



CITY OF MERCER ISLAND

CITY COUNCIL REGULAR HYBRID MEETING

Tuesday, July 15, 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 the Public Hearing 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 Hearing will start sometime after 5:00 PM) by:

- **Telephone:** Call 253.215.8782 and enter Webinar ID 822 6012 8886 and Password 730224
 - **Zoom:** Click this [link](#) (Webinar ID 822 6012 8886; Password 730224)
 - **In Person:** Mercer Island Community & Event Center – Slater Room Council Chambers (8236 SE 24th Street, Mercer Island, WA 98040)
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MEETING AGENDA - AMENDED

CALL TO ORDER & ROLL CALL, 5:00PM

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

STUDY SESSION

1. AB 6731: Training on Use of Public Office or Agency Facilities in Campaigns (RCW 42.17A.555)

Recommended Action: Receive training. No action necessary.

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

3. AB 6733: Certification for Claims Paid June 1, 2025 through June 15, 2025

Recommended Action: Approve the June 1, 2025 through June 15, 2025 Accounts Payable Certification of Claims in the amount of \$1,373,243.68 and authorize the Mayor to sign the certification on behalf of the entire City Council.

4. City Council Regular Hybrid Meeting Minutes of July 1, 2025

Recommended Action: Approve the City Council Regular Hybrid Meeting Minutes of July 1, 2025.

5. AB 6728: Parks Zone Code Amendment (Ordinance No. 25C-16, Second Reading)

Recommended Action: Adopt Ordinance No. 25C-16 to establish the Parks Zone with an effective date of December 31, 2025.

6. AB 6729: Parks Zone Comprehensive Plan Amendment (Ordinance No. 25-17 Second Reading)

Recommended Action: Adopt Ordinance No. 25-17 to amend the Comprehensive Plan Land Use Element with an effective date of December 31, 2025.

7. AB 6734: Shopping Cart Regulations (Second Reading of Ordinance No. 25C-18)

Recommended Action: Adopt Ordinance No. 25C-18 related to shopping cart regulations as presented in Exhibit 1.

8. AB 6730: Renewal of Right-of-Way Use Agreements for Telecommunications Facilities with New Cingular Wireless PCS, LLC

Recommended Action: Authorize the City Manager to execute the renewal telecommunications agreements with New Cingular Wireless PCS, LLC substantially in the forms attached as Exhibits 2 and 3 to this Agenda Bill, including related documents and administrative amendments required to fulfill the parties' obligations thereunder.

9. AB 6739: Approval of Letter of Appreciation to 41st Legislative District Delegation for Support of State Funding for Mercer Island Water Supply Pipeline

Recommended Action: Authorize the Mayor to sign the letters of appreciation for the 41st Legislative District Delegation acknowledging their support of the funding request for the new Mercer Island Water Supply Pipeline.

REGULAR BUSINESS

10. AB 6732: Public Hearing on Interim Regulations in MICC 19.16.010 Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing (First Reading, Ordinance No. 25-15)

Recommended Action: Hold public hearing and schedule Ordinance No. 25-15 for second reading on September 2, 2025.

11. AB 6738: Budget Appropriation for the Acquisition of Real Property by Eminent Domain

Recommended Action:

1. Schedule Ordinance No. 25-21 for second reading and adoption at the September 2, 2025 City Council meeting.
2. Appropriate the following available budget resources to the Municipal Facility Replacement Fund for the acquisition of real property by eminent domain:
 - a. \$3,302,358 from the General Fund Unassigned Fund Balance.
 - b. \$1,670,752 from the Capital Improvement Fund Unassigned Fund Balance.
 - c. \$744,082 from the Town Center Parking Facilities Fund.

12. AB 6736: Second Reading and Adoption of Ordinance No. 25-13 Related to the Public Safety and Maintenance Facility Bonds Ballot Measure – *Exhibits 1 and 2 revised 7/14/2025*

Recommended Action: Adopt Ordinance No. 25-13, providing for the submission on the November 4, 2025 election, a ballot measure for the Public Safety and Maintenance Facility Bonds.

13. AB 6737: Public Safety and Maintenance Facility Bond Measure Pro and Con Committee Appointments (Res. No. 1671)

Recommended Action: Approve Resolution No., 1671 and appoint _____ to the Pro Committee and _____ to the Con Committee.

14. AB 6732: Discussion on Interim Regulations in MICC 19.16.010 Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing (First Reading, Ordinance No. 25-15)

Recommended Action: Hold public hearing and schedule Ordinance No. 25-15 for second reading on September 2, 2025.

15. AB 6735: Scope of Work for an Omnibus Ordinance Related to Permanent Regulations for Housing Production and Permit Streamlining

Recommended Action: Approve the scope of work and direct the Planning Commission to commence legislative review.

OTHER BUSINESS

16. Planning Schedule

17. Councilmember Absences & Reports

ADJOURNMENT



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6731
July 15, 2025
Study Session

AGENDA BILL INFORMATION

TITLE:	AB 6731: Training on Use of Public Office or Agency Facilities in Campaigns (RCW 42.17A.555)	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Receive training. No action necessary.	

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager Bio Park, City Attorney Ann Marie Soto, Madrona Law Group
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Election Law for Elected Officials Presentation
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this item is to provide a training to the City Council on the use of Public Office or Agency Facilities in Campaigns pursuant to [RCW 42.17A.555](#).

ISSUE/DISCUSSION

State law dictates that public facilities may not be used to support or oppose a candidate or ballot proposition ([RCW 42.17A.555](#)). Facilities include local government agency equipment (computers/phones), buildings, supplies, employee work time, and agency publications.

Outside legal counsel from Madrona Law will present a training to the City Council on the use of public office or agency facilities pursuant to [RCW 42.17A.555](#).

RECOMMENDED ACTION

Receive training. No action necessary.

ELECTION LAW FOR ELECTED OFFICIALS

ANN MARIE SOTO
MERCER ISLAND CITY COUNCIL
JULY 15, 2025



Election Season



Relevant legal authority:

- RCW 42.17A.555
- WAC 390-05-271
- WAC 390-05-273
- PDC Interpretation No. 04-02
(Guidelines for Local Government
Agencies in Election Campaigns)

Setting the Table: RCW 42.17A.555



RCW 42.17A.555

No elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the ***facilities*** of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition....

RCW 42.17A.555

Facilities include, but are not limited to use of stationery, postage, machines, and equipment, use of public employees during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency.

Includes things like laptops, legal research subscriptions, printers, even public comment at public meetings.

Exceptions

Action taken at an open public meeting by members of an ***elected*** legislative body or by an elected board, council, or commission to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition as long as certain procedural requirements are met.



Exceptions

- Statements by an elected official in support of or in opposition to any ballot proposition at an open press conference or in response to a specific inquiry;
- Activities which are part of the “normal and regular conduct” of the office or agency.

Normal and Regular Conduct (Per the PDC)

WAC 390-05-273 Definition—Normal and regular conduct

Normal and regular conduct of a public office or agency, as that term is used in the proviso to RCW 42.17A.555, means conduct which is (1) lawful, i.e., specifically authorized, either expressly or by necessary implication, in an appropriate enactment, and (2) usual, i.e., not effected or authorized in or by some extraordinary means or manner. No local office or agency may authorize a use of public facilities for the purpose of assisting a candidate's campaign or promoting or opposing a ballot proposition, in the absence of a constitutional, charter, or statutory provision separately authorizing such use.

See also **WAC 390-05-271**



Normal and Regular Conduct (per the PDC)

- Very fact specific inquiry – no bright line rule here
- Lawful and usual/customary
- Think about both the tone and timing of activities
- Totality of activities examined
- Marketing and sales efforts never qualify as normal and regular

Resolutions Supporting/Opposing

Action taken at an open public meeting by members of an elected legislative body or by an elected board, council, or commission of a special purpose district, so long as:

- a) required meeting notice includes title and number of the ballot proposition, and
- b) members of the legislative body, the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view.



Mays/May Nots for Ballot Measures

MAY

- Prepare a fair and objective fact sheet with information regarding a ballot measure if normal, regular, and customary
- Allow ballot campaign materials to be placed in a government building *if* there is a policy setting aside an area for such materials and if routinely allowed

MAY NOT

- Allow speakers to address a ballot measure at a public meeting, including during public comment
- Allow placement of campaign materials that would give a particular ballot position an advantage
- Spend public funds to challenge a proposed ballot measure in court

Cans – Public Officials

- ✓ Participate in campaign-related activities.
- ✓ Use their title for identification purposes in endorsements supporting or opposing a candidate or an initiative or referendum.
 - ✓ Be clear that it is their personal view.
- ✓ Place on their individual agency calendar basic information if they are scheduled to be out of the office to attend campaign events.
- ✓ Encourage staff and members of the public to vote, as long as such encouragement routinely occurs for other elections.

Can'ts – Public Officials

- Promote or oppose a candidate or ballot measure during work hours. This includes gathering signatures, distributing materials, coordinating speakers/fundraising/phone banks, etc. It does not include elected official statements on ballot measures in response to a specific media inquiry.
- Maintain individual campaign-related events on agency-wide distributed calendars.
- Post signs advocating for or against candidates or ballot measures on any city property.
- Pressure employees to participate in campaign activities for a ballot measure or candidate, take a position, donate, or coordinate informational activities with campaign work.

Public Service Announcements

RCW 42.17A.575

No state elected official or municipal officer may speak or appear in a public service announcement that is broadcast, shown, or distributed in any form whatsoever during the period beginning January 1st and continuing through the general election if that official or officer is a candidate...



Public Service Announcements

RCW 42.17A.575

...This section does not apply to public service announcements that are part of the regular duties of the office that only mention or visually display the office or office seal or logo and do not mention or visually display the name of the official or officer in the announcement.

Social Media

- Official public agency accounts cannot support/oppose candidates or ballot measures.
- Officials using their private social media can express views on candidates or ballot measures. However, if the official has a connection to a public agency, they should be clear that their views are personal, and not reflective of their public agency or governing body.
- Public officials using their *private* social media accounts retain their civil rights, they can be involved in political campaigns or express their support of a candidate or ballot measure in their private capacity.

Questions?

AnnMarie@MadronaLaw.com
(425) 201-5111, ext. 4



Log #	AB No.	Received From	Question	Staff Response
1	6731	City Manager	How do we handle emails that come into the City Council inbox that are related to the campaign? Is it OK to respond if I stick to the facts of the project? Are there any other limitations?	You may respond with objective and neutral factual information, but not with your opinion or position on the bond measure.
2	6731	Rosenbaum	Can we post on our personal social media accounts in support of opposition to the bond?	Yes, you may use your personal social media accounts to post information about the campaign so long as you make clear that your comments are your personal views and that you are not speaking on behalf of the City. Personal social media accounts operated by Councilmembers should not be used as mechanisms for conducting official City business, other than to informally communicate with the public.
3	6731	Rosenbaum	If asked our position, do we need to preface our answer in any way. I.e, do we need to say “this is my personal opinion?”	<p>Yes, when responding to a direct inquiry about your position on the bond measure, you should make it clear that you are speaking for yourself and not on behalf of the City.</p> <p>If you are asked by email on your <u>City email account</u> about your position on the bond measure, you can respond only with objective and neutral factual information on the bond but cannot respond via your City email with your position or opinion on the measure.</p>
4	6731	Rosenbaum	If we’re asked for clarification of data points or claims provided by an outside campaign, what is the best way to obtain information from staff (if at all)?	You may respond to questions with factual information if you know the answers. If you do not know the answer(s), you can direct the person to the Let’s Talk page (https://letstalk.mercergov.org/municipal-facility-planning) or our public records portal (https://mercerisland.nextrequest.com) to put in a request for the information/records for the information/records.

Log #	AB No.	Received From	Question	Staff Response
5	6731	Becker	What discussions about the bond measure involve future council decisions therefore requiring public records? For example, if the measure passes, will the council have any further role around costs. Or if it fails, the council will surely make decisions on next steps. To what extent are discussions around these after-effects subject to records retention?	<p>If you are engaging in written dialogue about the PSM Facility, the future of the facility, future decisions, etc. it is “city business” and will need to be retained. Verbal discussions are not considered a public record unless they are audio/video recorded.</p> <p>Once the bond measure passes or fails, the Council may discuss the topic freely. It is only between the time when the City Council adopts the ordinance for a bond measure and the election day, that you face these restrictions.</p>
6	6731	Reynolds	What does “during working hours” mean for exempt employees?	For exempt employees, “during working hours” refers to the time period they are generally expected to perform their job duties, as defined by the City—typically aligning with a standard full-time schedule: Monday through Friday, 8:30 a.m. to 5 p.m.
7	6731	City Manager	If a Councilmember writes an opinion piece on the bond measure and uses their personal email and/or their personal social media account to share that information, is it a public record?	Councilmembers may write and distribute opinion pieces on the bond measure only using non-City resources and facilities, making it clear that the piece contains their personal views and that they are not speaking on behalf of the City. Such opinion pieces would not be considered “public records” of the City.
8	6731	City Manager	If a Councilmember wishes to serve on the campaign committee, may they send and receive campaign correspondence on their personal accounts? And if yes, is this correspondence a public record?	Individuals on campaign committees should only use their personal email accounts and should not use any public resources or facilities to carry out the committee’s business. Such communications would generally not be considered “public records” of the City.
9	6731	City Manager	If four or more councilmembers are attending a campaign meeting, is it an OPMA violation?	This could result in an OPMA violation and should be avoided.
10	6731	City Manager	If four or more councilmembers are on an email distribution list related to the campaign, is it an OPMA violation?	This could result in an OPMA violation and should be avoided.

City Manager's Report

Tuesday, July 15, 2025





Council Board and Commission Updates



Hybrid Meetings

- Upcoming Hybrid City Council Meeting
 - No Council meetings in August
 - Regular Hybrid Meeting - Tuesday, September 2 at 5:00 PM
- Hybrid Boards and Commissions Meetings (All Meetings on Zoom)
 - No Board and Commission meetings in August

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



City Updates



Town Center Parking

Item 2.

- The construction activity at the former Tully's Coffee site is nearly complete!
- Over 100 new parking signs were delivered to the warehouse this week.
- The signs will update the parking regulations in Town Center so that all on-street parking will be converted to 2-hour parking.
- The signs will be installed throughout Town Center over the summer, with the goal of having all signs installed by Labor Day.
- Follow project updates at:
letstalk.mercergov.org/town-center-commuter-parking-project



King County Enatai Project Update

Item 2.

- King County Wastewater Treatment Division's paving subcontractor finished repaving portions of the I-90 Trail between SE 26th Street and Shorewood Drive.
- Restoration work along the trail has been completed and it's back open to the public as of this weekend.
- KC also repaved North Mercer Way between 80th Avenue and Island Crest Way. The roadway was striped and reopened in time for the July 4 holiday.
- Pavement restoration on 78th Avenue SE (between SE 22nd and SE 24th Streets) is planned for late July.
- Visit the project website for more information:
kingcounty.gov/MercerEnataiSewer



Pickleball Court Updates

- Earlier in July, Alloy Arts successfully completed restoration of the *Summer in the Wetlands* mural.
- Work included painting the exposed mural section outside of the courts, repairing sections damaged during asphalt paving last fall, and cleaning and resealing the entire mural.
- City crews will soon establish short, weekly maintenance closures at the LB pickleball courts so Parks crews can blow the play surface and take care of other routine maintenance tasks.
- These short closures will facilitate that work.



Wet Well Restoration

- Mercer Island's pump stations move wastewater through the lakeline to King County for treatment. Most stations are decades old and have had minimal upgrades since the 1960s.
- After a 2024 assessment found deterioration in several stations, targeted repairs and cleaning have been scheduled throughout the sewer system.
- Wet well cleaning was completed at nine sewer pump stations over the past few weeks.
- A crane-equipped work barge, the Seahorse, was used to access hard-to-reach sites while a telescoping camera inspected the interior structure in each station.
- Inspection results will help prioritize pump station improvements continuing later this year.

Item 2.



Upcoming Events



Native Plant ID Walk

- Join Parks staff Thursday, July 17 from 12-1:30pm for a leisurely walk as we explore Pioneer Park looking for native berries and other plant life.
- You can expect to learn about native plants and their roles in the larger ecosystem.
- We'll also share some plant identification tips and tricks.
- For more information and how to register, check out our Parks and Recreation webpage.



National Night Out – August 5

Item 2.

- LAST CALL!
- MIPD is gearing up for another National Night Out (NNO) event on Tuesday, August 5 from 5 to 8pm.
- MIPD will host an event in the City Hall parking lot with food trucks, touch-a-truck, activities, and more.
- Event information and registration is available at www.mercerisland.gov/nno



Summer Celebration Recap



Parade

- 2025 Summer Celebration was a blast! Very well attended with tons of smiles and fun!
- Over thirty-seven groups plus City of Mercer Island vehicles joined the parade to kick off Saturday's festivities with crowds lining 78th Ave SE from Sunset Hwy to Mercerdale Park.
- A huge thank you to everyone who came out, contributed, and helped make this day so special. From start to finish, it was a beautiful reminder of the power of community, connection, and celebration.



Daytime Festivities

- After the parade, crowds moved into Mercerdale Park and along 77th Ave SE and SE 32nd Street where they enjoyed:
 - Over 70 booths for vendors, sponsors, and community groups
 - Multiple food vendors
 - City booths and Touch-a-Truck
 - Foam party and live bands
- City staff in multiple booths spent time engaging with the community and sharing information.
- We turned the Community Center into a paid parking lot again this year and brought in over \$5550 in sales, which directly supports the event.



Evening Festivities

- Crowds moved to Luther Burbank Park for more food, fun, entertainment, and fireworks.
- A huge thank you to all the staff who worked hard to make this an enjoyable, memorable day and to our event sponsors:

Mercer Island Community Fund, MI Martial Arts, Belle Harbour, John L. Scott, Windermere, The Mercer, Parent Map, Puget Sound Energy, Mercer Island City Lifestyle, Mercer Island School District, Friends of Mercer Island Library, and Dave & Busters.



Item 2.



Thank you!



Log #	AB No.	Received From	Question	Staff Response
1	6733	Reynolds	Why is a check being written to TIAA for rent assistance? Is TIAA a landlord on the Island?	This check is a rent payment for a unit at 77 Central. The check was made out to TIAA / DBA: T-C 77 CENTRAL LLC.
2	6733	Reynolds	Why does the city pay its bills with checks? Would it be possible to use credit cards and get reward points or rebates?	<p>Most City invoices are paid with checks primarily for financial control, auditability, and compliance with public sector accounting standards. Check payments:</p> <ul style="list-style-type: none">• Create a clear paper trail for auditing and public records.• Allow for greater control over timing and authorization of payments.• Reduce the risk of unauthorized or fraudulent charges that can occur with credit cards. <p>The City limits credit card use to small dollar purchases and for limited pre-approved recurring invoices such as subscriptions, PSE utility invoices, and Lumen phone services. They City does not use credit cards for all invoice payments as the internal control steps over check/electronic checks are the preferred best practice. Additionally, some vendors don't accept credit cards, especially for large invoices given processing fees (2–3%) can outweigh any potential rewards.</p> <p>The new ERP (finance system) has the ability to pay invoices by ACH payment (Automated Clearing House). Finance staff are finishing up the policies and procedures for that process and will be rolling out ACH payments this summer, which will greatly reduce the issuance of check payments.</p>
3	6733	Reynolds	What are the “upgrades to police chief vehicle”?	All police vehicles require some level of outfitting from a factory-ready vehicle to one that is used as a police response vehicle. In this instance, the outfitting included adding emergency lighting, a police radio, and storage/incident command boxes in the rear liftgate area.

Log #	AB No.	Received From	Question	Staff Response
4	6738	Weinberg	<p>a. If we are issuing \$1.6M in bonds to cover part of the \$9.08M acquisition cost, why does the sum of the contributions from the other 3 funds – GF, CIF, TC Parking – still sum up to \$9.08M?</p> <p>b. Shouldn't the sum of the other 3 funds' contributions total up to \$1.6M less than \$9.08M?</p> <p>c. Is it our intention to put \$1.6M more than what we need into the Project Fund and then transfer the unused portion back to the General Fund?</p>	<p>a. Acquiring the building via eminent domain requires that the City, 1) has all of the cash on hand for the total purchase price, and 2) that these resources be placed either with the Courts or in an escrow account before title can be transferred. The result is the combination of \$9.08 million in resources as laid out in the agenda bill.</p> <p>b. No. The City must move resources amounting to the total purchase price to an escrow account right now to complete the title transfer, which is scheduled for August 2025. A limited tax general obligation bond issuance will take one to two months (or more) to complete.</p> <p>c. Yes. After the 9655 building is purchased and title is transferred to the City, staff will complete the \$1.6 million limited tax general obligation bond issuance later this year. Proceeds from this bond sale will will reimburse the General Fund portion of the property acquisition.</p>



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6733
July 15, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6733: Certification for Claims Paid June 1, 2025 through June 15, 2025	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
RECOMMENDED ACTION:	Approve the Accounts Payable Certification for Claims paid June 1, 2025 through June 15, 2025 in the amount of \$1,373,243.68.	

DEPARTMENT:	Finance
STAFF:	Matt Mornick, Finance Director LaJuan Tuttle, Deputy Finance Director
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Certification for Claims Paid June 1 - 15, 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 June 1, 2025 through June 15, 2025 Accounts Payable Certification of Claims in the amount of \$1,373,243.68. (see 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, EFTs, 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.

To fulfill the obligation of RCW 42.24.080 for accounts payable claims, the City has historically presented separate reports for Accounts Payable Checks and Accounts Payable EFT payments.

ISSUE/DISCUSSION

The Enterprise ERP claims reports (see Exhibit 1) include:

- The **Accounts Payable Report by Check Number** report that presents a simple check register listing of payments by type and check number.
- The **Accounts Payable Report by Organization** report that presents accounts payable claims by department as represented by the “ORG” code.

These reports combine printed checks and electronic payments. The disbursement method is identified by the Type code on the claim reports:

- Type **M** are direct disbursements or wire transfers. Note that “check” numbers are single digits to easily identify them as distinct from printed checks.
- Type **P** are printed accounts payable checks.
- Type **V** are voided accounts payable checks. The report will show the original check amount in the corresponding detail, but the check total is listed as \$0.00.

RECOMMENDED ACTION

Approve the June 1, 2025 through June 15, 2025 Accounts Payable Certification of Claims in the amount of \$1,373,243.68 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

Report	Checks	Date	Amount
Check Register	00223667 - 00223815	06/01 – 06/15/2025	\$1,373,243.68
Direct Disbursements		06/01 – 06/15/2025	

Accounts Payable Report by Organization

Org	PO#	Invoice#	TP	Check #	Vendor	Description	Amount
0016000 : Police-Revenue	2026444	5/3/2025 - 6/5/2025	P	223813	WA ST DOL	CONCEALED PISTOL LICENSES ISSUED	\$294.00
	Org Expense						\$294.00
01100151: Administrative Services	2026373	6114237331	P	223744	VERIZON WIRELESS	Verizon Cell Service	\$229.17
	2026419	25446	P	223769	DATAQUEST LLC	Background Checks INV 25446	\$26.50
	Org Expense						\$255.67
01101051: Communications	2026357	2074	P	223672	ARTEMIS	Website Accessibility	\$10,000.00
	2026400	7259	P	223682	CONNECTION, INC. DESAUTEL COMMUNICATIONS	Support INV 2074 Communications Support INV 7259	\$6,513.75
	Org Expense						\$16,513.75
01102051: Human Resources & Payroll	2026395	86944324	P	223709	OCCUPATIONAL HEALTH CTRS OF WA	DOT Physical Re-Cert	\$136.00
	2026373	6114237331	P	223744	VERIZON WIRELESS	Verizon Cell Service	\$84.58
	Org Expense						\$220.58
01150151: City Attorney	2026314	909504	P	223710	OGDEN MURPHY WALLACE PLLC	Contract Payment	\$6,480.00
	2026315	3095618623	P	223732	RELX INC.	Contract Payment	\$394.52
	2026379	6114263191	P	223747	VERIZON WIRELESS	Verizon Cell Service	\$53.20
	2026380	6114229603	P	223746	VERIZON WIRELESS	Verizon Cell Service	\$47.29
	Org Expense						\$6,975.01
01151551: Prosecution & Criminal Mnqmnt	2026463	1239	P	223792	MOBERLY AND ROBERTS	Contract Payment	\$8,220.87
	Org Expense						\$8,220.87
	01200151: City Council	2026445	IN-5713408	P	223778	KUSAK CRYSTAL	Community Member Award IN-5713408
2026380		6114229603	P	223746	VERIZON WIRELESS	Verizon Cell Service	\$338.76
Org Expense						\$493.04	
01250151: City Manager	2026380	6114229603	P	223746	VERIZON WIRELESS	Verizon Cell Service	\$439.62
	Org Expense						\$439.62
01350151: Finance Admin	2026426	11619499	P	223780	LANGUAGE LINE SERVICES	Translation Services INV 11619499	\$11.76
	Org Expense						\$11.76

01350551: Finance Technology	2026447	IN678639	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$125.00
	Org Expense						\$125.00
01450151: General Government	2026329	3FPW01052 5	P	223704	MILLIMAN, INC.	Year End Updates	\$7,600.00
	2026381	2353350-0	P	223678	COMPLETE OFFICE	May 2025 Office Supplies	\$266.79
	2026384	IN1984828	P	223700	KELLEY CREATE	Copier Service Fees IN1984828	\$1,544.06
	2026425	40570811	P	223783	MARLIN LEASING CORPORATION	Copier Lease Fees Jun 2025 INV 40570811	\$858.49
	2026446	7531659	P	223761	BRINK'S INCORPORATED	MAY 2025	\$723.29
	2026455	3320864754	P	223798	PITNEY BOWES	4/9/25-7/8/25 FOLDING MACHINE LEASE	\$980.63
	2026478	40574040	P	223783	MARLIN LEASING CORPORATION	Copier Lease Fees Jun 2025 INV 4057040	\$284.31
	2026479	40605431	P	223783	MARLIN LEASING CORPORATION	Copier Lease Fees Jun 2025 INV 40605431	\$1,032.56
	2026480	3000938	P	223768	CONFIDENTIAL DATA DISPOSAL	Shredding Services	\$90.00
		1RJH-TVKW- QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$55.08
		1RJH-TVKW- QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$39.12
		1RJH-TVKW- QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$39.12
		1RJH-TVKW- QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	(\$215.73)
	Org Expense						\$13,297.72
01450251: LEOFF 1 Retiree OPEB	2026452	LEOFF I Expense	P	223782		LEOFF I Retiree Expenses	\$188.51
	2026453	LEOFF I Expense	P	223759		LEOFF I Retiree Expenses	\$124.12
	2026470	LEOFF 1 Expense	P	223771		LEOFF I Retiree Expenses	\$403.07
	Org Expense						\$715.70
01500151: Municipal Court	2026388	6114237332	P	223748	VERIZON WIRELESS	Verizon Cell Service	\$42.29

	2026391	053107P-25	P	223673	BRADLEY PUBLIC SAFETY	Court security 053107P-25	\$1,057.50
	2026392	052569780	P	223721	PURIFIED WATER TO GO	Purified Water to Go - office	\$45.22
	2026458	16-3556-205	P	223793	MURANO, DEIRDRE RUTH	Spanish interp 6.10.25	\$171.44
	2026459	16-4108-88	P	223758	BARGER, KENNETH	French interp 6.10.25	\$169.83
	2026460	16-4438-14	P	223760	BRADLEY, ADRIAN	Mandarin interp 6.9.25	\$166.88
	2026461	Bianca 6.9.25	P	223812	TSE, BIANCA	Pro Tem Bianca Tse	\$100.00
	2026462	11615585	P	223781	LANGUAGE LINE SERVICES	Language Line	\$24.41
Org Expense							\$1,777.57
01600152: Administration (PO)	2026372	5781	P	223716	PUBLIC SAFETY SELECTION PC	Post COE Psych Evaluations INV 5781	\$900.00
	2026481	473107	P	223756	ATCO	May 14, 2025- Jun 13, 2025	\$10,175.73
	2026380	6114229603	P	223746	VERIZON WIRELESS	Verizon Cell Service	\$42.29
Org Expense							\$11,118.02
01600552: Patrol Division	2026492	Police MAR 2025	P	223790	MI HARDWARE TRUE VALUE	Mercer Island Hardware Charges - Patrol/Marine	\$194.98
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$240.28
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$156.70
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$92.46
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$61.60
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$75.54
Org Expense							\$821.56
01601052: Marine Patrol		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$36.63
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$135.05
Org Expense							\$171.68

01603052: Police Tech & Records	2025048	0001883	P	223708	NORCOM 911	NORCOM 2025	\$174,439.50
	2026495	I2505338 - I2505795	P	223814	WA ST PATROL	CPL Background Checks	\$186.00
		1RJH-TVKW- QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$92.65
	Org Expense						\$174,718.15
01603552: Police Emergency Management		REIM 5.29.2025	P	223735	ROBINSON, KELLY	Reimburse K.Robinson CPTED Per Diem & Expenses	\$200.00
		REIM 5.29.2025	P	223735	ROBINSON, KELLY	Reimburse K.Robinson CPTED Per Diem & Expenses	\$341.64
		1RJH-TVKW- QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$60.60
	Org Expense						\$602.24
01604552: Jail Services	2026355	25000238	P	223696	ISSAQUAH, CITY OF	Jail Housing	\$4,740.00
	2026485	8667	P	223804	SCORE	SCORE Jail Housing Fees June 2025 - Invoice # 8667	\$3,837.06
	2026486	25000144	P	223775	ISSAQUAH, CITY OF	Jail Housing Fees - Invoice # 25000144 - Februarv	\$4,520.36
	2026496	25000175	P	223775	ISSAQUAH, CITY OF	Jail Housing Bill #25000175 - March 2025	\$6,841.97
	2026497	8602	P	223804	SCORE	SCORE Jail Housing Fees - May 2025 - Invoice # 860	\$16,186.61
	Org Expense						\$36,126.00
01700251: Support Svcs General		1RJH-TVKW- QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$112.80
		1RJH-TVKW- QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$386.40
		1RJH-TVKW- QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$10.92
		1RJH-TVKW- QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$4.68
		1RJH-TVKW- QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$19.64

	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$204.02
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$101.65
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$101.65
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$101.65
Org Expense						\$1,043.41
01701051: Facility Services	2026383	INV119780	P	223810	THE PART WORKS, INC	plumbing parts \$481.32
	2026398	380734	P	223738	SECURITY SOLUTIONS	PD Complex Monitoring \$47.99
	2026431	5/31/2025	P	223791	NORTHWEST LLC MI UTILITY BILLS	MAY 2025 PMT OF UTILITY BILLS FOR WATER SERVICE \$16,999.60
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$76.77
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$76.77
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$120.66
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$204.89
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$43.94
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$65.91
	Org Expense					
01702054: Roadway Maintenance	2026358	RE 41 JZ2644 L002	P	223681	DEPT. OF TRANSPORTATION	WSDOT I-90 sign repair material charges \$199.31
	2026407	1139JUNE2025	P	223720	PUGET SOUND ENERGY	Electric Svc for Radar Signs- SE 78TH & 84TH AVE S \$11.69
	2026408	1689JUNE2025	P	223719	PUGET SOUND ENERGY	Street Lights 6300 Island Crest Way \$10.89

	2026409	9958JUNE2025	P	223718	PUGET SOUND ENERGY	Pedestrian Signal 3200 81ST PL SE	\$47.95
	2026411	2453JUNE2025	P	223717	PUGET SOUND ENERGY	Lighting for CIP 7714 N MERCER WAY	\$66.23
	2026431	5/31/2025	P	223791	MI UTILITY BILLS	MAY 2025 PMT OF UTILITY BILLS FOR WATER SERVICE	\$294.82
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$54.01
	Org Expense						\$684.90
01702254: Vegetation Maintenance	2026431	5/31/2025	P	223791	MI UTILITY BILLS	MAY 2025 PMT OF UTILITY BILLS FOR WATER SERVICE	\$1,043.81
	Org Expense						\$1,043.81
01707157: Park Operations	2025975	INV2050005854	P	223751	GCP WW HOLDCO LLC	Daniel McAleese clothing allowance	\$286.72
	2026213	3M552274	P	223693	HORIZON DISTRIBUTORS INC	Open Irrigation PO not to be closed until spent	\$34.04
	2026213	3M552471	P	223693	HORIZON DISTRIBUTORS INC	Open Irrigation PO not to be closed until spent	\$263.42
	2026268	INV2060001772	P	223750	GCP WW HOLDCO LLC	Joe Dye uniform allowance	\$645.78
	2026349	4231699736	P	223677	CINTAS CORPORATION	Laundry & Cleaning Services	\$113.44
	2026352	3M551963	P	223693	HORIZON DISTRIBUTORS INC	Seed and Fert for Homestead and Lid	\$1,712.04
	2026370	6114237323	P	223745	VERIZON WIRELESS	Verizon Cell Service	\$782.23
	2026414	4232371000	P	223677	CINTAS CORPORATION	Laundry & Cleaning Serviced week of 06.02.25	\$113.44
	2026423	MAY5/31/2025	P	223791	MI UTILITY BILLS	MAY 2025 PMT OF UTILITY BILLS FOR WATER SERVICE	\$7,991.56
	2026474	Park Maint May 2025	P	223788	MI HARDWARE TRUE VALUE	MI True Value 05/31/25 - Parks Maint.	\$136.38
	2026476	147845	P	223789	MI HARDWARE TRUE VALUE	MI True Value - 5/31/25 Stmt - Utilities	\$5.92
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$102.59

1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$28.62
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$190.62
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$217.71
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$28.94
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$46.68
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$29.68
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$179.90

Org Expense \$12,909.71

01707257: Athletic Fields

1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$44.97
2026423 MAY5/31/2025	P	223791	MI UTILITY BILLS	MAY 2025 PMT OF UTILITY BILLS FOR WATER SERVICE	\$5,954.46
2026474 Park Maint May 2025	P	223788	MI HARDWARE TRUE VALUE	MI True Value 05/31/25 - Parks Maint.	\$39.66
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$407.72

Org Expense \$6,446.81

01707557: Luther Burbank Park

2026451 WO-236476	P	223762	BULGER SAFE & LOCK	Dead Bolt Repair/Replacement	\$546.23
2026423 MAY5/31/2025	P	223791	MI UTILITY BILLS	MAY 2025 PMT OF UTILITY BILLS FOR WATER SERVICE	\$4,996.97
2026474 Park Maint May 2025	P	223788	MI HARDWARE TRUE VALUE	MI True Value 05/31/25 - Parks Maint.	\$256.49
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$122.31
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$32.61

Org Expense							\$5,954.61
01707657: School Fields	2026474	Park Maint May 2025	P	223788	MI HARDWARE TRUE VALUE	MI True Value 05/31/25 - Parks Maint.	\$39.66
	Org Expense						\$39.66
01707957: Aubrey Davis Park	2026352	3M551963	P	223693	HORIZON DISTRIBUTORS INC	Seed and Fert for Homestead and Lid	\$3,425.04
	2026423	MAY5/31/2025	P	223791	MI UTILITY BILLS	MAY 2025 PMT OF UTILITY BILLS FOR WATER SERVICE	\$32,002.91
Org Expense							\$35,427.95
01750157: Recreation Admin	2026442	INVPBP-US1952	P	223797	PAYBYPHONE US INC.	TRANSACTION FEES	\$269.65
	2026469	147858	P	223787	MI HARDWARE TRUE VALUE	MI True Value 5/31/25 STMT - Bldg Sersvice	\$112.14
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$10.49
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$88.15
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$32.16
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$1,097.60
	Org Expense						\$1,610.19
	2026477	50908	P	223757	AUBURN MECHANICAL	Chiller inspection, parts	\$1,014.94
01751057: MICEC Operations	2026484	5128x06132025	P	223755	AT&T MOBILITY	Wireless Cell Svc 5.6.2025 - 6.5.2025	\$120.12
	2026431	5/31/2025	P	223791	MI UTILITY BILLS	MAY 2025 PMT OF UTILITY BILLS FOR WATER SERVICE	\$5,834.14
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$34.03
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$82.63
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$27.11
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$28.53
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$28.53

1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$24.98
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$22.00
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$29.96
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$207.22
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$10.89
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$45.61
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$39.68
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$30.17
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$19.82
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$180.77
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$176.31
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$99.17
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$10.66
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$44.07
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$21.90
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$34.15

	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$69.96
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$160.55
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$53.45
	Org Expense					\$8,422.82
01752057: Arts & Culture	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$7.70
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$52.18
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$49.58
	Org Expense					\$109.46
0900974 : Garnishments	PR 6.10.2025	P	223765	CHAPTER 13 TRUSTEE	PR 6.10.2025	\$620.50
	Org Expense					\$620.50
0900975 : Mercer Island Emp Association	PR 6.10.2025	P	223786	MI EMPLOYEES ASSOC	PR 6.10.2025	\$262.50
	Org Expense					\$262.50
11702154: Pavement Marking	2026401	S7082406.00	P	223669	ARAMSCO, INC. Pavement Marking Stencil	\$196.10
	Org Expense					\$196.10
11702554: Transportation Planner Eng	2026356	373774	P	223674	BUSH, ROED & HITCHINGS, INC. On-call survey for Neigh. Traffic Prog. (2023-2024	\$3,342.60
	2026359	INV-0005790	P	223695	IDAX DATA SOLUTIONS IDAX annual Town Center parking study (May 2025)	\$17,700.00
	2026420	221653	P	223701	PSOMAS Psomas engineering on-call April 2025 invoice	\$4,243.00
	Org Expense					\$25,285.60
11900159: CIP Streets Salaries	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$3.21
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$21.81
	Org Expense					\$25.02
11902059: CIP Street Expenditures	2026224	INV I625784-5832	P	223777	KRAZAN & ASSOCIATES INC Town Center Parking Facility Materials Testing	\$5,785.00

	2026353	221548	P	223701	PSOMAS	Psomas ICW Corridor Improvements April 2025 Invoic	\$15,188.50
	2026354	221716	P	223701	PSOMAS	Psomas Construction Support April 2025 Invoice	\$9,786.42
	2026354	221716	P	223701	PSOMAS	Psomas Construction Support April 2025 Invoice	\$2,131.00
	Org Expense						\$32,890.92
16800156: Youth & Family Services	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$24.06	
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$19.82	
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$73.43	
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$132.49	
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	(\$73.43)	
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	(\$23.13)	
Org Expense						\$153.24	
16800556: Thrift Shop Operations	2025302	122883218	P	223773	GLOBAL INDUSTRIAL	Production Supply Additions	\$587.73
	2026471	10318570	P	223807	STERLING VOLUNTEERS	Background Checks INV 10318570	\$72.00
	2026482	5274653408	P	223767	CINTAS CORPORATION	THRIFT STORE CABINET - Update	\$102.89
	2026483	50772	P	223757	AUBURN MECHANICAL	Troubleshoot, repair 1 unit & filter changes for 2	\$1,921.66
	2026431	5/31/2025	P	223791	MI UTILITY BILLS	MAY 2025 PMT OF UTILITY BILLS FOR WATER SERVICE	\$641.00
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$32.58	

1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$96.92
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$11.01
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$127.96
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$311.79
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$121.90
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$10.45
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$49.98
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$28.14
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$16.35
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$16.35
1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$10.69

Org Expense \$4,159.40

16802056:
Emergency
Assistance

2026435	205744	P	223667	TEACHERS INSURANCE & ANNUITY ASSOC OF AMERICA	Rent assistance for EA client	\$3,000.00
2026436	205748	P	223714	THE PEBBLE PRESCHOOL AT MI PRESBYTERIAN CHURCH	Preschool scholarship for EA client	\$204.70
2026437	205747	P	223713	THE PEBBLE PRESCHOOL AT MI PRESBYTERIAN CHURCH	Preschool scholarship for EA client	\$500.50
2026438	205746	P	223683	EMMANUEL DAY SCHOOL	Preschool scholarship for EA client	\$646.80

	2026439	205745	P	223679	COUNTRY VILLAGE DAY SCHOOL	Preschool scholarship for EA client	\$648.00
	Org Expense						\$5,000.00
16802556: BSK Grant Program	1RJH-TVKW- QKTY.1		P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$31.95
	Org Expense						\$31.95
18300155: CPD Administration	2026361	6114237326	P	223743	VERIZON WIRELESS	Verizon Cell Service	\$577.49
	2026362	20250528	P	223715	PEREZ, ANTHONY L	Planning Commission May meeting stipend	\$500.00
	2026363	20250528	P	223707	NICE, NAZIM	Planning Commission May meeting stipend	\$500.00
	2026364	20250528	P	223739	THOMPSON, DANIEL P	Planning Commission May meeting stipend	\$500.00
	2026365	20250528	P	223689	GIBSON, JOHN BROOKS	Planning Commission May meeting stipend	\$500.00
	2026366	20250528	P	223668	AKYUZ, KATHERINE A	Planning Commission May meeting stipend	\$500.00
	2026367	204370	P	223684	ESA	On-call Forest Creek Lot 1 D201600673.65	\$3,078.00
	2026420	221653	P	223701	PSOMAS	Psomas engineering on-call April 2025 invoice	\$1,070.00
	Org Expense						\$7,225.49
18301555: Land Use Planning	2026360	0063767	P	223685	FACET NW INC	Env Review (Beach Club) Peer Review SHL25-008	\$2,766.52
	Org Expense						\$2,766.52
32900159: CIP Parks Salaries	1RJH-TVKW- QKTY.1		P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$3.22
	1RJH-TVKW- QKTY.1		P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$21.82
	Org Expense						\$25.04
32902559: CIP Open Space and Natural Res	2025929	INV872	P	223811	TOURNESOL SITEWORKS	Donation Bench Backstock	\$8,687.62
	2026354	221716	P	223701	PSOMAS	Psomas Construction Support April 2025 Invoice	\$1,520.50

Org Expense						\$10,208.12
4100000 : Water Fund-Admin Key	REFUND	P	223723	REFUNDS OneTime	REFUND: Escrow	\$743.79
	672589004				overpaid final	
	REFUND	P	223724	REFUNDS OneTime	REFUND: Escrow	\$176.80
	291570005				overpaid final	
	REFUND	P	223725	REFUNDS OneTime	REFUND: paid on	\$1,182.43
	6.4.2025				wrong account - mis-	
					applied pmts	
	REFUND	P	223726	REFUNDS OneTime	REFUND: Escrow	\$13.53
	413090002				overpaid final	
	REFUND	P	223727	REFUNDS OneTime	REFUND: Escrow	\$380.04
	741785502				overpaid final	
	REFUND	P	223728	REFUNDS OneTime	REFUND: Escrow	\$310.78
	318350004				overpaid final	
	REFUND	P	223729	REFUNDS OneTime	REFUND: Escrow	\$149.85
	62671401				overpaid final	
	REFUND	P	223730	REFUNDS OneTime	REFUND: Escrow	\$30.00
	292992010				overpaid final	
	REFUND	P	223731	REFUNDS OneTime	REFUND: Escrow	\$424.50
	774570004				overpaid final	
	REFUND	P	223802	REFUNDS OneTime	Refund	\$193.44
	0010856000				act00108560003	
	3				shouldve been closed	
					12/2024	
	REFUND	P	223803	REFUNDS OneTime	Refund	\$193.44
	0010860001				acct0010860001	
					shouldve been closed	
					12/2024	
2026150	875722-2	P	223694	INDUSTRIAL BOLT & SUPPLY INCORPORATED	Safety Goggles & Glasses	\$242.64
2026308	00296592-0	P	223676	CESSCO INC	2 Cycle Oil	\$393.11
2026369	9526403051	P	223690	GRAINGER CARIBE INC	123 Lithium Batteries, 3V DC, 12 Pack	\$133.70
2026375	318596	P	223779	LAKESIDE INDUSTRIES	5/8th minus quarry gravel	\$890.11
2026387	MAY 2025	P	223805	SEATTLE PUBLIC UTILITIES	MAY 2025 SPU CHARGE FOR RETAIL SERVICE	\$13,394.00
2026412	2-O1141378- 01	P	223795	PACIFIC TOPSOIL INC.	CONNECTIONS 3 Way Mix Topsoil	\$616.02
2026450	9534959847	P	223774	GRAINGER CARIBE INC	Misc Warehouse	\$973.85
2026450	9535495312	P	223774	GRAINGER CARIBE INC	Misc Warehouse	\$2,251.65

