



CITY OF MERCER ISLAND

CITY COUNCIL REGULAR HYBRID MEETING

Tuesday, March 3, 2026 at 5:00 PM

MERCER ISLAND CITY COUNCIL:

Mayor David Rosenbaum, Deputy Mayor Daniel Becker,
Councilmembers: Lisa Anderl, Julie Hsieh,
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) 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 will start sometime after 5:00 PM) by:

- **Telephone:** Call 253.215.8782 and enter Webinar ID 890 0545 3577 and Password 730224
- **Zoom:** Click this [link](#) (Webinar ID 890 0545 3577; Password 730224)
- **In Person:** Mercer Island Community & Event Center – Slater Room Council Chambers (8236 SE 24th Street, Mercer Island, WA 98040)

REVISED MEETING AGENDA

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

STUDY SESSION

1. AB 6893: Compliance with Growth Management Hearings Board Order – Follow-Up Discussion on Financing Affordable Housing

Recommended Action: Receive briefing, no action required.

CITY MANAGER REPORT

APPEARANCES

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

CONSENT AGENDA

2. City Council Regular Hybrid Meeting Minutes of February 17, 2026

Recommended Action: Approve the City Council Regular Hybrid Meeting Minutes of February 17, 2026.

3. AB 6873: February 25, 2026 Payroll Certification

Recommended Action: Approve the February 25, 2026 Payroll Certification in the amount of \$968,132.02 and authorize the Mayor to sign the certification on behalf of the entire City Council.

CONSENT AGENDA CONTINUED

4. AB 6874: Certification for Claims Paid February 1, 2026 through February 15, 2026

Recommended Action: Approve the February 1, 2026 through February 15, 2026 Accounts Payable Certification of Claims in the amount of \$3,314,418.50 and authorize the Mayor to sign the certification on behalf of the entire City Council.

5. AB 6858: Second Modification to the Interlocal Agreement for the Independent Force Investigation Team of King County (IFIT-KC).

Recommended Action: Authorize the City Manager to sign the Second Modification to the interlocal agreement between regional law enforcement agencies for the Independent Force Investigation Team of King County.

6. ~~AB 6870: Parking Enforcement System Appropriation Request~~ **Removed 2/27/2026**

7. AB 6875: Forged Fiber 37, LLC Telecommunications Franchise Agreement (Ord. No. 26-01; Second Reading and Adoption)

Recommended Action: Adopt Ordinance No. 26-01, approving a telecommunications franchise agreement with Forged Fiber 37, LLC.

8. AB 6876: Island Crest Way Corridor Improvements Trail Easement

Recommended Action: Authorize the City Manager to relinquish a portion of the pathway easement (recording number 7812260677) in exchange for a new wider trail easement, both to be approved by the City Attorney substantially in the form of Exhibits 2 and 3.

9. AB 6877: Safe Streets and Roads for All Program Grant Agreement

Recommended Action: Authorize the City Manager to accept the Fiscal Year 2024 Safe Street and Roads for All Grant Program award in Exhibit 1 and execute all agreements and amendments related to the grant program.

10. AB 6878: Reservoir Standby Generator Replacement Project Closeout

Recommended Action: Accept the completed Reservoir Standby Generator Replacement Project (WU0119/90.40.0038) and authorize staff to close out the project.

11. AB 6879: Open Space Conservancy Trust 2025 Annual Report and 2026 Work Plan

Recommendation: Accept the 2025 Open Space Conservancy Trust Annual Report and 2026 Work Plan.

12. AB 6889: Virtual Coordination Center Interlocal Agreement with WSDOT

Recommended Action: Authorize the City Manager to execute the interlocal agreement with the Washington State Department of Transportation for participation in the Virtual Coordination Center (VCC) as attached as Exhibit 1.

13. AB 6890: Legislative Review Alternatives to Help City Meet GMHB Order Compliance Deadline (Ordinance No. 26C-03 Second Reading)

Recommended Action: Adopt Ordinance No. 26C-03 delegating to the Hearing Examiner the authority to hold quasi-judicial open record public hearings, and to review and make recommendations on site-specific rezones to the City Council.

14. AB 6892: Facilities Planning Appropriation Request

Recommended Action: Appropriate \$253,000 from the Capital Improvement Fund to the City Facilities Planning Project to support ongoing facility planning efforts, including revisiting renovation cost estimates for the City Hall and Public Works buildings; completing the PSM Facility project review; advancing additional space planning for the 9655 Building; and supporting associated environmental, geotechnical, and project management services.

REGULAR BUSINESS

15. AB 6880: Public Hearing on Interim Regulations in MICC 19.16.010 Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing (Ordinance No. 26-02, First Reading)

Recommended Actions:

- 1) Hold public hearing.
- 2) schedule Ordinance No. 26-02 for second reading on March 17, 2026.

16. AB 6881: Review of City Facility Strategy Community Survey Results

Recommended Action: Receive report. No action necessary.

17. AB 6872: Sustainability Work Program Annual Update

Recommended Action: Receive report. No action necessary.

18. AB 6836: Electric Vehicle Charging Plan Development Update

Recommended Action: Receive report. No action necessary.

OTHER BUSINESS

19. Planning Schedule

20. Councilmember Absences & Reports

EXECUTIVE SESSION

21. Pending or Potential Litigation - 30 Minutes

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

ADJOURNMENT



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6893
March 3, 2026
Study Session

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|--|
| TITLE: | AB 6893: Compliance with Growth Management Hearings Board Order – Follow-Up Discussion on Financing Affordable Housing | <input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution |
| RECOMMENDED ACTION: | Receive briefing, no action required. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | Community Planning and Development |
| STAFF: | Jeff Thomas, Community Planning and Development Director Alison Van Gorp, Community Planning and Development Deputy Director Elliott Weiss, Senior Economist – Community Attributes, Inc. |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | n/a |
| CITY COUNCIL PRIORITY: | n/a |

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

EXECUTIVE SUMMARY

The purpose of this agenda item is to follow up on the City Council briefing provided on February 17, 2026 regarding the Growth Management Hearings Board (GMHB) Order and strategies for supporting the creation of extremely low-income housing ([AB 6865](#)).

- The City completed a periodic review and update of the Mercer Island Comprehensive Plan, which was adopted by the City Council on November 19, 2024 (see [AB 6573](#)).
- The 2024 Comprehensive Plan was appealed to the GMHB on the grounds that the Comprehensive Plan did not adequately plan for and accommodate future affordable housing needs (GMHB Case No. 25-3-0003). On August 1, 2025, the GMHB issued a final decision and order (GMHB Order).
- The GMHB Order found that the City must make changes to its Comprehensive Plan to comply with the Washington State Growth Management Act (GMA). Specifically, the City must amend its Comprehensive Plan to address the following four issues:
 - Land Capacity: Analyze residential land capacity at each housing affordability level and close any identified gaps.
 - Adequate Provisions: Adopt incentives, mandatory provisions, and planned actions (“aka adequate provisions”) that will increase the supply of affordable housing.
 - Station Area Subarea Plan: Adopt a subarea plan for the area around the transit station.
 - Anti-Displacement Measures: Adopt anti-displacement measures to address the potential displacement that can occur with changes in zoning.

- The City must comply with the GMHB Order by July 31, 2026.
- On February 17, 2026, the City Council directed staff to a two-phase compliance strategy, with zoning changes in the first phase focused in the existing Town Center and adjacent multi-family zones.
- The next progress briefing for the City Council is scheduled for March 17, 2026, during which staff will report on public feedback received on the preliminary Station Area Boundary Map and City Council will be asked to finalize the Station Area Boundary to allow for the compliance work to continue.

BACKGROUND

GROWTH MANAGEMENT HEARINGS BOARD FINAL DECISION AND ORDER

Cities and counties in Washington State are required to adopt a comprehensive plan under the Growth Management Act (GMA). The comprehensive plan is a statement of goals and policies that detail how a county or city will manage and accommodate future growth. The goals and policies of the comprehensive plan are implemented through capital investments, development regulations, and programs. The GMA requires cities and counties to periodically review and update their comprehensive plans on a ten-year cycle. Mercer Island most recently completed a periodic review and update of its Comprehensive Plan in 2024 (see [AB 6573](#)).

The 2024 adoption of the Mercer Island Comprehensive Plan periodic review and update was appealed to the GMHB on the grounds that the Comprehensive Plan did not adequately plan for and accommodate future affordable housing needs (GMHB case number 25-3-0003). On August 1, 2025, the GMHB issued a Final Decision and Order (GMHB Order) finding that the Housing Element of the Comprehensive Plan was noncompliant with some of the provisions of the GMA and remanded the Comprehensive Plan to the City for revision.

The Comprehensive Plan adopted in 2024 remains in effect during the remand, but the City must complete work to update the plan and comply with the timeline established by the GMHB Order (RCW 36.70A.300(3)(b)). The compliance timeline is one year from when the GMHB issued its decision; work must be completed by July 31, 2026. Failure to comply with the GMHB Order may result in sanctions against the City (RCW 36.70A.340).

The GMHB Order requires the City to address four issues:

1. Land Capacity: Analyze residential land capacity at each housing affordability level and close any identified gaps.
2. Adequate Provisions: Adopt incentives, mandatory provisions, and planned actions (“aka adequate provisions”) that will increase the supply of affordable housing.
3. Station Area Subarea Plan: Adopt a subarea plan for the area around the transit station.
4. Anti-Displacement Measures: Adopt anti-displacement measures to address the potential displacement that can occur with changes in zoning.

A more in-depth description of the GMHB Order and its implications is provided in [AB 6838](#).

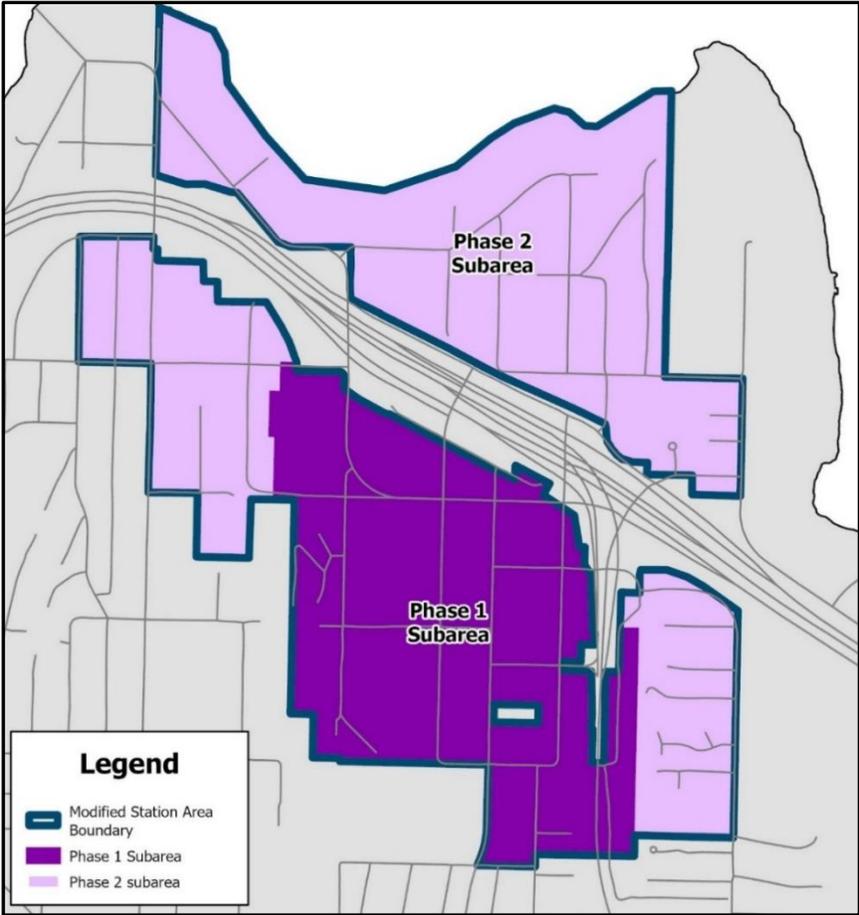
COMPLIANCE STRATEGY

On February 17, 2026 the City Council directed staff to pursue a two-phase compliance strategy whereby upzones and resulting development capacity increases would be limited at this time to the existing Town Center and adjacent multifamily zones, and implementation of the TOD bill ([HB 1491](#)) will be pursued as a second phase of work.

The first phase of the compliance strategy would establish the required transit station subarea and apply required upzones and additional development capacity to comply with the GMHB Order by July 31, 2026. In Figure 1 below, this first phase of work is referred to as the “Phase 1 Subarea.”

The second phase of work, which would commence after July 31, 2026, would apply upzones and resulting development capacity increases to the rest of the station area to comply with the TOD bill implementation deadline in 2029. This second phase of work is referred to as the “Phase 2 Subarea” in Figure 1, below.

Figure 1. Preliminary Modified Station Area and GMA Compliance Phase 1 and Phase 2 Subareas.



Initial analysis of the compliance strategy shows that the proposed increase in development capacity addresses Mercer Island’s affordable housing needs above 30% of Area Median Income (AMI). An affordability gap of 510 extremely low-income units (0-30% AMI) remains. Additional actions by way of adequate provisions will be needed to address this gap.

Adequate Provisions

The City is evaluating the impact of adequate provisions on addressing the remaining affordable housing needs below 30% AMI. Inclusionary zoning and fee in lieu are expected to have the largest effect. These provisions pair a requirement for a percentage of units in a development project to be provided at a certain affordability level, with the option to pay a fee rather than providing the affordable units in the development. The fees collected from this program can then be utilized to support direct delivery of extremely low-income housing units.

Preliminary analysis shows that applying the inclusionary zoning and fee in lieu provisions to the Phase 1 Subarea is expected to leverage adequate funds to produce 190 extremely low-income units, with a remaining gap of 320 units. This concept of “leveraging” funds to support the production of affordable housing units is further explained below, in the Issue/Discussion section.

The cost of providing the remaining 320 units through direct delivery is estimated at \$173 million. This funding gap would need to be addressed through other means, potentially including making public land available for development of affordable housing, partnerships with ARCH and affordable housing providers, and supporting partners in applying for grants, below market loans, and tax credit financing to finance development costs.

ISSUE/DISCUSSION

At the February 17, 2026 City Council meeting, preliminary information was shared regarding strategies for financing affordable housing. Some questions remained about the approach, so this agenda item is being brought back to facilitate a discussion with the City Council on the concept of “leveraging.”

STRATEGIES FOR FINANCING AFFORDABLE HOUSING

Developing affordable housing involves a high degree of complexity, much more so than developing market rate housing. Projects can take several years to get off the ground and involve partnerships and a complex set of financing sources. Cities that are interested in facilitating projects in their jurisdiction typically do so by bringing partnerships and resources together. Successful projects require an experienced developer, available land, local financial resources, and public and private funding and financing. Cities that are members of A Regional Coalition for Housing (ARCH) often work closely with ARCH staff to help facilitate bringing these ingredients together. When cities are able to make available local financial resources, surplus public property, or both, ARCH can partner with the jurisdiction to identify potential development partners, additional local financial resources (such as a contribution from the ARCH Housing Trust Fund), and to develop competitive applications for county, state, federal and private funding sources.

Available Land

Under state law, local jurisdictions can dedicate surplus public property for affordable housing projects ([RCW 39.33.015](#)). Typically, this is existing property that is underutilized or no longer needed. Some jurisdictions also acquire property expressly for the purpose of creating housing. Jurisdictions can also work with partners such as utilities, transit agencies, or religious organizations to identify property in their community that can be made available for affordable housing purposes.

Local Financial Resources

State legislation in recent years has given local jurisdictions some options for accessing revenues for affordable housing development. Counties and cities have the option of enacting a local sales and use tax of up to 0.1 percent to support affordable housing. In addition, HB 1406, approved by the legislature in 2019, provides local revenue sharing to local jurisdictions by providing a 0.0146 percent local sales and use tax credit for affordable housing investments. Mercer Island receives approximately \$40,000 annually from this sales tax credit, which is currently used to support emergency housing assistance.

Cities may also dedicate general fund resources for affordable housing. Mercer Island has historically contributed annually to the ARCH Housing Trust Fund, for example. Together with contributions from other ARCH members, the trust fund is able to support affordable housing projects in East King County each year.

Another viable option for generating local revenue for housing production is a fee in lieu program. As described above, a fee in lieu program permits a developer to pay a fee in place of providing affordable housing that would otherwise be required in their project. Fee in lieu revenue can be collected in a local housing fund and invested into future projects.

Leveraging Resources for Maximum Impact

The term “leverage” or “leveraging” is often used to refer to the situation in which local resources are used to access additional funds to support a project, often through grants or loans. These outside funds supplement local resources and can cover a large proportion of the total cost, multiplying the impact of local investments.

In the simplest terms, “leverage” can be thought of like a home mortgage. A homebuyer is typically required to provide a cash downpayment to access a mortgage loan. The downpayment might be 30% of the total cost of the home. That 30% downpayment can then leverage a loan amount equivalent to the remaining 70% of the total cost of the home.

Similarly, a City might be able to provide a combination of available land and local funds equivalent to a small percentage of the total project cost for an affordable housing development. This equity can be used to leverage public and private grants, loans and tax credits to finance the remaining costs of the project.

In projects funded by the ARCH Housing Trust Fund over the last thirty-plus years, every dollar of local investment has been leveraged with thirteen dollars in other public and private funds. ARCH funded projects have accessed over \$2 Billion in total public and private funds to support local projects using this leveraging concept.

In the Background section of this agenda bill, above, inclusionary zoning coupled with a fee in lieu program are described as leveraging funds adequate to cover the development costs of 190 units of extremely low-income housing under the proposed compliance strategy. This means that funds generated through in-lieu fees could be used to access grants, loans and tax credits that together can cover the development costs for the 190 affordable housing units.

NEXT STEPS

- March 10: Community information session.
- March 13: Public feedback accepted on the preliminary Station Area Boundary Map through March 13, 2026.
- March 17: City Council review and direction on the following: 1) Station Area Boundary Map, 2) Scope, schedule and key policy questions for GMA Compliance.
- Spring: City Council updates, feedback and direction to Planning Commission.
- Spring: Planning Commission public hearing(s) and legislative review of Comprehensive Plan and Development Code amendments and recommendations for City Council.
- Summer: Council review of Planning Commission recommendations, deliberation and adoption.
- July 31: GMHB Order deadline.
- September 15: Compliance hearing on GMHB Order.

RECOMMENDED ACTION

Receive briefing; no action required.



CITY COUNCIL MINUTES REGULAR HYBRID MEETING FEBRUARY 17, 2026

Item 2.

CALL TO ORDER & ROLL CALL

Mayor Dave Rosenbaum 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 Dave Rosenbaum, Deputy Mayor Daniel Becker, and Councilmembers Julie Hsieh, Wendy Weiker and Ted Weinberg attended in person. Councilmembers Lisa Anderl and Craig Reynolds attended by Zoom.

PLEDGE OF ALLEGIANCE

The City Council delivered the Pledge of Allegiance.

AGENDA APPROVAL

It was moved by Weinberg; seconded by Becker to:

Approve the agenda as presented.

PASSED: 7-0

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

CITY MANAGER REPORT

City Manager Jessi Bon reported on the following items:

- **Council, Boards & Commission Meetings:**
 - City Council Meeting on Tuesday, March 3 at 5:00 pm
 - Planning Commission Meeting on Wednesday, February 25 at 6:00 pm
 - Parks & Recreation Commission Meeting on Thursday, February 5 at 5:00 pm
- **City Updates:**
 - Happy Lunar New Year
 - Transportation Feedback Needed for Six-Year Transportation Improvement Plan
 - Sewer SCADA System Update
 - E-Moto Legislation Moving Forward
 - Boards & Commissions Recruitment
- **Upcoming Events:**
 - Senior Resource Fair on Saturday, March 7, 10:00 am-12:00 pm
 - Coffee with a Cop on Saturday, March 7, 1:00 pm-3:00 pm
- **News:**
 - Marine Patrol Cold-Water Rescue

APPEARANCES

There were no appearances.

CONSENT AGENDA

AB 6860: February 10, 2026 Payroll Certification

Recommended Action: Approve the February 10, 2026 Payroll Certification in the amount of \$986,119.07 and authorize the Mayor to sign the certification on behalf of the entire City Council.

City Council Regular Hybrid Meeting Minutes of February 3, 2026

Recommended Action: Approve the City Council Regular Hybrid Meeting Minutes of February 3, 2026.

AB 6861: Certification for Claims Paid January 16, 2026 through January 31, 2026

Recommended Actions: Approve the January 16, 2026 through January 31, 2026 Accounts Payable Certification of Claims in the amount of \$4,537,193.83 and authorize the Mayor to sign the certification on behalf of the entire City Council.

AB 6862: Rare Disease Day, Proclamation No. 377

Recommended Action: Approve Proclamation No. 377 proclaiming February 28, 2026 as Rare Disease Day on Mercer Island.

AB 6863: ARCH Administrative Agency Delegation (Resolution No. 1688)

Recommended Action: Approve Resolution No. 1688 delegating the administrative duties for pre-2010 ARCH Housing Trust Fund financing agreements to the Administering Agency (City of Bellevue).

AB 6864: ARCH Housing Trust Fund Project Approvals (Resolution No. 1689)

Recommended Action: Approve Resolution No. 1689 addressing revisions to the terms and conditions applicable to the House Key Plus ARCH (East King County) Down Payment Assistance Program, authorizing execution of related agreements, and ratifying prior actions taken in support of said program, all as recommended by the Executive Board for A Regional Coalition for Housing.

AB 6869: First Hill Booster Pump Station Generator Replacement Bid Award

Recommended Action: Award the First Hill Booster Pump Station Generator Replacement construction contract to Apcon Tech, Inc., a Washington based company and authorize the City Manager to execute a contract with Apcon Tech, Inc. in an amount not to exceed \$753,520.

It was moved by Weinberg; seconded by Becker to:

Approve the Consent Agenda as presented, and the recommendations contained therein.

PASSED: 7-0

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

City Council was in recess from 5:15 pm – 5:20 pm.

EXECUTIVE SESSION

At 5:20 pm, Mayor Rosenbaum convened an Executive Session to discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(1)(i) in Room 104 at the Mercer Island Community & Event Center, 8236 SE 24th Street, Mercer Island, WA and via Microsoft Teams for 30 minutes until 5:50 pm.

Mayor David Rosenbaum, Deputy Mayor Daniel Becker, and Councilmember Lisa Anderl Julie Hsieh, Wendy Weiker, and Ted Weinberg participated in person. Councilmember Lisa Anderl and Craig Reynolds participated via Microsoft Teams.

At 5:50 pm, Mayor Rosenbaum extended the Executive Session for an additional 10 minutes to 6:05 pm.

At 6:05 pm, Mayor Rosenbaum extended the Executive Session for an additional 5 minutes to 6:10 pm.

Mayor Rosenbaum adjourned the Executive Session at 6:05 pm and the Regular Meeting resumed at 6:11 pm.

REGULAR BUSINESS

AB 6865: Compliance with Growth Management Hearings Board Final Decision and Order related to the City of Mercer Island Periodic Update to the Comprehensive Plan

City Manager Jessi Bon, CPD Director Jeff Thomas, CPD Deputy Director Alison Van Gorp, and Senior Economist Michaela Jellicoe, with Community Attributes, Inc. briefly reviewed the Growth Management Hearings Board (GMHB) Appeal and its order to address the following four issues:

1. Land Capacity
2. Adequate Provisions
3. Transit Station Subarea Plan
4. Anti-Displacement Policies

Staff explained that they would review the Station Area Boundary and seek direction on a compliance strategy related to the first two issues - Land Capacity and Adequate Provisions.

Transit Station Subarea Plan:

Step 1: Determine Baseline Station Area

Step 2: Apply Station Area Modification Guidelines:

- Guideline 1: Remove parks, open space, ROW and public property
- Guideline 2: Remove non-contiguous areas
- Guidelines 3 and 4: Move the station area boundary to align with streets and existing zoning boundaries

The Land Capacity Analysis discussion included the Housing Needs Allocation and WA State Department of Commerce Guidance as follows:

- Step 1: Summarize Land Capacity by Zone
- Step 2: Categorize Zones by Allowed Housing Types and Densities
- Step 3: Summarize Capacity by Zone Category
- Step 4: Relate Zone Categories to Potential Affordability Levels
- Step 5: Compare Projected Housing Needs to Capacity

Staff explained the Compliance Strategy and how Scenario 1 proposed a two-phase approach to increase land capacity.

1. Phase 1 (by July 31, 2026): Establish the required transit station subarea and implement necessary upzones and added development capacity (the "Phase 1 Subarea") to comply with the GMHB Order.
2. Phase 2 (by December 31, 2029): Expand upzones and additional development capacity to the remainder of the station area to meet the TOD bill implementation deadline.

After reviewing the proposed Compliance Strategy and answering City Council questions, staff explained that to close the gap between the Baseline numbers and Scenario 1 numbers, additional adequate provisions would be needed:

- Provide public land for affordable housing development
- Partnerships with ARCH and other affordable housing providers
- State and other grants
- Tax credit financing
- Low interest loans

Staff outlined the following next steps and two recommendations for City Council consideration:

- Public feedback period
- City Council input and refinement on compliance strategy
- Planning Commission legislative review and public hearing
- City Council review and adoption of proposed amendments
- September 15, 2026 Compliance Hearing on GMHB Order

It was moved by Reynolds; seconded by Becker to:

Direct staff to pursue compliance with the GMHB Order under "Scenario 1" as described within the agenda bill, whereby upzones and resulting development capacity increases would be limited at this time to the existing Town Center and adjacent multifamily zones and implementation of the

TOD bill will be pursued as a second phase of work.

PASSED: 7-0

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

It was moved by Reynolds; seconded by Becker to:

Direct staff to open a public feedback period through March 13, 2026 on the Preliminary Station Area Boundary Map and provide the results to the City Council at the March 17, 2026 City Council meeting.

PASSED: 7-0

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

AB 6866: GMA Compliance Public Engagement Plan

City Manager Jessi Bon and CPD Deputy Director Alison Van Gorp shared a draft Growth Management Act (GMA) Compliance Public Engagement Plan (Plan) for City Council consideration. They explained that the Plan included key milestones and outlined the timeline and opportunities to connect with the community, while adhering to the July deadline for compliance. They further reported that the City will actively advertise these meetings and promote all opportunities for engagement with both the City Council and the Planning Commission, using multiple communication channels to ensure the community is informed and encouraged to participate throughout the process.

To continue meaningful public engagement and gather additional input, staff recommended hosting a community information session. At that session, staff would provide an overview of the GMHB Order, share the proposed compliance framework, and outline any direction resulting from the February 17, 2026 City Council meeting.

It was moved by Anderl; seconded by Becker to:

Approve the GMA Compliance Public Engagement Plan.

PASSED: 7-0

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

AB 6871: Legislative Review Alternatives to Help City Meet GMHB Order Compliance Deadline (Ordinance No. 26C-03 First Reading)

City Manager Jessi Bon and outside counsel Kim Adams Pratt from Madrona Law Group reviewed the amount of work required to achieve compliance by July 31, 2026, noting that it would require amendments to the City's Comprehensive Plan, which was adopted in 2024. Three alternatives were discussed:

- Alternative #1: Formation of Council Committee to Serve as the "Planning Agency" for the City
- Alternative #2: Set Planning Commission Review Schedule/Deadlines
- Alternative #3: Delegate Site Specific Re-Zone Requests to the Hearing Examiner

City Manager Bon explained her recommendation, which included Alternative 2 and 3. Alternative #2 would ensure timely Planning Commission, clear instructions and legislative review deadlines, to be included in the comprehensive plan transmittal memo. Alternative #3 would delegate site-specific rezones to the Hearing Examiner.

It was moved by Weiker; seconded by Becker to:

Direct the City Manager to develop clear hand-off instructions and legislative review deadlines to be included in the comprehensive plan legislative review transmittal memo to the Planning Commission.

PASSED: 7-0

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

It was moved by Weiker; seconded by Becker to:

Schedule Ordinance No. 26C-03 for second reading and adoption at the next possible City Council Meeting.

PASSED: 7-0

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

OTHER BUSINESS

Planning Schedule

There were no updates to the Planning Schedule.

Councilmember Absences and Reports

It was moved by Becker; seconded by Weinberg to:

Excuse Councilmembers Anderl, Reynolds, and Weiker’s absences from the February 5 Joint City Council and MISD School Board Meeting.

PASSED: 7-0

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

Councilmember Weiker reported on the SCA PIC Meeting and the RAAC Meeting.

Councilmember Weinberg briefed the City Council on the ETP Meeting and noted that the next open lunch would be at 12:00 pm on Saturday, February 21 at Sushi Joa.

Councilmember Reynolds reported on the Parks and Recreation Commission Meeting, ICE activity in the area, and then read part of Proclamation No. 252 regarding a renewed commitment to diversity, equity, and inclusion.

Councilmember Anderl brief the City Council on the OSCT meeting and the upcoming OSCT Annual Report.

Councilmember Hsieh wished everyone a Happy Lunar New Year of the Fire Horse, and a blessed Ramadan.

She also reported on the MIYFS Foundation Breakfast, the joint City Council meeting with MISD and its February 10 Special election on the school levy renewal. She continued, reporting that Mercer Island’s local legislators would be holding a Town Hall on Feb 21 and that her Community Coffee was scheduled for February 25 at ASA from 11-12:30 pm.

ADJOURNMENT

The Regular Hybrid Council Meeting adjourned at 8:04 pm.

Dave Rosenbaum, Mayor

Attest:

Deborah Estrada, Deputy City Clerk



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

**AB 6873
March 3, 2026
Consent Agenda**

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6873: February 25, 2026 Payroll Certification | <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 February 25, 2026 Payroll Certification in the amount of \$968,132.02. | |

| | |
|-------------------------------|--|
| DEPARTMENT: | Administrative Services |
| STAFF: | Ali Spietz, Chief of Administration Nicole Vannatter, Human Resources Manager |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. February 25, 2026 Payroll Certification 2. FTE/LTE Counts |
| CITY COUNCIL PRIORITY: | n/a |

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

EXECUTIVE SUMMARY

This agenda bill is to approve the City of Mercer Island payroll certification for the period from February 1, 2026 through February 15, 2026 in the amount of \$968,132.02 (see Exhibit 1).

BACKGROUND

[RCW 42.24.080](#) requires that all claims presented against the City by performing labor must be certified by the appropriate official to ensure that the labor was performed as described, and that the claims are just, due, and unpaid obligations against the City, before payment can be made. [RCW 42.24.180](#) allows the payment of claims to occur prior to City Council approval to expedite processing of the payment of claims, provided, however, that review and approval of the claims’ documentation occur at the next regularly scheduled public meeting. The Payroll Certification details the total payment to employees for labor performed and benefits payments made for each payroll. The City is on a semi-monthly payroll schedule with payments on the 10th and 25th of each month.

ISSUE/DISCUSSION

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

Additional payments:

| Description | Amount |
|---|--------------------|
| Leave cash outs for current employees | \$2,595.98 |
| Leave cash outs for terminated employees | \$21,221.15 |
| Service and recognition awards | \$600.00 |
| Overtime earnings (see chart for overtime hours by department). | \$10,413.52 |
| Total | \$34,830.65 |

Overtime hours by department:

| Department | Hours |
|----------------------------------|---------------|
| Administrative Services | |
| City Attorney’s Office | |
| City Manager’s Office | |
| Community Planning & Development | |
| Finance | |
| Municipal Court | |
| Police | 89.50 |
| Public Works | 22.00 |
| Thrift Shop | |
| Youth & Family Services | |
| Total Overtime Hours | 111.50 |

NEXT STEPS

FTE/LTE COUNTS

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

Casual Labor

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

RECOMMENDED ACTION

Approve the February 25, 2026 Payroll Certification in the amount of \$968,132.02 and authorize the Mayor to sign the certification on behalf of the entire City Council.

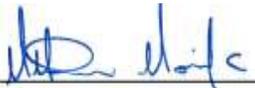
CITY OF MERCER ISLAND PAYROLL CERTIFICATION

Item 3.

