined below. Attach additional sheets, supporting maps, or graphics as necessary. Answer each question separately and reference the question number in your answer.

The application will be considered incomplete without a narrative answering all five questions.

1. Please provide a detailed description of the proposed amendment and a clear statement of what the proposed amendment is intended to accomplish.
   a. Indicate the specific Comprehensive Plan Elements, maps, goals or policies or the specific sections of the development code you propose to amend.
   b. If the proposal would amend existing Comprehensive Plan or development code text, please provide the proposal in underline/strikeout format with text to be added indicated by underlining and text to be deleted indicated with ~~strikeouts~~.
   c. If a map amendment is proposed, please provide a map that clearly outlines the areas proposed to be changed.
2. How does the proposal benefit the community or the environment?
3. Explain how the request relates to the applicable decision criteria (MICC 19.15.250(D) for code amendments, and MICC 19.15.230(F) for Comprehensive Plan amendments, see below).
4. For Comprehensive plan amendments: Is the proposal consistent the Growth Management Act and King County Countywide Planning Policies?
5. For development code amendments: How does the proposal align with the goals of the City's Comprehensive Plan?

Please sign and date below acknowledging application requirements.

Signature: _____ **Date:** Sept 23 2025

THIS AREA LEFT INTENTIONALLY BLANK

Please attach a separate narrative
responding to the above questions.

SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.06.110 Criteria for Approval - Conditional Use Permits

MICC 19.06.110(A)(5) Change after conditional use permit granted.

Suggested Code Amendment:

I suggest that MICC 19.06.110(A)(5) be amended to add a section (d) that states that no conditional use permit on a residential property shall be used for any use or purpose by a separate property zoned TC, CO, B, or PBZ.

Analysis:

In 2021, the council amended MICC 19.06.110(A)(5) to add Section C that states:

> (c.) "*Applicability.* A conditional use permit shall be applicable only to the property for which it was granted, as defined by the legal description of the property boundaries submitted with the conditional use permit application ("permitted property"). The use(s) permitted under a conditional use permit shall not extend beyond the permitted property to adjoining property or property added to the permitted property unless the conditionally approved use(s) are already allowed on the adjoining or added property or a new conditional use permit is granted for the adjoining or added property."

Section (c) was designed to prevent a non-conforming conditional use permit in the residential zone from expanding its non-conforming uses to adjacent residential properties not part of the CUP and in effect expanding the boundaries of the CUP beyond its permit.

A new concern is properties not zoned residential using CUPs on adjacent residential properties to expand their non-residential uses onto the residentially-zoned property in order to transfer required amenities, such as parking, playgrounds or other uses, from the non-residentially-zoned property to the residentially-zoned property. This then allows a property zoned TC, CO, B, or PBZ to impermissibly expand its non-residentially zoned property into the residential zone.

As a result, MICC MICC 19.06.110(A)(5) should be amended to clarify that a property zoned TC, CO, B, or PBZ may not use a CUP on residentially-zoned property for uses for any uses or required amenities required under the zoning for TC, CO, B, or PBZ zoned properties.

DOCKET REQUEST FORM

The following information is required. Failure to complete this form may result in the application being incomplete. Incomplete applications will not be considered during the annual docket process.

APPLICANT INFORMATION

Name: Matthew Goldbach

Address: 9980 SE 40th St, Mercer Island, WA 98040

Phone: 954-806-2489

Email: blkship@yahoo.com

AGENT/CONSULTANT/ATTORNEY

Complete this section if the primary contact is different from the applicant

Name:

Address:

Phone:

Email:

REQUEST INFORMATION

Important: A separate Docket Request Form must be completed for each docket item requested.

Is this request related to a specific property or zone? Yes ☐ No X

If yes, please complete the following information:

Property Owner Name:

Address:

County Assessor's Parcel No.:

Parcel Size (sq. ft.):

If the application is submitted by an agent/consultant/attorney, please attach a signed letter of consent from all owners of the affected property demonstrating that that the application is submitted with consent.

Is this request for a Comprehensive Plan amendment or a development code amendment?

Comprehensive Plan Amendment ☐ Development code Amendment X

Is this submission a ***suggestion*** for a Comprehensive Plan or Development Code amendment, or is this an ***application*** for a specific amendment? (Check one box below.)

Note: Applications are subject to applicable permit fees.

Suggestion X Application ☐

DOCKET REQUEST NARRATIVE – REQUIRED FOR ALL APPLICATIONS

Please attach a separate narrative responding to all five (5) questions outlined below. Attach additional sheets, supporting maps, or graphics as necessary. Answer each question separately and reference the question number in your answer.

The application will be considered incomplete without a narrative answering all five questions.

1. Please provide a detailed description of the proposed amendment and a clear statement of what the proposed amendment is intended to accomplish.
   a. Indicate the specific Comprehensive Plan Elements, maps, goals or policies or the specific sections of the development code you propose to amend.
   b. If the proposal would amend existing Comprehensive Plan or development code text, please provide the proposal in underline/strikeout format with text to be added indicated by underlining and text to be deleted indicated with ~~strikeouts~~.
   c. If a map amendment is proposed, please provide a map that clearly outlines the areas proposed to be changed.
2. How does the proposal benefit the community or the environment?
3. Explain how the request relates to the applicable decision criteria (MICC 19.15.250(D) for code amendments, and MICC 19.15.230(F) for Comprehensive Plan amendments, see below).
4. For Comprehensive plan amendments: Is the proposal consistent the Growth Management Act and King County Countywide Planning Policies?
5. For development code amendments: How does the proposal align with the goals of the City's Comprehensive Plan?

Please sign and date below acknowledging application requirements.

Signature: _____ **Date:** Sept 23 2025

THIS AREA LEFT INTENTIONALLY BLANK

Please attach a separate narrative responding to the above questions.

SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.15.240 Reclassification of Properties (Rezones)

MICC 19.15.240(C) Criteria

Suggested Code Amendment:

I suggest MICC 19.15.240(C) be amended to prohibit a non-residential structure or use in the single-family residential zone, including a Conditional Use Permit, from requesting or obtaining a rezone or reclassification of any single-family residential zoned properties.

MICC 19.240(C) will then read with the suggested amendment **Subsection 8** as follows:

19.15.240 - Reclassification of property (rezones).

A. Purpose. The purpose of this section is to establish the process and criteria for a rezone of property from one zoning designation to another.

B. Process. A rezone shall be considered as provided in MICC 19.15.260.

C. Criteria. The city council may approve a rezone only if all of the following criteria are met:

1. The proposed reclassification is consistent with the policies and provisions of the Mercer Island comprehensive plan;
2. The proposed reclassification is consistent with the purpose of the Mercer Island development code as set forth in MICC 19.01.010;
3. The proposed reclassification is an extension of an existing zone, or a logical transition between zones;
4. The proposed reclassification does not constitute an illegal site-specific rezone;
5. The proposed reclassification is compatible with surrounding zones and land uses;
6. The proposed reclassification does not adversely affect public health, safety and welfare; and
7. If a comprehensive plan amendment is required in order to satisfy subsection (C)(1) of this section, approval of the comprehensive plan amendment is required prior to or concurrent with the granting of an approval of the rezone.
8. **"A non-residential structure or use in the single-family residential zone, including a Conditional Use Permit (CUP), is prohibited from requesting or obtaining a rezone or reclassification of single-family residential zoned properties."**

D. Map change. Following approval of a rezone, the city shall amend the zoning map to reflect the change in zoning designation. The city shall also indicate on the zoning map the number of the ordinance adopting the rezone.

(Ord. 18C-08 § 1 (Att. A))

ANALYSIS:

A. The Mercer Island Comprehensive Plan Supports Preserving Single-Family Residential Zoned Properties.

Attached as Exhibit 1 to this suggested amendment is Appendix D – Zoning Map.

The following Comprehensive Policy directions provided by the Mercer Island Comprehensive Plan are from the City of Mercer Island Community Planning and Development Code Interpretation 22-004 dated November 21, 2022 regarding Variances for Non-Residential Structures in Residential Zones, which is attached as Exhibit 2:

E. (4) Policy direction provided by the Mercer Island comprehensive plan;

***Analysis*: Review of the Comprehensive Plan results in the following findings:**

(1) The Comprehensive Plan envisions Mercer Island as a residential community:

(a) "Mercer Island prides itself on being a residential community. As such, most of the Island's approximately 6.2 square miles of land area is developed with single family homes." [Land Use Element, Introduction]

(b) "Single family residential zoning accounts for 88 percent of the Island's land use. There are 3,534 acres zoned for single family residential development. This compares to 77 acres in the Town Center zones, 19 acres for Commercial Office zone, and 103 acres in multi-family zones (Table 2). City Hall is located in a Commercial Office zone, while other key civic buildings such as the Post Office and the Main Fire Station are located in the Town Center and City Hall. Many of the remaining public buildings, schools, recreational facilities and places of religious worship are located in residential or public zones." [Land Use Element, II Existing Conditions and Trends, Areas outside the Town Center]

(c) "OUTSIDE THE TOWN CENTER (1) The community needs to accommodate two important planning values - maintaining the existing single family residential character of the Island, while at the same time planning for population and housing growth." [Land Use Element, IV. Land Use Issues, Outside the Town Center (1)]

(2) A primary component of the housing element is the City's desire to protect single-family residential neighborhoods through development regulations and other City codes which restrict the bulk and scale of buildings, control noise and nuisances, minimize the impact of non-residential uses and help preserve the natural environment. City code provisions were specifically designed to protect residential areas from incompatible uses and promote bulk and scale consistent with the existing neighborhood character. This includes limiting the size and scope of nonresidential uses to be consistent with existing neighborhood character.

(a) "Housing Element

III. Neighborhood Quality

Mercer Island single family neighborhoods pride themselves on their narrow, quiet streets and dense plantings. The City protects these neighborhoods through development regulations and other City codes which restrict the bulk and scale of buildings, control noise and nuisances, minimize the impact of non-residential uses and help preserve the natural environment. Parks, open spaces and trails also contribute to the neighborhood quality." [Housing Element, III. Neighborhood Quality]

b) "GOAL 1:

Ensure that single family and multi-family neighborhoods provide safe and attractive living environments, and are compatible in quality, design and intensity with surrounding land uses, traffic patterns, public facilities and sensitive environmental features.

1.1 Ensure that zoning and City code provisions protect residential areas from incompatible uses and promote bulk and scale consistent with the existing neighborhood character." [Housing Element, III. Neighborhood Quality, Goal 1.1]

(3) The Comprehensive Plan evidences an intent to retain certain non-residential structures located in residential zones. However, the Comprehensive Plan is silent on whether such structures would be eligible for variances from otherwise applicable numerical standards.

(a) "GOAL 17:

With the exception of allowing residential development, commercial designations and permitted uses under current zoning will not change.

17 .4 Social and recreation clubs, schools, and religious institutions are predominantly located in single family residential areas of the Island. Development regulation should reflect the desire to retain viable and healthy social, recreational, educational, and religious organizations as community assets which are essential for the mental, physical and spiritual health of Mercer Island." [Land Use Elements, IV Land Use Issues Outside the Town Center]

(4) The Comprehensive Plan also evidences an intent to preserve existing conditions and to generally permit changes only through amendments to the development code, rather than through granting numerous of variances to that development code. At the same time, there is also recognition that some non-residential structures and uses are compatible with residential zones.

(a) "GOAL 15: -
Mercer Island should remain principally a low density, single family residential community.

15.1 Existing land use policies, which strongly support the preservation of existing conditions in the single family residential zones, will continue to apply. Changes to the zoning code or development standards will be accomplished through code amendments.

15.2 Residential densities in single family areas will generally continue to occur at three to five units per acre, commensurate with current zoning. However, some adjustments may be made to allow the development of innovative housing types, such as accessory dwelling units and compact courtyard homes at slightly higher densities as outlined in the Housing Element.

. . .

15.4 As a primarily single family residential community with a high percentage of developed land, the community cannot provide for all types of land uses. Certain activities will be considered incompatible with present uses. Incompatible uses include landfills, correctional facilities, zoos and airports. Compatible permitted uses such as education, recreation, open spaces, government social services and religious activities will be encouraged." [Land Use Elements, IV Land Use Issues Outside the Town Center].

Pages 4 – 6

B. <u>The Region Is Facing A Housing Shortage</u>.

Attached as Exhibit 3 are public announcements by Governor Inslee encouraging the Legislature to "go big" to meet the scale of the housing crisis, and the enormous investments the state and county are making to scale-up construction of housing.

Attached as Exhibit 4 are pages from the PSRC's 2050 Vision Statement on Housing noting:

"Housing is a basic need for every individual. Yet, residents in many communities in the region are facing an unprecedented challenge in finding and keeping a home that they can afford. The central Puget Sound region is expected to grow by an additional 1.8 million residents and 830,000 households by the year 2050. Simply put, the region needs more housing of varied types in all communities. Meeting the housing needs of all households at a range of income levels is integral to promoting health and well-being and creating a region that is livable for all residents, economically prosperous, and environmentally sustainable."

PSRC 2050 Vision Statement, p.182

Currently Mercer Island has a housing allocation of approximately 1,200 units left to permit pursuant to the GMPC's housing allocations. In 2023, the Legislature adopted HB 1110 that requires every residential lot on Mercer Island to allow two separate housing units, and four housing units per lot without parking mandates within a quarter of a mile of the light rail station, including the residential neighborhood to the north.

It would be contrary to state, county and city policies for Mercer Island to now allow single-family residential zoned properties to be rezoned to a different non-housing zone, and would shift Mercer Island's housing allocation burden to the other residential zones and property.

C. The Conditional Use Permit Process Allows A Fair And Equitable Non-Conforming Use In A Single-Family Residential Zone.

The Conditional Use Permit (CUP) process MICC 19.06.110 allows an organization to obtain a non-conforming use in the single-family home residential zone, and allows that non-conforming CUP to combine residential properties and eliminate the side-yard setabacks between the properties.

At the same time, the Conditional Use Permit process MICC 19.06.110(a) and (b) protects the surrounding single-family home residential zones and requires that the scale of the development, in consideration of the privilege of a non-conforming use, is consistent with all properties in the single-family home residential zone.

The mere existence of MICC 19.06.110 highlights that the restrictions on conditional uses in the single-family home residential zone is not consistent with a different zone with different regulatory limits in the single-family residential zone.

D. To Allow One Property Owner Or Conditional Use Permit To Rezone Single-Family Zoned Residential Properties To Another Zone Will Allow All Property Owners The Same Right.

MICC 19.15.240(C)(4) specifically states the "proposed reclassification does not constitute an illegal site-specific rezone." If the Council allows single-family residential zoned properties to be rezoned contrary to state, county and city policies preserving and expanding housing, that would require the Council to allow **any** single-family home residential property owner to request the same change in zoning or upzone. If the requested rezone is site specific, it violates MICC 19.15.240(4)(C). If it is not site specific, it effectively eliminates the single-family residential zone.

The Council cannot favor one property owner or CUP over another, otherwise it would be an illegal spot zone. Such a huge change in zoning and policy would effectively abrogate the policies towards preserving single-family home residential zoning on Mercer Island contrary to The Comprehensive Plan.

E. **Can A Specifically Enumerated Non-Residential Structure Listed in MICC.19.06.110(B)(2)(i) That Are Prohibited From Receiving a Variance Other Than From The Impervious Surface Standards Be Prohibited From Requesting A Rezone Or Reclassification Of The Single-Family Residential Zone Property Included In The CUP?**

HISTORY OF THE CUP'S EFFORTS TO OBTAIN INCREASED REGULATORY LIMITS.

1) COMMUNITY FACILITIES ZONE

In 2018, the JCC applied to amend the City's Comprehensive Plan to create a Community Facilities Zone with different regulatory limits for CUPs in a single-family home residential zone without concurrent development regulations. Various citizens and groups appealed the lack of concurrent development regulations to the Growth Management Hearings Board which agreed with the Appellants and remanded the matter back to the City with directions to draft and adopt the concurrent development regulations. This holding was later codified in MICC. 19.15.240(C)(7).

Upon remand, the Council determined that allowing CUPs' different regulatory limits in a different zone in a single-family home residential zone was unwise and unworkable, and instead repealed the Community Facilities Zone.

2) THE HILL AMENDMENTS

Subsequently, the Applicant, JCC filed a series of proposed site specific development code amendments to allow regulatory limits for the JCC greater than those allowed a CUP in the single-family home residential zone. These Amendments were then voluntary withdrawn by the Applicant when it became apparent:

1) They were a spot zone in violation of MICC 19.15.240(C)(4);

2) The Council would not approve the Hill Amendments because they were contrary to The Comprehensive Plan, City Policies, MICC, and citizen opinion.

3) APPLICATION FOR VARIANCES

Subsequently, the JCC applied for various variances to the regulatory limits applicable to the single-family home residential properties in its CUP. In response, CPD Director Jeff Thomas issued Development Code Interpretation 22-004 that found that based on the City's Development Codes and Comprehensive Plan a CUP was prohibited from obtaining any variance other than impervious surface limits from the numerical standards pursuant to MICC 19.06.110(B)(2)(a).

The Applicant JCC then appealed Interpretation 22-004 to the Hearing Examiner. On the eve of the hearing, the Applicant JCC voluntarily withdrew its appeal, and conceded that Interpretation 22-004 was a correct interpretation of Mercer Island's Development Code that prohibits a CUP from requesting or obtaining variances from the single-family home residential development regulatory limits.