	2026456	2501852	P	223809	SUPPLY SOURCE INC, THE	Janitorial Supplies: Tissue, Folding Towels and T	\$3,915.13
	Org Expense						\$26,608.81
41351051: Utility Billing (Water)	2026374	IN678271	P	223703	METROPRESORT	May 2025 PRNT & MAILING OF UTILITY STATEMENTS	\$202.17
	2026427	IN678378	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$109.12
	2026374	IN678271	P	223703	METROPRESORT	May 2025 PRNT & MAILING OF UTILITY STATEMENTS	\$140.08
	2026427	IN678378	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$75.15
	2026447	IN678639	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$110.92
	2026447	IN678639	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$81.44
	Org Expense						\$718.88
41703253: Water Distribution & Pumps	2026282	WP070380	P	223687	FERGUSON US HOLDINGS	Pollard - Misc. Water distribution supplies	\$332.09
	2026282	WP070383	P	223687	FERGUSON US HOLDINGS	Pollard - Misc. Water distribution supplies	\$1,641.98
	2026431	5/31/2025	P	223791	MI UTILITY BILLS	MAY 2025 PMT OF UTILITY BILLS FOR WATER SERVICE	\$3,313.38
	Org Expense						\$5,287.45
41703453: Water Quality	2026323	I7021185	P	223691	H D FOWLER	Hydrant replacement / CL2 Booster Repair supplies	\$73.90
	2026396	A25E0453	P	223670	AM TEST INC	HETEROTROPHIC PLATE COUNT for May 2025	\$360.00
	2026464	A25F0010	P	223753	AM TEST INC	WATER BACTERIOLOGICAL ANALYSIS	\$40.00
	2026465	A25F0009	P	223753	AM TEST INC	WATER BACTERIOLOGICAL ANALYSIS	\$60.00
	2026467	113559	P	223754	AQUATIC INFORMATICS INC	Tokay Web Test - May 2025	\$1,429.30
	Org Expense						\$1,963.20

41703653: Water Associated Costs	2026397	379886	P	223738	SECURITY SOLUTIONS NORTHWEST LLC	Replacement of Reservoir Gate card reader	\$1,450.23
	Org Expense						\$1,450.23
41709953: Support Services - Clearing	2026348	6114237325	P	223741	VERIZON WIRELESS	Verizon Cell Service	\$4,304.40
	2026350	65003965	P	223734	ROBERT HALF	Temp Staff - R. Seal, week ending 5/23/25	\$2,100.00
	2026351	64978953	P	223734	ROBERT HALF	Temp Staff - R. Seal, week ending 5/16/25	\$2,100.00
	2026413	140995	P	223800	PROCOM LLC	Pre-Employment Testing INV 140995	\$72.00
	2026418	5050186	P	223740	UTILITIES UNDERGROUND	Excavation Notifications for the month of May: 253	\$341.55
	2026421	65027420	P	223734	ROBERT HALF	Temp Staff - R. Seal, week ending 5/30/25	\$840.00
	2026349	4231699736	P	223677	CINTAS CORPORATION	Laundry & Cleaning Services	\$759.17
	2026414	4232371000	P	223677	CINTAS CORPORATION	Laundry & Cleaning Serviced week of 06.02.25	\$759.17
	2026419	25446	P	223769	DATAQUEST LLC	Background Checks INV 25446	\$79.50
	Org Expense						\$11,355.79
41900159: CIP Water Salaries	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$3.21	
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$21.81	
Org Expense						\$25.02	
41904059: CIP Water Utility	588334	P	223770	DAVID EVANS & ASSOC INC	First Hill Generator Repl Desi	\$1,550.00	
	590613	P	223770	DAVID EVANS & ASSOC INC	First Hill Generator Repl Desi	\$636.50	
	PP No. 18	P	223784	MCCLURE AND SONS, INC.	WU119 Carryover Reservoir Gene	\$15,434.61	
	Progress Payment #22	P	223796	PASO ROBLES TANK INC	Replace interior/exterior rese	\$176,320.00	
	PP No.8	P	223808	STRIDER CONSTRUCTION CO INC	Reservoir Booster Pump Station	\$13,939.00	

	2026223	INHCT00002 39	P	223705	N HARRIS COMPUTER CORPORATION	File preparation for VertexOne (AMI customer porta	\$14,050.50
	2026255	9756	P	223766	CHIP GEORGE INC	2 Modem 2 Antennas	\$1,699.28
	2026256	9757	P	223766	CHIP GEORGE INC	1 Modem 1 Antenna Transfer	\$870.58
	2026430	1200720687	P	223692	HDR ENGINEERING INC	Professional Services From: 30-MAR-2025 To: 03-MAY	\$5,927.23
	2026433	0576JUNE20 25	P	223801	PUGET SOUND ENERGY	Electric Svc for Water Cabinet	\$19.70
Org Expense							\$230,447.40
42351051: Utility Billing (Sewer)	2026331	5.27.2025	P	223699	KC RECORDER	1 LIEN RELEASE	\$18.00
	2026374	IN678271	P	223703	METROPRESORT	May 2025 PRNT & MAILING OF UTILITY STATEMENTS	\$202.17
	2026427	IN678378	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$109.13
	2026374	IN678271	P	223703	METROPRESORT	May 2025 PRNT & MAILING OF UTILITY STATEMENTS	\$140.09
	2026427	IN678378	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$75.16
	2026447	IN678639	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$110.91
	2026447	IN678639	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$81.44
	Org Expense						\$736.90
42700153: Sewer Administration	2025061	30042428	P	223697	KC FINANCE	2025 MONTHLY SEWER CHARGES - 12 MONTHS	\$503,072.96
	Org Expense						\$503,072.96
42704053: Sewer Collection	2026406	167870	P	223698	KC FINANCE	Cedar Hill landfill charge	\$115.12
	2026431	5/31/2025	P	223791	MI UTILITY BILLS	MAY 2025 PMT OF UTILITY BILLS FOR WATER SERVICE	\$1,264.14
Org Expense							\$1,379.26
42704453: Sewer Associated Costs		1RJH-TVKW- QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$65.91

	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$43.94
	Org Expense					\$109.85
42900159: CIP Sewer Salaries	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$3.21
	1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$21.82
	Org Expense					\$25.03
42903059: CIP Sewer Utility	2026257	9758	P	223766	CHIP GEORGE INC	1 Modem Transfer \$672.22
	2026368	3410187	P	223680	DAILY JOURNAL OF COMMERCE	DJC Project Advertising \$270.30
	Org Expense					\$942.52
43351051: Utility Billing (Storm)	2026374	IN678271	P	223703	METROPRESORT	May 2025 PRNT & MAILING OF UTILITY STATEMENTS \$202.18
	2026427	IN678378	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS \$109.12
	2026374	IN678271	P	223703	METROPRESORT	May 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK \$140.09
	2026427	IN678378	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS \$75.16
	2026447	IN678639	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK \$110.92
	2026447	IN678639	P	223785	METROPRESORT	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK \$81.44
	Org Expense					\$718.91
43700153: Storm Water Administration	2026347	25-RS-WAR045528-1	P	223749	WA ST DEPT OF ECOLOGY	Stormwater Action Monitoring - 2025 Cost Share \$15,984.00
	Org Expense					\$15,984.00
43705053: Storm Drainage	2025517	365404696	P	223799	OLSON BROTHERS PRO-VAC LLC	PRO-VAC contract 2025-2026 \$23,315.30
	2026149	127088	P	223752	KOCH HOLDINGS INC.	Fence repair \$3,426.92
	2026300	22-T1437075	P	223711	PACIFIC TOPSOIL INC.	Haul Out Debris \$133.40
	2026300	22-T1437117	P	223711	PACIFIC TOPSOIL INC.	Haul Out Debris \$133.40
	2026300	22-T1437139	P	223711	PACIFIC TOPSOIL INC.	Haul Out Debris \$133.40

	2026300	22- T1437168	P	223711	PACIFIC TOPSOIL INC.	Haul Out Debris	\$200.10
	2026440	A25E0478	P	223753	AM TEST INC	Water Sample	\$125.00
	2026431	5/31/2025	P	223791	MI UTILITY BILLS	MAY 2025 PMT OF UTILITY BILLS FOR WATER SERVICE	\$198.74
	Org Expense						\$27,666.26
43900159: CIP Storm Drainage Salaries	1RJH-TVKW- QKTY.1		P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$3.21
	1RJH-TVKW- QKTY.1		P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$21.81
	Org Expense						\$25.02
51701254: Fleet Services	959754		P	223794	NAPA AUTO PARTS	Credit for Battery Core	(\$59.56)
						Charges on Inv	
						959738	
	2026382	993-20913- 33252	P	223737	SEATTLE BOAT CO	MIPD Marine Patrol	\$414.23
						Fuel	
	2026382	993-20924- 45500	P	223737	SEATTLE BOAT CO	MIPD Marine Patrol	\$477.58
						Fuel	
	2026382	993-20929- 42009	P	223737	SEATTLE BOAT CO	MIPD Marine Patrol	\$520.07
						Fuel	
	2026382	993-20958- 57248	P	223737	SEATTLE BOAT CO	MIPD Marine Patrol	\$990.05
						Fuel	
	2026382	993-20958- 58899	P	223737	SEATTLE BOAT CO	MIPD Marine Patrol	\$183.04
						Fuel	
	2026382	993-20965- 39071	P	223737	SEATTLE BOAT CO	MIPD Marine Patrol	\$1,385.06
						Fuel	
	2026402	2361291	P	223712	PAPE MACHINERY INC	Loader Bearing	\$531.06
						Diagnosis (#365)	
	2026403	SECS077450 2	P	223706	HARNISH GROUP INC	Hose Assembly	\$155.84
	2026404	993-20968- 56409	P	223737	SEATTLE BOAT CO	MIPD Marine Fleet	\$990.05
						Fuel	
	2026404	993-20973- 31836	P	223737	SEATTLE BOAT CO	MIPD Marine Fleet	\$1,046.03
						Fuel	
	2026404	993-20974- 63418	P	223737	SEATTLE BOAT CO	MIPD Marine Fleet	\$471.75
						Fuel	
	2026417	97664	P	223736	SCARFF FORD	2020 Ford F550	\$8,284.86
						Service Repair	
	2026428	18596	P	223688	FINANCIAL CONSULTANTS INT'L	Upgrades to Police Chief Vehicle	\$11,440.52
	2026443	7258091	P	223772	FISHERIES SUPPLY	MIPD Fleet - Winch Straps	\$27.72
	2026457	957767	P	223794	NAPA AUTO PARTS	Brake Rotor & Pads - 2022 Ford Police Utility	\$183.86

	2026457	958193	P	223794	NAPA AUTO PARTS	Lamps/Bulbs	\$26.27
	2026457	958409	P	223794	NAPA AUTO PARTS	LED MDL 44 Strobe-GMT	\$69.83
	2026457	958422	P	223794	NAPA AUTO PARTS	Oil Filter	\$80.17
	2026457	959738	P	223794	NAPA AUTO PARTS	Batteries w/Core Charges	\$370.12
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$162.14
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$16.03
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$55.04
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$42.86
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$15.41
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$266.66
Org Expense						\$28,146.69	
51900559: CIP Government Buildings	2026415	0055903	P	223686	FARALLON CONSULTING LLC	2025 Soil Remediation	\$15,192.30
	2026416	0056083	P	223686	FARALLON CONSULTING LLC	2025 Soil Remediation	\$23,698.85
	Org Expense						\$38,891.15
51901559: Fleet Replacements	2026512	17537089	P	223815	W.S. DARLEY & CO.	MIP Refurbishment of Patrol 14 (Marine Patrol vess	\$15,402.65
	Org Expense						\$15,402.65
52101553: IGS Network Admin		IN302368	P	223733	RINGSQUARED TELECOM LLC	Long Distance Charges	\$73.07
	2025262	11015952	P	223776	KC FINANCE	I-NET MONTHLY SERVICES 1/1/2025-12/31/2025	\$1,492.00
	2026294	8100add25	P	223702	LIFTOFF LLC	Office 365 Additional Licensing 1 M365 G5	\$207.29
	2026346	6114237328	P	223742	VERIZON WIRELESS	Testina Verizon Cell Service	\$276.47
	2026376	333790219 5.21.2025	P	223675	CENTURYLINK	CenturyLink Phone Service	\$73.70
	2026377	334045294 5.21.2025	P	223675	CENTURYLINK	CenturyLink Phone Service	\$73.70

	2026378	333540238	P	223675	CENTURYLINK	CenturyLink Phone Service	\$70.19
		5.21.2025					
	2026448	333538597	P	223764	CENTURYLINK	CenturyLink Phone Service	\$207.93
		6.1.2025					
	2026449	333622384	P	223763	CENTURYLINK	CenturyLink Phone Service	\$263.96
		6.2.2025					
	2026472	INV-272795	P	223806	SMARSH INC	Text Message Archive	\$111.86
		1RJH-TVKW-QKTY.1	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 AMAZON	\$16.86
Org Expense							\$3,043.25
52901059: CIP Computer Replacement		1RJH-TVKW-QKTY.2	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 Amazon	\$165.00
	2026252	9745	P	223766	CHIP GEORGE INC	5 Modem Antennas Replacement	\$5,079.13
		1RJH-TVKW-QKTY.2	P	223671	AMAZON CAPITAL SERVICES INC	MAY2025 Amazon	\$418.80
Org Expense							\$5,662.93
62000051: Custodial Disbursements	2026394	06.03.2025	P	223722	RASKC	May 2025 Pet Licenses	\$20.00
Org Expense							\$20.00
Total							\$1,373,243.68

Accounts Payable Report by Check Number

Type	Check #	Vendor	Invoice #	Description	Invoice Amount
P	223667	TEACHERS INSURANCE & ANNUITY ASSOC OF AMERICA	205744	Rent assistance for EA client	\$3,000.00
Check Amount:					\$3,000.00
	223668	AKYUZ, KATHERINE A	20250528	Planning Commission May meeting stipend	\$500.00
Check Amount:					\$500.00
	223669	ARAMSCO, INC.	S7082406.001	Pavement Marking Stencil	\$196.10
Check Amount:					\$196.10
	223670	AM TEST INC	A25E0453	HETEROTROPHIC PLATE COUNT for May 2025	\$360.00
Check Amount:					\$360.00
	223671	AMAZON CAPITAL SERVICES INC	1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$24.06
			1RJH-TVKW-QKTY.2	MAY2025 Amazon	\$165.00
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$44.97
			1RJH-TVKW-QKTY.2	MAY2025 Amazon	\$418.80
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$240.28
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$102.59
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$34.03
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$28.62
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$36.63
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$82.63
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$16.86
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$27.11
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$28.53
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$3.22
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$3.21
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$3.21
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$3.21
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$3.21
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$10.49
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$24.98
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$407.72
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$156.70
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$88.15
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$92.46
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$162.14
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$76.77
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$22.00
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$29.96
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$207.22
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$10.89
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$7.70
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$76.77
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$45.61
			1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$112.80

1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$32.58
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$135.05
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$96.92
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$190.62
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$217.71
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$61.60
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$11.01
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$127.96
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$16.03
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$55.08
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$21.82
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$21.82
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$21.81
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$21.81
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$21.81
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$36.64
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$19.82
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$386.40
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$311.79
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$60.60
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$39.12
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$39.12
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$39.68
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$30.17
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$19.82
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$55.04
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$10.92
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$4.68
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$180.77
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$176.31
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$42.86
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$90.00
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$99.17
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$73.43
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$15.41
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$132.49
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$120.66
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$19.64
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$121.90
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$52.18
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$204.89
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$28.94
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$10.66
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$44.07
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$54.01
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$21.90
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$31.95
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$204.02
1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$101.65

		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$101.65
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$65.91
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$101.65
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$43.94
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$65.91
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$43.94
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$10.45
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$49.58
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$32.16
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$122.31
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$46.68
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$29.68
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$49.58
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$179.90
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$34.15
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$1,097.60
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$49.98
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$28.14
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$92.65
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$69.96
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$160.55
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$53.45
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$16.35
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$16.35
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$10.69
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$32.61
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$75.54
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	\$266.66
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	(\$73.43)
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	(\$23.13)
		1RJH-TVKW-QKTY.1	MAY2025 AMAZON	(\$215.73)
		Check Amount:		\$9,368.60
223672	ARTEMIS CONNECTION, INC.	2074	Website Accessibility Support INV 2074	\$10,000.00
			Check Amount: \$10,000.00	
223673	BRADLEY PUBLIC SAFETY	053107P-25	Court security 053107P-25	\$1,057.50
			Check Amount: \$1,057.50	
223674	BUSH, ROED & HITCHINGS, INC.	373774	On-call survey for Neigh. Traffic Prog. (2023-2024	\$3,342.60
			Check Amount: \$3,342.60	
223675	CENTURYLINK	333540238 5.21.2025	CenturyLink Phone Service	\$70.19
		334045294 5.21.2025	CenturyLink Phone Service	\$73.70
		333790219 5.21.2025	CenturyLink Phone Service	\$73.70
			Check Amount: \$217.59	
223676	CESSCO INC	00296592-0	2 Cycle Oil	\$393.11
			Check Amount: \$393.11	

223677	CINTAS CORPORATION	4231699736	Laundry & Cleaning Services	\$113.44
		4232371000	Laundry & Cleaning Serviced week of 06.02.25	\$113.44
		4231699736	Laundry & Cleaning Services	\$759.17
		4232371000	Laundry & Cleaning Serviced week of 06.02.25	\$759.17
Check Amount:				\$1,745.22
223678	COMPLETE OFFICE	2353350-0	May 2025 Office Supplies	\$266.79
Check Amount:				\$266.79
223679	COUNTRY VILLAGE DAY SCHOOL	205745	Preschool scholarship for EA client	\$648.00
Check Amount:				\$648.00
223680	DAILY JOURNAL OF COMMERCE	3410187	DJC Project Advertising	\$270.30
Check Amount:				\$270.30
223681	DEPT. OF TRANSPORTATION	RE 41 JZ2644 L002	WSDOT I-90 sign repair material charges	\$199.31
Check Amount:				\$199.31
223682	DESAUTEL COMMUNICATIONS	7259	Communications Support INV 7259	\$6,513.75
Check Amount:				\$6,513.75
223683	EMMANUEL DAY SCHOOL	205746	Preschool scholarship for EA client	\$646.80
Check Amount:				\$646.80
223684	ESA	204370	On-call Forest Creek Lot 1 D201600673.65	\$3,078.00
Check Amount:				\$3,078.00
223685	FACET NW INC	0063767	Env Review (Beach Club) Peer Review SHL25-008	\$2,766.52
Check Amount:				\$2,766.52
223686	FARALLON CONSULTING LLC	0055903	2025 Soil Remediation	\$15,192.30
		0056083	2025 Soil Remediation	\$23,698.85
Check Amount:				\$38,891.15
223687	FERGUSON US HOLDINGS	WP070380	Pollard - Misc. Water distribution supplies	\$332.09
		WP070383	Pollard - Misc. Water distribution supplies	\$1,641.98
Check Amount:				\$1,974.07
223688	FINANCIAL CONSULTANTS INT'L	18596	Upgrades to Police Chief Vehicle	\$11,440.52
Check Amount:				\$11,440.52
223689	GIBSON, JOHN BROOKS	20250528	Planning Commission May meeting stipend	\$500.00
Check Amount:				\$500.00
223690	GRAINGER CARIBE INC	9526403051	123 Lithium Batteries, 3V DC, 12 Pack	\$133.70

			Check Amount:	\$133.70
223691	H D FOWLER	I7021185	Hydrant replacement / CL2 \$73.90 Booster Repair supplies	
			Check Amount:	\$73.90
223692	HDR ENGINEERING INC	1200720687	Professional Services From: \$5,927.23 30-MAR-2025 To: 03-MAY	
			Check Amount:	\$5,927.23
223693	HORIZON DISTRIBUTORS INC	3M551963	Seed and Fert for \$1,712.04 Homestead and Lid	
		3M552274	Open Irrigation PO not to \$34.04 be closed until spent	
		3M552471	Open Irrigation PO not to \$263.42 be closed until spent	
		3M551963	Seed and Fert for \$3,425.04 Homestead and Lid	
			Check Amount:	\$5,434.54
223694	INDUSTRIAL BOLT & SUPPLY INCORPORATED	875722-2	Safety Goggles & Glasses \$242.64	
			Check Amount:	\$242.64
223695	IDAX DATA SOLUTIONS	INV-0005790	IDAX annual Town Center \$17,700.00 parking study (May 2025)	
			Check Amount:	\$17,700.00
223696	ISSAQUAH, CITY OF	25000238	Jail Housing \$4,740.00	
			Check Amount:	\$4,740.00
223697	KC FINANCE	30042428	2025 MONTHLY SEWER \$503,072.96 CHARGES - 12 MONTHS	
			Check Amount:	\$503,072.96
223698	KC FINANCE	167870	Cedar Hill landfill charge \$115.12	
			Check Amount:	\$115.12
223699	KC RECORDER	5.27.2025	1 LIEN RELEASE \$18.00	
			Check Amount:	\$18.00
223700	KELLEY CREATE	IN1984828	Copier Service Fees \$1,544.06 IN1984828	
			Check Amount:	\$1,544.06
223701	PSOMAS	221653	Psomas engineering on- \$4,243.00 call April 2025 invoice	
		221716	Psomas Construction \$9,786.42 Support April 2025 Invoice	
		221548	Psomas ICW Corridor \$15,188.50 Improvements April 2025	
		221716	Psomas Construction \$2,131.00 Support April 2025 Invoice	
		221653	Psomas engineering on- \$1,070.00 call April 2025 invoice	

		221716	Psomas Construction Support April 2025 Invoice	\$1,520.50
			Check Amount:	\$33,939.42
223702	LIFTOFF LLC	8100add25	Office 365 Additional Licensing 1 M365 G5 Testing	\$207.29
			Check Amount:	\$207.29
223703	METROPRESORT	IN678271	May 2025 PRNT & MAILING OF UTILITY STATEMENTS	\$202.17
		IN678271	May 2025 PRNT & MAILING OF UTILITY STATEMENTS	\$140.08
		IN678271	May 2025 PRNT & MAILING OF UTILITY STATEMENTS	\$202.17
		IN678271	May 2025 PRNT & MAILING OF UTILITY STATEMENTS	\$140.09
		IN678271	May 2025 PRNT & MAILING OF UTILITY STATEMENTS	\$202.18
		IN678271	May 2025 PRNT & MAILING OF UTILITY STATEMENTS	\$140.09
			Check Amount:	\$1,026.78
223704	MILLIMAN, INC.	3FPW010525	Year End Updates	\$7,600.00
			Check Amount:	\$7,600.00
223705	N HARRIS COMPUTER CORPORATION	INHCT0000239	File preparation for VertexOne (AMI customer portal)	\$14,050.50
			Check Amount:	\$14,050.50
223706	HARNISH GROUP INC	SECS0774502	Hose Assembly	\$155.84
			Check Amount:	\$155.84
223707	NICE, NAZIM	20250528	Planning Commission May meeting stipend	\$500.00
			Check Amount:	\$500.00
223708	NORCOM 911	0001883	NORCOM 2025	\$174,439.50
			Check Amount:	\$174,439.50
223709	OCCUPATIONAL HEALTH CTRS OF WA	86944324	DOT Physical Re-Cert	\$136.00
			Check Amount:	\$136.00
223710	OGDEN MURPHY WALLACE PLLC	909504	Contract Payment	\$6,480.00
			Check Amount:	\$6,480.00
223711	PACIFIC TOPSOIL INC.	22-T1437075	Haul Out Debris	\$133.40
		22-T1437117	Haul Out Debris	\$133.40
		22-T1437139	Haul Out Debris	\$133.40
		22-T1437168	Haul Out Debris	\$200.10
			Check Amount:	\$600.30

223712	PAPE MACHINERY INC	2361291	Loader Bearing Diagnosis (#365)	\$531.06
Check Amount:				\$531.06
223713	THE PEBBLE PRESCHOOL AT MI PRESBYTERIAN CHURCH	205747	Preschool scholarship for EA client	\$500.50
Check Amount:				\$500.50
223714	THE PEBBLE PRESCHOOL AT MI PRESBYTERIAN CHURCH	205748	Preschool scholarship for EA client	\$204.70
Check Amount:				\$204.70
223715	PEREZ, ANTHONY L	20250528	Planning Commission May meeting stipend	\$500.00
Check Amount:				\$500.00
223716	PUBLIC SAFETY SELECTION PC	5781	Post COE Psych Evaluations INV 5781	\$900.00
Check Amount:				\$900.00
223717	PUGET SOUND ENERGY	2453JUNE2025	Lighting for CIP 7714 N MERCER WAY	\$66.23
Check Amount:				\$66.23
223718	PUGET SOUND ENERGY	9958JUNE2025	Pedestrian Signal 3200 81ST PL SE	\$47.95
Check Amount:				\$47.95
223719	PUGET SOUND ENERGY	1689JUNE2025	Street Lights 6300 Island Crest Way	\$10.89
Check Amount:				\$10.89
223720	PUGET SOUND ENERGY	1139JUNE2025	Electric Svc for Radar Signs- SE 78TH & 84TH AVE S	\$11.69
Check Amount:				\$11.69
223721	PURIFIED WATER TO GO	052569780	Purified Water to Go - office	\$45.22
Check Amount:				\$45.22
223722	RASKC	06.03.2025	May 2025 Pet Licenses	\$20.00
Check Amount:				\$20.00
223723	REFUNDS OneTime	REFUND 672589004	REFUND: Escrow overpaid final	\$743.79
Check Amount:				\$743.79
223724	REFUNDS OneTime	REFUND 291570005	REFUND: Escrow overpaid final	\$176.80
Check Amount:				\$176.80
223725	REFUNDS OneTime	REFUND 6.4.2025	REFUND: paid on wrong account - mis-applied pmts	\$1,182.43
Check Amount:				\$1,182.43
223726	REFUNDS OneTime	REFUND 413090002	REFUND: Escrow overpaid final	\$13.53
Check Amount:				\$13.53
223727	REFUNDS OneTime	REFUND 741785502	REFUND: Escrow overpaid final	\$380.04
Check Amount:				\$380.04

223728	REFUNDS OneTime	REFUND 318350004	REFUND: Escrow overpaid final	\$310.78
Check Amount:				\$310.78
223729	REFUNDS OneTime	REFUND 62671401	REFUND: Escrow overpaid final	\$149.85
Check Amount:				\$149.85
223730	REFUNDS OneTime	REFUND 292992010	REFUND: Escrow overpaid final	\$30.00
Check Amount:				\$30.00
223731	REFUNDS OneTime	REFUND 774570004	REFUND: Escrow overpaid final	\$424.50
Check Amount:				\$424.50
223732	RELX INC.	3095618623	Contract Payment	\$394.52
Check Amount:				\$394.52
223733	RINGSQUARED TELECOM LLC	IN302368	Long Distance Charges	\$73.07
Check Amount:				\$73.07
223734	ROBERT HALF	64978953	Temp Staff - R. Seal, week ending 5/16/25	\$2,100.00
		65003965	Temp Staff - R. Seal, week ending 5/23/25	\$2,100.00
		65027420	Temp Staff - R. Seal, week ending 5/30/25	\$840.00
Check Amount:				\$5,040.00
223735	ROBINSON, KELLY	REIM 5.29.2025	Reimburse K.Robinson CPTED Per Diem & Expenses	\$200.00
		REIM 5.29.2025	Reimburse K.Robinson CPTED Per Diem & Expenses	\$341.64
Check Amount:				\$541.64
223736	SCARFF FORD	97664	2020 Ford F550 Service Repair	\$8,284.86
Check Amount:				\$8,284.86
223737	SEATTLE BOAT CO	993-20913-33252	MIPD Marine Patrol Fuel	\$414.23
		993-20924-45500	MIPD Marine Patrol Fuel	\$477.58
		993-20929-42009	MIPD Marine Patrol Fuel	\$520.07
		993-20958-57248	MIPD Marine Patrol Fuel	\$990.05
		993-20958-58899	MIPD Marine Patrol Fuel	\$183.04
		993-20965-39071	MIPD Marine Patrol Fuel	\$1,385.06
		993-20968-56409	MIPD Marine Fleet Fuel	\$990.05
		993-20973-31836	MIPD Marine Fleet Fuel	\$1,046.03
		993-20974-63418	MIPD Marine Fleet Fuel	\$471.75
Check Amount:				\$6,477.86
223738	SECURITY SOLUTIONS NORTHWEST LLC	380734	PD Complex Monitoring	\$47.99
		379886	Replacement of Reservoir Gate card reader	\$1,450.23
Check Amount:				\$1,498.22
223739	THOMPSON, DANIEL P	20250528	Planning Commission May meeting stipend	\$500.00

			Check Amount:	\$500.00
223740	UTILITIES UNDERGROUND LOCATION	5050186	Excavation Notifications for the month of May: 253	\$341.55
			Check Amount:	\$341.55
223741	VERIZON WIRELESS	6114237325	Verizon Cell Service	\$4,304.40
			Check Amount:	\$4,304.40
223742	VERIZON WIRELESS	6114237328	Verizon Cell Service	\$276.47
			Check Amount:	\$276.47
223743	VERIZON WIRELESS	6114237326	Verizon Cell Service	\$577.49
			Check Amount:	\$577.49
223744	VERIZON WIRELESS	6114237331	Verizon Cell Service	\$229.17
		6114237331	Verizon Cell Service	\$84.58
			Check Amount:	\$313.75
223745	VERIZON WIRELESS	6114237323	Verizon Cell Service	\$782.23
			Check Amount:	\$782.23
223746	VERIZON WIRELESS	6114229603	Verizon Cell Service	\$47.29
		6114229603	Verizon Cell Service	\$338.76
		6114229603	Verizon Cell Service	\$439.62
		6114229603	Verizon Cell Service	\$42.29
			Check Amount:	\$867.96
223747	VERIZON WIRELESS	6114263191	Verizon Cell Service	\$53.20
			Check Amount:	\$53.20
223748	VERIZON WIRELESS	6114237332	Verizon Cell Service	\$42.29
			Check Amount:	\$42.29
223749	WA ST DEPT OF ECOLOGY	25-RS-WAR045528-1	Stormwater Action Monitoring - 2025 Cost Share	\$15,984.00
			Check Amount: \$15,984.00	
223750	GCP WW HOLDCO LLC	INV2060001772	Joe Dye uniform allowance	\$645.78
			Check Amount: \$645.78	
223751	GCP WW HOLDCO LLC	INV2050005854	Daniel McAleese clothing allowance	\$286.72
			Check Amount: \$286.72	
223752	KOCH HOLDINGS INC.	127088	Fence repair	\$3,426.92
			Check Amount:	\$3,426.92
223753	AM TEST INC	A25F0009	WATER BACTERIOLOGICAL ANALYSIS	\$60.00
		A25F0010	WATER BACTERIOLOGICAL ANALYSIS	\$40.00
		A25E0478	Water Sample	\$125.00
			Check Amount:	\$225.00
223754	AQUATIC INFORMATICS INC	113559	Tokay Web Test - May 2025	\$1,429.30
			Check Amount: \$1,429.30	
223755	AT&T MOBILITY	5128x06132025	Wireless Cell Svc 5.6.2025 - 6.5.2025	\$120.12
			Check Amount: \$120.12	

223756	ATCO	473107	May 14, 2025- Jun 13, 2025	\$10,175.73
Check Amount:				\$10,175.73
223757	AUBURN MECHANICAL	50908	Chiller inspection, parts	\$1,014.94
		50772	Troubleshoot, repair 1 unit & filter changes for 2	\$1,921.66
Check Amount:				\$2,936.60
223758	BARGER, KENNETH	16-4108-88	French interp 6.10.25	\$169.83
Check Amount:				\$169.83
223759		LEOFF I Expense	LEOFF I Retiree Expenses	\$124.12
Check Amount:				\$124.12
223760	BRADLEY, ADRIAN	16-4438-14	Mandarin interp 6.9.25	\$166.88
Check Amount:				\$166.88
223761	BRINK'S INCORPORATED	7531659	MAY 2025	\$723.29
Check Amount:				\$723.29
223762	BULGER SAFE & LOCK	WO-236476	Dead Bolt Repair/Replacement	\$546.23
Check Amount:				\$546.23
223763	CENTURYLINK	333622384 6.2.2025	CenturyLink Phone Service	\$263.96
Check Amount:				\$263.96
223764	CENTURYLINK	333538597 6.1.2025	CenturyLink Phone Service	\$207.93
Check Amount:				\$207.93
223765	CHAPTER 13 TRUSTEE	PR 6.10.2025	PR 6.10.2025	\$620.50
Check Amount:				\$620.50
223766	CHIP GEORGE INC	9757	1 Modem 1 Antenna Transfer	\$870.58
		9756	2 Modem 2 Antennas	\$1,699.28
		9758	1 Modem Transfer	\$672.22
		9745	5 Modem Antennas Replacement	\$5,079.13
Check Amount:				\$8,321.21
223767	CINTAS CORPORATION	5274653408	THRIFT STORE CABINET - Update	\$102.89
Check Amount:				\$102.89
223768	CONFIDENTIAL DATA DISPOSAL	3000938	Shredding Services	\$90.00
Check Amount:				\$90.00
223769	DATAQUEST LLC	25446	Background Checks INV 25446	\$26.50
		25446	Background Checks INV 25446	\$79.50
Check Amount:				\$106.00
223770	DAVID EVANS & ASSOC INC	590613	First Hill Generator Repl Desi	\$636.50
		588334	First Hill Generator Repl Desi	\$1,550.00
Check Amount:				\$2,186.50

223771		LEOFF 1 Expense	LEOFF I Retiree Expenses	\$403.07
			Check Amount:	\$403.07
223772	FISHERIES SUPPLY	7258091	MIPD Fleet - Winch Straps	\$27.72
			Check Amount:	\$27.72
223773	GLOBAL INDUSTRIAL	122883218	Production Supply Additions	\$587.73
			Check Amount:	\$587.73
223774	GRAINGER CARIBE INC	9534959847	Misc Warehouse	\$973.85
		9535495312	Misc Warehouse	\$2,251.65
			Check Amount:	\$3,225.50
223775	ISSAQUAH, CITY OF	25000175	Jail Housing Bill #25000175 - March 2025	\$6,841.97
		25000144	Jail Housing Fees - Invoice # 25000144 - February	\$4,520.36
			Check Amount:	\$11,362.33
223776	KC FINANCE	11015952	I-NET MONTHLY SERVICES 1/1/2025-12/31/2025	\$1,492.00
			Check Amount:	\$1,492.00
223777	KRAZAN & ASSOCIATES INC	INV I625784-5832	Town Center Parking Facility Materials Testing	\$5,785.00
			Check Amount:	\$5,785.00
223778	KUSAK CRYSTAL	IN-5713408	Community Member Award IN-5713408	\$154.28
			Check Amount:	\$154.28
223779	LAKESIDE INDUSTRIES	318596	5/8th minus quarry gravel	\$890.11
			Check Amount:	\$890.11
223780	LANGUAGE LINE SERVICES	11619499	Translation Services INV 11619499	\$11.76
			Check Amount:	\$11.76
223781	LANGUAGE LINE SERVICES	11615585	Language Line	\$24.41
			Check Amount:	\$24.41
223782		LEOFF I Expense	LEOFF I Retiree Expenses	\$188.51
			Check Amount:	\$188.51
223783	MARLIN LEASING CORPORATION	40570811	Copier Lease Fees Jun 2025 INV 40570811	\$858.49
		40574040	Copier Lease Fees Jun 2025 INV 4057040	\$284.31
		40605431	Copier Lease Fees Jun 2025 INV 40605431	\$1,032.56
			Check Amount:	\$2,175.36
223784	MCCLURE AND SONS, INC.	PP No. 18	WU119 Carryover Reservoir Gene	\$15,434.61
			Check Amount:	\$15,434.61

223785	METROPRESORT	IN678639	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$125.00
		IN678378	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$109.12
		IN678378	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$75.15
		IN678639	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$110.92
		IN678639	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$81.44
		IN678378	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$109.13
		IN678378	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$75.16
		IN678639	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$110.91
		IN678639	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$81.44
		IN678378	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$109.12
		IN678378	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$75.16
		IN678639	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$110.92
		IN678639	MAY 2025 PRNT & MAILING OF UTILITY STATEMENTS BOOK	\$81.44
Check Amount:				\$1,254.91
223786	MI EMPLOYEES ASSOC	PR 6.10.2025	PR 6.10.2025	\$262.50
Check Amount:				\$262.50
223787	MI HARDWARE TRUE VALUE	147858	MI True Value 5/31/25 STMT - Bldg Sersvice	\$112.14
Check Amount:				\$112.14
223788	MI HARDWARE TRUE VALUE	Park Maint May 2025	MI True Value 05/31/25 - Parks Maint.	\$136.38
		Park Maint May 2025	MI True Value 05/31/25 - Parks Maint.	\$39.66
		Park Maint May 2025	MI True Value 05/31/25 - Parks Maint.	\$256.49

Park Maint May 2025 MI True Value 05/31/25 - \$39.66

Parks Maint.

Check Amount: **\$472.19**

223789	MI HARDWARE TRUE VALUE	147845	MI True Value - 5/31/25	\$5.92
			Stmt - Utilities	

Check Amount: **\$5.92**

223790	MI HARDWARE TRUE VALUE	Police MAR 2025	Mercer Island Hardware	\$194.98
			Charges - Patrol/Marine	

Check Amount: **\$194.98**

223791	MI UTILITY BILLS	5/31/2025	MAY 2025 PMT OF UTILITY	\$16,999.60
			BILLS FOR WATER SERVICE	

		MAY5/31/2025	MAY 2025 PMT OF UTILITY	\$7,991.56
			BILLS FOR WATER SERVICE	

		5/31/2025	MAY 2025 PMT OF UTILITY	\$294.82
			BILLS FOR WATER SERVICE	

		MAY5/31/2025	MAY 2025 PMT OF UTILITY	\$5,954.46
			BILLS FOR WATER SERVICE	

		5/31/2025	MAY 2025 PMT OF UTILITY	\$1,043.81
			BILLS FOR WATER SERVICE	

		MAY5/31/2025	MAY 2025 PMT OF UTILITY	\$4,996.97
			BILLS FOR WATER SERVICE	

		MAY5/31/2025	MAY 2025 PMT OF UTILITY	\$32,002.91
			BILLS FOR WATER SERVICE	

		5/31/2025	MAY 2025 PMT OF UTILITY	\$5,834.14
			BILLS FOR WATER SERVICE	

		5/31/2025	MAY 2025 PMT OF UTILITY	\$641.00
			BILLS FOR WATER SERVICE	

		5/31/2025	MAY 2025 PMT OF UTILITY	\$3,313.38
			BILLS FOR WATER SERVICE	

		5/31/2025	MAY 2025 PMT OF UTILITY	\$1,264.14
			BILLS FOR WATER SERVICE	

		5/31/2025	MAY 2025 PMT OF UTILITY	\$198.74
			BILLS FOR WATER SERVICE	

Check Amount: **\$80,535.53**

223792	MOBERLY AND ROBERTS	1239	Contract Payment	\$8,220.87
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Check Amount: **\$8,220.87**

223793	MURANO, DEIRDRE RUTH	16-3556-205	Spanish interp 6.10.25	\$171.44
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Check Amount: **\$171.44**

223794	NAPA AUTO PARTS	959754	Credit for Battery Core	(\$59.56)
			Charges on Inv 959738	

		957767	Brake Rotor & Pads - 2022	\$183.86
			Ford Police Utility	
		958193	Lamps/Bulbs	\$26.27
		958409	LED MDL 44 Strobe-GMT	\$69.83
		958422	Oil Filter	\$80.17
		959738	Batteries w/Core Charges	\$370.12
			Check Amount:	\$670.69
223795	PACIFIC TOPSOIL INC.	2-O1141378-01	3 Way Mix Topsoil	\$616.02
			Check Amount:	\$616.02
223796	PASO ROBLES TANK INC	Progress Payment #22	Replace interior/exterior rese	\$176,320.00
			Check Amount:	\$176,320.00
223797	PAYBYPHONE US INC.	INVPBP-US1952	TRANSACTION FEES	\$269.65
			Check Amount:	\$269.65
223798	PITNEY BOWES	3320864754	4/9/25-7/8/25 FOLDING MACHINE LEASE	\$980.63
			Check Amount:	\$980.63
223799	OLSON BROTHERS PRO-VAC LLC	365404696	PRO-VAC contract 2025- 2026	\$23,315.30
			Check Amount:	\$23,315.30
223800	PROCOM LLC	140995	Pre-Employment Testing INV 140995	\$72.00
			Check Amount:	\$72.00
223801	PUGET SOUND ENERGY	0576JUNE2025	Electric Svc for Water Cabinet	\$19.70
			Check Amount:	\$19.70
223802	REFUNDS OneTime	REFUND 00108560003	Refund act00108560003 shouldve been closed 12/2024	\$193.44
			Check Amount:	\$193.44
223803	REFUNDS OneTime	REFUND 0010860001	Refund acct0010860001 shouldve been closed 12/2024	\$193.44
			Check Amount:	\$193.44
223804	SCORE	8602	SCORE Jail Housing Fees - May 2025 - Invoice # 860	\$16,186.61
		8667	SCORE Jail Housing Fees June 2025 - Invoice # 8667	\$3,837.06
			Check Amount:	\$20,023.67
223805	SEATTLE PUBLIC UTILITIES	MAY 2025	MAY 2025 SPU CHARGE FOR RETAIL SERVICE CONNECTIONS	\$13,394.00
			Check Amount:	\$13,394.00
223806	SMARSH INC	INV-272795	Text Message Archive	\$111.86
			Check Amount:	\$111.86
223807	STERLING VOLUNTEERS	10318570	Background Checks INV 10318570	\$72.00

			Check Amount:	\$72.00
223808	STRIDER CONSTRUCTION CO INC	PP No.8	Reservoir Booster Pump Station	\$14,601.50
			Check Amount:	\$13,939.00
223809	SUPPLY SOURCE INC, THE	2501852	Janitorial Supplies: Tissue, Folding Towels and T	\$3,915.13
			Check Amount:	\$3,915.13
223810	THE PART WORKS, INC	INV119780	plumbing parts	\$481.32
			Check Amount:	\$481.32
223811	TOURNESOL SITEWORKS	INV872	Donation Bench Backstock	\$8,687.62
			Check Amount:	\$8,687.62
223812	TSE, BIANCA	Bianca 6.9.25	Pro Tem Bianca Tse	\$100.00
			Check Amount:	\$100.00
223813	WA ST DOL	5/3/2025 - 6/5/2025	CONCEALED PISTOL LICENSES ISSUED	\$294.00
			Check Amount:	\$294.00
223814	WA ST PATROL	I2505338 - I2505795	CPL Background Checks	\$186.00
			Check Amount:	\$186.00
223815	W.S. DARLEY & CO.	17537089	MIP Refurbishment of Patrol 14 (Marine Patrol vess	\$15,402.65
			Check Amount:	\$15,402.65
Total				\$1,373,243.68



CITY COUNCIL MINUTES REGULAR HYBRID MEETING JULY 1, 2025

Item 5.