PAYROLL PERIOD ENDING **02.15.2026**
PAYROLL DATED **2.25.2026**

| | | |
|--|-----------|-------------------|
| Net Cash | \$ | 642,674.44 |
| Net Voids/Manuals | | |
| Net Total | \$ | 642,674.44 |
| | | |
| Federal Tax Deposit | \$ | 110,112.39 |
| Social Security and Medicare Taxes | \$ | 72,663.26 |
| State Tax (California & Oregon) | \$ | 696.18 |
| State Tax (California) | \$ | 9.96 |
| Family/Medical Leave Tax (California & Oregon) | \$ | 59.79 |
| Public Employees' Retirement System (PERS Plan 2) | \$ | 30,731.66 |
| Public Employees' Retirement System (PERS Plan 3) | \$ | 9,782.94 |
| Public Employees' Retirement System (PERSJM) | \$ | 1,438.62 |
| Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2) | \$ | 17,611.18 |
| Regence & LEOFF Trust Medical Insurance Deductions | \$ | 15,543.66 |
| Domestic Partner Medical Insurance Deductions | \$ | 3,975.17 |
| Health Care - Flexible Spending Account Contributions | \$ | 3,646.52 |
| Dependent Care - Flexible Spending Account Contributions | \$ | 1,500.83 |
| MS Roth IRA Contributions | \$ | 1,590.55 |
| MS 457 Deferred Compensation Contributions | \$ | 43,206.82 |
| Garnishments (Chapter 13) | \$ | 1,072.03 |
| Child Support Wage Garnishment | \$ | 867.50 |
| Mercer Island Employee Association Dues | \$ | 267.50 |
| AFSCME Union Dues | \$ | 3,524.10 |
| Police Union Dues | \$ | 3,400.41 |
| Standard - Supplemental Life Insurance | \$ | 198.64 |
| Unum - Long Term Care Insurance | \$ | 176.90 |
| AFLAC - Supplemental Insurance Plans | \$ | 193.37 |
| Transportation - Flexible Spending Account Contributions | \$ | 106.50 |
| Miscellaneous | \$ | 107.51 |
| Oregon Transit Tax and Oregon Benefit Tax | \$ | 8.64 |
| Washington Long Term Care | \$ | 2,964.95 |
| Tax & Benefit Obligations Total | \$ | 325,457.58 |
| | | |
| TOTAL GROSS PAYROLL | \$ | 968,132.02 |

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



 Finance Director

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

 Mayor Date

FTE AND LTE COUNTS AS OF 2/15/2026

| Full Time Equivalent (FTEs) | 2025 Budgeted | 2025 Actual |
|----------------------------------|------------------|----------------|
| Administrative Services | 14.50 | 14.50 |
| City Attorney's Office | 2.00 | 2.00 |
| City Manager's Office | 3.00 | 3.00 |
| Community Planning & Development | 17.00 | 16.00 |
| Finance | 9.00 | 9.00 |
| Municipal Court | 3.10 | 3.10 |
| Police | 37.50 | 36.50 |
| Public Works | 64.00 | 63.00 |
| Recreation | 10.25 | 9.25 |
| Youth & Family Services | 11.93 | 11.93 |
| Thrift Shop | 3.00 | 3.00 |
| Total FTEs | 175.28 | 171.28 |
| | | |
| Limited Term Equivalent (LTEs) | 2025 Budgeted | 2025 Actual |
| Administrative Services | 1.00 | 1.00 |
| City Manager's Office | 1.00 | 1.00 |
| Community Planning & Development | 2.00 | 2.00 |
| Public Works | 4.75 | 2.75 |
| Youth & Family Services | 2.83 | 1.83 |
| Thrift Shop | 6.50 | 7.20 |
| Total LTEs | 18.08 | 15.78 |
| | | |
| Total FTEs & LTEs | 193.36 | 187.07 |

FTE Vacancies:
 1.0 Deputy Public Works Director
 1.0 Planner
 1.0 Police Officer
 1.0 Recreation Facility Supervisor



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6874
March 3, 2026
Consent Agenda

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6874: Certification for Claims Paid February 1, 2026 through February 15, 2026 | <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 Accounts Payable Certification for Claims paid February 1, 2026 through February 15, 2026 in the amount of \$3,314,418.50. | |

| | |
|-------------------------------|--|
| DEPARTMENT: | Finance |
| STAFF: | Matt Mornick, Finance Director LaJuan Tuttle, Deputy Finance Director |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Certification for Claims Paid February 1 - 15, 2026 |
| 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 February 1, 2026 through February 15, 2026 Accounts Payable Certification of Claims in the amount of \$3,314,418.50 (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, electronic funds transfers, etc.). [RCW 42.24.080](#) requires that all claims presented against the City must be certified by the appropriate official to ensure that the claims are just, true, and unpaid obligations against the City, before payment can be made.

[RCW 42.24.180](#) allows the payment of claims to occur prior to City Council approval to expedite processing of the payment of claims, provided, however, that review and approval of the claims' documentation occurs at the next regularly scheduled public meeting.

ISSUE/DISCUSSION

The Accounts Payable Certification of Claims (see Exhibit 1) includes a table that summarizes the claims paid February 1, 2026 through February 15, 2026:

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

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

RECOMMENDED ACTION

Approve the February 1, 2026 through February 15, 2026 Accounts Payable Certification of Claims in the amount of \$3,314,418.50 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

| Date | Method | Checks | Warrant | Total Amount |
|---------------------|---------------------------|-----------------|----------|-----------------------|
| 01/31/26 | Direct Disbursement | 218 - 230 | WT 01-26 | \$663,804.71 |
| 02/05/26 | Check Register | 226215 - 226284 | 020526 | \$1,210,475.92 |
| 02/05/26 | Electronic Funds Transfer | 5106 - 5111 | EFT 0205 | \$35,645.67 |
| 02/05/26 | Check Register | 226285 | 020526B | \$312.80 |
| 02/12/26 | Check Register | 226286 - 226372 | 021226 | \$1,241,958.06 |
| 02/12/26 | Electronic Funds Transfer | 5112 - 5125 | EFT 0212 | \$162,221.34 |
| GRAND TOTAL: | | | | \$3,314,418.50 |



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6858
March 3, 2026
Consent Agenda

AGENDA BILL INFORMATION

| | | |
|----------------------------|---|---|
| TITLE: | AB 6858: Second Modification to the Interlocal Agreement for the Independent Force Investigation Team of King County (IFIT-KC). | <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 Second Modification to the interlocal agreement between regional law enforcement agencies for the Independent Force Investigation Team of King County (IFIT-KC). | |

| | |
|-------------------------------|--|
| DEPARTMENT: | Police |
| STAFF: | Michelle Bennett, Chief of Police Jeff Magnan, Police Commander |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Second Modification to IFIT-KC Interlocal Agreement |
| CITY COUNCIL PRIORITY: | n/a |

| | |
|-------------------------------|--------|
| AMOUNT OF EXPENDITURE | \$ N/A |
| AMOUNT BUDGETED | \$ N/A |
| APPROPRIATION REQUIRED | \$ N/A |

EXECUTIVE SUMMARY

The purpose of this agenda item is to authorize the City Manager to sign the Second Modification to the Interlocal Agreement (ILA) between regional law enforcement agencies for the Independent Force Investigation Team of King County (IFIT-KC). This modification adds the City of Seattle as a member agency of the ILA and updates the language to align with changes to the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC).

BACKGROUND

IFIT-KC investigates use of deadly force by a peace officer that results in death, or great bodily harm as defined under RCW 9A.16.010 and RCW 9A.04.110. IFIT-KC is authorized to investigate these events occurring within the boundaries of the member law enforcement agencies of this agreement.

On March 2, 2021, the Council authorized the City Manager to sign the ILA for the IFIT-KC ([AB 5820](#)). On July 21, 2021 the First Modification to the ILA ([AB 5911](#)) was approved by the Council which addressed a

requirement from the Governor office that all state cabinet agencies include language in their agreements that supports the Governor's [Executive Order 17-01](#). This Order prohibits other police agencies from using information obtained from the Washington State Patrol to support or engage in civil immigration enforcement activities. The Order was consistent with [RCW 10.93.160](#) and the Mercer Island Police Department's policy on immigration.

In December of 2025, the Governing Board of IFIT-KC requested agencies approve the Second Modification to the ILA (Exhibit 1), which included the request for the City of Seattle to join IFIT-KC as a member agency. The modification also provided clarity to updates in the RCW and WAC that govern Independent Force Investigation Teams in the State of Washington. These modifications are as follows:

- New subsection clarifying adherence as described in RCW 43.102.010 and RCW 70.48.510 defining when IFIT-KC will be investigating incidents involving the use of deadly force by a member agency.
- Modification Section II paragraph 4 (b) where IFIT-KC will only provide investigative services to member agencies as guided by RCW 10.114.011 and WAC 139-12, incidents involving commissioned officers and required incidents at jail facilities.
- Modification to Section II paragraph 4 (d) providing member agencies with notice on limiting access to involved scenes prior to IFIT-KC's investigative teams arrival.

RECOMMENDED ACTION

Authorize the City Manager to sign the Second Modification to the interlocal agreement between regional law enforcement agencies for the Independent Force Investigation Team of King County.

**SECOND MODIFICATION TO
THE INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT
MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF’S
OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL,
DUVALL, KIRKLAND, ISSAQUAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND,
REDMOND, AND SNOQUALMIE FOR THE CREATION OF THE
INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)**

I. RECITALS

WHEREAS, the following agencies entered into an INTERLOCAL AGREEMENT, as amended, (“Agreement”) to provide law enforcement mutual aid and mobilization between the Parties for incidents described more fully in the Agreement:

- Washington State Patrol;
- King County Sheriff’s Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD;
- Snoqualmie PD;
- University of Washington Police Department AND

WHEREAS, the authority of the cooperating agencies entering into the Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Aid Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, the City of Seattle also seeks to join as a Party in the Agreement, adding the Seattle Police Department (SPD) as a Member Agency, subject to all the terms and conditions of the Agreement and its subsequent modifications; and

WHEREAS, paragraph 8 of the Agreement provides for modification, so long as the modification is approved, in writing, by all parties to the Agreement;

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties that the Agreement shall be modified as follows:

II. ADDITION OF A PARTY TO THE AGREEMENT

The Seattle Police Department (SPD) shall be added as a member agency of the Independent Force Investigation Team- King County (IFIT-KC) and shall be included along with other member agencies when collectively referenced as the “Parties” or “Member Agencies” in the Agreement.

The City of Seattle, by signing below, affirms that it has reviewed and agrees to comply with all terms of the Agreement, including written Modifications to the Agreement.

III. MODIFICATION OF THE AGREEMENT

(A) A new subsection (f) will be added to Section II, paragraph 4 of the Agreement:

f. Upon request, IFIT-KC will provide independent investigative services to a member agency that requests assistance under this Agreement for the purpose of investigating any incident involving use of deadly force by a member agency officer against or upon a person who is in-custody, as defined by RCW 43.102.010, in a jail operated by a member agency. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, the requirements of RCW 70.48.510, and the purposes of this Agreement.

(B) Section II, paragraph 4 (b) of the agreement shall be modified as follows:

IFIT-KC will only provide independent investigative services required by RCW 10.114.011 to any member agency that requests assistance under this Agreement. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, purposes of this Agreement, and Chapter 139-12 WAC.

(C) Section II paragraph 4 (d) of the agreement shall be modified as follows:

Member agencies acknowledge that some member agencies may be required to provide limited access outside the immediate crime scene to an independent oversight agency/committee. An involved agency is responsible for communicating expectations with their oversight agency, which includes restricting access to the crime scene prior to IFIT-KC arrival. Once control of the incident scene is transferred over to IFIT-KC, the incident control, security, and access into the crime scene will be managed consistently with the IFIT-KC protocols.

(D) No other terms of the Agreement, excepted as stated herein, are modified.

Consistent with the Agreement, this modification may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

This Second Modification to the Agreement shall become effective on the date it is signed by the City of Seattle and one more member agency, and it shall become effective for a subsequently signing member on the date it is signed by the member.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Modification as of the latest day and year written below.

CITY OF BELLEVUE

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF DUVALL

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF CLYDE HILL

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF MEDINA

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF REDMOND

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF SNOQUALMIE

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

WASHINGTON STATE PATROL

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

KING COUNTY SHERIFFS OFFICE

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

UNIVERSITY OF WASHINGTON

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF ISSAQUAH

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF LAKE FOREST PARK

CITY OF SEATTLE

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6875
March 3, 2026
Consent Agenda

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|--|
| TITLE: | AB 6875: Forged Fiber 37, LLC Telecommunications Franchise Agreement (Ord. No. 26-01; Second Reading and Adoption) | <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. 26-01, approving a telecommunications franchise agreement with Forged Fiber 37, LLC. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | Public Works |
| STAFF: | Jason Kintner, Chief of Operations Kellye Hilde, Deputy Public Works Director Rebecca Corigliano, Transportation Engineer |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Ordinance No. 26-01 - Franchise Agreement with Forged Fiber 37, LLC |
| 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 conduct the second reading and adopt of Ordinance No. 26-01 (Exhibit 1).

- On February 3, 2026, City Council conducted its first reading of Ordinance No. 26-01 (Exhibit 1) that would authorize a franchise agreement with Forged Fiber 37, LLC.
- This franchise agreement is a general contractual agreement with Forged Fiber 37, LLC, which allows entrance and use of the City’s public rights-of-way for wireline deployments as allowed by [RCW 35A.47.040](#).
- Forged Fiber 37, LLC will still need to apply for and receive all necessary permits for all installations; the franchise is only the first step.
- Following City Council’s February 3 review, Council requested that staff bring back the ordinance for a second reading and adoption on March 3, 2026.

BACKGROUND

In summer 2025, the City of Mercer Island was approached by Forged Fiber 37, LLC to obtain a franchise agreement. Forged Fiber 37, LLC is a wholly-owned subsidiary of AT&T and does not currently own telecommunications facilities within the City's public rights-of-way. Upon completion of the purchase agreement between AT&T and Lumen, Forged Fiber 37, LLC will assume ownership of a portion of Lumen's existing fiber infrastructure located within the City's rights-of-way.

The proposed agreement would generally authorize Forged Fiber 37, LLC to access the City's rights-of-way to construct, maintain, operate, replace, and repair the telecommunications network. Forged Fiber 37, LLC would still need to obtain permits and approvals before working within the City's rights-of-way.

Staff worked with Daniel Kenny (Ogden Murphy Wallace, PLLC) to negotiate the proposed agreement on behalf of the City. The agreement was prepared by Mr. Kenny, reviewed by Public Works staff and the City Attorney, and approved by Forged Fiber 37, LLC. The franchise agreement is provided for City Council consideration as Exhibit 1.

ISSUE/DISCUSSION

The City Council held a first reading of Ordinance No. 26-01 on February 3, 2026 ([AB 6857](#)). After the initial reading, a few questions were asked, but none resulted in revisions to the agreement.

The franchise agreement is provided for City Council consideration as Exhibit 1.

NEXT STEPS

Upon authorization of the telecommunications franchise agreement with Forged Fiber 37, LLC, City staff will review and approve permit applications submitted by Forged Fiber 37, LLC prior to any work within the City's rights-of-way.

RECOMMENDED ACTION

Adopt Ordinance No. 26-01, approving a telecommunications franchise agreement with Forged Fiber 37, LLC.

**CITY OF MERCER ISLAND
ORDINANCE NO. 26-01**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, GRANTING TO FORGED FIBER 37, LLC, AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR TEN (10) YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH, AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF MERCER ISLAND, WASHINGTON.

RECITALS

1. Forged Fiber 37, LLC, a Delaware limited liability company (“Franchisee”) has requested that the city council grant it a nonexclusive franchise, and

2. The city council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040.

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

ORDINANCE

Section 1. Franchise Granted.

1.1 Pursuant to RCW 35A.47.040, the city of Mercer Island, a Washington municipal corporation (the “City”), grants to Franchisee, its successors, legal representatives and assigns, subject to the terms and conditions set forth below, a Franchise for a period of ten (10) years, beginning on the effective date of this ordinance, set forth in Section 40.

1.2 This Franchise grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, acquire, sell, lease, and use all necessary Facilities for a telecommunications network in, under, on, across, over, through, along or below the public Rights-of-Ways located in the City, including such additional areas

as may be subsequently included in the corporate limits of the City during the term of this Franchise (the “Franchise Area”), as approved pursuant to City permits issued pursuant to Section 8.2. The phrase “Rights-of-Way” (singular “Right-of-Way”) as used in this Franchise, means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, lane, public way, drive, circle, pathways, spaces, or other public right of way which, under City ordinances or applicable laws, the City has authority to grant franchises, licenses, or leases for use thereof, or has regulatory authority thereover and only to the extent such Rights-of-Way are opened. Rights-of-Way for the purpose of this Franchise do not include buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned by the City not reserved for transportation purposes, or similar facilities or property owned by or leased to the City, including, by way of example and not limitation, structures in the Rights-of-Way such as utility poles, light poles and bridges. “Facilities” as used in this Franchise means one or more elements of Franchisee’s telecommunications network, with all necessary cables, wires, conduits, ducts, pedestals, electronics, and other necessary appurtenances; provided that new utility poles for overhead wires or cabling are specifically excluded. Equipment enclosures with air conditioning or other noise generating equipment are also excluded from “Facilities,” to the extent such equipment is located in zoned residential areas of the City. For the purposes of this franchise the term Facilities excludes “microcell” facilities, “minor facilities,” “small cell facilities,” all as defined by RCW 80.36.375, and “macrocell” facilities, including towers and new base stations and other similar facilities used for the provision of “personal wireless services” as defined by RCW 80.36.375. Collectively, all such facilities may be referred to herein as “Personal Wireless Facilities.”

Section 2. Authority Limited to Occupation of Public Rights-of-Way.

2.1 The authority granted by this Franchise is a limited, non-exclusive authorization to occupy and use the City’s Rights-of-Way. Franchisee represents that it expects to provide the following services within the City: a fiber optic cable network, including wholesale broadband internet access services (the “Services”). No right to

install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a Right-of-Way, or upon private property without the owner's consent, or upon any City, public or privately owned utility poles or conduits is granted herein. Nothing contained within this Franchise shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to Franchisee other than for the purpose of providing the Services, nor to subordinate the primary use of the Right-of-Way as a public thoroughfare. A more detailed description of Franchisee's initial or existing telecommunications system and Services is described in Exhibit A. If Franchisee desires to expand the Services provided within the City, it shall provide written notification of the addition of such services prior to the addition of the service and may only expand services after applying for and receiving all permits required by the City Code; provided, however, that Franchisee may not offer Cable Services as defined in 47 U.S.C. § 522(6) or deploy Personal Wireless Facilities, without obtaining a new franchise or an amendment to this Franchise.

2.2 As described in Section 8, construction is not authorized without the appropriate permits, leases, easements, or approvals. This Franchise does not and shall not convey any right to Franchisee to install its Facilities on, under, over, across, or to otherwise use City owned or leased properties of any kind outside of the incorporated area of the City or to install Facilities on, under, over, across, or otherwise use any City owned or leased property other than the City's Rights-of-Way. This Franchise does not convey any right to Franchisee to install its Facilities on, under, over, or across any facility or structure owned by a third-party without such written approval of the third-party. Further this Franchise does not convey any right to continue in any streets, avenues, alleys, roads or public places which are eliminated from the City limits by reason of subsequent disincorporation or reduction of City limits or which are vacated consistent with Section 31. No substantive expansions, additions to, or modifications or relocation of any of the Facilities shall be permitted without first having received appropriate permits from the City pursuant to Section 8.2. As of the effective date of this Franchise, Franchisee has no owned Facilities located in the City's Rights-of-Way.

2.3 Franchisee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers and/or lessees consistent with this Franchise provided:

(a) Franchisee at all times retains exclusive control over its telecommunications system, Facilities and Services and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;

(b) Franchisee may not grant rights to any customer or lessee that are greater than any rights Franchisee has pursuant to this Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by the City.

Section 3. Non-Exclusive Franchise Grant. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below, or across any Rights-of-Way. This Franchise shall in no way prevent or prohibit the City from using any Rights-of-Way or affect its jurisdiction over any Rights-of-Way or any part of Right-of-Way, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of Right-of-Way as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Rights-of-Way, thoroughfares, and other public properties of every type and description.

Section 4. Location of Telecommunications Facilities.

4.1 Franchisee is maintaining a telecommunications network consisting of Facilities within the City. Franchisee may locate its Facilities anywhere within the Franchise Area consistent with the City's code and adopted standards for design or construction and subject to the City's applicable permit requirements.

Franchisee shall not be required to amend this Franchise to construct or acquire Facilities approved in this Franchise within the Franchise Area.

4.2 To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system (“State Highways”) and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Without limitation of the foregoing, Franchisee specifically agrees that:

(a) any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;

(b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and

(c) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Section 5. Relocation of Facilities.

5.1 Franchisee agrees and covenants to protect, support, temporarily disconnect, relocate, or remove from any Rights-of-Way any of its Facilities when reasonably required by the City by reason of:

- (a) Traffic conditions or public safety,
- (b) Dedications of new Rights-of-Way and the establishment and improvement thereof,
- (c) Widening and improvement of existing Rights-of-Way,
- (d) Street vacations,
- (e) Freeway construction,
- (f) Change or establishment of street grade, or
- (g) Construction of any public improvement or structure, including municipal utilities, by any governmental agency acting in a

governmental capacity or as otherwise necessary for the operations of the City or other governmental entity.

5.2 Provided that Franchisee shall in all such cases identified in Section 5.1 have the privilege to temporarily bypass in the authorized portion of the same Rights-of-Way upon approval by the City, which approval shall not unreasonably be withheld or delayed, any Facilities required to be temporarily disconnected or removed. If such bypass is approved by the City, it must be completed pursuant to any and all necessary permits.

5.3 Except as otherwise provided by law, the costs and expenses associated with relocations and other such actions ordered pursuant to Section 5.1 shall be borne by Franchisee. Nothing contained within this Franchise shall limit Franchisee's ability to seek reimbursement for relocation costs when permitted by RCW 35.99.060.

5.4 Upon request of the City and in order to facilitate the design of any of the project categories identified in Section 5.1(a) through (g), Franchisee agrees, at its sole cost and expense, to locate, and if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the City's improvements shall be made by the City upon review of the location and construction of Franchisee's Facilities. The City shall provide Franchisee at least fourteen (14) days' written notice prior to any excavation or exposure of Facilities.

5.5 If the City determines that the project necessitates the relocation of Franchisee's existing Facilities, the City shall:

(a) At least ninety (90) days prior to the date on which the City needs the relocation to be complete, provide Franchisee with written notice requiring such relocation; provided, however, that in the event of an emergency situation, defined for purposes of this Franchise as a condition posing an imminent threat to property, life, health,

or safety of any person or entity, the City shall give Franchisee written notice as soon as practicable; and

(b) At least ninety (90) days prior to the date on which the City needs the relocation to be complete, provide Franchisee with copies of pertinent portions of the plans for the improvement project so that Franchisee may relocate its Facilities in other City Rights-of-Way in order to accommodate such improvement project; and

(c) After receipt of such notice and such plans, Franchisee shall complete relocation of its Facilities at least ten (10) days prior to commencement of the City's project construction at no charge or expense to the City, except as otherwise provided by law. Relocation shall be accomplished in such a manner as to accommodate the City's project.

5.6 Franchisee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. Such alternatives must be submitted to the City at least thirty (30) days prior to commencement of project construction. The City may evaluate the alternatives and advise Franchisee in writing if one or more of the alternatives are suitable to accommodate the work that would otherwise necessitate relocation of the Facilities. If so requested by the City, Franchisee shall submit at its sole cost and expense additional information to assist the City in making such evaluation. The City is under no obligation to accept any proposed alternative. In the event the City ultimately determines that the proposed alternative is not desirable, Franchisee shall relocate its Facilities as required by this Section 5.

5.7 The provisions of this Section 5 shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

5.8 If Franchisee breaches its obligations under Section 5.1 with respect to relocating its Facilities within the Franchise Area, and to the extent such breach causes a delay in the work being undertaken by the City's third party contractor(s) that results in a claim by the third party contractor(s) for costs, expenses and/or damages that are directly caused by such delay and are legally required to be paid by the City (each, a "Contractor Delay Claim"), the City may at its sole option:

(a) tender the Contractor Delay Claim to Franchisee for defense and indemnification in accordance with Section 5.9 and Section 17; or

(b) require that Franchisee reimburse the City for actual costs, expenses, and/or damages that are legally required to be paid by the City to its third party contractor(s) as a direct result of the Contractor Delay Claim; provided that, if the City requires reimbursement by Franchisee under this Section 5.8(b), the City shall first give Franchisee written notice of the Contractor Delay Claim and give Franchisee the opportunity to work with the third party contractor(s) to resolve the Contractor Delay Claim for a period of not less than sixty (60) days prior to the City's payment of the Contractor Delay Claim.

5.9 Franchisee will indemnify, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 17, against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities in a timely manner; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

5.10 Whenever any person shall have obtained permission from the City to use any Right-of-Way for the purpose of moving any building, Franchisee, upon thirty (30) days' written notice from the City, shall raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Franchisee's Facilities that may obstruct the removal of such building.

5.11 If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City following the procedures outlined in Section 5.1 through Section 5.6 and Section 5.9 the City may perform such work or cause it to be done, and the City's costs shall be paid by Franchisee pursuant to Section 15.3 and Section 15.4.

5.12 The provisions of this Section 5 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 6. Undergrounding of Facilities.

6.1 Except as specifically authorized by permit of the City, Franchisee shall not be permitted to erect poles or to run or suspend wires, cables, or other facilities thereon, but shall lay wires, cables, or other facilities underground in the manner required by the City. Franchisee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of a permit application, the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to underground installation at Franchisee's expense at such time as the City requires all other utilities, except electrical utilities, with aerial facilities in the area to convert them to underground installation. Unless otherwise permitted by the City, Franchisee shall underground its Facilities in all new developments and subdivisions and any development or subdivision where utilities, except electrical utilities, are currently underground.

6.2 Whenever the City may require the undergrounding of the aerial utilities in any area of the City, Franchisee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Franchisee shall work with the other utilities to determine a fair share cost allocation for each individual utilities' facilities as well as common costs in a manner that is agreeable to all involved utilities. "Common costs" shall include necessary costs not

specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of conduits of Franchisee's Facilities being undergrounded in comparison to the total number of conduits of all other utility facilities being undergrounded. Such fair share cost allocation is the sole responsibility of the involved utilities and does not involve the City. This Section 6.2 shall only apply to the extent Franchisee has existing aerial utilities in the City or is specifically authorized to build aerial utilities by the City.

6.3 To the extent Franchisee is providing Services to Personal Wireless Facilities, Franchisee shall adhere to the design standards for such Personal Wireless Facilities, and shall underground its Facilities and/or place its Facilities within the pole as may be required by such design standards. For the purposes of clarity, this Section 6.3 does not require undergrounding or interior placement of Facilities within the pole to the extent that the Personal Wireless Facilities are located on utility poles that have pre-existing aerial telecommunications facilities and provided such construction of Franchisee's Facilities continue to comply with Sections 6.1 or 6.2.

6.4 Within forty-eight (48) hours (excluding weekends and City-recognized holidays) following a request from the City, Franchisee shall locate underground Facilities by marking the location on the ground. The location of the underground Facilities shall be identified using orange spray paint, unless otherwise specified by the City, and within two (2) feet of the actual location.

6.5 Franchisee shall be entitled to reasonable access to open utility trenches, provided that such access does not interfere with the City's placement of utilities or increase the City's costs. Franchisee shall pay to the City the actual cost to the City resulting from providing Franchisee access to an open trench, including without limitation the pro rata share of the costs of access to an open trench and any costs associated with the delay of the completion of a public works project.

6.6 Franchisee shall not remove any underground cable or conduit that is part of its Facilities and requires trenching or other opening of the Rights-of-Way

along the extension of cable to be removed, except as provided in this Section 6.6. Franchisee may remove any underground cable and other related facilities from the Right-of-Way that has been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way along the extension of cable to be removed, or if otherwise permitted by the City. Franchisee may remove any underground cable from the Rights-of-Way where reasonably necessary to replace, upgrade, or enhance its Facilities, or pursuant to Section 5. When the City determines, in the City's sole discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a potentially hazardous condition, Franchisee shall remove the cable or conduit at Franchisee's sole cost and expense. Franchisee must apply for and receive a permit, pursuant to Section 8.2, prior to any such removal of underground cable, conduit and other related facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 7.1.

6.7 The provisions of this Section 6 shall survive the expiration, revocation, or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way. Nothing in this Section 6 shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 7. Maps and Records.

7.1 After aerial or underground construction is complete, whether new construction, relocation required by Section 5 or required undergrounding consistent with Section 6, Franchisee shall provide the City with accurate digital as-built plans and maps stamped and signed by a professional land surveyor in a form and content acceptable to the City Manager or his/her designee. These plans and maps shall be provided at no cost to the City. Franchisee shall provide such maps within ten (10) days following a request from the City. Franchisee shall warrant the accuracy of all plans, maps and as-builts provided to the City.

7.2 Within thirty (30) days of a written request from the City, Franchisee shall furnish the City with information sufficient to demonstrate: 1) that Franchisee has complied with all applicable requirements of this Franchise; and 2) that

all taxes, including but not limited to sales, utility and/or telecommunications taxes due the City in connection with Franchisee's Services and Facilities have been properly collected and paid by Franchisee.

7.3 All books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way and compliance with this Franchise shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this Section 7.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 7.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise prohibited by State or federal law, nothing in this Section 7.3 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding City and zip code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

7.4 Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit, in the event the City is permitted to charge fees as further described in Section 16.1, or as otherwise required in this Franchise. Franchisee shall be responsible for clearly and conspicuously identifying any records disclosed pursuant to Section 7.3 as confidential or proprietary (if they are), and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee can take appropriate steps to protect its interests. The City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Nothing in this Section 7.4 prohibits the City from

complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City.

7.5 On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. If the audit shows that fee payments or taxes have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

Section 8. Work in the Rights-of-Way.

8.1 During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so as to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares, and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems. Franchisee shall, at its own expense, maintain its Facilities in a safe condition, in good repair, and in a manner suitable to the City. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or any interference with City services. The provisions

of this Section 8 shall survive the expiration of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

8.2 Whenever Franchisee shall commence work in any public Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its cable or facilities, it shall apply to the City for a permit to do so and shall comply with the requirements of the Mercer Island City Code 19.09.060 as now enacted or hereafter amended. In addition, the Franchisee shall give the City at least ten (10) working days (except in the case of an emergency) prior notice of its intent to commence work in the Rights-of-Way. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise.

8.3 Whenever Franchisee installs underground cables, conduits, and other linear facilities, trenchless construction methods shall be utilized as much as possible to minimize impacts to surface improvements (roadways, sidewalks, curbs), underground utilities, and tree roots. The use of open-cut construction methods shall be minimized.

8.4 If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise and as described in this Section 8.4, the Franchisee shall afford the other franchisees and the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

(a) Such joint use shall not unreasonably delay the work of Franchisee causing the excavation to be made;

(b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and

(c) Franchisee may deny such request for safety reasons.

8.5 Except for emergency situations, Franchisee shall give at least seven (7) days' prior notice of intended construction to residents in the affected area. Such notice shall contain the dates, contact number, nature and location of the work to

be performed. At least twenty-four (24) hours prior to entering private property or streets or public easements adjacent to or on such private property, Franchisee shall physically post a notice on the property indicating the nature and location of the work to be performed. Door hangers are permissible methods of notifications to residents. These timeframes may be modified in the permit approved for the work. Franchisee shall make a good faith effort to comply with the property owner/resident's preferences, if any, on location or placement of underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths), consistent with sound engineering practices. Following performance of the work, Franchisee shall restore the private property as nearly as possible to its condition prior to construction, except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

8.6 Franchisee shall at all times comply with the safety requirements contained in Section 10 and all applicable federal, State and local safety requirements.

8.7 Tree Trimming.

(a) Trees on Public Property.

(i) Franchisee, its contractors, and agents shall apply for a tree permit to prune or cut any tree in a right-of-way in accordance with chapter 19.10.100 of the Mercer Island City Code as now enacted or hereafter amended. No such pruning or cutting may occur before the permit is properly issued. Tree pruning or cutting shall only be allowed to the extent necessary to resolve a possible hazard or health or safety concern.

(ii) Franchisee shall provide 7 days' advance notice to the adjacent property owners before pruning or cutting a tree on public property.

(iii) Any pruning shall be completed consistent with the approved permit. All pruning or cutting shall at all times minimize damage to the tree and ensure best practices.

(iv) All tree pruning operations shall comply with the Manual on Uniform Traffic Control Devices (MUTCD) on temporary traffic control standards or other standards as may be required by the tree pruning/cutting permit.

(b) Trees on Private Property.

(i) Franchisee shall not prune or cut any trees on private property, unless Franchisee has the express, written permission of the property owner and a tree permit in accordance with chapter 19.10 of the Mercer Island City Code as now enacted or hereafter amended is obtained, if applicable.

(ii) The City shall not be liable for any damages, injuries, or claims arising from Franchisee's actions under this Section 8.7.

8.8 Franchisee shall meet with the City and other franchise holders and users of the Rights-of-Way upon written notice as determined by the City, to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated as ordered by the City to minimize public inconvenience, disruption, or damages.