Based on the history and Administrative Interpretation 22-004, it would be inconsistent for the Council to allow single-family residential zoned properties in a CUP to be rezoned, especially to CO (Commercial Office), when these same CUPs are prohibited from obtaining variances for regulatory limits other than impervious surface limits.

Furthermore, pursuant to MICC 19.15.240(C)(4), the Council would have to allow **ALL** CUPs throughout the island the same right to rezone single-family residential zoned properties in their CUPs to CO or another zone, which is directly contrary to the Mercer Island Comprehensive Plan, AI 22-004, the provisions in MICC 19.06.110(a) and (b) regulating CUPs in the single-family residential zone, and the history of the JCC property and its attempts to obtain preferential regulatory limits for its single-family residentially zoned properties.

Therefore, MICC 19.15.240(C) should be amended to clarify that a non-residential structure or CUP in the single-family residential zone may not rezone its single-family residential zoned properties in the CUP.

Exhibit 1

Appendix D - ZONING MAP

View city of Mercer Island Zoning Map.

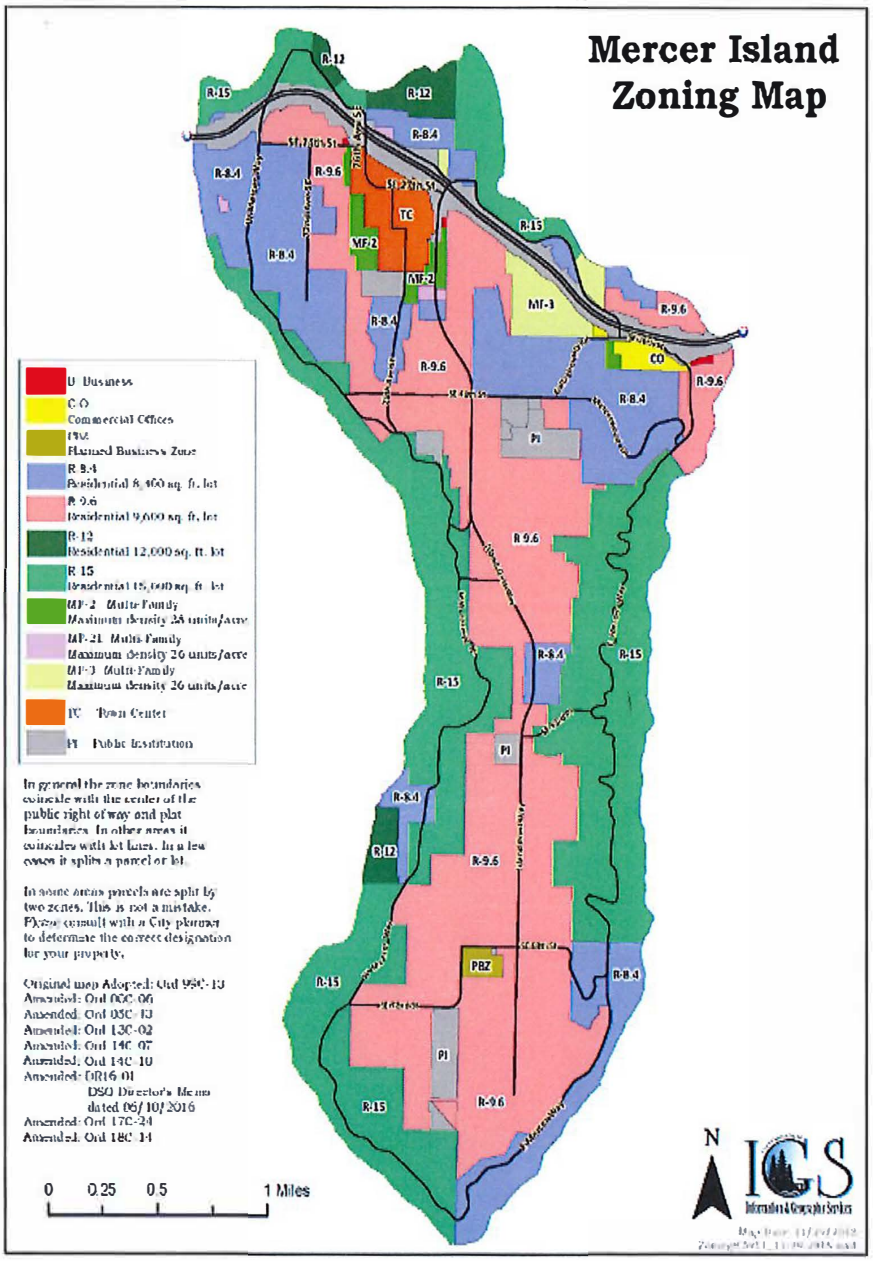


Exhibit 2

Development Code Interpretation 22-004

CITY OF MERCER ISLAND

COMMUNITY PLANNING & DEVELOPMENT
9611 SE 36TH STREET | MERCER ISLAND, WA 98040
PHONE: 206.275.7605 | www.mercerisland.gov

TO: CPD Staff

FROM: Jeff Thomas, Interim CPD Director

DATE: November 21, 2022

RE: Variances for Non-Residential Structures in Residential Zones

A. MICC SECTION(S) INTERPRETED

MICC 19.06.110(B)

B. AUTHORITY

This development code interpretation is issued under the authority of sections 19.15.030 and 19.15.160 of the Mercer Island City Code (MICC).

C. ISSUE

MICC 19.06.110(B), *Variances,* imposes a hardship criterion that requires applicants requesting variances in residential zones to demonstrate that strict enforcement of Title 19 MICC will prevent the construction of a single-family dwelling on a legally created residentially zoned lot. MICC 19.06.110(B)(2)(a).

Can the City grant a variance from numeric standards for a non-residential structure sited in a residential zone, if under MICC 19.06.110(B)(1), all criteria in subsection(B)(2)(a) through (B)(2)(h) must be met, and that for a variance to lot coverage standards, the criteria in subsection (B)(2)(a) through (B)(2)(i) must be met?

D. BACKGROUND

The hardship criterion contained in MICC 19.06.110(B)(2)(a) was adopted by Ordinance No. 17C-15 on September 19, 2017. The criterion contained in MICC 19.06.110(B)(2)(i), relating to variances as to lot coverage for specific non-residential structures, existed in the MICC prior to the adoption of Ordinance No. 17C-15. However, that language was moved to MICC 19.06.110(B)(2)(i) within Ordinance No. 17C-15 to consolidate criteria relating to variances.

E. FINDINGS

1. Per MICC 19.15.160, the Code Official may issue a written interpretation of the meaning or application of provisions of the development code.[1]
2. This written interpretation is intended to interpret the scope of the hardship criteria as applied to non-residential structures in residential zones.
3. MICC 19.06.110(B)(1)(a) could be read to foreclose variances from numeric standards for non-residential structures in residential zones because the hardship criterion limits the application of variances to instances where strict application of Title 19 would prohibit construction of one single family residence on a legally created residential lot. The applicant or property owner of a non-residential structure would not be able to demonstrate an unnecessary hardship because there are no circumstances where the adopted standards of Title 19 MICC are preventing construction of a single-family dwelling; rather the applicant or property owner is seeking a variance for a non-residential structure. It is not Title 19 that would preclude the construction of a residential structure, but rather the choice of the applicant or property owner. However, MICC 19.06.110(B)(2)(i) explicitly affords the applicant or property owner of a non-residential structure the opportunity for a variance from impervious surface standards for particular types of non-residential structures.
4. This apparent conflict within MICC 19.06.110(B) requires interpretation to administer.
5. A plain reading of MICC 19.06.110(B), giving meaning to all of the text within that section, results in the following conclusions:
   a. Non-residential structures in residential zones are generally precluded from receiving variances from numeric standards of Title 19, because they cannot meet the hardship criterion—to wit, they cannot demonstrate that Title 19 prevents the construction of a single-family dwelling on a legally created residential lot.
   b. The one exception is that certain enumerated non-residential structures (public and private schools, religious institutions, private clubs, and public facilities) within residential zones with slopes of less than 15 percent ***can*** receive a variance to increase impervious surface to a maximum of 60 percent if the Hearing Examiner determines the applicant has demonstrated satisfaction of the criteria contained within MICC 19.06.110(B)(2)(i)(i-iv).
   c. Further, an applicant or property owner would also be required to demonstrate the other criteria outlined in subsection (B)(2)(a) through (B)(2)(i), with the exception of being able to demonstrate inability to construct a single-family residence on a legally created residential lot. The applicant or property owner would still have to demonstrate an unnecessary hardship to the property owner, because the first sentence of MICC 19.06.110(B)(2)(a) requires proof that "[t]he strict enforcement of the provisions of this title will create an unnecessary hardship to the property owner."
6. As discussed further below, the legislative history relating to Ordinance No. 17C-15 supports this conclusion. During the process of adopting Ordinance No. 17C-15, discussion between the City Council and the City's then Community Planning and Development (CPD) Director reflected an intent to greatly reduce the number of variances granted, which was the impetus behind adding the hardship criterion now contained in MICC 19.06.110(B)(2)(a).
7. In issuing an interpretation, the Code Official is directed to consider eight factors specified in MICC 19.15.160(A). These factors are:

(1.) The plain language of the code section in question;

Analysis: A reading of the plain language of MICC 19.06.110 results in the following findings:

[1] Under the MICC, variances are granted by the Hearing Examiner. MICC 19.15.030 and Tables A-B.

i. MICC 19.06.110(B), *Variances,* imposes a hardship criterion; an applicant or owner applying for variance must show that strict enforcement of Title 19 will create an unnecessary hardship to the property owner. MICC 19.06.110(B)(2)(a). For properties in residential zones, "unnecessary hardship" is limited to those circumstances where the adopted standards of Title 19 MICC prevent the construction of a single-family dwelling on a legally created residential zoned lot. *Id.*

ii. However, MICC 19.06.110(B)(2) also includes a criterion for variances to impervious surface standards for "[p]ublic and private schools, religious institutions, private clubs and public facilities in single-family zones with slopes of less than 15 percent." MICC 19.06.110(B)(2)(i).

iii. MICC 19.06.110(B)(1) further provides: "[a] variance shall be granted by the city only if the applicant can meet all criteria in subsections (B)(2)(a) through (B)(2)(h) of this section. A variance for increased lot coverage for a regulated improvement pursuant to subsection (B)(2)(i) of this section shall be granted by the city only if the applicant can meet criteria in subsections (B)(2)(a) through (B)(2)(i) of this section."

(2.) Purpose and intent statement of the chapters in question;

Analysis: Chapter 19.06 MICC does not contain a general purpose statement; however, MICC 19.06.110(B)(1) provides a purpose statement for the MICC section in question: "*Purpose.* An applicant or property owner may request a variance from any numeric standard, except for the standards contained within chapter 19.07 MICC. A variance shall be granted by the city only if the applicant can meet all criteria in subsections (B)(2)(a) through (B)(2)(h) of this section. A variance for increased lot coverage for a regulated improvement pursuant to subsection (B)(2)(i) of this section shall be granted by the city only if the applicant can meet criteria in subsections (B)(2)(a) through (B)(2)(i) of this section."

(3.) Legislative intent of the city council provided with the adoption of the code sections in question;

Analysis: Review of the legislative history of MICC 19.06.110(B) results in the following findings:

i. On September 19, 2017, the Mercer Island City Council adopted Ordinance No. 17C-15, adding the unnecessary hardship criterion currently contained in MICC 19.06.110(B)(2)(a).

ii. The minutes from the relevant City Council meetings indicate the following:
The July 5, 2017 minutes contains the following discussion:

Variance Criteria:

- Planning Commission Recommendation: prohibit / limit variances to GFA, minimum lot size, height, fence height and staff does not recommend adopting this amendment
- Alternative: Limit variance approvals to those circumstances where a house could not otherwise be built on a legal, residential lot and remove ambiguous language regarding groundcover, trees, physical condition of the lot from "d."

Council Direction: Staff propose a solution for "flag lots." Support alternative to limit variance approvals to those circumstances where a house could not otherwise be built on a legal, residential lot and remove ambiguous language regarding groundcover, trees, physical condition of the lot from "d."

iii. The packet from the July 5, 2017, reading of the later adopted ordinance included the following discussion of the options before City Council with respect to the hardship criterion ultimately added to MICC 19.06.110(B)(2)(a):

			Variance Criteria		
17	Page 71 – Variances	Allow for an application for a variance to any numeric standard, except for the standards in Chapter 19.07.	Prohibit the application for a variance to minimum lot area requirements, gross floor area, building height, or lot coverage.	Dan Grausz	Staff does not recommend adopting this amendment. There are some circumstances where allowing for a variance to these standards is appropriate to avoid a regulatory takings. The variance criteria have been revised to limit variances to only those circumstances where a variance is warranted.

Draft Page #	Planning Commission Recommendation	Proposed Amendment	Source	Staff Recommendation / Rationale
		Alternatively, limit variance approvals to those situations where a property owner cannot both comply with existing standards and build a home on a legally created residential lot.		Staff recommends further revising the criteria for approval. In particular, staff recommends limiting variances to situations where a property owner cannot comply with all of the development standards and build a new single family home. This item was discussed by the Planning Commission.

iv. The discussion between the then CPD Director and City Council regarding the hardship criterion further indicates the intent of restricting variances in residential zones only to those instances where a variance is necessary to permit the construction of a single-family residence on a legally created residential lot.

v. The Code Official is unaware of any discussion by City Council or other materials regarding the resulting conflict between the language in MICC 19.06.110(B)(2)(a) and the language in MICC 19.06.110(B)(2)(i).

(4.) Policy direction provided by the Mercer Island comprehensive plan;

Analysis: Review of the Comprehensive Plan results in the following findings:

(1) The Comprehensive Plan envisions Mercer Island as a residential community:

(a) "Mercer Island prides itself on being a residential community. As such, most of the Island's approximately 6.2 square miles of land area is developed with single family homes." [Land Use Element, Introduction]

(b) "Single family residential zoning accounts for 88 percent of the Island's land use. There are 3,534 acres zoned for single family residential development. This compares to 77 acres in the Town Center zones, 19 acres for Commercial Office zone, and 103 acres in multi-family zones (Table 2). City Hall is located in a Commercial Office zone, while other key civic buildings such as the Post Office and the Main Fire Station are located in the Town Center and City Hall. Many of the remaining public buildings, schools, recreational facilities and places of religious worship are located in residential or public zones." [Land Use Element, II Existing Conditions and Trends, Areas outside the Town Center]

(c) "OUTSIDE THE TOWN CENTER (1) The community needs to accommodate two important planning values — maintaining the existing single family residential character of the Island, while at the same time planning for

population and housing growth." [Land Use Element, IV. Land Use Issues, Outside the Town Center (1)]

(2) A primary component of the housing element is the City's desire to protect single-family residential neighborhoods through development regulations and other City codes which restrict the bulk and scale of buildings, control noise and nuisances, minimize the impact of non-residential uses and help preserve the natural environment. City code provisions were specifically designed to protect residential areas from incompatible uses and promote bulk and scale consistent with the existing neighborhood character. This includes limiting the size and scope of nonresidential uses to be consistent with existing neighborhood character.

(a) "Housing Element

III. Neighborhood Quality

Mercer Island single family neighborhoods pride themselves on their narrow, quiet streets and dense plantings. The City protects these neighborhoods through development regulations and other City codes which restrict the bulk and scale of buildings, control noise and nuisances, minimize the impact of non-residential uses and help preserve the natural environment. Parks, open spaces and trails also contribute to the neighborhood quality." [Housing Element, III. Neighborhood Quality]

(b) "GOAL 1: -

Ensure that single family and multi-family neighborhoods provide safe and attractive living environments, and are compatible in quality, design and intensity with surrounding land uses, traffic patterns, public facilities and sensitive environmental features.

1.1 Ensure that zoning and City code provisions protect residential areas from incompatible uses and promote bulk and scale consistent with the existing neighborhood character." [Housing Element, III. Neighborhood Quality, Goal 1.1]

(3) The Comprehensive Plan evidences an intent to retain certain non-residential structures located in residential zones. However, the Comprehensive Plan is silent on whether such structures would be eligible for variances from otherwise applicable numerical standards.

(a) "GOAL 17: -

With the exception of allowing residential development, commercial designations and permitted uses under current zoning will not change.

17.4 Social and recreation clubs, schools, and religious institutions are predominantly located in single family residential areas of the Island. Development regulation should reflect the desire to retain viable and healthy social, recreational, educational, and religious organizations as community assets which are essential for the mental, physical and spiritual health of Mercer Island." [Land Use Elements, IV Land Use Issues Outside the Town Center]

(4) The Comprehensive Plan also evidences an intent to preserve existing conditions and to generally permit changes only through amendments to the development code, rather than through granting numerous of variances to that development code. At the same

time, there is also recognition that some non-residential structures and uses are compatible with residential zones.
(a) "GOAL 15: -
Mercer Island should remain principally a low density, single family residential community.
15.1 Existing land use policies, which strongly support the preservation of existing conditions in the single family residential zones, will continue to apply. Changes to the zoning code or development standards will be accomplished through code amendments.
15.2 Residential densities in single family areas will generally continue to occur at three to five units per acre, commensurate with current zoning. However, some adjustments may be made to allow the development of innovative housing types, such as accessory dwelling units and compact courtyard homes at slightly higher densities as outlined in the Housing Element.
...
15.4 As a primarily single family residential community with a high percentage of developed land, the community cannot provide for all types of land uses. Certain activities will be considered incompatible with present uses. Incompatible uses include landfills, correctional facilities, zoos and airports. Compatible permitted uses such as education, recreation, open spaces, government social services and religious activities will be encouraged." [Land Use Elements, IV Land Use Issues Outside the Town Center].