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 Daniel Becker, Craig Reynolds, Wendy Weiker, and Ted Weinberg (arrived at 5:03pm) attended in person. Councilmember Lisa Anderl attended via Zoom.

PLEDGE OF ALLEGIANCE

The City Council delivered the Pledge of Allegiance.

AGENDA APPROVAL

It was moved by Rosenbaum; seconded by Weiker to:

Approve the agenda as presented.

PASSED: 6-0

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

ABSENT: 1 (Weinberg)

CITY MANAGER REPORT

City Manager Jessi Bon reported on the following items:

- **Council, Boards & Commission Meetings:** City Council Meeting on July 15 at 5:00 pm. No City Council meetings in August.
- **City Services Updates:**
 - **Pro and Con Committees:** City is accepting applications for Pro and Con Committees to write voter pamphlet statements for the Public Safety and Maintenance Facility bond measure. Applications are due by noon on July 11.
 - **Roanoke Park Playground Replacement:** Work to replace and upgrade the aging playground at Roanoke Park to enhance safety, accessibility, and play experiences for children of all ages is progressing. The project should be completed by the end of the month.
 - **Aubrey Davis Trail Safety Improvements:** This project provides safer pedestrian crossings, improved visibility, traffic calming, and enhanced wayfinding to make the trail safer for users is almost complete. Last week, the City's contractor installed supplemental signage to increase safety of trail users.
 - **King County Sewerline Upgrade:** Final paving is occurring on 81st Ave SE (just north of North Mercer Way) and on North Mercer Way between 81st Ave SE and Island Crest Way.
- **Upcoming Events:**
 - Summer Celebration – Saturday, July 12
 - National Night Out – Tuesday, August 5
- **News:** Island House Assisted Living welcomed MIPD officers for a presentation on "How to Spot Scammers."

APPEARANCES

Addie Smith spoke about being a hate crime survivor.

Michele Silbey (Mercer Island) thanked the City Council for passing the Gun Violence Awareness Day proclamation.

Jonathan Harrington (Mercer Island) spoke about the proposed amendment to the 1% for the Arts Fund.

CONSENT AGENDA

Councilmember Reynolds requested to remove AB 6724: Gun Violence Awareness Day (Proclamation No. 364) from the Consent Agenda. Mayor Nice moved it to the first item of Regular Business.

AB 6719: June 25, 2025 Payroll Certification

Recommended Action: Approve the June 25, 2025 Payroll Certification in the amount of \$961,225.64 and authorize the Mayor to sign the certification on behalf of the entire City Council.

AB 6720: Certification for Claims Paid May 16, 2025 through May 31, 2025

Recommended Action: Approve the May 16, 2025 through May 31, 2025 Accounts Payable Certification of Claims in the amount of \$7,237,067.59 and authorize the Mayor to sign the certification on behalf of the entire City Council.

City Council Regular Hybrid Meeting Minutes of June 17, 2025

Recommended Action: Approve the City Council Regular Hybrid Meeting Minutes of June 17, 2025.

AB 6721: Parks and Recreation Month Proclamation No. 363

Recommended Actions: Approve Proclamation No. 363 proclaiming July 2025 as Parks and Recreation Month on Mercer Island.

AB 6722: Ratification of the Mercer Island Annex to the 2025-2030 King County Regional Hazard Mitigation Plan

Recommended Action: Adopt Resolution No. 1679 ratifying the Mercer Island Annex to the 2025-2030 King County Regional Hazard Mitigation Plan.

AB 6723: Interlocal Agreement with MISD for Mental Health Counseling Services

Recommended Action: Authorize the City Manager to sign the interlocal agreement with the Mercer Island School District for mental health counseling services during the 2025-2026 school year substantially in the form attached as Exhibit 1 to AB 6723.

AB 6727: 2025 City Council Committee and Liaison Assignments

Recommended Action: No action necessary.

It was moved by Weinberg; seconded by Weiker to:

Approve the Consent Agenda as presented, and the recommended actions contained therein.

PASSED: 7-0

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

REGULAR BUSINESS

AB 6724: Gun Violence Awareness Day (Proclamation No. 364)

Councilmember Reynolds spoke about the importance of Gun Violence Awareness Day.

It was moved by Reynolds; seconded by Rosenbaum to:

Approve Proclamation No. 364 Proclaiming June 6, 2025 as Gun Violence Awareness Day on Mercer Island.

PASSED: 7-0

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

AB 6726: Condemnation of Property at 9655 SE 36th Street (First Reading and Adoption of Ordinance No. 25-20)

City Attorney Bio Park spoke about the condemnation of the property at 9655 SE 36th Street.

It was moved by Rosenbaum; seconded by Weinberg to:

Adopt Ordinance No. 25-20 at first reading, pursuant to City Council Rules of Procedure 6.3(C)(3), condemning the property at 9655 SE 36th Street.

PASSED: 7-0

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

AB 6725: 1% for Art in Public Places Fund Code Amendments (Ordinance No. 25C-19 First Reading)

Chief of Administration Ali Spietz presented the proposed code amendments to the 1% for Art in Public Places Fund to allow the City Council to partially or fully exempt projects from contributing to the Fund.

City Council discussed the proposed amendments.

It was moved by Weiker; seconded by Anderl to:

Adopt Ordinance No. 25C-19 as amended, upon first reading, to amend MICC 4.40.200 related to the 1% for Arts in Public Places Fund.

It was moved by Reynolds; seconded by Becker to:

Amend Section 4.20.200(C) of Ordinance No. 25C-19 as follows:

All authorizations and/or appropriations for qualifying capital improvement projects shall include an amount of not less than one percent of the total project cost to be set aside for transfer to the 1% for art in public places fund, unless the City Council by a majority vote exempts or partially exempts a qualifying capital improvement project from this section. The City Council may vote to exempt, fully or partially, only those projects that involve the use of general obligation bond proceeds as described in subsection E. When partially exempting a project, the City Council may establish the amount less than the minimum amount described in subsection D to be set aside for transfer to the fund.

Motion to Amend PASSED: 7-0

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

Amended Motion PASSED: 7-0

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

It was moved by Reynolds; seconded by Weinberg to:

Direct the City Manager to complete a review of the 1% for the Arts Fund code in 2026, in collaboration with the Arts Council, and prepare recommended code changes, if needed, for City Council consideration.

PASSED: 7-0

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

AB 6715: Conduct First Reading of Ordinance No. 25-13 related to the Bond Levy for the Public Safety and Maintenance Facility

City Manager Jessi Bon presented Ordinance No. 23-13 for first reading to place a bond measure on the November 2025 General Election to fund the design and construction of the Public Safety & Maintenance (PSM) Facility.

Finance Director Matt Mornick reviewed the actions items needed to finalize the ordinance for second reading on July 15 including:

- Any amendments regarding the 1% for the Arts Fund contribution for the Project which informs the final not-to-exceed amount of bond issuance.
- Length of the repayment schedule on proposed bonds.
- Finalize ballot proposition language.
- Finalize Explanatory Statement language.

Along with the City's financial advisor, Justin Monwai from Piper Sandler, and bond counsel, Deanna Gregory from Pacific Law Group, Director Mornick reviewed the City's current debt and spoke about Unlimited Tax General Obligation and recommended that the City issue them via voter approval for the PSM Facility.

Following discussion of the repayment schedule, the City Council decided on 25 years for repayment for the bonds.

It was moved by Rosenbaum; seconded by Weiker to:

Amend Ordinance No. 25-13 to include a full exemption for the PSM Facility project from the 1% for Arts contribution requirement

PASSED: 7-0

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

It was moved by Rosenbaum; seconded by Weiker to:

Appoint Mayor Nice, Deputy Mayor Rosenbaum, and Councilmember Reynolds to the Ad-hoc Working Group to review the Ballot Proposition and the Explanatory Statement for the PSM Facility bond measure with the City Manager and the City Attorney and prepare a final recommendation for City Council consider at the July 15, 2025 Council meeting.

PASSED: 7-0

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

It was moved by Rosenbaum; seconded by Becker to:

Schedule Ordinance No. 25-13 for second reading and adoption at the July 15, 2025 City Council Meeting

PASSED: 7-0

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

**AB 6716: Parks Zone Code Amendment (Ordinance No. 25C-16 First Reading) and
AB 6717: Parks Zone Comprehensive Plan Amendment (Ordinance No. 25-17 First Reading)**

CPD Director Jeff Thomas introduced Management Analyst Carson Hornsby who presented ordinances amending the City Code and Comprehensive Plan to establish a Parks Zone on Mercer Island. He provided background information about the development of the ordinances including the Parks & Recreation Commission and Planning Commission reviews of the ordinances. Management Analyst Hornsby spoke about the Planning Commission's recommendations and staff's response to those recommendations

Planning Commission Chair Daniel Thompson provided his comments regarding the review process and recommendations for the ordinances.

The City Council asked questions of Chair Thompson and staff.

It was moved by Rosenbaum; seconded by Reynolds to:

Schedule Ordinance No. 25C-16 for second reading on July 15, 2025.

It was moved by Rosenbaum; seconded by Reynolds to:

Direct staff to amend Ordinance 25C-16 to include the recommendation from the Parks and Recreation Commission and incorporate the Planning Commission recommended amendments from Exhibit 3 – log numbers 1, 2, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14 and 16.

Motion to Amend PASSED: 7-0

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

Amended Motion PASSED: 7-0

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

It was moved by Anderl; seconded by Nice to:

Schedule Ordinance No. 25-17 for second reading on July 15, 2025.

It was moved by Rosenbaum; seconded by Weinberg to:

Direct staff to amend Ordinance 25-17 to (1) include the recommendation from the Parks and Recreation Commission, (2) incorporate the Planning Commission recommended amendment to change the Commercial Office Zone in the ROW on SE 36th St to Single Family Residential on the Land Use Map, (3) incorporate all of the Planning Commission recommended amendments to the Land Use Designation Table, (4) incorporate the staff recommended amendment in AB 6717 to revise the Open Space land use designation description, and (5) schedule for a second reading on July 15, 2025.

Motion to Amend PASSED: 7-0

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

Amended Motion PASSED: 7-0

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

AB 6718: Shopping Cart Regulations (First Reading of Ordinance No. 25C-18)

Management Analyst Amelia Tjaden presented Ordinance No. 25C-18 that amends the Mercer Island City Code to prevent the illegal removal of shopping carts from business premises, to mitigate the illegal possession and accumulation of shopping carts on public or private property, and to limit the operation of shopping carts in public right of ways. She noted that the City's criminal code would be amended to include the following regulations:

- All shopping carts are required to be labeled, and signage posted on the business' property, in accordance with RCW 9A.56.270.
- Removal of shopping carts from the premises of the retail establishment is illegal.
- Operating a shopping cart in the right-of-way, or in a park, is illegal.
- Owners are required to retrieve a shopping cart within 48 hours of the City providing notification of a lost, stolen, or abandoned cart.

The City Council asked questions of staff.

It was moved by Rosenbaum; seconded by Reynolds to:

Schedule Ordinance No. 25C-18 for second reading and adoption on July 15, 2025.

PASSED: 7-0

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

It was moved by Nice; seconded by Reynolds to:

Amend section 9.24.060 to have the reference to class III civil infraction removed for second reading.

Motion to Amend PASSED: 7-0

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

Amended Motion PASSED: 7-0

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

OTHER BUSINESS

Councilmember Absences and Reports

Councilmember Weinberg noted he attended the Association of Washington Cities Conference last week in Kennewick and that his next monthly open lunch is on July 20 at Homegrown.

Councilmember Reynolds noted that National Night Out is on August 5.

Anderl spoke about Summer Celebration on July 12.

ADJOURNMENT

The Regular Hybrid Council Meeting adjourned at 7:43 pm.

Attest:

Salim Nice, Mayor

Andrea Larson, City Clerk



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6728
July 15, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6728: Parks Zone Code Amendment (Ordinance No. 25C-16, Second Reading)	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Adopt Ordinance No. 25C-16 with an effective date of December 31, 2025.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager Carson Hornsby, Management Analyst II Alison Van Gorp, Deputy Director for Community Planning and Development
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 25C-16
CITY COUNCIL PRIORITY:	2. Sustain and enhance our natural environment, especially parks and open spaces, to benefit this generation and others that follow.

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

EXECUTIVE SUMMARY

The purpose of this agenda item is to conduct the second reading and adoption of Ordinance No. 25C-16 (Exhibit 1) to amend the Mercer Island City Code (MICC) to establish the Parks Zone Development Regulations and Zoning Map.

- The purpose of the Parks Zone is to establish land use regulations for City-owned and managed park properties to ensure the land is managed appropriately and in alignment with the Parks, Recreation, and Open Space (PROS) Plan, Mercer Island City Code (MICC), park master plans, forest management plans, and similar documents.
- The Parks and Recreation Commission (PRC) presented their Parks Zone recommendation to the City Council on April 15, 2025 ([AB 6660](#)), and the Planning Commission (PC) on April 23, 2025 ([PCB 25-08](#)).
- The PC held a public hearing on the Parks Zone code amendment ([PCB 25-09](#)) on May 28, 2025 and finalized their code amendment recommendation to the City Council on June 10, 2025.
- The PC's code amendment recommendation was presented to the City Council in [AB 6716](#) and the City Council completed the first reading of Ordinance No. 25C-16 on July 1, 2025.

- During the first reading of Ordinance No. 25C-16, the City Council provided direction to staff on which PC recommended changes from the PRC recommended version to include for the second ordinance reading on July 15. These changes are discussed in detail in the Issue/Discussion section below.

BACKGROUND

Development of a new Parks Zone was added to the 2024 Comprehensive Plan Periodic Review scope of work by the City Council in 2022 with [Resolution No. 1621](#). Adoption of the Parks Zone requires amendments to MICC Title 19, the Zoning Map, and the Comprehensive Plan Land Use Map and Land Use Designation Table.

Early in the development process, the Parks Zone was split into two separate zones: one zone for City-owned and managed Open Space Lands and a second zone for City-owned and managed Park properties. The decision to develop two zones was made based on feedback from the community and a recommendation from the PRC. The Open Space Zone was developed first by the PRC, Open Space Conservancy Trust (OSCT) Board, and PC, and adopted by the City Council in 2024 with [Ordinance No. 24C-15](#).

After adoption of the Open Space Zone, the PRC shifted focus to development of the Parks Zone. The PRC developed their Parks Zone recommendation from October 2024 to April 2025. The PRC presented their recommendation to the City Council on April 15, 2025 ([AB 6660](#)), and the PC on April 23, 2025 ([PCB 25-08](#)).

The PC held a public hearing for the Parks Zone code amendment ([PCB 25-09](#)) during the May 28, 2025 PC meeting and finalized their code amendment recommendation to the City Council at the June 10, 2025 PC special meeting. The PC's code amendment recommendation was presented to the City Council on July 1, 2025 with [AB 6716](#).

ISSUE/DISCUSSION

Ordinance No. 25C-16

If adopted, Ordinance No. 25C-16 (Exhibit 1) will establish the Parks Zone in the MICC by:

1. Creating new code section MICC 19.05.050 Parks Zone.
 - Purpose: statement that summarizes the goals and objectives of the zone.
 - Designation Requirements: criteria that land must meet to be included in the zone.
 - Uses Permitted: uses and activities allowed in the zone.
2. Creating new code section MICC 19.05.060 Parks Zone Development Standards.
 - Development Standards: rules that dictate how land in the zone can be developed.
3. Amending MICC 19.16.010 Definitions.
 - Definitions: key terms used in the Parks Zone development regulations defined and added to the definitions in the Development Code.
4. Amending MICC 19.01.040 Zone Establishment.
 - Zone Establishment: Parks Zone added to the list of zones in the Development Code.
5. Repealing and replacing MICC Title 19 Appendix D – Zoning Map.
 - Zoning Map: Parks zoning designation added to the map.

The proposed code amendments in Ordinance No. 25C-16 align with the amendments to the Comprehensive Plan currently under consideration by the City Council (see AB 6729 on the July 15 agenda). The code and

Comprehensive Plan amendments must be adopted concurrently to ensure the Development Code and Comprehensive Plan remain consistent without any gaps in timing.

Updates to Ordinance No. 25C-16 After First Reading

Ordinance No. 25C-16 (Exhibit 1) has been updated to reflect the amendments approved by the City Council at the July 1, 2025 meeting to 1) include the amendments recommended by the PRC and 2) incorporate a portion of the amendments recommended by the PC, including those in logs 1, 2, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, and 16 from [AB 6716](#) Exhibit 3:

- Log 1: 19.05.050(A) – Purpose revised to reference “shoreline access” and “social spaces for individuals and gatherings.”
- Log 2: 19.05.050(C)(4) – “Multipurpose facilities” added to Uses Permitted.
- Log 4: 19.05.050(C)(10) – Temporary uses and structures in Uses Permitted revised to add the following sentence: “Temporary uses shall conform to the development standards in MICC 19.05.060.”
- Log 5: 19.05.060(C)(3) – Kiosk standard revised to specify the limit of 22 square feet of surface area applies “per side.”
- Log 6: 19.05.060(G)(1) – Impervious Surface standard revised to add “PROS Plan” and “Capital Improvement Program” as examples of planning documents that include a public process and City Council approval that may be used to approve projects that add net new impervious surface in the Parks Zone.
- Log 8: 19.05.060(G)(1)(e) – Temporary structures added to Impervious Surface standard exemptions.
- Log 9: 19.05.060(H)(1) – General Lighting Requirements revised to add the following sentence: “Lighting must be designed to maintain adequate illumination for pedestrian safety, visibility, and compliance with Crime Prevention Through Environmental Design (CPTED) principles.”
- Log 10: 19.05.060(H)(2)(c) – General Lighting Requirements exemption for pathway and landscaping lighting fixtures producing less than 200 lumens revised to specify 200 lumens “per fixture.”
- Log 11: 19.05.060(H)(3) – New section added: “Ecological and Low-Impact Lighting Standards.”
- Log 12: 19.16.010 – Definition of “Public Art” revised to add the following sentence: “Public art can be implemented in standalone art installations or incorporated into other structures.”
- Log 13: 19.16.010 – Definition of “Recreational Facilities” revised to add “shell houses” to list of examples.
- Log 14: 19.16.010 – Definition of “Recreational Uses” revised to add “water-dependent recreation” to list of examples.
- Log 16: Title 19 Appendix D – Zoning Map revised to correct a technical error to remove the small Commercial Office Zone area in the ROW on SE 36th St.

Zoning Map

In addition to the City Council’s amendments to Ordinance No. 25C-16, the formatting updates below have been incorporated into the Zoning Map in preparation for final adoption:

- Park name labels removed.
- Diagonal lines removed from the Parks Zone on the map and the legend.
- Parks and Open Space Zoning Designations rearranged on the legend.
- Parks (P) labels added to parks on the map.
- “Amended: Ord 25C-16” added to the adopting ordinance list in the bottom left corner.

NEXT STEPS

If adopted, Ordinance No. 25C-16 will establish the Parks Zone in the Development Code on the same effective date as the Parks Zone Comprehensive Plan amendment (December 31, 2025).

RECOMMENDED ACTION

Adopt Ordinance No. 25C-16 to establish the Parks Zone with an effective date of December 31, 2025.

**CITY OF MERCER ISLAND
ORDINANCE NO. 25C-16**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,
RELATING TO ESTABLISHMENT OF THE PARKS ZONE; 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, through the annual Development Code and Comprehensive Plan docket and the adoption of Resolution No. 1621 in 2022, the City added the task of developing legislation to establish a new Parks Zone; and

WHEREAS, in March 2024, the Parks and Recreation Commission made the recommendation to split the Parks Zone project into two phases: first, development of the Open Space Zone, and subsequently, development of the Parks Zone; and

WHEREAS, the Open Space Zone was adopted by the City Council with Ordinance 24C-15 effective December 31, 2024; and

WHEREAS, the Parks and Recreation Commission provided a recommendation on proposed legislation establishing a new Parks Zone to the City Council on April 15, 2025, and to the Planning Commission on April 23, 2025; and

WHEREAS, on April 21, 2025, notice of a Planning Commission public hearing on May 28, 2025, was published in the Weekly Permit Bulletin; and

WHEREAS, on April 23, 2025, notice of a Planning Commission public hearing on May 28, 2025, was published in the Mercer Island Reporter; and

WHEREAS, on May 28, 2025, the Planning Commission held a duly advertised public hearing on the Parks Zone code amendment; and

WHEREAS, establishment of the Parks Zone requires an amendment to the Comprehensive Plan, which was addressed in a separate duly advertised public hearing on May 28, 2025, related to the 2025 Comprehensive Plan annual update; and

WHEREAS, the proposed Comprehensive Plan annual update must be adopted to be effective concurrently with the code amendment; and

WHEREAS, on May 6, 2025, the City notified the Washington State Department of Commerce of the City's intent to amend the Comprehensive Plan and the Development Code; and

WHEREAS, on May 6, 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 July 1, 2025, the City Council was briefed on the Planning Commission recommendation and had its first reading of this ordinance, and on July 15, 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. New MICC 19.05.050 Parks - P Adopted. The City Council adopts, effective December 31, 2025, a new section MICC 19.05.050, Parks Zone, to read as follows;

MICC 19.05.050 – Parks Zone.

- A. *Purpose.* The purpose of the Parks Zone is to preserve and maintain parks which provide green space, shoreline access, recreation and conservation opportunities, and social spaces for individuals and gatherings.
- B. *Parks Zone Designation Requirements.* In addition to the requirements established in MICC 19.15.240, Parks must be owned, leased, or managed by the City of Mercer Island and fulfill the purpose provided in subsection (A) above to qualify for classification as Parks Zone.
- C. *Uses Permitted.* The following land uses are permitted in the Parks Zone. A use not permitted by this section is prohibited.
 - 1. Recreational uses.
 - 2. Recreational facilities and recreational amenities.
 - 3. Park maintenance facilities.
 - 4. Multipurpose facilities.
 - 5. City government services in the Luther Burbank Administrative Building, Luther Burbank Boiler Building, and Luther Burbank Caretakers House.
 - 6. Public art.
 - 7. Trails.
 - 8. Habitat restoration and enhancement as authorized by Chapter 19.07 MICC.
 - 9. Parking.

10. Temporary uses and structures compatible with the purpose of the Parks Zone, as authorized by the City Manager or designee. Temporary uses shall conform to the development standards in MICC 19.05.060.
11. Wireless communications facilities. (Only if otherwise permitted by MICC 19.06.040 – Wireless communications or MICC 19.06.070 – Small wireless facilities deployment, and subject to MICC 19.06.075 – Small wireless facility deployments design and concealment standards).
12. Utilities.

Section 3. New MICC 19.05.060 Parks Zone Development Standards, Adopted. The City Council adopts, effective December 31, 2025, a new section MICC 19.05.060, Parks Zone Development Standards, to read as follows;

MICC 19.05.060 – Parks Zone Development Standards.

A. *Applicability.* The provisions of this section shall apply to all development proposals in the Parks zoning designation.

B. *Setbacks.*

1. The following minimum setbacks apply:
 - a. Zero (0) feet if adjacent property is zoned PI, OS, TC, PBZ, C-O, or B; and
 - b. Twenty (20) feet if adjacent property is zoned R-8.4, R-9.6, R-12, R-15, MF-2L, MF-2, or MF-3.
2. Setbacks are measured from the adjacent property line or the edge of adjacent public rights-of-way.
3. The following developments are exempt from setback requirements: fences, gates, culverts, trails, landscaping, furnishings, bollards, signs, kiosks, parking areas, and utilities.

C. *Signs and Kiosks.*

1. Signs shall be governed by MICC 19.12.080, except as follows:
 - a. Signs shall not exceed 16 square feet of surface area. Surface area shall be measured as the part of the sign used to display information.
 - b. Externally lit signs are prohibited except for park entry signs and signs required for public health, safety, or maintenance purposes.

2. Scoreboards shall not exceed 250 square feet of surface area. Surface area shall be measured as the side of the scoreboard that displays the score. Electronic and externally lit scoreboards are permitted.
3. Kiosks shall not exceed 22 square feet of surface area per side and 10 feet in height. Surface area shall be measured as the portion of the kiosk used/usable for providing information.

D. Trail Standards.

1. Trails shall not exceed 12 feet in width.

E. Building Size.

1. Unless exempted by subsection (E)(3), the following standards shall apply to buildings in the Parks Zone:

Building Type	Gross Floor Area Limit	Height Limit
Restrooms	500 square feet	20 feet
Park Maintenance Facilities	500 square feet	20 feet
Recreational Facilities	500 square feet	20 feet
Multipurpose Facilities	3,500 square feet	20 feet
Picnic Shelters	1,200 square feet	16 feet
Luther Burbank Pergola	2,000 square feet	16 feet

2. Flagpoles, antennas, chimneys, mechanical equipment, and rooftop appurtenances do not count toward building height in the Parks Zone.
3. The following buildings in the Parks Zone shall be exempt from the standards in subsection (E)(1):
 - a. Luther Burbank Administrative Building.
 - b. Luther Burbank Boiler Building.
 - c. Luther Burbank Caretakers House.
 - d. Emergency well buildings.

F. Parking. The following parking requirements apply to all land uses in the Parks Zone.

1. **Design.** Parking lot design must conform to the diagrams included in Appendix A of this development code, unless alternative design standards are approved by the City Engineer.
2. **Ingress and egress.** The City Engineer shall have the authority to condition future development permit approvals to fix the location and width of vehicular ingress or egress to and from the subject property and alter existing ingress and egress as may be required to control street traffic in the interest of public safety and general welfare.

3. *Minimum parking requirements.* Parking proposals must demonstrate to the satisfaction of the City Engineer that the number of parking spaces proposed will accommodate the projected parking created by the proposed use. The City Engineer may condition approval to require a minimum number of parking spaces if the proposed use is expected to create demand for additional parking spaces beyond existing and proposed onsite parking facilities.

G. *Impervious Surface.*

1. No net new impervious surface in the parks system is permitted unless it has been included in an adopted Park Master Plan (or similar planning document that includes a public process and City Council approval, such as the PROS Plan and Capital Improvement Program), the City of Mercer Island Americans with Disabilities Act (ADA) Plan, or specifically exempted by this section, and stormwater and other applicable requirements are met. If the City acquires new park land, a separate planning process will take place to determine the amenities and impervious surface coverage of the new park land. The following uses are exempt:
 - a. Emergency vehicle lanes not available for public use.
 - b. ADA parking and accessibility improvements.
 - c. Public trails.
 - d. Required surfaces for playground equipment.
 - e. Synthetic turf athletic fields.
 - f. Small park amenities 100 square feet or less in gross floor area, including but not limited to benches, picnic tables, signs, and trash cans.
 - g. Temporary structures.
 - h. Emergency maintenance and repairs.
 - i. Utilities.

H. *Lighting.*

1. *General Requirements.* All exterior lighting shall be designed to minimize glare, sky glow, and light trespass onto neighboring properties. Fixtures must be fully shielded and installed in a manner that prevents light trespass beyond the property line of the property on which they are located. Fully shielded means a light fixture constructed and installed in such a manner that all light emitted, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the fixture, is projected below the horizontal plane through the fixture's lowest light-emitting part. Lighting must be designed to maintain adequate illumination for pedestrian safety, visibility, and compliance with Crime Prevention Through Environmental Design (CPTED) principles.
2. *Exemptions.* The following lighting types are exempt from the requirements in subsection (H)(1):

- a. Lighting fixtures existing prior to the effective date of this section and the repair of the same.
 - b. Emergency lighting.
 - c. Pathway and landscaping lighting fixtures producing less than 200 lumens per fixture.
 - d. Temporary seasonal lighting.
 - e. Lighting required by state or federal law.
3. *Ecological and Low-Impact Lighting Standards.* New lighting shall adhere to ecological lighting principles, including Dark Sky and, where applicable, salmon-friendly design practices, to minimize environmental and wildlife disruption, while ensuring visibility and safety needs are met.
- a. Eliminate lighting not required for wayfinding, operational use, or public safety to reduce ambient light pollution.
 - b. In addition to the general shielding requirements in subsection (H)(1), fixtures in or near environmentally sensitive areas (e.g., shorelines or riparian buffers) must be positioned to avoid direct illumination of water bodies, shoreline vegetation, or adjacent properties. Compliance must be demonstrated through photometric plans and manufacturer cut sheets.
 - c. Timers and motion sensors may be used outside of primary circulation areas or in low-traffic zones. In active-use areas, fixtures shall maintain continuous illumination during operational hours unless an alternate lighting plan is approved by the code official.
 - d. Light levels should not exceed 3.0 foot-candles for walkways and 5.0 foot-candles for entrances, and high-traffic multi-use trail intersections, unless otherwise approved by the code official.
 - e. Warm color temperature fixtures (3000K or less) should be used to minimize blue light impacts. Higher color temperatures may be used where needed for visibility or safety, provided all other shielding and glare control standards in this section are met.
- I. *Lighting for Outdoor Performance, Sport and Recreation Facilities, and Play Fields.*
- 1. Lighting levels for outdoor performance areas, sport and recreation facilities, and play fields shall not exceed by more than five percent the Illuminating Engineering Society of North America (IESNA) published standards for the proposed activity.
 - 2. Where playing fields or other special activity areas are to be illuminated, lighting fixtures shall be mounted, aimed, and shielded so that their beams fall within the primary playing area and immediate surroundings, and so that no direct illumination is directed off the site.

3. Lighting shall be turned off as soon as possible after the conclusion of an event and shall not remain on for more than 30 minutes following its end.
4. All lighting shall be equipped with timers to automatically extinguish lights, ensuring that facilities are not illuminated when not in use.

Section 4. MICC 19.16.010 Definitions, Amended. Effective December 31, 2025, MICC 19.16.010 is amended as follows.

MICC 19.16.010 – Definitions

[...]

Athletic Field. A developed field for organized sports, including but not limited to baseball, softball, soccer, lacrosse, and football.

[...]

City Government Services. Services provided by, or on behalf of, the City of Mercer Island including, but not limited to, fire protection, police and public safety activities, courts, administrative offices, and equipment maintenance facilities.

[...]

Community Garden. A shared plot of land where individuals or groups collectively grow fruits, vegetables, flowers, and plants.

[...]

Furnishings. In the Parks Zone or Open Space Zone, small amenities including but not limited to picnic tables, benches, bike racks, trash cans, signs, and pet waste stations.

[...]

Light Trespass. Light that falls beyond the property it is located on.

[...]

Multipurpose Facilities. In the Parks Zone, facilities that serve two or more uses including but not limited to restrooms, maintenance facilities, recreation facilities, support facilities for recreational uses, storage, and concessions.

[...]

Park. Public land that is available for recreational, ecological, educational, or cultural uses. Parks are accessible to the public and typically feature natural landscapes, open spaces, and facilities designed to support leisure, community gatherings, conservation, and outdoor activities.

[...]

Park Maintenance. Activities performed to ensure parks are clean, safe, and operational. Park maintenance includes, but is not limited to infrastructure repair, cleaning, landscaping, and litter removal.

[...]

Park Maintenance Facilities. Structures that serve park maintenance or operations purposes, including but not limited to buildings and sheds.

[...]

Playground. An outdoor recreational facility provided as a play area for children.

[...]

Public Art. Art that is installed in public spaces for the purpose of community enjoyment and enrichment. Public Art is visually and physically accessible to the public and embodies public or universal concepts rather than commercial, partisan, or personal interests. Public art can be implemented in standalone art installations or incorporated into other structures.

[...]

Recreational Amenities. Structures, furnishings, or developments that are provided to supplement recreational uses or enhance recreational facilities, including but not limited to picnic tables, benches, bleachers, barbecues, fencing, outdoor exercise equipment, lighting, scoreboards, and waste receptacles. Recreational Amenities include all amenities addressed by the definition of Passive Recreational Amenities.

[...]

Recreational Facilities. Buildings, structures, or developments that are provided specifically for recreational uses, including but not limited to restrooms, playgrounds, picnic shelters, concession stands, athletic fields, sport courts, batting cages, bullpens, skateparks, bike skills areas, community gardens, spray parks, amphitheaters, swimming areas, docks, piers, shell houses, and boat launches.

[...]

Recreational Uses. In the Parks Zone, land uses that provide opportunities for entertainment, athletic, ecological, and/or other leisure activities. Recreational uses include but are not limited to sports, cycling, skating, swimming, water-dependent recreation, and use of community gardens, play equipment, and exercise equipment. Recreational uses include all uses addressed by the definition of Passive Recreational Uses.

[...]

Restroom. A public restroom facility that provides basic amenities including but not limited to toilets and sinks.

[...]

Section 5. MICC 19.01.040 Zone Establishment, Amended. Effective December 31, 2025, MICC 19.01.040, Zone Establishment, is amended as follows.

MICC 19.01.040 – Zone Establishment

A. Zones.

Zone	Symbol
Single-Family	R-8.4
Single-Family	R-9.6
Single-Family	R-12
Single-Family	R-15
Multiple-Family	MF-2L
Multiple-Family	MF-2
Multiple-Family	MF-3
Business	B
Planned Business	PBZ
Commercial Offices	C-O
Public Institution	PI
<u>Parks</u>	<u>P</u>
Open Space	OS
Town Center	TC

- B. The location and boundaries of the various zones of the city are shown and delineated on the city of Mercer Island Zoning Map which is included in appendix D of this development code and is incorporated herein by reference.
- C. The location and boundaries of the various zones as hereafter determined by the city council shall be shown and delineated on zone maps covering portions of the city, each of which shall be a part of this Code either by adoption as a part hereof or by amendment hereto.
- D. Each zone map and all notations and other information shown therein shall become part of this Code.
- E. A zone map may be divided into parts and each part may, for purposes of identification, be subdivided into units. Such parts may be separately and successively adopted by means of an amendment of this Code and, as adopted, such zone map, or its parts, shall become a part of this Code.
- F. Changes in the boundaries of a zone shall be made by ordinance adopting an amended map, or part of said zone map.

G. When uncertainty exists as to the boundaries of any zones shown on any zone map, the following rules shall apply:

1. Boundaries shown on a map as approximately following street lines or lot lines shall be construed as actually following such lines.
2. Where a boundary between zones divides a lot into two or more pieces, the entire lot shall be deemed to be located in the first zone on the following list in which any part of the lot is located: R-15, R-12, R-9.6, R-8.4, MF-2L, MF-3, MF-2, P, OS, PI, PBZ, C-O, TC, and B. The location of the zone boundary shall be determined by use of the scale appearing on the zone map unless the location of the boundary is indicated by dimensions.
3. Where property abuts Lake Washington, the land use classification of the upland property extends waterward across the abutting shorelands and beds to the line of navigability/inner harbor line as established in 1984 by the board of natural resources by Resolution No. 461.
4. In case any uncertainty exists, the planning commission shall recommend and the city council shall determine the location of boundaries.
5. Where a public street is officially vacated or abandoned, the land use classification applicable to the abutting property shall apply to such vacated or abandoned street. If a vacated street forms the boundary between two or more zones, the land use classifications of each abutting zone shall extend to the mid-point of the vacated street unless the planning commission recommends and the city council decides otherwise.

H. Except as hereinafter provided:

1. No land, building, structure or premises shall be used for any purpose or in any manner other than a use listed in this Code, or amendments thereto, for the zone in which such land, building, structure or premises is located.
2. No building or structure shall be erected nor shall any building or structure be moved, altered, enlarged or rebuilt, nor shall any open spaces surrounding any building or structure be encroached upon or reduced in any manner, except in conformity with the requirements of this development code or amendments thereto.
3. No yard or other open spaces provided about any building or structure, for the purpose of complying with the regulations of this Code or amendments thereto shall be considered as providing a yard or open space for any other building or structure.

Section 6. MICC Title 19, Appendix D – Zoning Map, Amended. Effective December 31, 2025, Appendix D, Zoning Map, to Title 19, is repealed and replaced with the map attached hereto as Exhibit A.

Section 7. 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 8. 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 on December 31, 2025, provided said date is at least five days after the date of publication.

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

ATTEST:

CITY OF MERCER ISLAND

Andrea Larson, City Clerk

Salim Nice, Mayor

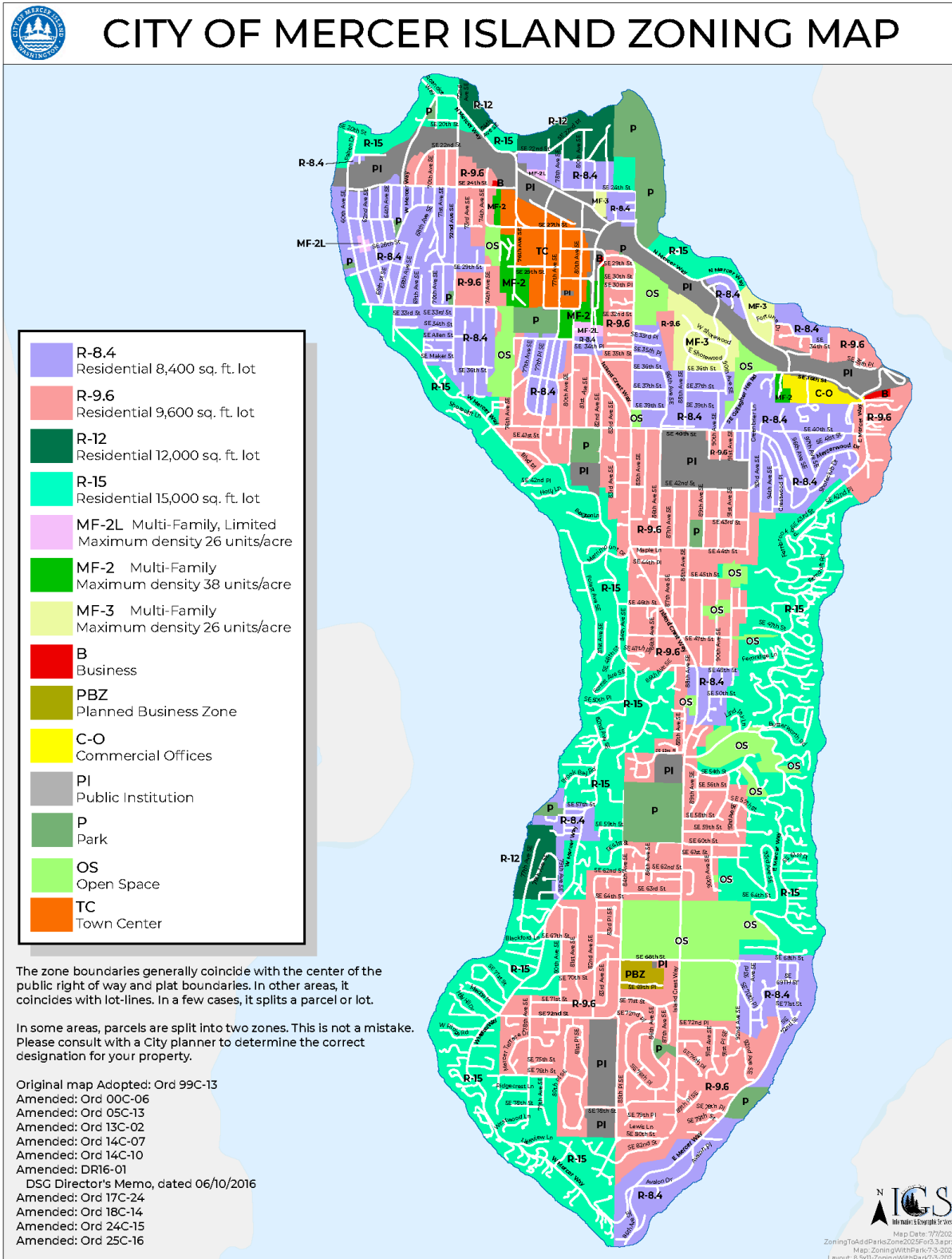
APPROVED AS TO FORM

Bio Park, City Attorney

Date of publication:

Exhibit A

MICC Title 19 Appendix D – ZONING MAP





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6729
July 15, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6729: Parks Zone Comprehensive Plan Amendment (Ordinance No. 25-17 Second Reading)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Adopt Ordinance No. 25-17 with an effective date of December 31, 2025.	

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager Carson Hornsby, Management Analyst II Alison Van Gorp, Deputy Director for Community Planning and Development
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 25-17
CITY COUNCIL PRIORITY:	2. Sustain and enhance our natural environment, especially parks and open spaces, to benefit this generation and others that follow.

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

EXECUTIVE SUMMARY

The purpose of this agenda item is to conduct the second reading of Ordinance No. 25-17 (Exhibit 1) to amend the Comprehensive Plan Land Use Element for consistency with the Parks Zone code amendment (see AB 6728 also on the July 15 agenda).

- The purpose of the Parks Zone is to establish land use regulations for City-owned and managed park properties to ensure the land is managed appropriately and in alignment with the Parks, Recreation, and Open Space (PROS) Plan, Mercer Island City Code (MICC), park master plans, forest management plans, and similar documents.
- The Parks and Recreation Commission (PRC) presented their Parks Zone recommendations to the City Council on April 15, 2025 ([AB 6660](#)), and the Planning Commission (PC) on April 23, 2025 ([PCB 25-08](#)).
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Early in the development process, the Parks Zone was split into two separate zones: one zone for City-owned and managed Open Space Lands and a second zone for City-owned and managed Park properties. The decision to develop two zones was made based on feedback from the community and a recommendation from the PRC. The Open Space Zone was developed by the PRC, Open Space Conservancy Trust (OSCT) Board, and PC, and adopted by the City Council in 2024 with [Ordinance No. 24C-15](#).

After adoption of the Open Space Zone, the PRC shifted focus to development of the Parks Zone. The PRC developed their Parks Zone recommendation from October 2024 to April 2025. The PRC presented their recommendation to the City Council on April 15, 2025 ([AB 6660](#)), and to the PC on April 23, 2025 ([PCB 25-08](#)).

The PC held a public hearing on the Parks Zone Comprehensive Plan amendment ([PCB 25-10](#)) and finalized their Comprehensive Plan amendment recommendation to the City Council at the May 28, 2025 PC meeting. The PC's Comprehensive Plan amendment recommendation was presented to the City Council on July 1, 2025 with [AB 6717](#).

ISSUE/DISCUSSION

Ordinance No. 25-17

If adopted, Ordinance No. 25-17 (Exhibit 1) will amend the Comprehensive Plan to update the Land Use Designation Table and Land Use Map in the Land Use Element. These changes are necessary to ensure consistency between the Development Code and Comprehensive Plan after adoption of the Parks Zone code amendment currently under consideration by the City Council (see AB 6728 also on the July 15 agenda). The amendments to the code and Comprehensive Plan must be adopted concurrently to ensure the Development Code and Comprehensive Plan remain consistent without any gaps in timing.