8.9 Franchisee acknowledges that it, and not the City, shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC") with respect to Franchisee's Facilities, if applicable. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the Facilities or Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may, upon at least forty-eight (48) hours' prior written notice to Franchisee, either terminate this Franchise immediately if

the equipment is not brought into compliance by the expiration of such notice period or may proceed to cure the conditions of noncompliance at Franchisee's expense, and collect all reasonable costs from Franchisee in accordance with the provisions of Section 15.3 and Section 15.4.

8.10 The granting of this Franchise shall not preclude the City, its accredited agents or its contractors, from demolition, grading or doing other necessary road work contiguous to the Franchisee's improvements.

8.11 The provisions of this Section 8 shall survive the expiration, revocation, or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 9. One Call Locator Service. Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Chapter 19.122 RCW. Further, upon request from a third party or the City, Franchisee shall locate its Facilities consistent with the requirements of Chapter 19.122 RCW. The City shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the City issued a permit.

Section 10. Safety Requirements.

10.1 Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All facilities in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the

construction, operation, maintenance, upgrade, repair, or removal of its Facilities. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

10.2 If an unsafe condition or a violation of Section 10.1 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City pursuant to Section 15.3 and Section 15.4.

10.3 Additional safety standards include:

(a) Franchisee shall endeavor to maintain all facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities.

(b) All installations of facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, State, and local regulations, ordinances, and laws.

(c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

10.4 Stop Work Order

On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall conform to the requirements of Mercer Island City Code 6.10. Nothing in this Franchise Agreement shall be construed to limit the City's authority to enforce applicable permit conditions, laws, regulations, ordinances, or standards as set forth in Section 24.

10.5 The provisions of this Section 10 shall survive the expiration, revocation, or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 11. Work of Contractors and Subcontractors. Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise, any applicable permits, and applicable law. The provisions of this Section 11 shall survive the expiration, revocation, or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 12. City Conduit. Except in emergency situations, Franchisee shall inform the City Engineer with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit, and related structures necessary to access the conduit pursuant to and subject to RCW 35.99.070. Such notification shall be in addition to the requirement to apply for and obtain permits pursuant to Section 8.2.

Section 13. Restoration after Construction.

13.1 Franchisee shall, after installation, construction, relocation, maintenance, or repair of its Facilities, or after abandonment approved pursuant to Section 19, promptly remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or anyone doing work for Franchisee. The City Manager or his/her designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (Chapter 332-120 WAC), and local standards and specifications.

13.2 Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the City. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable City standards and warranted for a period of two (2) years following closeout of the permit, or other time period as may be required by a permit of the City Code, and for undiscovered defects as is standard and customary for this type of work.

13.3 If conditions (e.g. weather) make the complete restoration required under Section 13 impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

13.4 In the event Franchisee does not repair a Right-of-Way or an improvement in or to a Right-of-Way within the time agreed to by the City Manager, or his/her designee, the City may repair the damage and shall be reimbursed its actual

cost within sixty (60) days of submitting an itemized invoice to Franchisee in accordance with the provisions of Section 15.3 and Section 15.4. In addition, and pursuant to Section 15.3 and Section 15.4, the City may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with Section 21.2.

13.5 The provisions of this Section 13 shall survive the expiration or termination of this Franchise so long as Franchisee continues to have Facilities in the Rights-of-Way and has not completed all restoration to the City's standards.

Section 14. Emergencies.

14.1 In the event of any emergency in which any of Franchisee's Facilities located in or under any street endangers the property, life, health, or safety of any person, entity or the City, or if Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any person, entity or the City, Franchisee shall immediately take the proper emergency measures to repair its Facilities and to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of any person, entity or the City, without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Mercer Island City Hall is open for business. The City retains the right and privilege to cut or move any Facilities located within the Rights-of-Way of the City, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. The City shall notify Franchisee by telephone promptly upon learning of the emergency and shall exercise reasonable efforts to avoid an interruption of Franchisee's operations.

14.2 Whenever the construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, an

adjoining public place, street utilities, City property, Rights-of-Way, or private property (collectively “Endangered Property”) or endangers the public, the City Manager or his/her designee, may direct Franchisee, at Franchisee’s own expense, to take reasonable action to protect the Endangered Property or the public, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if an emergency situation exists that requires immediate action before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may enter upon the Endangered Property and take such reasonable actions as are necessary to protect the Endangered Property or the public. Franchisee shall be liable to the City for the costs of any such repairs in accordance with the provisions of Sections 15.3 and 15.4.

14.3 The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of the City, except to the extent directly and proximately caused by the gross negligence or willful acts of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City’s actions under this Section 14 except to the extent caused by the gross negligence or willful acts of the City, its employees, contractors, or agents.

14.4 The provisions of this Section 14 shall survive the expiration, revocation, or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 15. Recovery of Costs.

15.1 Upon receipt of an itemized billing from the City, Franchisee shall pay a fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving of this Franchise pursuant to RCW 35.21.860, including the costs associated with City’s legal costs incurred in drafting and processing

this Franchise and all work related thereto. No construction permits shall be issued for the installation of Facilities authorized until such time as the City has received payment of the fee; further, this Franchise will not be deemed accepted without the payment of this fee. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City Staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City in accordance with the provisions of Section 15.3.

15.2 In addition to Section 15.1, Franchisee shall promptly reimburse the City in accordance with the provisions of Section 15.3 and Section 15.4 for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City. The City agrees to simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

15.3 Franchisee shall reimburse the City within sixty (60) days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Rights-of-Way as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

15.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. At the City's option, the billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs, in writing, at the conclusion of each project for information purposes.

Section 16. City's Reservation of Rights.

16.1 Franchisee represents that its Services, as authorized under this Franchise, are a telephone business as defined in RCW 82.16.010, or that it is a service provider as used in RCW 35.21.860 and defined in RCW 35.99.010. As a result, the City will not impose franchise fees under the terms of this Franchise. The City reserves its right to impose a franchise fee on Franchisee if Franchisee's Services as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply or if statutory prohibitions on the imposition of such fees are otherwise removed. The City also reserves its right to require that Franchisee obtain a separate franchise for a change in use, which franchise may include provisions intended to regulate Franchisee's operations as allowed under applicable law. Nothing contained within this Franchise shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

16.2 Franchisee acknowledges that its operation with the City constitutes a telecommunication business subject to the utility tax imposed pursuant to the Mercer Island City Code Chapter 4.12. Franchisee stipulates and agrees that certain of its business activities are subject to taxation as a telecommunication business and that Franchisee shall pay to the City the rate applicable to such taxable services under Mercer Island City Code Chapter 4.12, and consistent with state and federal law. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision

does not limit the City's power to amend Mercer Island City Code Chapter 4.12 as may be permitted by law.

Section 17. Indemnification.

17.1 Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Franchisee's acts, errors or omissions, or from the conduct of Franchisee's business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with this Franchise Agreement, except only such injury or damage as shall have been occasioned by the sole negligence or willful misconduct of the City.

17.2 However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Franchisee and the City, its officers, officials, employees, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section 17 shall survive the expiration or termination of this Agreement.

17.3 The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 16.3. City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit.

17.4 If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

17.5 In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision.

17.6 Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 17. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that

may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

17.7 Notwithstanding any other provisions of this Section 17, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property 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 grossly negligent, willful, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. In no event shall either party be liable to the other 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 such party's performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the gross negligence or any willful, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

17.8 The provisions of this Section 17 shall survive the expiration, revocation, or termination of this Franchise.

Section 18. Insurance.

18.1 Franchisee shall procure and maintain for the duration of this Franchise Agreement and so long as Franchisee has Facilities in the Rights-of-Way,

insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted to Franchisee, its agents representatives or employees. Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, except the Franchisee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 2026.

18.2 No Limitation. Franchisee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

18.3 Minimum Scope of Insurance. Franchisee shall obtain insurance of the types and coverage described below:

(a) Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured on Franchisee's Commercial General Liability insurance policy with respect this Franchise Agreement using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 26 07 04 or a substitute endorsement providing at least as broad coverage.

(b) Property insurance shall be written on an all risk basis.

18.4 Minimum Amounts of Insurance. Franchisee shall maintain the following insurance limits:

(a) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate;

(b) Property insurance shall be written covering the full value of Franchisee's property and improvements with no coinsurance provisions, but self-insurance shall be allowed for property insurance upon showing of compliance with the requirements of Section 18.11 of this Agreement;

(c) Franchisee's 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, but self-insurance shall be allowed for Pollution Liability insurance upon showing of compliance with the requirements of Section 18.11 of this Agreement;

(d) Automobile Liability insurance at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased, or hired vehicles, as applicable, with a minimum limit of \$5,000,000 each accident for bodily injury and property damage; and

(e) Workers' Compensation insurance for Washington State as required by Title 51 RCW Industrial Insurance.

(f) Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

(g) The City may reasonably increase the minimum policy limits and coverage from time to time as the City deems appropriate to adequately protect the City and the public.

18.5 Additional Insured. The Commercial General Liability insurance policy and Excess of Umbrella liability insurance, if any, shall name the City, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of Franchisee's performance of this Franchise. Coverage shall be in

an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until the City has received at least thirty (30) days' advance written notice of such cancellation or change. Franchisee shall be responsible for notifying the City of such change or cancellation.

18.6 Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

18.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

18.8 Verification of Coverage. Franchisee shall furnish the City with certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Franchisee. Upon request by the City, the Franchisee shall furnish and evidence of all subcontractors' coverage.

18.9 Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation that is not being immediately replaced by a substantially similar policy meeting the requirements of this Franchise within seven (7) business days of their receipt of such notice.

18.10 Failure to Maintain Insurance. Failure on the part of Franchisee to maintain the insurance as required shall constitute a material breach of the Franchise, upon which the City may, after giving 5 business days' notice to Franchisee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

18.11 As of the effective date of this Franchise, Franchisee is not self-insured for coverage other than property damage and Pollution Liability. Should Franchisee wish to become self-insured at the other levels outlined in this Franchise at a later date, Franchisee must provide the City with thirty (30) days advanced written notice of its intent to self-insure. In order to self-insure, Franchisee shall comply with the following: (i) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Franchisee or its parent company is responsible for all payments within the self-insured retention; (iii) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Agreement. (iv) provide a written attestation that Franchisee possesses the necessary amount of unencumbered financial assets to support the financial exposure of self-insurance, as evidenced by an outside auditor's review of Franchisee's financial statements; and (v) the City, upon request, may review Franchisee's financial statements.

Section 19. Abandonment of Franchisee's Telecommunications Network.

19.1 Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Rights-of-Way within sixty (60) days of receiving written notice from the City Manager or his/her designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the City Manager or his/her designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or any person doing work for Franchisee. Franchisee shall be solely responsible for all costs associated with removing its Facilities and restoring the Right-of-Way.

19.2 Notwithstanding Section 19.1 above, the City may permit Franchisee's improvements to be abandoned and placed in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City.

19.3 Any Facilities which are not removed within one hundred (120) days of either the date of termination or revocation or the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 19 shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place. The provisions of this Section 19 shall survive the expiration, revocation, or termination of this Franchise.

19.4 If Franchisee leases a structure in the Right-of-Way from a landlord and such landlord later replaces, removes or relocates the structure, for example by building a replacement structure, Franchisee shall remove or relocate its Facilities within the rights-of-way within ninety (90) days of such notification from the landlord at no cost to the City.

19.5 The provisions of this Section 19 shall survive the expiration, revocation, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

Section 20. Security.

20.1 Within 30 days of the execution of this Franchise, Franchisee shall maintain and furnish to the City a Security in favor of the City. "Security" means either an executed performance bond, letter of credit, or a bank or cashier's check made payable to the City, or other form of security acceptable to the City for the purpose of protecting the City from the costs and expenses associated with Franchisee's failure

to comply with its material obligations under and throughout the life of this Franchise, including but not limited to, (a) the City's restoration of its Right-of-Way; (b) the City's removal of any of Franchisee's Facilities that are abandoned without approval or not properly maintained or that need to be removed to protect public health, safety, welfare, or City property; or (c) the City's remediation of environmental and hazardous waste issues caused by Franchisee after Franchisee receives reasonable notice from the City of any of the non-compliance listed above and opportunity to cure.

20.2 The amount of the Security shall be determined by mutual agreement by Franchisee and the City Attorney/City Manager in writing.

20.3 The Bond, if any, must be in a form approved by the City Attorney and issued by a corporate surety authorized and admitted to write surety bonds in Washington state. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability up to \$100,000.00, by a reinsurer listed on the U.S. Treasury list.

20.4 In the event the surety or party issuing the Security cancels or decides not to renew or extend the Security, Franchisee shall obtain, and provide to the City Attorney for approval, a replacement Security with another surety, authorized to do business in Washington, within 30 days of the date the Security has been cancelled or non-renewed. If Franchisee fails to provide the replacement Security within the 30-day period, the City Manager, after consulting with the City Attorney, may immediately suspend Franchisee from any further performance under this Franchise and begin procedures to terminate for default.

20.5 In the event that the City draws upon the Security, Franchisee must replenish the amount of the Security within 30 days. Notwithstanding any provisions of this Franchise to the contrary, the City Manager shall be required to notify Franchisee in writing as a precondition to drawing on, seeking payment under, or executing against the Security.

20.6 In the event that Franchisee shall fully and faithfully comply with all of the terms of this Franchise, the City shall return the Security to Franchisee within 60 days of the Franchise's expiration or termination, to the extent such Security is not otherwise applied consistent with this Franchise.

Section 21. Remedies to Enforce Compliance.

21.1 In addition to any other remedy provided in this Franchise, the City reserves the right to pursue any remedy available at law or in equity to compel or require Franchisee and/or its successors and assigns to comply with the terms of this Franchise and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation for breach of the conditions. In addition to any other remedy provided in this Franchise, Franchisee reserves the right to pursue any remedy available at law or in equity to compel or require the City, its officers, employees, volunteers, contractors and other agents and representatives, to comply with the terms of this Franchise. Further, all rights and remedies provided herein shall be in addition to and cumulative with any and all other rights and remedies available to either the City or Franchisee. Such rights and remedies shall not be exclusive, and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as provided by law, equity or otherwise, and nothing contained in this Franchise shall be deemed or construed to affect any such waiver. The parties reserve the right to seek and obtain injunctive relief with respect to this Franchise to the extent authorized by applicable law and that the execution of this Franchise shall not constitute a waiver or relinquishment of such right. The parties agree that in the event a party obtains injunctive relief, neither party shall be required to post a bond or other security and the parties agree not to seek the imposition of such a requirement.

21.2 If either party violates or fails to comply with any of the provisions of this Franchise, or a permit issued as required by Section 8.2, or should it fail to heed

or comply with any notice given to such party under the provisions of this Franchise (the “Defaulting Party”), the other Party (the “Non-defaulting Party”) shall provide the Defaulting Party with written notice specifying with reasonable particularity the nature of any such breach and the Defaulting Party shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the Non-defaulting Party reasonably determines the breach cannot be cured within thirty (30) days, the Non-defaulting Party may specify a longer cure period, and condition the extension of time on the Defaulting Party’s submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Defaulting Party does not comply with the specified conditions, the Non-defaulting Party may pursue any available remedy at law or in equity as provided in Section 21.1 above, or in the event Franchisee has failed to timely cure the breach, the City, at its sole discretion, may elect to (1) revoke this Franchise pursuant to Section 22, (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against Franchisee (and collect from the Franchise Bond if necessary), or (3) extend the time to cure the breach if under the circumstances additional time is reasonably required. Liquidated damages described in this Section 21.2 shall not be offset against any sums due to the City as a tax or reimbursement pursuant to Section 15.

Section 22. Revocation. If Franchisee willfully violates or fails to comply with any material provisions of this Franchise, then at the election of the Mercer Island City Council after at least sixty (60) days prior written notice to Franchisee specifying the alleged violation or failure, the City may revoke all rights conferred and this Franchise may be revoked by the Council after a hearing held upon such notice to Franchisee. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within thirty (30) days after the hearing, the Mercer Island City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The Mercer Island City Council may in its sole discretion fix an additional time period to cure violations.

If the deficiency has not been cured at the expiration of any additional time period or if the Mercer Island City Council does not grant any additional period, the Mercer Island City Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 23. Non-Waiver. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such covenants, agreements, or option or any other covenants, agreements or option.

Section 24. Police Powers and City Regulations. Nothing within this Franchise shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise and the franchises of similarly-situated entities, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations, consistent with 47 U.S.C. § 253, the location, elevation, manner of construction, and maintenance of any Facilities by Franchisee and other similarly-situated franchisees, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. The City reserves the right to promulgate any additional regulations of general applicability as it may find necessary in the exercise of its lawful police powers consistent with 47 U.S.C. § 253. In the event of a conflict between the provisions of this Franchise and any other ordinance(s) enacted under the City's police power authority, such other ordinances(s) shall take precedence over this Franchise.

Section 25. Cost of Publication. The cost of publication of this Franchise shall be borne by Franchisee.

Section 26. Acceptance. Franchisee shall execute and return to the City its execution and acceptance of this Franchise in the form attached hereto as Exhibit B. The administrative fee pursuant to Section 15.1 is due within thirty days of receipt of the invoice from the City. In addition, Franchisee shall file the certificate of insurance, self-insurance requirements, and the additional insured endorsements obtained pursuant to Section 18, and the Franchise Bond required pursuant to Section 20.

Section 27. Survival. All of the provisions, conditions, and requirements of Section 5, Section 6, Section 8, Section 10, Section 11, Section 13, Section 14, Section 15, Section 17, Section 18, Section 19, Section 20, and Section 28 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by statute, or by contract, and shall survive this Franchise, and any renewals or extensions, to the extent provided for in those sections. All of the provisions, conditions, regulations, and requirements contained in this Franchise shall further be binding upon the successors, executors, administrators, legal representatives, and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its successors and assigns equally as if they were specifically mentioned where Franchisee is named.

Section 28. Changes of Ownership or Control.

28.1 This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless approved in writing by the City, which approval shall not be unreasonably withheld, conditioned or delayed. The above notwithstanding, Franchisee may freely assign this Franchise in whole or in part to a parent, subsidiary, or affiliated entity, unless there is a change of control as described in Section 28.2 below, or for collateral security purposes. Franchisee shall provide prompt, written notice to the City of any such assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 28, no

assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

28.2 Any transactions that singularly or collectively result in a change of more than fifty percent (50%) of the: ultimate ownership or working control of Franchisee, ownership or working control of the Facilities, ownership or working control of affiliated entities having ownership or working control of Franchisee or of the Facilities, or of control of the capacity or bandwidth of Franchisee's Facilities, shall be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are not exempt from City approval if there is a change in control as described in the preceding sentence. Franchisee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of Franchisee. Every change, transfer, or acquisition of control of Franchisee shall cause a review of the proposed transfer. The City shall approve or deny such request for an assignment or transfer requiring City's consent within one-hundred twenty (120) days of a completed application from Franchisee, unless a longer period of time is mutually agreed to by the parties or when a delay in the action taken by the City is due to the schedule of the City Council and action cannot reasonably be obtained within the one hundred twenty (120) day period. In the event that the City adopts a resolution denying its consent and such change, transfer, or acquisition of control has been affected, the City may revoke this Franchise, following the revocation procedure described in Section 22 above. The assignee or transferee must have the legal, technical, financial, and other requisite qualifications to own, hold, and operate Franchisee's Services. Franchisee shall reimburse the City for all direct and indirect costs and expenses reasonably incurred by the City in considering a request to transfer or assign this Franchise, in accordance with the provisions of Section 15.3 and Section 15.4, and shall pay the applicable application fee.

28.3 Franchisee may, without prior consent from the City: (i) lease the Facilities, or any portion, to another person; (ii) grant an indefeasible right of user

interest in the Facilities, or any portion, to another person; or (iii) offer to provide capacity or bandwidth in its Facilities to another person, provided further, that Franchisee shall at all times retain exclusive control over its Facilities and remain fully responsible for compliance with the terms of this Franchise, and Franchisee shall furnish, upon request from the City, a copy of any such lease or agreement, provided that Franchisee may redact the name, street address (except for City and zip code), Social Security Numbers, Employer Identification Numbers or similar identifying information, and other information considered confidential under applicable laws provided in such lease or agreement, and the lessee complies, to the extent applicable, with the requirements of this Franchise and applicable City codes. Franchisee's obligation to remain fully responsible for compliance with the terms under this Section 28.3 shall survive the expiration of this Franchise but only if and to the extent and for so long as Franchisee is still the owner or has exclusive control over the Facilities used by a third party.

Section 29. Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter within this Franchise and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Franchise.

Section 30. Eminent Domain. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of Franchisee's Facilities for the fair market value. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 31. Vacation. If at any time the City, by ordinance and in accordance with applicable laws, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The City shall use reasonable efforts to reserve an appurtenant easement for public utilities within the vacated portion of the Rights-of-Way within which Franchisee may continue to operate existing Facilities under the terms of this Franchise for the remaining period of the

term set forth in Section 1.1. Notwithstanding the preceding sentence, the City shall incur no liability for failing to reserve such easement. The City shall notify Franchisee in writing not less than sixty (60) days before vacating all or any portion of any such area. The City may, after sixty (60) days' written notice to Franchisee, terminate this Franchise with respect to such vacated area.

Section 32. Notice. Any notice or information required or permitted to be given to the parties under this Franchise shall be sent to the following addresses unless otherwise specified by personal delivery, overnight mail by a nationally recognized courier, or by U.S. certified mail, return receipt requested and shall be effective upon receipt or refusal of delivery:

CITY OF MERCER ISLAND
Attn: City Clerk
9611 SE 36th Street
Mercer Island, WA 98040
Telephone: (206) 275-7600

Forged Fiber 37, LLC c/o AT&T
Attn.: Legal Dept – Network Operations
Re: Mercer Island Franchise Agreement (WA)
208 S Akard Street
Dallas, TX 75202-4206
FF_Right_Of_Way@att.com
Emergencies: (425) 786-8816

Section 33. Severability. If any section, sentence, clause, or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Franchise unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

Section 34. Compliance with all Applicable Laws. Each party agrees to comply with all applicable present and future federal, state, and local laws, ordinances, rules, and regulations. This Franchise is subject to ordinances of general applicability enacted pursuant to the City's police powers. The City reserves the right at any time to amend this Franchise to conform to any enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City ordinance enacted pursuant to such federal or state statute or

regulation, when such statute, regulation, or ordinance necessitates this Franchise be amended in order to remain in compliance with applicable laws, but only upon providing Franchisee with thirty (30) days' written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations regarding the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, either party may pursue any available remedies at law or in equity.

Section 35. Attorney Fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, each party shall pay all its legal costs and attorney fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this section shall be construed to limit the City's right to indemnification under Section 17 of this Franchise.

Section 36. Hazardous Substances. Franchisee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors, or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, costs, and liabilities including reasonable attorney fees and costs, arising out of or in connection with the cleanup or restoration of the property to the extent caused by Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage, or disposal of such substances by Franchisee's agents, contractors, or other persons acting under Franchisee's control, whether or not intentional.

Section 37. Licenses, Fees and Taxes. Prior to constructing any Facilities or providing Services within the City, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay all applicable taxes on personal property and Facilities owned or placed by Franchisee in the Rights-of-Way and shall pay all applicable license

fees, permit fees, and any applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees properly imposed by the City under this Franchise.

Section 38. Miscellaneous.

38.1 The City and Franchisee respectively represent that their respective signatories are duly authorized and have full right, power, and authority to execute this Franchise on such party's behalf.

38.2 Any litigation between the City and Franchisee arising under or regarding this Franchise shall occur if in the state courts, in the King County Superior Court, and if in the federal courts, in the United States District Court for the Western District of Washington.

38.3 If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

(a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with all terms contained in this Franchise; or

(b) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 19.

38.4 Section captions and headings are intended solely to facilitate the reading of this Franchise. Such captions and headings shall not affect the meaning or interpretation of the text within this Franchise.

38.5 Where the context so requires, the singular shall include the plural and the plural includes the singular.

38.6 Franchisee shall be responsible for obtaining all other required approvals, authorizations, and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty, or

covenant whether any of the foregoing approvals, authorizations, or agreements are required or have been obtained by Franchisee.

38.7 This Franchise is subject to all applicable federal, State and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended and the Rules and Regulations of the FCC. Neither the City nor Franchisee waive any rights they may have under any such laws, rules or regulations.

38.8 There are no third-party beneficiaries to this Franchise.

38.9 This Franchise may be enforced at both law and in equity.

Section 39. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section or subsection numbering; or references to other local, state or federal laws, codes, rules, or regulations.

Section 40. Effective Date. This ordinance shall take effect and be in force five (5) days from and after its passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND THIS 3rd DAY OF MARCH, 2026; AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 4th DAY OF MARCH, 2026.

David Rosenbaum, Mayor

Attest: _____
Deborah A. Estrada, Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

PUBLISHED:
EFFECTIVE:

EXHIBIT A
Description of existing and/or initial facilities and system

As of the effective date of this Franchise, Franchisee has no owned Facilities located in the City's Rights-of-Way.

EXHIBIT B

STATEMENT OF ACCEPTANCE

Forged Fiber 37, LLC, a Delaware limited liability company ("Forged Fiber") for itself, its successors and assigns, accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached and incorporated by this reference. Forged Fiber declares that it has carefully read the terms and conditions of this Franchise and unconditionally accepts all of the terms and conditions of the Franchise and agrees to abide by such terms and conditions. Forged Fiber has relied upon its own investigation of all relevant facts and it has not been induced to accept this Franchise and it accepts all reasonable risks related to the interpretation of this Franchise.

Forged Fiber 37, LLC,
a Delaware limited liability company

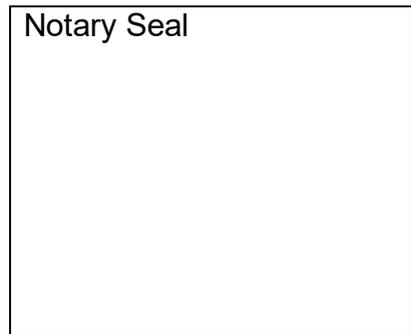
By: _____ Date: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
)SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
Washington
My appointment expires: _____



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

**AB 6876
March 3, 2026
Consent Agenda**

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6876: Island Crest Way Corridor Improvements Trail Easement | <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 relinquish a portion of the pathway easement (recording number 7812260677) in exchange for a new wider trail easement, both to be approved by the City Attorney substantially in the form of Exhibits 2 and 3. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | Public Works |
| STAFF: | Jason Kintner, Chief of Operations Kellye Hilde, Public Works Deputy Director Rebecca Corigliano, Transportation Engineer |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Location Map 2. Partial Relinquishment of Pathway Easement 3. Proposed Permanent Easement for Trail |
| 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 request City Council authorization for the partial relinquishment of an existing pathway easement in exchange for acceptance of a new wider trail easement granted by the Mercer Island School District to support the [Island Crest Way Shared Use Path Phase 1 project](#). Pursuant to [RCW 39.33.010](#), the City Council must authorize changes to property interests for all public property, including easements. This agenda item will:

- Provide background on the Island Crest Way Shared Use Path Phase 1 project (Exhibit 1) and the existing pathway easement.
- Describe the request to relinquish the existing 1978 pathway easement and accept a new 10.5-foot-wide trail easement from the Mercer Island School District (Exhibits 2 and 3).
- Explain the need for a new trail easement.
- Describe the mutual benefits of this action for both the City and the Mercer Island School District, including improved pedestrian and bicycle mobility and safety along Island Crest Way.

BACKGROUND

The Island Crest Way Shared Use Path Phase 1 project will enhance the connection between the south end of Island Crest Park (SE 60th Street) and Island Park Elementary through the construction of a paved 10-foot-wide shared use path. This project was developed from the [Island Crest Way Corridor Safety Analysis](#), which identified corridor-wide improvements to enhance mobility and safety for pedestrians and bicyclists. Prior projects stemming from the safety analysis include the new crosswalk improvements at SE 63rd Street, SE 62nd Street, and the Island Park Elementary driveway, which were constructed in summer 2024.

The adopted 2025-2030 Capital Improvement Program includes design of the Island Crest Way Shared Use Path Phase 1 project in 2025-2026 and construction in 2027. Phase 1 project limits were selected to connect pedestrians with adjacent destinations, including Island Park Elementary, Deane's Children's Park, and Island Crest Park, while improving eligibility for future grant funding. The Phase 1 project received a Washington State Transportation Improvement Board (TIB) grant of \$850,000 in February 2025. Additional phases of the shared use path, as well as other corridor safety improvements, will be proposed in future updates to the Six-Year Transportation Improvement Program (TIP).

The existing 5-foot-wide easement, granted to the City in 1978 along parcel 192405-9040 (Island Park Elementary), provided for construction of the original pathway but is too narrow to accommodate the wider proposed shared use path. To construct the new shared use path, the City requires a 10.5-foot-wide easement spanning the south 180 feet of the Mercer Island School District parcel, as described in Exhibit B of Exhibit 3.

ISSUE/DISCUSSION

The Mercer Island School Board approved both the partial relinquishment of the existing easement and granting of the new easement (Exhibits 2 and 3) at their January 15, 2026, meeting.

The new easement and subsequent construction of the new shared use path is mutually beneficial to the City and the School District. The easement allows the City to complete the Island Crest Way Shared Use Path Phase 1 project to improve mobility and safety between Island Park Elementary, Deanes Children's Park, Island Crest Park, and the surrounding neighborhood.

NEXT STEPS

Following City Council approval, staff will conduct final review of the partial relinquishment of pathway easement (Exhibit 2) and new trail easement (Exhibit 3) by the City Attorney and execute and record the easement documents with the King County Department of Records. The final design of the Island Crest Way Shared Use Path Phase 1 project will be completed in 2026 and construction of the shared use path is anticipated to begin in 2027.

RECOMMENDED ACTION

Authorize the City Manager to relinquish a portion of the pathway easement (recording number 7812260677) in exchange for a new wider trail easement, both to be approved by the City Attorney substantially in the form of Exhibits 2 and 3.

When recorded return to:
City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

PARTIAL RELINQUISHMENT OF PATHWAY EASEMENT

**Reference #s of Documents Released
or Assigned:**

7812260677

Grantor:

Mercer Island School District No. 400

Grantee:

City of Mercer Island

**Abbreviated Legal Description
of Grantee Property:**

EASEMENT FOR PATHWAY under
portion of Grantor’s property

Full Legal Description is on Page:

Exhibit “A”

Assessor’s Tax Parcel Number:

192405-9040

This Partial Relinquishment of an Easement for Pathway (this “**Agreement**”) is entered by and between the City of Mercer Island, a municipal corporation of the State of Washington (“**Mercer Island**”) and Mercer Island School District No. 400 (the “**Owners**”).

RECITALS

- A. Owners are the owners in fee of that certain real property situated in King County, Washington (the “**Property**”) legally described on Exhibit A attached hereto and incorporated herein.
- B. The Property is burdened by an easement, granted in 1978, to the City of Mercer Island for the purpose of constructing the pathway in connection with paving and other roadway construction on the adjoining streets under Recording No. 7812260677 of the Official Records of King County (the “**Easement**”), attached and incorporated herein as Exhibit B.
- C. Mercer Island agrees to partially relinquish the south 180 feet of the Easement as shown on Exhibit C in exchange for an updated easement to be granted concurrent with the relinquishment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for other valuable consideration the sufficiency of which is agreed upon by the

parties, the parties hereby agree as follows:

1. Description of the Easement. The Property is currently subject to the Easement as shown on Exhibit B.
2. Partial Relinquishment of the Easement. Mercer Island hereby releases and relinquishes its rights, title, and interest in the Easement as shown on Exhibit C.
3. Integration. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral; in effect between the parties regarding the subject matter hereof.
4. Amendment. This Agreement may not be amended or modified except in writing signed by each of the parties hereto.
5. Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute one Agreement. However, this Agreement shall not be effective unless and until each counterpart signature has been obtained.
6. Governing Law. This Agreement shall be governed by the laws of the State of Washington.
7. Authorized Signature. Each party to this Agreement warrants and represents to the other party that the individual signing this Agreement on behalf of such party has been duly authorized to execute this Agreement.

| |
|--|
| Owners |
| <u>Mercer Island School District No. 400</u> (corporation name) |
| By: _____ (signature) |
| <u>Fred Rundle</u> (typed/printed name) |
| <u>Superintendent</u> (title) |

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____,
to me known to be the _____ of _____,
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this day of _____, 20__.

(notary signature)

(typed/printed name of notary)

Notary Public in and for the State of Washington.
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. NCS-1276505-WA1, DATED AUGUST 25, 2025)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WEST OF THE EAST MARGIN OF 88TH AVENUE SOUTHEAST.

EXCEPT COUNTY ROAD.