(5.) Relevant judicial decisions;

Analysis: The Code Official is unaware of any relevant judicial decisions related to this issue. However, the Code Official is aware of several cases regarding code interpretation. Municipal ordinances are subject to the same rules of statutory interpretation as are statutory enactments. *Hassan v. GCA Production Services, Inc.,* 17 Wn.App. 625, 637, 487 P.3d 203 (2021). Additionally, the goal of code interpretation is to give effect to the intentions of the drafters. *Jametsky v. Olsen,* 179 Wash. 2d 756, 762, 317 P.3d 1003, 1006 (2014). Absurd results are to be avoided in construing ambiguous language, although the principle is to be used sparingly. *Seattle Hous. Auth. v. City of Seattle*, 3 Wash. App. 2d 532, 538–39, 416 P.3d 1280, 1283 (2018); *Samish Indian Nation v. Wash. Dep't of Licensing*, 14 Wash.App.2d 437, 444, 471 P.3d 261 (2020). Further, when possible, legislation must be construed so that no clause, sentence, or word is rendered superfluous, void, or insignificant. *Coates v. City of Tacoma*, 11 Wash. App. 2d 688, 695, 457 P.3d 1160, 1164 (2019).

(6.) Consistency with other regulatory requirements governing the same or similar situation;

Analysis: The Code Official is unaware of other regulatory requirements governing the same or similar situations.

(7.) The expected result or effect of the interpretation; and

Analysis: The interpretation will result in clarifying the position of the Code Official in that the MICC prohibits variances from numerical standards for non-residential structures in residential zones, with the sole exception of the specific types of non-residential structures enumerated in MICC 19.06.110(B)(2)(i) from impervious surface standards.

(8.) Previous implementation of the regulatory requirements governing the situation.
Analysis: The Code Official is unaware of any previous implementation of regulatory requirements relating to variances for non-residential structures within residential zones since the addition of the hardship criterion in September 2017.

F. CONCLUSIONS

1. MICC 19.06.110(B) contains conflicting language as to variances for non-residential structures in residential zones. Reconciling this conflict, the Code Official makes the following interpretations:
   a. The specifically enumerated non-residential structures listed in MICC 19.06.110 (B)(2)(i) are eligible to receive a variance from impervious surface standards if:
      i. The Hearing Examiner finds that the criteria contained within MICC 19.06.110(B)(2)(i)(i-iv) have been satisfied, and
      ii. The Hearing Examiner finds compliance with the other criteria enumerated in subsection (B)(2)(a) through (i), including demonstrating an unnecessary hardship, per subsection (B)(2)(a), but disregarding the second sentence of (B)(2)(a) due to the conflict with subsection (B)(2)(i).

   b. The MICC prohibits other variances from numerical standards for non-residential structures in residential zones.

2. Both conclusions enumerated above are based upon the following:
   a. It is apparent from the relevant legislative history that City Council's stated intent was to restrict variances in residential zones only to those circumstances in which construction of a single-family residence upon a legally created residential lot would be prohibited. The Code Official did not find any evidence that City Council was aware of the conflict between MICC 19.06.110(B)(2)(a) and (B)(2)(i).

      Because the language regarding variances from impervious surface standards for certain specified non-residential structures in residential zones was also reorganized by City Council to MICC 19.06.110(B) contemporaneously with the creation of the hardship criterion, it is the position of the Code Official that the language in MICC 19.06.110(B)(2)(i) must be also given effect as a narrow exception to the prohibition against variances for non-residential structures in residential zones as put forth in MICC 19.06.110(B)(2)(a). This conclusion is necessary in order to give the fullest effect to the legislative enactment of the City Council.

   b. Utilizing statutory interpretation principles, the Code Official is required to construe the MICC to give the fullest effect to the legislative intent of the City Council, to utilize the principles of avoiding absurd results (but in a sparing manner), and to avoid making code language superfluous, void, or insignificant. Other than variances from impervious surface standards, no other variances for non-residential structures within residential zones are listed in MICC 19.06.110(B)(2).

   c. There is nothing in the City's Comprehensive Plan to contradict the conclusions of the Code Official. The Comprehensive Plan prioritizes residential uses while also recognizing certain non-residential uses within residential zones. The interpretation of the Code Official does not prohibit the siting of non-residential structures in residential zones where otherwise permitted, but it does limit the type of variances available for such structures.

G. INTERPRETATION

The specifically enumerated non-residential structures listed in MICC 19.06.110 (B)(2)(i) are eligible to receive a variance from impervious surface standards if the Hearing Examiner determines the application has demonstrated satisfaction of the criteria contained within MICC 19.06.110(B)(2)(i)(i-iv) and the applicant or property owner demonstrates compliance with the other criteria enumerated in subsection (B)(2)(a) through (i), including demonstrating an unnecessary hardship, per subsection (B)(2)(a), but disregarding the conflicting second sentence of (B)(2)(a).

Having not been expressly included in MICC 19.06.110(B)(2), the position of the Code Official is that all other variances from numerical standards for non-residential structures in residential zones are prohibited by MICC 19.06.110(B)(2)(a).

Exhibit 3

Washington "goes big" on housing in 2023

May 08, 2023



Gov. Jay Inslee signs legislation to help overcome racist real estate covenants that pervaded until the 1960s and caused intergenerational harm.

From Vancouver to Bellingham and Pullman to La Push, the cost of housing has soared. In the last decade, one million new residents arrived while only one-quarter as many homes went up. When demand exceeds supply, prices rise. Rise they have.

Rents are up. Prices are up. Accordingly, homelessness is up. And too many families are just a paycheck away from trouble.

To begin the 2023 legislative session, Gov. Jay Inslee encouraged the Legislature to "go big" to meet the scale of the housing crisis. On Monday, the governor and lawmakers gathered to sign a slate of housing-related bills to clear obstacles to housing construction and right historic wrongs related to housing discrimination.

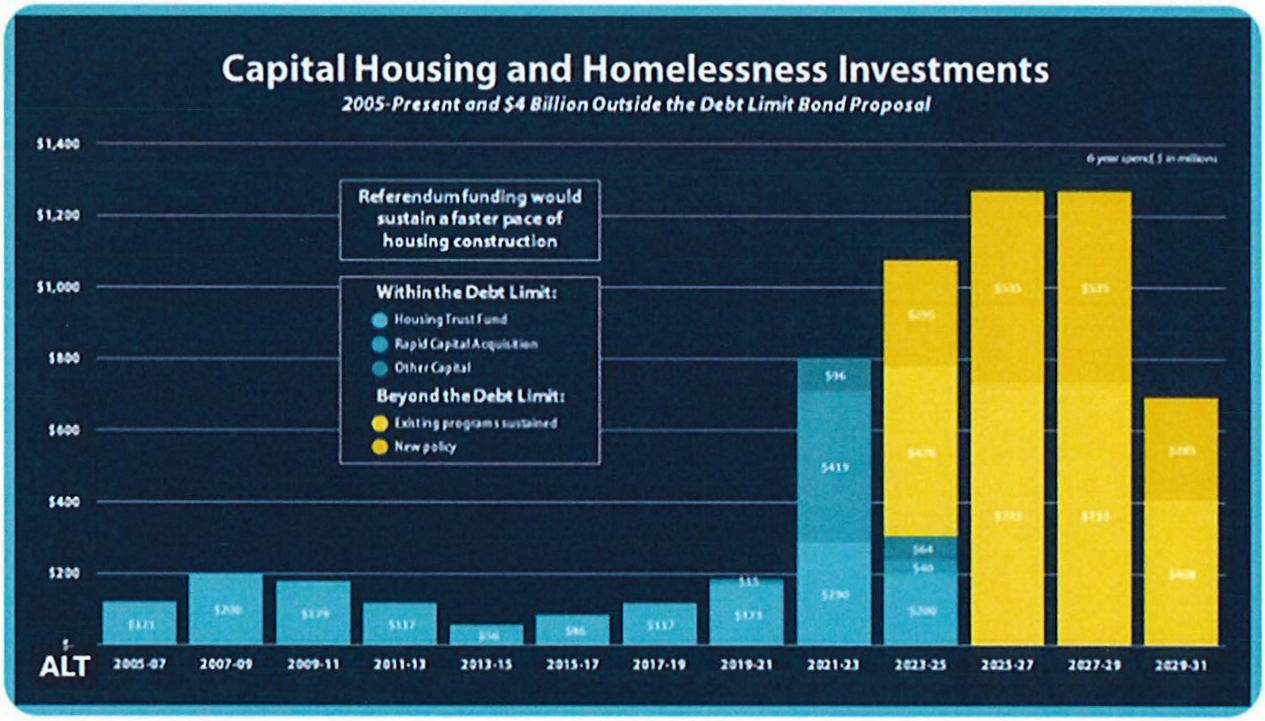
At a later date, the governor will sign a budget that allocates more than $1 billion over the next biennium to address homelessness and affordable housing.

Read the rest of the story on Gov. Inslee's Medium page.

Post

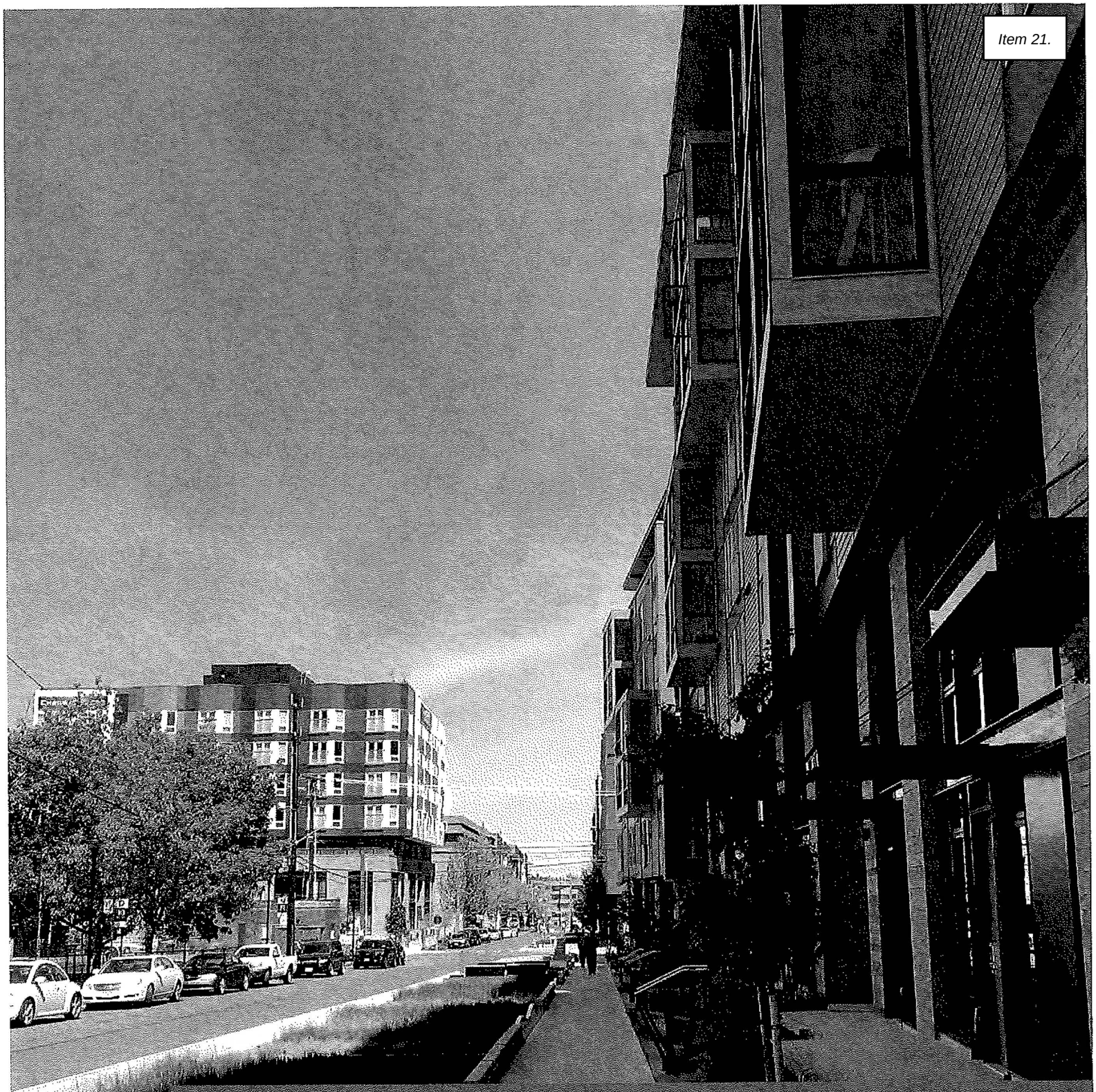
Governor Jay Inslee ✓
@GovInslee

In the past two years we were able to make historic investments to scale up and speed up construction of housing and shelters. The problem is growing, not shrinking, so our response must match the moment. (2/3)



5:26 PM · Mar 20, 2023 · **12.7K** Views

Exhibit 4



Housing

GOAL: *The region preserves, improves, and expands its housing stock to provide a range of affordable, accessible, healthy, and safe housing choices to every resident. The region continues to promote fair and equal access to housing for all people.*

Housing is a basic need for every individual. Yet, residents in many communities in the region are facing an unprecedented challenge in finding and keeping a home that they can afford. The central Puget Sound region is expected to grow by an additional 1.8 million residents and 830,000 households by the year 2050. Simply put, the region needs more housing of varied types in all communities. Meeting the housing needs of all households at a range of income levels is integral to promoting health and well-being and creating a region that is livable for all residents, economically prosperous, and environmentally sustainable.

Housing affordability continues to be a major challenge for the region. The housing market has experienced great highs and lows that have benefitted some and created and exacerbated hardship and inequalities for others. Following the precipitous drop in housing prices and foreclosures of the recession, the region's economic upswing and strong job growth in the 2010s have fueled dramatic increases in rents and home prices. Despite job losses due to the COVID-19 pandemic and the resulting financial impact on many households, home prices have continued to increase in the region. Some may have been able to take advantage of historically low mortgage interest rates or lower rents, while others are in a challenging position due to loss of income and face the potential of eviction or foreclosure. A potentially imbalanced recovery may further the threat of displacement of low-income households and people of color. As a result, housing costs are a greater burden for many households today than a decade ago, leaving less for other basic needs and amenities. Renters, and renters of color in particular, face a considerable shortage of affordable housing opportunities. And these households are often the most at risk of losing their housing and experiencing homelessness.

A primary goal of the Growth Management Act is to make housing affordable to "all economic segments of the population, providing a variety of residential densities and housing types and encouraging preservation of existing housing stock. Local governments are required to plan for housing that meets the varied needs of their diverse communities and residents and to ensure



they are providing sufficient residential zoned land capacity for housing to accommodate 20-year growth targets.

VISION 2050's housing policies respond to the urgency of changing demographics and the need to increase and diversify the region's housing supply. They identify coordinated strategies, policies, and actions to ensure that the region's housing needs are met.

A Regional Challenge

The complexity of addressing the full range of housing needs and challenges requires a coordinated regional-local approach. A coordinated, regionwide effort to build and preserve housing accessible to all residents is not just about housing. It is also about building healthy, complete, and welcoming communities where all families and people, regardless of income, race, family size or need, are able to live near good schools, transit, employment opportunities, and open space.

Through the Regional Growth Strategy, the region has articulated a preferred pattern of urbanization that will help direct new housing development to the urban growth area and designated growth centers while preserving industrial lands. Focusing housing in urban areas, specifically centers and station areas, supports and leverages the region's ongoing prioritization of infrastructure investment in central urban places. To assist counties and cities, PSRC serves as a forum for setting regional priorities and facilitating coordination among its member jurisdictions and housing interest groups.

Through data, guidance, and technical assistance, PSRC encourages jurisdictions to adopt best housing practices and establish coordinated local housing and affordable housing targets. PSRC supports jurisdictions in their development of effective local housing elements, strategies, and implementation plans. Housing data and information tracking the success of various housing efforts are monitored and reported regionally at PSRC.

The Need for Local Action

Local governments play a critical role in housing, including its production and preservation. Local governments possess regulatory control over land use and development. They are key players, both individually and in cooperation with other housing interests, in stimulating various types of development activity through zoning, incentives, and funding, streamlined development review and permitting processes.

Local Housing Responsibilities Under the Growth Management Act

Local housing elements should ensure the vitality and character of established residential neighborhoods and include the following components:

1. an inventory and analysis of existing and projected housing needs,
2. goals, policies, objectives, and mandatory provisions for the preservation, improvement, and development of housing,
3. identification of sufficient land for a range of housing types to match community needs, and
4. adequate provisions for the needs of all economic segments of the community. (RCW 36.70A.070)

There are numerous tools and strategies available to local governments to encourage housing diversity and promote affordable housing. Many of these tools can be applied in a manner that is tailored to and respectful of local market conditions, community characteristics, and the vision for growth embodied in local comprehensive plans. Since VISION 2040 was adopted in 2008, housing planning and implementation has advanced through the ongoing work of state, regional, and local agencies and organizations. These efforts have yielded new resources, promoted best practices, established community-based housing strategies, and coordinated efforts across multiple jurisdictions.