Updates to Ordinance No. 25-17 After First Reading

Ordinance No. 25-17 (Exhibit 1) has been updated to reflect the amendments approved by the City Council at the July 1, 2025 meeting:

1. Include the recommendation from the PRC.
2. Incorporate the PC recommended amendment to change the Commercial Office Zone in the ROW on SE 36th St to Single Family Residential on the Land Use Map.
3. Incorporate all of the PC recommended amendments to the Land Use Designation Table.
4. Incorporate the staff recommended amendment in AB 6717 to revise the Open Space land use designation description.

Land Use Map

In addition to the City Council's amendments to Ordinance No. 25-17, park name labels and text boxes and arrows have been removed in the Land Use Map in preparation for final adoption.

NEXT STEPS

If adopted, Ordinance No. 25-17 will amend the Comprehensive Plan Land Use Element on the same effective date as the Parks Zone code amendment (December 31, 2025).

RECOMMENDED ACTION

Adopt Ordinance No. 25-17 to amend the Comprehensive Plan Land Use Element with an effective date of December 31, 2025.

**CITY OF MERCER ISLAND
ORDINANCE NO. 25-17**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,
AMENDING THE COMPREHENSIVE PLAN LAND USE ELEMENT TO UPDATE
SECTION VII. LAND USE DESIGNATIONS AND FIGURE 1. LAND USE MAP;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE.**

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

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

WHEREAS, the Comprehensive Plan was most recently amended by Ordinance 24C-16; and

WHEREAS, through the annual Development Code and Comprehensive Plan docket and the adoption of Resolution No. 1621 in 2022, the City added the task of developing legislation to establish a new Parks Zone; and

WHEREAS, in March 2024, the Parks and Recreation Commission made the recommendation to split the Parks Zone project into two phases: first, development of the Open Space Zone, and subsequently, development of the Parks Zone; and

WHEREAS, the Open Space Zone was adopted by the City Council with Ordinance 24C-15 effective December 31, 2024; and

WHEREAS, the Parks and Recreation Commission provided a recommendation on proposed legislation establishing a new Parks Zone to the City Council on April 15, 2025, and to the Planning Commission on April 23, 2025; and

WHEREAS, notice of a Planning Commission public hearing on May 28, 2025, was published in the Weekly Permit Bulletin on April 21, 2025, and in the Mercer Island Reporter on April 23, 2025; and

WHEREAS, on May 28, 2025, the Planning Commission held a duly advertised public hearing on the Comprehensive Plan amendment including updates to the Land Use Element Section VII. Land Use Designations and Figure 1. Land Use Map, and approved a recommendation to the City Council; and

WHEREAS, the Comprehensive Plan amendment must be adopted to be effective concurrently with the Parks Zone code amendment; and

WHEREAS, on May 6, 2025, the City notified the Washington State Department of Commerce of the City's intent to amend the Comprehensive Plan and the Development Code; and

WHEREAS, on May 6, 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, the City of Mercer Island has met all applicable public notice requirements for said Comprehensive Plan amendment consistent with chapter 19.15 MICC in effect at the time notice was given; and

WHEREAS, on July 1, 2025, the City Council was briefed on the Planning Commission recommendation on the Comprehensive Plan amendment and had its first reading of this ordinance, and on July 15, 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. Comprehensive Plan Land Use Element Section VII, Land Use Designations. Effective December 31, 2025, Section VII of the Land Use Element of the Comprehensive Plan shall be amended as set forth in Exhibit A to this ordinance.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property, or circumstance, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance or its application to any other person, property, or circumstance.

Section 4. Publication and Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force on December 31, 2025, provided said date is at least five days after the date of publication.

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

ATTEST:

CITY OF MERCER ISLAND

Andrea Larson, City Clerk

Salim Nice, Mayor

APPROVED AS TO FORM

Bio Park, City Attorney

Date of publication:

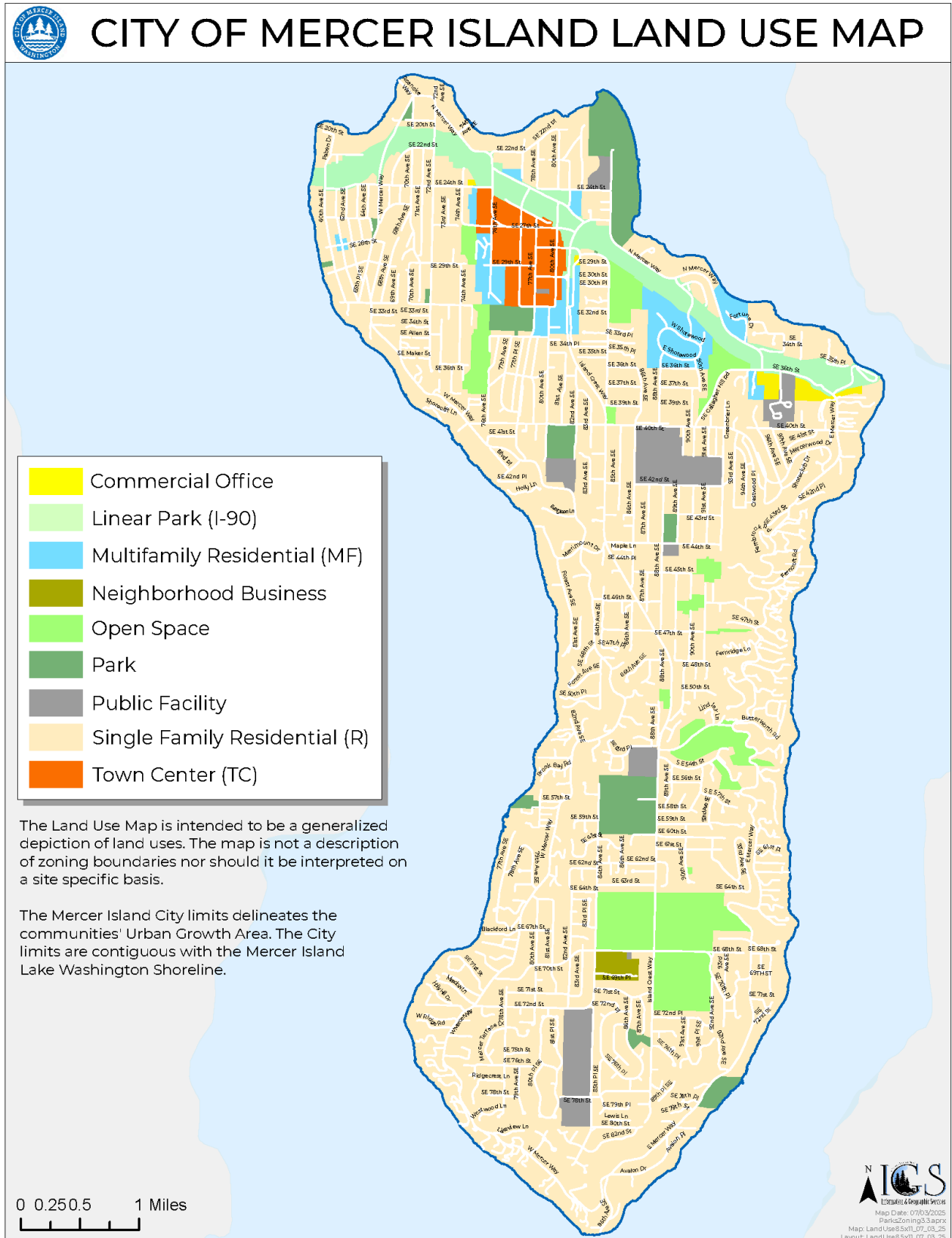
Exhibit A

VII. LAND USE DESIGNATIONS

Land Use Designation	Implementing Zoning Designations	Description
Park	<u>P</u> PI R-8.4 R-9.6 R-12 R-15 OS	The park land use designation represents <u>public</u> land within the City that is intended for public use consistent with the adopted Parks, and Recreation, <u>and Open Space</u> Plan.
Linear Park (I-90)	<u>P</u> PI OS	The linear park (I-90) land use designation primarily contains the Interstate 90 right-of-way. The land use designation is also improved with parks and recreational facilities (e.g., Aubrey Davis park, I-90 Outdoor Sculpture Gallery, etc.) adjacent to and on the lid above the Interstate 90 freeway.
Open Space	<u>P</u> PI R-8.4 R-9.6 R-12 R-15 OS	The open space <u>land</u> use designation represents <u>public</u> land within the City that should remain as predominantly unimproved open space consistent with the adopted Parks, and Recreation, <u>and Open Space</u> Plan.
Commercial Office	C-O B	The commercial office land use designation represents commercial areas within Mercer Island, located outside of the Town Center, where the land use will be predominantly commercial office. Complementary land uses (e.g., healthcare uses, schools, places of worship, etc.) are also generally supported within this land use designation.
Neighborhood Business	PBZ	The neighborhood business land use designation represents commercial areas within Mercer Island, located outside of the Town Center, where the land uses will be predominantly a mix of small scale, neighborhood oriented business, office, service, public and residential uses.

Single Family Residential (R)	R-8.4 R-9.6 R-12 R-15	The single family residential land use designation (R) represents areas within Mercer Island where development will be predominantly single family residential neighborhoods. Complementary land uses (e.g., private recreation areas, schools, home businesses, public parks, etc.) are generally supported within this land use designation.
Multifamily Residential (MF)	MF-2 MF-2L MF-3	The multifamily residential land use (MF) represents areas within Mercer Island where the land use will be predominantly multifamily residential development. Complementary land uses (e.g., private recreation areas, schools, home businesses, public parks, etc.) are generally supported within this land use designation.
Town Center (TC)	TC	The Town Center land use designation represents the area where land uses consistent with the small town character and the heart of Mercer Island will be located. This land use designation supports a mix of uses including outdoor pedestrian spaces, residential, retail, commercial, mixed-use and office-oriented businesses.
Public Facility	C-O <u>P</u> PI R-8.4 R-9.6 R-15 TC OS	The public facility land use designation represents land within the City that is intended for public uses, including but not limited to schools, community centers, City Hall, and municipal services.

FIGURE 1. LAND USE MAP





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6734
July 15, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6734: Shopping Cart Regulations (Second Reading of Ordinance No. 25C-18)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Adopt Ordinance No. 25C-18 related to shopping cart regulations as presented in Exhibit 1.	

DEPARTMENT:	Police
STAFF:	Michelle Bennett, Acting Chief of Police Mike Seifert, Police Commander Amelia Tjaden, Management Analyst
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 25C-18
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 present a second reading of Ordinance No. 25C-18 (Exhibit 1) to address shopping cart misuse as a public safety tool.

- On October 15, 2024, the City Council passed a motion to amend the 2025-2026 Work Plan to include the consideration of several public safety ordinances. This included the development of shopping cart regulations aimed at deterring retail crime by regulating cart containment, retrieval, and misuse.
- Ordinance No. 25C-18 is a proactive measure that intends to prevent the illegal removal of shopping carts from business premises, to mitigate the illegal possession and accumulation of shopping carts on public or private property, and to limit the operation of shopping carts in public right of ways.
- Shopping cart regulations are common across the region. Staff researched ordinances and implementation in several other cities including Auburn, Bellevue, Federal Way, Issaquah, and Renton when developing this ordinance
- The proposed regulations will improve the ability of the Mercer Island Police Department (MIPD) to investigate crimes and deter theft.
- On July 1, 2025, City Council conducted the first reading of Ordinance 25C-18 ([AB 6718](#)). The ordinance was amended from the first reading to differentiate between shopping carts used in a

retail setting and for private use, remove a reference to class 3 civil infraction, and clarify roles in cart retrieval.

BACKGROUND

On October 15, 2024, the City Council passed a motion to amend the 2025-2026 Work Plan to include the following items to be considered individually:

1. A shopping cart regulation ordinance aimed at deterring and managing organized retail crime by regulating cart containment, retrieval, and misuse to prevent their use in organized theft.
2. An ordinance to amend business license criteria, allowing for revocation or suspension in cases where businesses fail to take proactive measures against organized retail crime and do not collaborate with law enforcement.
3. An ordinance introducing mandatory minimum sentences for repeat offenders of public disorder crimes, with treatment options as alternatives, to reduce recidivism and encourage rehabilitation.
4. A public awareness campaign, with the suggested title “See Something, Say Something – A Community Response to Shoplifting and Organized Retail Crime,” aimed at educating the public on the impact of organized retail crime, encouraging safe reporting practices, and promoting community involvement in crime prevention.

On Mercer Island, five Town Center businesses—Metropolitan Market, QFC, Rite Aid, True Value, and Walgreens—provide shopping carts for their patrons. When shopping carts are removed from the premises and abandoned on public or private property throughout the City, they can obstruct access to sidewalks, streets, and rights-of-way, interfere with pedestrian and vehicular traffic, and impede emergency services.

[RCW 9A.56.270](#) prohibits individuals from removing shopping carts from parking areas of retail establishments. While the state law makes it a misdemeanor offense to remove a shopping cart from a premise if properly marked, neither the RCW nor current City code require businesses to have signage on their shopping cars and retrieve the carts. Many cities have addressed this issue by adopting shopping cart ordinances.

Staff researched ordinances and implementation in several other cities including Auburn, Bellevue, Federal Way, Issaquah, Lakewood, Maple Valley, Renton when developing this ordinance. The regulations in these ordinances include requirements for cart signage, shopping cart containment and retrieval plans, prohibition of operating a shopping cart in the right of way and illegally possessing or accumulating shopping carts. The ordinance presented for adoption was a result of researching other cities' ordinances and implementation success.

The Sound Transit Light Rail Station (Station) is anticipated to open on Mercer Island in early 2026. When the Station opens, staff anticipate changes in the foot traffic in Town Center and the potential for increase in unlawful activities. These regulations were proposed to provide MIPD with another tool to deter retail crimes.

ISSUE/DISCUSSION

Ordinance No. 25C-18 is a proactive measure that intends to prevent the illegal removal of shopping carts from business premises, to mitigate the illegal possession and accumulation of shopping carts on public or private property, and to limit the operation of shopping carts in public right of ways.

Ordinance No. 25C-18 adds a section to Title 9 MICC – the City’s criminal code – that includes the following regulations:

- All retail shopping carts are required to be labeled, and signage posted on the business' property, in accordance with RCW [9A.56.270](#).
- Removal of retail shopping carts from the premises of the retail establishment is illegal.
- Operating a retail shopping cart in the right-of-way, or in a park, is illegal.
- Owners are required to retrieve a retail shopping cart within 48 hours of the City providing notification of a lost, stolen, or abandoned cart.

Ordinance No. 25C-18 was amended from the first reading to differentiate between shopping carts used in a retail setting and for private use and to remove a reference to class 3 civil infraction.

NEXT STEPS

On Mercer Island, five businesses – Metropolitan Market, QFC, Rite Aid, True Value, and Walgreens – would be impacted by this ordinance. Staff will contact impacted businesses to communicate changes to the City’s code upon adoption. The ordinance will go into effect October 1, 2025, giving businesses ample time to prepare for the changes.

In addition, staff will share information about these regulation changes with the broader community via our communication channels. Once the Ordinance has gone into effect, a community member wanting to report an abandoned shopping cart should call the Police non-emergency line at (425) 577-5656. MIPD would then notify the corresponding business about the lost shopping cart, and the business would have 48 hours to retrieve the cart. If the cart has not been retrieved after 48 hours, MIPD will coordinate with City staff and store ownership to remove/return the shopping cart.

Finally, staff will continue to work on the other public safety ordinances, including updating the business license criteria and minimum sentencing for repeat offenders of public disorder crimes. Staff will present an update to the City Council in Q3 2025 on this work.

RECOMMENDED ACTION

Adopt Ordinance No. 25C-18 related to shopping cart regulations as presented in Exhibit 1.

**CITY OF MERCER ISLAND
ORDINANCE NO. 25C-18**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,
ADOPTING A NEW CHAPTER 9.24 OF THE MERCER ISLAND CITY CODE
RELATED TO SHOPPING CART REGULATIONS; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, retail establishments provide shopping carts for the convenience of customers shopping on the premises of the businesses; and

WHEREAS, shopping carts that have been removed from the premises of the business and left abandoned on public or private property throughout the City constitute a public nuisance and a potential hazard to the health and safety of the public; and

WHEREAS, shopping carts abandoned on public and private property can obstruct free access to sidewalks, streets and other rights-of-way, interfere with pedestrian and vehicular traffic on pathways, driveways, public and private streets, and impede emergency services; and

WHEREAS, prevention of illegal possession and accumulation of shopping carts will promote public safety, and improve the image and appearance of the City; and

WHEREAS, Ordinance No. 25C-18 intends to prevent the illegal removal of shopping carts from business premises, and to mitigate the illegal possession and accumulation of shopping carts on public or private property.

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

- Section 1. **Adopted.**** A new chapter 9.24 MICC is adopted 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. **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 force on October 1, 2025, provided thirty 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 15TH DAY OF JULY 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

CHAPTER 9.24 – Retail Shopping Cart Regulations

9.24.010 Definitions.

The terms used in this chapter shall have the following meanings:

- A. “Authorized agent” means the owner, or an employee or authorized agent of the owner, entitled to possession of the retail shopping cart.
- B. “Authorized customer” means a customer of the retail establishment that provides the retail shopping cart, having the written permission of the owner or owner’s agent to remove the retail shopping cart from the owner’s premises.
- C. “Enforcement personnel” means any code enforcement officer, police officer, or other designated staff employed by the City of Mercer Island.
- D. “Identification sign” or “cart sign” means a clearly visible sign fastened to each retail cart that provides ownership information required by this chapter.
- E. “Lost, stolen, or abandoned retail shopping cart” means a retail shopping cart that is either:
 - a. Removed from the premises of a retail establishment by any person without the written permission or consent of the owner of the retail shopping cart or the retailer otherwise entitled to possession of such retail cart; or
 - b. Left unattended, discarded or abandoned upon any public or private property other than the premises of the retail establishment from which the retail shopping cart was removed, regardless of whether such retail shopping cart was removed from the premises with permission of the owner;
 - c. For purposes of this chapter, any retail shopping cart located on any public or private property other than the premises of the retail establishment from which such retail shopping cart was removed shall be presumed lost, stolen, or abandoned, even if in the possession of any person, unless such person in possession thereof is either:
 - i. The owner, or an employee or authorized agent of the owner, entitled to possession of said retail shopping cart; or
 - ii. City enforcement personnel retrieving, storing or disposing of said retail cart pursuant to the provisions of this code; or
 - iii. An authorized customer with written permission from the owner or agent of the owner to take the retail cart off premises.
- F. “Owner” means any person or entity that owns, leases, possesses, or makes retail shopping carts available to customers or the public in connection with the conduct of a retail establishment.
- G. “Parking area” means a parking lot or other property provided by a retail establishment for the use of customers of said retail establishment for the parking of customer vehicles. The parking area of a retail establishment located in a multistore complex, or a shopping center shall include the entire parking area used by the multistore complex or shopping center.
- H. “Premises” means any building, property, or other area upon which any retail establishment conducts or operates business in the City of Mercer Island, including the parking area provided for customers in such retail establishment.
- I. “Retail establishment” means any business located in the City of Mercer Island which offers or provides shopping carts for the use of the customers of such business regardless of whether

such business is advertised or operated as a retail or wholesale business, and regardless of whether such business is open to the general public, is a private club or business, or is a membership store.

- J. "Retail shopping cart" or "retail cart" means a shopping cart or cart made available by a retail establishment for use by its customers.
- K. "Shopping cart" or "cart" means a basket which is mounted on wheels or a similar device generally used in a retail establishment by a customer for the purpose of transporting goods of any kind.

9.24.020 Retail shopping cart signage.

- A. *Retail Shopping Cart Identification Signs Required.* Each retail shopping cart shall have a cart sign permanently affixed to it that includes the following information in accordance with RCW 9A.56.270, as now enacted or hereafter amended:
 - a. Identifies the owner of the cart or the name of the business establishment, or both;
 - b. Notifies the public of the procedure to be utilized for authorized removal of the cart from the premises;
 - c. Notifies the public that the unauthorized removal of the cart from the premises of the business or parking area of the retail establishment, or the unauthorized possession of the cart, is unlawful; and
 - d. Lists a current telephone number and address for returning carts removed from the premises or parking area to the owner or retailer.
- B. *Notice to Customers.* Conspicuous signs warning customers that the removal of retail shopping carts from the premises is prohibited by state and City law must be placed and maintained on the premises near all customer entrances and exits and throughout the premises, including the parking area.
- C. *Enforcement.* Failure to comply with the signage requirement may result in a fine of \$500 every six months that the retail establishment is out of compliance.

9.24.030 Notification and opportunity to retrieve retail cart.

- A. The City shall utilize the required identification signage to notify the owner that a lost, stolen or abandoned retail shopping cart has been found outside of the premises of a retail establishment. The owner or owner's agent must retrieve any lost, stolen or abandoned retail cart(s) within 48 hours of City providing such notice.
- B. A lost, stolen, or abandoned retail cart with the required identification sign affixed thereto that is not retrieved by the owner or the owner's agent within 48 hours of the notification may be picked up by the City or an agent thereof and returned to the premises from which it was taken. Fees for pick-up and return of retail shopping carts by the City are set forth in MICC 9.24.040.
- C. A retail shopping cart may be immediately picked up by the City without notice under the following circumstances:
 - a. *Hazardous Location.* If a retail shopping cart will impede emergency services, or the normal flow of vehicular or pedestrian traffic, City enforcement personnel are authorized to immediately retrieve the retail shopping cart from public or private property and return it to the premises from which it was taken; or

- b. *Private Property.* If a retail shopping cart is on private property and the owner of such property requests removal, City enforcement personnel are authorized to immediately retrieve the retail shopping cart from the property and return it to the premises from which it was taken; or
- c. *Lack of Identification.* If a retail shopping cart does not have the required identification sign affixed thereto, City enforcement personnel are authorized to immediately retrieve the retail shopping cart from the public or private property and dispose of it without notice.

9.24.040 Retail shopping cart return fees.

- A. *Return Fees.* The owner of a lost, stolen, or abandoned retail shopping cart picked up and returned pursuant to MICC 9.24.030 shall be responsible for an administrative fee of \$100 per retail shopping cart returned to the premises. No fees will be charged for the first 3 returns to an owner. Fees must be paid within 60 days of the date of the invoice provided by the City. Fees that are not timely paid may be referred to a collection agency.
- B. *Fee Deferral or Waivers.* The City may defer or waive, in whole or part, fees owed pursuant to this section when the following conditions are met:
 - a. Retail shopping cart(s) belonging to the owner have been picked up and returned pursuant to MICC 9.24.030 no more than 3 times in the preceding 12 months; and
 - b. The required identification sign is affixed to each retail cart.
- C. The City's retail shopping cart pick-up and return services are provided on a limited basis only and are not intended to supplant a retail cart owner's obligation to contain and retrieve retail shopping carts as required by MICC 9.24.030. Nothing contained herein shall be interpreted or construed as placing an affirmative obligation on the City to pick up and return lost, stolen, or abandoned retail shopping carts.

9.24.050 Illegal possession or accumulation of retail carts.

- A. For purposes of this chapter, any retail shopping cart located on any public or private property other than the premises of the retail establishment from which such retail shopping cart was removed shall be presumed lost, stolen, or abandoned, even if in the possession of any person, unless such person in possession thereof is:
 - a. An authorized agent; or
 - b. Retail Establishment personnel; or
 - c. Enforcement personnel; or
 - d. An authorized customer.
- B. Any person removing a retail shopping cart from the premises of an owner, without the written permission of the owner or the owner's authorized agent, shall be guilty of shopping cart theft, which is a misdemeanor pursuant to RCW 9A.56.270.
- C. Anyone who knowingly possesses a retail shopping cart without the written permission of the owner is guilty of possession of stolen property in the third degree, which is a gross misdemeanor pursuant to RCW 9A.56.170.

9.24.060 Operation of retail shopping cart on public right-of-way or park.

It is a civil infraction to push, pull, possess or otherwise operate a retail shopping cart on a public right-of-way or in a city park, and punishable by a civil penalty of \$50.00.



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6730
July 15, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6730: Renewal of Right-of-Way Use Agreements for Telecommunications Facilities with New Cingular Wireless PCS, LLC	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Authorize the City Manager to sign the renewal agreements with New Cingular Wireless PCS, LLC.	

DEPARTMENT:	City Attorney
STAFF:	Bio Park, City Attorney Eileen Keiffer, Assistant City Attorney, Madrona Law Group, PLLC Alaine Sommargren, Deputy Public Works Director
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Map of Relevant Telecommunications Facilities 2. Draft Renewal Right-of-Way Use Agreement for Telecommunication Facilities (Mid Mercer) 3. Draft Renewal Right-of-Way Use Agreement for Telecommunication Facilities (Mercer Crest)
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

This agenda item requests approval for the renewal of two agreements for existing telecommunications facilities located in the City's right-of-way (Exhibit 1):

- On the east side of Island Crest Way, west of 87th Avenue SE and south of SE 46th Street (Mid Mercer site).
- On the east side of Island Crest Way, on the north side of the intersection with 90th Ave SE (Mercer Crest site).
- The City ordered an appraisal, and based on it, negotiated an initial annual rent of \$12,500 for each site with New Cingular Wireless.
- The telecommunications facilities on the sites provide cellular phone and internet coverage that is important for Mercer Island residents, businesses, visitors, and first responders that rely on AT&T Mobility for services

City staff have negotiated these agreement renewals and recommend approval (Exhibits 2 & 3).

BACKGROUND

Mid Mercer Telecommunications Facility

In 2003, the City executed a site lease agreement for approximately 50 sq ft of ground area with AT&T Wireless Services of Washington. This site, referred to as the Mid Mercer site, is located in the City right-of-way on the east side of Island Crest Way, west of 87th Ave SE and south of SE 46th St (Exhibit 1). The lease authorized the installation and operation of three antennas on a utility pole owned by Puget Sound Energy, and an underground equipment cabinet. Over the lifetime of the agreement, the lease area was expanded to 131 sq ft, and several upgrades were made to the equipment at the site. In 2024, the site generated \$1,300 per month in rent.

Mercer Crest Facility

The City executed a site lease agreement in 2004 for approximately 330 sq ft of ground area with AT&T Wireless Services of Washington. This site, referred to as the Mercer Crest site, is located in the right-of-way on the east side of Island Crest Way, on the north side of the intersection with 90th Ave SE (Exhibit 1). This lease authorized the installation and operation of two antennas on a utility pole owned by Puget Sound Energy, an underground equipment cabinet, and associated equipment. Over the lifetime of the agreement, several upgrades were made to equipment on the site. In 2024, the site generated \$1,900 per month in rent.

In late 2004, AT&T Wireless Services was acquired by Cingular, which later became New Cingular Wireless PCS, LLC. Currently, the entity does business as AT&T Mobility.

In 2023, New Cingular Wireless PCS approached the City about negotiating lease renewals for the two telecommunication facilities. City staff, including the City Attorney's Office, Public Works, and Finance, provided input and direction on the terms of the renewal. The City and New Cingular Wireless PCS agreed that because both sites are located in City rights-of-way, the agreements should be renewed as right-of-way use agreements instead of lease agreements. The terms of the renewal agreements include recovery of costs and expenses incurred by the City in negotiations.

Telecommunications facilities at both sites provide cellular phone and internet coverage that is important for Mercer Island residents, businesses, visitors and first responders that rely on AT&T Mobility for services.

ISSUE/DISCUSSION

The renewal agreements authorize the continued use and operation of existing facilities by New Cingular Wireless PCS, subject to the terms and provisions contained in Exhibits 1 and 2. Each renewal would run for an initial term of five years, coupled with four successive renewal terms of five years each. Annual rent of \$12,500 for each site and the related annual escalator clause (inflationary adjustment) of 3% are based on comparisons with fees charged by other jurisdictions for telecommunications facilities in King County. The renewal agreements do not authorize any new installation of facilities at either location.

The average annual rent for equivalent right-of-way sites in Bellevue, Sammamish, Kirkland and King County properties is \$10,671. Although the findings from an appraisal ordered by the City indicated higher annual rent for these sites, this appraisal incorporated valuations on properties owned fee-simple. Right-of-way properties which are established as easements, as these two sites are, are valued less than fee-simple properties. The rents for the expiring agreements in 2003 and 2004 were likely based on fee-simple valuations. The fact that the facilities are on rights-of-way was likely unnoticed by the parties during negotiations at the time.

The result is a reduction in annual rent compared to prior years. However, the new negotiated terms align with the legal character of the sites and market conditions thereof, and represent above average annual rents for right-of-way use agreements relative to the region.

NEXT STEPS

Upon approval by the City Council, the City Manager will execute the renewals.

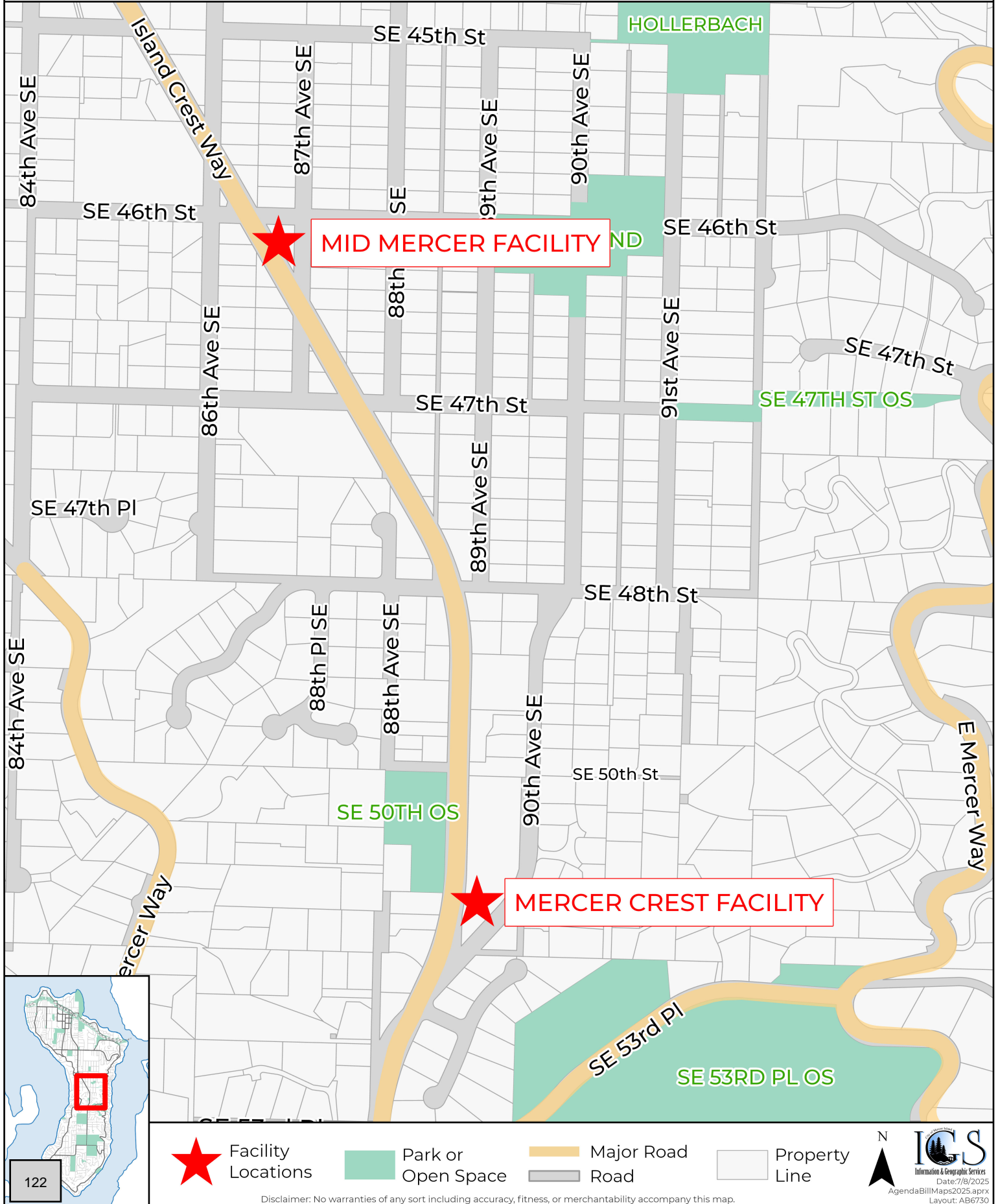
RECOMMENDED ACTION

Authorize the City Manager to execute the renewal telecommunications agreements with New Cingular Wireless PCS, LLC substantially in the forms attached as Exhibits 2 and 3 to this Agenda Bill, including related documents and administrative amendments required to fulfill the parties' obligations thereunder.



AB6730 EXHIBIT 1: TELECOMMUNICATION FACILITY AGREEMENT RENEWALS

Item 9.



RENEWAL RIGHT-OF-WAY USE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES

This Renewal Right-of-Way Use Agreement for Telecommunications Facilities (“Agreement”) is entered into this ____ day of ____, 2025, between the City of Mercer Island, a Washington municipal corporation (“Grantor” or “City”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services of Washington, LLC, (“Grantee”), (each a “Party” and together the “Parties”).

RECITALS

WHEREAS, Grantor and Grantee are parties to that certain Telecommunications Site Lease Agreement dated August 25, 2003 originally by and between Grantor and AT&T Wireless Services of Washington, LLC, an Oregon limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member (“2003 Agreement”); and

WHEREAS, the City of Mercer Island has authority pursuant to RCW 35.99.030 to enter into agreements to permit telecommunications providers to enter, use and occupy the right-of-way for the purpose of locating telecommunications facilities; and

WHEREAS, Grantor and Grantee desire to enter into a renewal agreement to permit Grantee to continue to occupy the Site, subject to updated terms and conditions as provided below.

NOW THEREFORE, effective upon the Commencement Date, this Agreement will replace all of the terms and conditions of the 2003 Agreement with the terms and conditions set forth herein. For and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

AGREEMENT

1. **Premises.** Grantor is the owner of rights-of-way (the “Site”) located in the City of Mercer Island, County of King, State of Washington, located on the east side of Island Crest Way west of 87th Avenue SE and south of SE 46th Street, Mercer Island, Washington. The Site is more particularly described by its legal description and depiction as **Exhibit A** attached hereto and incorporated herein by reference. Grantor hereby grants to Grantee for the term of this Agreement a portion of the air and approximately two hundred (200) square feet of the Site and all access and utility easements, if any, (the “Premises”) as described in **Exhibit B** attached hereto and incorporated herein by reference.

2. **Use.**

(a) The Premises may only be used by Grantee, its subtenants, and licensees, for constructing, operating, repairing, replacing, and maintaining Facilities, as defined below in Section 5, subject to the provisions herein. Grantee shall keep the Premises and the Facilities in good repair and

condition, and shall promptly repair or maintain such, including removal of debris as needed, in the event of damage, vandalism, etc.

(b) All improvements, equipment, antennas, and conduits shall be at Grantee's expense. It is understood and agreed that Grantee's ability to use the Premises is contingent upon its obtaining all of the certificates, permits, and any other approvals (collectively the "Governmental Approvals") that may be required by any federal, state, or local authorities. Grantor agrees to cooperate with Grantee, at Grantee's sole expense, in making application for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for Grantee's intended use of the Premises. The City's Chief of Operations is authorized to execute necessary landlord approval affidavits and other consents on behalf of Grantor necessary for Grantee's applications for such Governmental Approvals without the necessity for additional City Council approval.

(c) Grantee shall conduct and carry on in the Premises only the business for which the Premises authorized by this Agreement, and shall not use the Premises for any additional and/or illegal purposes.

(d) Grantee is authorized to install all necessary supporting improvements, subject to Grantee obtaining required Governmental Approvals, including necessary permits from the City. No additional use of ground space outside of the Premises shall be permitted without first having received prior authorization from the City through an amendment to this Agreement, including additional consideration (rental payments) to Grantor.

(e) Rights Granted. Nothing contained within this Agreement shall infringe upon the City's right to use the Site upon which Grantee's equipment and improvements are installed, provided that such use does not unreasonably interfere with Grantee's use of the Premises. Further, nothing contained herein shall convey any right, title, or interest in the Site. This Agreement merely authorizes Grantee to use and occupy the Premises for the limited purposes stated herein. Finally, this Agreement shall not be deemed to constitute any warranty of title—Grantee takes the Premises on an "as is" basis, with all faults. Grantee waives all claims against Grantor in respect to defects in the Premises or the Property and its structures and appurtenances, and their suitability for any particular purpose, as they exist on the Commencement Date.

(f) Access for construction, routine maintenance and/or repair, and other non-emergency visits shall only be during business hours (Monday through Friday, 7:00 a.m. through 7:00 p.m.). Access shall be by foot or motor vehicle.

3. **Term**

(a) The term of this Agreement shall be five (5) years commencing on August 25, 2023 ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in paragraph 10. Grantee shall have

the right to extend the term for four (4) successive five (5) year periods (collectively the “Renewal Terms” and each a “Renewal Term”) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term, except as otherwise provided herein.

4. **Rent.**

(a) Within 30 days of the Commencement Date, Grantee shall pay to Grantor as rent Twelve Thousand, Five Hundred Dollars (\$12,500.00) per year (Rent”) without notice or request from Grantor. Rent for the first year shall be paid within 30 days of the Commencement Date. Rent for subsequent years shall subsequently be due on or before the annual anniversary of the mutual execution of this Agreement. Rent shall be payable to Grantor at such places may be designated by Grantor from time to time.

(b) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent payable during the previous year.

(c) Within ninety (90) days of the Commencement Date, Grantee shall pay Grantor a one-time payment of Eight Thousand One Hundred Thirty-one and Fifty-six Hundredths Dollars (\$8,131.56) (“One-time Payment”) for reimbursement of the City's administrative, legal, and appraisal fees incurred in the review and preparation of this Agreement. This One-Time Payment shall not be refundable.

(d) Grantee acknowledges that late payment by Grantee of Rent or other sums due under this Agreement shall cause City to incur costs not contemplated by this Agreement, the exact amount of which would be extremely difficult and impractical to ascertain. Therefore, in the event Grantee shall fail to pay any installment of Rent or other sums due within twenty (20) business days of the due date, the City will issue to Grantee a written notice of such failure to pay, accompanied by an invoice applying a late charge equal to fifteen percent (15%) of the sum due. Further, all delinquent sums payable by Grantee to City and not paid within ten (10) business days after their due date shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is less. Interest on all delinquent accounts shall be calculated from the expiration of the ten (10) business day cure period set forth above to the date of payment. A fifty-dollar (\$50.00) charge will be paid by Grantee to the City for each check returned “NSF” or otherwise rejected by the City’s depositing institution for insufficient funds.

5. **Facilities; Utilities; Access.**

(a) Grantee has the right to erect, maintain, and operate on the Premises: antennas to be collocated on a single PSE wooden pole and an underground equipment cabinet covering no more than a one hundred thirty-one (131) square foot area (“Facilities”) as shown on the attached Exhibit B. All equipment shall be located within this 131 square foot area, as more particularly described in Exhibit B. In connection therewith, Grantee has the right to do all work necessary to prepare

and maintain the Premises for Grantee's business operations and to install communication and utility lines connecting the antenna(s) to the transmitters and receivers. Grantee's Facilities shall be erected and maintained at the expense of Grantee at its sole risk and expense. All of Grantee's construction and installation work shall be performed at Grantee's sole cost and expense and in a good and workmanlike manner. Title to Grantee's Facilities shall be held by Grantee. All of Grantee's Facilities shall remain the personal property of Grantee and are not fixtures. Grantee has the right to remove all of Grantee's Facilities at its sole expense on or before the expiration or termination of this Agreement, subject to the terms of paragraph 10, Removal.

(b) Grantee shall pay for the electricity, and any other utilities it consumes in its operations at the rate charged by the servicing utility company. Grantee shall have the right to draw electricity and other utilities from any utility company that will provide service to the premises (including a standby power generator for Grantee's exclusive use). Grantor agrees to sign such documents or easements as may be reasonably required by said utility companies to provide such service to the premises, including the grant to Grantee or to the servicing utility company, of a license or easement in, over across, or through the site is required by such servicing utility company to provide utility services as provided herein. However, the location of any such utility easement on the subject property shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld, delayed, or conditioned.

(c) Grantee shall have at all times the right of ingress and egress to and from the Premises, over and across the City's property adjacent to the Premises, as delineated in Exhibit B; provided however, that such right will not in any manner materially interfere with the City's use of the Site, and this right of ingress and egress shall terminate concurrently with the termination of this Agreement. "Materially interfere" and "material interference" are defined as any use that prevents vehicular, pedestrian, or bicycle traffic, circulation, and/or parking, and/or pedestrian access or circulation, and/or any right-of-way work by City or other crews (paving, road striping, etc.). Except as specified in paragraph 17, Emergency Work, below, Grantee shall give advance notice to the City prior to entry upon the Premises. For major maintenance or repair activities, ten (10) days' advance notice shall be provided by telephone to the Chief of Operations, publicworks@mercerisland.gov and (206) 275-7608. For minor maintenance or repair, at least 24 hours advance notice shall be provided by telephoning the Chief of Operations during normal business hours at (206) 275-7608. The City shall, upon request of Grantee, provide a list of emergency telephone numbers known to the City of any other tenants at the Site. As used herein, "major" maintenance or repair activities means a significant structural alteration or addition to the pole (including but not limited to the adding of height to the pole) or other alteration or addition resulting in a significant change in the Facilities (such as, by way of example, a material change in the color of any of the Facilities). Notwithstanding the language above, nothing in this Agreement absolves Grantee from obtaining all permits or other approvals required under the Mercer Island City Code.

(d) Grantee shall maintain all landscaping installed or required to be installed due to Grantee's use of the Premises. Grantee shall not have the right to remove or damage any trees or vegetation

at the Site without advance approval by the City. Further, Grantee shall work with the City to eliminate the possibility of or minimize damage to surrounding trees and/or vegetation when engaging in any privileges afforded by this Agreement. At least thirty (30) days prior to performing any work under this Agreement that may result in the disturbance to any trees on Site or disturbing or taking place within the drip line of any trees on Site, Grantee shall provide to Grantor a tree protection plan for Grantor's review and approval prior to the commencement of any such work. The tree protection plan shall be prepared by a certified arborist and include, at minimum, the following elements: a description of the proposed work, a description of the area such work will be performed in, a listing of all equipment to be used in such work, and how soil compaction and/or damage to tree roots, trunk and canopy will be avoided, minimized, and/or mitigated. Such tree protection plan shall be submitted to the City's Public Works Department. Further, the provisions of the Mercer Island City Code, including Chapter 19.10, Trees, or as hereafter amended or recodified, is hereby incorporated by reference.

6. **Interference.** Grantee shall operate Grantee's Facilities in a manner that will not cause interference to Grantor and other Grantees or licensees of the Site, provided that their installations predate that of the Grantee's Facilities. With respect to Grantees or licensees of Grantor whose operations commence after installation of the Facilities, Grantee shall not make any change in its operations that causes or is intended to cause material interference with such Grantees or licensees. All operations by Grantee shall be in compliance with all Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA") requirements; provided, however, that Grantor and Grantee shall cooperate with all other users to identify the causes of and work towards resolution of any electronic or radio frequency interference problem. In addition, Grantee agrees, at Grantee's own cost and expense, to eliminate any radio or television interference caused by Grantee's facilities to City facilities or surrounding residences that pre-date the Facilities, without impairing the function of City equipment. If any collocation by Grantor or Grantor's other Grantees or licensees results in interference with Grantee's operations, Grantor agrees to take reasonable steps to encourage the interfering party to eliminate such interference. In the event that the interference is not eliminated within thirty (30) days of notice to Grantor by Grantee, Grantee may terminate this Agreement upon thirty (30) days' prior written notice to Grantor.