ALSO EXCEPT THAT PORTION DEEDED TO THE CITY OF MERCER ISLAND FOR ROAD BY DEED RECORDED NOVEMBER 27, 1968 UNDER RECORDING NUMBER 6440298.

EXHIBIT B

EXHIBIT C

EXHIBIT C
PARCEL NO. 192405-9040
EXISTING PATHWAY EASEMENT
(7812260677)

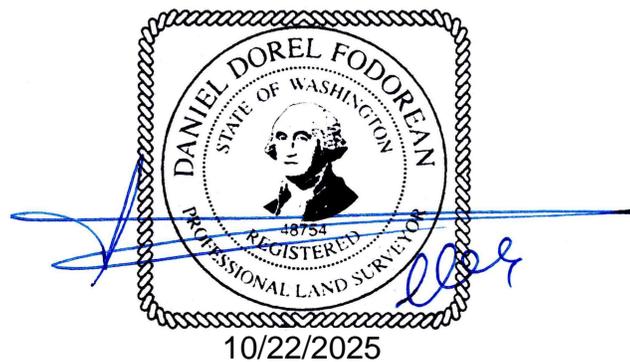
THE SOUTH 180.00 FEET OF THE EAST 5.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".
CONTAINING 900 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER FIRST AMERICAN TITLE COMPANY ORDER NO. NCS-1276505-WA1, DATED AUGUST 25, 2025)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING
COUNTY, WASHINGTON, LYING WEST OF THE EAST MARGIN OF 88TH AVENUE SOUTHEAST.

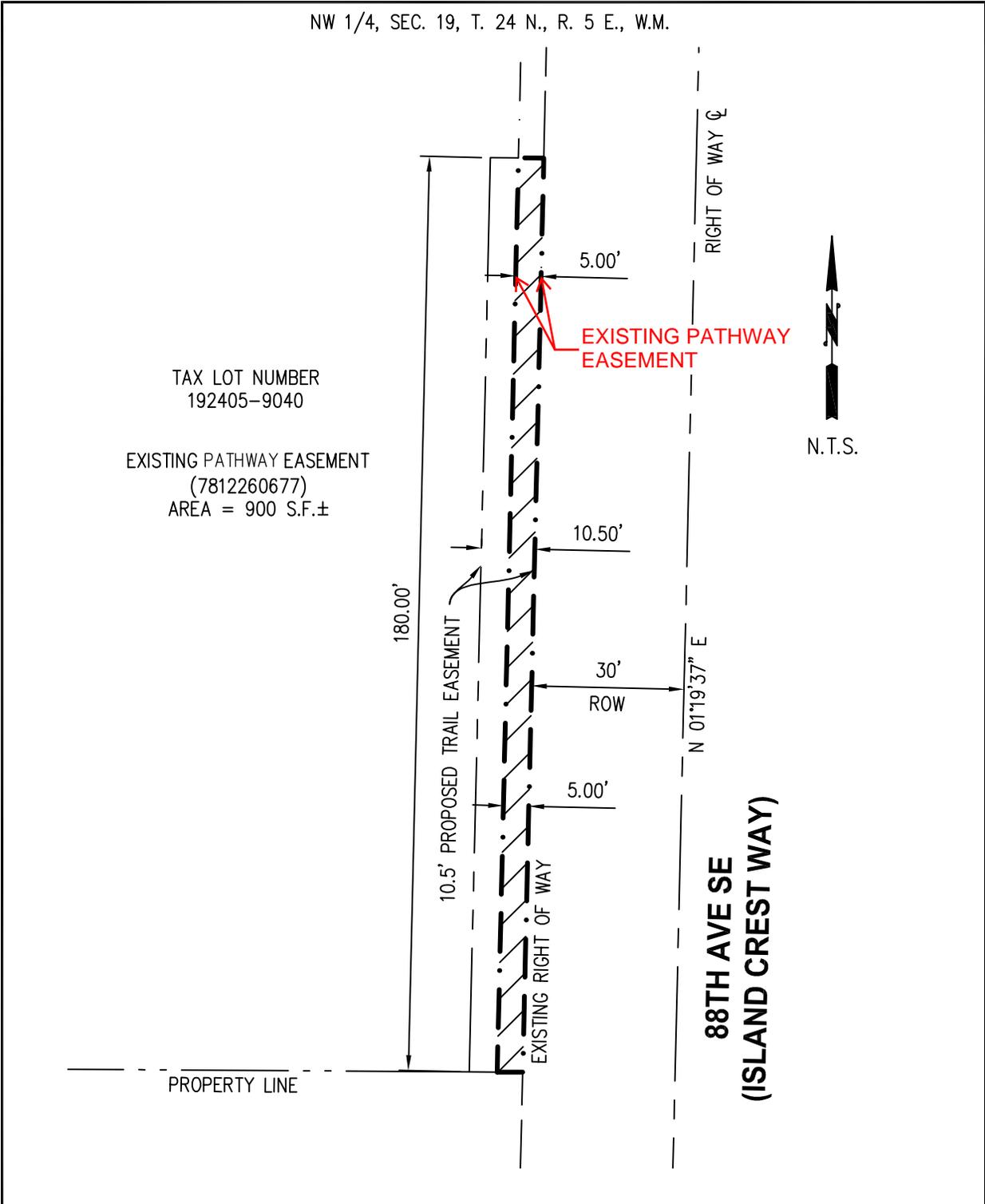
EXCEPT COUNTY ROAD.

ALSO EXCEPT THAT PORTION DEEDED TO THE CITY OF MERCER ISLAND FOR ROAD BY DEED
RECORDED NOVEMBER 27, 1968 UNDER RECORDING NUMBER 6440298.



192405-9040-ESMT-EX.DOCX

PSOMAS



DATE: 10/22/2025

FILE: 192405-9040-ESMT-EX.DWG

| | |
|----------------------|--|
| <p>PSOMAS</p> | <p>EXHIBIT <u>C</u> PARCEL 192405-9040 EXISTING PATHWAY EASEMENT</p> |
|----------------------|--|

Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

PERMANENT EASEMENT FOR TRAIL

Grantor (s): Mercer Island School District No. 400
Grantee (s): CITY OF MERCER ISLAND
Property Legal Description (abbreviated): Ptn. of SE1/4, SW1/4, NW1/4 Sec. 19, T24N, R05E, W.M.
Additional Legal(s) on Exhibit A
Easement Legal Description (abbreviated): The S 180FT of the E 10.5FT
Additional Legal(s) on Exhibit B
Assessor's Tax Parcel ID#(s): 192405-9040

RECITALS

- A. Mercer Island School District No. 400 ("**Grantor**") is the owner of certain real property (the "**Property**") located in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.
- B. The City of Mercer Island, a Washington municipal corporation ("**Grantee**"), desires to construct a trail at Island Park Elementary School (5437 Island Crest Way) and requires a portion of the Property in which to locate the improvements.
- C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. Grantor grants, conveys and warrants to the Grantee a perpetual, permanent trail easement ("Easement") for public access, ingress and egress, under, over, across and through that portion of the Property legally described and depicted in Exhibit "B", attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantor, at such times as deemed necessary by Grantee, to enter upon the Property to inspect, design, construct, reconstruct, repair and replace trail and trail lighting, including, but not limited to, landscaping described in Section 19.09.030 of the Mercer Island City Code as it exists or as hereafter amended, or any other codes, rules or regulations applicable to public improvements, together with all necessary or convenient appurtenances thereto. Following the initial construction of the improvements, Grantee may from time to time construct such additional improvements as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the improvements within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work. Grantee shall be solely responsible for the operation, maintenance, and repair of the trail and related improvements within the Easement, and for

claims arising from the condition of or public use of the trail, except to the extent caused by the negligence or intentional misconduct of Grantor.

2. Access. Grantor also covenants and agrees that Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder, provided that when Grantee or its contractors, agents, or employees enter the Property outside the Easement, Grantee shall coordinate such access in advance with Grantor, except in the event of an emergency. Grantee and its contractors shall comply with the Grantor's reasonable site access and safety requirements applicable to school property, including check-in procedures and background check requirements for individuals present on campus during school hours.

3. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantor reserves the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantor shall not construct or maintain any buildings or other structures on the Easement. Grantor shall not perform digging, tunneling or other form of construction activity on the Property, which would disturb the compaction or unearth the trail or endanger the lateral support to the trail or other improvements within the Easement.

4. Indemnification. Grantor agrees to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantor or Grantor's agents or invitees within or with respect to the Easement.

5. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantor and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS _____ day of _____, 20__.

| |
|--|
| GRANTOR |
| <u>Mercer Island School District No. 400</u> (corporation name) |
| By: _____ (signature) |
| <u>Fred Rundle</u> (typed/printed name) |
| <u>Superintendent</u> (title) |

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this day of _____, 20__.

(notary signature)

(typed/printed name of notary)

Notary Public in and for the State of Washington.
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. NCS-1276505-WA1, DATED AUGUST 25, 2025)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WEST OF THE EAST MARGIN OF 88TH AVENUE SOUTHEAST.

EXCEPT COUNTY ROAD.

ALSO EXCEPT THAT PORTION DEEDED TO THE CITY OF MERCER ISLAND FOR ROAD BY DEED RECORDED NOVEMBER 27, 1968 UNDER RECORDING NUMBER 6440298.

EXHIBIT B

EXHIBIT B
PARCEL NO. 192405-9040
TRAIL EASEMENT

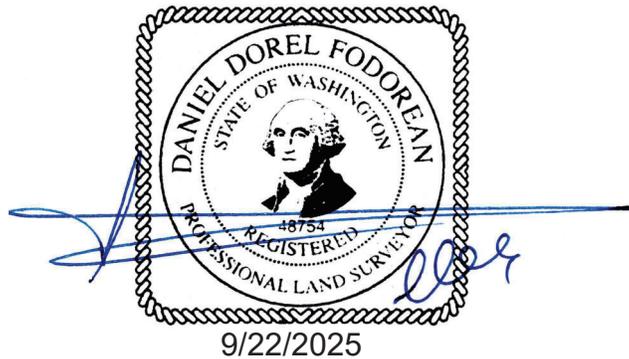
THE SOUTH 180.00 FEET OF THE EAST 10.50 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".
CONTAINING 1,890 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER FIRST AMERICAN TITLE COMPANY ORDER NO. NCS-1276505-WA1, DATED AUGUST 25, 2025)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING
COUNTY, WASHINGTON, LYING WEST OF THE EAST MARGIN OF 88TH AVENUE SOUTHEAST.

EXCEPT COUNTY ROAD.

ALSO EXCEPT THAT PORTION DEEDED TO THE CITY OF MERCER ISLAND FOR ROAD BY DEED
RECORDED NOVEMBER 27, 1968 UNDER RECORDING NUMBER 6440298.



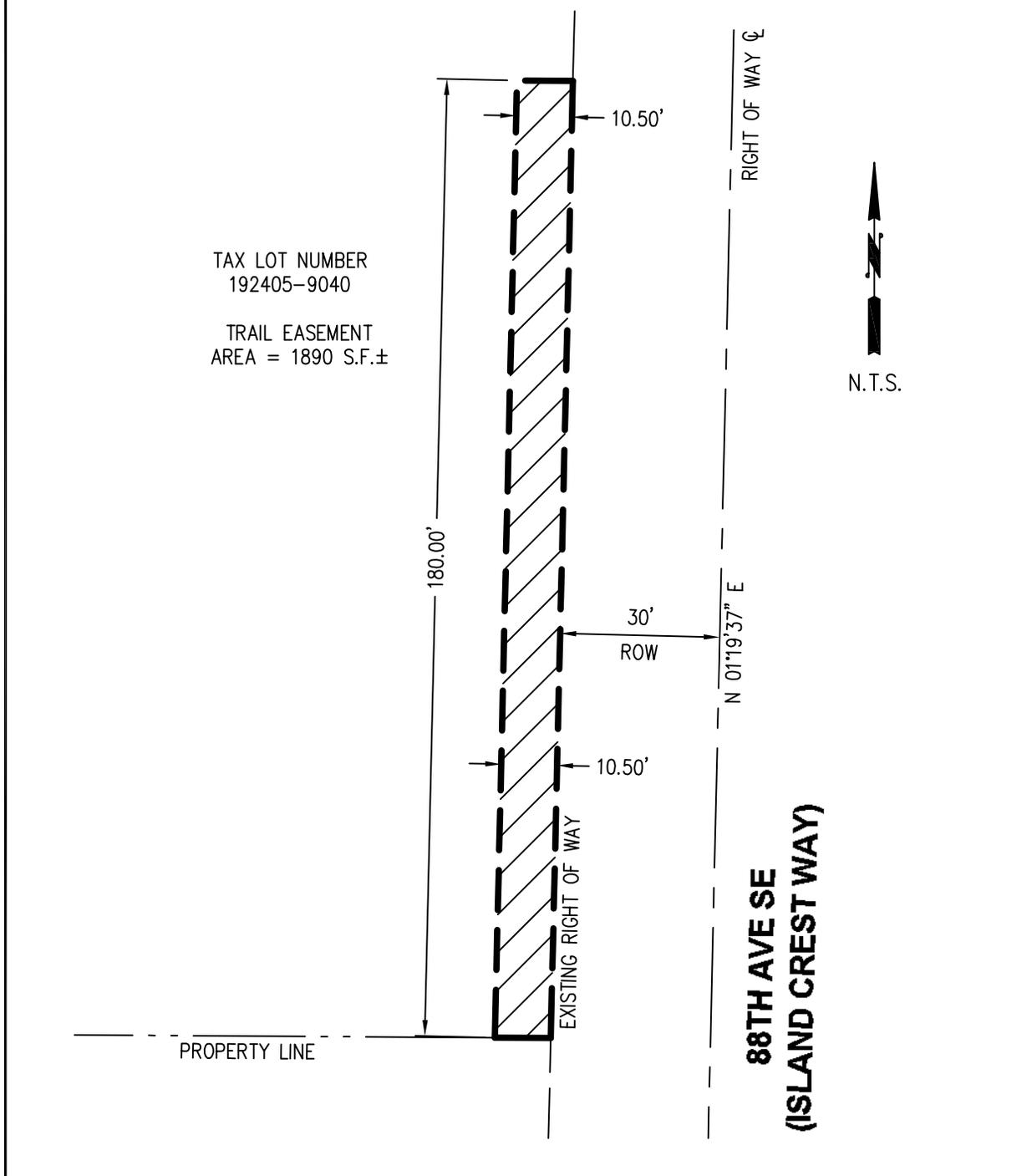
192405-9040-ESMT.DOCX

PSOMAS

NW 1/4, SEC. 19, T. 24 N., R. 5 E., W.M.

TAX LOT NUMBER
192405-9040

TRAIL EASEMENT
AREA = 1890 S.F.±



DATE: 9/22/2025

FILE: 192405-9040-ESMT.DWG

PSOMAS

EXHIBIT B
PARCEL 192405-9040
TRAIL EASEMENT



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

**AB 6877
March 3, 2026
Consent Agenda**

AGENDA BILL INFORMATION

| | | |
|----------------------------|---|---|
| TITLE: | AB 6877: Safe Streets and Roads for All Program Grant Agreement | <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 accept the Fiscal Year 2024 Safe Street and Roads for All Grant Program award and execute the agreements and amendments related to the grant program. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | Public Works |
| STAFF: | Jason Kintner, Chief of Operations Kellye Hilde, Deputy Public Works Director Rebecca Corigliano, Transportation Engineer |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. USDOT / FHWA Grant Agreement under the Fiscal Year 2024 Safe Streets and Roads for All Grant Program |
| 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

Staff is seeking authorization from the City Council to accept a grant award from the U.S. Department of Transportation’s Federal Highway Administration (FHWA) to update the Pedestrian and Bicycle Facilities Plan.

- In July 2023, the City applied to and was awarded a grant from the Safe Streets and Roads for All (SS4A) program to develop a Comprehensive Safety Transportation Action Plan (Transportation Action Plan).
- At their February 4, 2025 meeting, the City Council authorized the City Manager to accept the Transportation Action Plan award funds ([AB 6620](#)).
- The Transportation Action Plan will recommend projects and strategies to improve roadway safety on Mercer Island and development of the plan is anticipated for 2027-2028.
- The SS4A grant funds will cover 80% of the Transportation Action Plan project costs up to \$160,000 and requires a 20% City match of \$40,000.
- In 2024, the City was selected to receive supplemental funding through a 2024 SS4A grant to update the Pedestrian and Bicycle Facilities Plan (PBF Plan).

- The PBF Plan update is planned for 2026-2027, ahead of the Transportation Action Plan. Findings from the PBF Plan will inform development of the Transportation Action Plan.
- The SS4A grant funds will cover up to \$320,000 of the PBF Plan update and requires a City match of \$80,000.
- Staff is now bringing the PBF Plan award funds to the City Council for approval.

BACKGROUND

The Bipartisan Infrastructure Law established the Safe Streets and Roads for All (SS4A) grant program and appropriated \$5 billion over five years (2022-2026). The grant program is administered by the U.S. Department of Transportation's Federal Highway Administration (FHWA). The grant program funds regional, local, and tribal initiatives that support the development of Transportation Action Plans to reduce or eliminate serious injury and fatal crashes.

The City applied for and was awarded a 2023 SS4A grant and a 2024 SS4A supplemental grant. The 2023 grant will fund the development of the City's Transportation Action Plan. The grant funds will cover 80% of the project costs up to \$160,000 and require a 20% City match of \$40,000. The City has up to five years to spend the funds and complete the Transportation Action Plan.

In 2024, the City was selected to receive supplemental planning funds through a 2024 SS4A grant to update the Pedestrian and Bicycle Facilities Plan (PBF Plan). The PBF Plan update is planned for 2026-2027, ahead of completion of the Transportation Action Plan. Findings from the PBF Plan will inform development of the Transportation Action Plan. The supplemental grant award covers 80% of the PBF Plan costs, up to \$320,000, and requires a 20% City match of \$80,000.

At their February 4, 2025 meeting, the City Council authorized the City Manager to accept the Transportation Action Plan award funds, which were tied to the PBF Plan award funds ([AB 6620](#)). Staff is now bringing the PBF Plan award funds to the City Council for approval.

ISSUE/DISCUSSION

The City's existing PBF Plan was created in 1996 and underwent marginal updates in 2010. Since then, standards have changed and various new facilities have been built throughout the island. The City is due for an updated PBF Plan to reflect our existing facilities and suggest future improvements for roadway, pedestrian, and bicycle facilities.

The City's updated PBF Plan will comply with standards established by the Americans with Disabilities Act (ADA), evaluate the use of current street design guidelines, identify and evaluate future needs, propose future projects, provide preliminary scopes of work, and establish priorities with the intent to provide a roadmap, foundation, and timeline for future improvements. Ultimately, the updated PBF Plan will inform the Transportation Action Plan.

The Fiscal Year 2024 SS4A grant agreement for the PBF Plan is included as Exhibit 1 and requires approval by the City Council.

NEXT STEPS

With the authorization of the 2024 SS4A grant agreement, work on the PBF Plan update will begin in 2026-2027 with adoption by the City Council anticipated in 2028. The Transportation Action Plan will begin in 2027-2028, incorporating elements from the PBF Plan and is anticipated to be adopted by the City Council in 2029. Both plans, once completed, will include future capital projects that will need to be prioritized and scheduled in the City's Transportation Improvement Plan and Capital Improvement Plan.

RECOMMENDED ACTION

Authorize the City Manager to accept the Fiscal Year 2024 Safe Street and Roads for All Grant Program award in Exhibit 1 and execute all agreements and amendments related to the grant program.

1. Federal Award No.

693JJ32640165

2. Effective Date

See No. 16 Below

3. Assistance

Listings No.
20.939

4. Award To

City of Mercer Island
9611 SE 36th St
Mercer Island, WA 98040

5. Sponsoring Office

U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

Unique Entity Id.: MU21VURG4JH3
TIN No.: 916017561

6. Period of Performance

Effective Date of Award – 36 Months

7. Total Amount

| | |
|----------------------|-----------|
| Federal Share: | \$320,000 |
| Recipient Share: | \$80,000 |
| Other Federal Funds: | \$0 |
| Other Funds: | \$0 |
| Total: | \$400,000 |

8. Type of Agreement

Grant

9. Authority

Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.

HSA240693PR

11. Federal Funds Obligated

\$320,000

12. Submit Payment Requests To

See Article 5.

13. Accounting and Appropriations Data

15X0174E50.0000.055SR30500.5592000000.4
1010.61006600

14. Description of the Project

The Mercer Island Pedestrian and Bicycle Facilities (PBF) Plan will reflect existing and future, planned conditions of roadway, pedestrian, and bicycle facilities to support the development of the Action Plan.

RECIPIENT

15. Signature of Person Authorized to Sign

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name: Jessi Bon
Title: City Manager

Signature Date
Name: Ryan Buck
Title: Agreement Officer

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation’s (the “USDOT”) Federal Highway Administration (the “FHWA”) and the City of Mercer Island (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the City of Mercer Island Pedestrian and Bicycle Facilities Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All (“SS4A”) Grant Program,” dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2024.” Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: City of Mercer Island Pedestrian and Bicycle Facilities Plan

Application Date: April 3, 2024

2.2 Award Amount.

SS4A Grant Amount: \$320,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project’s Statement of Work.

The Mercer Island Pedestrian and Bicycle Facilities (PBF) Plan will comply with standards established by the Americans with Disabilities Act (ADA), evaluate the use of current street design guidelines, identify/evaluate projects, provide preliminary scopes of work, and establish priorities with the intent to provide a roadmap, foundation, and timelines for future improvements. Ultimately, the PBF Plan will inform the Action Plan.

3.2 Project’s Estimated Schedule.

Action Plan Schedule

| Milestone | Schedule Date |
|---|----------------------|
| Planned Final Plan Publicly Available Date: | February 6, 2029 |
| Planned SS4A Final Report Date: | February 23, 2029 |

Supplemental Planning Schedule

Item 9.

| Milestone | Schedule Date |
|---|-------------------|
| Planned Final Plan Publicly Available Date: | February 22, 2028 |
| Planned SS4A Final Report Date: | February 23, 2029 |

Project's Estimated Costs.

(a) Eligible Project Costs

| Eligible Project Costs | |
|-------------------------------------|------------------|
| SS4A Grant Amount: | \$320,000 |
| Other Federal Funds: | \$0 |
| State Funds: | \$0 |
| Local Funds: | \$0 |
| In-Kind Match: | \$0 |
| Other Funds: | \$80,000 |
| Total Eligible Project Cost: | \$400,000 |

(b) [RESERVED]

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Rebecca Corigliano
Transportation Engineer
City of Mercer Island
9611 SE 36th St, Mercer Island, WA 98040
(206) 572-5032
rebecca.corigliano@mercerisland.gov

4.2 Recipient Key Personnel.

| Name | Title or Position |
|--------------------|-------------------------|
| Rebecca Corigliano | Transportation Engineer |

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Washington
Agreement Officer’s Representative (AOR)
711 Capitol Way S. Suite 501
Olympia, WA 98501
(360)753-9480
hdawa@dot.gov

Shin-Che Huang
Transportation Engineer
FHWA Washington Division
711 Capitol Way S., Suite 501
Olympia, WA 98501
(360)753-8079
shin-che.huang@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Item 9.

Study Area: City of Mercer Island

Table 1: Performance Measure Table

| Measure | Category and Description | Measurement Frequency and Reporting Deadline |
|-------------------------------------|---|--|
| Costs | Project Costs: Quantification of the cost of each eligible project carried out using the grant | Within 120 days after the end of the period of performance |
| Lessons Learned and Recommendations | Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets. | Within 120 days after the end of the period of performance |

**ATTACHMENT B
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: The proposed project start date and end date differ in this agreement from what was submitted in the application materials. The project will start approximately close to what was estimated however the Period of Performance has been lengthened from one year to 36 months based on post-application learning from the experience of other recipients in completing procurement and completing similar projects.

Budget: N/A

The table below provides a summary comparison of the project budget.

| Fund Source | Application | | Section 3.3 | |
|---|-------------|---|-------------|---|
| | \$ | % | \$ | % |
| Previously Incurred Costs (Non-Eligible Project Costs) | | | | |
| Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Previously Incurred Costs | | | | |
| Future Eligible Project Costs | | | | |
| SS4AFunds | | | | |
| Other Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Future Eligible Project Costs | | | | |
| Total Project Costs | | | | |

[RESERVED]

ATTACHMENT D

[RESERVED]

**ATTACHMENT E
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

| | |
|---|--|
| | The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i> |
| | The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i> |
| | The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i> |
| | The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i> |
| | The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i> |
| | The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i> |
| X | The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i> |
| | The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award. |

2. Supporting Narrative.

As part of this project, the City of Mercer Island will identify and review options to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards on projects recommended by the Mercer Island Pedestrian and Bicycle Facilities (PBF) Plan.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

| | |
|--|--|
| | The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. |
| | The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security. |
| | The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment. |

2. Supporting Narrative.

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

ATTACHMENT G

Item 9.

[RESERVED]



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6878
March 3, 2026
Consent Agenda

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6878: Reservoir Standby Generator Replacement Project Closeout | <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: | Accept the completed Reservoir Standby Generator Replacement Project and authorize staff to close out the project. | |

| | |
|-------------------------------|--|
| DEPARTMENT: | Public Works |
| STAFF: | Jason Kintner, Chief of Operations Kellye Hilde, Deputy Director Clint Morris, Capital Division Manager Christopher Marks, Utilities Engineer |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Construction Photos |
| CITY COUNCIL PRIORITY: | 3. Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks. |

| | |
|-------------------------------|--------------|
| AMOUNT OF EXPENDITURE | \$ 1,417,566 |
| AMOUNT BUDGETED | \$ 1,605,279 |
| APPROPRIATION REQUIRED | \$ n/a |

EXECUTIVE SUMMARY

The purpose of this agenda bill is to accept the completed Reservoir Standby Generator Replacement Project (WU0119/90.40.0038) and authorize staff to close out the project.

- Washington State Department of Health regulations ([WAC 246-290-420](#)) require public water systems to maintain continuity of service during power outages.
- The Reservoir Standby Generator provides emergency power to the Reservoir Booster Pump Station and the emergency well at Rotary Park.
- The existing 235-kilowatt diesel generator, originally installed in 1975, was undersized, had exceeded its useful life, and required replacement to ensure reliable emergency operation.
- The Reservoir Standby Generator Replacement Project (Exhibit 1):
 - Replaced the existing 235-kilowatt generator with a new 500-kilowatt generator installed outside the building;
 - Installed a new automatic transfer switch, manual transfer switch, and portable generator connection port; and
 - Replaced the existing diesel fuel storage tank.
 - The project was included in the Water Capital Improvement Program since 2019 with an initial budget of \$360,000.

- On July 13, 2023, [AB 6183](#) appropriated an additional \$1,245,279 from the Water Fund to bring the project budget to \$1,605,279, and authorized award of the construction contract to McClure and Sons, Inc.
- Construction began on July 21, 2023, and final completion was reached on June 3, 2025.
- Upon project closeout, \$187,713 in unspent project budget will be returned to the Water Fund.

BACKGROUND

Washington State Department of Health drinking water regulations ([WAC 246-290-420](#)) require public water systems to maintain continuity of service and protect public health during emergency conditions, including power outages. On Mercer Island, this reliability is provided primarily through standby diesel generators. To support long-term reliability, the City's Capital Improvement Program funds a systematic replacement of generators serving both water and sewer utility facilities.

The City's reservoir site houses an emergency backup generator that serves both the Reservoir Booster Pump Station and the emergency well at nearby Rotary Park. The existing diesel generator, originally installed in 1975, had been in service for more than 47 years and had reached the end of its useful life, necessitating replacement to maintain reliable emergency power.

In 2019, the City retained Murraysmith to evaluate electrical system loads and prepare design documents for generator replacement. The original project scope proposed replacing the existing 235-kilowatt unit with the same capacity within the building; however, a detailed load analysis determined 235-kilowatt capacity was insufficient to meet current operational demands and future improvements, including the booster chlorination system planned for 2023 and pump system upgrades planned for 2024. To ensure adequate capacity and long-term reliability, the replacement generator size was increased to 500 kilowatts.

The larger generator footprint, combined with limited available floor space inside the pump station building, led to the decision to locate the new unit outside the building. During design, the existing automatic transfer switch was determined to be obsolete, with replacement parts no longer available. As a result, the project scope was expanded to include installation of a new automatic transfer switch and infrastructure to accommodate connection of a portable generator. The addition of portable generator connection ports is now standard practice for City generator upgrades, as they enhance operational flexibility and strengthen emergency response capability in the event of permanent generator failure.

Final design was completed in 2022, and the project was advertised in the Fall of that year. Five construction bids were received and opened on October 20, 2022. The lowest responsive bid was received from McClure and Sons, Inc. in the amount of \$1,138,555. Following City Council's approval of [AB 6183](#), the Reservoir Standby Generator Replacement Project (90.40.0038) budget was set at \$1,605,279, and a notice to proceed was issued to McClure and Sons, Inc. on July 13, 2023.

ISSUE/DISCUSSION

PROJECT DESCRIPTION

The purpose of this project was to replace the existing 235-kilowatt emergency generator located inside the Reservoir Booster Pump Station with a new 500-kilowatt generator installed outside the building. The work also included installation of a new automatic transfer switch, manual transfer switch, and portable generator connection port; relocation of the existing diesel fuel storage tank; and modification of an existing rockery wall to accommodate the exterior placement of the new generator. Exhibit 1 shows photos of the project before, during, and after construction.

Although the Notice to Proceed was issued in July 2023, long lead times and site constraints delayed delivery of the new generator until June 2024, approximately eleven months later than anticipated. This delay extended the construction schedule and compounded congestion at the reservoir site, where work associated with the North and South Reservoir Tank Improvements Project and the Booster Pump Station Upgrades Project was occurring concurrently. The overlapping projects limited site access and slowed remaining civil and electrical work.

A critical component of the project was the electrical cutover plan. Because the Reservoir Booster Pump Station supplies domestic water and fire flow to most of Mercer Island, service interruptions were not permitted. The cutover plan outlined the sequence of work required to route temporary power to all critical equipment while the existing generator and transfer switch were removed and the new system was placed into service. This work was successfully completed in January 2025 during the winter months to avoid peak summer water service demand and minimize operational risk. After operational testing and completion of punch list work, final project completion was reached on June 3, 2025.

PROJECT EXPENDITURES

The project experienced minor changes during construction, including replacement of the existing 1,000-gallon fuel storage tank (rather than relocation) and the addition of a refueling station at the new tank. These additions were largely offset by the removal of final site paving that had originally been included in the contract. Final paving has been deferred to coordinate with upcoming reservoir security improvements and future storm drainage upgrades at the site.

Other unforeseen construction items were paid for using the approved construction contingency and included additional charges from Puget Sound Energy (PSE) for power utility connections, Brown & Caldwell for programming integration, and Valley Electric for electrical support services. A summary of final project costs is provided in Table 1 below.

Table 1

| RESERVOIR STANDBY GENERATOR REPLACEMENT (WU0119/90.40.0038) PROJECT COSTS | | |
|--|---------------------------------|----------------------------|
| PROJECT ELEMENTS | ORIGINAL BUDGET (AB6183) | ACTUAL EXPENDITURES |
| Design Phase (<i>Murraysmith, Inc.</i>) | \$77,013 | \$59,081 |
| Construction Contract (<i>McClure & Sons, Inc.</i>) | \$1,138,555 | \$1,116,905 |
| Construction Contingency (<i>PSE/Brown and Caldwell/Valley Electric</i>) | \$227,711 | \$59,602 |
| Construction Support Services (<i>Conсор North America, Inc.</i>) | \$50,000 | \$89,585 |
| Project Management/Utility Team (<i>City Staff</i>) | \$62,000 | \$65,390 |
| Inspection Services (<i>City Staff</i>) | \$50,000 | \$27,003 |
| Total Project Cost | \$1,605,279 | \$1,417,566 |
| Budget Remaining | | \$187,713 |

Upon project closeout, \$187,713 in unspent project budget will be returned to the Water Fund.

RECOMMENDED ACTION

Accept the completed Reservoir Standby Generator Replacement Project (WU0119/90.40.0038) and authorize staff to close out the project.

RESERVOIR STANDBY GENERATOR REPLACEMENT PROJECT CLOSE-OUT PRE CONSTRUCTION PHOTOS

Item 10.



Existing 235-kilowatt generator



RESERVOIR STANDBY GENERATOR REPLACEMENT PROJECT CLOSE-OUT PRE CONSTRUCTION PHOTOS

Item 10.



Existing rockery and proposed location of replacement generator



RESERVOIR STANDBY GENERATOR REPLACEMENT PROJECT CLOSE-OUT CONSTRUCTION PHOTOS

Item 10.