Housing Choices to Reflect Changing Demographics

The characteristics of the region's households have been changing over time and will continue to do so. The size of the average household has been decreasing. Fewer people are living in family households with two parents and children. More households are comprised of singles, couples without children, or single-parent families. Many households have two or more workers. The region's population is becoming far more racially and ethnically diverse. As the population ages and new generations enter the housing market, there will be demands and preferences for new and different types of housing. While the region has a changing population with a wide range of housing needs, the vast majority of owner-occupied homes are larger single-family homes. Moderate density housing, ranging from duplexes to townhomes to garden apartments, bridge a gap between single-family housing and more intense multifamily and commercial areas and provide opportunities for housing types that are inclusive to people of different ages, life stages, and income ranges. Regional and local tools can help to promote and incentivize the development and preservation of more moderate density housing to give people greater housing choices, and produce urban densities that support walkable communities, local retail and commercial services, and efficient public transit.

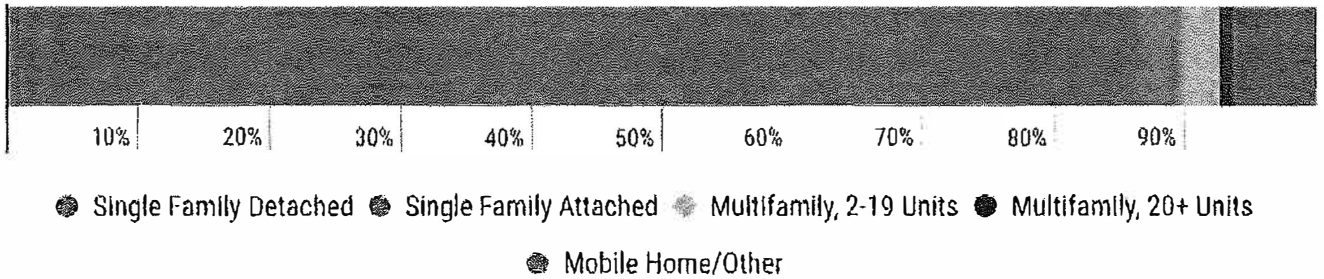
Affordability

The region continues to experience an affordability crisis. Rising housing costs can be particularly devastating for low-income renters, particularly renters of color, many who pay more than 50% of their income on housing. Many middle- and lower-income households struggle to find housing that fits their income in an increasingly competitive and expensive housing market due, in part, to zoning practices that have prevented the development of more affordable, smaller homes, and apartments. Home ownership may seem like less of a reality for potential first-time buyers as home prices continue to climb. This is especially true for people of color, who have been historically excluded from homeownership opportunities.

The central Puget Sound region's housing landscape reflects more than market forces and conditions. It is also the product of decades of public policies and private practices that, throughout the 20th century, often excluded lower income households and immigrant communities, and prevented people of color from accessing housing and living in certain areas. Past and current housing practices have perpetuated substantial inequities in wealth, ownership, and opportunity, and they continue to create barriers to rectifying these conditions. Regional housing work is approached with an awareness of this legacy and of the comprehensive work needed to redress it.

Low- to middle-wage workers – such as teachers, health care professionals, retail workers, administrative personnel, police officers, and firefighters – who are essential to the economic and social vitality of a community, often cannot afford to live in the places where they work. As affordable housing options become scarce, households are forced to move farther from their jobs and communities, resulting in increased traffic congestion and transportation costs and fragmentation of communities. This spatial mismatch also leads to an inability of certain segments of the labor market to fill positions.

Figure 27 – Ownership Housing Stock by Housing Type, Central Puget Sound Region



Source: 2017 American Community Survey

Common Housing Terms

Affordable Housing is commonly defined in terms of housing costs as a percentage of household income. Housing is considered unaffordable when a household's monthly housing costs exceed a certain threshold – most commonly 30% of gross income – thereby reducing the budget available for basic necessities.

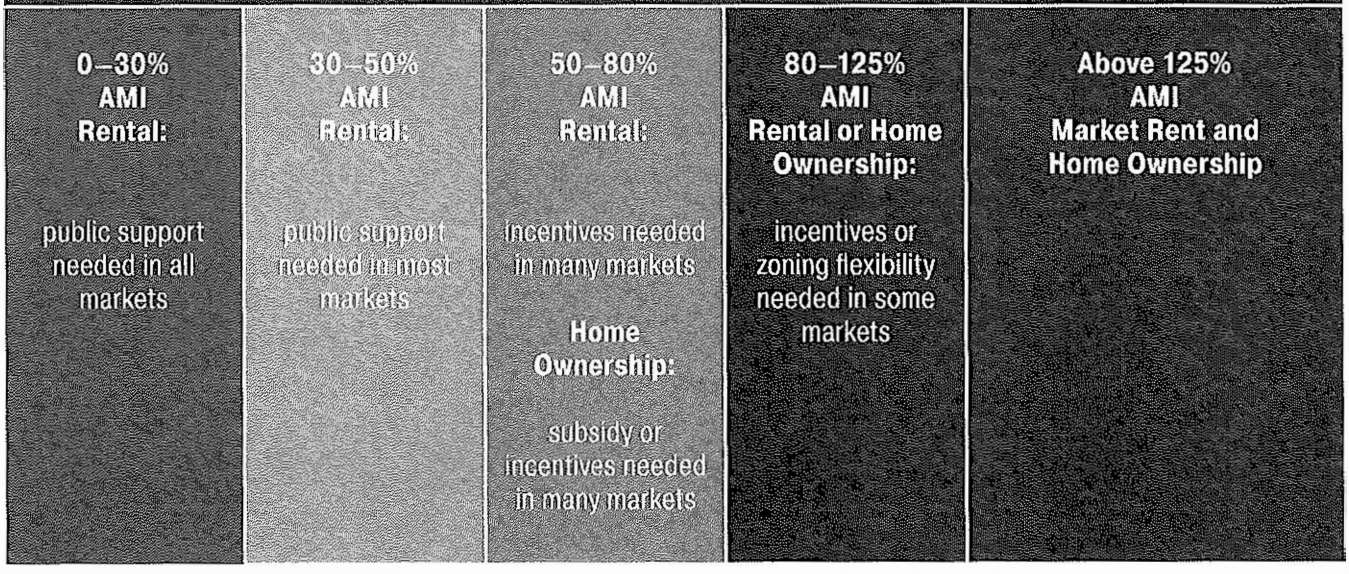
Housing Affordability refers to the balance (or imbalance) between incomes and housing costs within a community or region. A common measurement compares the number of households in certain income categories to the number of units in the market that are affordable at 30% of gross income.

Providing housing affordable to households earning different incomes requires different approaches. To craft effective strategies, it is imperative to understand the types and cost of housing needed in a community relative to the supply of housing available to households at each income level. Over one-third of households in the region earn less than 80% area median income (AMI). Ideally, the supply of housing affordable to moderate and low-income households should mirror the number of households at those income levels. The current distribution of households in the region is:

- 15% of households earn 50-80% AMI (Moderate Income)
- 9% of households earn 30-50% AMI (Low Income)
- 11% of households earn less than 30% AMI (Very Low Income)

Providing affordable units for very low-income residents and providing housing options for residents experiencing homelessness cannot be fully addressed by the private market alone. Public intervention is necessary to ensure housing units

Figure 28 – Lower Housing Costs Require Greater Public Intervention



AMI: Area Median Income. Source: 2016 ACS 1-Year PUMS

are affordable to households at the lowest income levels now and in the future.

While the current housing production rate in 2017 meets the average annual need in the region, the market has yet to make up for the slow growth in the years directly following the recession resulting in a supply and demand imbalance. Increasing the supply of housing throughout the region and providing a variety of housing types and densities for both renters and owners will help the region meet its housing goals. Special emphasis is placed on providing affordable housing for low-, moderate-, and middle-income households across the region, with a focus on promoting housing opportunities near transit, and appropriate housing for special needs populations. VISION 2050 also encourages more homeownership opportunities for low-income, moderate-income, and middle-income households and acknowledges historic and current inequities in access to homeownership opportunities for people of color and how this long history of exclusion and discrimination has prevented communities of color from accessing housing, ownership, and opportunity.

Focusing Housing Near Transit Options

Within the central Puget Sound region, jurisdictions are planning for housing and job growth in places designated for higher densities, a mix of land uses, and transportation choices. Communities across the region are realizing these aims by encouraging infill, redevelopment, and more compact development, especially in designated regional growth centers and around transit stations. However, rents and home prices are rising quickly, making it often challenging to find affordable housing close to jobs.

The region's continuing expansion of high-capacity transit provides one of the best opportunities to expand accessible housing options to a wider range of incomes. Promoting or



requiring affordable housing in walking distance – about ¼ to ½ mile—from high-capacity transit stations and in regional growth centers can help to ensure all residents have opportunities to live in accessible and connected communities. Such housing will be particularly valuable to low-income households, who are the most dependent on transit and are at risk for displacement as housing costs rise.

Displacement and Community Stability

Displacement occurs when housing or neighborhood conditions force residents to move. Displacement can be physical, when building conditions deteriorate or are taken off the market for renovation or demolition, or economic, as costs rise. Many communities in the central Puget Sound region, like the Central District in Seattle and the Hilltop neighborhood in Tacoma, have documented displacement. Once physical and economic displacement occur, the social and cultural composition of the neighborhood will be disrupted, thus affecting the cohesion and stability of a community and the well-being of local residents and businesses.

Several key factors can drive displacement: proximity to rail stations, proximity to job centers, historic housing stock, and location in a strong real estate market. Displacement is a regional concern as it is inherently linked to shifts in the regional housing and job market. Many of these factors put communities of color and neighborhoods with high concentrations of renters at a higher risk of displacement.

Regional growth centers and communities near transit are home to more people of color and higher concentrations of poverty than the region as a whole. As these central places connected by transit continue to grow and develop, residents and businesses who contribute to these communities should have the option to remain and take advantage of improved services.

Jobs-Housing Balance

Jobs-housing balance is a planning concept which advocates that housing and employment be close together, with an emphasis on matching housing options with nearby jobs, to reduce the length of commute travel and number of vehicle trips. A lack of housing, especially affordable housing close to job centers, will continue to push demand for affordable homes to more distant areas, increasing commute times and the percentage of household income spent on transportation costs. Housing policies encourage adding housing opportunities to job-rich places. It is imperative that there are a variety of housing choices available to a variety of incomes in proximity to job centers to provide opportunities for residents to live close to where they work regardless of their income. Policies in the Economy chapter promote economic development to bring jobs to all four counties. Policies are also located in the Regional Growth Strategy chapter related to balancing jobs and housing growth.



Housing POLICIES

MPP-H-1
Plan for housing supply, forms, and densities to meet the region's current and projected needs consistent with the Regional Growth Strategy and to make significant progress towards jobs/housing balance.

MPP-H-2
Provide a range of housing types and choices to meet the housing needs of all income levels and demographic groups within the region.

MPP-H-3
Achieve and sustain – through preservation, rehabilitation, and new development – a sufficient supply of housing to meet the needs of low-income, moderate-income, middle-income, and special needs individuals and households that is equitably and rationally distributed throughout the region.

MPP-H-4
Address the need for housing affordable to low- and very low-income households, recognizing that these critical needs will require significant public intervention through funding, collaboration, and jurisdictional action.

MPP-H-5
Promote homeownership opportunities for low-income, moderate-income, and middle-income families and individuals while recognizing historic inequities in access to homeownership opportunities for communities of color.

MPP-H-6
Develop and provide a range of housing choices for workers at all income levels throughout the region that is accessible to job centers and attainable to workers at anticipated wages.

MPP-H-7
Expand the supply and range of housing at densities to maximize the benefits of transit investments, including affordable units, in growth centers and station areas throughout the region.

MPP-H-8
Promote the development and preservation of long-term affordable housing options in walking distance to transit by implementing zoning, regulations, and incentives.

MPP-H-9
Expand housing capacity for moderate density housing to bridge the gap between single-family and more intensive multifamily development and provide opportunities for more affordable ownership and rental housing that allows more people to live in neighborhoods across the region.

MPP-H-10
Encourage jurisdictions to review and streamline development standards and regulations to advance their public benefit, provide flexibility, and minimize additional costs to housing.

MPP-H-11
Encourage interjurisdictional cooperative efforts and public-private partnerships to advance the provision of affordable and special needs housing.

MPP-H-12
Identify potential physical, economic, and cultural displacement of low-income households and marginalized populations that may result from planning, public investments, private redevelopment, and market pressure. Use a range of strategies to mitigate displacement impacts to the extent feasible.

Housing ACTIONS

REGIONAL ACTIONS

H-Action-1

Regional Housing Strategy: PSRC, together with its member jurisdictions, state agencies, housing interest groups, housing professionals, advocacy and community groups, and other stakeholders will develop a comprehensive regional housing strategy to support the 2024 local comprehensive plan update. The housing strategy will provide the framework for regional housing assistance (see H-Action-2, below) and shall include the following components:

- In the near term, a regional housing needs assessment to identify current and future housing needs to support the regional vision and to make significant progress towards jobs/housing balance and quantify the need for affordable housing that will eliminate cost burden and racial disproportionality in cost burden for all economic segments of the population, including those earning at or below 80 percent of Area Median Income throughout the region. This will provide necessary structure and focus to regional affordable housing discussions
- Strategies and best practices to promote and accelerate: housing supply, the preservation and expansion of market rate and subsidized affordable housing, housing in centers and in proximity to transit, jobs-housing balance, and the development of moderate-density housing options
- Coordination with other regional and local housing efforts

H-Action-2

Regional Housing Assistance: PSRC, in coordination with subregional, county, and local housing efforts, will assist implementation of regional housing policy and local jurisdiction and agency work. Assistance shall include the following components:

- Guidance for developing local housing targets (including affordable housing targets), model housing policies, and best housing practices
- Technical assistance, including new and strengthened tools, to support local jurisdictions in developing effective housing strategies, action plans, and programs
- Collection and analysis of regional housing data, including types and uses of housing and effectiveness of zoning, regulations, and incentives to achieve desired outcomes
- Technical assistance in support of effective local actions to address displacement, including data on displacement risk and a toolbox of local policies and actions

H-Action-3

State Support and Coordination: PSRC will monitor and support as appropriate members' efforts to seek new funding and legislative support for housing; and will coordinate with state agencies to implement regional housing policy.

LOCAL ACTIONS

H-Action-4

Local Housing Needs: Counties and cities will conduct a housing needs analysis and evaluate the effectiveness of local housing policies and strategies to achieve housing targets and affordability goals to support updates to local comprehensive plans. Analysis of housing opportunities with access to jobs and transportation options will aid review of total household costs.

H-Action-5

Affordable Housing Incentives: As counties and cities plan for and create additional housing capacity consistent with the Regional Growth Strategy, evaluate and adopt techniques such as inclusionary or incentive zoning to provide affordability.

H-Action-6

Displacement: Metropolitan Cities, Core Cities, and High Capacity Transit Communities will develop and implement strategies to address displacement in conjunction with the populations identified of being at risk of displacement including residents and neighborhood-based small business owners.

H-Action-7

Housing Choice: Counties and cities will update regulations and strategies to reduce barriers to the development and preservation of moderate density housing to address the need for housing between single-family and more intensive multifamily development, consistent with the Regional Growth Strategy.

H-Action-8

Housing Production: Counties and cities will review and amend, where appropriate and consistent with the Regional Growth Strategy, development standards and regulations to reduce barriers to the development of housing by providing flexibility and minimizing additional costs.

DOCKET REQUEST FORM

The following information is required. Failure to complete this form may result in the application being incomplete. Incomplete applications will not be considered during the annual docket process.

APPLICANT INFORMATION

Name: Matthew Goldbach

Address: 9980 SE 40th St, Mercer Island, WA 98040

Phone: 954-806-2489

Email: blkship@yahoo.com

AGENT/CONSULTANT/ATTORNEY

Complete this section if the primary contact is different from the applicant.

Name:

Address:

Phone:

Email:

REQUEST INFORMATION

Important: A separate Docket Request Form must be completed for each docket item requested.

Is this request related to a specific property or zone? Yes ☐ No X

If yes, please complete the following information:

Property Owner Name:

Address:

County Assessor's Parcel No.:

Parcel Size (sq. ft.):

If the application is submitted by an agent/consultant/attorney, please attach a signed letter of consent from all owners of the affected property demonstrating that that the application is submitted with consent.

Is this request for a Comprehensive Plan amendment or a development code amendment?

Comprehensive Plan Amendment ☐ Development code Amendment X

Is this submission a ***suggestion*** for a Comprehensive Plan or Development Code amendment, or is this an ***application*** for a specific amendment? (Check one box below.)

Note: Applications are subject to applicable permit fees.

Suggestion X Application ☐

DOCKET REQUEST NARRATIVE – REQUIRED FOR ALL APPLICATIONS

Please attach a separate narrative responding to all five (5) questions outlined below. Attach additional sheets, supporting maps, or graphics as necessary. Answer each question separately and reference the question number in your answer.

The application will be considered incomplete without a narrative answering all five questions.

1. Please provide a detailed description of the proposed amendment and a clear statement of what the proposed amendment is intended to accomplish.
   a. Indicate the specific Comprehensive Plan Elements, maps, goals or policies or the specific sections of the development code you propose to amend.
   b. If the proposal would amend existing Comprehensive Plan or development code text, please provide the proposal in underline/strikeout format with text to be added indicated by underlining and text to be deleted indicated with ~~strikeouts~~.
   c. If a map amendment is proposed, please provide a map that clearly outlines the areas proposed to be changed.
2. How does the proposal benefit the community or the environment?
3. Explain how the request relates to the applicable decision criteria (MICC 19.15.250(D) for code amendments, and MICC 19.15.230(F) for Comprehensive Plan amendments, see below).
4. For Comprehensive plan amendments: Is the proposal consistent the Growth Management Act and King County Countywide Planning Policies?
5. For development code amendments: How does the proposal align with the goals of the City's Comprehensive Plan?