7. **Taxes**

(a) Prior to locating the Grantee's Facilities on the Premises, Grantee shall obtain a business license endorsement from the City as may be required. Further, Grantee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property, and improvements owned or placed by Grantee on the Premises; shall pay all license fees and public utility charges related to the conduct of Grantee's business on the Premises; shall pay for all permits, licenses, and zoning approvals relating to the conduct of business on the Premises by Grantee, and shall pay any other tax including utility taxes and business license fees billed to Grantee by the City.

(b) In addition to the Rent, Grantee shall pay annually in advance to the City the then-current applicable leasehold excise tax unless Grantee is centrally assessed by the state of Washington and

provides advanced documentation of its central assessment prior to execution of this Agreement. If Grantee is centrally assessed by the state of Washington and Grantee provides evidence of its central assessment to the City prior to execution of this Agreement, then for any and all periods that Grantee reports the property is “operating property” as defined in RCW 84.12.200, Grantee will not be required to pay leasehold excise tax to the City. Should the City collect from Grantee and pay to the Department of Revenue leasehold excise tax which is subsequently determined to be a duplicate payment or overpayment of the tax by Grantee, Grantee shall not have any claim against the City, but shall look directly to the Department of Revenue for reimbursement. City shall reasonably cooperate, at no expense or liability to City, to the extent the Department of Revenue requires any information or action from City to resolve Grantee’s claim for reimbursement.

8. **Termination**

(a) In the event that (i) any Governmental Approval issued to Grantee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (ii) Grantee determines that the Premises is no longer compatible for its use, Grantee shall have the right to terminate this Agreement. Grantee shall provide Grantor written notice at least sixty (60) days prior to such termination. All rentals paid to said termination date shall be retained by Grantor. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder and as otherwise described in Paragraph 21(n), Survival, below. In the event that Grantee terminates this Agreement for reasons listed in (ii) above, Grantee shall pay an immediate termination fee equal to one (1) years’ Rent at the then-current rental amount. Otherwise, Grantee shall have no further obligations for the payment of Rent to Grantor.

(b) In addition to any other remedies available to it at law or in equity, a non-breaching Party may terminate this Agreement upon thirty (30) days’ written notice following a determination of a material breach which the other Party fails to cure within thirty (30) days after written notice by the non-breaching Party, or, if the failure cannot reasonably be remedied in such time, if the breaching Party does not commence a remedy within the allotted thirty (30) days and diligently pursues the cure to completion within ninety (90) days after the initial written notice.

(c) Following the Commencement Date, Grantor may terminate this Agreement immediately in the event of an emergency, or within thirty (30) days’ notice for reasons involving public health, safety, or welfare not constituting an emergency. In the event of any termination under this paragraph occurring in the first ten (10) years following the Commencement Date, Grantor shall reimburse previously prepaid Rent for the remainder of the then-current year on a pro rata basis, beginning as of the date that Grantee fully completes removal of its Facilities pursuant to Section 9, below.

(d) If Grantee's tenancy remains after the termination of this Agreement, the occupancy of the Premises after the termination shall be that of a tenancy at sufferance. Grantee's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Agreement and Grantee shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the then-annual Rent divided by twelve ("Holdover Rent"). Such Holdover Rent shall be payable in advance on or before the first (1st) day of each month. No holdover by Grantee or payment by Grantee after the termination of this Agreement shall be construed to extend the Term or shall be construed to waive any applicable terms of the Agreement or prevent Grantor from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Grantor is unable to deliver possession of the Premises to a new tenant, or perform improvements for a new tenant as a result of Grantee's holdover, Grantee shall be liable to Grantor for all damages. Nothing herein shall be construed as Grantor's consent to such holding over.

9. Facilities Removal.

(a) Upon termination of this Agreement, Grantee shall remove its Facilities, and all other personal property and restore the Premises to its original condition or better, reasonable wear and tear excepted. Grantor agrees and acknowledges that all of the equipment, conduits, and all other personal property of Grantee shall remain the personal property of Grantee, who shall have the right to remove the same at any time during the Term. If such time for removal causes Grantee to remain on the Premises after termination of this Agreement, Grantee shall pay Rent consistent with the requirements of Paragraph 8(e) above, until such time as the removal of the personal property is completed. If Grantee maintains Facilities on the Premises longer than one hundred twenty (120) days after the termination of this Agreement, Grantor may, at its sole option, remove Grantee's personal property and dispose of Grantee's equipment at Grantee's sole cost and expense.

(b) Grantee shall remove all Facilities to a depth of three (3) feet below grade unless the City and Grantee mutually agree, in each party's discretion, that any such improvements shall remain on the Site, in which event Grantee shall transfer, bequest, or devise its interest in the improvements to the City. Restoration of the Premises shall be to a condition that is equivalent to or better than the condition of the Premises prior to the installation, operation, or maintenance of the Facilities and to a condition satisfactory to Grantor.

10. Destruction or Condemnation. If the Premises or Grantee's Facilities are substantially damaged or destroyed by a third-party or event outside of Grantee's control, or condemned or transferred in lieu of condemnation, Grantee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation, or transfer in lieu of condemnation by giving notice to Grantor no more than thirty (30) days following the date of such substantial damage, destruction, condemnation, or transfer in lieu of condemnation. If Grantee chooses not to terminate this Agreement, Rent shall continue to be due to the City without reduction or proration. In any condemnation proceeding, each Party shall be entitled to make a claim against the condemning authority for just compensation. Sale of all or part of the Premises to a purchaser with the power

of eminent domain in the face of exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

11. Insurance.

(a) Grantee shall procure and maintain for so long as Grantee in any way occupies the Premises, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Grantee. Grantee shall require that every subcontractor maintain insurance commensurate with their scope of work. Grantee shall procure insurance from insurers with a current A.M. Best rating of not less than A:VII. Grantee shall provide a copy of a certificate of insurance and blanket additional insured endorsement to the Grantor for its inspection at the time of acceptance of this Agreement, and such insurance certificate shall evidence a policy of insurance that includes:

- i. Commercial General Liability insurance with limits not less than \$5,000,000 per occurrence for bodily injury and damage or destruction to property and \$10,000,000 general aggregate.
- ii. Commercial Auto Liability insurance on all owned, non-owned, and hired automobiles with a combined single limit of not less than two million (\$2,000,000) each accident.
- iii. Workers Compensation insurance, applicable to work performed in Washington State, providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.
- iv. Umbrella liability policy with limits of \$5,000,000 per occurrence and in the aggregate.
- v. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If the Contractors Pollution Liability insurance is written on a claims-made basis, the Grantee warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time this Agreement expires or is terminated. The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

(b) Payment of deductibles or self-insured retention shall be the sole responsibility of the Grantee. Grantee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section. Grantee's umbrella liability policy shall provide

“follow form” or at least as broad as required coverage over its required commercial general liability, automobile liability, and workers compensation/employer’s liability insurance policies.

(c) The required insurance policies, with the exception of Workers’ Compensation and Employer’s Liability obtained by Grantee shall include the Grantor, its officers, officials, employees, agents, and volunteers (“Additional Insureds”), as an additional insured with coverage at least as broad as Additional Insured Managers or Lessees of Premises ISO form CG 20 11 or equivalent. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer’s liability. Grantee shall provide to the Grantor upon mutual execution of this Agreement, a certificate of insurance and blanket additional insured endorsement. Receipt by the Grantor of any certificate showing less coverage than required under this Agreement is not a waiver of Grantee’s obligations to fulfill the requirements under this Section. Grantee’s required general and auto liability insurance shall be primary insurance with respect to the Grantor. Any insurance, self-insurance, or insurance pool covered maintained by the Grantor shall be in excess of Grantee’s required insurance and shall not contribute with it.

(d) Upon receipt of notice from its insurer(s), Grantee shall provide the Grantor with thirty (30) days’ prior written notice of cancellation of any insurance policy except for non-payment of premium, required pursuant to this Section 11. Grantee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 11. Failure to maintain insurance policies meeting the requirements of this Section 11 shall be a material breach of this Agreement.

(e) Grantee’s maintenance of insurance as required by this Section 11 shall not be construed to limit the liability of Grantee to only the coverage provided by such insurance, or otherwise limit the Grantor’s recourse to any remedy available at law or equity. Further, Grantee’s maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance under this Agreement by Grantee.

(f) Grantor may review all insurance limits once every calendar year during the duration of this Agreement and may make reasonable adjustments in the limits upon thirty (30) days’ prior written notice to Grantee. Grantee shall then issue a certificate of insurance to the Grantor showing compliance with these adjustments.

12. Indemnification.

(a) Grantee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, volunteers, and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Grantee, its agents,

servants, officers, or employees in relation to this Agreement and any rights granted within this Agreement, except to the extent attributable to the sole negligence or intentional misconduct of Grantor, its officers, officials, employees, agents, or contractors. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Grantee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

(b) Inspection or acceptance by the City of any work performed by Grantee shall not be grounds for avoidance by Grantee of any of its obligations under this Section 12, Indemnification.

(c) To the extent the provisions of RCW 4.24.115 are applicable, the Parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Grantee's waiver of immunity under Title 51 RCW. This waiver has been mutually negotiated by the Parties.

(d) Notwithstanding any other provisions of this Section 12, Indemnification, Grantee assumes the risk of damage to its Facilities located upon the Premises from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any negligence, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, elected or appointed officials, or contractors. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation: lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Agreement. Each Party releases and waives any and all such claims against the other Party, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

(e) The provisions of this Section 12, Indemnification, shall survive the expiration, revocation, or termination of this Agreement.

13. **Assignment**. Grantee may not assign, nor otherwise transfer, all or any part of its interest in this Agreement or in the Premises without the prior written consent of Grantor; provided, however, that Grantee may assign its interest to its parent company, any subsidiary, or affiliate, or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement. Grantor may assign this Agreement upon written notice to Grantee, subject to the assignee assuming all of Grantor's obligations herein. Notwithstanding anything to the contrary contained in this Agreement, Grantee may assign, mortgage, pledge, hypothecate, or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Grantee: (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes, or similar instruments, or (iii) has obligations under or with

respect to letters of credit, bankers acceptances, and similar facilities or in respect of guaranties thereof.

14. **Sublease.** Grantee shall not have the right to sublet or license all or any portion of Grantee's Facilities and the Premises, together with access and utilities thereto, without Grantor's prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Any subtenant shall comply with the terms and conditions of this Agreement pertaining to the subtenant's usage of the Premises, including but not limited to, sections 11 (Insurance) and 12 (Indemnification).

15. **Repairs.** Grantee shall not be required to make any repairs to the Premises or Site unless such repairs shall be necessitated by reason of the act, default, or neglect of Grantee.

16. **Hazardous Substances.**

(a) Grantee agrees that it will not, and will not permit any third party to use, generate, store, release, or dispose of any Hazardous Material (as defined below) in, on, under, about, or within the Premises in violation of any law or regulation. Grantor represents and agrees that Grantor will not, and will not permit any third party to use, generate, store, release, or dispose of any Hazardous Material in, on, under, about, or within the Site (including the soil, surface water, and groundwater thereunder) except in compliance with any applicable law or regulation.

(b) Grantee shall defend, indemnify, protect, and hold harmless Grantor and its employees, partners, affiliates, agents, contractors, directors, successors, representatives, and assigns from any against any and all losses, liabilities, damages, penalties, fines, claims, and/or costs (including reasonable attorneys' and consultants' fees and costs) of every type and nature arising out of or in connection with the generation, storage, release, or disposal of any Hazardous Materials by Grantee in, on under, about, or within the Premises in violation of any laws or regulations, except to the extent caused by Grantor or its employees, partners, affiliates, agents, contractors, directors, successors, representatives, or assigns in violation of applicable law.

(c) Grantee and its partners, affiliates, agents, and employees, contractors, directors, successors, representatives, or assigns shall store and handle all equipment and materials in a safe, careful, and workmanlike manner while on the Site. Grantee shall promptly remove from the Site and remediate in compliance with the law any discharge, leak emission, or release of Hazardous Materials from Grantee's activities, improvements, or other Grantee equipment. All costs and expenses associated in any way with a discharge, leak, emission, or release of Hazardous Material from Grantee's activities, other improvements, or other Grantee equipment shall be at the sole cost and expense of Grantee.

(d) As used herein, the term "Hazardous Material" means:

- i. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;

- ii. Any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and
- iii. Any “hazardous substance” as defined by Washington’s Model Toxics Control Act, Chapter 70.105D RCW, as amended from time to time, and regulations promulgated thereunder; and
- iv. Any substances, material, waste, or emission that has been found to be “hazardous,” “toxic,” “radioactive,” a “pollutant,” or a “contaminant” under applicable law relating to the regulation of pollution or protection of human health and the environment.

(e) The indemnifications of the Grantor and the Grantee in this Section shall survive the expiration or termination of this Agreement.

17. **Emergency Work.** In the event of any emergency in which any of Grantee’s Facilities in or on the Premises breaks, are damaged, or if Grantee’s construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety or any individual, Grantee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without having to first apply for any obtain permit or other authorizations as required by this Agreement. However, Grantee shall notify the Grantor of the need for such emergency work immediately upon learning of the emergency and further, Grantee shall obtain any Governmental Approvals necessary for this purpose after the emergency work within two (2) business days of commencing such work.

18. **Dangerous Conditions, Authority for Grantor to Abate.** Whenever construction, installation, or excavation of the Facilities authorized by this Agreement has caused or contributed to a condition that appears to substantially impair the lateral support of the Site, adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the Chief of Operations may direct Grantee, at Grantee’s own expense, to take action to protect the Site, public, adjacent public places, City-owned property, utilities, and public ways. Such action may include compliance within a reasonable prescribed time.

(a) In the event that Grantee fails or refuses to promptly take the actions directed by the Grantor or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the Grantor may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Grantee shall be liable to the Grantor for the costs thereof. When acting under this subsection, the City will take such necessary actions accompanied by a representative of the Grantee; however, notwithstanding the above, the City shall have no obligation to take actions accompanied by a representative of Grantee in the event of emergency conditions requiring emergency action. The provisions of this Paragraph shall survive the expiration, revocation, or termination by other means of this Agreement.

19. **Security Bond.** Upon execution of this Agreement, Grantee shall post a corporate performance bond in the amount of \$30,0000 (“Security Bond”), in a form reasonably acceptable to the City Attorney, to guarantee the full and complete performance of the requirements of this Agreement and to guarantee payment of any costs, expenses, damages, or losses the City pays or incurs, including civil penalties, because of any failure caused by the Grantee to comply with the requirement of this Agreement or any Governmental Approvals. Before any sums are withdrawn from the Security Bond, the City shall give written notice to Grantee (1) describing the default or failure to be remedied, or the damages, cost, or expenses that the City has incurred by reason of Grantee’s act or default; (2) providing a reasonable opportunity for Grantee to first remedy the existing or ongoing default or failure, if applicable; and (3) that Grantee will be given an opportunity to review the act, default, or failure described in the notice with the Chief of Operations or their designee. If a dispute arises under this provision, the Security Bond may not be used to pay the City’s attorneys’ fees unless and until the City is determined to be the prevailing party.

20. **Reimbursement of City Expenses.** Where the Grantor incurs costs and/or expenses for review, inspection, or supervision of activities taken through the authority granted in this Agreement or any ordinances relating to the subject for which a permit fee is not established, Grantee shall reimburse the Grantor directly for all incurred costs after receiving an invoice documenting such costs and expenses. Grantee shall reimburse Grantor for any and all actually incurred costs the Grantor incurs in response to any emergency regarding or related to Grantee’s facilities within thirty (30) days of City’s provision of receipts/invoice for such actually incurred costs to Grantor.

21. **Vacation.** If at any time the Grantor, by ordinance, vacates all or any portion of the Premises, the Grantor will not be liable for any damages or loss to the Grantee by reason of such vacation. The Grantor shall notify Franchisee in writing not less than sixty (60) days before vacating all or any portion of the Premises. The Grantor may, after thirty sixty (60) days written notice to Grantee, terminate this Agreement with respect to any such vacated area.

22. **Right-of-Way Maintenance/Construction.** Grantee acknowledges that the Premises and the Site are within public rights-of-way. Grantee understands and agrees that it shall fully cooperate with any traffic control plans associated with work performed in and/or adjacent to the Premises.

23. **Utility Locates.** Grantee shall, before commencing any construction on the Site, comply with all regulations of Chapter 19.122 RCW, the one call locator service.

24. **Miscellaneous.**

- (a) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations, and other agreements, written or otherwise, concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.

- (b) **Severability.** If a court of competent jurisdiction holds this Agreement to be illegal, invalid, or otherwise unenforceable, in whole or in part, the remaining terms, covenants, and provisions, shall remain in full force in effect to the fullest extent possible and will in no way be impaired, affected, or invalidated.
- (c) **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.
- (d) **Notices.** Any notice or demand required to be given herein shall be made by (i) certified or registered mail, return receipt requested, or (ii) reliable overnight courier to the address of the respective parties set forth below:

Grantor: City of Mercer Island
 9611 SE 36th Street
 Mercer Island, WA 98040
 Attn: City Manager, Chief of Operations, City Attorney

Grantee:

For Notices or Demands Required By This Agreement:

To Grantee's Lease Administration Department by e-mail at NoticeIntake@att.com; and to Grantee's Law Department at:

New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations
 Re: Cell Site SD82 (WA)
 Fixed Asset #: 10097866
 208 S. Akard Street
 Dallas, TX 75202-4206

All Other Notices: To Grantee's Lease Administration Department by e-mail at NoticeIntake@att.com with the FA# (10097866), Cell Site # (SD82), and Cell Site Name (Midmercer) in the e-mail subject line.

Grantee and Grantor may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) **Applicable Law/Venue.** This Agreement shall be governed by the laws of the State of Washington. The venue and jurisdiction over any dispute related to this Agreement shall be with the King County Superior Court.

(f) **Compliance with all Applicable Laws.** Grantee agrees to comply with all laws, ordinances, rules, and regulations of the public authorities with jurisdiction in performing any and all work upon the Facility.

(g) **Non-Release of Obligations Upon Termination.** No termination, forfeiture, or cancellation of this Agreement shall release Grantee from any liability or obligation with respect to any matter occurring prior to such termination, default, or cancellation, nor shall termination, default, or cancellation release Grantee from its obligation and liability as described in Paragraph 9, Removal, herein to remove its Facilities and restore the Premises to its original condition or better.

(h) **Exhibits Incorporated.** All riders and exhibits annexed hereto form material parts of this Agreement.

(i) **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original.

(j) **Nonwaiver.** The Failure of Grantor to insist upon strict performance of any of the covenants or agreements within this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement, or option, or any other covenant agreement or option.

(k) **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

(l) **Attorneys' Fees.** If a suit or other action is instituted in connection with any controversy arising out of this Agreement, the prevailing party ("Prevailing Party") shall be entitled to recover its costs and expenses including attorneys' fees, in such sum as set by the Court, including fees upon appeal of any judgment or ruling.

(m) **Survival.** The following paragraphs shall survive termination or expiration of this Agreement: 8(e), Termination, 9, Facilities Removal, 12, Indemnification, 16, Hazardous Materials, 17, Emergency Work, 18, Dangerous Conditions, Authority for Grantor to Abate, 21, Applicable Law/Venue. Further, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first above written.

GRANTEE

NEW CINGULAR WIRELESS PCS, LLC

GRANTOR

CITY OF MERCER ISLAND

a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Andrea Larson, City Clerk
APPROVED AS TO FORM:

Bio Park, City Attorney

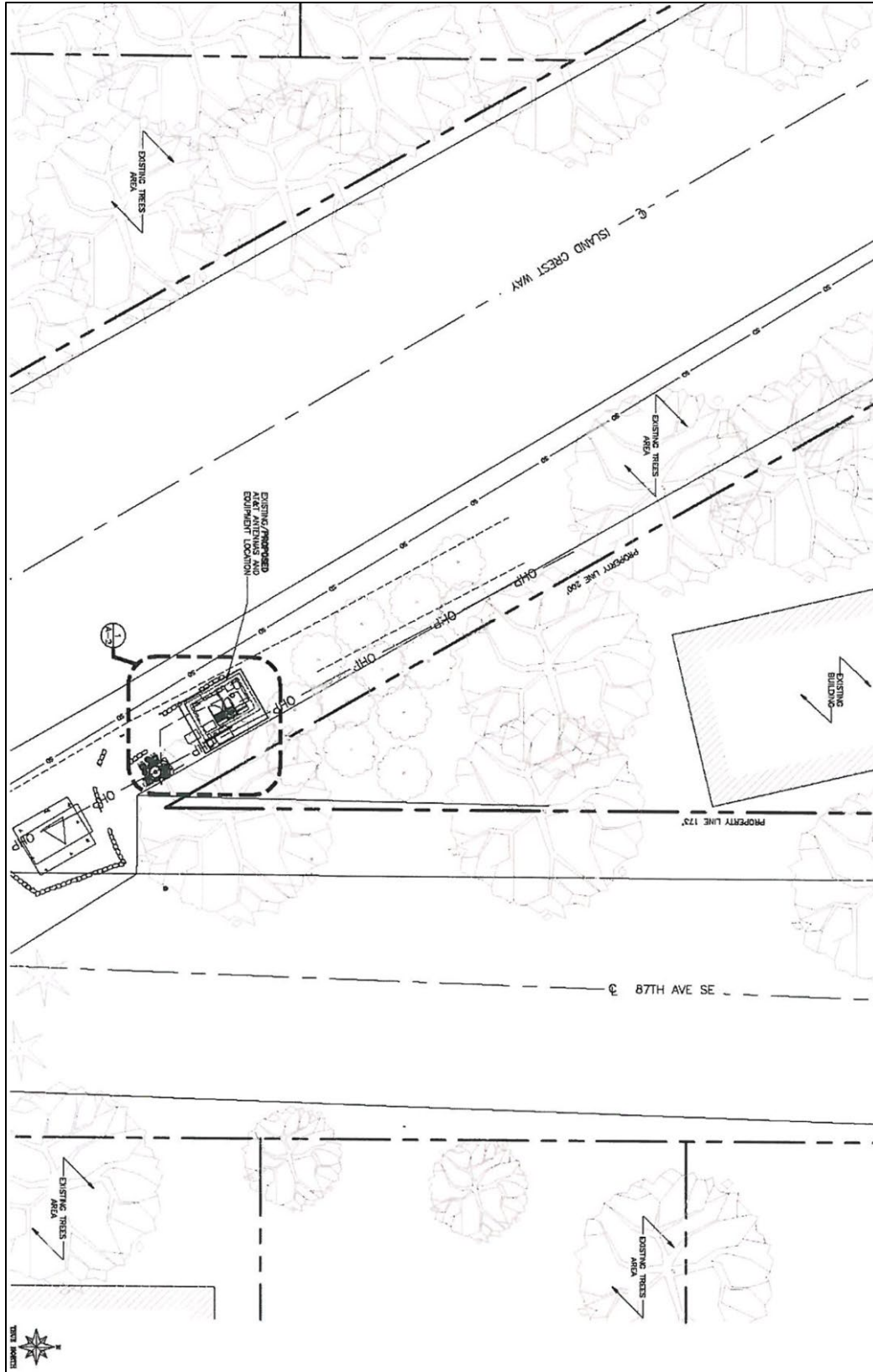
Exhibit A- Legal Description

Being a portion of public right of way on the east side of Island Crest Way, west of 87th Ave SE and south of SE 46th Street, within the Plat of Allview Heights Add. To Seattle as recorded in Volume 16, Pg. 20 in the Southwest quarter of Section 18, Township 24 North, Range 5 East, W.M., described as follows:

An area, approximately 200 square feet, adjacent to and running parallel with the western most property line of King County Parcel 0191100485, addressed as 4603 87th Avenue SE, Mercer Island, King County, Washington.

Exhibit B – Description of Premises

The location of the Premises within the Site is more particularly depicted in the drawings that follow:



RENEWAL RIGHT-OF-WAY USE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES

This Renewal Right-of-Way Use Agreement for Telecommunications Facilities (“Agreement”) is entered into this ____ day of ____, 2025, between the City of Mercer Island, a Washington municipal corporation (“Grantor” or “City”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services of Washington, LLC, (“Grantee”), (each a “Party” and together the “Parties”).

RECITALS

WHEREAS, Grantor and Grantee are parties to that certain Telecommunications Site Lease Agreement dated May 18, 2004 originally by and between Grantor and AT&T Wireless Services of Washington, LLC, an Oregon limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member (“2004 Agreement”); and

WHEREAS, the City of Mercer Island has authority pursuant to RCW 35.99.030 to enter into agreements to permit telecommunications providers to enter, use and occupy the right-of-way for the purpose of locating telecommunications facilities; and

WHEREAS, Grantor and Grantee desire to enter into a renewal agreement to permit Grantee to continue to occupy the Site, subject to updated terms and conditions as provided below.

NOW THEREFORE, effective upon the Commencement Date, this Agreement will replace all of the terms and conditions of the 2004 Agreement with the terms and conditions set forth herein. For and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

AGREEMENT

1. **Premises.** Grantor is the owner of rights-of-way (the “Site”) located in the City of Mercer Island, County of King, State of Washington, located on the east side of Island Crest Way north of 90th Ave SE, adjacent to 5017 90th Avenue SE, Mercer Island, Washington. The Site is more particularly described by its legal description and depiction as **Exhibit A** attached hereto and incorporated herein by reference. Grantor hereby grants to Grantee for the term of this Agreement a portion of the air and approximately four hundred (400) square feet of the Site and all access and utility easements, if any, (the “Premises”) as described in **Exhibit B** attached hereto and incorporated herein by reference.

2. **Use.**

(a) The Premises may only be used by Grantee, its subtenants, and licensees, for constructing, operating, repairing, replacing, and maintaining Facilities, as defined below in Section 5, subject to the provisions herein. Grantee shall keep the Premises and the Facilities in good repair and

condition, and shall promptly repair or maintain such, including removal of debris as needed, in the event of damage, vandalism, etc.

(b) All improvements, equipment, antennas, and conduits shall be at Grantee's expense. It is understood and agreed that Grantee's ability to use the Premises is contingent upon its obtaining all of the certificates, permits, and any other approvals (collectively the "Governmental Approvals") that may be required by any federal, state, or local authorities. Grantor agrees to cooperate with Grantee, at Grantee's sole expense, in making application for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for Grantee's intended use of the Premises. The City's Chief of Operations is authorized to execute necessary landlord approval affidavits and other consents on behalf of Grantor necessary for Grantee's applications for such Governmental Approvals without the necessity for additional City Council approval.

(c) Grantee shall conduct and carry on in the Premises only the business for which the Premises authorized by this Agreement, and shall not use the Premises for any additional and/or illegal purposes.

(d) Grantee is authorized to install all necessary supporting improvements, subject to Grantee obtaining required Governmental Approvals, including necessary permits from the City. No additional use of ground space outside of the Premises shall be permitted without first having received prior authorization from the City through an amendment to this Agreement, including additional consideration (rental payments) to Grantor.

(e) Rights Granted. Nothing contained within this Agreement shall infringe upon the City's right to use the Site upon which Grantee's equipment and improvements are installed, provided that such use does not unreasonably interfere with Grantee's use of the Premises. Further, nothing contained herein shall convey any right, title, or interest in the Site. This Agreement merely authorizes Grantee to use and occupy the Premises for the limited purposes stated herein. Finally, this Agreement shall not be deemed to constitute any warranty of title—Grantee takes the Premises on an "as is" basis, with all faults. Grantee waives all claims against Grantor in respect to defects in the Premises or the Property and its structures and appurtenances, and their suitability for any particular purpose, as they exist on the Commencement Date.

(f) Access for construction, routine maintenance and/or repair, and other non emergency visits shall only be during business hours (Monday through Friday, 7:00 a.m. through 7:00 p.m.). Access shall be by foot or motor vehicle.

3. **Term**

(a) The term of this Agreement shall be five (5) years commencing on August 25, 2023 ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in paragraph 10. Grantee shall have

the right to extend the term for four (4) successive five (5) year periods (collectively the “Renewal Terms” and each a “Renewal Term”) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term, except as otherwise provided herein.

4. **Rent.**

(a) Within 30 days of the Commencement Date, Grantee shall pay to Grantor as rent Twelve Thousand, Five Hundred Dollars (\$12,500.00) per year (Rent”) without notice or request from Grantor. Rent for the first year shall be paid within 30 days of the Commencement Date. Rent for subsequent years shall subsequently be due on or before the annual anniversary of the mutual execution of this Agreement. Rent shall be payable to Grantor at such places may be designated by Grantor from time to time.

(b) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent payable during the previous year.

(c) Within ninety (90) days of the Commencement Date, Grantee shall pay Grantor a one-time payment of Six Thousand Seven Hundred Five and Fifty-six Hundredths Dollars (\$6,705.56) (“One-time Payment”) for reimbursement of the City's administrative, legal, and appraisal fees incurred in the review and preparation of this Agreement. This One-Time Payment shall not be refundable.

(d) Grantee acknowledges that late payment by Grantee of Rent or other sums due under this Agreement shall cause City to incur costs not contemplated by this Agreement, the exact amount of which would be extremely difficult and impractical to ascertain. Therefore, in the event Grantee shall fail to pay any installment of Rent or other sums due within twenty (20) business days of the due date, the City will issue to Grantee a written notice of such failure to pay, accompanied by an invoice applying a late charge equal to fifteen percent (15%) of the sum due. Further, all delinquent sums payable by Grantee to City and not paid within ten (10) business days after their due date shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is less. Interest on all delinquent accounts shall be calculated from the expiration of the ten (10) business day cure period set forth above to the date of payment. A fifty-dollar (\$50.00) charge will be paid by Grantee to the City for each check returned “NSF” or otherwise rejected by the City’s depositing institution for insufficient funds.

5. **Facilities; Utilities; Access.**

(a) Grantee has the right to erect, maintain, and operate on the Premises: antennas to be collocated on a single PSE wooden pole and an underground equipment cabinet covering no more than a one hundred thirty-one (131) square foot area (“Facilities”) as shown on the attached Exhibit B. All equipment shall be located within this 131 square foot area, as more particularly described in Exhibit B. In connection therewith, Grantee has the right to do all work necessary to prepare

and maintain the Premises for Grantee's business operations and to install communication and utility lines connecting the antenna(s) to the transmitters and receivers. Grantee's Facilities shall be erected and maintained at the expense of Grantee at its sole risk and expense. All of Grantee's construction and installation work shall be performed at Grantee's sole cost and expense and in a good and workmanlike manner. Title to Grantee's Facilities shall be held by Grantee. All of Grantee's Facilities shall remain the personal property of Grantee and are not fixtures. Grantee has the right to remove all of Grantee's Facilities at its sole expense on or before the expiration or termination of this Agreement, subject to the terms of paragraph 10, Removal.

(b) Grantee shall pay for the electricity, and any other utilities it consumes in its operations at the rate charged by the servicing utility company. Grantee shall have the right to draw electricity and other utilities from any utility company that will provide service to the premises (including a standby power generator for Grantee's exclusive use). Grantor agrees to sign such documents or easements as may be reasonably required by said utility companies to provide such service to the premises, including the grant to Grantee or to the servicing utility company, of a license or easement in, over across, or through the site is required by such servicing utility company to provide utility services as provided herein. However, the location of any such utility easement on the subject property shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld, delayed, or conditioned.

(c) Grantee shall have at all times the right of ingress and egress to and from the Premises, over and across the City's property adjacent to the Premises, as delineated in Exhibit B; provided however, that such right will not in any manner materially interfere with the City's use of the Site, and this right of ingress and egress shall terminate concurrently with the termination of this Agreement. "Materially interfere" and "material interference" are defined as any use that prevents vehicular, pedestrian, or bicycle traffic, circulation, and/or parking, and/or pedestrian access or circulation, and/or any right-of-way work by City or other crews (paving, road striping, etc.). Except as specified in paragraph 17, Emergency Work, below, Grantee shall give advance notice to the City prior to entry upon the Premises. For major maintenance or repair activities, ten (10) days' advance notice shall be provided by telephone to the Chief of Operations, publicworks@mercerisland.gov and (206) 275-7608. For minor maintenance or repair, at least 24 hours advance notice shall be provided by telephoning the Chief of Operations during normal business hours at (206) 275-7608. The City shall, upon request of Grantee, provide a list of emergency telephone numbers known to the City of any other tenants at the Site. As used herein, "major" maintenance or repair activities means a significant structural alteration or addition to the pole (including but not limited to the adding of height to the pole) or other alteration or addition resulting in a significant change in the Facilities (such as, by way of example, a material change in the color of any of the Facilities). Notwithstanding the language above, nothing in this Agreement absolves Grantee from obtaining all permits or other approvals required under the Mercer Island City Code.

(d) Grantee shall maintain all landscaping installed or required to be installed due to Grantee's use of the Premises. Grantee shall not have the right to remove or damage any trees or vegetation

at the Site without advance approval by the City. Further, Grantee shall work with the City to eliminate the possibility of or minimize damage to surrounding trees and/or vegetation when engaging in any privileges afforded by this Agreement. At least thirty (30) days prior to performing any work under this Agreement that may result in the disturbance to any trees on Site or disturbing or taking place within the drip line of any trees on Site, Grantee shall provide to Grantor a tree protection plan for Grantor's review and approval prior to the commencement of any such work. The tree protection plan shall be prepared by a certified arborist and include, at minimum, the following elements: a description of the proposed work, a description of the area such work will be performed in, a listing of all equipment to be used in such work, and how soil compaction and/or damage to tree roots, trunk and canopy will be avoided, minimized, and/or mitigated. Such tree protection plan shall be submitted to the City's Public Works Department. Further, the provisions of the Mercer Island City Code, including Chapter 19.10, Trees, or as hereafter amended or recodified, is hereby incorporated by reference.

6. **Interference.** Grantee shall operate Grantee's Facilities in a manner that will not cause interference to Grantor and other Grantees or licensees of the Site, provided that their installations predate that of the Grantee's Facilities. With respect to Grantees or licensees of Grantor whose operations commence after installation of the Facilities, Grantee shall not make any change in its operations that causes or is intended to cause material interference with such Grantees or licensees. All operations by Grantee shall be in compliance with all Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA") requirements; provided, however, that Grantor and Grantee shall cooperate with all other users to identify the causes of and work towards resolution of any electronic or radio frequency interference problem. In addition, Grantee agrees, at Grantee's own cost and expense, to eliminate any radio or television interference caused by Grantee's facilities to City facilities or surrounding residences that pre-date the Facilities, without impairing the function of City equipment. If any collocation by Grantor or Grantor's other Grantees or licensees results in interference with Grantee's operations, Grantor agrees to take reasonable steps to encourage the interfering party to eliminate such interference. In the event that the interference is not eliminated within thirty (30) days of notice to Grantor by Grantee, Grantee may terminate this Agreement upon thirty (30) days' prior written notice to Grantor.

7. **Taxes**

(a) Prior to locating the Grantee's Facilities on the Premises, Grantee shall obtain a business license endorsement from the City as may be required. Further, Grantee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property, and improvements owned or placed by Grantee on the Premises; shall pay all license fees and public utility charges related to the conduct of Grantee's business on the Premises; shall pay for all permits, licenses, and zoning approvals relating to the conduct of business on the Premises by Grantee, and shall pay any other tax including utility taxes and business license fees billed to Grantee by the City.

(b) In addition to the Rent, Grantee shall pay annually in advance to the City the then-current applicable leasehold excise tax unless Grantee is centrally assessed by the state of Washington and

provides advanced documentation of its central assessment prior to execution of this Agreement. If Grantee is centrally assessed by the state of Washington and Grantee provides evidence of its central assessment to the City prior to execution of this Agreement, then for any and all periods that Grantee reports the property is “operating property” as defined in RCW 84.12.200, Grantee will not be required to pay leasehold excise tax to the City. Should the City collect from Grantee and pay to the Department of Revenue leasehold excise tax which is subsequently determined to be a duplicate payment or overpayment of the tax by Grantee, Grantee shall not have any claim against the City, but shall look directly to the Department of Revenue for reimbursement. City shall reasonably cooperate, at no expense or liability to City, to the extent the Department of Revenue requires any information or action from City to resolve Grantee’s claim for reimbursement.

8. **Termination**

(a) In the event that (i) any Governmental Approval issued to Grantee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (ii) Grantee determines that the Premises is no longer compatible for its use, Grantee shall have the right to terminate this Agreement. Grantee shall provide Grantor written notice at least sixty (60) days prior to such termination. All rentals paid to said termination date shall be retained by Grantor. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder and as otherwise described in Paragraph 21(n), Survival, below. In the event that Grantee terminates this Agreement for reasons listed in (ii) above, Grantee shall pay an immediate termination fee equal to one (1) years’ Rent at the then-current rental amount. Otherwise, Grantee shall have no further obligations for the payment of Rent to Grantor.

(b) In addition to any other remedies available to it at law or in equity, a non-breaching Party may terminate this Agreement upon thirty (30) days’ written notice following a determination of a material breach which the other Party fails to cure within thirty (30) days after written notice by the non-breaching Party, or, if the failure cannot reasonably be remedied in such time, if the breaching Party does not commence a remedy within the allotted thirty (30) days and diligently pursues the cure to completion within ninety (90) days after the initial written notice.

(c) Following the Commencement Date, Grantor may terminate this Agreement immediately in the event of an emergency, or within thirty (30) days’ notice for reasons involving public health, safety, or welfare not constituting an emergency. In the event of any termination under this paragraph occurring in the first ten (10) years following the Commencement Date, Grantor shall reimburse previously prepaid Rent for the remainder of the then-current year on a pro rata basis, beginning as of the date that Grantee fully completes removal of its Facilities pursuant to Section 9, below.

(d) If Grantee's tenancy remains after the termination of this Agreement, the occupancy of the Premises after the termination shall be that of a tenancy at sufferance. Grantee's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Agreement and Grantee shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the then-annual Rent divided by twelve ("Holdover Rent"). Such Holdover Rent shall be payable in advance on or before the first (1st) day of each month. No holdover by Grantee or payment by Grantee after the termination of this Agreement shall be construed to extend the Term or shall be construed to waive any applicable terms of the Agreement or prevent Grantor from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Grantor is unable to deliver possession of the Premises to a new tenant, or perform improvements for a new tenant as a result of Grantee's holdover, Grantee shall be liable to Grantor for all damages. Nothing herein shall be construed as Grantor's consent to such holding over.

9. Facilities Removal.

(a) Upon termination of this Agreement, Grantee shall remove its Facilities, and all other personal property and restore the Premises to its original condition or better, reasonable wear and tear excepted. Grantor agrees and acknowledges that all of the equipment, conduits, and all other personal property of Grantee shall remain the personal property of Grantee, who shall have the right to remove the same at any time during the Term. If such time for removal causes Grantee to remain on the Premises after termination of this Agreement, Grantee shall pay Rent consistent with the requirements of Paragraph 8(e) above, until such time as the removal of the personal property is completed. If Grantee maintains Facilities on the Premises longer than one hundred twenty (120) days after the termination of this Agreement, Grantor may, at its sole option, remove Grantee's personal property and dispose of Grantee's equipment at Grantee's sole cost and expense.

(b) Grantee shall remove all Facilities to a depth of three (3) feet below grade unless the City and Grantee mutually agree, in each party's discretion, that any such improvements shall remain on the Site, in which event Grantee shall transfer, bequest, or devise its interest in the improvements to the City. Restoration of the Premises shall be to a condition that is equivalent to or better than the condition of the Premises prior to the installation, operation, or maintenance of the Facilities and to a condition satisfactory to Grantor.

10. Destruction or Condemnation. If the Premises or Grantee's Facilities are substantially damaged or destroyed by a third-party or event outside of Grantee's control, or condemned or transferred in lieu of condemnation, Grantee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation, or transfer in lieu of condemnation by giving notice to Grantor no more than thirty (30) days following the date of such substantial damage, destruction, condemnation, or transfer in lieu of condemnation. If Grantee chooses not to terminate this Agreement, Rent shall continue to be due to the City without reduction or proration. In any condemnation proceeding, each Party shall be entitled to make a claim against the condemning authority for just compensation. Sale of all or part of the Premises to a purchaser with the power

of eminent domain in the face of exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

11. Insurance.

(a) Grantee shall procure and maintain for so long as Grantee in any way occupies the Premises, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Grantee. Grantee shall require that every subcontractor maintain insurance commensurate with their scope of work. Grantee shall procure insurance from insurers with a current A.M. Best rating of not less than A:VII. Grantee shall provide a copy of a certificate of insurance and blanket additional insured endorsement to the Grantor for its inspection at the time of acceptance of this Agreement, and such insurance certificate shall evidence a policy of insurance that includes:

- i. Commercial General Liability insurance with limits not less than \$5,000,000 per occurrence for bodily injury and damage or destruction to property and \$10,000,000 general aggregate.
- ii. Commercial Auto Liability insurance on all owned, non-owned, and hired automobiles with a combined single limit of not less than two million (\$2,000,000) each accident.
- iii. Workers Compensation insurance, applicable to work performed in Washington State, providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.
- iv. Umbrella liability policy with limits of \$5,000,000 per occurrence and in the aggregate.
- v. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If the Contractors Pollution Liability insurance is written on a claims-made basis, the Grantee warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time this Agreement expires or is terminated. The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

(b) Payment of deductibles or self-insured retention shall be the sole responsibility of the Grantee. Grantee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section. Grantee's umbrella liability policy shall provide

“follow form” or at least as broad as required coverage over its required commercial general liability, automobile liability, and workers compensation/employer’s liability insurance policies.

(c) The required insurance policies, with the exception of Workers’ Compensation and Employer’s Liability obtained by Grantee shall include the Grantor, its officers, officials, employees, agents, and volunteers (“Additional Insureds”), as an additional insured with coverage at least as broad as Additional Insured Managers or Lessees of Premises ISO form CG 20 11 or equivalent. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer’s liability. Grantee shall provide to the Grantor upon mutual execution of this Agreement, a certificate of insurance and blanket additional insured endorsement. Receipt by the Grantor of any certificate showing less coverage than required under this Agreement is not a waiver of Grantee’s obligations to fulfill the requirements under this Section. Grantee’s required general and auto liability insurance shall be primary insurance with respect to the Grantor. Any insurance, self-insurance, or insurance pool covered maintained by the Grantor shall be in excess of Grantee’s required insurance and shall not contribute with it.

(d) Upon receipt of notice from its insurer(s), Grantee shall provide the Grantor with thirty (30) days’ prior written notice of cancellation of any insurance policy except for non-payment of premium, required pursuant to this Section 11. Grantee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 11. Failure to maintain insurance policies meeting the requirements of this Section 11 shall be a material breach of this Agreement.

(e) Grantee’s maintenance of insurance as required by this Section 11 shall not be construed to limit the liability of Grantee to only the coverage provided by such insurance, or otherwise limit the Grantor’s recourse to any remedy available at law or equity. Further, Grantee’s maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance under this Agreement by Grantee.

(f) Grantor may review all insurance limits once every calendar year during the duration of this Agreement and may make reasonable adjustments in the limits upon thirty (30) days’ prior written notice to Grantee. Grantee shall then issue a certificate of insurance to the Grantor showing compliance with these adjustments.