Work is underway to relocate the existing rockery to make way for replacement generator





**Demolition of existing electrical cabinets
and switchgear inside pump room**



RESERVOIR STANDBY GENERATOR REPLACEMENT PROJECT CLOSE-OUT CONSTRUCTION PHOTOS

Item 10.



Construction of concrete forms for new fuel tank and generator equipment





Concrete is poured for the 500-kilowatt generator pad

RESERVOIR STANDBY GENERATOR REPLACEMENT PROJECT CLOSE-OUT CONSTRUCTION PHOTOS

Item 10.



Delivery of 500-kilowatt generator to the site



RESERVOIR STANDBY GENERATOR REPLACEMENT PROJECT CLOSE-OUT POST CONSTRUCTION PHOTOS

Item 10.



New 1000-gallon fuel storage tank, complete with refueling station



RESERVOIR STANDBY GENERATOR REPLACEMENT PROJECT CLOSE-OUT POST CONSTRUCTION PHOTOS

Item 10.



All remaining punchlist items are complete.
Final completion is issued on June 3, 2025.





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6879
March 3, 2026
Consent Agenda

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6879: Open Space Conservancy Trust 2025 Annual Report and 2026 Work Plan | <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: | Accept the Open Space Conservancy Trust 2025 Annual Report and 2026 Work Plan. | |

| | |
|-------------------------------|--|
| DEPARTMENT: | Public Works |
| STAFF: | Sam Harb, Parks Operations Manager Lizzy Stone, Natural Resources Program Manager |
| COUNCIL LIAISON: | Lisa Anderl |
| EXHIBITS: | 1. 2025 Open Space Conservancy Trust Annual Report 2. 2026 Open Space Conservancy Trust Work Plan |
| CITY COUNCIL PRIORITY: | n/a |

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to present the Open Space Conservancy Trust 2025 Annual Report (Exhibit 1) and 2026 Work Plan (Exhibit 2).

BACKGROUND

In 1992, the City Council established the Mercer Island Open Space Conservancy Trust (OSCT) in response to the community’s strong desire to maintain, protect, and preserve Pioneer Park on Mercer Island. The Open Space Conservancy Trust now holds Pioneer Park and Engstrom Open Space in trust as public open space. The board overseeing the Trust is comprised of seven appointed residents, including one City Council liaison.

ISSUE/DISCUSSION

[Ordinance No. B-93](#) established the Open Space Conservancy Trust and requires its Board of Trustees to report to the City Council annually on the status of its properties. The Trust worked with City staff during the February 12, 2026 OSCT Meeting to review and finalize the 2025 Annual Report to City Council and the Trust’s 2026 Work Plan. The Trust is presenting its 2025 Annual Report (Exhibit 1) and the 2026 Work Plan (Exhibit 2) for City Council review.

RECOMMENDED ACTION

Accept the 2025 Open Space Conservancy Trust Annual Report and 2026 Work Plan.



TRUSTEE APPOINTMENTS AND ELECTIONS

In 2025, the Open Space Conservancy Trust held regular meetings in January, April, July, and October, as well as one special joint meeting with the Parks and Recreation Commission in November to develop a recommendation for e-bikes in parks. Hybrid meetings were held in the Mercer Island Community and Events Center and online via Zoom. In July, Councilmember Daniel Becker was appointed as the new City Council Liaison, after Councilmember Jake Jacobson’s passing in the spring. The annual election of officers also took place at the July meeting. Trustee Hillary Ethe was elected as Chair, Trustee Carol Lynn Berseth was elected Vice Chair, and Trustee Marie Bender was re-elected Secretary. After the November special meeting, Trustee Brian Gaspar’s seat on the board was vacated. The seat will be filled in 2026.

MERCER ISLAND PARKS AND RECREATION, NATURAL RESOURCES PROGRAM

The Natural Resources program is tasked with managing forest restoration, tree risk mitigation, and trail construction and maintenance on Trust properties.

In 2025, the program hired a seasonal trails and restoration crew, consisting of two staff for 6 months and one team leader for 9 months. At the end of 2025, program staff included:

- Sam Harb, Parks Operations Manager
- Lizzy Stone, Natural Resources Program Manager
- Andrew Prince, Urban Forestry Program Manager
- Jordan Fischer, Volunteer Coordinator
- Jaime Boggles, Trails and Restoration Team Leader

FOREST HEALTH AND MANAGEMENT

Background

Forest management on Trust properties is directed by the Open Space Vegetation Management Plan 10-Year Evaluation and Update, the Pioneer Park Forest Management Plan adopted in 2003, and recommendations outlined in the 2008 Pioneer Park Forest Health Survey. These plans emphasize the importance of protecting existing tree canopy and maintaining a resilient forest ecosystem by controlling invasive species and planting native species. Activities outlined in the plans include invasive tree treatment, ivy ring creation, ground ivy and herbaceous weed management, targeted maintenance around newly installed plants, and planting native trees and shrubs.

2025 Accomplishments

In 2025, restoration tasks were performed on 34.5 acres of Trust properties. Work was performed by professional contractors, seasonal field staff, and volunteers. The following is a summary of 2025 accomplishments:

Professional contractors

The City contracted out work on 33.5 acres of Pioneer Park and Engstrom Open Space in 2025. To achieve established goals for weed removal on Trust Property, the City contracts out comprehensive weed removal in three-year cycles, where weeds are removed from the same area for three years in a row. After the initial three-year removal cycle, the areas that have received this treatment are maintained every 4-5 years. Ivy removal around trees (ivy rings) and weedy tree treatment are also performed in some areas in preparation for future comprehensive removal.

In 2025, contractors carried out first year comprehensive weed removal on 5.8 acres of Pioneer Park NE, which included 2.3 acres of steep slope leading down to the ravine and watercourse that passes through the Northeast quadrant and Engstrom Open Space. Contractors carried out second year weed removal on 11.0 acres of Pioneer Park, third year comprehensive weed removal on 8.8 acres of Pioneer Park and 1.7 acres of Engstrom Open Space, and maintenance on 3.2 acres of Engstrom Open Space. Additionally, a contractor completed ivy rings on 3.0 acres of Pioneer Park NW.

Volunteers

In 2025, the City's volunteer program provided regular engagement, education, and volunteer opportunities for the Mercer Island community. With the help of the volunteer coordinator and forest stewards, the City hosted 21 volunteer events and 13 educational events on Trust properties. There was a total of 328 volunteers for over 644 total volunteer hours. Volunteers removed 24,013 square ft of ivy from the forest floor and planted 473 trees and shrubs. The educational events engaged an additional 121 participants and included Mindfulness Walks, Plant ID walks, Owl Walks, among others. There are now 6 active forest stewards working in Pioneer Park.

Seasonal Trails and Restoration Crew

In 2025, the seasonal Trails and Restoration Crew consisted of a crewmember from May through October, a crewmember from July to December, and a team leader from March 2025 through February 2026. The crew worked on a variety of restoration and trails related tasks on Trust property throughout the year. Restoration tasks carried out by the Natural Resource Crew included:

- Installing 330 native plants along the NE border of Island Crest Way
- Spreading mulch and wildflower seed along the same Island Crest Way border
- Watering previous years' plantings from crews and volunteers
- Conducting noxious weed monitoring, mapping, and treatments throughout Trust properties
- Supporting volunteer events, as needed.

Forest Health Plan Progress

The Natural Resources program utilizes management recommendations described in the Pioneer Park Forest Health Plan to direct restoration practices on Trust property and benchmarks set out in the 2022 parks levy to establish goals for the work. The parks levy establishes a timeline for restoring the health of Pioneer Park's forests over its 16-year duration. To complete three years of comprehensive weed removal throughout Pioneer Park and Engstrom Open Space by 2038, the Natural Resources program must enroll an average of 6.5 new acres of forest in first year treatment each year, in addition to follow up treatment on previously enrolled acres.

In 2025, the Natural Resources program progressed towards these new benchmarks by enrolling 5.8 acres of forest in first year comprehensive weed removal, 11 acres in second year removal, 10.5 acres in third year removal (completed by contractors and volunteers), 3.2 acres in maintenance on previously enrolled acres, conducting ivy rings on 3 acres and by planting 803 native trees and shrubs on Trust property.

Table 2, at the top of page 3, outlines actual progress made compared with proposed benchmarks set by the Parks Levy goals:

Table 2. Restoration Progress in Pioneer Park and Engstrom Open Space 2025

| Restoration Task | Annual Proposed in Parks Levy (acres) | 2025 Actual (acres) |
|--|---------------------------------------|---------------------|
| Year 1 Comprehensive Invasive Species Removal* | 6.5 | 5.8 |
| Year 2 Comprehensive Invasive Species Removal* | 6.5 | 11 |
| Year 3 Comprehensive Invasive Species Removal* | 8.8 | 10.5 |
| Invasive Removal Maintenance* | 3.4 | 3.2 |
| Tree planting | 1.6 | 1.2 |

**(includes ivy rings, invasive tree removal and treatment, ground ivy and herbaceous weed removal).*

LETTERBOXING PROGRAM

The Letterboxing Program is a collaborative effort between Parks and Recreation staff, OSCT Board Members, and community volunteers. In 2025, the Natural Resources team placed 5 letterboxes in the Northwest quadrant of Pioneer Park. Letterboxing booklets were distributed at the Mercer Island Community and Events Center (MICEC), at the Leap for Green celebration and afterwards at the front desk, at volunteer events throughout the summer, and at kiosks in Pioneer Park. Over 100 booklets were distributed throughout the season and 35 were returned to the MICEC. Participants that turned in their booklets were recognized with a certificate and prize packet.

LEASH POLICY EDUCATION EFFORTS

Leash policy education efforts continued in 2025 with distribution of educational brochures “The Dog Owner’s Guide to Mercer Island Parks” brochure, which provides park users with information about voice/signal control and the location of off-leash versus on-leash parks. In 2025, Mercer Island Police Department received the following reports in Pioneer Park: two complaints about off-leash dogs, one found dog, one dog hit and injured by an e-bike, and one report of a dog bite to another dog.

TRAILS

In 2025, the Natural Resources team continued to improve and maintain trails on Trust property. The seasonal Natural Resources crew carries out maintenance and improvements to the trail system, with support from full-time Parks Maintenance team staff.

Some improvements that took place in 2025 include:

- installing check steps along Salal trail in the Southeast quadrants
- adding non-skid surfaces to the stairs in the Northeast quadrant
- installing a railing along a staircase to encourage use of the stairs
- adding rock steps and gravel to an uneven section of the Northeast quadrant
- installing a drain under the Dogwood trail in the NW quadrant.

These improvements were in addition to regular trail brushing, leaf blowing, and culvert clearing, as well as working with the Parks Maintenance team to remove trees that had fallen across trails throughout the season. One donation bench was installed by the Parks Maintenance team in the northeast quadrant.

ENGSTROM OPEN SPACE TITLE TRANSFER

On September 20th, 2022, the City Council passed a resolution to direct the City to transfer the title of Engstrom Open Space to the Open Space Conservancy Trust. The title transfer paperwork was accepted by the Trust and finalized with King County in 2025.

URBAN FORESTRY

Tree risk mitigation continues to be a primary focus of urban forestry efforts in Pioneer Park. Certified staff arborists make recommendations each year to remove dead, dying, or structurally defective trees to reduce the risk of trees failing and causing injury, property damage, or interference with utility lines or roadways. Trees are retained through corrective pruning or as wildlife snags, when possible, but tree removals are occasionally necessary. In the case of whole tree removals, the wood from the tree is left to decompose on site as habitat and to improve soil conditions. Dead and dying trees continue to make up the majority of tree removal work. In 2025, about 15 trees were removed from Trust properties – mostly along SE 68th ST to reduce risk of dead or dying trees falling across the road or utility lines. Staff continued to monitor park boundaries regularly for trees in need of pruning or removal.



Mercer Island Open Space Conservancy Trust 2026 Work Plan

| Meeting Date | Agenda Item |
|--------------|--|
| February 12 | Annual Report to Council: The Trust is required in its bylaws to report to City Council each year on the status of Trust properties. |
| | OSCT Work Plan: The Trust develops a list of topics that it intends to address during the year (this document). This work plan is submitted to City Council with the Annual Report as a courtesy. |
| | Quadrant Reports (ongoing item): Trustees will report on the condition of certain quadrants at Trust board meetings. |
| April 16 | Trail Work Plan: City staff report to the Trust on intended maintenance activities in the spring of each year, and recap work completed in the previous year. This report includes status of recently decommissioned social trails on Trust properties. |
| | Restoration Work Plan: City staff report to the Trust on planned restoration activities, and recap work completed in the previous year. |
| | E-bike Policy Update: Staff will update the Trust on this process |
| July 16 | Election of Officers: The Trust is required by its bylaws to elect officers at its July meeting each year. |
| | Herbicide application report: City staff will report on the use of herbicides on Trust properties each year, in accordance with the Herbicide Use Protocol. |
| | Signage Inventory and Update: The Trust will evaluate current signage and needs. |
| October 15 | Forest Health Assessment Update: Staff will update the Trust on results and implementation of the 2024 Forest Health Assessment. |
| | OSCT Schedule 2027: Per the Bylaws, the calendar of meetings shall be set by the Board at the last meeting of the calendar year. |
| | Scout Project recognition: The Trust will recognize scout projects that have benefited Trust Properties. |

Note: The listing of an item under a particular month indicates that the item will be introduced at that meeting. There may be follow-up discussions and decisions at subsequent meetings, as directed by the Chair.

BACKGROUND

In 2025, WSDOT began discussions with local jurisdictions and agencies about participating in a Virtual Coordination Center organized and managed by WSDOT. The VCC is a real-time traffic incident communication and collaboration tool to help create region-wide situational awareness, improve response efforts, and streamline information sharing between agencies and jurisdictions during large incident responses.

Since introducing this opportunity, several agencies and jurisdictions have signed onto the ILA including:

- Washington State Patrol
- Sound Transit
- King County Metro
- City of Gold Bar
- Eastside Fire and Rescue
- Medina PD
- City of Sultan
- City of Marysville
- City of Lake Stevens
- Seattle Fire Department
- NORCOM
- Snohomish Regional Fire & Rescue
- Seattle Office of Emergency Management*
- City of Newcastle*
- Snohomish County Emergency Management*
- Seattle Department of Transportation*
- South County Fire*
- City of Bonney Lake*
- Seattle City Light*
- Seattle Police Department*
- Seattle Information Technology Department*
- Port of Tacoma*

**Indicates pending agreements*

Jurisdictions have the option of joining the ILA as one entity or as separate departments; Mercer Island would participate as one entity, encompassing multiple departments and teams including but not limited to Police, Emergency Management, and Public Works.

Enhancing Incident and Traffic Management, Improving Safety, and Supporting Communication Efforts

The VCC creates a real-time, regional picture of traffic incidents and emergency responses. It serves to identify region-impacting incidents more quickly, improve safety by clearing incidents faster, effectively guide first responders to incident sites, and ensure regional movement continues during major traffic incidents.

The VCC has been activated for collisions, extended road closures, police incidents, road construction events, regional activities, flooding events, and many other incidents.

WSDOT's goal for the VCC is to support multi-agency management and coordination of complex incidents that stress the transportation system and require interagency collaboration. Agencies have been invited to partner with WSDOT to utilize the VCC to enhance existing modes of operation and communication.

How the VCC Works

The VCC is a coordination platform that allows users to both access and share information about traffic incidents in real time. The platform is cloud-based, and the interface is a secure web application that integrates data from partner agencies in support of collaborative awareness, operations, and improved communications.

An incident happens and a “model” is created in the Virtual Coordination Center when an incident escalates to a larger closure that impacts several agencies. Multiple agencies can then coordinate response and share information within the incident model as the incident is ongoing.

By collaborating with WSDOT and other regional agencies and partners through the VCC, Mercer Island staff will have access to incident information for situations that affect the I-90, I-405, and I-5 regional corridors, ultimately impacting Mercer Island residents.

This shared system allows responding agencies to synchronize the deployment of emergency and traffic responses as well as public communications.

Additionally, the VCC includes a communication component that allows the lead response agency to share clear messaging about the incident, detours, closure times, etc. This ensures that all partner agencies can swiftly and effectively disseminate information to the community.

ISSUE/DISCUSSION

To join the VCC, the City would enter into an interlocal agreement with the State of Washington, managed by WSDOT. There is no cost for the agreement, and it is in effect until it is terminated by either WSDOT or the City with 30 calendar day written notice.

NEXT STEPS

If the City Council authorizes the ILA with WSDOT, City staff will coordinate with counterparts at WSDOT to complete required access training and receive access to the VCC.

RECOMMENDED ACTION

Authorize the City Manager to execute the interlocal agreement with the Washington State Department of Transportation for participation in the Virtual Coordination Center (VCC) as attached as Exhibit 1.

Virtual Coordination Center Interlocal Agreement - Leading Service Agreement Contract

THIS Virtual Coordination Center Leading Service Agreement (“LSA”), dated for reference purposes on the date of execution of the corresponding Terms of Participation (“TOP”), is entered into between the State of Washington acting by and through the Department of Transportation (“WSDOT”) and each government agency that has executed a TOP Agreement (individually, a “Participant” and collectively, the “Participants”).

WSDOT, pursuant to ESHB 1125, Section 217 (8), was tasked with creating, maintaining, and operating a Virtual Coordination Center. WSDOT is authorized pursuant to RCW 39.34 to provide Interlocal Agreements via the Interlocal Cooperation Act. The Virtual Coordination Center “VCC” Pilot Project was formed under an Interlocal Agreement known to WSDOT as K1614 (formerly known as GCB 3754) and their respective Data Sharing Agreements (K1513, K1514, K1528, and K1529) (collectively the “VCC Pilot Phase Interlocal Agreement”).

The Virtual Coordination Center (“VCC”) is a cloud-based incident management system based on a virtual collaborative working environment that enables near real-time data sharing and coordinated responses. The data is shared in a common dashboard which allows responders across multiple jurisdictions to see incidents as they happen, make more informed decisions, collaborate in real time to coordinate responses, and distribute a unified public message.

This Leading Service Agreement (“LSA”) sets out the general terms and conditions under which WSDOT provides, and the Participant receives the Virtual Coordination Center services. Service specific terms and details will be set forth in a Terms of Participation (“TOP”) for each Participant. All TOP are incorporated as addenda to this Leading Service Agreement. As used herein, “Agreement” means this LSA, the TOP, and any additional incorporated documents indicated via the TOP. Any capitalized term that is not defined in this LSA shall have the meaning provided in the TOP or *Addendum A – Data Sharing Addendum*, as applicable.

This LSA supersedes the VCC Pilot Phase Interlocal Agreement and all associated Data Sharing Agreements between WSDOT and each Participant.

AGREEMENT

1. **Term.** This Agreement is effective on the date of execution of a corresponding TOP by WSDOT and the Participant and remains in full force and effect until terminated by either party in accordance with the termination provision herein.
2. **Payment.**
 - 2.1. **Service Charges.** There are no service charges to be a Participant of the VCC.
 - 2.2. Participant hereby agrees to operate and maintain its own independent system that will provide and/or receive near real-time data relevant to traffic impacts to/from the cloud-based software system to be shared with other Participants through the VCC. Each Participant shall, at its sole cost and expense, acquire, own, and maintain all equipment, hardware, and software for Participant’s system that interfaces to the Cloud.
 - 2.3. WSDOT shall be solely responsible for obtaining any license agreements or contracts with third parties as needed to provide, operate, and maintain the VCC in a manner that complies with the terms and conditions of this Agreement.
 - 2.4. WSDOT will not enter into any third-party contracts that require payment of costs by Participant(s) without the prior written approval of said Participant(s).

3. Participant and WSDOT Responsibilities.

- 3.1. Participant acknowledges that the operation of the VCC requires good faith participation from each Participant. This includes operating and maintaining Participant's own independent system that can provide and/or receive real-time data to/from the Cloud to be shared with other Participants through the VCC.
- 3.2. The Participant further acknowledges that the VCC requires each Participant to designate staff to support and/or interface with the VCC, including, but not limited to monitoring and coordinating with other Participants to respond to and endeavor to quickly clear roadway incidents and reduce congestion in their respective geographic areas.
- 3.3. Participant will be responsible for the costs of its own qualified staff necessary to perform the work within its organization to participate with the VCC according to the terms of the Agreement. Participant staff shall be considered employees of the respective Participant for all purposes.
- 3.4. Participant shall comply with applicable laws and regulations and the terms of the *Addendum A- Data Sharing Addendum* which shall be applicable to all data exchanged among Participants through the VCC. Each Participant shall ensure that it has in effect such safeguards, processes, and procedures as are reasonably necessary to protect the security of data exchanged among Participants through the VCC and to limit the use of data exchanged for purposes of the VCC, and which comply with *the Addendum A – Data Sharing Addendum*, applicable data protection and privacy laws.
- 3.5. Participant shall coordinate and cooperate in good faith with other Participants and WSDOT in a manner that will promote integration, synergism, and efficiency among the Participants and in the operation of the VCC as outlined in the Agreement.
- 3.6. Each Participant shall respond to its own public disclosure requests as required by the Public Records Act.
- 3.7. Each Participant shall maintain insurance, or a self-insured program, during the term of this Agreement. Without limiting any Participant's defense and indemnification obligations under this Agreement, each Participant shall maintain in force, at all times during the term of this Agreement, a policy, or policies of Commercial General Liability insurance with limits not less than \$1 million with insurance carriers authorized to do business in the state of Washington, which have a Best's rating of no less than A. If a Participant is self-insured, or is a Participant of a self-insurance pool, a certification of self-insurance covering the potential liabilities of the Participant under this Agreement shall constitute compliance with this insurance requirement.
- 3.8. Participant agrees to the terms of this LSA and *Addendum A- Data Sharing Addendum* and the TOP when providing real time data to the VCC.
- 3.9. In addition to the roles and responsibilities designated to WSDOT in other sections of this Agreement, WSDOT shall not authorize any other agency to use or access the VCC and Participant data unless that agency is a public agency that has also executed the LSA, the TOP, and Addendum A substantially in the same form as that executed by each Participant, with only minor and non-substantive modifications that do not adversely impact any other Participant or substantively conflict with the terms of another Participant's agreement. Additionally, WSDOT shall provide each Participant with updated information identifying each agency Participant in the VCC. WSDOT shall ensure that its contracts with the cloud providers limit the providers' use of or access to VCC data to uses necessary to provide and maintain the cloud and for no other purpose.

4. **Consideration.** The operation and maintenance of the VCC is intended to provide mutual benefits to the Participants by (i) improving the efficiency and safety of travel; (ii) reducing secondary crashes on state highways and local streets; (iii) improving coordinated emergency responses to facilitate disaster responses and clearing of roadway incidents; and (iv) improving regional mobility during incidents. By entering this Agreement, WSDOT and the Participant(s) acknowledge and agree that the mutual benefits of the VCC are sufficient consideration to bind the parties to the terms of this Agreement.

- 5. Organization.** The operation and maintenance of the VCC shall be carried out through the following organizational structure.
- 5.1. Participant Executives/Signing Authority** – As indicated in *Exhibit A: Key Personnel*, Executives and/or the Signing Authority for each Participant shall act as the principal decision maker for the Participant’s involvement with and within the VCC. This includes but is not limited to:
- Providing and facilitating the sharing of CAD feeds if available (the executive/signing authority may delegate this function);
 - Providing and facilitating the sharing of CCTV feeds if available (the executive signing authority may delegate this function).
 - Acting as the signer for the Agreement.
- 5.2. VCC Agency (Participant) Contact** – As indicated in *Exhibit A: Key Personnel*, The VCC Agency Contact is a designated individual within the Participant Agency that works as the intermediary between the VCC and the Participant. Their duties would include but not be limited to:
- Act as agency subject matter expert for the VCC.
 - Participate in associated JOG (Joint Operations Group) meetings as the principal VCC representative for their Agency.
 - Responsible for identifying and communicating with agency stakeholders including but not limited to Information Technology (“IT”) contacts, VCC users, Executive/Signing Authority.
 - Fostering and participating in VCC workgroups.
- 5.3. VCC Agency (Participant) IT Contact** – As indicated in *Exhibit A: Key Personnel*, The VCC Agency IT Contact is responsible for facilitating the technical aspects of sharing data when applicable as covered under *Addendum A- Data Sharing Addendum*. This includes providing the necessary API to facilitate participant agency computer aided dispatch feed propagation into the VCC. Coordination with the WSDOT Incident Management Coordinator, WSDOT IT Project Manager, and WSDOT IT will be necessary to complete this task.
- 5.4. VCC Agency (Participant) Contract Administrator**- As indicated in *Exhibit A: Key Personnel*, The VCC Agency Contract Administrator is responsible for coordinating review and facilitating the signing of all VCC agreements. They will coordinate with their respective internal staff and the WSDOT VCC Contract Administrator on all VCC related contract documents.
- 5.5. WSDOT VCC Program Manager** – As indicated in *Exhibit A: Key Personnel*, The WSDOT VCC Program Manager is responsible for facilitating the introduction of the agreement to an agency and works to coordinate jurisdictional and agency approval.
- 5.6. WSDOT Incident Management Coordinator** – As indicated in *Exhibit A: Key Personnel*, The WSDOT Incident Management Coordinator is responsible for ongoing contact and coordination with the VCC Agency Contact. This coordination includes but is not limited to utilization of VCC workgroups to address technical needs in coordination with the WSDOT IT Project Manager. This individual is also responsible for the initial training of VCC Agency Contacts.
- 5.7. WSDOT VCC Contract Administrator** – As indicated in *Exhibit A: Key Personnel*, The WSDOT VCC Contract Administrator is responsible for drafting, coordinating review, and facilitating the signing of all VCC agreements. They will coordinate with the VCC Contract Manager, VCC Agency Contact, Agency Executive/Signing Authority on all VCC contractual issues and resolutions.
- 5.8. WSDOT IT Project Manager** – As indicated in *Exhibit A: Key Personnel*, The WSDOT IT Project Manager is responsible for the coordination all program maintenance and updates to the VCC web application. This individual will coordinate with WSDOT IT in order to accomplish these goals.

- 5.9. **WSDOT IT** – The WSDOT IT Developer is responsible for addressing program changes, updates and maintenance as assigned by the WSDOT IT Project Manager.
- 5.10. **VCC User** – The VCC user is responsible for actively monitoring and contributing to the VCC during both normal day to day operations as well as during a time in which an incident model is activated. While interacting with the VCC, the VCC user is responsible for following their own agency’s policies wherever appropriate.
- 5.11. **VCC Workgroups** – VCC Workgroups are to be individuals identified by the VCC Agency Contact to be a key user. These key users work together as well as with the WSDOT Incident Management Coordinator and the WSDOT IT Project Manager to identify, test, and comment on changes and improvements within the VCC.

6. Data.

- 6.1. Each Participant that provides data to the VCC is solely responsible to provide Participant data related to traffic impacts as determined by Participant in its discretion. Each Participant shall manage its own data source systems necessary to support the VCC. Each Participant shall own and retain all rights to their data source systems. Nothing herein is intended to or shall be construed as granting other Participants any rights to another Participant’s data source system.
- 6.2. Each Participant owns and retains all rights to the data it provides to the VCC. Nothing herein is intended to or shall be construed as granting WSDOT or other Participants any rights to WSDOT’s or another Participant’s data, except such limited use rights as are necessary for purposes of the VCC as described in the TOP, this LSA, and Addendum A.
- 6.3. Each Participant reserves all right, title, and interest (including all intellectual property and proprietary rights) in and to its Participant data, including any of Participant’s data that is produced pursuant to any processing that occurs on the WSDOT/VCC systems. Each Participant will retain all responsibility for compliance with the applicable retention and other regulatory requirements applicable to Participant’s source data. In the event that WSDOT/VCC services are required to meet those obligations, the parties will execute an amendment to the Terms of Participation to state the specific obligations. Otherwise, WSDOT will keep the data confidential to the extent allowed by law and may use the data solely for the purposes of providing VCC services to the Participant.
- 6.4. If there is a security breach involving Participant data, WSDOT will notify the Participant immediately upon discovery and provide the Participant with the information needed about the breach necessary to meet the Participant’s responsibilities and business needs.
- 6.5. Participant, its contractors, employees, agents or other third parties may not download, use, or otherwise export or re-export any Software associated with a VCC service provided by WSDOT or any underlying information or technology except in full compliance with all United States and other applicable foreign laws and regulations.
- 6.6. All VCC intellectual property and related material that is developed or produced by WSDOT or by its contractors and consultants and at its expense will be the property of WSDOT. The Participant is granted a non-exclusive limited-use license of this intellectual property for the purpose of participation in the VCC under the terms of the Agreement.
- 6.7. The VCC title, copyright, intellectual property rights and distribution rights of the VCC intellectual property, other than Participant data, remain exclusively with WSDOT.
- 6.8. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Records and Audit.

- 7.1. WSDOT and the Participant to this Agreement shall each maintain books, records, documents, and accounting records relating to the VCC in compliance with their own legal and policy requirements.

- 7.2. Each Participant providing data for publication or sharing through the VCC, including WSDOT, shall enter into a Data Sharing Agreement (*Addendum A- Data Sharing Addendum*) prior to transmitting any such records to the VCC. Data furnished by a Participant pursuant to this Agreement remain the property of the furnishing Participant, subject to the Participant's document retention policies, unless otherwise agreed to in writing. Each Participant shall use reasonable security procedures to protect data accessed or viewed through the VCC from unauthorized disclosure. Notwithstanding the foregoing, the Participants acknowledge that all Participants are subject to chapter 42.56 RCW, the Public Records Act.
- 7.3. Each Participant shall ensure that access to the VCC is kept strictly limited to only a select group of Authorized Users (defined in *Addendum A – Data Sharing Addendum*). Each Participant agrees that only Authorized Users may access the VCC, and any use by any unauthorized user will constitute unauthorized use by the Participant agency. A Participating agency and WSDOT shall revoke the authorization of any employee to access the VCC no later than two (2) days after that employee no longer occupies the position or is no longer authorized to access the VCC.
- 7.4. Each Participant agrees to inform WSDOT of any unauthorized use immediately, not to exceed eight (8) hours, after first learning of such unauthorized use. Unauthorized use is when an individual who is not an Authorized User accesses the VCC platform. Notification of the unauthorized use shall be made to other Participant agencies by WSDOT as deemed appropriate.
- 7.5. Computer Aided Dispatch Data (CAD feed) is provided in real or near real time to the VCC by Participants. This data is filtered for information that pertains to traffic event types. The filtered data will then generate an Event in the VCC application. "Event" means CAD data about an occurrence that is transmitted to WSDOT from Participants for things that could impact traffic such as "Vehicle Accident". These Events could trigger an Incident Model depending on defined criteria. This data is held for 2 hours unless an update to that feed occurs. After 2 hours of no updates, this data will be filtered out of the user Interface and not seen. It will reside in the database for 30 days, then is deleted. If the event meets incident criteria, then an Incident Model is automatically generated by the VCC application. "Incident Model" or "Incident" is what is generated from an Event that has met a given criteria that significantly impacts traffic and allows participating agencies who have signed the LSA and TOP to compile and communicate Incident data with Participants. Incident Models can also be created by Authorized Users. Once this Incident Model is closed, and 30 days has passed, the Incident Model information is compiled into a report and sent to the providing Participant to apply their respective retention policies. Incident Model(s) will not be saved except for quality control and diagnostic purposes, but in no event longer than thirty (30) days after an Incident Model is closed. After the report is sent, the Incident Model data is deleted from the VCC application.

8. Indemnity.

- 8.1. It is the intent that WSDOT and each Participant shall be responsible for all liabilities, costs, claims, injuries, and damages provided for by law to the extent resulting from that party's own negligence and the negligence of that party's officers, employees, and contractors. To the extent allowable by law, WSDOT and each Participant individually shall protect, defend, indemnify, and save harmless each other Participant, its officers, officials, employees, and agents, from any and all costs, claims, judgments, and/or awards of damages, resulting from the negligent acts or omissions of its officers, officials, employees, contractors, and agents, acting within the scope of their employment, and arising out of or in connection with the performance of this Agreement.
- 8.2. To the extent allowable by laws and regulations, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of more than one Participant or from the concurrent negligence of WSDOT and one or more Participant(s), including their respective officers, officials, employees, contractors, and agents, WSDOT's or an individual

Participant's liability hereunder shall be only to the extent of that Participant's negligence, or the negligence of that Participant's officers, officials, employees, contractors and agents.

- 8.3. It is further specifically and expressly understood that the indemnification provided herein constitutes WSDOT's and the Participant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely as to the other Participants and solely for the purpose of this indemnification provision. This limited waiver has been mutually negotiated by WSDOT and the Participants.
- 8.4. The Participants and WSDOT agree that the VCC does not supplant or change any existing Participant and WSDOT obligations or defenses related to traffic incidents.
- 8.5. Software. Applications, computer programs and other software system furnished to Participant by WSDOT at no charge to Participant are furnished on an "as is" basis with no representations or warranties regarding use or results.
- 8.6. This Section 8 shall survive expiration or termination of this Agreement.