Please sign and date below acknowledging application requirements.

Signature: _____ **Date:** Sept 23 2025

THIS AREA LEFT INTENTIONALLY BLANK

Please attach a separate narrative responding to the above questions.

SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

PROPOSED AMENDMENTS: MICC 19.04.040 PARKING

1) Amendment to MICC 19.04.040 A. Applicability.
2) Amendment to MICC 19.04.040 B. (9) Parking Variances.
3) Amendment to MICC 19.040 E. Cooperative Minimum Parking Reductions. 25% reduction of necessary parking spaces.

SUGGESTED CODE AMENDMENTS

I suggest MICC 19.04.040 A. be amended to provide – or clarify -- that MICC 19.04.040 does not apply to residentially-zoned properties.

I suggest that MICC 19.040 B. (9) that grants the code official broad discretion to grant variances from any parking minimums be eliminated.

I suggest that MICC 19.04.040 E. that grants the code official discretion to reduce cooperative parking minimums 25% be eliminated.

ANALYSIS

1. **MICC 19.04.040 A. states:**

   A. The following parking requirements apply to all uses in the C-O and B zones and to all nonresidential uses in the PBZ zone.

   Despite the plain language of this Code Provision, the CPD interprets this Code provision to allow the CPD to reduce the necessary parking spaces on a residential property in the

residential zone, and furthermore, interprets this Code provision to allow a property zoned C-O, B or PBZ zones to shift its required parking to an adjacent residentially-zoned property and then reduce the necessary parking spaces by 25% or entirely.

This Code provision is to clarify for the CPD that the plain language of 19.04.040 A. does not apply to residential properties. To the extent the CPD argues that 19.04.040 A. is ambiguous, this Code provision is to clarify and remove any ambiguity that 19.04.040 A. does not apply to parking on a residential property, whether for use on the residential property or for a use on adjacent property zoned C-O, B, or PBZ.

2. MICC 19.04.040 B. (9) states:

B. 9. Variances. Notwithstanding any of the minimum parking requirements set out in subsection C of this section, the code official may grant variances from the minimum parking requirements with the approval of the city engineer and the design commission for projects reviewable by the design commission.

3. MICC 19.040 E. states:

E. Cooperative parking. Cooperative parking between two or more adjoining property owners is allowed; provided, the code official, with approval from the design commission and city engineer, may reduce the total required spaces by 25 percent of the total combined required spaces when the applicant has demonstrated that no adverse impact will occur due to the reduced number of stalls.

ANALYSIS:

MICC 19.040 B. (9) and E. violate HB 1220 that requires development codes to have objective criteria. In fact, under MICC 19.04.040 B. (9) the code official can eliminate any parking minimums.

Furthermore, with the sunsetting of the Design Commision, there is no citizen review of the code official's broad discretion under MICC 19.04.040. Any review before the Hearing Examiner would be superfluous because of the broad discretion granted to the code official.

Parking minimums need to be parking minimums. The code official's broad discretion to reduce parking minimums 25% or completely is contrary to the intent of the MICC and HB 1220 especially if as the CPD interprets MICC 19.04.040 to apply to residentially-zoned properties.

DOCKET REQUEST FORM

The following information is required. Failure to complete this form may result in the application being incomplete. Incomplete applications will not be considered during the annual docket process.

APPLICANT INFORMATION

Name: Daniel P. Thompson

Address: 7265 North Mercer Way, Mercer Island, WA 98040

Phone: 206-622-0670

Email: danielpthompson@hotmail.com

AGENT/CONSULTANT/ATTORNEY

Complete this section if the primary contact is different from the applicant.

Name:

Address:

Phone:

Email:

REQUEST INFORMATION

Important: A separate Docket Request Form must be completed for each docket item requested.

Is this request related to a specific property or zone? Yes ☐ No ☑

If yes, please complete the following information:

Property Owner Name:

Address:

County Assessor's Parcel No.:

Parcel Size (sq. ft.):

If the application is submitted by an agent/consultant/attorney, please attach a signed letter of consent from all owners of the affected property demonstrating that that the application is submitted with consent.

Is this request for a Comprehensive Plan amendment or a development code amendment?

Comprehensive Plan Amendment ☐ Development code Amendment ☑

Is this submission a ***suggestion*** for a Comprehensive Plan or Development Code amendment, or is this an ***application*** for a specific amendment? (Check one box below.)

Note: Applications are subject to applicable permit fees.

Suggestion ☑ Application ☐

DOCKET REQUEST NARRATIVE – REQUIRED FOR ALL APPLICATIONS

Please attach a separate narrative responding to all five (5) questions outlined below. Attach additional sheets, supporting maps, or graphics as necessary. Answer each question separately and reference the question number in your answer.

The application will be considered incomplete without a narrative answering all five questions.

1. Please provide a detailed description of the proposed amendment and a clear statement of what the proposed amendment is intended to accomplish.
   a. Indicate the specific Comprehensive Plan Elements, maps, goals or policies or the specific sections of the development code you propose to amend.
   b. If the proposal would amend existing Comprehensive Plan or development code text, please provide the proposal in underline/strikeout format with text to be added indicated by underlining and text to be deleted indicated with ~~strikeouts~~.
   c. If a map amendment is proposed, please provide a map that clearly outlines the areas proposed to be changed.
2. How does the proposal benefit the community or the environment?
3. Explain how the request relates to the applicable decision criteria (MICC 19.15.250(D) for code amendments, and MICC 19.15.230(F) for Comprehensive Plan amendments, see below).
4. For Comprehensive plan amendments: Is the proposal consistent the Growth Management Act and King County Countywide Planning Policies?
5. For development code amendments: How does the proposal align with the goals of the City's Comprehensive Plan?

Please sign and date below acknowledging application requirements.

Signature: _____ **Date:** Sept. 30, 2025

THIS AREA LEFT INTENTIONALLY BLANK

Please attach a separate narrative responding to the above questions.

I

SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.02.020 Residential Development
Standards MICC 19.02.020(D)(2)(a)
Gross Floor Area

Suggested Code Amendment:

I suggest MICC 19.02.020(D)(2)(a) be amended to reduce ceiling height from 12 feet to 10 feet before it is counted as clerestory space at 150% of GFA.

Analysis:

The Citizens and Council spent approximately three years rewriting the Residential Development Code. A primary motivation in the rewrite was to deal with citizen concern over "massing", or what citizens considered out-of-scale residential development, which the Planning Commission addressed as Gross Floor Area to Lot Area Ratio (GFAR).

One of the factors that increased GFAR and led to the code rewrite was Administrative Interpretation 13-01 that allowed all clerestory space to be counted as 100% GFA.

Massing is a three-dimensional concept based on the exterior volume of the house. Whether interior space is counted as GFA or not, it is a reality in the exterior volume, or massing, of the house. GFA, meanwhile, is a two-dimensional term subject to exemption.

Ten-foot ceiling height is the industry standard for a maximum non-cathedral ceiling. The Planning Commission never recommended a 12-foot ceiling height in its recommendation to the Council, but recommended 10 feet. 12 feet was the sudden recommendation of former council member Dan Grausz at the Council's final adoption hearing for the new Residential Development Code.

A ceiling height of 12 feet, before counting as clerestory space allows each floor of a two-story house to increase its interior and exterior volume by 20%, directly contrary to the goals of the RDS. Furthermore, it creates a much greater need for heating and cooling, and is contrary to the purposes of green building standards.

12 Foot Ceiling Heights Are Inconsistent With The Climate Action Plan And Land Use Goal 27.6.4.

Land Use Goal 27.6.4 adopted by this Planning Commission reads:

> *"Reducing greenhouse gas emissions from the construction, heating, and cooling of residential structures by encouraging smaller single family residential housing units, including moderate density housing and the use of green building materials and techniques."*

Twelve foot ceilings create an additional 20% of interior house volume to heat and cool with **no** increase in livable square footage for the homeowner. This 20% at the top of the ceiling is the most intensive to heat and cool without increasing usable house gross floor area on the Island one inch.

As a result, 12 ft high ceilings before counting as clevestory space is inconsistent with The Climate Action Plan and Land Use Goal 27.6.4.

3. *Intrusions Into required yards,*

   a. *Minor building elements.*

      i. Except as provided in subsection {C)(3)(a)(ii) of this section, porches, chimney(s) and fireplace extensions, window wells, and unroofed, unenclosed outside stairways and decks shall not project more than three feet into any required yard. Eaves shall not protrude more than 18 inches into any required yard.

      ii. No penetration shall be allowed into the minimum side yard setback abutting an interior lot line except where an existing flat-roofed house has been built to within 18 inches of the interior side yard setback !ine and the roof is changed to a pitched roof with a pitch of 2:12 or steeper, eaves may penetrate up to 18 inches into the side yard setback.

   b. *Hardscape and driveways. Hardscape* and driveways not more than 30 inches above existing grade or finished grade, whichever is lower, may be located in any required yard; provided, that driveways may exceed the 30-inch limit when a permit applicant demonstrates the proposed height is the minimum feasible to meet the standards in MICC9.09.040.

   c. *Fences, retaining walls and rockeries Fences,* retaining walls and rockeries are allowed in required yards as provided in MICC 19.02.050.

   d. *Garages and other accessory buildings. Garages* and other accessory buildings are not allowed in required yards, except as provided in MICC19.02.040.

   e. *Heat pumps, air compressors, air conditioning units, and other similar mechanical equipment heat* pumps, air compressors, air conditioning units, and other similar mechanical equipment may be located within any required yard provided they will not exceed the maximum permissible noise levels set forth in WAC 173-60-040, which is hereby incorporated as though fully set forth herein. Any such equipment shall not be located within three feet of any lot line.

   f. *Architectural features. Detached,* freestanding architectural features such as columns or pedestals that designate an entrance to a walkway or driveway and do not exceed 42 inches in height are allowed in required yards.

   g. *Other structures. Except* as otherwise allowed in this subsection (()(3), structures over 30 inches in height from existing grade or finished grade, whichever is lower, may not be constructed in or otherwise intrude into a required yard.

4. *Setback deviation.* The code official may approve a deviation to front, side, and rear setbacks pursuant to MICC9.15.040.

D. *Gross floor area.*

1. Except as provided in subsection (D){3) of this section, the gross floor area shall not exceed:

   a. R-8.4: 5,000 square feet or 40 percent of the lot area, whichever is less.

   b. R-9.6: 8,000 square feet or 40 percent of the lot area, whichever is less.

   c. R-12: 10,000 square feet or 40 percent of the lot area, whichever is less.

   d, R-15: 12,000 square feet or 40 percent of the lot area, whichever is less.

2. *Gross floor area calculation. The* gross floor area is the sum of the floor area(s) bounded by the exterior faces of each building on a residential lot, provided:

   a. The gross floor area shall be 150 percent of the floor area of that portion of a room(s) with a ceiling height of ~~12~~ feet to 16 feet, measured from the floor surface to the ceiling, 10 feet

   b. The gross floor area shall be 200 percent of the floor area of that portion of a room(s) with a ceiling height of mare than 16 feet, measured from the floor surface to the ceiling.

   c. Staircases shall be counted as a single floor for the first two stories accessed by the staircase. For each additional story above two stories, the staircase shall count as a single floor area. For example, a staircase with a ten-foot by ten-foot dimension that accesses three stories shall be accounted as 200 square feet (100 square feet for the first two stories, and 100 square feet for the third story).

   d. For the purposes of calculating allowable gross floor area, lots created in a subdivision through MIC(9.08.03CXG). Optional standards for development, may apply the square footage from the open space tract to the lot area not to exceed the minimum square footage of the zone in which the lot is located,

3. *Allowances,*

   a. The gross floor area for lots with an area of 7,500 square feet or less may be the lesser of 3,000 square feet or 45 percent of the lot area; or

   b. If an attached accessory dwelling unit is proposed, the 40 percent allowed gross floor area may be increased by the lesser of five percentage points or the actual floor area of the proposed accessory dwelling unit, provided:

DOCKET REQUEST FORM

The following information is required. Failure to complete this form may result in the application being incomplete. Incomplete applications will not be considered during the annual docket process.

APPLICANT INFORMATION

Name: Daniel P. Thompson

Address: 7265 North Mercer Way, Mercer Island, WA 98040

Phone: 206-622-0670

Email: danielpthompson@hotmail.com

AGENT/CONSULTANT/ATTORNEY

Complete this section if the primary contact is different from the applicant.

Name:

Address:

Phone:

Email:

REQUEST INFORMATION

Important: A separate Docket Request Form must be completed for each docket item requested.

Is this request related to a specific property or zone? Yes ☐ No ☑

If yes, please complete the following information:

Property Owner Name:

Address:

County Assessor's Parcel No.:

Parcel Size (sq. ft.):

If the application is submitted by an agent/consultant/attorney, please attach a signed letter of consent from all owners of the affected property demonstrating that that the application is submitted with consent.

Is this request for a Comprehensive Plan amendment or a development code amendment?

Comprehensive Plan Amendment ☐ Development code Amendment ☑

Is this submission a ***suggestion*** for a Comprehensive Plan or Development Code amendment, or is this an ***application*** for a specific amendment? (Check one box below.)

Note: Applications are subject to applicable permit fees.

Suggestion ☑ Application ☐

DOCKET REQUEST NARRATIVE – REQUIRED FOR ALL APPLICATIONS

Please attach a separate narrative responding to all five (5) questions outlined below. Attach additional sheets, supporting maps, or graphics as necessary. Answer each question separately and reference the question number in your answer.

The application will be considered incomplete without a narrative answering all five questions.

1. Please provide a detailed description of the proposed amendment and a clear statement of what the proposed amendment is intended to accomplish.
   a. Indicate the specific Comprehensive Plan Elements, maps, goals or policies or the specific sections of the development code you propose to amend.
   b. If the proposal would amend existing Comprehensive Plan or development code text, please provide the proposal in underline/strikeout format with text to be added indicated by underlining and text to be deleted indicated with ~~strikeouts~~.
   c. If a map amendment is proposed, please provide a map that clearly outlines the areas proposed to be changed.
2. How does the proposal benefit the community or the environment?
3. Explain how the request relates to the applicable decision criteria (MICC 19.15.250(D) for code amendments, and MICC 19.15.230(F) for Comprehensive Plan amendments, see below).
4. For Comprehensive plan amendments: Is the proposal consistent the Growth Management Act and King County Countywide Planning Policies?
5. For development code amendments: How does the proposal align with the goals of the City's Comprehensive Plan?

Please sign and date below acknowledging application requirements.

Signature: _____ **Date:** Sept. 30, 2025

THIS AREA LEFT INTENTIONALLY BLANK

Please attach a separate narrative responding to the above questions.

II

SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.02.020 Residential Development Standards

MICC 19.02.020(D)(2) Gross Floor Area

MICC 19.16.010(G)(2)(b) Gross Floor Area Exemption for Covered Decks on the First Level

Suggested Code Amendment:

I suggest MICC 19.02.020(D)(2) be amended to include exterior covered decks in the definition of Gross Floor Area, which presently only references exterior walls even though covered decks on levels above the first level are counted towards the GFA limit.

I further suggest that MICC 19.02.020(D)(2) and 19.16.010(G)(2)(b) be amended to include covered porches on the first level in the calculation of Gross Floor Area.

Analysis:

The Citizens and Council spent approximately three years rewriting the Residential Development Code. A primary motivation in the rewrite was to deal with citizen concern over "massing", or what citizens considered out of scale residential development, which the Planning Commission addressed as Gross Floor Area to Lot Area Ratio (GFAR).

One of the main actions in the new Residential Development Code was to remove discretion from the City Planning Department (Development Services Group at that time, now Community Planning Department), especially when it came to deviations and variances. Unfortunately, that led the prior director to simply amend the entire code when attempting to address a request from a citizen for relief from the Code.

One of these Amendments was to exempt covered decks on the first level from the GFA limits because the applicant wished to have a covered barbecue area. Instead, the code amendment exempts all covered decks on the first level from the GFA limit.

There is very little difference in massing between a deck with a railing and roof from a room. The only difference is a window. Exempting first level decks from GFA limits greatly expands the massing of the house.

To be fair to Evan Maxim, amending this definition to limit its scope was on his agenda before his departure.

A homeowner already has the benefit of an 18-inch eave that is exempt from the GFA limit. At most, any barbecue area that needed to be sheltered from the elements would be 5'x 5', or 25 square feet. I suggest that covered decks on the first level be counted in their entirety towards the GFA limit, or in the alternative a 25-foot exemption be allowed for a barbecue area.

G

Garage: An accessory building or an accessory portion of the main building designed and/or used customarily for parking or storage of vehicles, trailers, and boats by the occupants of the main building, which does not meet the definition of a carport.

Geologically hazardous areas: Areas susceptible to erosion, sliding, earthquake, or other geological events based on a combination of slope (gradient or aspect), soils, geologic material, hydrology, vegetation, or alterations, including landslide hazard areas, erosion hazard areas and seismic hazard areas.

Geotechnical professional: A practicing, geotechnical/civil engineer licensed as a professional civil engineer with the state of Washington, or a licensed engineering geologist with sufficient relevant training and experience as approved by the city.