12. Indemnification.

(a) Grantee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, volunteers, and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Grantee, its agents,

servants, officers, or employees in relation to this Agreement and any rights granted within this Agreement, except to the extent attributable to the sole negligence or intentional misconduct of Grantor, its officers, officials, employees, agents, or contractors. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Grantee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

(b) Inspection or acceptance by the City of any work performed by Grantee shall not be grounds for avoidance by Grantee of any of its obligations under this Section 12, Indemnification.

(c) To the extent the provisions of RCW 4.24.115 are applicable, the Parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Grantee's waiver of immunity under Title 51 RCW. This waiver has been mutually negotiated by the Parties.

(d) Notwithstanding any other provisions of this Section 12, Indemnification, Grantee assumes the risk of damage to its Facilities located upon the Premises from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any negligence, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, elected or appointed officials, or contractors. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation: lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Agreement. Each Party releases and waives any and all such claims against the other Party, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

(e) The provisions of this Section 12, Indemnification, shall survive the expiration, revocation, or termination of this Agreement.

13. **Assignment**. Grantee may not assign, nor otherwise transfer, all or any part of its interest in this Agreement or in the Premises without the prior written consent of Grantor; provided, however, that Grantee may assign its interest to its parent company, any subsidiary, or affiliate, or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement. Grantor may assign this Agreement upon written notice to Grantee, subject to the assignee assuming all of Grantor's obligations herein. Notwithstanding anything to the contrary contained in this Agreement, Grantee may assign, mortgage, pledge, hypothecate, or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Grantee: (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes, or similar instruments, or (iii) has obligations under or with

respect to letters of credit, bankers acceptances, and similar facilities or in respect of guaranties thereof.

14. **Sublease.** Grantee shall not have the right to sublet or license all or any portion of Grantee's Facilities and the Premises, together with access and utilities thereto, without Grantor's prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Any subtenant shall comply with the terms and conditions of this Agreement pertaining to the subtenant's usage of the Premises, including but not limited to, sections 11 (Insurance) and 12 (Indemnification).

15. **Repairs.** Grantee shall not be required to make any repairs to the Premises or Site unless such repairs shall be necessitated by reason of the act, default, or neglect of Grantee.

16. **Hazardous Substances.**

(a) Grantee agrees that it will not, and will not permit any third party to use, generate, store, release, or dispose of any Hazardous Material (as defined below) in, on, under, about, or within the Premises in violation of any law or regulation. Grantor represents and agrees that Grantor will not, and will not permit any third party to use, generate, store, release, or dispose of any Hazardous Material in, on, under, about, or within the Site (including the soil, surface water, and groundwater thereunder) except in compliance with any applicable law or regulation.

(b) Grantee shall defend, indemnify, protect, and hold harmless Grantor and its employees, partners, affiliates, agents, contractors, directors, successors, representatives, and assigns from any against any and all losses, liabilities, damages, penalties, fines, claims, and/or costs (including reasonable attorneys' and consultants' fees and costs) of every type and nature arising out of or in connection with the generation, storage, release, or disposal of any Hazardous Materials by Grantee in, on under, about, or within the Premises in violation of any laws or regulations, except to the extent caused by Grantor or its employees, partners, affiliates, agents, contractors, directors, successors, representatives, or assigns in violation of applicable law.

(c) Grantee and its partners, affiliates, agents, and employees, contractors, directors, successors, representatives, or assigns shall store and handle all equipment and materials in a safe, careful, and workmanlike manner while on the Site. Grantee shall promptly remove from the Site and remediate in compliance with the law any discharge, leak emission, or release of Hazardous Materials from Grantee's activities, improvements, or other Grantee equipment. All costs and expenses associated in any way with a discharge, leak, emission, or release of Hazardous Material from Grantee's activities, other improvements, or other Grantee equipment shall be at the sole cost and expense of Grantee.

(d) As used herein, the term "Hazardous Material" means:

- i. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;

- ii. Any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and
- iii. Any “hazardous substance” as defined by Washington’s Model Toxics Control Act, Chapter 70.105D RCW, as amended from time to time, and regulations promulgated thereunder; and
- iv. Any substances, material, waste, or emission that has been found to be “hazardous,” “toxic,” “radioactive,” a “pollutant,” or a “contaminant” under applicable law relating to the regulation of pollution or protection of human health and the environment.

(e) The indemnifications of the Grantor and the Grantee in this Section shall survive the expiration or termination of this Agreement.

17. **Emergency Work.** In the event of any emergency in which any of Grantee’s Facilities in or on the Premises breaks, are damaged, or if Grantee’s construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety or any individual, Grantee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without having to first apply for any obtain permit or other authorizations as required by this Agreement. However, Grantee shall notify the Grantor of the need for such emergency work immediately upon learning of the emergency and further, Grantee shall obtain any Governmental Approvals necessary for this purpose after the emergency work within two (2) business days of commencing such work.

18. **Dangerous Conditions, Authority for Grantor to Abate.** Whenever construction, installation, or excavation of the Facilities authorized by this Agreement has caused or contributed to a condition that appears to substantially impair the lateral support of the Site, adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the Chief of Operations may direct Grantee, at Grantee’s own expense, to take action to protect the Site, public, adjacent public places, City-owned property, utilities, and public ways. Such action may include compliance within a reasonable prescribed time.

(a) In the event that Grantee fails or refuses to promptly take the actions directed by the Grantor or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the Grantor may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Grantee shall be liable to the Grantor for the costs thereof. When acting under this subsection, the City will take such necessary actions accompanied by a representative of the Grantee; however, notwithstanding the above, the City shall have no obligation to take actions accompanied by a representative of Grantee in the event of emergency conditions requiring emergency action. The provisions of this Paragraph shall survive the expiration, revocation, or termination by other means of this Agreement.

19. **Security Bond.** Upon execution of this Agreement, Grantee shall post a corporate performance bond in the amount of \$30,0000 (“Security Bond”), in a form reasonably acceptable to the City Attorney, to guarantee the full and complete performance of the requirements of this Agreement and to guarantee payment of any costs, expenses, damages, or losses the City pays or incurs, including civil penalties, because of any failure caused by the Grantee to comply with the requirement of this Agreement or any Governmental Approvals. Before any sums are withdrawn from the Security Bond, the City shall give written notice to Grantee (1) describing the default or failure to be remedied, or the damages, cost, or expenses that the City has incurred by reason of Grantee’s act or default; (2) providing a reasonable opportunity for Grantee to first remedy the existing or ongoing default or failure, if applicable; and (3) that Grantee will be given an opportunity to review the act, default, or failure described in the notice with the Chief of Operations or their designee. If a dispute arises under this provision, the Security Bond may not be used to pay the City’s attorneys’ fees unless and until the City is determined to be the prevailing party.

20. **Reimbursement of City Expenses.** Where the Grantor incurs costs and/or expenses for review, inspection, or supervision of activities taken through the authority granted in this Agreement or any ordinances relating to the subject for which a permit fee is not established, Grantee shall reimburse the Grantor directly for all incurred costs after receiving an invoice documenting such costs and expenses. Grantee shall reimburse Grantor for any and all actually incurred costs the Grantor incurs in response to any emergency regarding or related to Grantee’s facilities within thirty (30) days of City’s provision of receipts/invoice for such actually incurred costs to Grantor.

21. **Vacation.** If at any time the Grantor, by ordinance, vacates all or any portion of the Premises, the Grantor will not be liable for any damages or loss to the Grantee by reason of such vacation. The Grantor shall notify Franchisee in writing not less than sixty (60) days before vacating all or any portion of the Premises. The Grantor may, after thirty sixty (60) days written notice to Grantee, terminate this Agreement with respect to any such vacated area.

22. **Right-of-Way Maintenance/Construction.** Grantee acknowledges that the Premises and the Site are within public rights-of-way. Grantee understands and agrees that it shall fully cooperate with any traffic control plans associated with work performed in and/or adjacent to the Premises.

23. **Utility Locates.** Grantee shall, before commencing any construction on the Site, comply with all regulations of Chapter 19.122 RCW, the one call locator service.

24. **Miscellaneous.**

- (a) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations, and other agreements, written or otherwise, concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.

- (b) **Severability.** If a court of competent jurisdiction holds this Agreement to be illegal, invalid, or otherwise unenforceable, in whole or in part, the remaining terms, covenants, and provisions, shall remain in full force in effect to the fullest extent possible and will in no way be impaired, affected, or invalidated.
- (c) **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.
- (d) **Notices.** Any notice or demand required to be given herein shall be made by (i) certified or registered mail, return receipt requested, or (ii) reliable overnight courier to the address of the respective parties set forth below:

Grantor: City of Mercer Island
 9611 SE 36th Street
 Mercer Island, WA 98040
 Attn: City Manager, Chief of Operations, City Attorney

Grantee:

For Notices or Demands Required By This Agreement:

To Grantee's Lease Administration Department by e-mail at NoticeIntake@att.com; and to Grantee's Law Department at:

New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations
 Re: Cell Site SD20 (WA)
 Fixed Asset #: 10092517
 208 S. Akard Street
 Dallas, TX 75202-4206

All Other Notices: To Grantee's Lease Administration Department by e-mail at NoticeIntake@att.com with the FA# (10092517), Cell Site # (SD20), and Cell Site Name (Mercer Crest) in the e-mail subject line.

Grantee and Grantor may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) **Applicable Law/Venue.** This Agreement shall be governed by the laws of the State of Washington. The venue and jurisdiction over any dispute related to this Agreement shall be with the King County Superior Court.

(f) **Compliance with all Applicable Laws.** Grantee agrees to comply with all laws, ordinances, rules, and regulations of the public authorities with jurisdiction in performing any and all work upon the Facility.

(g) **Non-Release of Obligations Upon Termination.** No termination, forfeiture, or cancellation of this Agreement shall release Grantee from any liability or obligation with respect to any matter occurring prior to such termination, default, or cancellation, nor shall termination, default, or cancellation release Grantee from its obligation and liability as described in Paragraph 9, Removal, herein to remove its Facilities and restore the Premises to its original condition or better.

(h) **Exhibits Incorporated.** All riders and exhibits annexed hereto form material parts of this Agreement.

(i) **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original.

(j) **Nonwaiver.** The Failure of Grantor to insist upon strict performance of any of the covenants or agreements within this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement, or option, or any other covenant agreement or option.

(k) **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

(l) **Attorneys' Fees.** If a suit or other action is instituted in connection with any controversy arising out of this Agreement, the prevailing party ("Prevailing Party") shall be entitled to recover its costs and expenses including attorneys' fees, in such sum as set by the Court, including fees upon appeal of any judgment or ruling.

(m) **Survival.** The following paragraphs shall survive termination or expiration of this Agreement: 8(e), Termination, 9, Facilities Removal, 12, Indemnification, 16, Hazardous Materials, 17, Emergency Work, 18, Dangerous Conditions, Authority for Grantor to Abate, 21, Applicable Law/Venue. Further, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first above written.

GRANTEE

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

GRANTOR

CITY OF MERCER ISLAND

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Andrea Larson, City Clerk

APPROVED AS TO FORM:

Bio Park, City Attorney

Exhibit A- Legal Description

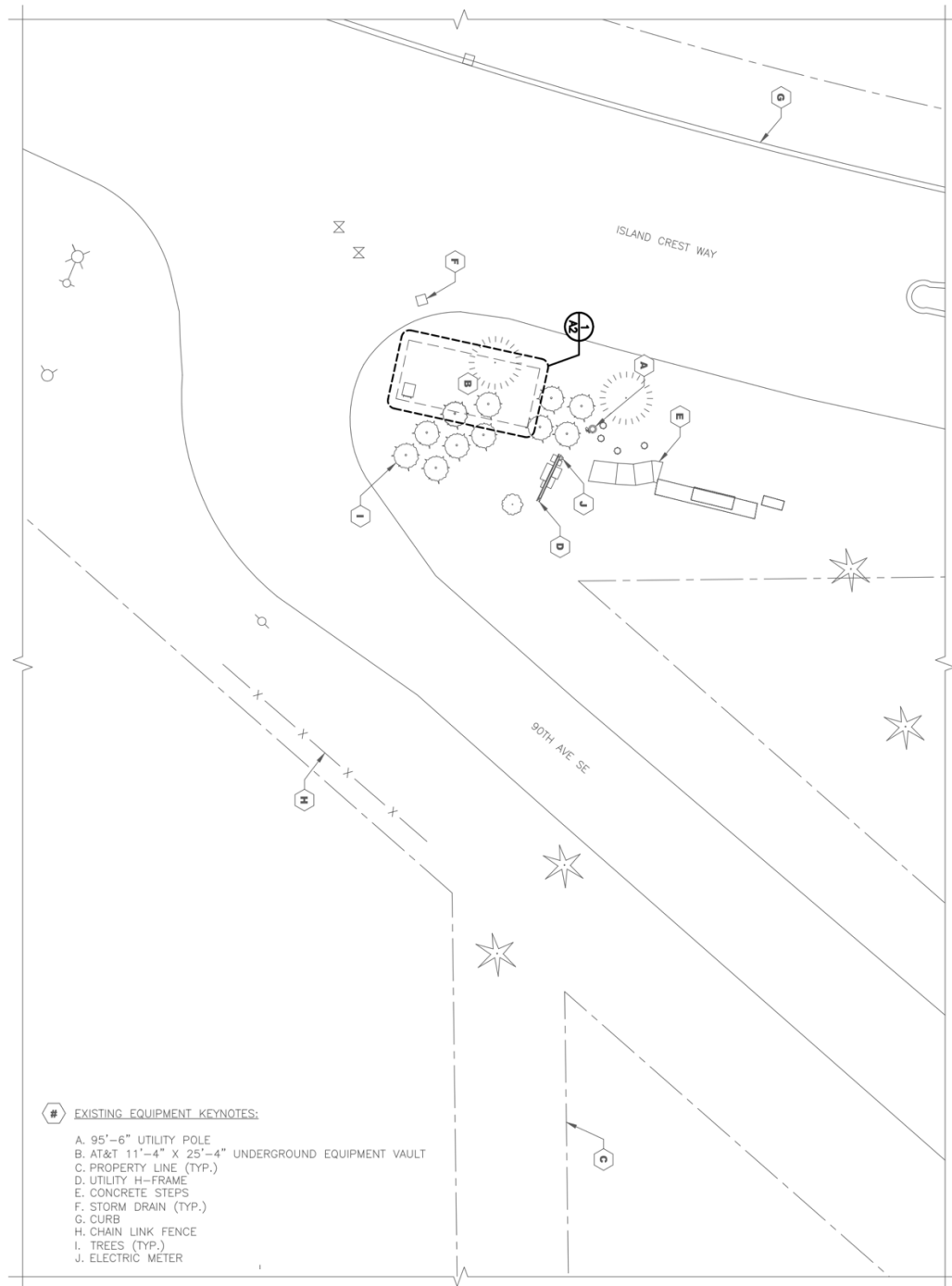
Being a portion of public right of way on the east side of Island Crest Way right-of-way, northwest of the intersection with 90th Ave SE and west of Block 7 of the Lindley Addition, as recorded in Volume 3, Pg. 103 in the NE quarter of the NW quarter of Section 19 Township 24 North, Range 5 East, W.M., described as follows:

1-19 & 7 Lindley add to Seattle lots 1 thru 19 and lots 25 thru 48 LY NLY & NWLY of County Road less POR for St- TGWPOR S ½ of SE 50th St (Ellis Ave) per SUP CT ORD #93-2-306229

An area, approximately 400 square feet, adjacent to and running parallel with the western most property line of King County Parcel 435130-0740, addressed as 5017 90th Ave SE, Mercer Island, King County, Washington.

Exhibit B – Description of Premises

The location of the Premises within the Site is more particularly depicted in the drawings below:





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6739
July 15, 2025
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6739: Approval of Letter of Appreciation to 41 st Legislative District Delegation for Support of State Funding for Mercer Island Water Supply Pipeline	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Authorize the Mayor to sign a letter of appreciation to 41 st Legislative District Delegation for support of state funding for Mercer Island Water Supply Pipeline.	

DEPARTMENT:	City Council
STAFF:	Salim Nice, Mayor Jessi Bon, City Manager Robbie Cunningham Adams, Senior Management Analyst
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Letter of Appreciation to Senator Wellman 2. Letter of Appreciation to Representative Zahn 3. Letter of Appreciation to Representative Thai
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 authorize the Mayor to sign letters of appreciation recognizing the 41st Legislative District Delegation for supporting the state funding request for the new Mercer Island Water Supply Pipeline. The adopted state capital budget ([SB 5195](#)) includes \$1.2 million for the 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.

BACKGROUND

April 2024 Event

On April 3, 2024, the City learned that the Seattle Public Utilities (SPU) 24-inch water supply line to Mercer Island was leaking in the steep sloped area in the SE 40th Street public right-of-way, just north of where Mercerwood Drive meets SE 40th Street. Consequently, SPU crews significantly reduced and then shut off flow to the line, eliminating its use as the primary water supply line. Mercer Island received water through a

smaller backup pipeline beginning April 4, 2024, and implemented emergency conservation actions due to the constrained water supply.

SPU and its specialty contractor, in coordination and collaboration with the City, completed emergency repairs and testing, which restored flow through the SPU water supply line on August 1, 2024. The repaired section was slip-lined with approximately 1,300 feet of structural liner, reducing its diameter from 24-inches to 17.4-inches. This loss of carrying capacity was analyzed to determine the impact on the City's water supply and was deemed acceptable.

With the repair complete, the City Manager issued [Proclamation No. 344](#) ending the state of local emergencies related to the SPU water supply line leaks declared in [Proclamation No. 327](#) and [Proclamation No. 329](#).

New Water Supply Line Project

Given the overwhelming cost responsibility held by the City, and the importance of this water supply line, the City began exploring options to replace this segment of the SPU line with a stronger, earthquake resistant supply line in an alternative alignment. The City Council authorized staff to include design and construction of the new water supply line in the 2025-2030 Capital Improvement Plan ([AB 6530](#)).

The new City water supply line will improve water system resiliency through the replacement of 3,500 feet of concrete cylinder pipe with 4,800 feet of earthquake resistant ductile iron pipe in a new alignment. The scope includes several water infrastructure improvements, as well as roadway and pedestrian enhancements to improve efficiency, scheduling, and reduce overall construction impacts.

The estimated planning level cost for this replacement, together with the other related improvements, is approximately \$19 million. Design and permitting is anticipated to be completed this year, with construction scheduled to begin in late 2025 or early 2026.

2025 State Legislative Session

The 2025 Washington State legislative session began on Monday, Jan. 13, 2025, and ended on Sunday, April 27, 2025. On Nov. 19, 2024, the City Council adopted the City's legislative priorities for the 2025 Legislative Session ([AB 6557](#)). The City's only funding request was for the State to support the emergency replacement of the City's sole water source through a new water supply line. Council Leadership and staff, with the assistance of the offices of Senator Wellman and Representative Zahn, applied to the state capital budget for state funding.

ISSUE/DISCUSSION

The adopted state capital budget ([SB 5195](#)) includes \$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.

Included as exhibits to this agenda bill are letters for City Council approval and signature by the Mayor, thanking the members of the 41st legislative district, Senator Wellman (Exhibit 1), Representative Zahn (Exhibit 2), and Representative Thai (Exhibit 3), for supporting this funding request.

NEXT STEPS

Following City Council authorization, the Mayor will sign the letters, and with the assistance of staff will deliver the letters to the 41st Legislative District Delegation.

RECOMMENDED ACTION

Authorize the Mayor to sign the letters of appreciation for the 41st Legislative District Delegation acknowledging their support of the funding request for the new Mercer Island Water Supply Pipeline.



7/15/2025

Senator Lisa Wellman
218 John A. Cherberg Building
PO Box 40441
Olympia, WA 98504

Dear Senator Lisa Wellman:

On behalf of the City of Mercer Island City Council, I would like to extend our deepest appreciation and gratitude for your appropriation request and vote in support of the \$1.2 million dollars in state grant funding for the new Mercer Island Water Supply Pipeline Project in Washington State's Capital Budget.

This grant will be used to fund a portion of the construction of a critical infrastructure project that will ensure the ongoing supply of safe and reliable drinking water for Mercer Island residents well into the future. The new water supply line will substantially improve the water system's resiliency by being much stronger and more resistant to earthquakes. Additionally, the grant is expected to reduce the financial impact to the City's water fund and ratepayers on Mercer Island.

The project scope includes several water infrastructure improvements, as well as roadway and pedestrian enhancements to improve efficiency and scheduling and reduce overall construction impacts.

Thank you for your crucial work in securing this significant investment in our community and for your ongoing partnership in promoting the safety and wellbeing of Islanders.

Sincerely,

Salim Nice
Mayor



7/15/2025

Representative Janice Zahn
419 John L. O'Brien Building
PO Box 40600
Olympia, WA 98504

Dear Representative Janice Zahn:

On behalf of the City of Mercer Island City Council, I would like to extend our deepest appreciation and gratitude for your appropriation request and vote in support of the \$1.2 million dollars in state grant funding for the new Mercer Island Water Supply Pipeline Project in Washington State's Capital Budget.

This grant will be used to fund a portion of the construction of a critical infrastructure project that will ensure the ongoing supply of safe and reliable drinking water for Mercer Island residents well into the future. The new water supply line will substantially improve the water system's resiliency by being much stronger and more resistant to earthquakes. Additionally, the grant is expected to reduce the financial impact to the City's water fund and ratepayers on Mercer Island.

The project scope includes several water infrastructure improvements, as well as roadway and pedestrian enhancements to improve efficiency and scheduling and reduce overall construction impacts.

Thank you for your crucial work in securing this significant investment in our community and for your ongoing partnership in promoting the safety and wellbeing of Islanders.

Sincerely,

Salim Nice
Mayor



7/15/2025

Representative My-Linh Thai
421 John L. O'Brien Building
PO Box 40600
Olympia, WA 98504

Dear Representative My-Linh Thai:

On behalf of the City of Mercer Island City Council, I would like to extend our deepest appreciation and gratitude for your vote in support of the \$1.2 million dollars in state grant funding for the new Mercer Island Water Supply Pipeline Project in Washington State's Capital Budget.

This grant will be used to fund a portion of the construction of a critical infrastructure project that will ensure the ongoing supply of safe and reliable drinking water for Mercer Island residents well into the future. The new water supply line will substantially improve the water system's resiliency by being much stronger and more resistant to earthquakes. Additionally, the grant is expected to reduce the financial impact to the City's water fund and ratepayers on Mercer Island.

The project scope includes several water infrastructure improvements, as well as roadway and pedestrian enhancements to improve efficiency and scheduling and reduce overall construction impacts.

Thank you for your crucial work in securing this significant investment in our community and for your ongoing partnership in promoting the safety and wellbeing of Islanders.

Sincerely,

Salim Nice
Mayor



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6732
July 15, 2025
Public Hearing

AGENDA BILL INFORMATION

TITLE:	AB 6732: Public Hearing on Interim Regulations in MICC 19.16.010 Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing (First Reading, Ordinance No. 25-15)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Hold public hearing and schedule Ordinance No. 25-15 for second reading on September 2, 2025.	

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. Ordinance No. 25-15
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 hold a public hearing on the renewal of interim regulations previously adopted to amend standards in Mercer Island City Code (MICC) [19.16.010](#) related to emergency shelters and housing, transitional housing, and permanent supportive housing in response to HB 1220.

- During the 2021 state legislative session, the legislature passed [HB 1220](#), requiring amendment of MICC Title 19. The timeline imposed by this legislation required the City to comply with the new requirements by September 30, 2021.
- On September 21, 2021, the City Council adopted [Ordinance No. 21C-23](#) which established interim regulations for special needs group housing and social service transitional housing to comply with HB 1220.
- The interim regulations have been renewed several times by Ordinance Nos. 22C-14, 23C-02, and 23C-11.
- On April 2, 2024, the interim regulations were reinstated for one year by [Ordinance No. 24C-03](#). This ordinance became effective on April 2, 2024.
- The reinstated interim regulations were renewed again on March 18, 2025 for six months by [Ordinance No. 25C-05](#).
- The current interim regulations will expire on October 2, 2025. The City must renew the interim regulations to remain in compliance with state law.

- Ordinance No. 25-15 would renew the interim regulations established by Ordinance No. 24C-03 for six months; maintaining compliance with state law (Exhibit 1).

BACKGROUND

HB 1220: Emergency Shelters and Housing

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

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

Additionally, the Washington State Department of Commerce (Commerce) published guidance on what they refer to as [STEP Housing](#) in 2024. STEP Housing includes emergency shelter, transitional housing, emergency housing and permanent supportive housing. This guidance is intended to assist local jurisdictions in complying with the requirements of HB 1220 and related state and federal laws.

The City's development code currently includes some spacing restrictions in [MICC 19.06.080 – Siting of group housing](#); staff recommends retaining these restrictions for now and will further evaluate them for compliance with HB 1220 and the new Commerce guidance when developing a permanent code amendment.

Projected Housing Need

In 2024, the City adopted an updated Comprehensive Plan, which included projected housing needs for emergency housing and permanent supportive housing ([Ordinance No. 24C-16](#)). As the City develops permanent regulations for special needs group housing and social service transitional housing, the permanent regulations will be analyzed to ensure that the proposed regulations provide adequate development capacity for the projected housing need and that they are consistent with WA Department of Commerce guidance.

ISSUE/DISCUSSION

Interim regulations were adopted in 2021 to comply with the emergency and permanent supportive housing provisions in HB 1220. The interim regulations were subsequently renewed for three successive 6-month periods thereafter. On April 2, 2024, the interim regulations were reinstated for one year by [Ordinance No. 24C-03](#). These reinstated interim regulations were renewed for six months on March 18, 2025 by [Ordinance No. 25C-05](#). These interim regulations will expire on October 2, 2025 unless renewed.

Ordinance No. 25-15 would renew the interim regulations established by Ordinance No. 24C-03 and maintain compliance with the state law. Renewing the interim regulations would provide the City time to develop permanent regulations. A process to develop permanent regulations to replace the interim regulations is expected to begin before the end of 2025, with adoption anticipated in 2026.

Ordinance No. 25-15

HB 1220 Section 4 requires the City to allow (1) transitional housing and permanent supportive housing in any zones in which residential dwelling units or hotels are allowed, and (2) indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.

The City currently allows social service transitional housing and special needs group housing as defined in [MICC 19.16.010](#) in residential zones. The definitions for these uses include many uses similar to those required by HB 1220 Section 4 and only require minor clarifying amendments to be consistent (Exhibit 1). Ordinance No. 25-15 would amend the definitions for social service transitional housing and special needs group housing as follows:

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

Special Needs Group Housing: Noninstitutional group housing that primarily supports unrelated persons with handicaps or persons protected by familial status within the meaning of the FHAA, but not including individuals whose tenancy would constitute a direct threat to the health and safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. Special needs group housing includes, but is not limited to, foster family homes, adult family homes and residential care facilities as provided in Chapter 70.128 RCW, but excludes facilities ~~that typically cannot be accommodated in a single-family residential structure~~ such as hospitals, nursing homes, assisted living facilities and detention centers. Further, the term shall include “permanent supportive housing” as defined in RCW 36.70A.030 or as hereafter amended.

NEXT STEPS

After the interim regulations are renewed, staff will prepare permanent code amendments to comply with HB 1220 for City Council consideration.

RECOMMENDED ACTION

Hold public hearing and schedule Ordinance No. 25-15 for second reading on September 2, 2025.

**CITY OF MERCER ISLAND
ORDINANCE NO. 25-15**

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, RENEWING INTERIM REGULATIONS ON DEFINITIONS RELATING TO EMERGENCY SHELTERS AND HOUSING, TRANSITIONAL HOUSING, AND PERMANENT SUPPORTIVE HOUSING ADOPTED BY ORDINANCE 24C-03; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

WHEREAS, the City Council has adopted ordinance 22C-14 on September 21 2022, Ordinance 23C-02 on March 21, 2023, and Ordinance 23C-11 on September 5, 2023 to renew the interim regulations established by Ordinance 21C-23 for additional six-month periods; and

WHEREAS, the City Council adopted Ordinance 24C-03 on April 2, 2024, reinstating the lapsed interim regulations established by Ordinance 21C-23 for one year; and

WHEREAS, the City Council adopted Ordinance 25C-05 on March 18, 2025, renewing the reinstated interim regulations established by 24C-03 for six months; and

WHEREAS, the City is authorized under RCW 35A.63.220 and 36.70A.390 to renew interim zoning and official controls for an additional six-month period, provided a public hearing is held prior to renewal; and

WHEREAS, the adoption of permanent regulations is expected by the end of 2025; and

WHEREAS, the City Council held a public hearing on July 15, 2025; 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 HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings. The findings adopted for Ordinances No. 21C-23, 22C-14, 23C-02, 23C-11, 24C-03, 25C-05 and the “Whereas Clauses” set forth in the recitals of this ordinance are hereby adopted as the findings of fact of the City Council for passing this ordinance.

Section 2. Renewed. The interim regulations adopted by Ordinance 24C-03, and renewed by 25C-05, are renewed again.

Section 3. Duration of Interim Zoning and Official Controls. The interim zoning and official controls renewed by this ordinance shall be effective for a period of six months, unless repealed, extended, or modified by the City Council.

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, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance or the amended code section.

Section 5. Effective Date. This ordinance shall take effect and be in force on October 2, 2025, provided 5 days have passed since its passage and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON SEPTEMBER 2, 2025.

CITY OF MERCER ISLAND

Salim Nice, Mayor

Approved as to Form:

ATTEST:

Bio Park, City Attorney

Andrea Larson, City Clerk

Date of Publication:



AB 6732: Public Hearing on Renewal of Interim Regulations Related to Emergency Shelters, Transitional Housing, and Permanent Supporting Housing

City Council Regular Meeting
July 15, 2025
Molly McGuire, Senior Planner
Community Planning & Development



Background

- 2021 – State legislature passed HB 1220, requiring amendments to MICC Title 19 by September 30, 2021 (Ord. 21C-23)
- 2022-2023 – Interim regulations renewed three times
- 2024 – Interim regulations reinstated for one year (Ord. 24C-03)
- March 18, 2025 – Interim regulations renewed for an additional 6-months (Ord. 25C-05)
 - Interim regulations will expire on October 2, 2025 if not renewed

HB1220: Emergency Shelters and Housing

- Transitional or permanent supportive housing and indoor emergency shelters and housing in residential zones and zones where hotels are allowed
- Regulations regarding occupancy, spacing, and intensity must be reasonable

STEP Housing Guidance

- Published by Commerce in 2024
- Restrictions will be further evaluated for compliance with HB 1220 and Commerce Guidance when developing permanent regulations

Ordinance No. 25-15

- Renews the interim regulations established by Ordinance No. 24C-03 with no changes
 - Amended MICC 19.16.010, definitions of social service transitional housing and special needs group housing to comply with HB 1220 Section 4
- Permanent regulations are expected to be adopted by the end of 2025.

Recommended Action

- Hold public hearing and schedule Ordinance No. 25-15 for second reading on September 2, 2025



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6738
July 15, 2025
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6738: Budget Appropriation for the Acquisition of Real Property by Eminent Domain and First Reading of Ordinance No. 25-21	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Conduct first reading of Ordinance No. 25-21 to issue limited tax general obligation debt and appropriate budget resources for the acquisition of real property by eminent domain.	

DEPARTMENT:	City Council
STAFF:	Matthew Mornick, Finance Director
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 25-21
CITY COUNCIL PRIORITY:	3. Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks.

AMOUNT OF EXPENDITURE	\$ 9,080,000
AMOUNT BUDGETED	\$ 0
APPROPRIATION REQUIRED	\$ 9,080,000

EXECUTIVE SUMMARY

The purpose of this agenda item is for the City Council to appropriate budget resources for the acquisition of the building at 9655 SE 36th Street ("9655 Building") by eminent domain.

- At the June 17, 2025 City Council meeting, the Council authorized the City Manager to execute an agreement to acquire the 9655 Building by eminent domain for the purchase and sale price of \$9,060,000 ([AB 6714](#)).
- On July 1, the City Council adopted on first reading Ordinance No. 25-20 condemning the 9655 Building and authorizing an easement over the remainder of the parcel for ingress and egress ([AB 6726](#)). Ordinance No. 25-20 authorized the City Attorney to file and initiate a petition for condemnation with King County Superior Court to effectuate the City's exercise of eminent domain to acquire the 9655 Building by condemnation using cash-on-hand resources.
- The property acquisition will be paid for with unassigned fund balance from the Municipal Facility Replacement Fund, General Fund, and other available capital resources. As part of the condemnation process, money will be deposited into an escrow account.
- Staff recommends an additional \$20,000 appropriation for estimated closing costs related to the 9655 Building acquisition.

- Ordinance No. 25-21 authorizes staff to finance \$1.5 million of the purchase price with a private placement (Exhibit 1). A not to exceed amount of \$1.6 million is included in the Ordinance, accounting for the cost of issuing general obligation debt.
- The 9655 Building will eventually serve as the permanent location for the Community Planning and Development Department, the Public Works Administration, Capital Projects and Engineering teams, and the Youth and Family Services Department.

BACKGROUND

At the June 17, 2025 City Council meeting, the Council authorized the City Manager to execute an agreement to acquire the 9655 Building by eminent domain for the purchase and sale price of \$9,060,000 ([AB 6714](#)). The agreement set forth the terms reached by the City and EPE 2, LLC ("Seller"), which include a purchase price of \$9,060,000. It described the process and timing for the condemnation of the 9655 Building. Other transactional terms, such as exchange of mutual access easements and waiver of notice of condemnation, were also included.

On July 1, 2025, the City Council adopted on first reading Ordinance No. 25-20 and declared the City needed to condemn and take the 9655 Building for use as office space for the City as well as authorizing an easement over the remainder of the parcel for ingress and egress ([AB 6726](#)). Once effective, the City Attorney was authorized to begin the prosecuting proceedings prescribed by law that are necessary to condemn, acquire, take, and appropriate the 9655 Building.

A Petition for condemnation will be filed in King County Superior Court on or about July 16, 2025 for the just compensation and takings of the 9655 Building by the City. Staff anticipate the acquisition and condemnation will be completed by August 2025. Staff recommends an additional \$20,000 appropriation for estimated closing costs related to the 9655 Building acquisition.

The City anticipates taking possession of the building in Fall 2025, after the current tenant moves out. Some repairs and upgrades are needed before staff can relocate, including security improvements, HVAC updates, roof repair, and new carpeting. The 9655 Building will eventually house the Community Planning and Development Department, the Public Works Administration, Capital Projects and Engineering teams, as well as the Youth and Family Services Department.

Acquisition of the 9655 Building will be funded through 2024 year-end savings from the City's General Fund, resources set aside for long-term facility needs, and available capital resources. The City intends to finance a portion of the building's acquisition with outside financing as outlined in Ordinance No. 25-21 (Exhibit 1).

ISSUE/DISCUSSION

Resources on hand to acquire the 9655 Building are outlined in Figure 1.

Figure 1	
Available Unassigned Fund Balance	Amount
General Fund	\$ 3,302,358
Municipal Facility Replacement Fund	3,362,808
Capital Improvement Fund	1,670,752
Town Center Parking Facilities Fund	744,082
TOTAL	\$ 9,080,000

At the end of 2024, the General Fund generated a one-time revenue surplus due to better than anticipated revenues related to interest earnings and sales tax, among others, along with additional year end savings. The Municipal Facility Replacement Fund was established by the City Council in 2023 following City Hall's closure with the intent to set aside resources for future facility needs. As of July 2025, the Council has set aside \$3.36 million of primarily year-end surplus resources resulting from interest earnings.

The Capital Improvement and Town Center Parking Facilities Funds include financial resources for the acquisition or construction of capital facilities. Acquisition of the 9655 Building qualifies as an eligible use of the available unassigned resources in both these Funds.

Ordinance No. 25-21 authorizes the City Manager and Finance Director to issue \$1,600,000 of one or more series of limited tax general obligation bonds to finance and/or reimburse costs related to the acquisition of and improvements to the 9655 Building and to pay the cost of issuing the bonds. Exhibit 1 limits the term to a maximum of 20 years and the true interest cost to no more than 6.25%. Proceeds remaining after the cost of issuance will be committed to the 9655 Building. After the effective date of this ordinance, staff would have one year to issue the limited tax general obligation bonds.

NEXT STEPS

The condemnation process is currently underway. With City Council approval, staff will move authorized budget resources for the \$20,000 in estimated closing costs and the \$9.06 million purchase price into the Municipal Facility Replacement Fund before being transferred into an escrow account as part of the condemnation proceedings.

Staff anticipate the property acquisition and condemnation will be completed by August 2025. Later this year staff will undergo a competitive private placement to finance \$1.5 million of the \$9.06 million to help fund a portion of the 9655 Building acquisition.

RECOMMENDED ACTION

1. Schedule Ordinance No. 25-21 for second reading and adoption at the September 2, 2025 City Council meeting.
2. Appropriate the following available budget resources to the Municipal Facility Replacement Fund for the acquisition of real property by eminent domain:
 - a. \$3,302,358 from the General Fund Unassigned Fund Balance.
 - b. \$1,670,752 from the Capital Improvement Fund Unassigned Fund Balance.
 - c. \$744,082 from the Town Center Parking Facilities Fund.

CITY OF MERCER ISLAND, WASHINGTON

ORDINANCE NO. 25-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF LIMITED TAX GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,600,000 TO FINANCE AND/OR REIMBURSE COSTS RELATED TO THE ACQUISITION OF AND IMPROVEMENTS TO CITY FACILITIES AND TO PAY THE COST OF ISSUING THE BONDS; PROVIDING THE FORM, TERMS AND COVENANTS OF THE BONDS; DELEGATING THE AUTHORITY TO APPROVE THE SALE OF THE BONDS; PROVIDING FOR OTHER MATTERS RELATING THERETO; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council (the “Council”) of the City of Mercer Island, Washington (the “City”) has deemed it in the best interest of the City to acquire and improve the building at 9655 SE 36th Street, Mercer Island, Washington, including land, to be used for City purposes (the “Project”); and

WHEREAS, after due consideration, the Council has determined it is in the best interest of the City to authorize the issuance of one or more series of limited tax general obligation bonds in the aggregate principal amount of not to exceed \$1,600,000, to pay and/or reimburse the City for all or a portion of the costs of the Project and to pay costs of issuance for the bonds; and

WHEREAS, the City intends to issue a request for proposals from various financial institutions to purchase the bonds authorized herein; and

WHEREAS, the Council wishes to delegate authority to the City Manager and the Finance Director (each, a “Designated Representative”), for a limited time, to select the proposal that is in the best interest of the City and to approve the interest rates and the terms of the bonds within the parameters set by this ordinance; and

WHEREAS, the Council now wishes to authorize the issuance of the bonds and sale of the bonds to the successful respondent(s) subject to the terms and conditions set forth in this ordinance;

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

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings:

Bond Counsel means Pacifica Law Group LLP, Seattle, Washington, or an attorney at law or a firm of attorneys, which is admitted to practice law before the highest court of any state in the United States of America or the District of Columbia and nationally recognized and experienced in legal work relating to the issuance of tax-exempt bonds who is or are selected by the City.

Bond Purchase Contract means one or more commitments, bond purchase contracts, loan agreements, forward delivery agreements, or other contracts between the City and one or more Purchasers approved by a Designated Representative pursuant to this ordinance.

Bond Register means the registration records for the Bonds maintained by the Bond Registrar.

Bond Registrar means the City Finance Director or, at the option of the City, the fiscal agent for municipal bonds issued in the State, currently U.S. Bank Trust Company, National Association.

Bonds means the limited tax general obligation bonds of the City, authorized to be issued in one or more series from time to time under this ordinance.

City means the City of Mercer Island, Washington, a municipal corporation duly organized and existing under the laws of the State of Washington.

City Attorney means the duly appointed and acting City Attorney, including anyone acting in such capacity for the position, or the successor to the duties of that office.

City Clerk means the duly appointed and acting City Clerk of the City or the successor to the duties of that office.

City Manager means the duly appointed and acting City Manager, including anyone acting in such capacity for the position, or the successor to the duties of that office.

Code means the Internal Revenue Code of 1986 as in effect on the date of issuance of any Tax-Exempt Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of any Tax-Exempt Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Commission means the United States Securities and Exchange Commission.

Council or City Council means the Mercer Island City Council, as the general legislative body of the City as the same is duly and regularly constituted from time to time.

Debt Service Fund means the funds or accounts created pursuant to this ordinance for the purpose of paying debt service on each series of Bonds.

Designated Representative means the City Manager and the Finance Director, or such individual's designee. The signature of one Designated Representative shall be sufficient to bind the City.

Fair Market Value means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction, except for specified investments as described in Treasury Regulation § 1.148-5(d)(6), including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term "investment" shall include a hedge.

Federal Tax Certificate means the certificate executed by the City setting forth the requirements of the Code for maintaining the tax exemption of interest on the Tax-Exempt Bonds, and attachments thereto.

Finance Director means the duly appointed and acting Finance Director of the City or the successor to such officer.

Interest Rate means the fixed or variable rate of interest for each series of Bonds as approved by a Designated Representative and set forth in the applicable Bond and in the Bond Purchase Contract.

Maturity Date means the date of final maturity for a series of Bonds, as set forth therein.

Mayor or City Mayor means the elected Mayor of the City, or the successor to the duties of that office.

Project means the capital project described in Section 2 of this ordinance.

Project Fund means the account created pursuant to Section 7 of this ordinance.

Purchaser means any bank or other financial institution selected to purchase one or more series of Bonds (or to accept delivery of one or more Bonds to evidence the City's obligations under a Bond Purchase Contract), as selected by a Designated Representative.

Registered Owner means the person whose name the Bonds are registered to on the Bond Register.

Rule means the Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

State means the State of Washington.

Taxable Bonds mean any Bonds of a series determined to be issued on a taxable basis pursuant to this ordinance.

Tax-Exempt Bonds mean any Bonds of a series determined to be issued on a tax-exempt basis under the Code pursuant to this ordinance.

Section 2. Authorization of the Project; Findings; Authorization of the Bonds.

(a) *Authorization of the Project.* The Bonds is being issued to finance and/or reimburse the City for costs of acquiring, improving, developing, and equipping the building at 9655 SE 36th Street, Mercer Island, Washington (the “Project”) and paying costs of issuance for the Bonds. The cost of all necessary and other costs incurred in connection with the Project shall be paid from other City funds legally available for such purposes.

(b) *Authorization of Bonds.* For the purpose of paying and/or reimbursing the City for costs of the Project and paying costs of issuance, the City is hereby authorized to issue and sell one or more series of limited tax general obligation bonds in the aggregate principal amount not to exceed \$1,600,000 (the “Bonds”). The Bonds authorized herein may be issued from time to time, on a single date or on multiple dates, in one or more series, as Tax-Exempt or Taxable Bonds, pursuant to the authorization set forth in this ordinance, subject to the conditions set forth in Section 10 hereof.

The Bonds shall be general obligations of the City and shall be designated “City of Mercer Island, Washington, Limited Tax General Obligation Bonds, 2025” or other such designation as set forth in the Bonds and approved by a Designated Representative. Each Bond shall be dated as of its date of delivery to the applicable Purchaser, shall be fully registered as to both principal and interest, shall be in one denomination, and shall mature on the applicable Maturity Date. Each Bond shall bear interest from its dated date or the most recent date to which interest has been paid at the applicable Interest Rate. The Interest Rate on a series of Bonds may be fixed or variable, as set forth in the applicable Bond Purchase Contract. Interest on the principal amount of the Bonds shall be calculated per annum on a 30/360 basis, or as otherwise provided in the Bonds and in the Bond Purchase Contract. Principal of and interest on each Bond shall be payable at the times and in the amounts as set forth in the applicable Bond Purchase Contract and in the payment schedule attached to such Bond.