9. Legal Relations.

- 9.1. **Notice of Dispute.** Participant will promptly notify WSDOT of disputes regarding invoices, or of services which Participant believes do not conform with the agreed upon terms of this Agreement, within 30 calendar days of Participant's discovery that services do not conform with the requirements of this Agreement, including Addendum A or a TOP. Participant's failure to give written notice within 30 calendar days after the Participant's discovery that WSDOT's performance of services does not conform to the requirements of this Agreement constitutes waiver of any objection to services.
- 9.2. **Dispute Resolution.** When a dispute arises concerning provision of the VCC or this Agreement, the parties will first attempt to negotiate a mutually satisfactory solution. In the event the dispute cannot be resolved between the parties, they may agree to an alternative dispute resolution process. WSDOT and the Participant agree to proceed diligently with the performance of services requested under any TOP while any dispute is pending. WSDOT will use good faith efforts to cause other Participants who have signed a TOPS with WSDOT to participate in dispute resolution where the dispute concerns any other Participant's activities related to the VCC.

10. Termination.

- 10.1. **Termination for Convenience.** Either WSDOT or a Participant may terminate this Agreement upon 30 calendar days written notice to the other.
- 10.2. **Termination for Cause.** If for any cause, Participant or WSDOT does not fulfill in a timely and proper manner its performance obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within 15 business days or by a later deadline as agreed to by both parties. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

11. General.

- 11.1. **Recitals, Exhibits and Attachments.** The recitals of this Agreement are hereby incorporated into this Agreement. All exhibits, addendum, attachments, and documents referenced in this Agreement are hereby incorporated into this Agreement.
- 11.2. **Independent Capacity.** The relationship of WSDOT and the Participants shall be that of independent contractors. This Agreement does not create any joint employees. The employees or agents of each Participant and WSDOT who are engaged in the performance of this Agreement shall continue to be employees or agents of the Participant and WSDOT, as applicable, and shall not be considered for any purpose to be employees or agents of the other or any other Participant.

- 11.3. **Assignment.** Neither this Agreement, nor any rights created by it, may be assigned, or transferred.
- 11.4. **Assurances.** The Participants agree that all activity pursuant to this Agreement shall be in accordance with all applicable Federal, State, and local laws, rules, and regulations as they currently exist or as amended. Participants acknowledge by signature hereto that all such applicable laws, rules, and regulations are known and are currently followed.
- 11.5. **Interpretation.** The titles to articles and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.
- 11.6. **Amendments.** Subject to Section 3.9, this Agreement may be amended by WSDOT upon written notice to the Participants within fifteen (15) business days. Participants will have fifteen (15) business days to respond to the proposed changes. After fifteen (15) business days, WSDOT will update this Agreement with the amended language and notify the Participants. Using the VCC after the 15 business -day response period indicates acceptance of the modified Agreement.
- 11.7. **Waiver.** A failure by any Participant to exercise its rights under this Agreement shall not preclude that Participant from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the Participant and attached to the Agreement.
- 11.8. **All Writings Contained Herein.** This Agreement, including the TOP, Data Sharing Agreement (*Addendum A – Data Sharing Addendum*) of each Participant, and all other documents and agreements incorporated by reference, contains all the terms and conditions agreed upon by the Participants. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Participants.
- 11.9. **Choice of Law/Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, without giving effect to its choice of law rules or conflicts of law provisions. Venue of any action brought under this Agreement shall be in Superior Court for Thurston County, provided that venue for any action arising under the defense and indemnification obligations of this Agreement shall be in the jurisdiction of the underlying action.
- 11.10. **Severability.** If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.
- 11.11. **Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Participants agree to comply with, and to require that all subcontractors comply with, Federal, State, and local nondiscrimination laws, including but not limited to the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, to the extent those laws are applicable to the subject matter of this Agreement.
- 11.12. **Anti-kickback.** No officer or employee of WSDOT or the Participants, having the power or duty to perform an official act or action related to this Agreement, shall have, or acquire any interest in the Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.

End of Leading Service Agreement.

Virtual Coordination Center Terms of Participation Contract

WSDOT’s Virtual Coordination Center service is subject to and governed by the separate Leading Service Agreement (LSA). This Terms of Participation Agreement (TOP) and LSA is entered into between City of Mercer Island (Participant) and WSDOT for the provision of the Virtual Coordination Center (VCC) services. In the case of a conflict between the LSA and this TOP issued hereunder, the TOP will prevail.

1. **Term:** This TOP shall be effective upon final date of signature and have an indefinite term, unless terminated in accordance with Section 10 of the LSA.
2. **Binding Effect:** Upon execution of this TOP by the parties, below, WSDOT and Participant shall be bound by all of the terms and conditions of the LSA.
3. **WSDOT Services:** WSDOT agrees to perform the services and participate in the VCC in accordance with the terms of the LSA, WSDOT agrees to perform the following services:
Offer limited-use access to the VCC. Operate and maintain the VCC in order to provide the mutual benefits to Participant. WSDOT will provide Traffic Management Center Log Data for situational awareness within the VCC. Work towards (i) improving the efficiency and safety of travel; (ii) reducing secondary crashes on state highways and local streets; (iii) improving coordinated emergency responses to facilitate disaster responses and clearing of roadway incidents; and (iv) improving regional mobility during incidents.
4. **Participant Services:** Participant agrees to perform the services and participate in the VCC in accordance with the terms of the LSA, Participant agrees to perform the following services:
Utilize and collaborate with/within the VCC. Operate and maintain its independent system that allows for utilization and collaboration within the VCC. Work towards (i) improving the efficiency and safety of travel; (ii) reducing secondary crashes on state highways and local streets; (iii) improving coordinated emergency responses to facilitate disaster responses and clearing of roadway incidents; and (iv) improving regional mobility during incidents.
5. **Pricing:** This is a non-financial agreement (NFC).
6. **Participant Key Personnel:** See Exhibit A: Key Personnel
7. **WSDOT Key Personnel:** See Exhibit A: Key Personnel
8. **Incorporated Contract Documents:** This Agreement shall be inclusive of the following:

| | |
|--|-------------------------------------|
| Leading Service Agreement | <input checked="" type="checkbox"/> |
| Terms of Participation | <input checked="" type="checkbox"/> |
| Exhibit A: Key Personnel | <input checked="" type="checkbox"/> |
| Exhibit B: Participant Roster | <input checked="" type="checkbox"/> |
| Addendum A: Data Sharing Addendum | <input checked="" type="checkbox"/> |
| Attachment A: Data Licensing Statement | <input type="checkbox"/> |

9. **Counterparts:** This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement electronically signed by each Participant, for all purposes.

- 10. **Agreement to be Filed:** The Participants shall each file this Agreement with their respective clerks and/or place it on its web site or another electronically retrievable public source, provided this Agreement shall be immediately effective upon the filing and publication by any one Participant. The failure of any Participant to comply with this requirement shall not invalidate this Agreement.
- 11. **Authority to Bind:** The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

| WSDOT Signature | Date | Participant Signature | Date |
|--|------|-----------------------|------|
| Matthew Modarelli | | Jessi Bon | |
| CIO & Director, Technology Services Division | | City Manager | |

Addendum A

Data Sharing Addendum to Virtual Coordination Center Leading Service Agreement

The purpose of this Data Sharing Addendum (DSA) is to identify, describe, and protect Data and any Confidential Information that may be disclosed by a Participant to WSDOT and other Participants during the provisioning of WSDOT services pursuant to the Leading Service Agreement (LSA) and executed Terms of Participation (TOP).

In the event of a conflict between any term in the DSA with any term in either the LSA or the TOP, the TOP will take precedence.

1. Definitions

- “Authorized User” means an individual or individuals with an authorized business need to access Confidential Information under this DSA, the LSA, or TOP.
- “CAD” means computer aided dispatch.
- “Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws.
- Confidential Information comprises both Category 3 and Category 4 Data as described in Section 3, Data Classification, which includes, but is not limited to, Personal Information.
- “Data” means the information that a Participant may disclose, or exchange as described by this DSA, which may include Confidential Information if a Participant so chooses.
- “Disclosing Party” means the Participant disclosing Data, which may include Confidential Information, pursuant to this DSA, and includes the Participant’s owners, members, officers, directors, partners, trustees, employees, and Subcontractors and their owners, members, officers, directors, partners, trustees, and employees.
- “Disclose” or “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- “Event” means CAD data about an occurrence that is transmitted to WSDOT from Participants for things that could impact traffic such as “Vehicle Accident”. These Events could trigger an Incident Model depending on defined criteria.
- “Incident Model” or “Incident” is what is generated from an Event that has met a given criteria that significantly impacts traffic and allows participating agencies who have signed the LSA and TOP to compile and communicate Incident data with Participants.
- “Participant” means the referenced Agency that has executed a TOP.

- “RCW” means the Revised Code of Washington. All references in this DSA to RCW chapters or sections will include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.
- “Regulation” means any federal, state, or local regulation, rule, or ordinance.
- “Receiving Party” means WSDOT and a Participant receiving Data, which may include Confidential Information, pursuant to this DSA. Receiving Party includes WSDOT and Participants, the Authorized Users, and the entity’s owners, members, officers, directors, partners, trustees, employees, and Subcontractors and their owners, members, officers, directors, partners, trustees, and employees.
- “User Interface” means the part of the VCC application that a user sees and interacts with.

2. Description of Data

The Data that may be shared with and through VCC may include Participant Data that is transmitted pursuant to WSDOT’s provisioning and Participant’s use of the Virtual Communications Center (“VCC”).

3. Data Classification

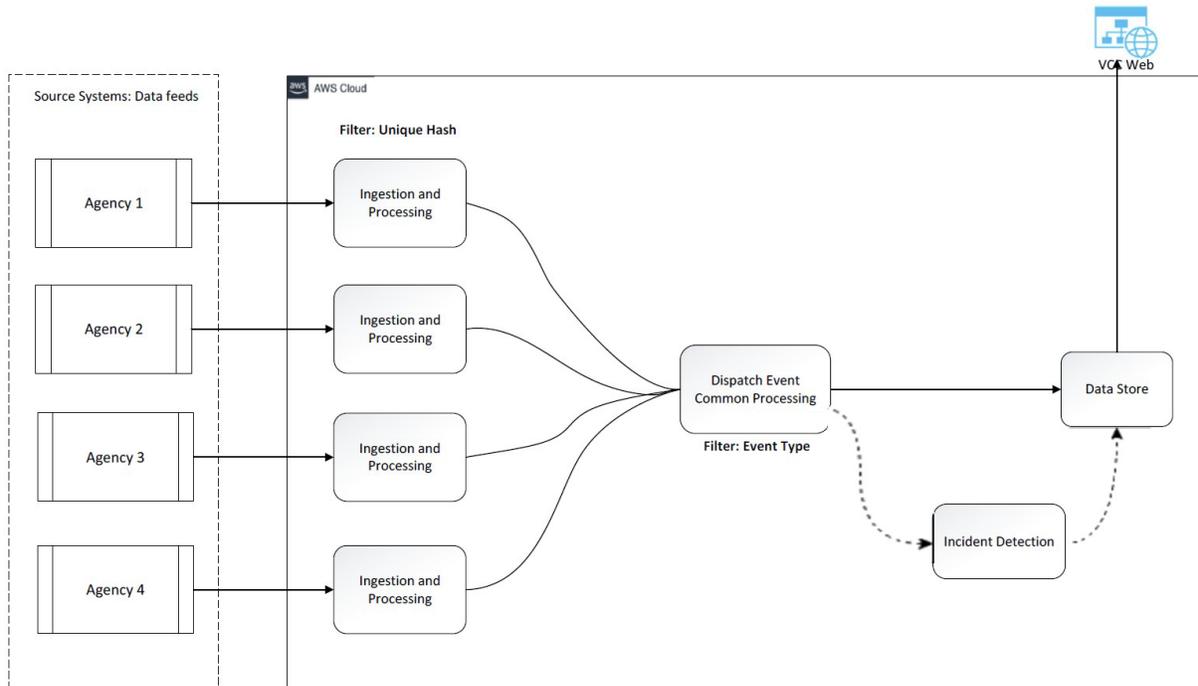
The State classifies data into categories based on the sensitivity of the data pursuant to the Washington state Security Policy and Standards. A Participant may, in Participant’s discretion, elect to transmit Confidential Information to WSDOT that is classified as Category 3 or Category 4 during the provisioning and use of WSDOT services. Depending on Participant’s use of WSDOT’s services, and without limitation, this Confidential Information may include the following:

- Protected health information
- Information that may lead to serious consequences in the event of unauthorized disclosure, such as threats to health and safety or legal sanctions.
- Student education records.
- Personal information, including social security numbers, driver’s license numbers, or financial account numbers.
- Information regarding infrastructure and security of computer and telecommunication networks.
- Information in personnel files, including residential addresses and phone numbers, personal wireless phone numbers and email addresses, or emergency contact information.

A Participant may elect to transmit Data from which Confidential Information has been removed. However, for the purpose of this Data Sharing Addendum, all Data shared between Participants through the VCC is considered Category 2, Sensitive Information. Category 2 data is sensitive information that may not be specifically protected from

disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

The figure below represents the Ingestion and Processing steps depicting how data is received, scrubbed, and subsequently uploaded into the VCC.



When Data is shared to the VCC via its transmission method by Participant, it is automatically scrubbed for any Personally Identified Information/Confidential Information prior to its access by any other Authorized Users of the VCC or employees of The Receiving Party. Data with any identifiers categorized as Category 3 or Category 4 data classification is removed or “Scrubbed”.

4. Mutual Consent

Participants acknowledge that by sharing their Data in respect to operating and maintaining the VCC, once Data is transmitted to the VCC, all Data is aggregated for VCC functionality. This aggregated Data is used by the Participants and each Participant is thus authorizing mutual consent for all Participants to access the Data pursuant to the LSA and terms in this Data Sharing Addendum.

5. Constraints on use of Data

The Data being shared is owned by the Participant that created it.

This DSA does not constitute a release of the Data for the Receiving Party's or any Participant's discretionary use. The Receiving Party must use the Data received or accessed under this DSA only to carry out the purpose of this DSA, the LSA, and TOP. Any analysis, use, or reporting of Data that is not within the purpose of this DSA, the LSA, TOP, or other data sharing agreement is not permitted.

Participants further acknowledge and agree that all Data received or accessed under this DSA shall not be used in manner that contravenes Executive Order 17-01 and Participants shall adhere to RCW 10.93.160.

6. Security of Data

6.1 Data Protection

The Receiving Party will protect all Confidential Information gained by reason of this DSA against unauthorized use, access, disclosure, modification, or loss. This duty requires The Receiving Party to employ reasonable security measures, which include restricting access to the Confidential Information by:

Redaction of data "Scrubbing" for any Confidential Information transmitted from Participant.

Allowing access only to Authorized Users.

Physically securing any computers, documents, or other media containing Confidential Information.

6.2 Data Security Standards

The Receiving Party will comply with the Data Security Requirements set out in the Washington state Security Policies which are hereby incorporated by reference into this DSA.

6.3 Data Disposition

CAD Data (CAD feed) is provided in near real time to the VCC by Participants. This data is filtered for information that pertains to traffic and mobility via Event types. The filtered data will then generate an Event in the VCC application. This data is held for 2 hours unless an update to that feed occurs. After 2 hours of no updates, this data will be filtered out of the User Interface and not seen. It will reside in the database for 30 days, then is deleted. If the Event meets Incident criteria, an Incident Model is automatically generated. Incident Models can also be generated by authorized Participants. Once this Incident is closed, and 30 days has passed, the Incident Model information is compiled into a report and sent to the providing Participant to apply their respective retention

policies per Section 7 “Records and Audit” of the LSA. After the report is sent, the Incident Model data is deleted from the VCC application.

6.4 Location of Data

All data, including cloud storage data will be housed in the continental United States.

7. Data Confidentiality and Non-Disclosure

7.1 Data Confidentiality

The Receiving Party will not use, publish, transfer, sell, or otherwise disclose any other Participant’s Confidential Information gained by reason of this DSA.

7.2 Non-Disclosure of Data

The Receiving Party will ensure that all its Authorized Users who will have access to the Data described in this DSA are Authorized Users and made aware of the use restrictions and protection requirements of this DSA before gaining access to the Data identified herein. The Receiving Party will also instruct and make any new employee aware of the use restrictions and protection requirements of this DSA before they gain access to the Data.

If law enforcement contacts The Receiving Party with a demand for Confidential Information, The Receiving Party will attempt to redirect the law enforcement agency to request that Data directly from Participant. If compelled to disclose or provide access to any Confidential Information to law enforcement, The Receiving Party will promptly notify Participant and provide a copy of the demand unless legally prohibited from doing so.

7.3 Penalties for Unauthorized Disclosure of Data

State and federal laws may prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

8. Maintenance of Records

All Parties must maintain records pursuant to Section 7, “Records and Audit” of the LSA.

9. Responsibility

Each Participant will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this DSA, including any unauthorized access, use, or disclosure of Confidential Information and as described in more detail under Section 8 of the LSA. No Participant will be considered the agent of another Participant, and no Participant assumes any responsibility to another Participant

for the consequences of any act or omission of any person, firm, or corporation not a party to the LSA.

10. Severability

The provisions of this DSA are severable. If any provision is held invalid by any court of competent jurisdiction, that invalidity will not affect the other provisions and the invalid provision will be considered modified to conform to the existing law.

11. Survival Clauses

The following terms and conditions in this DSA shall survive the expiration or termination of a Participant's TOP of the LSA: Constraints on Use of Data, Security of Data, Data Confidentiality and Non-Disclosure, Maintenance of Records, and Responsibility.

13. Waiver

Waiver of any breach or default on any occasion will not be deemed to be a waiver of any subsequent breach or default. Any waiver must be express and in writing by an authorized representative of the waiving party and will not be construed to be a modification of the terms and conditions of this DSA, TOP or the LSA.

14. Data Licensing Statement

The Data Licensing Statement is incorporated into this Agreement under Attachment A, Data Licensing Statement. The Data Licensing Statement must minimally contain the following information:

- A). Identification of the purpose of the file;
- B). Description of the roles and responsibilities of each Party;
- C). Identification of transmission method; and
- D). Identification of File Layout.



**Virtual Coordination Center
EXHIBIT A: Key Personnel**

**WSDOT NO. K1795-0-23
City of Mercer Island Contract**

**Only the Contracting Signature Authority identified below is authorized to bind their agency.*

| | | |
|--|--|---|
| WSDOT Contract Signatory Authority* | Matthew Modarelli CIO & Director- TSD 7345 Linderson Way SW Tumwater, WA 98501 360-705-7601 Matthew.Modarelli@wsdot.wa.gov | Erik Jonson Technical Services Director 310 Maple Park AVE SE Olympia, WA 98501 360-705-7271 Erik.Jonson@wsdot.wa.gov |
| City of Mercer Island Participant Signatory Authority* | Jessi Bon City Manager 9611 SE 36 th St Mercer Island, WA 98040 206-275-7660 Jessi.bon@mercerisland.gov | |
| City of Mercer Island Participant Contract Signatory Additional Contact (i.e. executive assistants, confidential secretary, etc) | Jeff Magnan Services Commander 9611 SE 36 th Street Mercer Island, WA 98040 206-275-7917 Jeff.magnan@mercerisland.gov | |
| WSDOT VCC Program Manager | Deanna Brewer Incident Management Program Manager 310 Maple Park AVE SE Olympia, WA 98501 360-705-7411 Deanna.Brewer@wsdot.wa.gov | |
| City of Mercer Island VCC Participant Contact | Amanda Keverkamp Emergency Manager 9611 SE 36 th St Mercer Island, WA 98040 206-275-7905 Amanda.keverkamp@mercerisland.gov | |
| WSDOT Incident Management Coordinator | Aisha Dayal Incident Management Coordinator 310 Maple Park AVE SE Olympia, WA 98504 564-233-9384 aisha.dayal@wsdot.wa.gov | |
| WSDOT IT Project Manager | Deanna Brewer/Nicholas Dekofski IT Project Manager 310 Maple Park AVE SE Olympia, WA 98501 360-705-7411 Deanna.Brewer@wsdot.wa.gov | |
| City of Mercer Island VCC Participant IT Contact | Alfredo Moreno IT Manager 9611 SE 36 th St Mercer Island, WA 98040 206-275-7775 alfredo.moreno@mercerisland.gov | |

| | |
|---|--|
| | |
| <p>WSDOT Contract Administrator</p> | <p>Administrative Contracts Office 7345 Linderson Way SW Tumwater, WA 98501 360-705-7661 admincontracts@wsdot.wa.gov</p> |
| <p>City of Mercer Island VCC Contract Administrator</p> | <p>Amanda Keverkamp Emergency Manager 9611 SE 36th St Mercer Island, WA 98040 206-275-7905 Amanda.keverkamp@mercerisland.gov</p> |



**Virtual Coordination Center
EXHIBIT B: Participant Roster**

WSDOT NO. K1795-0-23
City of Mercer Island

| | |
|--|--|
| Washington State Department of Transportation Providing Data: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Seattle Office of Emergency Management* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Washington State Patrol Providing CAD Data: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Sound Transit Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| King County Metro Providing Data: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | City of Newcastle* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| City of Gold Bar Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Eastside Fire and Rescue Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Medina PD Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | City of Sultan Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Snohomish County Dept. Emergency Management* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | City of Marysville Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| City of Lake Stevens Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Seattle Department of Transportation* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| South County Fire* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input type="checkbox"/> | City of Bonney Lake* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Seattle Fire Department Providing CAD Data: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Seattle City Light* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Seattle Police Department* Pending Execution* Providing CAD Data: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Seattle Information Technology Department* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

| | |
|--|---|
| NORCOM Providing CAD Data: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Port of Tacoma* Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Snohomish Regional Fire & Rescue Pending Execution* Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | City of Mercer Island Providing CAD Data: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |



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

**AB 6890
March 3, 2026
Consent Agenda**

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6890: Legislative Review Alternatives to Help City Meet GMHB Order Compliance Deadline (Ordinance No. 26C-03 Second Reading) | <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: | Adopt Ordinance No. 26C-03 delegating to the Hearing Examiner the authority to hold quasi-judicial open record public hearings, and to review and make recommendations on site-specific rezones to the City Council. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | City Council |
| STAFF: | Jessi Bon, City Manager Kim Adams Pratt, Outside Land Use Counsel, Madrona Law |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Ordinance No. 26C-03 |
| CITY COUNCIL PRIORITY: | n/a |

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

EXECUTIVE SUMMARY

At its January 16, 2026 Planning Session, the City Council directed the City Manager to present alternatives to streamline the legislative review process for comprehensive plan amendments in light of the July 31, 2026 Growth Management Hearings Board (GMHB) Order compliance deadline. The City Manager presented at the February 17, 2026 City Council Meeting, three alternatives.

- Alternative #1: To reduce the overall legislative review time, one alternative the City Manager evaluated was to delegate the role of the “planning agency” to a Council Committee instead of the Planning Commission.
- Alternative #2: If the City Council desires to maintain the current Planning Commission process to review comprehensive plan amendments, Council could consider measures to ensure receiving timely review and recommendations from the Planning Commission. This could include preparing hand-off instructions for the Planning Commission providing clear deadlines to return a recommendation to the City Council. Periodic joint meetings between the Planning Commission and the City Council could also be considered.

- Alternative #3: Another option the City Manager considered was to lighten the anticipated workload of the Planning Commission by amending the Mercer Island City Code to delegate site-specific re-zones to the Hearing Examiner.
- The City Manager’s recommendation, which the City Council unanimously accepted, was two-fold. (1) to approve Alternative #2 to ensure timely Planning Commission review by directing the City Manager to develop clear hand-off instructions and legislative review deadlines to be included in the comprehensive plan legislative review transmittal memo to the Planning Commission; and (2) to approve Alternative #3 to delegate site-specific re-zones to the Hearing Examiner.
- Adoption of Ordinance No. 26C-03 effectuates Alternative #3 by delegating to the City’s Hearing Examiner the authority to hold quasi-judicial open record public hearings, and to review and make recommendations on site-specific re-zones to the City Council.

BACKGROUND

The City is under an order from the Growth Management Hearings Board (GMHB) to bring the City’s comprehensive plan into compliance with the Growth Management Act (GMA) by July 31, 2026. The background information on this matter is provided in the City Council packet materials from the January 16, 2026 Council Planning Session (see [AB 6838](#)).

At its January 16, 2026 Planning Session, the City Council directed the City Manager to present alternatives to streamline the legislative review process for comprehensive plan amendments to meet the compliance deadline. In response to the directive, three alternatives were presented by the City Manager at the February 17, 2026 City Council Meeting (see [AB 6871](#)), which in summary, were as follows:

- Alternative #1 – Formation of Council Committee to Serve as the “Planning Agency” for the City. To reduce the overall legislative review time, one alternative the City Manager evaluated was to delegate the role of the “planning agency” to a Council Committee instead of the Planning Commission.
- Alternative #2 – Set Planning Commission Review Schedule/Deadlines. If the City Council desires to maintain the current Planning Commission process to review comprehensive plan amendments, Council could consider measures to ensure receiving timely review and recommendations from the Planning Commission. This may include preparing hand-off instructions for the Planning Commission providing clear deadlines to return a recommendation to the City Council. In addition, periodic joint meetings between the Planning Commission and the City Council may be beneficial to promote alignment on policy objectives, clarify expectations, and reduce the potential for rework or delay.
- Alternative #3 – Delegate Site Specific Re-Zone Requests to the Hearing Examiner. Lighten the anticipated workload of the Planning Commission by amending the Mercer Island City Code (MICC) to delegate site-specific re-zones to the City’s Hearing Examiner.

Based on the City Manager’s two fold recommendation, the City Council unanimously voted (1) to approve Alternative #2 to ensure timely Planning Commission review by directing the City Manager to develop clear hand-off instructions and legislative review deadlines to be included in the comprehensive plan legislative review transmittal memo to the Planning Commission; and (2) to approve Alternative #3 to delegate site-specific re-zones to the Hearing Examiner.

ISSUE/DISCUSSION

Adoption of Ordinance No. 26C-03 effectuates Alternative #3 by delegating to the Hearing Examiner the authority to hold quasi-judicial open record public hearings, and to review and make recommendations on site-specific re-zones to the City Council.

This year the City will consider a site-specific re-zone application, which is anticipated to come before the City Council and the Planning Commission at the same time the GMHB Order is being considered. A site-specific re-zone requires a quasi-judicial open record public hearing and review and preparation of recommendations to the City Council, all of which are currently performed by the Planning Commission. By adopting Ordinance No. 26C-03, the authority to hold such hearings, and to review and make recommendations on site-specific re-zones will be delegated to the Hearing Examiner.

Professional Hearing Examiners possess the training and qualifications to ensure that proper procedures are maintained throughout the hearing and to admit and handle evidence properly. They produce decisions that are more consistent with applicable code criteria and other laws, and they are more likely to be free from political influences – all of which results in better administrative records and more defensible decisions for the City.

Using the Hearing Examiner for land-use quasi-judicial proceedings, including site-specific re-zones, is generally agreed and strongly recommended as best practices by organizations and agencies serving municipalities, such as the Municipal Research and Services Center, Association of Washington Cities, and Washington Cities Insurance Authority. Their recommendation is based on reducing liability and risk, as well as improving the consistency and quality of decisions.

The City Council will continue to retain final decision-making authority on site-specific re-zones, based on the recommendation of the Hearing Examiner and the record established during the open record hearing. A few examples of code cities that delegate site-specific re-zones to their Hearing Examiners include Kirkland, Issaquah, Black Diamond, Burien, and Bremerton.

NEXT STEPS

If Ordinance No. 26C-03 is adopted, staff will take appropriate steps to implement the changes to site specific re-zone review and decision-making procedures required by the ordinance.

RECOMMENDED ACTION

Adopt Ordinance No. 26C-03 delegating to the Hearing Examiner the authority to hold quasi-judicial open record public hearings, and to review and make recommendations on site-specific rezones to the City Council.

CITY OF MERCER ISLAND
ORDINANCE NO. 26C-03

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON
REVISING THE PROCESS FOR SITE SPECIFIC REZONES; AMENDING MICC
CH. 19.15, ADMINISTRATION; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, RCW 42.36.010, Local land use decisions, defines quasi-judicial actions as those that determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding; and

WHEREAS, professional hearing examiners are trained in and skilled at conducting quasi-judicial hearings; and

WHEREAS, the City Council wishes to utilize the expertise of a professional hearing examiner to conduct quasi-judicial hearings in accordance with the requirements of Ch. 42.36 RCW, Appearance of Fairness Doctrine, and the Mercer Island City Code (MICC).

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

Section 1. MICC Ch. 19.15, Amended. MICC Chapter 19.15, Administration, shall be amended as set forth in Exhibit A to this ordinance. Exhibit A is incorporated herein by this reference as if set forth in full. All other text of the sections or subsections of the Mercer Island City Code shall remain unchanged and in full force.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON MARCH 3, 2026.

CITY OF MERCER ISLAND

David Rosenbaum, Mayor

Approved as to Form:

ATTEST:

Bio Park, City Attorney

Deborah Estrada, Deputy City Clerk

Date of Publication:

Exhibit A

19.15.020 - Legislative actions.

Legislative actions involve the creation, amendment or implementation of policy or law by ordinance. In contrast to the other types of actions, legislative actions apply to geographic areas (area-wide) and implement adopted city policy, promote the community interest, and are normally of interest to many property owners and citizens. Legislative actions are only adopted after an open record public hearing. Review procedures for legislative actions are located in MICC 19.15.260. Legislative actions include street vacations, comprehensive plan amendments, area-wide reclassification of property (rezones), and code amendments.

19.15.030 - Land use review types.

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E. The types of land use approvals and are listed in Table A of this section. The required public process for each type of land use approval are listed in Tables A-D of this section.

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H. *Land use review types and review processing procedures.*

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| Table D – Type IV Land Use Reviews | | | | | | | | | | |
|------------------------------------|---|--|--------------------------------------|--|-----------------------|---------------------------------|-------------------------------------|------------------|--|-----------------------------------|
| Permit | Pre-Application Meeting Required (MICC 19.15.050) | Determination of Completeness (MICC 19.15.070) | Public Notification (MICC 19.15.080) | Notice of Application (MICC 19.15.090) | Public Comment Period | Public Hearing (MICC 19.15.140) | Notice of Decision (MICC 19.15.120) | Decision Body | Timeline Decision Due from Date of Completeness (MICC 19.15.030) | Appeal Authority (MICC 19.15.130) |
| Preliminary long plat | Yes | Yes | No | Yes | 30 days | Yes | Yes | Hearing Examiner | 170 days | Superior Court |

| | | | | | | | | | | |
|---|-----|-----|----|-----|---------|-----|-----|------------------|----------|----------------|
| Conditional use permit | Yes | Yes | No | Yes | 30 days | Yes | Yes | Hearing Examiner | 170 days | Superior Court |
| Variance | Yes | Yes | No | Yes | 30 days | Yes | Yes | Hearing Examiner | 170 days | Superior Court |
| Critical areas reasonable use exception | Yes | Yes | No | Yes | 30 days | Yes | Yes | Hearing Examiner | 170 days | Superior Court |
| Long plat alteration and vacations | Yes | Yes | No | Yes | 30 days | Yes | Yes | Hearing Examiner | 170 days | Superior Court |
| Parking modifications (reviewed by hearing examiner) | Yes | Yes | No | Yes | 30 days | Yes | Yes | Hearing Examiner | 170 days | Superior Court |
| Variance from short plat acreage limitation | Yes | Yes | No | Yes | 30 days | Yes | Yes | Hearing Examiner | 170 days | Superior Court |
| Wireless communication facility height variance | Yes | No | No | Yes | 30 days | Yes | Yes | Hearing Examiner | 170 days | Superior Court |
| Planned unit development | Yes | Yes | No | Yes | 30 days | Yes | No | Hearing Examiner | 170 days | Superior Court |
| Hearing Examiner design review | Yes | Yes | No | Yes | 30 days | Yes | Yes | Hearing Examiner | 170 days | Superior Court |

| | | | | | | | | | | |
|---|------------|------------|-----------|------------|----------------|------------|------------|---|-----------------|--------------------------|
| Permanent commerce on public property | Yes | Yes | No | Yes | 30 days | Yes | Yes | Hearin g Exam iner | 170 days | Superior Court |
| Shoreline conditiona l use permit (SCUP) | Yes | Yes | No | Yes | 30 days | Yes | Yes | Ecolog y after Hearin g Exam iner Recom mendat ion | 170 days | Shoreline Hearings Board |
| Shoreline variance | Yes | Yes | No | Yes | 30 days | Yes | Yes | Ecolog y after Hearin g Exam iner Recom mendat ion | 170 days | Shoreline Hearings Board |
| Shoreline revision (variance and SCUP) | Yes | Yes | No | Yes | 30 days | Yes | Yes | Ecolog y | 170 days | Shoreline Hearings Board |
| <u>Site-Specific Rezone</u> | <u>Yes</u> | <u>Yes</u> | <u>No</u> | <u>Yes</u> | <u>30 days</u> | <u>Yes</u> | <u>Yes</u> | <u>City Council after Hearin g Exam iner Recom mendat ion</u> | <u>170 days</u> | <u>Superior Court</u> |

19.15.230 - Comprehensive plan amendments and docketing procedures.