Geotechnical report or *geotechnical analysis (SMP):* A scientific study or evaluation conducted by a qualified expert that includes a description of the ground and surface hydrology and geology, the affected land form and its susceptibility to mass wasting, erosion, and other geologic hazards or processes, conclusions and recommendations regarding the effect of the proposed development on geologic conditions, the adequacy of the site to be developed, the impacts of the proposed development, alternative approaches to the proposed development, and measures to mitigate potential site-specific and cumulative geological and hydrological impacts of the proposed development, including the potential adverse impacts to adjacent and down-current properties. Geotechnical reports shall conform to accepted technical standards and must be prepared by qualified professional engineers or geologists who have professional expertise about the regional and local shoreline geology and processes.

Government services: Services provided by the city, King County, the state of Washington, or the federal government including, but not limited to, fire protection, police and public safety activities, courts, administrative offices, and equipment maintenance facilities.

Groin: A structure used to interrupt sediment movement along the shore.

Gross floor area: The total square footage of floor area bounded by the exterior faces of the building.

1. The gross floor area of a single-family dwelling shall include:
    a. The main building, including but not limited to attached accessory buildings.
    b. All garages and covered parking areas, and detached accessory buildings with a gross floor area over 120 square feet.
    c. That portion of a basement which projects above the lower of existing grade or finished grade as defined and calculated in appendix B of this development code.
    d. Staircases.
    e. Decks that are attached to the second or third level of a single-family dwelling and are covered by a roof. For the purposes of calculating the gross floor area of covered decks, the entire deck area covered by the roof shall be accounted for as floor area, provided an 18-inch eave extending beyond the edge of the deck shall not be included in the gross floor area.
    f. Space under stairways or stairwells that is used, for example, as a closet or storage space if that space meets the definition of "floor."
2. The gross floor area of a single-family dwelling does not include:
    a. Second- or third-level uncovered decks, or uncovered rooftop decks.
    b. ~~First level covered decks and/or patios~~.

DOCKET REQUEST FORM

The following information is required. Failure to complete this form may result in the application being incomplete. Incomplete applications will not be considered during the annual docket process.

APPLICANT INFORMATION

Name: Daniel P. Thompson

Address: 7265 North Mercer Way, Mercer Island, WA 98040

Phone: 206-622-0670

Email: danielpthompson@hotmail.com

AGENT/CONSULTANT/ATTORNEY

Complete this section if the primary contact is different from the applicant.

Name:

Address:

Phone:

Email:

REQUEST INFORMATION

Important: A separate Docket Request Form must be completed for each docket item requested.

Is this request related to a specific property or zone? Yes ☐ No ☑

If yes, please complete the following information:

Property Owner Name:

Address:

County Assessor's Parcel No.:

Parcel Size (sq. ft.):

If the application is submitted by an agent/consultant/attorney, please attach a signed letter of consent from all owners of the affected property demonstrating that that the application is submitted with consent.

Is this request for a Comprehensive Plan amendment or a development code amendment?

Comprehensive Plan Amendment ☐ Development code Amendment ☑

Is this submission a ***suggestion*** for a Comprehensive Plan or Development Code amendment, or is this an ***application*** for a specific amendment? (Check one box below.)

Note: Applications are subject to applicable permit fees.

Suggestion ☑ Application ☐

DOCKET REQUEST NARRATIVE – REQUIRED FOR ALL APPLICATIONS

Please attach a separate narrative responding to all five (5) questions outlined below. Attach additional sheets, supporting maps, or graphics as necessary. Answer each question separately and reference the question number in your answer.

The application will be considered incomplete without a narrative answering all five questions.

1. Please provide a detailed description of the proposed amendment and a clear statement of what the proposed amendment is intended to accomplish.
   a. Indicate the specific Comprehensive Plan Elements, maps, goals or policies or the specific sections of the development code you propose to amend.
   b. If the proposal would amend existing Comprehensive Plan or development code text, please provide the proposal in underline/strikeout format with text to be added indicated by underlining and text to be deleted indicated with ~~strikeouts~~.
   c. If a map amendment is proposed, please provide a map that clearly outlines the areas proposed to be changed.
2. How does the proposal benefit the community or the environment?
3. Explain how the request relates to the applicable decision criteria (MICC 19.15.250(D) for code amendments, and MICC 19.15.230(F) for Comprehensive Plan amendments, see below).
4. For Comprehensive plan amendments: Is the proposal consistent the Growth Management Act and King County Countywide Planning Policies?
5. For development code amendments: How does the proposal align with the goals of the City's Comprehensive Plan?

Please sign and date below acknowledging application requirements.

Signature: _____ **Date:** Sept. 30, 2025

THIS AREA LEFT INTENTIONALLY BLANK

Please attach a separate narrative responding to the above questions.

III

SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.02.020 Residential Development Standards

MICC 19.02.020(c)(2)(a)(iii) Yards for Waterfront Lots

MICC 19.02.040(D)(1) Garages and Carports/Yard Intrusion

Suggested Code Amendment:

I suggest MICC 19.02.040(D)(1) be eliminated. In the alternative, I suggest that MICC 19.02.040(D)(1) not be applicable to a waterfront lot if the waterfront lot has switched its front and rear yards subject to MICC 19.02.020(c)(2)(a)(iii).

Analysis:

MICC 19.02.020(c)(2)(a)(iii) allows a waterfront lot to switch its front and rear yard because the Department of Ecology requires a 25-foot buffer between the structure and the ordinary high water mark.

However, MICC 19.02.040(D)(1) allows garages and carports to be built within 10 feet of the property line of the *front* yard if there is more than 4 vertical feet difference as measured between the bottom wall of the building and ground elevation of the front yard property line where such property is closest to the building.

Ideally, 19.02.040(D)(1) should be eliminated. It is a building or structure above the ground level that extends into the yard setback. However, in the alternative, 19.02.040(D)(1) should not be available to waterfront lots that have flipped their front and rear yards pursuant to 19.02.020(c)(2)(a)(iii) because essentially it reduces the yard between the upper house to 10 feet. The effect of this provision can easily be seen as one takes a boat around Lake Washington. The waterfront house and the house directly behind look as though they are one contiguous property.

19.02.040 Garages, other accessory buildings and accessory structures.

A. Accessory buildings, including garages, are not allowed in required yards except as herein provided.

B. *Attached accessory building.* An attached accessory building shall comply with the requirements of this Code applicable to the main building.

C. *Detached accessory buildings and accessory structures.*

1. *Gross floor area.*

a. The combined total gross floor area for one or more accessory building(s) shall not exceed 25 percent of the total gross floor area allowed on a lot within applicable zoning designations pursuant to MICC 19.02.020. For example, on a lot where the total allowed gross floor area is 4,000 square feet, the combined total gross floor area for all accessory buildings is 1,000 square feet.

b. The gross floor area for a detached accessory building that is entirely or partially used for an accessory dwelling unit may be increased by the additional floor area authorized pursuant to MICC 19.02.020(D)(3)(b).

2. *Height.*

a. Detached accessory buildings, except for buildings that contain an accessory dwelling unit, are limited to a single story and shall not exceed 17 feet in height above the average building elevation computed from existing grade or finished grade, whichever is lower, to the highest point of the roof. Average building elevation is calculated using the methodology established in MICC 19.02.020(E)(4).

b. Detached accessory buildings that are entirely or partially used for an accessory dwelling unit shall meet the height limits established for the primary building.

3. Detached accessory buildings are not allowed in required yard setbacks; provided, one detached accessory building with a gross floor area of 200 square feet or less and a height of 12 feet or less may be erected in the rear yard setback. If such an accessory building is to be located less than five feet from any property line, a joint agreement with the adjoining property owner(s) must be executed and recorded with the King County department of records and thereafter filed with the city.

4. *Accessory structures.* The maximum height of an accessory structure that is not also an accessory building shall not exceed 17 feet. The height of an accessory structure is measured from the top of the structure to the existing grade or finished grade, whichever is lower, directly below the section of the structure being measured.

~~D. *Garages and carports.* Garages and carports may be built to within ten feet of the property line in the front yard; provided:~~

~~1. There is greater than four vertical feet measured between the elevation at the bottom of the wall of the building and the ground elevation at the front yard property line where such property line is closest to the building. The elevations of both the intersection of the building and the ground, and the point of the property line closest to the wall of the building, shall be measured using the lower of the existing and finished grade; and~~

~~2. The height of such garage or carport shall not exceed 12 feet from existing or finished grade, whichever is lower, for that portion built within the front yard.~~

DOCKET REQUEST FORM

The following information is required. Failure to complete this form may result in the application being incomplete. Incomplete applications will not be considered during the annual docket process.

APPLICANT INFORMATION

Name: Daniel P. Thompson

Address: 7265 North Mercer Way, Mercer Island, WA 98040

Phone: 206-622-0670

Email: danielpthompson@hotmail.com

AGENT/CONSULTANT/ATTORNEY

Complete this section if the primary contact is different from the applicant.

Name:

Address:

Phone:

Email:

REQUEST INFORMATION

Important: A separate Docket Request Form must be completed for each docket item requested.

Is this request related to a specific property or zone? Yes ☐ No ☑

If yes, please complete the following information:

Property Owner Name:

Address:

County Assessor's Parcel No.:

Parcel Size (sq. ft.):

If the application is submitted by an agent/consultant/attorney, please attach a signed letter of consent from all owners of the affected property demonstrating that that the application is submitted with consent.

Is this request for a Comprehensive Plan amendment or a development code amendment?

Comprehensive Plan Amendment ☐ Development code Amendment ☑

Is this submission a ***suggestion*** for a Comprehensive Plan or Development Code amendment, or is this an ***application*** for a specific amendment? (Check one box below.)

Note: Applications are subject to applicable permit fees.

Suggestion ☑ Application ☐

DOCKET REQUEST NARRATIVE – REQUIRED FOR ALL APPLICATIONS

Please attach a separate narrative responding to all five (5) questions outlined below. Attach additional sheets, supporting maps, or graphics as necessary. Answer each question separately and reference the question number in your answer.

The application will be considered incomplete without a narrative answering all five questions.

1. Please provide a detailed description of the proposed amendment and a clear statement of what the proposed amendment is intended to accomplish.
   a. Indicate the specific Comprehensive Plan Elements, maps, goals or policies or the specific sections of the development code you propose to amend.
   b. If the proposal would amend existing Comprehensive Plan or development code text, please provide the proposal in underline/strikeout format with text to be added indicated by underlining and text to be deleted indicated with ~~strikeouts~~.
   c. If a map amendment is proposed, please provide a map that clearly outlines the areas proposed to be changed.
2. How does the proposal benefit the community or the environment?
3. Explain how the request relates to the applicable decision criteria (MICC 19.15.250(D) for code amendments, and MICC 19.15.230(F) for Comprehensive Plan amendments, see below).
4. For Comprehensive plan amendments: Is the proposal consistent the Growth Management Act and King County Countywide Planning Policies?
5. For development code amendments: How does the proposal align with the goals of the City's Comprehensive Plan?

Please sign and date below acknowledging application requirements.

Signature: _____ **Date:** Sept. 30, 2025

THIS AREA LEFT INTENTIONALLY BLANK

Please attach a separate narrative responding to the above questions.

IV

SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.02.020 Residential Development Standards

MICC 19.02.020(D)(3)(b) Gross Floor Area Incentives for ADU's

Suggested Code Amendment:

I suggest eliminating the Gross Floor Area Incentives for ADU's in MICC 19.02.020(D)(3)(b).

Analysis:

One of the primary purposes of the rewrite of the Residential Development Code was to address the massing and out of scale development in the smaller lot neighborhoods, with lots 8,400 square feet and less. MICC 19.02.020(D)(3)(b) allows a lot 10,000 square feet or less to have up to 5% additional Gross Floor Area for an ADU. (19.02.020(D)(3)(a) already allows a lot 7,500 sf lot or below an additional 5% GFA or 3,000 sf for either an ADU or the main house.)

A 10,000-square foot lot that can have a 4,000-square foot house does not need an additional 5% Gross Floor Area for an ADU. The primary tool used by the Planning Commission to reduce massing and out-of-scale residential development was to reduce GFAR from 45% to 40%, except this provision is directly contrary to that goal.

The provision is also contrary to the council's temporary regulations relating to middle housing MICC 19.02.030 (B)(2) that allows two ADUs per lot.

Finally, too many houses are taking advantage of MICC 19.02.020 (D) (3) but do not comply with (D)(3)(b)(i) that requires that the additional gross floor area be used for a rental ADU instead using this provision to simply increase the allowable gross floor area for the main house.

D. *Gross floor area.*

1. Except as provided in subsection (D)(3) of this section, the gross floor area shall not exceed:

   a. R-8.4: 5,000 square feet or 40 percent of the lot area, whichever is less.

   b. R-9.6: 8,000 square feet or 40 percent of the lot area, whichever is less.

   c. R-12: 10,000 square feet or 40 percent of the lot area, whichever is less.

   d. R-15: 12,000 square feet or 40 percent of the lot area, whichever is less.

2. *Gross floor area calculation.* The gross floor area is the sum of the floor area(s) bounded by the exterior faces of each building on a residential lot, provided:

   a. The gross floor area shall be 150 percent of the floor area of that portion of a room(s) with a ceiling height of 12 feet to 16 feet, measured from the floor surface to the ceiling.

   b. The gross floor area shall be 200 percent of the floor area of that portion of a room(s) with a ceiling height of more than 16 feet, measured from the floor surface to the ceiling.

   c. Staircases shall be counted as a single floor for the first two stories accessed by the staircase. For each additional story above two stories, the staircase shall count as a single floor area. For example, a staircase with a ten-foot by ten-foot dimension that accesses three stories shall be accounted as 200 square feet (100 square feet for the first two stories, and 100 square feet for the third story).

   d. For the purposes of calculating allowable gross floor area, lots created in a subdivision through MICC 19.08.030(G), Optional standards for development, may apply the square footage from the open space tract to the lot area not to exceed the minimum square footage of the zone in which the lot is located.

3. *Allowances.*

   a. The gross floor area for lots with an area of 7,500 square feet or less may be the lesser of 3,000 square feet or 45 percent of the lot area; or

   ~~b. If an attached accessory dwelling unit is proposed, the 40 percent allowed gross floor area may be increased by the lesser of five percentage points or the actual floor area of the proposed accessory dwelling unit, provided:~~

      ~~i. The allowed gross floor area of accessory buildings that are not partially or entirely used for an accessory dwelling unit shall not be increased through the use of this provision;~~

      ~~ii. The lot will contain an attached accessory dwelling unit associated with the application for a new or remodeled single-family home;~~

      ~~iii. The total gross floor area shall not exceed 4,500 square feet or 45 percent of the lot area, whichever is less; and~~

      ~~iv. In exchange for the increase in gross floor area, one off-street parking space shall be provided for the accessory dwelling unit in addition to any parking required under MICC 19.02.025(G) and/or MICC 19.02.030(B).~~

E. *Building height limit.*

1. *Maximum building height.* No building shall exceed 30 feet in height above the average building elevation to the highest point of the roof.

DOCKET REQUEST FORM

The following information is required. Failure to complete this form may result in the application being incomplete. Incomplete applications will not be considered during the annual docket process.

APPLICANT INFORMATION

Name: Daniel P. Thompson

Address: 7265 North Mercer Way, Mercer Island, WA 98040

Phone: 206-622-0670

Email: danielpthompson@hotmail.com

AGENT/CONSULTANT/ATTORNEY

Complete this section if the primary contact is different from the applicant.

Name:

Address:

Phone:

Email:

REQUEST INFORMATION

Important: A separate Docket Request Form must be completed for each docket item requested.

Is this request related to a specific property or zone? Yes ☐ No ☑

If yes, please complete the following information:

Property Owner Name:

Address:

County Assessor's Parcel No.:

Parcel Size (sq. ft.):

If the application is submitted by an agent/consultant/attorney, please attach a signed letter of consent from all owners of the affected property demonstrating that that the application is submitted with consent.

Is this request for a Comprehensive Plan amendment or a development code amendment?

Comprehensive Plan Amendment ☐ Development code Amendment ☑

Is this submission a ***suggestion*** for a Comprehensive Plan or Development Code amendment, or is this an ***application*** for a specific amendment? (Check one box below.)

Note: Applications are subject to applicable permit fees.

Suggestion ☑ Application ☐

DOCKET REQUEST NARRATIVE – REQUIRED FOR ALL APPLICATIONS

Please attach a separate narrative responding to all five (5) questions outlined below. Attach additional sheets, supporting maps, or graphics as necessary. Answer each question separately and reference the question number in your answer.

The application will be considered incomplete without a narrative answering all five questions.

1. Please provide a detailed description of the proposed amendment and a clear statement of what the proposed amendment is intended to accomplish.
   a. Indicate the specific Comprehensive Plan Elements, maps, goals or policies or the specific sections of the development code you propose to amend.
   b. If the proposal would amend existing Comprehensive Plan or development code text, please provide the proposal in underline/strikeout format with text to be added indicated by underlining and text to be deleted indicated with ~~strikeouts~~.
   c. If a map amendment is proposed, please provide a map that clearly outlines the areas proposed to be changed.
2. How does the proposal benefit the community or the environment?
3. Explain how the request relates to the applicable decision criteria (MICC 19.15.250(D) for code amendments, and MICC 19.15.230(F) for Comprehensive Plan amendments, see below).
4. For Comprehensive plan amendments: Is the proposal consistent the Growth Management Act and King County Countywide Planning Policies?
5. For development code amendments: How does the proposal align with the goals of the City's Comprehensive Plan?

Please sign and date below acknowledging application requirements.

Signature: _____ **Date:** Sept. 30, 2025

THIS AREA LEFT INTENTIONALLY BLANK

Please attach a separate narrative responding to the above questions.