Section 3. Registration, Exchange and Payments.

(a) *Registrar/Bond Registrar.* The Finance Director or the fiscal agent of the State shall act as Bond Registrar for the Bonds. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bonds if transferred or exchanged in accordance with the provisions of the Bonds and this ordinance and to carry out all of the Bond Registrar’s powers and duties under this ordinance.

(b) *Registered Ownership.* The City and the Bond Registrar may deem and treat the Registered Owner of the Bonds as the absolute owner for all purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of the Bonds shall be made only as described in subsection (d) below. All such payments made as described in

subsection (d) below shall be valid and shall satisfy the liability of the City upon the Bonds to the extent of the amount so paid.

(c) *Transfer or Exchange of Registered Ownership.* The Bonds shall not be transferrable without the consent of the City except as provided in the Bonds and/or the Bond Purchase Contract.

(d) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Principal and interest on the Bonds shall be payable by check, warrant, ACH transfer or by other means mutually acceptable to the Purchaser and the City. Upon final payment of principal and interest of the Bonds, the Registered Owner shall surrender the Bonds for cancellation at the office of the Bond Registrar in accordance with this ordinance.

(e) *Additional Provisions.* The Bonds will not be registered with The Depository Trust Company, New York, New York, or any other securities depository. No official statement, prospectus, offering circular or other offering statement containing material information with respect to the City or the Bonds will be provided in connection with the issuance of the Bonds, the Bonds will be unrated, and the Bonds will not be assigned a CUSIP number.

Section 4. Right of Prepayment. The City may prepay the Bonds as set forth in the applicable Bond Purchase Contract. If any Bond is prepaid in full, interest shall cease to accrue on the date such prepayment occurs.

Section 5. Form of Bonds. The Bonds shall be in substantially the form set forth in Exhibit A, which is incorporated herein by this reference.

Section 6. Execution of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor, and shall be attested by the manual or facsimile signature of the Clerk. Only such Bonds as shall bear thereon a Certificate of Authentication in the form set forth in Exhibit A, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this ordinance.

In case either of the officers who shall have executed any Bond shall cease to be an officer or officers of the City before such Bond so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons who at the date of the actual execution of such Bond, are the proper officers of the City, although at the original date of such Bond any such person shall not have been such officer of the City.

Section 7. Application of Bond Proceeds. Net proceeds of the Bonds shall be deposited in the Project Fund which is hereby authorized to be created, and used to pay and/or reimburse the City for costs of the Project and payment of costs of issuance for the Bonds as set forth in the closing memorandum for the Bonds.

The Finance Director shall invest money in the Project Fund in such obligations as may now or hereafter be permitted by law to cities of the State and which will mature prior to the date on which such money shall be needed, but only to the extent that the same are acquired, valued and disposed of at Fair Market Value. Upon completion of the Project, any remaining Bond proceeds (including interest earnings thereon) may be used for other capital projects of the City or shall be transferred to the Debt Service Fund for the Bonds.

Section 8. Tax Covenants. The City will take all actions necessary to assure the exclusion of interest on the Tax-Exempt Bonds from the gross income of the owners of the Tax-Exempt Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Tax-Exempt Bonds, including but not limited to the following:

(a) *Private Activity Bond Limitation.* The City will assure that the proceeds of the Tax-Exempt Bonds are not so used as to cause the Tax-Exempt Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) *Limitations on Disposition of Projects.* The City will not sell or otherwise transfer or dispose of (i) any personal property components of the projects financed and/or refinanced with proceeds of the Tax-Exempt Bonds other than in the ordinary course of an established government program under Treasury Regulation § 1.141-2(d)(4); or (ii) any real property components of the projects, unless it has received an opinion of Bond Counsel to the effect that such disposition will not adversely affect the treatment of interest on the Tax-Exempt Bonds as excludable from gross income for federal income tax purposes.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of such action would be to cause the Tax-Exempt Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) *Rebate Requirement.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Tax-Exempt Bonds.

(e) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Tax-Exempt Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(f) *Registration Covenant.* The City will maintain a system for recording the ownership of the Tax-Exempt Bonds that complies with the provisions of Section 149 of the Code until the Tax-Exempt Bonds have been surrendered and canceled.

(g) *Record Retention.* The City will retain its records of all accounting and monitoring it carries out with respect to the Tax-Exempt Bonds for at least three years after the Tax-Exempt Bonds mature or are redeemed (whichever is earlier); however, if the Tax-Exempt Bonds are redeemed and refunded, the City will retain its records of accounting and monitoring at least three years after the earlier of the maturity or redemption of the obligations that refunded the Tax-Exempt Bonds.

(h) *Compliance with Federal Tax Certificate.* The City will comply with the provisions of any Federal Tax Certificate with respect to the Tax-Exempt Bonds. In the event of any conflict between this section and the Tax Certificate, the provisions of the Tax Certificate will prevail.

(i) *Bank Qualification.* In the Federal Tax Certificate executed in connection with the issuance of each series of Tax-Exempt Bonds, the City may designate such Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Code for investment by financial institutions.

The covenants of this Section 8 will survive payment in full or defeasance of the Tax-Exempt Bonds.

Section 9. Pledge of Funds and Credit; General Obligation. The City hereby authorizes the creation of a fund or account to be used for the payment of debt service on each series of Bonds (the “Debt Service Fund”). No later than the date each payment of principal of or interest on the Bonds becomes due, the City shall transmit sufficient funds, from the Debt Service Fund or from other legally available sources, to the Registered Owner for the payment of such principal or interest. Money in the Debt Service Fund may be invested in legal investments for City funds, but only to the extent that the same are acquired, valued and disposed of at Fair Market Value.

The City hereby irrevocably covenants and agrees for as long as any Bonds are outstanding and unpaid that each year it will include in its budget and levy an ad valorem 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 the Bonds when due.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the tax levy permitted to cities without a vote of the people, and that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bonds will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bonds. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Bonds when due.

Section 10. Sale of the Bonds. The Council has determined it would be in the best interest of the City to delegate to the Designated Representatives for a limited time the authority to

approve the final terms of each series of Bonds subject to the provisions of this ordinance. The Designated Representatives are authorized to solicit proposals from bond purchasers and are hereby authorized to select a Purchaser for each series of Bonds that submits the proposal for such series that is in the best interest of the City. Each Bond issued under this ordinance shall be sold to the selected Purchaser pursuant to the terms of the Bond Purchase Contract for such Bond.

Subject to the terms and conditions set forth in this Section 10, the Designated Representatives are hereby authorized to approve the issuance, from time to time on a single date or on multiple dates to be determined to be in the best interest of the City, of one or more series of Bonds; to designate each series of Bonds as Tax-Exempt Bonds or Taxable Bonds; to select one or more Purchasers; to approve the dated date, principal payment dates, interest payment dates, redemption/prepayment provisions, the Maturity Date, and the Interest Rate for each Bond; to agree to any additional terms and covenants that are in the best interest of the City and consistent with this ordinance; and to execute the sale of each Bond issued hereunder to the applicable Purchaser, provided that:

(a) the aggregate principal (face) amount of all Bonds issued from time to time under this ordinance does not exceed \$1,600,000,

(b) the Maturity Date for each series of Bonds issued under this ordinance is no later than 20 years after the respective date of issue,

(c) the aggregate purchase price for each series of Bonds shall not be less than 98% of the aggregate stated principal amount of such series of Bonds, excluding any original issue discount,

(d) the true interest cost for each series of Bonds (in the aggregate) bearing interest at a fixed rate does not exceed 6.25%, and for each series of Bonds (in the aggregate) bearing interest at a variable rate, the initial rate during the initial period on the Bonds shall not exceed 6.25% (not taking into account any default rate or rate increase upon a determination of taxability, as applicable).

Subject to the terms and conditions set forth in this section, each Designated Representative is hereby authorized to execute the one or more Bond Purchase Contracts for the sale of the Bonds. Following the sale of a series of Bonds, a Designated Representative shall provide a report to Council describing the sale and final terms of such Bonds approved pursuant to the authority delegated in this section. The authority granted to the Designated Representatives by this Section f to execute any Bond Purchase Contract shall expire one year (365 days) after the effective date of this ordinance. If a Bond Purchase Contract for the Bonds has not been executed by such date, the authorization for the issuance of such Bonds shall be rescinded, and such Bonds shall not be issued nor their sale approved unless such Bonds shall have been re-authorized by ordinance of the Council. The ordinance re-authorizing the issuance and sale of such Bonds may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance approving a Bond Purchase Contract or establishing terms and conditions for the authority delegated under this Section 10.

Upon passage and approval of this ordinance, the proper officials of the City including the Designated Representatives, the Mayor, and the City Clerk are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bonds to the Purchaser thereof and further to execute all closing certificates, agreements, and documents required to effect the closing and delivery of the Bonds in accordance with the terms of the Bond Purchase Contract.

Section 11. Ongoing Disclosure; Covenants. The Bonds are exempt from ongoing disclosure requirements of the Rule. The City may agree in a Bond Purchase Contract to provide the Purchaser of a series of Bonds certain financial or other information and agree to such covenants as determined to be necessary by a Designated Representative.

Section 12. Lost, Stolen or Destroyed Bonds. In case any Bond shall be lost, stolen or destroyed while in the Registered Owner's possession, the Bond Registrar may at the request of the Registered Owner execute and deliver a new Bond of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and the Bond Registrar in connection therewith and upon its filing with the City written certification that such Bond was actually lost, stolen or destroyed and of its ownership thereof. In the case any Bond shall be lost, stolen, or destroyed while in the Registered Owner's possession, the Registered Owner may elect upon final payment of principal and interest of such Bond to surrender a photocopy of the Bond for cancellation at the office of the Bond Registrar together with written certification that such Bond was actually lost, stolen or destroyed and of its ownership thereof.

Section 13. Severability; Ratification. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 14. Corrections by Clerk. Upon approval of the City Attorney and Bond Counsel, the City Clerk is hereby authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; ordinance numbering and section/subsection numbering; and other similar necessary corrections.

Section 15. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED by the City Council of the City of Mercer Island, Washington, at a regular meeting of the City Council held on _____, 2025.

CITY OF MERCER ISLAND,
WASHINGTON

Salim Nice, Mayor

ATTEST:

Andrea Larson, City Clerk

Approved as to form:

Bio Park, City Attorney

PACIFICA LAW GROUP LLP

Bond Counsel

Published: _____

Exhibit A

Form of Bond

[TRANSFER RESTRICTIONS]

UNITED STATES OF AMERICA

NO. R-1

\$ _____

STATE OF WASHINGTON

CITY OF MERCER ISLAND

LIMITED TAX GENERAL OBLIGATION BOND, 202__ [(TAXABLE)]

INTEREST RATE: _____
 MATURITY DATE: _____
 REGISTERED OWNER: _____
 PRINCIPAL AMOUNT: _____

The City of Mercer Island, Washington, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, on or before the Maturity Date identified above, the [Principal Amount identified above and to pay interest thereon from the date of delivery, or the most recent date to which interest has been paid or duly provided for, at the Interest Rate set forth above (the “Interest Rate”)]. Interest on this bond shall accrue from its dated date until paid and shall be computed per annum on the principal amount outstanding on a 30/360 basis. Principal of and accrued interest on this bond shall be payable on the dates set forth in the payment scheduled attached hereto.

Both principal of and interest on this bond shall be payable in lawful money of the United States of America. Principal and interest on this bond shall be payable by check or warrant or by other means mutually acceptable to the Registered Owner and the City. Upon final payment of principal and interest of this bond, the Registered Owner shall surrender this bond for cancellation at the office of the Bond Registrar in accordance with Ordinance No. 25-21 of the City (the “Bond Ordinance”).

This bond is issued pursuant to the Bond Ordinance to provide funds to finance and/or reimburse the City for costs of acquiring, constructing, improving, developing and equipping City facilities and to pay costs of issuance. Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

[Prepayment provisions]

This bond [has/has not] been designated by the City as a “qualified tax-exempt obligation” within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended.

The City has in the Bond Ordinance authorized the creation of a fund to be used for the payment of debt service on this bond, designated as the Debt Service Fund. The Debt Service Fund shall be drawn upon for the sole purpose of paying the principal of and interest on this bond.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to the City without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

Owners of this bond do not have a security interest in particular revenues or assets of the City. This bond is not a debt or indebtedness of the State of Washington, or any political subdivision thereof other than the City.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

This bond is issued pursuant to the Constitution and laws of the State of Washington, and duly adopted ordinances of the City. This bond is transferable upon compliance with the conditions set forth in the Bond Ordinance.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond exist, have happened, been done and performed and that the issuance of this bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Mercer Island, Washington, has caused this bond to be executed by the manual or facsimile signature of the Mayor of the City Council and attested by the manual or facsimile signature of the Clerk, as of this ____ day of _____, 2025.

[SEAL]

CITY OF MERCER ISLAND, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____/s/_____
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

[This bond is the City of Mercer Island, Limited Tax General Obligation Bond, 2025 [(Taxable)] described in the within mentioned Bond Ordinance and is registered in the name of the Registered Owner on the books of the City, in the office of the City Finance Director (the “Bond Registrar”), as to both principal and interest, as noted in the registration blank below. All payments of principal of and interest on this bond shall be made by the City to the Registered Owner from the Debt Service Fund.]

Date of Registration	Name and Address of Registered Owner	Signature of Bond Registrar
_____, 2025		

AB 6738

Budget Appropriation for Property Acquisition First Reading of Ordinance No. 25-21

July 15, 2025

Item 12.



9655 SE 36th Street

Item 12.

Acquisition via eminent domain

- ❑ Purchase Price **\$9,060,000**
- ❑ Estimated closing costs **\$20,000**
- ❑ Total cost to the City **\$9,080,000**

- ❑ Eventual permanent location for CPD, PW Administration, Capital Projects and Engineering, and Youth and Family Services.



Resources for the Purchase

Item 12.

- ❑ The building acquisition is funded with 2024 year-end savings from the General Fund, resources set aside for long-term facility needs, and available capital resources.
- ❑ Resources on hand will be deposited into an escrow account.
- ❑ Ordinance No. 25-21 authorizes staff to finance \$1.6 million of the purchase with outside financing (Exhibit 1).

Resources for the Purchase

Item 12.

Available Unassigned Fund Balance		Total
General Fund	\$	3,302,358
Municipal Facility Replacement Fund		3,362,808
Capital Improvement Fund		1,670,752
Town Center Parking Facilities Fund		744,082
TOTAL		\$ 9,080,000

Ordinance No. 25-21

- ❑ Authorizes \$1,600,000 in LTGO bonds to reimburse costs related to the building acquisition.
 - ❑ Additional \$100,000 to cover the cost of issuance. Remaining resources go to the building acquisition.
 - ❑ Term limited to a maximum of 20 years.
 - ❑ True interest cost no more than 6.25%.
- ❑ Staff aim to issue debt by year-end.

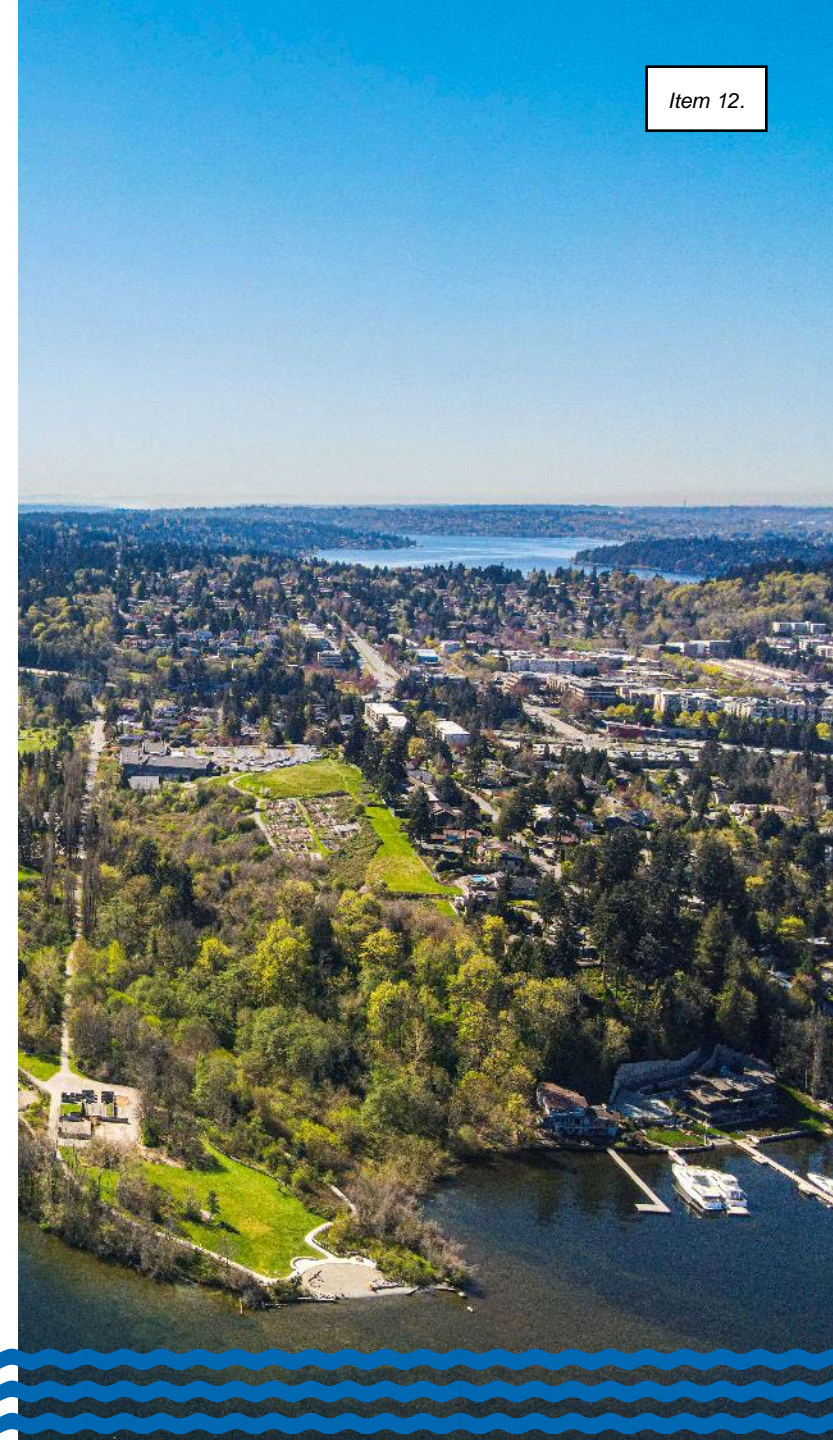
Recommended Action

1. Schedule Ordinance No. 25-21 for second reading and adoption at the September 2, 2025 City Council meeting.
2. Appropriate the following available budget resources to the Municipal Facility Replacement Fund for the acquisition of real property by eminent domain:
 - a. \$3,302,358 from the General Fund Unassigned Fund Balance.
 - b. \$1,670,752 from the Capital Improvement Fund Unassigned Fund Balance.
 - c. \$744,082 from the Town Center Parking Facilities Fund.

Questions

Prepared By

Matt Mornick, Finance Director





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6736
July 15, 2025
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6736: Second Reading and Adoption of Ordinance No. 25-13 Related to the Public Safety and Maintenance Facility Bonds Ballot Measure	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Adopt Ordinance No. 25-13, providing for the submission on the November 4, 2025 election, a ballot measure for the Public Safety and Maintenance Facility Bonds.	

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager Matt Mornick, Finance Director Robbie Cunningham Adams, Senior Management Analyst
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 25-13 – Bond Ballot Measure 2. Explanatory Statement
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 item is to adopt Ordinance No. 25-13 (Exhibit 1), providing for the submission on the November 4, 2025 general election, a ballot measure for the Public Safety and Maintenance Facility Bonds. Exhibit 1 contains the ballot proposition, outlines the purpose of the bond and excess levy, and eligible uses of the bond proceeds.

- On June 17, staff presented the City Council with follow up information regarding the Public Safety and Maintenance (PSM) Facility and sought Council's direction on the schematic design, budget, and other final components of the project ([AB 6712](#)). The City Council unanimously:
 - Approved the final schematic design for the PSM Facility.
 - Approved the PSM Facility project budget in the amount not to exceed \$103,900,000.
 - Directed the City Manager to prepare a bond ordinance for first reading at the City Council meeting on July 1, 2025.

- Directed staff to solicit community members to serve on the Pro and Con Committees to prepare respective statements (and rebuttals) for inclusion in the election guidebook. City Council will review and appoint potential applicants at the July 15, 2025, City Council meeting.
- At the July 1, 2025, City Council meeting, Ordinance No. 25-13 related to the bond measure for the Public Safety and Maintenance Facility was presented to the City Council for first reading. Staff provided an overview of the elements of City bond ordinances and the current status of City debt. Staff received City Council feedback on draft Ordinance No. 25-13, which includes the ballot title, ballot description, and the length of the repayments scheduled for the bonds ([AB 6715](#)).
- The City Council formed an ad-hoc working group comprised of Mayor Nice, Deputy Mayor Rosenbaum, and Councilmember Reynolds to work with staff and legal counsel to review the ballot language and Explanatory Statement and provide a final recommendation to the City Council for consideration at the July 15, 2025 Council meeting.
- City Council directed staff to fully exempt the PSM Facility from the 1% for the Arts contribution requirement. This reduces the project budget by an estimated \$740,000 from \$103,900,000 to a total project budget of \$103,160,000.
- If approved by Mercer Island voters on the November 4, 2025 general election ballot, the Bond measure would authorize the issuance of \$103,160,000 in unlimited tax general obligation bonds (the “Bonds”) to finance the complete design, construction, and equipping of the PSM Facility. The resulting excess levy lid lift would pay the debt service over the life of the Bonds.
- Upon receiving feedback from the City Council at the July 1 meeting and the ad-hoc committee, staff included final versions of the bond ordinance (Exhibit 1) and explanatory statement (Exhibit 2).
- Staff seeks City Council adoption of Ordinance No. 25-13, providing for the submission on the November 4, 2025 election, a ballot measure for the Public Safety and Maintenance Facility Bonds.

BACKGROUND

LONG-RANGE FACILITY PLANNING BEGINS IN 2023

In early 2023, the City began a planning process to develop a Facilities Condition Assessment for various municipal buildings and long-range Facilities Plan for select City facilities. Northwest Studio was selected as the consultant for this project and is supported by a variety of specialized consultants.

The long-range facility planning project was intended to be completed in two phases, the first phase focusing on a comprehensive Facilities Conditions Assessment (FCAs) for six buildings in 2023: Mercer Island City Hall, the Public Works Building, the Mercer Island Community and Event Center Annex Building, the Luther Burbank Administrative Building, the Mercer Island Thrift Shop, and the former Tully’s Building. A second phase will include Facility Conditions Assessments for Fire Station 91, Fire Station 92, and the Mercer Island Community and Event Center.

The purpose of an FCA is to inventory and evaluate building and site infrastructure conditions, document observed deficiencies and develop a recommended strategy to ensure continuity of services, extend the life of each facility, or alternatively prepare to replace existing assets.

The second phase of facilities planning work included developing a Long-Range Facilities Plan for these six facilities based on assessment and data collected from the FCA process. The Long-Range Planning Work was intended to be completed in 2024 and anticipated an extensive public engagement process. Unfortunately, just as the facilities planning work was kicking off in early 2023, City Hall was closed due to asbestos contamination.

CITY HALL PERMANENTLY CLOSED IN 2023

In April 2023, City Hall was temporarily closed after asbestos was detected in several locations in the building, including in the HVAC system. Although airborne asbestos was not detected during air quality tests, abatement at City Hall would be required to re-open the facility. City staff and outside experts worked extensively to identify solutions to address the asbestos contamination and evaluate the best path forward for City Hall.

Two scenarios for re-occupying the City Hall building, either fully or partially, were evaluated for timeline, preliminary costs, and impact to City operations. The cost of both scenarios to re-occupy City Hall exceeded the benefits due to the age and condition of the building. On October 2, 2023, Resolution No. 1650 was approved to cease City operations at City Hall and permanently close the building.

FACILITY CONDITIONS ASSESSMENT COMPLETED ON PUBLIC WORKS BUILDING IN 2024

Due to the age and condition of the Public Works building, the City Manager directed staff and the consulting teams to proceed with the facilities conditions assessment (FCA) for this building. The preliminary Facility Conditions Assessment for the Public Works building was presented to the City Council on February 6, 2024 (AB 6402). It identified multiple systems that were failing or in need of significant repair or investment.

Based on these findings, the City Manager recommended the City Council prioritize the Public Works building for replacement. The Public Works building houses many essential services and limited short-term reinvestment was required to extend the life of the building until a replacement strategy was identified as discussed in AB 6477 at the May 21, 2024 City Council meeting.

At the July 16, 2024 City Council meeting, the City Council appropriated funds and authorized staff to proceed with seismic repairs to the Public Works building that were necessary to keep the Public Works building safely operating in the near-term ([AB 6517](#)).

PUBLIC SAFETY AND MAINTENANCE BUILDING PRE-DESIGN PHASE COMPLETED IN 2024

During the March 1, 2024 Planning Session, the City Council considered a replacement strategy for City Hall and the Public Works building. The City Council directed the City Manager to commence planning for a new Public Safety and Maintenance Facility (PSM) on the current City Hall Campus ([AB 6420](#)). This new facility will replace the existing Public Works building and provide a new combined home for the City's Public Works teams, Police Department, Emergency Operations Center, and the Information Technology (IT) and Geographic Information Systems (GIS) team.

City staff provided a design progress update on the PSM Facility during the May 21, 2024 City Council meeting ([AB 6476](#)). This presentation outlined how staff and the City's architectural consultant team, Northwest Studio, conducted workshops with the staff teams expected to be housed in the future PSM Facility to inform the design, staff needs in a new facility, how a combined facility could provide operational efficiencies, and why the new building is intended to be a Level IV Risk Category Building.

Pre-design work was completed during the summer of 2024, confirming the programming and conceptual framework for the PSM Facility. During this initial planning phase, the City Manager also directed the Design Team to include an expanded customer service area at the main PSM building to house the City's Customer

Service team. This is to ensure that the City has a “store front” given that no other City facilities are suited for this type of function.

PUBLIC SAFETY AND MAINTENANCE FACILITY SCHEMATIC DESIGN PHASE BEGINS IN 2024

Work on the PSM Facility shifted to the schematic design phase in fall of 2024. Schematic design is the first step in developing a concept into a specific design plan, including architectural drawings and a site plan. Efforts included tours of other public safety and maintenance buildings in the region, site visits to City facilities, and ongoing design meetings with staff.

The Design Team and select Councilmembers conducted tours of the Shoreline, University of Washington, and Kirkland police departments in October 2024. The team heard about both successes and “lessons learned” from the construction or renovation of these police facilities to help inform the design work on the PSM Facility.

The Design Team and select Councilmembers also conducted a tour of the Kitsap County Public Works facility in December of 2024. This tour featured included the workspace and training space layout, ingress/egress for large vehicles and equipment, covered storage, lighting, security, and staff amenity spaces.

PSM SCHEMATIC DESIGN UPDATES AT CITY COUNCIL MEETINGS

During the February 4, 2025 City Council Planning Session, the Design Team presented the initial design concept and preliminary cost estimate for the PSM Facility ([AB 6604](#)). The Design Team received City Council feedback on design strategies and questions and previewed the likely need to rezone the property.

During the March 4, 2025 City Council meeting, the Design Team presented a progress update on the Public Safety and Maintenance Facility (PSM Facility) design in addition to addressing questions from the prior City Council meeting ([AB 6634](#)). The PSM Design Team presented information on the following thematic areas:

- Planning for potential future operational capacity needs at the PSM Facility
- Functions and uses of the operations building and yard
- Alternative construction delivery methods.

City staff and City Council discussed moving the siting of the main PSM Building forward (north) on the property to expand the capacity of the secure areas (parking and maintenance yard) behind the main PSM Building. Staff said this was an idea worth investigating further and committed to coming back with additional information at a future Council meeting.

UPDATED PUBLIC SAFETY AND MAINTENANCE FACILITY SIZING, PLACEMENT, AND ZONING

Following feedback from the City Council and Police, Public Works, Emergency Operations, and IT/GIS staff, during the April 15, 2025 City Council meeting, the PSM Design Team presented a recommended change to the site layout that would move the PSM Building (main administrative building) and the Operations Building north on the site ([AB 6656](#)). This proposed site layout revision reduced construction costs, increased operational effectiveness, and left space for future additional operational capacity as needed to ensure the City Hall campus is positioned to serve the City over the next 50-plus years.

The proposed PSM Facility layout includes the placement of the operations building on top of the property line between the existing City Hall and Public Works parcels. The PSM Design Team recommended a boundary line adjustment to move the parcel line north – closer to SE 36th St.

Additionally, both parcels comprising the current City Hall campus have the correct comprehensive plan land use designation, which is “Public Facility” (PF). The zoning, however, is different and this was identified for resolution as part of the PSM Facility development process.

The City Manager recommended the new south parcel created by the boundary line adjustment be re-zoned to “Public Institution” (PI), consistent with other public facilities on Mercer Island. The north parcel is recommended to remain as Commercial Office (CO) to preserve flexibility for its future use. The proposed rezone is site-specific and requires approval through a quasi-judicial process.

The City Council approved the revised PSM Facility site layout and directed the City Manager to pursue a boundary line adjustment between the City Hall and Public Works parcels based on the final site layout and prepare and submit a re-zone application of the south City Hall parcel to Public Institution (PI).

COUNCIL DIRECTION ON PSM DESIGN CHOICES

During the May 6, 2025 City Council meeting the PSM Design Team provided follow-up analysis on roof-mounted solar panels for on-site energy generation, rainwater harvesting for on-site use, potable water storage for emergency operations, and facility structural systems initially presented during the February 4, 2025 City Council meeting. Council directed staff to include a rainwater harvesting system and potable water storage in the schematic design ([AB 6677](#)).

COUNCIL REVIEW OF PSM SCHEMATIC DESIGN

During the June 3, 2025 City Council meeting, the PSM Design Team presented the schematic design and updated cost estimate for the PSM Facility, highlighting how the proposed design aligns with core objectives and supports public safety and maintenance operations (see [AB 6701](#) and corresponding presentation [deck](#))

The PSM Design Team reported outcomes from the independent peer-review group that conducted a value methodology-based review (aka value engineering) aimed at optimizing the PSM Facility design. Many of the value engineering team’s recommendations were incorporated into the schematic design, resulting in reduced project costs and an improved design.

The resulting cost of the PSM Facility project is \$103,900,000. This cost estimate establishes the maximum amount of a Bond Measure outlined in Ordinance No. 25-13 (Exhibit 1).

At the June 17, 2025 City Council meeting, staff addressed City Council questions raised during the prior meeting including schematic design of the Operations Building and 1% for Art in Public Spaces ([AB 6712](#)). At the meeting the City Council unanimously:

- Approved the final schematic design for the PSM Facility.
- Approved the PSM Facility project budget in the amount not to exceed \$103,900,000.
- Direct the City Manager to prepare a bond ordinance for first reading at the City Council meeting on July 1, 2025.
- Directed staff to solicit community members to serve on the Pro and Con Committees to prepare respective statements (and rebuttals) for inclusion in the election guidebook. The City Council will review and appoint potential applicants at the July 15, 2025 Council meeting.

During the June 17, 2025, City Council meeting staff also reviewed the 1% for the Arts program requirements for the PSM Facility, which would entail a \$739,633 contribution to the Fund. Under the current City code, there is not an option for an exemption for this project or other projects. Consequently, an exemption for this project would require a change to the city code.

The City Council directed the City Manager to prepare an ordinance modifying the 1% for the Arts code to allow the City Council to fully or partially exempt projects from the 1% for the Arts requirements. That ordinance was scheduled for first reading and adoption on July 1, 2025 ([AB 6725](#)).

COUNCIL FIRST READING OF BOND ORDINANCE

At the July 1, 2025 City Council meeting, Ordinance No. 25-13 related to the Public Safety and Maintenance Facility Bonds was presented to the City Council for first reading. Staff provided an overview of the elements of City bond ordinances and the current status of City debt. Staff received City Council feedback on draft Ordinance No. 25-13, which includes the ballot title, ballot description, and the length of the repayments scheduled for the Bonds ([AB 6715](#)).

The City Council formed an ad-hoc working group comprised of Mayor Nice, Deputy Mayor Rosenbaum, and Councilmember Reynolds to work with staff and legal counsel to review the ballot language and Explanatory Statement and provide a final recommendation to the City Council for consideration at the July 15, 2025 Council meeting.

With the passage of the 1% for Art in Public Places Fund Code Amendments ([AB 6725](#)) earlier in the meeting, the City Council directed staff to fully exempt the PSM Facility from the 1% for Art contribution requirement. This reduces the project budget by an estimated \$740,000 from \$103,900,000 to a total project budget of \$103,160,000.

City Council approved unanimously a motion to schedule Ordinance No. 25-13 for second reading at the July 15, 2025, Council meeting. The City Council will also appoint members to the Pro and Con Committees to prepare materials for the voters' pamphlet at the July 15, 2025 meeting.

ISSUE/DISCUSSION

BALLOT MEASURE ORDINANCE/BALLOT TITLE

Ordinance No. 25-13 (Exhibit 1) includes the PSM Facility Bonds ballot title, which consists of three elements: ballot caption (name of jurisdiction and a statement of the subject matter), a concise description of the measure, and a question. The concise description must not exceed seventy-five words. The ad-hoc working group met with staff and legal counsel to finalize the recommendation on the ballot title language.

Ordinance No. 25-13 further establishes the not-to-exceed amount of the Bonds and the length of the repayment schedule based on the following parameters:

- Aggregate principal (face) amount not-to-exceed \$103,160,000.
- The final repayment schedule of the Bonds may not exceed 25 years in length.

Staff have prepared an updated financial impact table below reflecting the selection of a not-to-exceed 25-year repayment schedule and the updated not-to-exceed principal amount, which adheres to the City Council direction provided at the July 1, 2025 Council meeting. Figure 1 illustrates the approximate financial impacts resulting from the Bonds.

Figure 1: Length of Bond Issue (years)	25
Final Maturity	12/1/2050
All-In True Interest Cost (TIC) ¹	4.52%
Total Debt	\$174,185,543
Average Annual Debt Service	\$7,011,830
Household Financial Impact per Month²	\$55

¹ Market conditions as of July 8, 2025.

² Assumes a home with a \$2,000,000 assessed value.

EXPLANATORY STATEMENT

The ad-hoc working group also finalized the Explanatory Statement (Exhibit 2). It will be included in the voters' pamphlet for the November 4, 2025 General Election and states the anticipated effect of the measure if it passes. The statement must not be an argument in favor of or in opposition to the measure. An explanatory statement is limited to 250 words and no more than five paragraphs.

The Explanatory Statement must be prepared by the jurisdiction, signed off by the jurisdiction's attorney, and submitted by 4:30 p.m. on August 8, 2025 to King County Elections.

NEXT STEPS

SUBMISSION OF BOND ORDINANCE AND EXPLANATORY STATEMENT TO KING COUNTY ELECTIONS

Upon council approval of Ordinance No. 25-13, the City Clerk will submit the Ordinance and the Explanatory Statement to King County Elections by the August 5, 2025 deadline for inclusion on the November 4, 2025 General Election ballot.

CREATION OF A BALLOT MEASURE FACT SHEET

City staff will develop a fact sheet related to the PSM Facility Bonds ballot measure later this summer. The Washington State Public Disclosure Commission, which has jurisdiction over local election and campaign matters, has routinely advised and held that with respect to election-related publications, one jurisdiction-wide objective and fair presentation of the facts per ballot measure may be distributed. This information will be distributed through normal City communication channels.

RECOMMENDED ACTION

Adopt Ordinance No. 25-13, providing for the submission on the November 4, 2025 election, a ballot measure for the Public Safety and Maintenance Facility Bonds.

CITY OF MERCER ISLAND, WASHINGTON

ORDINANCE NO. 25-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, PROVIDING FOR THE FORM OF THE BALLOT PROPOSITION AND SPECIFYING CERTAIN OTHER DETAILS CONCERNING SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT A GENERAL ELECTION TO BE HELD THEREIN ON NOVEMBER 4, 2025, OF A PROPOSITION FOR THE ISSUANCE OF ITS GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$103,160,000, OR SO MUCH THEREOF AS MAY BE ISSUED UNDER THE LAWS GOVERNING THE INDEBTEDNESS OF CITIES FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE DESIGN, CONSTRUCTION, AND EQUIPPING OF A PUBLIC SAFETY AND MAINTENANCE FACILITY FOR THE CITY'S POLICE DEPARTMENT, PUBLIC WORKS MAINTENANCE TEAMS, EMERGENCY OPERATIONS CENTER, INFORMATION TECHNOLOGY, GEOGRAPHIC INFORMATION SYSTEMS (GIS), AND CUSTOMER SERVICE TEAMS, AND LEVY EXCESS PROPERTY TAXES TO PAY THE BONDS.

WHEREAS, in October 2023, the City Council of the City of Mercer Island, Washington (the "City") determined to permanently close City Hall due to discovery of structural and seismic deficiencies in the building, as well as the presence of asbestos in the HVAC system; and

WHEREAS, the closure of City Hall has displaced essential public safety operations, including the Police Department and Emergency Operations Center, and the identification of a long-term facility solution for these services is necessary for the provision of public safety services on Mercer Island; and

WHEREAS, City has been exploring options related to and developing a long-term replacement strategy for City facilities that will result in a responsible, efficient, and sustainable future for a significant portion of City operations; and

WHEREAS, given the age and condition of the current Public Works Building, the City Council directed the completion of a Facilities Conditions Assessment for this building and the assessment identified multiple systems that are failing or in need of significant repair or investment; and

WHEREAS, adequate and efficient Public Works facilities are vital for maintaining essential services such as water and sewer access, stormwater conveyance, emergency storm response, snow and ice removal, safe streets, public facilities, and clean, well-maintained parks, open spaces, and trails; and

WHEREAS, after considering a wide range of options, in March 2024, the City Council directed the City Manager to commence planning and design for a new Public Safety and Maintenance Facility (“PSM Facility”) on the current City Hall campus; and

WHEREAS, the City has conducted the pre-design and schematic design phase for the PSM Facility; and

WHEREAS, once constructed, the proposed PSM Facility will replace the existing Public Works building, maintenance yard, and temporary police facilities. The new facilities will provide a permanent location for the City’s Police Department, Public Works Maintenance teams, Emergency Operations Center, Information Technology, Geographic Information Systems, and Customer Service teams. The project will be constructed on City land at the site of the existing City Hall and Public Works building, and includes a police precinct and office building, a maintenance building, an operations yard, decant and wash bay facilities, and covered vehicle, equipment, and materials storage; and

WHEREAS, the PSM Facility represents a vital investment in City infrastructure and will support essential municipal functions; and

WHEREAS, to finance capital costs associated with the final design, construction, and equipping of the proposed PSM Facility, it is deemed necessary and advisable by the City Council that the City issue and sell one or more series of unlimited tax general obligation bonds in the principal amount of not to exceed \$103,160,000 (the “Bonds”); and

WHEREAS, the Constitution and laws of the State of Washington provide that the question of whether such Bonds may be issued and sold for such purposes and taxes levied to pay such Bonds must be submitted to the qualified electors of the City for their ratification or rejection;

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

Section 1. Findings. The City Council hereby finds that the best interests of the residents of the City require the City to construct, develop, improve, and equip new facilities for City operations, including but not limited to facilities to house the Police Department, Public Works Maintenance teams, Emergency Operations Center, Information Technology, Geographic Information Systems, and Customer Service teams (the “Project”). Costs of the Project, which are estimated to be more than \$103,160,000, will be paid from proceeds of the Bonds authorized herein and other available funds of the City.

The cost of all necessary design, appraisals, negotiation, property acquisition, closing, architectural, engineering, project management, financial, legal and other consulting services, inspection and testing, demolition, relocation, administrative and relocation expenses, permitting, mitigation, construction, building ingress and egress, and other costs incurred in connection with the foregoing capital improvements shall be deemed a part of the capital costs of such Project. Such Project shall be complete with all necessary design, renovation, real property, equipment, furniture, parking, open spaces, landscaping, and appurtenances.

The City Council shall determine the exact specifications and the components for the Project, as well as the timing, order and manner of completing the Project. The City Council may alter, make substitutions to, and amend such components as it determines are in the best interests of the City and consistent with the general descriptions provided herein. The City Council shall determine the application of moneys available for the various components of the Project so as to accomplish, as nearly as may be, the entire Project.

If the City Council shall determine that it has become impractical to design, construct, improve, obtain permits, renovate, acquire, develop, or furnish all or any component of the Project by reason of changed conditions, incompatible development, costs substantially in excess of the amount of Bond proceeds or City funds estimated to be available, or acquisition by or dependence on a superior governmental authority, the City shall not be required to provide such component or components. If the Project has been constructed or acquired or duly provided for, or is found to be impractical, the City may apply remaining proceeds of the Bonds authorized herein (including interest earnings on such proceeds) or any portion thereof to other City administrative facilities or to the redemption of the Bonds as the City Council, in its discretion, shall determine.

In the event that the proceeds from the sale of the Bonds, plus any other money of the City legally available for such purpose, are insufficient to accomplish the complete Project, the City shall use the available funds to pay the costs of those portions of the Project deemed by the City Council most necessary and in the best interest of the City.

To the extent the City makes preliminary and capital expenditures for the Project prior to the date the Bonds are issued, the City intends to reimburse all or a portion of those preliminary and capital expenditures out of proceeds of the Bonds as permitted by U.S. Treasury Regulation 1.150-2(d).

Section 2. Authorization of Bonds. For the purpose of providing all or a portion of the funds necessary to finance the costs of the Project, together with incidental costs and costs of issuance of the Bonds, the City shall issue and sell its unlimited tax general obligation bonds in the aggregate principal amount of not to exceed \$103,160,000 (the “Bonds”). The Bonds shall be issued in a principal (face) amount not exceeding the amount approved by the electors of the City and not exceeding the amount permitted by the Constitution and laws of the State of Washington. In the event that the Bonds are sold at a net premium, any premium in excess of the principal amount approved by the electors (\$103,160,000) shall be used for costs of the Project, costs of

issuance or to capitalize interest on the Bonds, provided that the project fund deposit shall not exceed the amount approved by the electors. The balance, if any, of the cost of the Project shall be paid out of any other legally available funds. The Bond proceeds (and interest earnings thereon) shall be used to finance the costs of the Project, together with incidental costs and costs related to the sale and issuance of the Bonds and shall not be used for the replacement of equipment or for a purpose other than a capital purpose.

Section 3. Details of the Bonds. The Bonds provided for in Section 2 hereof shall be issued in such amounts and at such time or times as deemed necessary and advisable by the City Council and as permitted by law. The Bonds may be issued in one or more series and shall bear interest payable at a rate or rates authorized by the City Council. The Bonds shall mature in such amounts and at such times within a maximum term of 25 years from date of issue of a series, all as authorized by the City Council and as provided by law. The Bonds shall be unlimited tax general obligations of the City and, unless paid from other sources, both principal of and interest on the Bonds shall be payable out of annual tax levies to be made upon all the taxable property within the City without limitation as to rate or amount and in excess of any constitutional or statutory tax limitations. The exact date, form, terms, maturities, covenants and manner of sale of the Bonds shall be as hereafter fixed by ordinance or ordinances of the City Council.