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G. *Combined comprehensive plan amendment and area-wide rezone.* In cases where both a comprehensive plan amendment and an area-wide rezone are required, both shall be considered together, and all public notice must reflect the dual nature of the request.

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19.15.260 - Review procedures for comprehensive plan amendments, reclassification of property, and code amendments; Procedure for Site-Specific Rezones.

A. The city shall issue a notice for comprehensive plan amendments, reclassifications of property, and zoning code text amendments as described in MICC 19.15.230, 19.15.240, and 19.15.250. Notice shall be provided in the weekly CPD bulletin, a newspaper of general circulation, made available to the general public upon request, and, if the proposed amendment will affect a specific property or defined area of the city, mailed to all property owners within 300 feet of the affected property or defined area, and posted on the site in a location that is visible to the public right-of-way.

1. The notice shall include the following information:
 - a. The name of the party proposing the proposed amendment or change;
 - b. The location and description of the project, if applicable;
 - c. The requested actions and/or required studies;
 - d. The date, time, and place of the open record hearing;
 - e. Identification of environmental documents, if any;
 - f. A statement of the public comment period which shall not be less than 30 days. The city shall accept public comments at any time prior to the closing of the record of an open record predecision hearing; and a statement of the rights of individuals to comment on the application, receive notice and participate in any hearings, request a copy of the decision once made and any appeal rights;
 - g. The city staff contact and contact information;
 - h. The identification of other reviews or permits that are associated with the review of the proposed comprehensive plan, zoning text, or zoning map amendment, to the extent known by the city;
 - i. A description of those development regulations used in determining consistency of the review with the city's comprehensive plan;
 - j. A link to a website where additional information about the project can be found; and
 - k. Any other information that the city determines appropriate.
2. *Timing of notice.* The city shall provide the notice at least 30 days prior to the hearing.

3. The city shall accept public comments at any time prior to the closing of the record of an open record public hearing.

B. *Review after public hearing.*

1. Following the completion of the open record public hearing for comprehensive plan amendments, area-wide reclassification of property (rezones), and code amendments, the planning commission shall consider the proposed amendment for conformance with the criteria as listed in the applicable section, the comprehensive plan and other applicable development standards.

2. The planning commission shall make a written recommendation on the review to the city council.

3. The city council shall consider the planning commission's recommendation at a public meeting where it may adopt or reject the planning commission's recommendations or remand the review back to the planning commission.

C. Procedure for site-specific reclassification of property (rezones).

1. The open record public hearing for site-specific reclassification of property (rezones) shall be held by the City's Hearing Examiner. The Hearing Examiner shall consider the application for site-specific rezone for conformance with the criteria as listed in MICC 19.15.240, and other applicable development standards. The burden of proof for demonstrating that the application is consistent with the applicable standards is on the applicant.

2. After closing the open record public hearing on the site-specific rezone, the Hearing Examiner shall make a written recommendation on the application based upon the record to the city council.

3. The city council shall consider the Hearing Examiner's recommendation and issue a decision on the application as a closed record review. In its decision, the City Council shall have discretion to adopt or reject any portion of the Hearing Examiner's recommendation.

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BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6892
March 3, 2026
Consent Agenda

AGENDA BILL INFORMATION

| | | |
|----------------------------|---|---|
| TITLE: | AB 6892: Facilities Planning Appropriation Request | <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: | Appropriate \$253,000 from the Capital Improvement Fund to the City Facilities Planning Project to support ongoing facility planning efforts, including revisiting renovation cost estimates for the City Hall and Public Works buildings; completing the Public Safety and Maintenance (PSM) Facility project review; advancing additional space planning for the 9655 Building; and supporting associated environmental, geotechnical, and project management services. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | Public Works |
| STAFF: | Jessi Bon, City Manager Jason Kintner, Chief of Operations Kellye Hilde, Public Works Deputy Director |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | n/a |
| CITY COUNCIL PRIORITY: | 3. Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks. |

| | |
|-------------------------------|------------|
| AMOUNT OF EXPENDITURE | \$ 533,000 |
| AMOUNT BUDGETED | \$ 717,594 |
| APPROPRIATION REQUIRED | \$ 253,000 |

EXECUTIVE SUMMARY

The purpose of this agenda item is to appropriate \$253,000 from the Capital Improvement Fund to the City Facilities Planning Project (90.05.0021) to support ongoing facility planning efforts, including revisiting renovation cost estimates for the City Hall and Public Works buildings; completing the Public Safety and Maintenance (PSM) Facility project review; advancing additional space planning for the 9655 Building; and supporting associated environmental, geotechnical, and project management services.

- Proposition No. 1, included on the November 4, 2025, General Election ballot to fund the PSM Facility received 54.61% voter approval, which was short of the 60% required to pass a bond measure.
- In late 2025, staff began reassessing facility replacement strategies to inform future policy direction and City Council decision-making.
- During the January 16, 2026 City Council Planning Session, the City Council debriefed the November 2025 bond measure and provided initial feedback on the framework to guide the facility planning work anticipated this year ([AB 6840](#)).

- On January 20, 2026, the City Council appropriated funds to support the facility planning work in 2026 and set aside \$717,594 from existing resources ([AB 6850](#)).
- At the same meeting, the City Council approved \$130,000 from these funds to be used for site work and geotechnical assessment at the City Hall and Public Works Campus, and \$150,000 to be used for space planning at the 9655 Building and the Luther Burbank Administration Building.
- The City Council also directed staff to revisit the renovation and reuse analysis for City Hall and the Public Works Building, to complete the PSM Facility project review, and to return with findings and preliminary project alternatives. Staff have been working with the consultant team to fully scope the additional work items.
- An additional appropriation of \$253,000 is needed to fully fund this phase of planning work.

BACKGROUND

9655 Building Acquisition

In early June 2025, the City announced the strategic acquisition of the 22,000-square-foot commercial office building located at 9655 SE 36th Street (“9655 Building”), adjacent to the City Hall Campus. The property was purchased for \$9.06 million, with closing completed in the summer of 2025. Following the expiration of the prior tenant’s lease at the end of September 2025, the City assumed full possession of the building.

Before opening the 9655 Building for City operations, several improvements will be necessary to ensure the space is functional and ready to support both staff and the community. The building’s near- and long-term occupancy strategy will be informed by space planning efforts currently underway. Anticipated occupants include the Community Planning and Development Department, Public Works Capital Projects and Engineering Teams, Youth and Family Services, the Customer Service Team, and other City services.

The acquisition was funded primarily through available City funds, with \$1.5 million financed externally. No new taxes were used to purchase the building. The available funds reflect years of conservative budgeting, disciplined spending, and prior-year savings.

November 2025 Bond Measure for PSM Facility

During the November 4, 2025, General Election, voters considered Proposition No. 1 related to the proposed PSM Facility. The measure received 54.61% voter approval, which did not meet the 60% threshold required to authorize a bond measure.

Post-Bond Measure Evaluation

In late 2025, staff began reassessing facility replacement strategies to inform future policy direction and City Council decision-making. To support this effort, the City Manager recommended a discussion at the City Council Planning Session in early January 2026 to allow adequate time to evaluate options and consider a potential second bond measure. The earliest feasible ballot date for reconsideration would be November 2026.

At the January 16, 2026 Planning Session, the City Council debriefed the prior bond measure and provided initial feedback on the framework to guide facility planning work in 2026 ([AB 6840](#)). Based on this feedback, the staff began to develop a scope of work and prepare cost estimates to complete the work.

On January 20, 2026, the City Council appropriated funds to support the facility planning work in 2026 and set aside \$717,594 from existing resources. This included carrying forward \$130,000 in unspent 2025 PSM Facility Project funds, originally budgeted under [Ordinance No. 24-13 \(AB 6542\)](#). In addition, the City Council also approved the transfer of \$587,594 from the Street Fund to the Capital Improvement Fund. Finally, the City Council allocated \$130,000 from these funds to be used for site work and geotechnical assessment at the City

Hall and Public Works Campus and \$150,000 for space planning at the 9655 Building and the Luther Burbank Administration Building.

Additionally, the City Council directed staff to revisit the renovation and reuse analysis for City Hall and the Public Works Building, to complete the PSM Facility project review, and to return with findings and preliminary project alternatives ([AB 6850](#)). Staff have been working with the consultant team to fully scope the additional work items, while ensuring that the other assessment work continues to move forward. An additional appropriation will be needed to fully fund this phase of planning work.

ISSUE/DISCUSSION

The City Council requested the staff team revisit the renovation and reuse analysis for the City Hall and Public Works Buildings following the failure of the bond measure in November 2025. The work will be approached in phases, to allow for progress check-ins with the City Council at the end of March/early April to present the analysis. Should the City Council wish to continue pursuing the reuse/renovation strategy, additional funds will be needed.

Staff are requesting the City Council appropriate \$253,000 to fund this initial phase of work. Of the \$717,594 the City Council set aside on January 20, 2026, for facility planning work, \$437,594 remains unappropriated. Table 1 outlines the estimated project expenses and appropriation request:

| Table 1: Project Budget and Funding Requirements | |
|--|-------------------|
| Available Funding (per AB 6850) | \$ 717,594 |
| Project Management and Consultant Services | |
| Staff Project Management | 79,000 |
| Geotechnical Investigation | 119,000 |
| Critical Area Review | 21,000 |
| Project Management & Owner Advisory Services | 30,000 |
| Existing Facilities & PSM Building Comprehensive Review | 155,000 |
| 9655 Building Space Planning | 129,000 |
| Subtotal Project Management and Consultant Services | \$ 533,000 |
| Less Previous Appropriations (AB 6850) | (280,000) |
| Total Requested Appropriation | \$ 253,000 |
| Remaining Available Funding | \$ 184,594 |

These contracts collectively support validation of building renovation cost estimates, environmental and geotechnical analysis, integrated campus feasibility review, PSM project evaluation and scope reduction, and additional space planning for the 9655 Building.

NEXT STEPS

Staff will return to City Council with initial findings and preliminary project alternatives once the work is completed. This is currently anticipated for the end of March/ early April.

RECOMMENDED ACTION

Appropriate \$253,000 from the Capital Improvement Fund to the City Facilities Planning Project to support ongoing facility planning efforts, including revisiting renovation cost estimates for the City Hall and Public Works buildings; completing the PSM Facility project review; advancing additional space planning for the 9655 Building; and supporting associated environmental, geotechnical, and project management services.



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6880
March 3, 2026
Public Hearing

AGENDA BILL INFORMATION

| | | |
|----------------------------|---|---|
| TITLE: | AB 6880: Public Hearing on Interim Regulations in MICC 19.16.010 Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing (Ordinance No. 26-02, First Reading) | <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. 26-02 for second reading on March 17, 2026. | |

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|-------------------------------|---|
| DEPARTMENT: | Community Planning and Development |
| STAFF: | Jeff Thomas, Community Planning and Development Director Molly McGuire, Senior Planner |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Ordinance No. 26-02 |
| 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/reinstated several times by Ordinance Nos. 22C-14, 23C-02, 23C-11, 24C-03, 25C-05 and 25-15.
- The current interim regulations will expire on April 2, 2026. The City must renew the interim regulations to remain in compliance with state law.
- Ordinance No. 26-02 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.

Permanent Regulation Development

Last year, permanent regulations to comply with HB 1220 were included in the draft "Omnibus Ordinance", [Ordinance No. 25C-27](#), when these regulations were presented to the Planning Commission in September and October of 2025. The draft regulations related to emergency housing and permanent supportive housing were eventually taken out of the scope for the Omnibus Ordinance to provide additional time for consideration of the appropriate approach for complying with GMA requirements. Currently, the Planning Commission and City Council are focused on achieving compliance with the [Growth Management Hearings Board Final Decision and Order](#). Once this work is complete, the Planning Commission and City Council will have the capacity to take this matter back up and adopt permanent regulations to comply with HB 1220. However, it is anticipated these interim regulations will need to be renewed at least once more beyond the current renewal to provide sufficient time to do so.

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](#) and September 2, 2025 by [Ordinance No. 25-15](#). These interim regulations will expire on April 2, 2026 unless renewed.

Ordinance No. 26-02 would renew the interim regulations established by Ordinance No. 24C-03 and maintain compliance with 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 commence after work to comply with the Growth Management Hearings Board Decision and Order is completed.

Ordinance No. 26-02

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. 26-02 would retain the amended definitions established by Ordinance No. 24C-03 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

These interim regulations will continue to be renewed every six months until the capacity exists until permanent regulations can be adopted.

RECOMMENDED ACTION

Hold public hearing and schedule Ordinance No. 26-02 for second reading on March 17, 2026.

**CITY OF MERCER ISLAND
ORDINANCE NO. 26-02**

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 and Ordinance 25-15 on September 2, 2025, renewing the reinstated interim regulations established by 24C-03 for additional six month periods; 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 2027; and

WHEREAS, the City Council held a public hearing on March 3, 2026; 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, 25-15 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 and 25-15, 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 April 2, 2026, 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 THE _____ DAY OF _____ 2026.

CITY OF MERCER ISLAND

Dave Rosenbaum, Mayor

Approved as to Form:

ATTEST:

Bio Park, City Attorney

Andrea Larson, City Clerk

Date of Publication:



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6881
March 3, 2026
Regular Business

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|--|
| TITLE: | AB 6881: Review of City Facility Strategy Community Survey Results | <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 Report. No action necessary. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | City Manager |
| STAFF: | Jessi Bon, City Manager Robbie Cunningham Adams, Senior Management Analyst |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Draft City Facility Community Survey Report |
| 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 present and discuss the results of the statistically valid survey of Mercer Island residents authorized by the City Council to collect community input on the recent Public Safety and Maintenance Facility Bond Measure.

- During the January 6, 2026 City Council meeting, the City Council authorized the City Manager to conduct a survey of Mercer Island residents to collect community input on the recent Public Safety and Maintenance Facility Bond Measure ([AB 6844](#)).
- The City Council also formed an Ad-Hoc Committee consisting of Deputy Mayor Becker, Councilmember Reynolds, and Councilmember Weiker to review and draft potential survey questions.
- The draft survey report is included as Exhibit 1.
- In addition to a statistically valid survey, the City is offering an ‘open’ survey that residents can access through the City’s regular communication channels and [at the link here](#). This open survey has the same set of questions as the statistically valid survey and will be available until midnight on Sunday, March 1.

BACKGROUND

Biennial Community Survey

Traditionally, the City of Mercer Island conducts a biennial Community Survey to identify areas of focus and community sentiment. The last survey was completed in 2024 ([AB 6484](#)).

November 2025 Bond Measure for PSM Facility

During the November 4, 2025 General Election the City held an election on Proposition No. 1 related to the proposed [Public Safety and Maintenance Facility](#). Proposition No. 1 received 54.61% voter approval, which fell short of the 60% required for approval of a bond measure.

City Facilities Survey

During its January 6, 2026 meeting, the City Council authorized the City Manager to conduct a statistically valid survey of Mercer Island residents to collect community input on the recent Public Safety and Maintenance Facility Bond Measure to inform priorities for future City facility planning ([AB 6844](#)). The City Council also formed an Ad-Hoc Committee consisting of Deputy Mayor Becker, Councilmember Reynolds, and Councilmember Weiker to review and draft potential survey questions.

Post-Bond Measure Evaluation

In late 2025, staff began reassessing facility replacement strategies to inform future policy direction and City Council decision-making. To support this effort, the City Manager recommended adding a discussion to the Planning Session in early January, to allow sufficient time to prepare for a potential second bond measure, should the City Council choose to pursue that direction. The earliest feasible ballot would be November 2026.

During the January 16, 2026 Planning Session, the City Council debriefed the prior City facilities bond measure and provided initial feedback on the framework to guide the facility planning work anticipated this year ([AB 6840](#)).

ISSUE/DISCUSSION

Statistically Valid Survey Results

At the March 3, 2026 City Council meeting, City staff and the City's survey consultant will present the results of the statistically valid survey. The draft survey report is included as Exhibit 1. The survey consultant conducted the survey from January 28 to February 11, 2026 and was able to complete 400 interviews with a statistically valid and representative sample of Mercer Islanders, resulting in a margin of error of +/- 4.9 points.

Open City Facility Survey of All Island Residents

In addition to a statistically valid survey, the City is offering an 'open' survey that residents can access through the City's regular communication channels and [at the link here](#). This open survey has the same set of questions as the statistically valid survey and will be available until midnight on Sunday, March 1. A high-level summary of the results will be included in the March 3 presentation and the final results posted on the project Let's Talk Page and shared with the City Council.

NEXT STEPS

The results of these surveys will inform future policy development for facility replacement strategies. These surveys are just one component of the community engagement strategy for City facilities and staff plan on pursuing additional opportunities for public feedback in the future.

RECOMMENDED ACTION

Receive report. No action necessary.



Mercer Island Survey

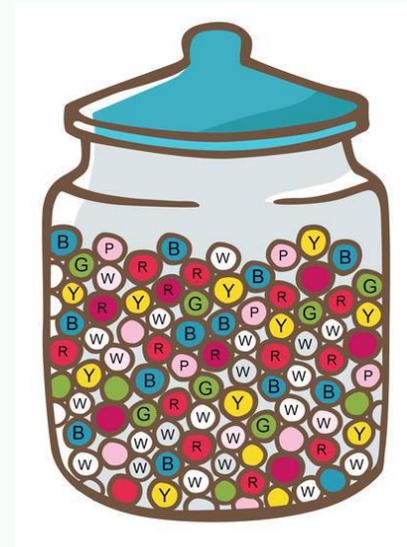
DRAFT

173 February 2026

Random Sampling

A survey with a random sample is like tasting soup; if well stirred you get a good sense of the flavor in a spoonful without eating the whole pot

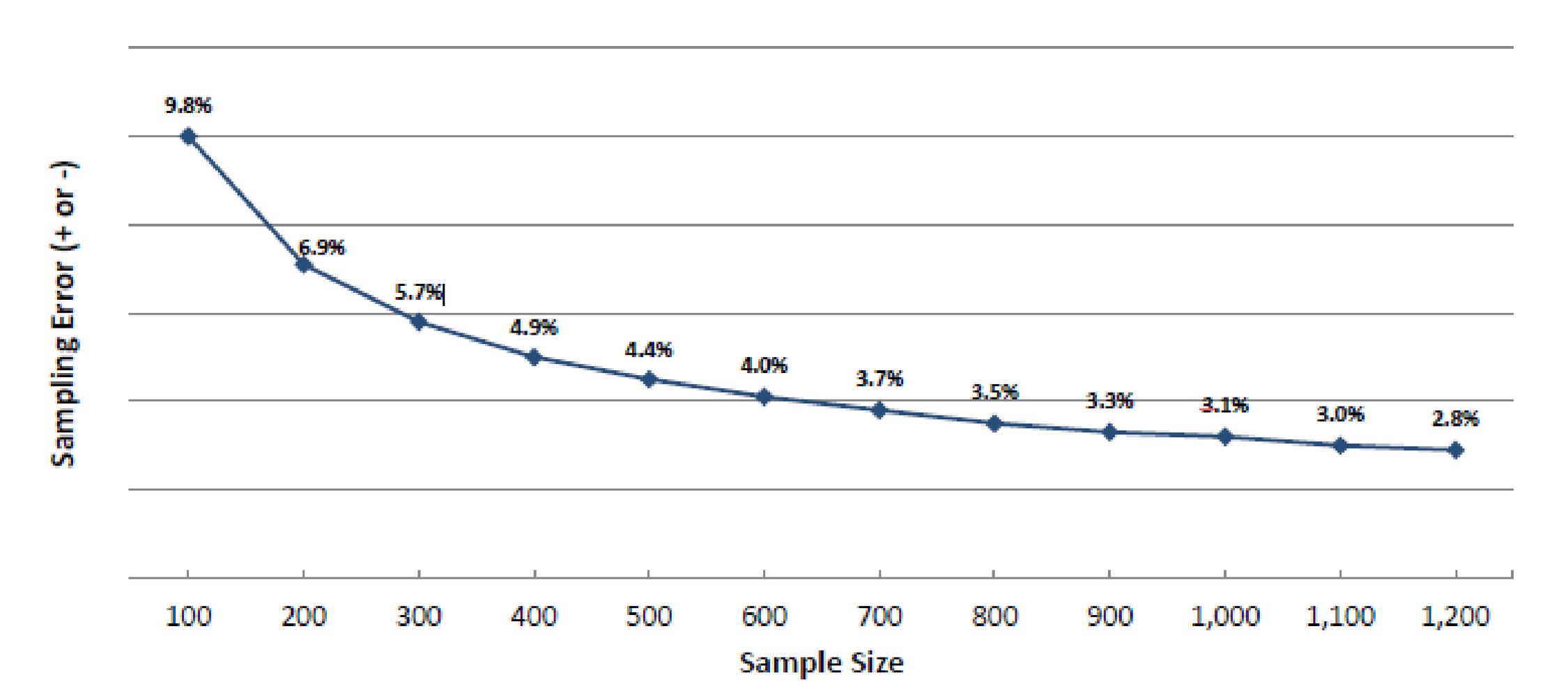
- ▶ Start with a known universe, in this case all eligible voters on MI
- ▶ Shuffle this universe and sample at random, and when we do, responses fall within a known margin of error. We achieve it by...
 - ▶ Reducing survey bias (generic company, generic survey intro)
 - ▶ Making multiple attempts to reach selected respondent
 - ▶ Replacing respondents with a random selection
 - ▶ Monitoring results against a known universe
 - ▶ Weighting final results when necessary (weighting was not needed)



Examples of Reducing Bias

- ▶ The company contacting respondents and survey introduction are intentionally generic; therefore if someone refuses, they are not doing so based on the topic
- ▶ Respondents likely guess the sponsor at some point during the survey but can never be sure until the survey is completed and released who the sponsor is
- ▶ Results include data from respondents who completed the entire survey, meaning results are not biased from partial answers
- ▶ Throughout the survey, respondents are offered balanced scale options, a question order that releases a little bit of information at a time, randomized question order, and interviewers/web survey that offers the same clarification each time.

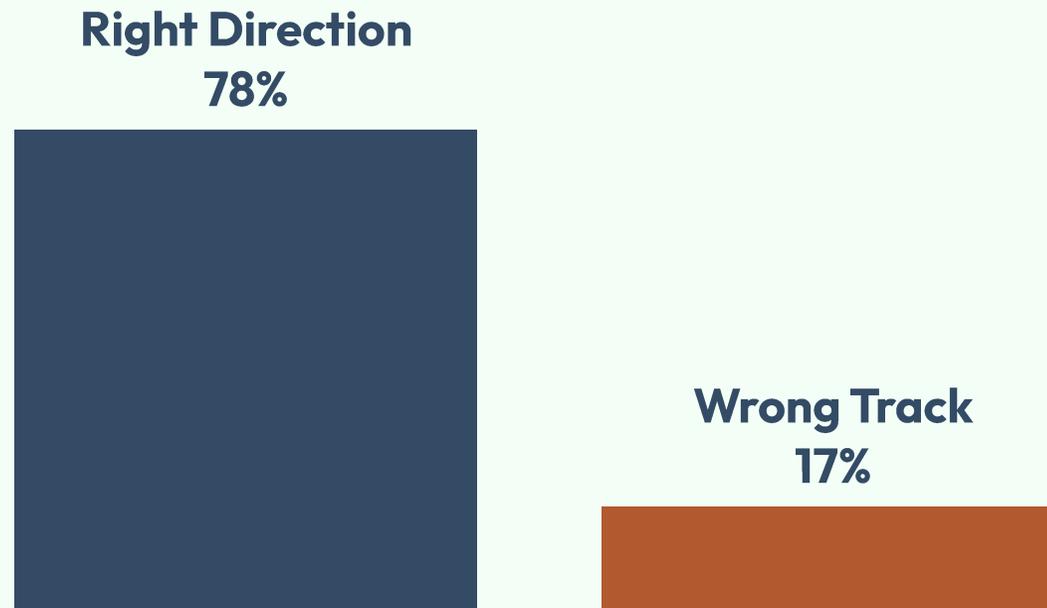
Sample Size and Subgroup MoE



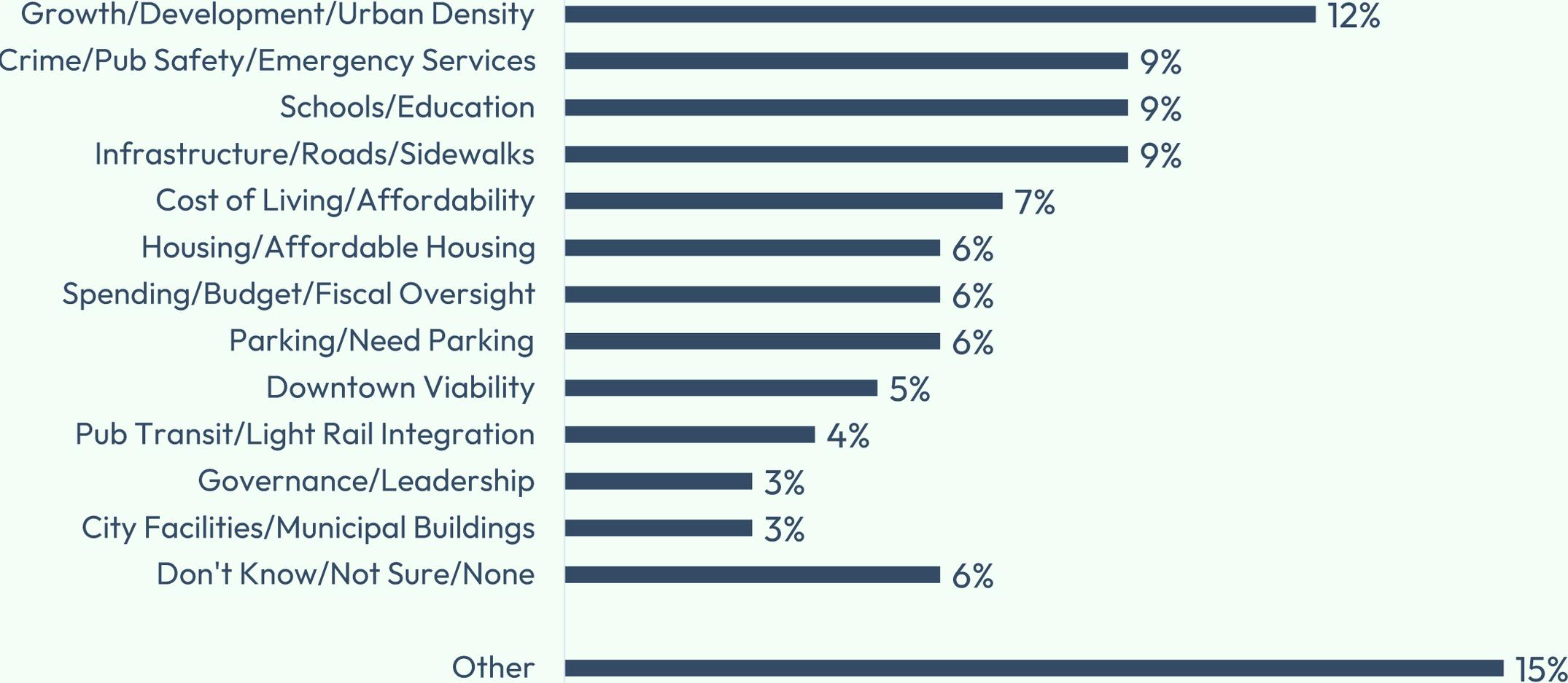
Methodology

- ▶ Mixed-mode survey of voters on Mercer Island, Washington
- ▶ Respondents reached by phone (landline + mobile), email, and text
 - ▶ Telephone interviews conducted in English by trained, professional interviewers
 - ▶ Email and text invitations were sent with a link to a web survey
- ▶ 400 completed interviews
- ▶ Overall margin of error = +/- 4.9 Points
- ▶ Conducted January 28-February 11, 2026

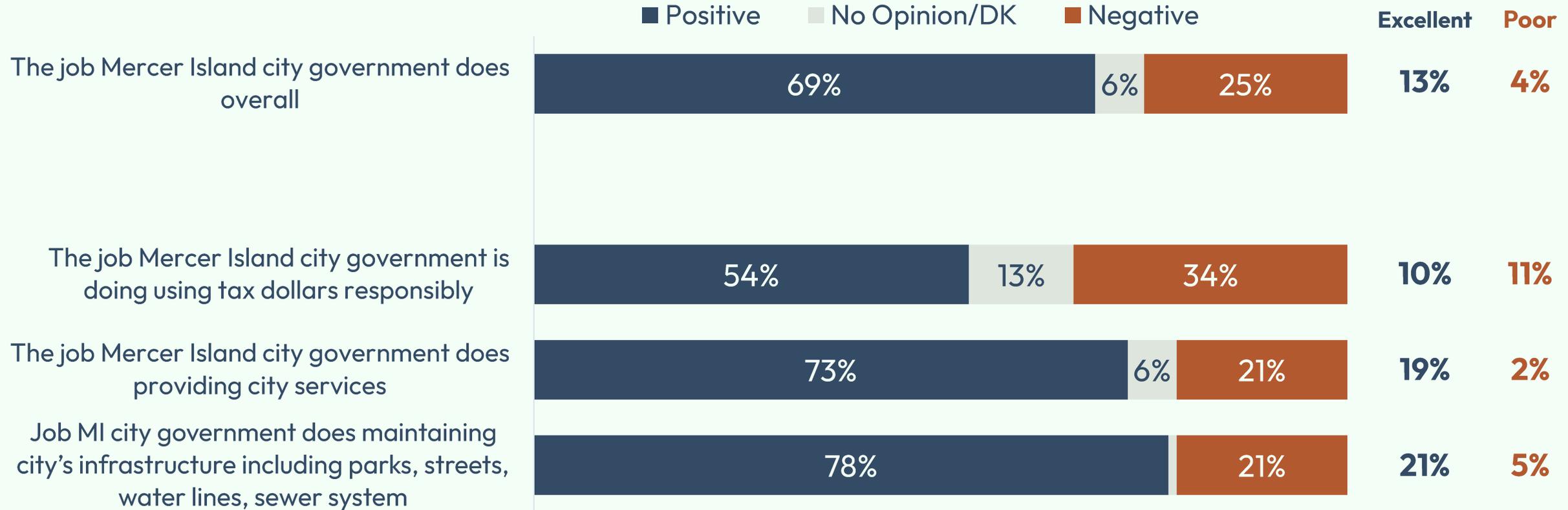
Island Right Direction / Wrong Track



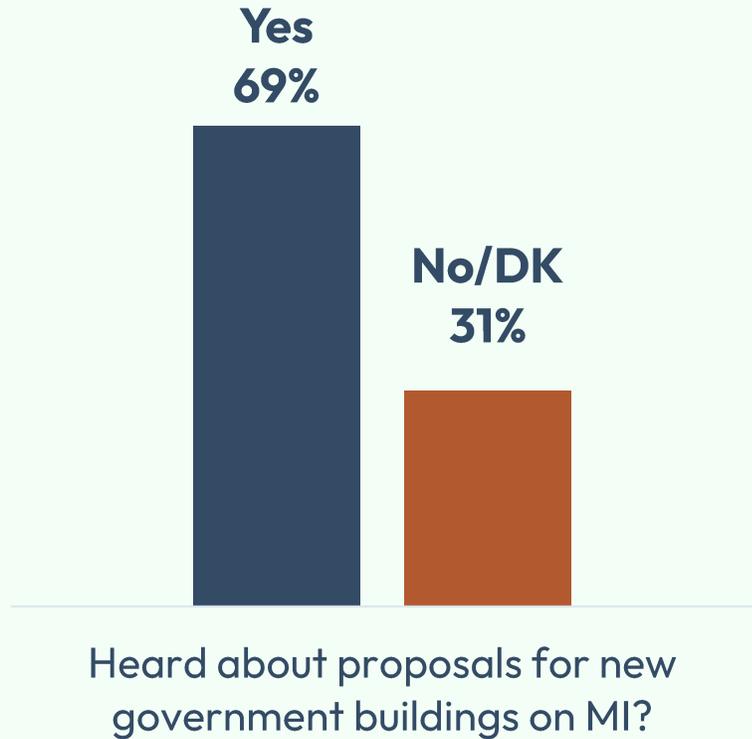
Most Important Problem on MI



City Government Job Ratings



Awareness of “New City Government Buildings”

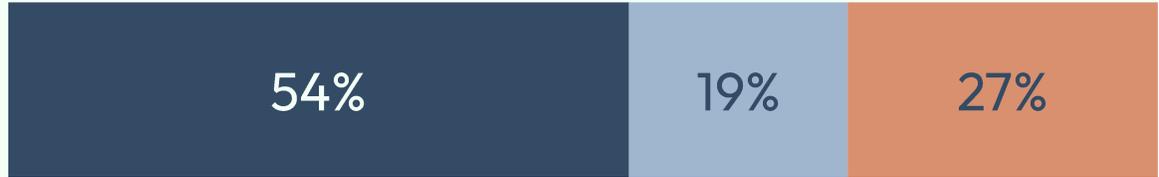


| What have you heard, read, or seen? | |
|---|-----|
| New City Hall/Permit Center | 16% |
| Too expensive/Raises taxes | 15% |
| Voted on/Measure failed | 13% |
| New Police Station/EMS/Improves Pub Safety | 11% |
| General building/Development/Acquiring land | 11% |
| Rebuild needed/Asbestos/Outdated | 9% |
| Seen news/Website | 5% |
| Overbuilt/Building too big/Extravagant | 5% |
| Maintenance Building/Public Works | 3% |

Impact Awareness

■ Very aware ■ Somewhat aware ■ Not Aware

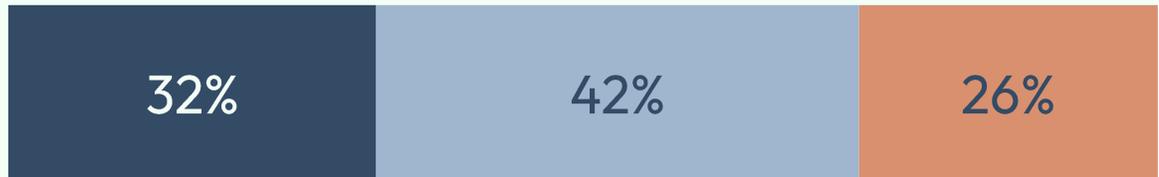
City hall closed in 2023



The Police Department is operating out of temporary trailers



Many systems in the City's public works building are failing and need to be replaced



November 2025 Measure

As you may recall, last November there was a ballot measure on Mercer Island that authorized 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, issuing up to \$103M of bonds and using property taxes to repay the bonds.