V

SUGGESTION FOR RESIDENTIAL CODE AMENDMENT

MICC 19.02.020 Residential Development Standards

MICC 19.02.020(G)(2)(a) and (b) Parking Requirements

Suggested Code Amendment:

I suggest that MICC 19.02.020(G)(2)(b) should be amended due to the adoption of Ordinance No. 24C-08. MICC 19.02.020(G)(2)(a) states: "Each single-family dwelling with a gross floor area of 3,000 square feet or more shall have at least three parking spaces sufficient in size to park a passenger automobile." MICC 19.02.020(G)(2)(b) states: "Each single-family dwelling with a gross floor area of less than 3,000 square feet shall have at least two parking spaces sufficient in size to park a passenger automobile." However, Ordinance No. 24C-08 eliminates requirements for covered parking spaces. MICC 19.02.020(G)(2)(b) should require three onsite parking spaces per lot, covered or uncovered for houses 2,000 sf or larger.

Analysis:

During the Residential Development Code rewrite, parking requirements for residential houses were reduced based upon the square footage of the house pursuant to MICC 19.02.020(G)(2)(a) and (b). This was a very contentious amendment. A house less than 3,000 sf was required to have only one covered parking space.

Recently, the council amended 19.02.020(G)(2)(a) and (b) to eliminate requirements for covered parking spaces in Ordinance No. 24C-08 to comply with changes to state law. A copy of Ordinance No. 24C-08 is attached to this suggested amendment.

A 3,000 sf home is quite large. For example, I have raised two children in a 2,700 sf house with a 3-car garage on Mercer Island. A 2,000 sf to 3,000 sf house can accommodate three uncovered parking spaces.

Ancillary issues from reducing parking requirements for houses 3,000 sf and below include:

1. Mercer Island effectively has no Intra-Island transit. The 201 that circled the Mercers was eliminated because of low ridership, in part because it is very difficult for citizens to even get up their steep drives to the Mercers, and the 201 was very slow. Reducing onsite parking requirements moves these cars to the public streets.

2. The purpose of 19.02.020(G)(2)(b) was to allow more GFA for smaller houses by reducing covered parking spaces that count toward GFAR limits. Ordinance 24C-08 eliminates the requirement for covered parking spaces so 19.02.020(G)(2)(b) is no longer necessary or relevant.

a. Each single-family dwelling ~~with a gross floor area of 3,000 square feet or more~~ shall have at least three parking spaces sufficient in size to park a passenger automobile.

b. ~~Each single-family dwelling with a gross floor area of less than 3,000 square feet shall have at least two parking spaces sufficient in size to park a passenger automobile.~~

3. No construction or remodel shall reduce the number of parking spaces on the lot below the number existing prior to the project unless the reduced parking still satisfies the requirements set out above.

4. Except as otherwise provided in this chapter, each lot shall provide parking deemed sufficient by the code official for the use occurring on the lot; provided, any lot that contains ten or more parking spaces shall also meet the parking lot requirements set out in appendix A of this development code, except as provided below.

5. Garages and carports are not required in order to meet minimum parking requirements for residential development.

6. Parking spaces that count towards minimum parking requirements may be enclosed or unenclosed.

7. Parking spaces in tandem shall count towards meeting minimum parking requirements at a rate of one space for every 20 linear feet with any necessary provisions for turning radius. For purposes of this subsection, "tandem" is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

8. Existence of legally nonconforming gravel surfacing in existing designated parking areas may not be a reason for prohibiting utilization of existing space in the parking area to meet parking standards, up to a maximum of six parking spaces.

9. Parking spaces are not required to exceed eight feet by 20 feet, except for required parking for people with disabilities.

10. Required off-street parking shall not be a condition of permitting a residential project if compliance with tree retention pursuant to Chapter 19.10 MICC would otherwise make a proposed residential development or redevelopment infeasible.

11. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.

12. Existing parking spaces that do not conform to the requirements of this section by June 6, 2024 are not required to be modified or resized, except for compliance with the Americans with Disabilities Act. Existing paved parking lots are not required to change the size of existing parking spaces during resurfacing if doing so will be more costly or require significant reconfiguration of the parking space locations.

H. *Easements.* Easements shall remain unobstructed.

1. *Vehicular access easements.* No structures shall be constructed on or over any vehicular access easement. A minimum five-foot yard setback from the edge of any easement that affords or could afford vehicular access to a property is required for all structures; provided, that improvements such as gates, fences, rockeries, retaining walls and landscaping may be installed within the five-foot yard setback so long as such improvements do not interfere with emergency vehicle access or sight distance for vehicles and pedestrians.

2. *Utility and other easements.* No structure shall be constructed on or over any easement for water, sewer, storm drainage, utilities, trail or other public purposes unless it is permitted within the language of the easement or is mutually agreed in writing between the grantee and grantor of the easement.

I. *Large lots.* The intent of this section is to ensure that the construction of a single-family dwelling on a large lot does not preclude compliance with applicable standards related to subdivision or short subdivision of the

CITY OF MERCER ISLAND
ORDINANCE NO. 24C-08

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, ADOPTING INTERIM ZONING REGULATIONS FOR RESIDENTIAL PARKING IN RESPONSE TO SENATE BILL 6015; ADOPTING A WORK PLAN; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Washington passed Substitute Senate Bill 6015, effective June 6, 2024, adopting minimum parking requirements for residential development by adding a new section to chapter 36.70A RCW; and

WHEREAS, the City of Mercer Island must amend several code sections to ensure that the Mercer Island City Code (MICC) is consistent with state requirements for residential parking configurations; and

WHEREAS, the City of Mercer Island must adopt regulations consistent with state requirements for residential parking configurations; and

WHEREAS, the City is authorized under RCW 35A.63.220 and 36.70A.390 to pass an interim zoning and official control ordinance for up to one year, provided a work plan is developed for related studies providing for such a longer period; and

WHEREAS, the City Council held a public hearing on June 4, 2024 which satisfies the requirements on RCW 35A.63.220 and RCW 36.70A.390; and

WHEREAS, to be compliant with Substitute Senate Bill 6015 and prevent the potential harm to public health, safety, property, and welfare resulting from the MICC being noncompliant with state requirements, the City Council finds that immediate action is necessary to adopt the interim zoning regulations in this ordinance; and

WHEREAS, this ordinance, as an interim zoning and official control ordinance, is not subject to referendum;

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

Section 1. **Whereas Clauses Adopted.** The "Whereas Clauses" set forth in the recital of this ordinance are adopted as the findings of fact and/or conclusions of law of the City Council as support for passing this ordinance.

Section 2. **MICC 19.02.020 Amended.** MICC Subsection 19.02.020 is amended as shown on the attached Exhibit A.

Section 3. **MICC 19.03.020 Amended.** MICC Subsection 19.03.020 is amended as shown on the attached Exhibit B.

Section 4. **MICC 19.11.130 Amended.** MICC Subsection 19.11.130 is amended as shown on the attached Exhibit C.

Section 5. **MICC 19.12.050 Amended.** MICC Subsection 19.12.050 is amended as shown on the attached Exhibit D.

Section 6. **MICC Title 19, Appendix A, Amended**. MICC Title 19, Appendix A is amended as shown on the attached Exhibit E.

Section 7. **Work Plan adopted.** The Work Plan attached as Exhibit F is adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390 and indicates the City's plans for considering permanent regulations during the pendency of the interim regulations.

Section 8. **Duration of Interim Zoning and Official Controls.** The interim zoning and official controls approved by this ordinance shall continue in effect for an initial period of one year from the effective date, unless repealed, extended or modified by the City Council pursuant to RCW 35A.63.220 and RCW 36.70A.390.

Section 9. **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 10. **Effective Date.** The City Council hereby finds and declares that the effective date in SB 6015 causes an emergency which necessitates that this ordinance become effective immediately in order to preserve the public health, safety, and welfare. This ordinance shall take effect and be in full force and effect immediately upon passage, as set forth herein, so long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.13.190.

PASSED BY AT LEAST A MAJORITY PLUS ONE OF THE WHOLE MEMBERSHIP OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON JUNE 4, 2024.

CITY OF MERCER ISLAND

Salim Nice

Salim Nice, Mayor

APPROVED AS TO FORM:

s/Bio Park

Bio Park, City Attorney

ATTEST:

Andrea Larson, City Clerk

Date of Publication: June 12, 2024

single-family home shall not incorporate any weeds identified on the King County Noxious Weed list, as amended. Provided, that removal shall not be required if the removal will result in increased slope instability or risk of landslide or erosion.

e. *Allowed adjustments.* A one-time reduction in required landscaping area and an increase in the maximum lot coverage are allowed, provided:

i. The total reduction in the required landscaping area shall not exceed five percentage points, and the total increase in the maximum lot coverage shall not exceed five percentage points; and

ii. The reduction in required landscaping area and increase in maximum lot coverage are associated with:

(a) A development proposal that will result in a single-story single-family dwelling with a wheelchair accessible entry path, and may also include a single-story accessory building; or

(b) A development proposal on a flag lot that, after optimizing driveway routing and minimizing driveway width, requires a driveway that occupies more than 25 percent of the otherwise allowed lot coverage area. The allowed reduction in the required landscaping area and increase in maximum lot coverage shall not exceed five percent, or the area of the driveway in excess of 25 percent of the lot coverage, whichever is less.

For example, a development proposal with a driveway that occupies 27 percent of the otherwise allowed lot coverage may increase the total lot coverage by two percent; and

iii. A recorded notice on title, covenant, easement, or other documentation in a form approved by the city shall be required. The notice on title or other documentation shall describe the basis for the reduced landscaping area and increased lot coverage.

G. *Parking.*

1. *Applicability.* Subsection (G)(2) of this section shall apply to all new construction and remodels where more than 40 percent of the length of the structure's external walls have been intentionally structurally altered, except as provided below.

2. *Parking required.*

a. Each single-family dwelling with a gross floor area of 3,000 square feet or more shall have at least three parking spaces sufficient in size to park a passenger automobile~~; provided, at least two of the stalls shall be covered stalls.~~.

b. Each single-family dwelling with a gross floor area of less than 3,000 square feet shall have at least two parking spaces sufficient in size to park a passenger automobile~~; provided, at least one of the stalls shall be a covered stall.~~.

3. No construction or remodel shall reduce the number of parking spaces on the lot below the number existing prior to the project unless the reduced parking still satisfies the requirements set out above.

4. Except as otherwise provided in this chapter, each lot shall provide parking deemed sufficient by the code official for the use occurring on the lot; provided, any lot that contains ten or more parking spaces shall also meet the parking lot requirements set out in appendix A of this development code, except as provided below.

5. Garages and carports are not required in order to meet minimum parking requirements for residential development.

6. Parking spaces that count towards minimum parking requirements may be enclosed or unenclosed.

7. Parking spaces in tandem shall count towards meeting minimum parking requirements at a rate of one space for every 20 linear feet with any necessary provisions for turning radius. For purposes of this subsection, "tandem" is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

8. Existence of legally nonconforming gravel surfacing in existing designated parking areas may not be a reason for prohibiting utilization of existing space in the parking area to meet parking standards, up to a maximum of six parking spaces.

9. Parking spaces are not required to exceed eight feet by 20 feet, except for required parking for people with disabilities.

10. Required off-street parking shall not be a condition of permitting a residential project if compliance with tree retention pursuant to Chapter 19.10 MICC would otherwise make a proposed residential development or redevelopment infeasible.

11. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.

12. Existing parking spaces that do not conform to the requirements of this section by June 6, 2024 are not required to be modified or resized, except for compliance with the Americans with Disabilities Act. Existing paved parking lots are not required to change the size of existing parking spaces during resurfacing if doing so will be more costly or require significant reconfiguration of the parking space locations.

H. *Easements.* Easements shall remain unobstructed.

1. *Vehicular access easements.* No structures shall be constructed on or over any vehicular access easement. A minimum five-foot yard setback from the edge of any easement that affords or could afford vehicular access to a property is required for all structures; provided, that improvements such as gates, fences, rockeries, retaining walls and landscaping may be installed within the five-foot yard setback so long as such improvements do not interfere with emergency vehicle access or sight distance for vehicles and pedestrians.

2. *Utility and other easements.* No structure shall be constructed on or over any easement for water, sewer, storm drainage, utilities, trail or other public purposes unless it is permitted within the language of the easement or is mutually agreed in writing between the grantee and grantor of the easement.

I. *Large lots.* The intent of this section is to ensure that the construction of a single-family dwelling on a large lot does not preclude compliance with applicable standards related to subdivision or short subdivision of the large lot. Prior to approval of a new single-family dwelling and associated site improvements, accessory buildings, and accessory structures on large lots, the applicant shall complete one of the following:

1. *Design for future subdivision.* The proposed site design that shall accommodate potential future subdivision of the lot as follows:

a. The proposed site design shall comply with the applicable design requirements of chapters 19.08, Subdivision, 19.09, Development, and 19.10, Trees, MICC.

b. The proposed site design shall not result in a circumstance that would require the removal of trees identified for retention, as part of a future subdivision.

c. The proposed site design shall not result in a circumstance that would require modifications to wetlands, watercourses, and associated buffers as part of a future subdivision.

d. Approval of a site design that could accommodate a potential future subdivision does not guarantee approval of such future subdivision, nor does it confer or vest any rights to a future subdivision.

COMMUNITY PLANNING & DEVELOPMENT
9611 SE 36TH STREET | MERCER ISLAND, WA 98040
PHONE: 206.275.7605 | www.mercerisland.gov

PLANNING COMMISSION

To:	City Council
From:	Dan Thompson, Planning Commission Chair
Date	October 22, 2025
Subject:	2026 Annual Docket Recommendation – Proposed Amendments 1-9
Attachments:	A. PCB25-19 dated October 22, 2025 B. Planning Commission Recommendations for the 2026 Annual Docket

Planning Commission 2026 Annual Docket Recommendation

On behalf of the Planning Commission, I present this recommendation for the 2026 Annual Docket.

The City opened the annual docket submittal process during the month of September, 2025 and received nine submissions from the public. These proposals are included in Attachment A and summarized in Attachment B. The Planning Commission reviewed each docket request at the regular meeting held on October 22, 2025.

At the October 22 meeting, the proponents of several docket proposals spoke briefly about the merits of placing their proposals on the 2026 Annual Docket. City staff provided a brief presentation covering each of the proposals and discussed whether they appeared to meet the docketing criteria outlined in MICC 19.15.230(E).

Recommendation

In addition to the public comments and presentations, the Planning Commission considered the materials submitted by the applicants and the staff memo, PCB25-19, dated October 22, 2025 (Attachment A). In making its recommendation, the Planning Commission considered the docketing criteria contained in MICC 19.15.230(E). After considerable discussion and deliberation, the Planning Commission approved the following recommendations for the 2026 Annual Docket.

- Proposed Amendment 25-1: **DO NOT ADD** to the Docket
  - Motion to dismiss passed 5-0
- Proposed Amendment 25-2: **DO NOT ADD** to the Docket

- Motion to dismiss passed 4-1
- Proposed Amendment 25-3: **DO NOT ADD** to the Docket
  - Motion to dismiss passed 5-0
- Proposed Amendment 25-4: **DO NOT ADD** to the Docket
  - Motion to dismiss passed 4-1
- Proposed Amendment 25-5: **DO NOT ADD** to the Docket
  - Motion to approve failed 4-1
- Proposed Amendment 25-6: **DO NOT ADD** to the Docket
  - Motion to dismiss passed 4-1
- Proposed Amendment 25-7: **DO NOT ADD** to the Docket
  - Motion to dismiss passed 4-1
- Proposed Amendment 25-8: **DO NOT ADD** to the Docket
  - Motion to approve failed 3-2
- Proposed Amendment 25-9: **DO NOT ADD** to the Docket
  - Motion to dismiss passed 4-1

Dan Thompson
Planning Commission Chair

October 22 2025
Date

2026 Annual Docket Proposal Summary

ITEM NO.	PROPOSED BY	POTENTIALLY AFFECTED SECTION, GOAL OR POLICY	SUMMARY OF PROPOSAL	PC RECOMMENDATION
25-1	Sarah Fletcher	MICC 19.11.015 & Appendix D (zoning map)	This amendment would rezone parcel 5315101235, the former "Tully's Property" from Town Center (subarea TC-7) to Park or Public Institution (PI). *Note: This property is owned by the City.*	DO NOT DOCKET
25-2	Matthew Goldbach	MICC 19.06.110(A)(5) Change after conditional use permit granted	This amendment would add a section to the Conditional Use Permit criteria for a change after a CUP is granted that states that no CUP on a residential property shall be used for any use or purpose by a separate property zoned TC, CO, B, or PBZ. *Note: This proposal has previously been suggested for the docket. In 2024, the Planning Commission recommended not to docket this proposal, and the City Council elected not to add it to the 2025 Annual Docket.*	DO NOT DOCKET
25-3	Matthew Goldbach	MICC 19.15.240(C) Criteria for reclassification of properties (rezones)	This amendment would prohibit a non-residential structure or use in the single-family residential zones, including a Conditional Use Permit, from requesting or obtaining a rezone or reclassification of any single-family residentially zoned properties. *Note: This proposal has previously been suggested for the docket. In 2023 and 2024, the Planning Commission recommended not to docket this proposal, and the City Council elected not to add it to the 2024 and 2025 Annual Docket.*	DO NOT DOCKET
25-4	Matthew Goldbach	MICC 19.04.040(A), (B)(9) & (E)	This amendment would clarify that the parking standards for C-O, B, and non-residential uses in the PBZ zone do not apply to residentially zoned properties, eliminates the option for the code official to grant variances from the minimum parking requirements, and eliminates the option for the code official to authorize a 25 percent reduction in the minimum required parking if cooperative parking is used.	DO NOT DOCKET

25-5	Daniel Thompson	MICC 19.02.020(D)(2)(a) Gross floor area	This amendment would reduce ceiling height from 12 feet to 10 feet before it is counted as clerestory space at 150% of gross floor area (GFA). *Note: This proposal has previously been suggested for the docket five times. Most recently in 2024, the Planning Commission recommended not to docket this proposal, and the City Council elected not to add it to the 2025 Annual Docket.*	DO NOT DO
25-6	Daniel Thompson	MICC 19.02.020(D)(2) Gross floor area calculation & MICC 19.16.010 Definition of Gross floor area	This amendment would include exterior covered decks in the definition of GFA and include covered porches on the first level in the calculation of GFA. *Note: This proposal has previously been suggested for the docket five times. Most recently in 2024, the Planning Commission recommended not to docket this proposal, and the City Council elected not to add it to the 2025 Annual Docket.*	DO NOT DOCKET
25-7	Daniel Thompson	MICC 19.02.040(D)(1) Garages and carports	This amendment would either eliminate the ability to build garages and carports within 10 feet of the property line of the front yard, or, alternatively, eliminate this option for waterfront lots that have flipped their front and back yards per MICC 19.02.020(c)(2)(a)(iii). *Note: This proposal has previously been suggested for the docket five times. Most recently in 2024, the Planning Commission recommended not to docket this proposal, and the City Council elected not to add it to the 2025 Annual Docket.*	DO NOT DOCKET
25-8	Daniel Thompson	MICC 19.02.020(D)(3)(b) Gross floor area incentives for ADUs	This amendment would limit the GFA incentives for ADUs to lots 8,400 square feet or smaller. *Note: This proposal has previously been suggested for the docket five times. Most recently in 2024, the Planning Commission recommended not to docket this proposal, and the City Council elected not to add it to the 2025 Annual Docket.*	DO NOT DOCKET
25-9	Daniel Thompson	MICC 19.02.020(G)(2)(a) and (b) Parking Requirements	This amendment would reduce the threshold for requiring only 2 parking spaces from 3,000 square feet to 2,000 square feet. *Note: This proposal has previously been suggested for the docket five times. Most recently in 2024, the Planning Commission recommended not to*	DO NOT DOCKET

docket this proposal, and the City Council elected not to add it to the 2025 Annual Docket.