In anticipation of the issuance of the Bonds, the City may issue short-term obligations as otherwise authorized by chapter 39.50 RCW. Such obligations may be paid or refunded with proceeds of the Bonds. As set forth above, the proceeds of the Bonds may also be used to reimburse the City for preliminary and capital expenditures previously made for the Project.

Section 4. Bond Election. It is hereby found that the best interests of the inhabitants of the City require the submission to the qualified electors of the City of a proposition authorizing the City to issue Bonds for the purpose of financing costs of the Project, at an election to be held on November 4, 2025. The Director of King County Elections (the “Director”), as *ex officio* supervisor of elections in King County, Washington, is hereby requested to assume jurisdiction of and to call and conduct the election to be held within the City and to submit to the qualified electors of the City the proposition hereinafter set forth. Such election shall be conducted by mail.

The City Clerk is hereby authorized and directed to certify the proposition to the Director in substantially the following form:

CITY OF MERCER ISLAND PROPOSITION NO. 1
PUBLIC SAFETY AND MAINTENANCE FACILITY BONDS

The City Council of the City of Mercer Island passed Ordinance 25-13 concerning a proposition to finance a Public Safety and Maintenance Facility. If approved, this proposition authorizes the City to design, construct, and equip seismically resilient Risk Category IV buildings to house the Police Department, Public Works Maintenance teams, the Emergency Operations Center, Information Technology, Geographic Information Systems, and Customer Service; issue up to \$103,160,000 of general obligation bonds maturing within a maximum term of 25 years; and levy annual excess property taxes to repay the bonds, as provided in Ordinance 25-13.

Should this proposition be approved:

YES? ☐

NO? ☐

For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) the City Manager and (b) the City Attorney, as the individuals to whom such notice should be provided. The City Attorney and City Manager are each authorized individually to approve changes to the ballot title, if any, deemed necessary by the Director.

Upon approval of the City Attorney and bond counsel to the City, the City Clerk is hereby authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules or regulations; ordinance numbering and section/subsection numbering; and other similar necessary corrections.

The proper City officials are authorized to perform such duties as are necessary or required by law to submit the question of whether the Bonds shall be issued, as provided in this ordinance, to the electors at the November 4, 2025 election.

Section 5. Voters' Pamphlet. The preparation and distribution of a local voters' pamphlet providing information on the foregoing ballot measure is hereby authorized. The pamphlet shall

include arguments advocating approval and disapproval of the ballot measure. In accordance with RCW 29A.32.280, the arguments advocating approval and rejection of the ballot measure shall be prepared by committees appointed by the City Council. Each committee shall be composed of not more than three persons; however, a committee may seek the advice of any person or persons. The committee advocating approval shall be composed of persons known to favor the ballot measure, and the committee advocating rejection shall be composed of persons known to oppose the ballot measure.

Section 6. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

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 a regular meeting of the City Council held on _____, 2025.

CITY OF MERCER ISLAND,
WASHINGTON

Salim Nice, Mayor

ATTEST:

Andrea Larson, City Clerk

Approved as to form:

Bio Park, City Attorney

PACIFICA LAW GROUP LLP

Bond Counsel

Published: _____

CERTIFICATE

I, the undersigned, City Clerk of the City of Mercer Island, Washington, and keeper of the records of the City Council, DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. 25-13 of the City (the “Ordinance”), as finally passed at a [regular/special] meeting of the City Council held on _____, 2025, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper passage of said Ordinance have been fully fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

Dated this _____ day of _____, 2025.

CITY OF MERCER ISLAND, WASHINGTON

Andrea Larson, City Clerk

Proposition No. 1
Submitted by City of Mercer Island, Washington

PUBLIC SAFETY AND MAINTENANCE FACILITY BONDS

Permanent facilities for the City of Mercer Island's essential services are aging and/or failing and require replacement. These facilities are critical for public safety, emergency and storm response, well maintained and safe streets, water and sewer maintenance, snow and ice removal, and safe and clean parks, open space areas, and trails.

Proposition 1 authorizes the City to issue bonds to fund the design and construction of a Public Safety and Maintenance Facility that will replace the existing Public Works building, maintenance yard, and temporary police facilities. The new Facility will provide a permanent location for the City's Police Department, Public Works Maintenance teams, the Emergency Operations Center, Information Technology, Geographic Information Systems, and Customer Service.

The Public Safety and Maintenance Facility will be constructed on City land at the site of the existing Public Works Building and permanently closed City Hall. The proposed Facility includes a police precinct and office building, a maintenance building, an operations yard, decant and wash bay facilities, and covered vehicle, equipment, and materials storage. The buildings are designed to Risk Category IV to withstand significant seismic events. The Facility will support increased operational efficiencies, extend vehicle and equipment lifespans, improve emergency response, and restore in-person customer service.

Proposition 1 authorizes the issuance of up to \$103,160,000 of general obligation bonds and the levy of excess property taxes to repay the bonds over 25 years. This amounts to about \$55 per month for a \$2,000,000 home.

AB 6736

Second Reading of Ord. No. 25-13

Bond Ballot Measure for the PSM Facility

July 15, 2025

Item 13.



Background

July 1 meeting the City Council

- ❑ First reading of Ord. No. 25-13 of Public Safety & Maintenance (PSM) Facility Bond Levy Ballot Measure.
- ❑ City Council feedback on the length of the repayment schedule for the Bonds.
- ❑ Council formed an ad-hoc working group comprised of Mayor Nice, Deputy Mayor Rosenbaum, and Councilmember Reynolds to work with staff and legal counsel to review the ballot language and Explanatory Statement and provide a final recommendation to the City Council this evening.

Background

July 1 meeting the City Council

- ❑ Council exempted PSM Facility from 1% for Art contribution requirement, reducing the project budget from \$103,900,000 to \$103,160,000.
- ❑ City Council unanimously approved Ordinance No. 25-13 for second reading at tonight's meeting.

Action Items this Evening

Item 13.

Adoption of Ordinance No. 25-13 and Explanatory Statement Language

Bond Ordinance No. 25-13

- ❑ Outlines the purpose of the bonds – pay for PSM Facility from concept through completion.
- ❑ Limits eligible uses to designing, constructing, and equipping the PSM Facility.
- ❑ Levies excess property taxes to pay the bonds.

Bond Ordinance No. 25-13

- ❑ The ad-hoc working group met with staff and legal counsel to finalize the recommended ballot title language.
- ❑ The ballot measure title includes:
 - ❑ Ballot caption. *Name of jurisdiction and subject matter statement.*
 - ❑ Concise description of the measure. *Limited to 75 words.*
 - ❑ A question to voters.

Bond Ordinance No. 25-13

- ❑ Establishes the not-to-exceed amount of the Bonds and the length of the repayment schedule to:
 - ❑ Aggregate principal amount of \$103,160,000.
 - ❑ 25-year repayment schedule.

PSM Bond Financial Impact

Item 13.

Length of Bond Repayment Schedule	25 Years
Final Maturity	12/1/2050
All-In True Interest Cost (TIC) ¹	4.52%
Total Debt ²	\$174,185,543
City Average Annual Debt Service	\$7,011,830
Household Financial Impact per Month³	\$55

1 Market conditions as of July 8, 2025.

2 Source: Piper Sandler & Co.

3 Assumes a home with a \$2,000,000 assessed value in 2025.

Ad-Hoc Working Group

- ❑ Finalized the recommended Ballot Proposition and Explanatory Statement for Council's review.
- ❑ Ballot proposition outlined in Ordinance No. 25-13.
- ❑ Explanatory statement will be included in the November 4, 2025 General Election voter pamphlet. States the anticipated effect if the measure passes.

Ballot Measure

Item 13.

Ballot Proposition

CITY OF MERCER ISLAND PROPOSITION NO. 1 PUBLIC SAFETY AND MAINTENANCE FACILITY BONDS

The City Council of the City of Mercer Island passed Ordinance 25-13 concerning a proposition to finance a Public Safety and Maintenance Facility. If approved, this proposition authorizes the City to design, construct, and equip seismically resilient Risk Category IV buildings to house the Police Department, Public Works Maintenance teams, Emergency Operations Center, Information Technology, Geographic and Information Systems, and Customer Service teams; issue up to \$103,160,000 of general obligation bonds maturing within a maximum term of 25 years; and levy annual excess property taxes to repay the bonds, as provided in Ordinance 25-13.

Should this proposition be approved:

YES? ☐

NO? ☐

Explanatory Statement

Proposition No. 1
Submitted by City of Mercer Island, Washington

PUBLIC SAFETY AND MAINTENANCE FACILITY BONDS

Permanent facilities for the City of Mercer Island's essential services are aging and/or failing and require replacement. These facilities are critical for public safety, emergency and storm response, well maintained and safe streets, water and sewer maintenance, snow and ice removal, and safe and clean parks, open space areas, and trails.

Proposition 1 authorizes the City to issue bonds to fund the design and construction of a Public Safety and Maintenance Facility that will replace the existing Public Works building, maintenance yard, and temporary police facilities. The new facilities will provide a permanent location for the City's Police Department, Public Works Maintenance teams, Emergency Operations Center, Information Technology, Geographic Information Systems, and Customer Service teams.

The project will be constructed on City land at the site of the existing City Hall and Public Works Building, and includes a police precinct and office building, a maintenance building, an operations yard, decant and wash bay facilities, and covered vehicle, equipment, and materials storage. The buildings are designed to Risk Category IV to withstand seismic events. The facilities will support increased operational efficiencies, extend vehicle and equipment lifespans, improve emergency response, and restore in-person customer service.

Proposition 1 authorizes the issuance of up to \$103,160,000 of general obligation bonds and the levy of excess property taxes to repay the bonds over 25 years. This amounts to about \$55 per month for a \$2,000,000 home.

Next Steps

- Upon council approval of Ordinance No. 25-13, the City Clerk will submit the Ordinance and the Explanatory Statement to King County Elections by the August 5, 2025 deadline for inclusion on the November 4, 2025 General Election ballot

Staff Recommendation

Item 13.

1. Adopt Ordinance No. 25-13, providing for the submission on the November 4, 2025 election, a ballot measure for the Public Safety and Maintenance Facility Bonds.

Questions

Jessi Bon, City Manager

Matt Mornick, Finance Director

Robbie Cunningham Adams, Senior Management Analyst

Deanna Gregory, Partner, Pacific Law Group

Justin Monwai, Senior Vice President, Piper Sandler & Co.





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6737
July 15, 2025
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6737: Public Safety and Maintenance Facility Bond Measure Pro and Con Committee Appointments (Res. No. 1671)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
RECOMMENDED ACTION:	Approve Resolution No. 1671 appointing members to the Public Safety and Maintenance Facility bond measure pro and con committees.	

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager Robbie Cunningham Adams, Senior Management Analyst
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Resolution No. 1671 Appointing Members to the Public Safety and Maintenance Facility Bond Measure Pro and Con Committees
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 appoint the members of the Pro and Con Committees for the upcoming Public Safety and Maintenance Facility Bond measure appearing on the November 4, 2025, General Election Ballot.

- For each ballot measure that will appear in the voters' pamphlet, RCW 29A.32.280 requires the City Council to formally appoint a Pro and a Con Committee no later than the resolution filing deadline.
- The Pro and Con Committees agree to submit statements in favor of and in opposition to the Public Safety and Maintenance Facility bond measure for the local voters' pamphlet.
- The City Manager and staff began soliciting applicants from the community to serve on the Pro and Con Committees in June. The solicitation included an article on the [PSM Let's Talk Page](#), an article in the MI Weekly e-newsletter, and advertisements in the MI Reporter.
- All applications will be forwarded to City Council for review by the close of business on Friday, July 11, 2025.
- The City Council will select up to three individuals for each committee and approve Resolution No. 1671 (Exhibit 1).

BACKGROUND

Public Safety and Maintenance Facility Bond Measure

At the July 1, 2025 City Council meeting, Ordinance No. 25-13 related to the bond measure for the Public Safety and Maintenance Facility was presented to the City Council for first reading. Staff provided an overview of the elements of City bond ordinances and the current status of City debt. Staff received City Council feedback on draft Ordinance No. 25-13, which includes the ballot title, ballot description, and the length of the repayments scheduled for the bonds ([AB 6715](#)).

With the passage of the 1% for Art in Public Places Fund Code Amendments ([AB 6725](#)) earlier in the meeting, the City Council directed staff to fully exempt the PSM Facility from the 1% for Art contribution requirement. This reduces the estimated project budget by an estimated \$740,000 from \$103,900,000 to a total project budget of \$103,160,000.

Staff is presenting Ordinance No. 22-13 for a second reading and adoption at an earlier agenda item at the July 15, 2025 City Council meeting (AB 6736).

Voters' Pamphlet

Prior to each election, King County Elections must produce and distribute a local voters' pamphlet (RCW 29A.32.210). For any ballot measure, the voters' pamphlet must include, at a minimum:

- The text of each measure (ballot title),
- An explanatory statement, and
- Arguments for and against the measure prepared by pro and con committees.

For each ballot measure that will appear in the voters' pamphlet, RCW 29A.32.280 requires the City Council to formally appoint two committees no later than the resolution filing deadline:

- A "pro" committee of no more than three people to prepare arguments advocating for the measure's approval. This committee must consist of people who live on Mercer Island and are known to favor the measure.
- A "con" committee of no more than three people to prepare arguments against the measure. This committee must consist of people who live on Mercer Island and are known to oppose the measure.

These committees may seek the advice of others. The committees may include City elected officials or staff members, but the staff/officials must keep their campaign activities completely separate from their public duties and may not use public facilities to support or oppose the ballot measure.

The statements submitted by the committees will appear in the local voters' pamphlet. Each committee will have the opportunity to read the opposing committee's submitted statement and provide a short rebuttal statement that will also appear in the voters' pamphlet. The word limits, deadlines, use of rebuttal statements, and any other requirements are determined by King County Elections.

In the event that the City is unable to appoint committee members by the deadline, King County Elections may appoint committee members. If a committee has not been formed, King County Elections will place a call out to the public on their website. If no eligible person comes forward during the allotted timeframe, King County Elections will notify the City. If a committee is formed, King County Elections will notify both the City and committee members of the existing committee in favor or in opposition.

If no pro/con statement is produced, the King County Elections will include a statement in the voters' pamphlet stating that no person in the City of Mercer Island contacted King County Elections to provide a statement and that there are no statements for that measure.

ISSUE/DISCUSSION

Pro and Con Committee Recruitment

After receiving direction from the City Council on June 17, 2025, to prepare a bond measure to fund the design and construction of the Public Safety and Maintenance Facility ([AB 6712](#)), staff solicited applicants from the community to serve on the Pro and Con Committees. The solicitation is similar to what is typically done for board and commission recruitments, with recruitment announcements provided across multiple communication channels. The applications received will be sent to the City Council for review by the close of business on Friday, July 11, 2025.

NEXT STEPS

Upon approval of Resolution No. 1671, the City Clerk will submit to King County Elections the Pro and Con Committee appointment form by the 4:30 pm August 5, 2025 deadline.

Additionally, the City Clerk will inform the appointed Pro and Con Committees of the rules, procedures, and deadlines for submitting statements for the local voters' pamphlet. The City will share with the appointed committee members the King County Local Voters' Pamphlet packet.

RECOMMENDED ACTION

Approve Resolution No., 1671 and appoint _____ to the Pro Committee and _____ to the Con Committee.

**CITY OF MERCER ISLAND, WASHINGTON
RESOLUTION NO. 1671**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON,
APPOINTING PRO/CON COMMITTEE MEMBERS FOR SUBMISSION OF
STATEMENTS IN FAVOR OR AGAINST PROPOSITION 1 (BOND ISSUANCE
FOR THE PUBLIC SAFETY AND MAINTENANCE FACILITY) FOR THE LOCAL
VOTERS' PAMPHLET FOR THE NOVEMBER 4, 2025 ELECTION.**

WHEREAS, on July 15, 2025, the City Council (the "Council") of the City of Mercer Island, Washington (the "City") adopted Ordinance No. 25-13, authorizing the submission of a ballot proposition to the City's voters at the November 4, 2025 election (the "Proposition"); and

WHEREAS, if approved by the voters, the Proposition would authorize the City to issue general obligation bonds in an amount not to exceed \$103,160,000 and to use proceeds of such bonds to design, construct, and equip seismically resilient Risk Category IV buildings to house the Police Department, Public Works Maintenance teams, Emergency Operations Center, Information Technology, Geographic and Information Systems, and Customer Service teams, and to levy excess property taxes to pay such bonds; and

WHEREAS, pursuant RCW 29A.32.280, the City Council now desires to appoint committee members to prepare arguments advocating voters' approval of the Proposition, and committee members to prepare arguments advocating voters' rejection of the Proposition; and

WHEREAS, the City Clerk solicited applications for said appointments.

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

Section 1. Selection of Committee Members.

- (a) The following persons are hereby appointed to prepare a statement advocating voters' approval of the Proposition:

1. _____
2. _____
3. _____

- (b) The following persons are hereby appointed to prepare a statement advocating voters' rejection of the Proposition:

1. _____
2. _____
3. _____

Section 2. Severability. In the event that any provision of this ordinance shall be held to be invalid, such invalidity shall not affect or invalidate any other provision of this ordinance or the levies as set forth in Ordinance No. 25-13, but they shall be construed and enforced as if such invalid provision had not been contained herein; provided, however, that any provision which shall for any reason be held to be invalid shall be deemed to be in effect to the extent permitted by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON JULY 15, 2025.

CITY OF MERCER ISLAND

Salim Nice, Mayor

ATTEST:

Andrea Larson, City Clerk



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6732
July 15, 2025
Public Hearing

AGENDA BILL INFORMATION

TITLE:	AB 6732: Public Hearing on Interim Regulations in MICC 19.16.010 Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing (First Reading, Ordinance No. 25-15)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Hold public hearing and schedule Ordinance No. 25-15 for second reading on September 2, 2025.	

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. Ordinance No. 25-15
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 hold a public hearing on the renewal of interim regulations previously adopted to amend standards in Mercer Island City Code (MICC) [19.16.010](#) related to emergency shelters and housing, transitional housing, and permanent supportive housing in response to HB 1220.

- During the 2021 state legislative session, the legislature passed [HB 1220](#), requiring amendment of MICC Title 19. The timeline imposed by this legislation required the City to comply with the new requirements by September 30, 2021.
- On September 21, 2021, the City Council adopted [Ordinance No. 21C-23](#) which established interim regulations for special needs group housing and social service transitional housing to comply with HB 1220.
- The interim regulations have been renewed several times by Ordinance Nos. 22C-14, 23C-02, and 23C-11.
- On April 2, 2024, the interim regulations were reinstated for one year by [Ordinance No. 24C-03](#). This ordinance became effective on April 2, 2024.
- The reinstated interim regulations were renewed again on March 18, 2025 for six months by [Ordinance No. 25C-05](#).
- The current interim regulations will expire on October 2, 2025. The City must renew the interim regulations to remain in compliance with state law.

- Ordinance No. 25-15 would renew the interim regulations established by Ordinance No. 24C-03 for six months; maintaining compliance with state law (Exhibit 1).

BACKGROUND

HB 1220: Emergency Shelters and Housing

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

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

Additionally, the Washington State Department of Commerce (Commerce) published guidance on what they refer to as [STEP Housing](#) in 2024. STEP Housing includes emergency shelter, transitional housing, emergency housing and permanent supportive housing. This guidance is intended to assist local jurisdictions in complying with the requirements of HB 1220 and related state and federal laws.

The City's development code currently includes some spacing restrictions in [MICC 19.06.080 – Siting of group housing](#); staff recommends retaining these restrictions for now and will further evaluate them for compliance with HB 1220 and the new Commerce guidance when developing a permanent code amendment.

Projected Housing Need

In 2024, the City adopted an updated Comprehensive Plan, which included projected housing needs for emergency housing and permanent supportive housing ([Ordinance No. 24C-16](#)). As the City develops permanent regulations for special needs group housing and social service transitional housing, the permanent regulations will be analyzed to ensure that the proposed regulations provide adequate development capacity for the projected housing need and that they are consistent with WA Department of Commerce guidance.

ISSUE/DISCUSSION

Interim regulations were adopted in 2021 to comply with the emergency and permanent supportive housing provisions in HB 1220. The interim regulations were subsequently renewed for three successive 6-month periods thereafter. On April 2, 2024, the interim regulations were reinstated for one year by [Ordinance No. 24C-03](#). These reinstated interim regulations were renewed for six months on March 18, 2025 by [Ordinance No. 25C-05](#). These interim regulations will expire on October 2, 2025 unless renewed.

Ordinance No. 25-15 would renew the interim regulations established by Ordinance No. 24C-03 and maintain compliance with the state law. Renewing the interim regulations would provide the City time to develop permanent regulations. A process to develop permanent regulations to replace the interim regulations is expected to begin before the end of 2025, with adoption anticipated in 2026.

Ordinance No. 25-15

HB 1220 Section 4 requires the City to allow (1) transitional housing and permanent supportive housing in any zones in which residential dwelling units or hotels are allowed, and (2) indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.

The City currently allows social service transitional housing and special needs group housing as defined in [MICC 19.16.010](#) in residential zones. The definitions for these uses include many uses similar to those required by HB 1220 Section 4 and only require minor clarifying amendments to be consistent (Exhibit 1). Ordinance No. 25-15 would amend the definitions for social service transitional housing and special needs group housing as follows:

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

Special Needs Group Housing: Noninstitutional group housing that primarily supports unrelated persons with handicaps or persons protected by familial status within the meaning of the FHAA, but not including individuals whose tenancy would constitute a direct threat to the health and safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. Special needs group housing includes, but is not limited to, foster family homes, adult family homes and residential care facilities as provided in Chapter 70.128 RCW, but excludes facilities ~~that typically cannot be accommodated in a single-family residential structure~~ such as hospitals, nursing homes, assisted living facilities and detention centers. Further, the term shall include “permanent supportive housing” as defined in RCW 36.70A.030 or as hereafter amended.

NEXT STEPS

After the interim regulations are renewed, staff will prepare permanent code amendments to comply with HB 1220 for City Council consideration.

RECOMMENDED ACTION

Hold public hearing and schedule Ordinance No. 25-15 for second reading on September 2, 2025.

**CITY OF MERCER ISLAND
ORDINANCE NO. 25-15**

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, RENEWING INTERIM REGULATIONS ON DEFINITIONS RELATING TO EMERGENCY SHELTERS AND HOUSING, TRANSITIONAL HOUSING, AND PERMANENT SUPPORTIVE HOUSING ADOPTED BY ORDINANCE 24C-03; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

WHEREAS, the City Council has adopted ordinance 22C-14 on September 21 2022, Ordinance 23C-02 on March 21, 2023, and Ordinance 23C-11 on September 5, 2023 to renew the interim regulations established by Ordinance 21C-23 for additional six-month periods; and

WHEREAS, the City Council adopted Ordinance 24C-03 on April 2, 2024, reinstating the lapsed interim regulations established by Ordinance 21C-23 for one year; and

WHEREAS, the City Council adopted Ordinance 25C-05 on March 18, 2025, renewing the reinstated interim regulations established by 24C-03 for six months; and

WHEREAS, the City is authorized under RCW 35A.63.220 and 36.70A.390 to renew interim zoning and official controls for an additional six-month period, provided a public hearing is held prior to renewal; and

WHEREAS, the adoption of permanent regulations is expected by the end of 2025; and

WHEREAS, the City Council held a public hearing on July 15, 2025; 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 HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings. The findings adopted for Ordinances No. 21C-23, 22C-14, 23C-02, 23C-11, 24C-03, 25C-05 and the “Whereas Clauses” set forth in the recitals of this ordinance are hereby adopted as the findings of fact of the City Council for passing this ordinance.

Section 2. Renewed. The interim regulations adopted by Ordinance 24C-03, and renewed by 25C-05, are renewed again.

Section 3. Duration of Interim Zoning and Official Controls. The interim zoning and official controls renewed by this ordinance shall be effective for a period of six months, unless repealed, extended, or modified by the City Council.

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, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance or the amended code section.

Section 5. Effective Date. This ordinance shall take effect and be in force on October 2, 2025, provided 5 days have passed since its passage and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON SEPTEMBER 2, 2025.

CITY OF MERCER ISLAND

Salim Nice, Mayor

Approved as to Form:

ATTEST:

Bio Park, City Attorney

Andrea Larson, City Clerk

Date of Publication:



AB 6732: Public Hearing on Renewal of Interim Regulations Related to Emergency Shelters, Transitional Housing, and Permanent Supporting Housing

City Council Regular Meeting
July 15, 2025
Molly McGuire, Senior Planner
Community Planning & Development



Background

- 2021 – State legislature passed HB 1220, requiring amendments to MICC Title 19 by September 30, 2021 (Ord. 21C-23)
- 2022-2023 – Interim regulations renewed three times
- 2024 – Interim regulations reinstated for one year (Ord. 24C-03)
- March 18, 2025 – Interim regulations renewed for an additional 6-months (Ord. 25C-05)
 - Interim regulations will expire on October 2, 2025 if not renewed

HB1220: Emergency Shelters and Housing

- Transitional or permanent supportive housing and indoor emergency shelters and housing in residential zones and zones where hotels are allowed
- Regulations regarding occupancy, spacing, and intensity must be reasonable

STEP Housing Guidance

- Published by Commerce in 2024
- Restrictions will be further evaluated for compliance with HB 1220 and Commerce Guidance when developing permanent regulations

Ordinance No. 25-15

- Renews the interim regulations established by Ordinance No. 24C-03 with no changes
 - Amended MICC 19.16.010, definitions of social service transitional housing and special needs group housing to comply with HB 1220 Section 4
- Permanent regulations are expected to be adopted by the end of 2025.

Recommended Action

- Hold public hearing and schedule Ordinance No. 25-15 for second reading on September 2, 2025



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6735
July 15, 2025
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6735: Scope of Work for an Omnibus Ordinance Related to Permanent Regulations for Housing Production and Permit Streamlining	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Approve the scope of work and direct the Planning Commission to commence legislative review.	

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, CPD Director Adam Zack, Principal Planner
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Housing Production and Permit Streamlining Omnibus Ordinance Scope of Work
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

Staff request City Council approval of a scope of work for adoption of an omnibus ordinance to streamline regulations for residential development and establish permanent regulations to address the several interim ordinances the City has adopted (omnibus ordinance). The scope of work provided in Exhibit 1 would direct a project to adopt the omnibus ordinance before the end of 2025.

- In the last few years, the WA Legislature has adopted many bills related to increasing housing supply and lower housing costs 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 with permanent regulations.
- Staff have prepared a scope of work outlining the process of replacing the interim ordinances with permanent regulations that are adopted through a combined legislative review and a single ordinance.

- Setting a scope of work will provide direction for staff and the Planning Commission on the Council's preferred timeline and approach for this project.

BACKGROUND

Beginning in 2020, the WA State Legislature enacted a series of bills focused on 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 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 either renewed every 6-12 months or replaced by permanent regulations to maintain compliance with state law.

Approach: Omnibus Ordinance

Rather than prepare a series of several individual ordinances to adopt permanent regulations to replace each interim ordinance, the City can adopt one omnibus ordinance to replace them all at once. An omnibus ordinance 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. Table 1 lists the statewide legislation compliance that will be addressed by the omnibus ordinance.

Table 1. Compliance Topics to be Addressed by the Omnibus Ordinance.

Topic	Description	MICC Chapters Affected	RCW Reference	Interim Ordinance #
HB 1220	Affordable and emergency housing.	19.02, 19.11	36.70A.070	25C-05
HB 6015	Residential parking requirements	19.02, 19.03, 19.11, 19.12	36.70A.622	25C-08
HB 1293	Clear and objective design standards	19.03, 19.06, 19.11, 19.12, 19.15, 19.16	36.70A.630	25C-11
SB 5290	Permit review timelines	19.15	36.70B.080	24C-17
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	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 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 users who the official responsible for review is.

The omnibus ordinance will not include regulations for middle housing, ADUs, and unit lot subdivision. Given the expected public interest in these amendments and that they largely affect single-family zones, staff will prepare a separate scope of work, schedule, and public participation plan for these amendments. This will allow for additional public outreach without delaying the adoption of an omnibus ordinance addressing all other interim ordinances.

The omnibus ordinance will not include amendments to comply with state legislation adopted in 2025. Staff have not yet had the capacity to conduct a full analysis of the new requirements, and deadlines for compliance with these new requirements range from 2026 to 2029 or beyond. Since there is still ample time for compliance with these requirements they will be addressed through separate amendments in the future.

Scope of Work

The omnibus ordinance to adopt permanent amendments to replace all of the interim ordinances is expected to amend nearly every chapter of the development code in [Title 19 MICC](#). An approved scope of work (Exhibit 1) will give the Planning Commission clear directions from the City Council. Approving the scope will also give the public a clear schedule for providing comments on the proposed amendments.

ISSUE/DISCUSSION

The draft scope of work outlines a project to adopt an omnibus ordinance to establish permanent regulations and replace the interim ordinances the City has adopted over the last handful of years (Exhibit 1). This scope details a project that will conclude before the end of the year. The key dates from the scope of work are:

- **July 23** – Planning Commission briefing on the Council directed scope and seven issues listed in Table 1.
- **August 11** – Public release of code amendment package with 30-day comment period
- **September 10** – Planning Commission briefing on code amendments
- **September 24** – Planning Commission public hearing on code amendments
- **October 8** – Planning Commission work session and recommendation
- **October 22** – Planning Commission work session and recommendation (if necessary)
- **November 7** – City Council first reading of omnibus ordinance
- **November 14** – City Council second reading and adoption of omnibus Ordinance
- **December 31** – Omnibus Ordinance effective date

NEXT STEPS

Work on the omnibus ordinance will begin immediately once the City Council approves the scope of work. The Planning Commission will conduct its review during the summer and early fall, with the draft ordinance expected to come back to City Council in November for final review and adoption.

RECOMMENDED ACTION

Approve the scope of work and direct the Planning Commission to commence legislative review.

Housing Production and Permit Streamlining Omnibus Ordinance

Legislative Review

PROJECT DESCRIPTION

This project will encompass the legislative review of an omnibus ordinance to replace nearly all interim ordinances currently amending Title 19 of the Mercer Island City Code (MICC). The interim ordinances pertaining to middle housing, accessory dwelling units (ADUs), and unit lot subdivision (ULS) will not be replaced with permanent amendments during this project.

PROJECT QUICK FACTS

Approximate Start Date:	July 23, 2025
Approximate End Date:	December 31, 2025
Project Manager:	Adam Zack, Principal Planner
Consultants:	N/A
Related Budget Codes:	N/A
Estimated Number of Planning Commission Meetings:	6
Estimated Number of Council Touches:	2

BACKGROUND

Beginning in 2020, the WA State Legislature enacted a series of bills focused on 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 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 either renewed every 6-12 months or replaced by permanent regulations to maintain compliance with state law.

Approach: Omnibus Ordinance

Rather than prepare a series of several individual ordinances to adopt permanent regulations to replace each interim ordinance, the City can adopt one omnibus ordinance to replace them all at once. An omnibus ordinance 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. Table 1 lists the statewide legislation compliance that will be addressed by the omnibus ordinance.

Table 1. Compliance Topics to be Addressed by the Omnibus Ordinance.

Topic	Description	MICC Chapters Affected	RCW Reference	Interim Ordinance #
HB 1220	Affordable and emergency housing.	19.02, 19.11	36.70A.070	25C-05
HB 6015	Residential parking requirements	19.02, 19.03, 19.11, 19.12	36.70A.622	25C-08
HB 1293	Clear and objective design standards	19.03, 19.06, 19.11, 19.12, 19.15, 19.16	36.70A.630	25C-11
SB 5290	Permit review timelines	19.15	36.70B.080	24C-17
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	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 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 users who the official responsible for review is.

The omnibus ordinance will not include regulations for middle housing, ADUs, and unit lot subdivision. Given the expected public interest in these amendments and that they largely affect single-family zones, staff will prepare a separate scope of work, schedule, and public participation plan for these amendments. This will allow for additional public outreach without delaying the adoption of an omnibus ordinance addressing all other interim ordinances.

The omnibus ordinance will not include amendments to comply with state legislation adopted in 2025. Staff have not yet had the capacity to conduct a full analysis of the new requirements, and deadlines for compliance with these new requirements range from 2026 to 2029 or beyond. Since there is still ample time for compliance with these requirements they will be addressed through separate amendments in the future.

Summary of Amendments Expected

Table 2 lists the chapters of Title 19 MICC that are expected to be amended during this project and the topic that amendment is expected to address.

Table 2. MICC Chapters Expected to be Amended by This Project.

Chapter	Topic Addressed
19.01	DC
19.02	DC, House Bill (HB) 1220, HB 6015
19.03	HB 6015, DC
19.04	DC
19.05	DC
19.06	HB 1293, DC, HB 1220, HB 1998
19.10	DC
19.11	DC, HB 1293, HB 1220, Comp Plan Implementation, HB 6015, HB 1998
19.12	DC, HB 1293, HB 6015
19.15	SB 5290, DC, HB 1293, consistency with other changes
19.16	Consistency with other changes
Appendix C	DC

PUBLIC PARTICIPATION

The project will utilize the standard public participation required for every code amendment as established in Title 19 MICC. The standard public participation process includes the following public participation steps

- SEPA Comment Period
- Public access at six Planning Commission meetings
- Public hearing notice and public comment period at least 30 days prior to the Planning Commission public hearing.
- Public hearing on September 24, 2025, Planning Commission meeting
- Public access on November 7, 2025, Council first reading
- Public access on November 14, 2025, Council first reading

PUBLIC MEETINGS

The project is expected to be completed by December 31, 2025. The Planning Commission review will begin in July 2025 and conclude with its recommendation in October. The City Council is expected to hold its first and second readings in November. The omnibus ordinance will have a December 31, 2025, effective date. The project master schedule is provided in Table 3.

Table 3. Project Master Schedule.

Task #	Description	2025					
		J	A	S	O	N	D
1	July 15 – City Council direction on scope of work	J	A	S	O	N	D
2	July 23 – Planning Commission work session going over Council directed scope and summarizing the seven issues: (1) HB 6015, (2) HB 1293, (3) HB 1220, (4) SB 5290, (5) HB 1998, (6) Comprehensive Plan implementation, and (7) DC (see Table 2).	J	A	S	O	N	D
3	August 11 – Public release of code amendment package with 30-day comment period	J	A	S	O	N	D
4	September 10 – Planning Commission briefing on code amendments	J	A	S	O	N	D
5	September 24 – Planning Commission public hearing on code amendments	J	A	S	O	N	D
6	October 8 – Planning Commission work Session and recommendation	J	A	S	O	N	D
7	October 22 – Planning Commission work session and recommendation	J	A	S	O	N	D
8	November 7 – City Council first reading of omnibus ordinance	J	A	S	O	N	D
9	November 14 – City Council second reading and adoption of omnibus Ordinance	J	A	S	O	N	D
10	December 31 – Omnibus Ordinance Effective Date	J	A	S	O	N	D

AB 6735

Scope of Work for an Omnibus Ordinance Related to Permanent Regulations for Housing Production and Permit Streamlining

July 15, 2025

Community Planning and Development

Jeff Thomas, CPD Director

Adam Zack, Principal Planner



Purpose



Seeking City Council approval of a proposed scope of work for an omnibus ordinance to streamline regulations for residential development and establish permanent regulations that address the several interim ordinances the City has adopted.

Background

- The WA State Legislature has adopted many bills in recent years that require local jurisdictions to amend their development code.
- Since 2021, the City has adopted several interim ordinances to maintain compliance with state law.
- Interim ordinances must be renewed regularly until they are replaced with permanent amendments.

Omnibus Ordinance

- Staff propose the City adopt an omnibus ordinance to address all interim ordinances at the same time.
- Many sections of the MICC are amended by more than one interim ordinance.
- Considering an omnibus ordinance will allow for comprehensive review of the sum-total of amendments.

Topics to be Addressed by the Omnibus Ordinance

Topic	Description	RCW Reference	Interim Ordinance #
HB 1220	Affordable and emergency housing.	36.70A.070	25C-05
HB 6015	Residential parking requirements	36.70A.622	25C-08
HB 1293	Clear and objective design standards	36.70A.630	25C-11
SB 5290	Permit review timelines	36.70B.080	24C-17
HB 1998	Co-Living Housing	36.70A.535	N/A
Design Commission (DC)	Remove references to Design Commission review	N/A	25C-14
Comprehensive Plan Implementation	In 2024, the City Council updated the Comprehensive Plan and made implementing amendments to the Town Center development code.	36.70A.130	24C-18

Middle Housing, ADUs, and Unit Lot Subdivision

- The omnibus ordinance will not include permanent regulations for middle housing (HB 1110), accessory dwelling units (ADUs)(HB 1337), and unit lot subdivision.
- Staff will return with a scope of work for these permanent regulations in early 2026.
- The scope will include additional public outreach given the public interest in these regulations.

Scope of Work

- A scope and schedule will give the Planning Commission clear direction of the preferred timeframe to deliver their recommendation.
- The proposed schedule plans for up to five Planning Commission touches to prepare their recommendation.
- City Council would consider adoption of permanent regulations before the end of 2025.

Schedule & Next Steps

July 23 – Planning Commission briefing on the Council directed scope and seven issues listed in Table 1.

August 11 – Public release of code amendment package with 30-day comment period

September 10 – Planning Commission briefing on code amendments

September 24 – Planning Commission public hearing on code amendments

October 8 – Planning Commission work session and recommendation (if necessary)

October 22 – Planning Commission work session and recommendation (if necessary)

November 4 – City Council first reading of omnibus ordinance

November 18 – City Council second reading and adoption of omnibus Ordinance

December 31 – Omnibus Ordinance effective date

Recommended Action

Approve the scope of work and direct the Planning Commission to commence legislative review.



2025 PLANNING SCHEDULE

Item 17.

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.

AUGUST 5, 2025 – POTENTIALLY CANCELED				DD	FN	CA	Clerk	CM
ABSENCES:				7/25	7/28	7/28	7/29	7/29
ITEM TYPE TIME TOPIC						STAFF		
STUDY SESSION								
SPECIAL BUSINESS								
CONSENT AGENDA								
REGULAR BUSINESS								
EXECUTIVE SESSION								

AUGUST 19, 2025 – POTENTIALLY CANCELED				DD	FN	CA	Clerk	CM
ABSENCES:				8/8	8/11	8/11	8/12	8/12
ITEM TYPE TIME TOPIC						STAFF		
STUDY SESSION								
SPECIAL BUSINESS								
CONSENT AGENDA								
REGULAR BUSINESS								

EXECUTIVE SESSION**SEPTEMBER 2, 2025**

ABSENCES:

DD
8/22FN
8/25CA
8/25Clerk
8/26CM
8/26**ITEM TYPE | TIME | TOPIC****STAFF****STUDY SESSION**

AB xxxx: Emergency Management Program and Comprehensive Emergency Management Plan (CEMP) Overview

Amanda Keverkamp

SPECIAL BUSINESS**CONSENT AGENDA**

--	AB xxxx: July 10, 2025 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: July 25, 2025 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: August 8, 2025 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: August 25, 2025 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: Certification of Claims June 16-30, 2025	LaJuan Tuttle/Ashley Olson
--	AB xxxx: Certification of Claims July 1-15, 2025	LaJuan Tuttle/Ashley Olson
--	AB xxxx: Certification of Claims July 16-31, 2025	LaJuan Tuttle/Ashley Olson
--	AB xxxx: Certification of Claims August 1-15, 2025	LaJuan Tuttle/Ashley Olson
--	AB xxxx: National Recovery Month, Proclamation No. xxx	Mayor Nice/Derek Franklin
--	AB xxxx: Mayor's Day of Concern for the Hungry, Proclamation No. xxx	Mayor Nice/Derek Franklin
--	AB xxxx: Childhood Cancer Awareness Month, Proclamation No. xxx	Mayor Nice/Andrea Larson
--	AB xxxx: National Preparedness Month, Proclamation No. xxx	Amanda Keverkamp
--	AB xxxx: Ratification of Mercer Island's Comprehensive Emergency Management Plan (CEMP)	Amanda Keverkamp
--	AB xxxx: Interim regulations in MICC 19 related to emergency shelters and housing, transitional housing and permanent supportive housing (HB 1220) (Second Reading of Ordinance No. 25C-xx)	Alison Van Gorp/Molly McGuire
--	AB xxxx: Luther Burbank Park South Shoreline Restoration Project Closeout	Jason Kintner/Shelby Perrault/Paul West
--	AB xxxx: Second Reading of Ordinance No. 25-21 Related to Financing for the Acquisition of Real Property by Eminent Domain	Matt Mornick

REGULAR BUSINESS

EXECUTIVE SESSION**SEPTEMBER 16, 2025**

ABSENCES:

DD
9/5FN
9/8CA
9/8Clerk
9/9CM
9/9**ITEM TYPE | TIME | TOPIC****STAFF****STUDY SESSION****SPECIAL BUSINESS****CONSENT AGENDA**

--	AB xxxx: September 10, 2025 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: Certification of Claims August 16-31, 2025	LaJuan Tuttle/Ashley Olson
--	AB xxxx: Peace Day on Mercer Island, Proclamation No. xxx	Mayor Nice/Andrea Larson
--	AB xxxx: 2025 Work Plan Update	Jessi Bon/Casey Thompson
--	AB xxxx: Approval of 6-Year Workplan for Art in Public Places	Jason Kintner/Sarah Bluvus

REGULAR BUSINESS

15	AB xxxx: Briefing on in-lieu of fee work for town center affordable housing	Jeff Thomas/Alison Van Gorp
30	AB xxxx: Q2 2025 Financial Status Update and Budget Amending Ordinance	Ben Schumacher/ Matt Mornick
20	AB xxxx: 2024 MIPD Annual Report	Michelle Bennet/Mike Seifert/Jeff Magnan
20	AB xxxx: Public Safety Ordinances Study Session	Michelle Bennet/Mike Seifert/Amelia Tjaden

EXECUTIVE SESSION**OCTOBER 7, 2025**

ABSENCES:

DD
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9/30**ITEM TYPE | TIME | TOPIC****STAFF****STUDY SESSION****SPECIAL BUSINESS****CONSENT AGENDA**

--	AB xxxx: September 25, 2025 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: Certification of Claims September 1-15, 2025	LaJuan Tuttle/Ashley Olson
--	AB xxxx: Domestic Violence Action Month, Proclamation No. xxx	Mayor Nice/Derek Franklin
--	AB xxxx: Arbor Day, Proclamation No. xxx	Mayor Nice/Andrew Prince
--	AB xxxx: Indigenous Peoples' Day, Proclamation No. xxx	Mayor Nice/Andrea Larson

REGULAR BUSINESS**EXECUTIVE SESSION****OCTOBER 21, 2025**

ABSENCES:

DD
10/10**FN**
10/13**CA**
10/13**Clerk**
10/14**CM**
10/14**ITEM TYPE | TIME | TOPIC****STAFF****STUDY SESSION****SPECIAL BUSINESS****CONSENT AGENDA**

--	AB xxxx: October 10, 2025 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: Certification of Claims September 16-30, 2025	LaJuan Tuttle/Ashley Olson

REGULAR BUSINESS

30	AB xxxx: 2025-2026 Mid-Biennial Budget Revenue Forecast	Matt Mornick
60	AB xxxx: Capital Project Update	Jason Kintner/Kellye Hilde

EXECUTIVE SESSION