Docket Progress Tracker

C	Consider adding to the Docket
Y	Yes, add to the Docket
N	No, do not add to the Docket

	Reference No.	Permit No.	Title	PC Rec.	CC Decision	AB	Ord No.	Notes
2020 Proposals (2021 Docket) – Adopted December 1, 2020	20-1	CPA21-001	Correct Comp Plan Land Use Map	Y	Y	5971	21-26	Complete, review of 20-1 and 20-8 was consolidated under CPA21-001
	20-2	ZTR21-004 CPA22-001	Town Center Commercial	Y	Y	6102 6172	22C-09 22C-17	Complete
	20-3	ZTR21-007	Transportation Impact Fee Rate Update	Y	Y	6092	22C-06	Complete
		ZTR21-008	Park Impact Fee Rate Update	Y	Y	6093	22C-07	Complete
	20-4	ZTR19-003	Sign Regulations	Y	Y	5952	21C-21	Complete
	20-5	ZTR19-004	Wireless/Small Cell Regulations	Y	Y	5929	21C-17	Complete
	20-6	ZTR21-001	Implementation of Comp Plan Amendments	N	Y	5866	21C-05	Complete
	20-7	ZTR21-002	Conditional Use Permit Regulations	N	Y	5867	21C-06	Complete
	20-8	CPA21-001	Correct Comp Plan Land Use Map	N	Y	5971	21-26	Complete, review of 20-1 and 20-8 was consolidated under CPA21-001
	20-9	ZTR21-005	Noise and Lighting	C	Y	6019	–	CC first reading completed, elected not to take further action
	20-15	ZTR21-006	Land Use Review Type and Noticing	N	Y	6074	22C-05	Complete
2021 Proposals (2022 Docket) – Adopted December 7, 2021	21-4	ZTR22-001	Amend Business Zone to Allow Schools	Y	Y	6270	23C-08	Complete
	21-14	ZTR21-003	Remove Occupancy Limitations	Y	Y	6146	22C-11	Complete
	21-15	ZTR21-003	Allow 8 People in Adult Family Homes	Y	Y	6146	22C-11	Complete
	21-16	ZTR22-003	Transitional and Permanent Supportive Housing	Y	Y	(TBD)	(TBD)	Interim regulations: Ordinances 23C-11; 24C-03; 25C-05; 25-15 EXPIRES APRIL 1, 2026

	Reference No.	Permit No.	Title	PC Rec.	CC Decision	AB	Ord No.	Notes
2022 Proposals (2023 Docket) – Adopted December 6, 2022	22-1	ZTR23-001	Allow SCUPs for Marina and Swim Facilities	Y	Y	6340	23C-15	Complete
2023 Proposals (2024 Docket) – Adopted December 5, 2023	23-7	TBD	Standards for Government Services Use in Town Center	Y	Y	6382		*Will be scheduled for review in 2027 or later*
	23-8	ZTR25-004	State Mandated Amendments Related to Permit Timelines (SB5290)	Y	Y			Omnibus – City Council expected adoption on November 18, 2025
		ZTR25-004	State Mandated Amendments Related to Design Review (HB1293)					Omnibus – City Council expected adoption on November 18, 2025
			State Mandated Amendments Related to SEPA (SB5412)					*Will be scheduled for review in 2026 or later*
	23-9		State Mandated Amendments Related to Middle Housing (HB1110)	Y	Y	6627	25C-02	Interim regulations effective on June 30, 2025
			State Mandated Amendments Related to ADUs (HB1337)			6627	25C-02	Interim regulations effective on June 30, 2025
		ZTR25-004	State Mandated Amendments Related to Conversion of Existing Buildings to Residential Units (HB1042)					Omnibus – City Council expected adoption on November 18, 2025
	23-10	ZTR25-001	Temporary Use Regulations (City proposal)	Y	Y			City Council expected adoption of permanent regulations on November 18, 2025
	23-14	TBD	Downhill Façade Height on Sloping Lot	Y	Y	6382		*Will be scheduled for review in 2026 or later*
	23-15	ZTR23-002 (Interim)	Temporary Use or Structure Permits (Mercer Island Country Club proposal)					City Council expected adoption on November 18, 2025
	23-18	TBD	Redesignate the SJCC and MICC properties as Commercial-Office on the Comprehensive Land Use Map;	Y	Y	6389		*Pending application submittals*

	Reference No.	Permit No.	Title	PC Rec.	CC Decision	AB	Ord No.	Notes
			Rezone the JCC Property to Commercial-Office					
2024 Proposals (2025 Docket) – Adopted December 3, 2024	24-1	TBD	Exterior Alterations of Non-Single-Family Nonconforming Structures Outside the Town Center	Y	Y	6577		*Will be scheduled for review in 2027 or later*
	24-8	TBD	Private Hedge Code in Title 19 MICC	Y	Y	6577		*Will be scheduled for review in 2027 or later*
	24-15	TBD	Limit Height of Hedges Within Side Yards	Y	Y	6577		*Will be scheduled for review in 2027 or later*

Items Proposed – Not Docketed

	Reference No.	Title	PC Rec.	CC Decision	Notes
2020	20-10	Prioritization of the Use of Public ROW	N	N	
	20-11	RDS: GFA for Clerestory Space	N	N	
	20-12	RDS: GFA for Covered Porches and Decks	N	N	
	20-13	RDS: Garages Within 10 ft of Front Property Line	N	N	
	20-14	RDS: GFA for ADUs on Small Lots	N	N	
	20-16	RDS: Parking Requirements for Smaller Homes	N	N	
2021	21-1	Increase Tree Retention to 50%	Y	N	
	21-2	New Impact Fee for Ped/Bike	N	N	
	21-3	Recategorize Intersections in Transportation Element	Y	N	
	21-5	Allow Additions to Nonconforming Homes in Critical Areas	C	N	
	21-6	Require Electric Heating	C	N	
	21-7	RDS: GFA for Clerestory Space	N	N	
	21-8	RDS: GFA for Covered Porches and Decks	N	N	
	21-9	RDS: Garages Within 10 ft of Front Property Line	N	N	
	21-10	RDS: GFA for ADUs on Small Lots	N	N	
	21-11	Land Use Review Types and Noticing	N	N	Docketed in 2020 – See 20-15 and ZTR21-006

	Reference No.	Title	PC Rec.	CC Decision	Notes
	21-12	RDS: Parking Requirements for Smaller Homes	N	N	
	21-13	Bike/Ped Update Schedule	Y	N	
2022	22-2	RDS: GFA for Clerestory Space	N	N	
	22-3	RDS: GFA for Covered Porches and Decks	N	N	
	22-4	RDS: Garages Within 10 ft of Front Property Line	N	N	
	22-5	RDS: GFA for ADUs on Small Lots	N	N	
	22-6	RDS: Parking Requirements for Smaller Homes	N	N	
	22-7	Repeal Piped Watercourse Regulations	Y	N	
	22-8	Amend Docketing Criteria	Y	N	
	22-9	Town Center Commercial Height Limit	–	–	Withdrawn prior to PC consideration
	22-10	Administrative Code Interpretations	–	–	Withdrawn prior to PC consideration
	22-11	Update Legal Lot Revisions	–	–	Withdrawn prior to PC consideration
	22-12	Temporary Use Regulations	–	–	Withdrawn prior to PC consideration
2023	23-1	RDS: GFA for Clerestory Space	N	N	
	23-2	RDS: GFA for Covered Porches and Decks	N	N	
	23-3	RDS: Garages Within 10 ft of Front Property Line	N	N	
	23-4	RDS: GFA for ADUs on Small Lots	N	N	
	23-5	RDS: Parking Requirements for Smaller Homes	N	N	
	23-6	Downhill Façade Height on Sloping Lot (City Proposed)	N	N	
	23-11	*proposal withdrawn*	–	–	Withdrawn prior to PC consideration
	23-12	Prohibit Rezoning of Single-Family Property	N	N	
	23-13	Prohibit Non-Residential Structures/Uses from Obtaining a Rezone	N	N	
	23-16	Setbacks for Piped Watercourses	Y	N	
	23-17	Parking for Residential Units Outside Town Center	N	N	
2024	24-2	Comments on Open Space and Housing Elements of the Draft 2044 Comprehensive Plan	N	N	
	24-3	Prohibit Rezoning of Single-Family Property	N	N	
	24-4	Prohibit Non-Residential Structures/Uses from Obtaining a Rezone	N	N	
	24-5	Prohibit CUP on a Residential Property For Any Use on a Separate Property in Another Zone	N	N	
	24-6	Establish Criteria to Determine Illegal, Site-Specific Rezone	N	N	
	24-7	Downhill Façade on a Sloping Lot	N	N	Docketed in 2023 – See 23-6 and 23-14
	24-9	Parking Requirements for Smaller Homes	N	N	
	24-10	RDS: GFA for Clerestory Space	N	N	

	Reference No.	Title	PC Rec.	CC Decision	Notes
	24-11	RDS: GFA for Covered Porches and Decks	N	N	
	24-12	RDS: Garages Within 10 ft of Front Property Line	N	N	
	24-13	RDS: GFA for ADUs on Small Lots	N	N	
	24-14	RDS: Parking Requirements for Smaller Homes	N	N	

Items Under Consideration for the Current Docket

	Reference No.	Title	PC Rec.	CC Decision	Notes
2025	25-1	Rezone parcel 5315101235 from Town Center (TC-7) to Park or PI	N		
	25-2	Prohibit CUP on a Residential Property For Any Use on a Separate Property in Another Zone	N		
	25-3	Prohibit Rezoning of Single-Family Property	N		
	25-4	Clarify parking standards for C-O, B, and non-residential uses in the PBZ, eliminate options for variances and reductions	N		
	25-5	RDS: GFA for Clerestory Space	N		
	25-6	RDS: GFA for Covered Porches and Decks	N		
	25-7	RDS: Garages Within 10 ft of Front Property Line	N		
	25-8	RDS: GFA for ADUs on Small Lots	N		
	25-9	RDS: Parking Requirements for Smaller Homes	N		

2025 PLANNING SCHEDULE

Please email the City Manager & City Clerk when an agenda item is added, moved, or removed.

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

DECEMBER 2, 2025 ABSENCES:		DD 11/20	FN 11/21	CA 11/21	Clerk 11/24	CM 11/24
ITEM TYPE | TIME | TOPIC				**STAFF**		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: November 25, 2025 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Certification of Claims November 1-15, 2025			LaJuan Tuttle/Ashley Olson		
--	AB xxxx: Amendments to MICC Chapter 16.01 – Historical Designation to Comply with Recent Statewide Legislation (HB 1576) (Ordinance No 25C-28 Second Reading)			Jeff Thomas/Madelyn Nelson		
--	AB xxxx: 2026 Fee Schedule Update			Ali Spietz		
--	AB xxxx: Impound Code Amendments (Ordinance No. 25C-xx Second Reading)			Michelle Bennet/Mike Seifert/Amelia Tjaden		
--	AB xxxx: SPU First Amended and Restated Contract for Mercer Island			Jason Kintner		
REGULAR BUSINESS						
30	AB xxxx: A rezone (RNZ 25-001) for two City-owned properties located at 9601 and 9611 SE 36th Street (Ordinance No 25C-29 First Reading)			Jeff Thomas/Molly McGuire		
EXECUTIVE SESSION						

DECEMBER 16, 2025 ABSENCES:		DD 12/4	FN 12/5	CA 12/5	Clerk 12/8	CM 12/8
ITEM TYPE | TIME | TOPIC				**STAFF**		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: A rezone (RNZ 25-001) for two City-owned properties located at 9601 and 9611 SE 36th Street (Ordinance No 25C-29 Second Reading)			Jeff Thomas/Molly McGuire		
REGULAR BUSINESS						

EXECUTIVE SESSION		

2026 PLANNING SCHEDULE

JANUARY 6, 2026 ABSENCES:		**DD** **12/11**	**FN** **12/12**	**CA** **12/12**	**Clerk** **12/15**	**CM** **12/15**
ITEM TYPE | TIME | TOPIC				**STAFF**		
STUDY SESSION						
SPECIAL BUSINESS						
15	AB xxxx: Councilmember Oath of Office and Mayor and Deputy Mayor Elections			Ali Spietz/Andrea Larson		
CONSENT AGENDA						
--	AB xxxx: December 10, 2025 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: December 24, 2025 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Certification of Claims November 1-15, 2025			LaJuan Tuttle/Ashley Olson		
--	AB xxxx: Certification of Claims November 16-30, 2025			LaJuan Tuttle/Ashley Olson		
--	AB xxxx: Certification of Claims December 1-15, 2025			LaJuan Tuttle/Ashley Olson		
REGULAR BUSINESS						
	AB xxxx: Electric Vehicle Charging Infrastructure Plan Project Update			Jason Kintner/Kellye Hilde/ Alaine Sommargren/Alanna DeRogatis		
EXECUTIVE SESSION						

JANUARY 16, 2026 PLANNING SESSION - 9:30 AM ABSENCES:		**DD** **12/16**	**FN** **12/17**	**CA** **12/17**	**Clerk** **12/18**	**CM** **12/18**
ITEM TYPE | TIME | TOPIC				**STAFF**		
PLANNING SESSION BUSINESS						
10	AB xxxx: 2025 Community Member of the Year			Ali Spietz/Andrea Larson		

JANUARY 20, 2026 ABSENCES:		DD 1/8	FN 1/9	CA 1/9	Clerk 1/12	CM 1/12
ITEM TYPE | TIME | TOPIC				**STAFF**		
STUDY SESSION						
SPECIAL BUSINESS						
30	AB xxxx: Mercer Island Municipal Court Report			Judge Gregory		
CONSENT AGENDA						
--	AB xxxx: January 9, 2026 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Certification of Claims December 16-31, 2025			LaJuan Tuttle/Ashley Olson		
REGULAR BUSINESS						
10	AB xxxx: 2026 City Council Liaison Assignments			Mayor/Andrea Larson		
EXECUTIVE SESSION						

FEBRUARY 3, 2026 ABSENCES:		DD 1/22	FN 1/23	CA 1/23	Clerk 1/26	CM 1/26
ITEM TYPE | TIME | TOPIC				**STAFF**		
STUDY SESSION						
SPECIAL BUSINESS						
30	Sound Transit Presentation			Jessi Bon/David Sandler		
CONSENT AGENDA						
--	AB xxxx: January 25, 2026 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Certification of Claims January 1-15, 2026			LaJuan Tuttle/Ashley Olson		
REGULAR BUSINESS						

EXECUTIVE SESSION	

FEBRUARY 17, 2026 – POTENTIALLY CANCELED ABSENCES:	**DD** **2/5**	**FN** **2/6**	**CA** **2/6**	**Clerk** **2/9**	**CM** **2/9**
ITEM TYPE | TIME | TOPIC			**STAFF**		
STUDY SESSION					
SPECIAL BUSINESS					
CONSENT AGENDA					
--	AB xxxx: February 10, 2026 Payroll Certification		Ali Spietz/Nicole Vannatter		
--	AB xxxx: Certification of Claims January 16-31, 2026		LaJuan Tuttle/Ashley Olson		
--	AB xxxx: Rare Disease Day, Proclamation No. xxx		Mayor/Andrea Larson		
REGULAR BUSINESS					
EXECUTIVE SESSION					