From what you remember, did you vote yes to approve or no to reject the measure, or did you not vote on it either way?
OR, If you had voted, would you have voted yes, or would you not have voted on it either way?



Best Reason to Support the Measure

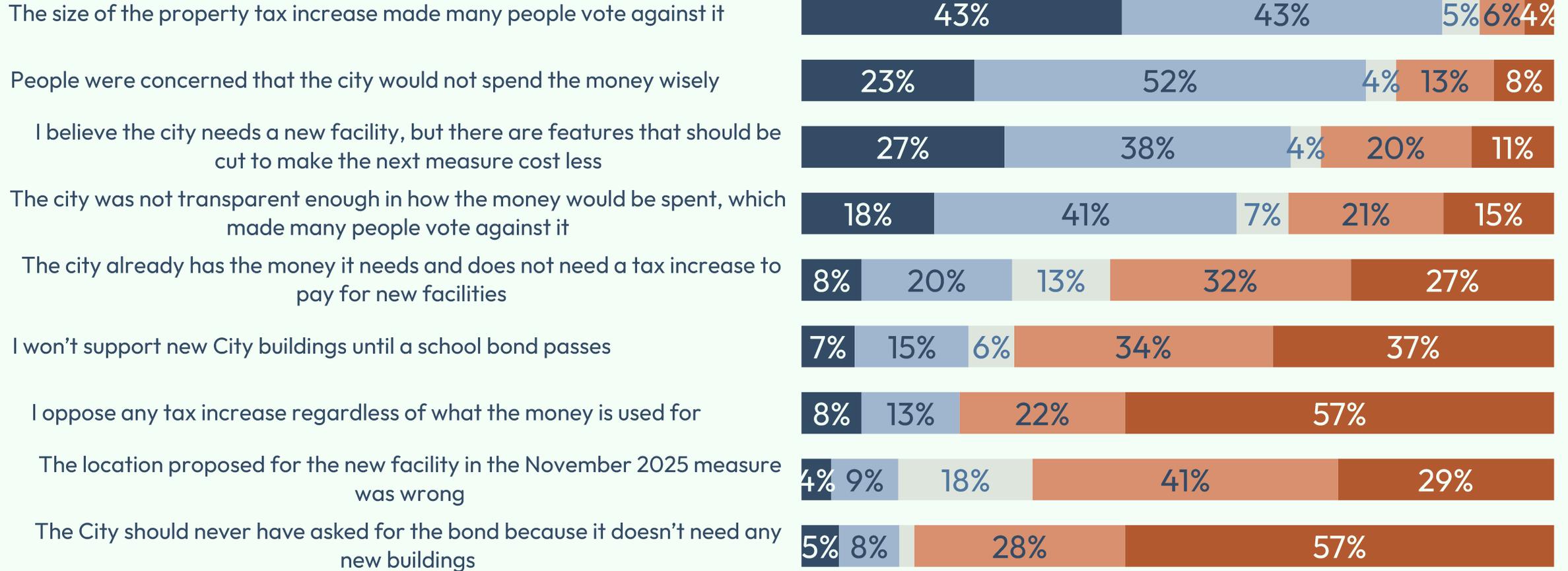
| Regardless of whether or how you voted, what was the best reason to <u>support</u> this measure? | |
|--|-----|
| New/Updated facilities | 14% |
| Need/Community need | 14% |
| Need new building/Place for services | 12% |
| New/Updated municipal buildings | 11% |
| New/Updated Police station | 10% |
| Safety/Safety Preparedness | 9% |
| No reason/Opposed it | 8% |
| Infrastructure investment | 5% |

Best Reason to Oppose the Measure

| Regardless of whether or how you voted, what was the best reason to <u>oppose</u> this measure? | |
|---|-----------|
| Cost/Expensive | 40% |
| Tax increase/High taxes | 12% |
| Budget/Mismanagement of funds | 9% |
| Extravagant design/Huge design project | 7% |
| Property taxes | 5% |
| No transparency/Too vague | 3% |
| I did not oppose | 3% |
| Renovate Existing | 3% |

Agree/Disagree

■ Strongly Agree
■ Somewhat Agree
■ Don't know
■ Somewhat Disagree
■ Strongly Disagree



New Facility That Costs Less

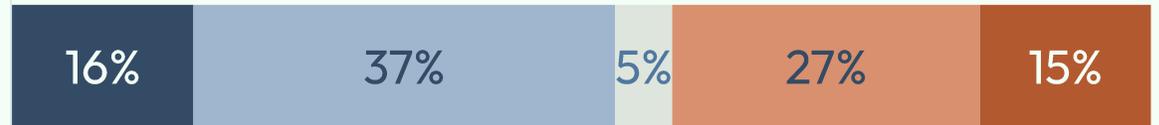
■ Strongly Agree
■ Somewhat Agree
■ Don't know
■ Somewhat Disagree
■ Strongly Disagree

I believe the city needs a new facility, but there are features that should be cut to make the next measure cost less

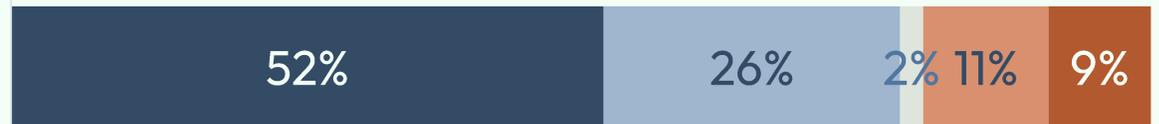


53% Agree

Voted Yes in Nov

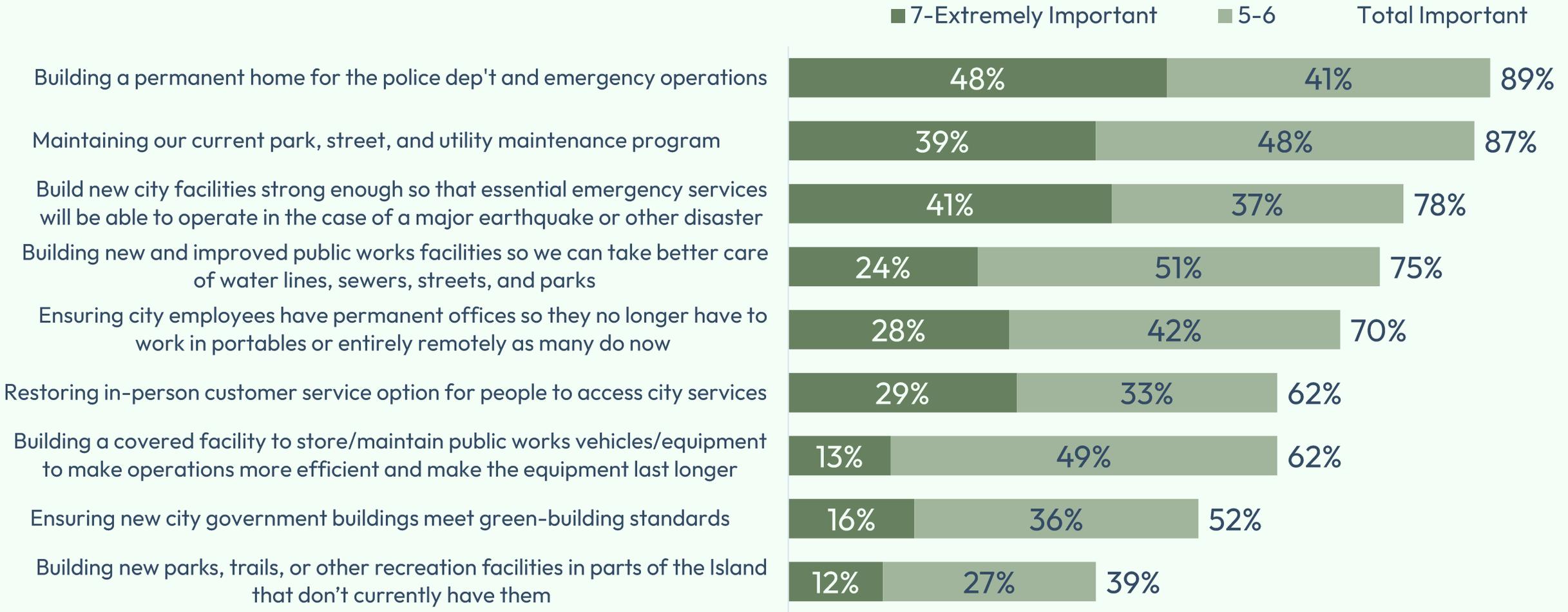


Voted No in Nov



78% Agree

Priorities





People. Data. Results.

fulcrumstrategygroup.com

Ian Stewart

Tom Patras

Ian@FulcrumStrategyGroup.com / 206.851.3099

Tpatras@FulcrumStrategyGroup.com / 614.653.9008



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

**AB 6872
March 3, 2026
Study Session**

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|--|
| TITLE: | AB 6872: Sustainability Work Program Annual Update | <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 report. No action necessary. | |

| | |
|-------------------------------|--|
| DEPARTMENT: | Public Works |
| STAFF: | Jason Kintner, Chief of Operations Kelye Hilde, Deputy Director of Public Works Alanna DeRogatis, Sustainability Program Manager |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Q1 2026 Climate Action Plan Implementation Status 2. 2024 Greenhouse Gas Emissions Report |
| CITY COUNCIL PRIORITY: | 4. Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community. |

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

EXECUTIVE SUMMARY

The purpose of this agenda item is to provide an update on the status of the Sustainability Program Work Plan, highlighting key actions that were included in the work plan for the 2025-2026 biennium.

- The Mercer Island Climate Action Plan (CAP) was adopted by City Council in April 2023 ([AB 6246](#)).
- Staff have implemented programs which support the plan’s six Focus Areas and move municipal operations and the community toward reaching CAP targets (Exhibit 1).
- The City continues to participate in partnerships and programs that enhance and supplement its sustainability efforts.
- Results of the 2024 Greenhouse Gas Emissions report (Exhibit 2) indicate that both community and municipal operations emissions must continue to decrease in order to achieve 2030 reduction goals.

BACKGROUND

In 2007, the City adopted greenhouse gas (GHG) reduction targets of 25% by 2020, 50% by 2030, and 80% by 2050 (compared to a 2007 baseline). In 2011, Mercer Island became a founding member of the King County-Cities Climate Collaboration (K4C). In June 2021, King County’s Growth Management Planning Council (GMPC)

updated the County 2050 emissions target to a 95% reduction, which the Mercer Island City Council ratified in [Resolution No. 1620](#) in March 2022.

The City of Mercer Island is a founding member of the [Eastside Climate Partnership](#) (ECP), a collaborative initiative formed in 2023 and comprised of the Cities of Bellevue, Kirkland, Issaquah, Mercer Island, Redmond, and Sammamish - “Eastside cities” located on the eastern side of Lake Washington. This partnership implements actions to reduce local sources of climate pollution and advance collective sustainability initiatives through shared outreach, coordination, program management, and securing funding. By working together, the participating cities leverage their collective resources and implement impactful solutions that would be more difficult to achieve independently. This collaboration builds on existing partnerships between the Eastside cities that address other community priorities, such as human services, affordable housing, economic development, tourism, and regional planning. Mercer Island signed the [Interlocal Agreement](#) in 2022 when work began on a pilot program to help support low- and moderate-income qualified households in transitioning from natural gas furnaces to heat pumps ([AB 6060](#)).

The work toward establishing City sustainability goals and actions culminated in April 2023 with the adoption of the City’s Climate Action Plan (CAP), which outlines a roadmap for the City to meet its GHG reduction commitments and other climate resiliency goals. The CAP identifies 59 actions, grouped into six Focus Areas, to guide the City in achieving its emissions reduction targets. The 2025-2026 Workplan includes direction to implement the CAP and specifically identifies several key actions for this biennium, including annual GHG tracking and reporting (CC1.3), development and implementation of an Electric Vehicle Charging Infrastructure Plan (TR1.1), and development and implementation of an Environmentally Preferable Purchasing Policy (CC2.6), among others.

ISSUE/DISCUSSION

Of the 59 Actions identified in the CAP, 76% are currently either in progress or ongoing. An overview of the status of all CAP actions is included in Exhibit 1. Detailed updates on the CAP actions that were included in the 2025-2026 Workplan and other related sustainability initiatives are described below. CAP actions are identifiable by their Action ID in parentheses, denoting the Focus Area and Action Number.

GHG Tracking and Reporting (CC1.3)

As with prior years, the 2024 GHG emissions report was completed as a joint project with the Eastside Climate Partnership. Staff worked with Cascadia Consulting Group to develop a 2024 GHG emissions report (Exhibit 2) and updated the interactive dashboard on the [City website](#) (CC3.1). This work occurred in 2025 and took 9 months to complete. Staff have already begun collecting data for the 2025 GHG emissions report and that information will be presented to the City Council early next year.

The 2024 report showed that Mercer Island’s communitywide emissions decreased 0.7% compared to 2023. Key drivers of this change include shifts in community activity—such as decreases in energy consumption and vehicle travel—as well as external factors including the 2024 bomb cyclone and reductions in the carbon intensity of electricity provided by Puget Sound Energy (PSE). Mercer Island’s 2024 government operations emissions decreased by 14% compared to the last GHG inventory in 2023. These decreases were primarily driven by the removal of the fire stations and fleet from the City’s portfolio following the 2024 transition to Eastside Fire and Rescue.

The 2024 results represent an 8% decrease in community-wide emissions compared to 2007, while per capita emissions decreased by 21%. The City’s lowest reported year of emissions remains 2020, with 2024 results

being 2% higher. Community-wide emissions will need to decrease an additional 42% by the end of the decade in order to achieve the City's 2030 reduction targets.

Electric Vehicle (EV) Charging Infrastructure Plan (TR1.1)

In October 2024, the City was awarded \$100,000 in funding from the 2023-2025 Climate Planning Grant through the Washington State Department of Commerce to begin developing an EV Charging Infrastructure Plan with a focus on the transition of the municipal fleet and the required charging infrastructure. In January 2025, the City engaged EXP U.S. Services, Inc. (EXP) and their partner, ElectroTempo, to begin development of the first phase of the EV Charging Infrastructure Plan, focused on developing a fleet electrification strategy for the City. The Fleet Electrification Strategy, completed in June 2025, is a comprehensive municipal fleet electrification plan that includes multiple replacement schedule scenarios to help the City manage and plan for electrifying fleet vehicles over the next 5-25 years. Electrification of the municipal fleet is also a CAP Action, CC2.4, and in 2025, the City acquired 4 battery electric/plug-in hybrids as part of the scheduled fleet replacement cycle.

Work is now underway on the development of the next phase of the Plan which focuses on community charging infrastructure. Details on this project are provided in a separate Agenda Bill for this meeting, AB 6836: Electric Vehicle Charging Plan Development Update.

Heat Pump Rebates and Education (BE1.1)

The flagship program of the Eastside Climate Partnership is the [Energy Smart Eastside program](#) (ESE), which grew out of the initial pilot program from 2022. The ESE program educates residents on the benefits of heat pumps, and provides incentives for residential households, affordable housing, and adult family homes. Heat pumps are 2-3 times the cost of a natural gas furnace, putting this upgrade out of reach for many lower-income households.

Through the "Boost" program, ESE covers 100% of the cost of a heat pump upgrade for homes with a household income under 80% of the area median income. Overall, about two thirds of the program's funding comes solely from grants that ESE has received, including funding from the state Home Electrification and Appliance Rebates (HEAR) Program and grants from PSE.

The ESE heat pump campaign aims to support a local market transformation of residential HVAC installations with the outcome that 99% of permitted heating projects are heat pumps by 2032. With an average furnace lifespan of 15-30 years, this target puts the Eastside cities on track to phase out most residential gas furnaces by 2050; a necessary milestone to reach 2050 greenhouse gas emissions reduction targets.

In 2025, the program saw notable growth, both in heat pumps installed, and in programming and outreach efforts. ESE launched a volunteer program, where peer advisors donated 70+ hours at community events speaking with their neighbors about heat pumps. Through generous support from ESE's manufacturer and distributor partners, the community discount for participating heat pump brands increased from \$500 to \$1,000 at no cost to the program.

In 2025, Mercer Island saw 26 installations through the program, up from 20 in 2024. Fourteen of these were market-rate installations, six used the moderate-income rebate, and six were fully-funded installations through the Boost program.

Green Power Program (BE1.7)

In January 2025, the City and PSE launched a Green Power Challenge to encourage residents and businesses to enroll in PSE's Green Power Program, which matches participants' electricity use with renewable energy made from wind and solar. This program helps to reduce our region's dependence on fossil fuel generated electricity and increases the overall amount of renewable energy that is available to the entire system. The goal of the challenge was to achieve 100 new signups to the program over the course of the year. As an incentive, PSE pledged to provide the City with \$10,000 toward a new community solar panel project on the Island.

At the start of 2025, 13% of Mercer Island customers were already participating in this program - higher than PSE's overall program participation rate of 10%. By August, the City had already surpassed the goal by achieving 108 new enrollments and ultimately exceeded the sign-up goal by 42% by year-end. As a result of this impressive community participation, PSE added \$2,500 to the award amount, bringing the total to \$12,500. Staff are currently finalizing plans to use the funding.

WA Clean Buildings Performance Standard (BE2.3)

The Washington State Clean Buildings Performance Standard (CBPS) which was signed into law in 2019, expanded in 2022, and augmented in 2023, aims to lower costs and pollution from fossil fuel consumption in the state's existing commercial and multifamily buildings larger than 20,000 square feet. Under the law, buildings are divided into two groups: buildings over 50,000 square feet are known as Tier 1 buildings, while those between 20,000-49,999 square feet are Tier 2. The compliance deadlines for Tier 1 buildings fall between June 2026 and June 2028, while Tier 2 buildings must comply by July 2027.

CBPS requires all covered buildings to benchmark their energy usage, which requires 12 months of energy use data, and develop and implement an Energy Management Plan (EMP), and an Operations & Maintenance (O&M) plan. Both plans need to be in place 12 months prior to compliance. In addition to these requirements, Tier 1 buildings are also required to meet an Energy Use Intensity (EUI) target.

Mercer Island City Hall, the Mercer Island Community and Event Center (MICEC) and the recently acquired building at 9655 SE 36th Street are all covered under CBPS as Tier 2 buildings. Staff developed and implemented an EMP and O&M for the MICEC in early 2025.

As City Hall is closed and unoccupied, staff intend to submit an exemption for the building, as a building can apply for exemption from CBPS compliance if more than 50% of the building's square footage does not have a certificate of occupancy or temporary certificate of occupancy for all 12 months of the calendar year prior to the compliance deadline. While plans are still being developed to renovate and occupy the 9655 building, staff are also considering the CBPS compliance impacts of moving staff into the building.

Additional Items

In addition to making significant progress on 2025-2026 Workplan CAP Action Items, staff also undertook the following projects in 2025:

- Commuter Trip Reduction (CTR) Initiatives (CC2.1): As part of the implementation of the 2025-2029 CTR Plan, adopted by the City Council on March 4, 2025 ([AB 6630](#)), the City launched a four-week/12 day EV Shuttle Pilot program for City staff and Riot Games employees, the City's two CTR-affected employers. The pilot program occurred in April 2025 with the intention of offering a first/last mile

transportation option to promote public transit use during Earth Month. The pilot program was aligned with several other actions in the CAP, including Action CC2.1 Alternative commuting incentives, and TR2.2 Last-mile light rail connection. While the staff pilot program was well-received, ultimately, the shuttle was under-utilized, likely due to the reported low use of public transit by both City and Riot Games staff at the time of the pilot.

In October, the City participated in the statewide Switch Your Trip WA 2025 campaign. Switch Your Trips WA challenges people to replace drive-alone trips with sustainable travel options such as walking, biking, rideshare, and transit for the month of October. This year recorded 2,759 participants from across the state, a slight increase from last year, and a Mercer Island resident who participated in the challenge won a third-place prize.

- **Solar Streetlights:** To address community concerns around inadequate illumination along the pathway between the MICEC parking lot and the Annex building, in late 2025, solar-powered LED light poles were installed by Public Works staff alongside the sidewalk. This project is also being used as an opportunity to evaluate the reliability of solar lights for future projects on Mercer Island. In addition to the sustainability and resilience benefits of using renewable power and reducing grid demand, solar-powered outdoor lighting offers lower installation costs as it removes the requirement to trench and connect to the grid, as well as lower ongoing operational costs.
- **Bike Lockers:** In Fall 2025, eight smart bike lockers were installed at the new Town Center Parking Facility to encourage the use of alternative forms of first/last mile transit to public transportation (TR2.2). The lockers offer bicyclists a secure, weather-resistant place to park their bikes, and are similar to those at the Park and Ride lot and at other Sound Transit and King County Metro facilities throughout the region, maintaining consistency for users.
- **LEED for Cities Certification Cohort:** In April 2025, Mercer Island was accepted into the [2025 LEED for Cities Certification Cohort](#) from the U.S. Green Building Council and Bank of America. Through participation in the cohort, the City received waived membership and certification fees, and staff had access to technical assistance and educational resources to help reduce time spent on the certification process. The certification process offers an opportunity to evaluate the City's performance against LEED's rating system in sustainability and quality of life metrics and recognize the City's achievements in implementing proven sustainable practices.

NEXT STEPS

Through 2026, staff will continue to implement projects identified in the 2025-2026 Work Plan and begin working with the City Manager to draft the work items for the 2027-2028 biennium.

The development of the EV Charging Infrastructure Plan (TR1.1) is expected to be completed in June 2026, after which, work will begin on the implementation of the plan. A plan for outreach to identified sites is currently being developed.

Staff will also begin work to develop a municipal Environmental Preferable Purchasing Policy (CC2.6) that prioritizes products with the lowest environmental impact. Once developed, the policy will guide purchasing decisions within each department, including vehicle and fuel purchases, and construction materials. This policy will incorporate findings from the municipal fleet electrification roadmap and will help influence how the City applies a "climate-lens" to decision making (CC3.2).

In addition to working towards completing compliance requirements of the WA Clean Buildings Performance Standard (BE2.3) for City buildings, staff will continue reaching out to owners of covered buildings on Mercer Island to ensure they are aware of the requirements and prepared to submit for compliance.

The MICEC HVAC Replacement project in the 2025-2026 Capital Improvement Program represents an opportunity to implement CAP Action CC2.5 - Complete energy efficiency retrofits on existing municipal equipment and buildings. Following a 2025 HVAC system assessment, a proposed system replacement option offers the possibility of electrifying the building and eliminating the need for natural gas. Though the MICEC is only considered a Tier 2 building under the Washington State Clean Buildings Performance Standard, and as such, is not required to hit an Energy Use Intensity target, the proposed HVAC system replacement would directly support the intent of the law by significantly improving building energy performance, reducing greenhouse gas emissions, and modernizing the building systems that contribute most to overall energy use. As one of the City's largest and most used facilities, electrifying the HVAC system will also result in a significant reduction in municipal greenhouse gas emissions. In 2024, the natural gas usage for the MICEC alone accounted for 5% of the City's municipal GHG emissions. The City is also pursuing funding from the State to support this HVAC replacement.

Staff are working on completing the credit requirements for LEED for Cities certification, and plan to submit for a first evaluation in late March 2026.

Additionally, with the opening of the Mercer Island Light Rail Station, staff are continuing to work to identify last-mile transportation solutions for both residents and commuters to the Island.

Staff will continue to report to the City Council annually on the Sustainability Work Program, including the status of the Climate Action Plan and the City's progress toward achieving Climate Action Plan targets.

RECOMMENDED ACTION

Receive report. No action necessary.

Mercer Island Climate Action Plan Implementation Status Update

| Focus Area | Strategy | Action ID | Action | Status | Current Status |
|---------------------------|---|-----------|--|------------------------|---|
| Cross-Cutting & Municipal | Engage and support community climate action. | CC1.1 | Support local schools in integrating climate and sustainability education into curriculum and adopting low carbon solutions in their building operations. This may include working with the schools on energy efficiency and electrification, waste reduction and recycling, and sustainable purchasing, and behavior change (such as encouraging carpools to school). | In progress or ongoing | <ul style="list-style-type: none"> • Ongoing conversations with MISD regarding EV charging, natural resources, King County Green Schools participation, etc. |
| Cross-Cutting & Municipal | Engage and support community climate action. | CC1.2 | Advocate for legislation that supports local climate mitigation and adaptation efforts. Continue to partner with neighboring cities and other regional groups to advance regional initiatives to reduce greenhouse gas emissions and increase adaptive capacity. | In progress or ongoing | <ul style="list-style-type: none"> • This work is ongoing and overlaps with many other items, including participation in K4C & Eastside Climate Partnership. |
| Cross-Cutting & Municipal | Engage and support community climate action. | CC1.3 | Develop a climate outreach and education campaign or program to support ongoing community engagement in climate actions. Initiatives may include: <ul style="list-style-type: none"> • Climate challenges, competitions, and climate pledges aimed at inspiring friendly competition among residents and businesses. • Educational campaigns focused on addressing common misinformation related to home energy use and other everyday activities (e.g., the benefits of using cold v. hot water for laundry). • Resource sharing campaigns, such as "renewable energy" or "energy efficiency" home tours in which neighbors learn from each other on how to implement renewable energy or energy efficient upgrades in their homes. • Educational campaigns aimed at helping residents understand the relative impact of various sources of GHG emissions and the potential benefits of existing and proposed policies. | In progress or ongoing | <ul style="list-style-type: none"> • Tabled at MI Farmer's Market in June 2025 to promote CAP programs • Earth Month 2025 focused on education and volunteer programs. Currently developing programs for Earth Month 2026 • Education efforts in 2025 as part of PSE Green Power Program Campaign, Solarize Campaign, and Energy Smart Eastside. Ongoing educational efforts through Energy Smart Eastside • Including periodic sustainability updates in MI Weekly |
| Cross-Cutting & Municipal | Reduce climate impacts of municipal operations. | CC2.1 | Encourage Mercer Island employers to offer work from home and flexible work schedules for employees. | In progress or ongoing | <ul style="list-style-type: none"> • 25-29 CTR plan that adopted by Council in March 2025 (AB 6630) |
| Cross-Cutting & Municipal | Reduce climate impacts of municipal operations. | CC2.2 | Reduce the drive alone rate for City employees through incentives and by improving commute options by site location. Preserve flexible scheduling and remote work options for staff. | In progress or ongoing | <ul style="list-style-type: none"> • Participated the October 2025 Statewide Switch Your Trips campaign • Piloted an EV shuttle from MI Park and Ride for CMI employees and Riot Games in April 2025 |

Mercer Island Climate Action Plan Implementation Status Update

| Focus Area | Strategy | Action ID | Action | Status | Current Status |
|---------------------------|--|-----------|---|------------------------------------|--|
| Cross-Cutting & Municipal | Reduce climate impacts of municipal operations. | CC2.3 | Develop green building guidelines to inform future municipal building designs. | Have not begun and/or needs action | <ul style="list-style-type: none"> Evaluating LEED for Cities policy recommendations to implement |
| Cross-Cutting & Municipal | Reduce climate impacts of municipal operations. | CC2.4 | Electrify the municipal vehicle fleet. | In progress or ongoing | <ul style="list-style-type: none"> Utilized grant funding from the WA Dept of Commerce to develop a Fleet Electrification Roadmap as the first phase of the EV Infrastructure Charging Plan City converted 4 vehicles to electric/plug-in hybrids as part of 2025 replacement cycle |
| Cross-Cutting & Municipal | Reduce climate impacts of municipal operations. | CC2.5 | Complete energy efficiency retrofits on existing municipal equipment and buildings. | In progress or ongoing | <ul style="list-style-type: none"> HVAC assessment completed at MICEC in 2025 Developed an Energy Management Plan for MICEC and drafted an Operations and Maintenance Plan in line with state requirements for CBPS Outdoor lighting LED retrofit and garage heater upgrade at MICEC completed in Feb 2025 Building Automation System (BAS) upgrade in progress at MICEC |
| Cross-Cutting & Municipal | Reduce climate impacts of municipal operations. | CC2.6 | Develop and implement a municipal Environmental Preferable Purchasing Policy that prioritizes products with the lowest environmental impact. The policy will guide purchasing decisions within each department, including vehicle and fuel purchases, and construction materials. | Have not begun and/or needs action | <ul style="list-style-type: none"> Attending a nationwide working group to begin building framework for policy - planning to begin work in 2026 Reviewed King County, Seattle, Issaquah, and Redmond's policies |
| Cross-Cutting & Municipal | Reduce climate impacts of municipal operations. | CC2.7 | Expand solar installation and build renewable energy storage systems on City property. | In progress or ongoing | <ul style="list-style-type: none"> Testing a portable battery and solar charging option at Caretaker's House to determine feasibility for small-scale power backup |
| Cross-Cutting & Municipal | Institutionalize climate considerations into City planning & decision-making | CC3.1 | Continue to maintain a publicly available online dashboard that tracks and reports on CAP and GHG reduction progress on an annual basis. Report to City Council and the community on progress annually. | In progress or ongoing | <ul style="list-style-type: none"> Data gathering for 2025 GHG report to begin in Q2 2026 Completed 2022, 2023, and 2024 GHG reports with Power BI dashboard shared on City website |

Mercer Island Climate Action Plan Implementation Status Update

| Focus Area | Strategy | Action ID | Action | Status | Current Status |
|---------------------------|--|-----------|---|------------------------|---|
| Cross-Cutting & Municipal | Institutionalize climate considerations into City planning & decision-making | CC3.2 | Apply a climate lens to City decision-making around major activities, capital projects, and initiatives. | In progress or ongoing | <ul style="list-style-type: none"> Participating in LEED for Cities 2025 cohort to seek certification and identify opportunities for more sustainable MI Working with City Departments to incorporate sustainability into City decision-making and operations Developing staff trainings and educational resources |
| Buildings & Energy | Transition to non-fossil building energy. | BE1.1 | Partner with PSE and other regional partners to expand regional electric heat pump pilot programs and campaigns to replace natural gas-powered furnaces and increase energy efficiency in existing commercial and residential properties. | In progress or ongoing | <ul style="list-style-type: none"> Continued growth of the Energy Smart Eastside program. Installed 13 heat pumps for income qualified Islanders as of 02/2026 52 total installs through both rebate redemption and equipment discounts. Received over 200K in additional funding through grants and PSE in 2024 alone |
| Buildings & Energy | Transition to non-fossil building energy. | BE1.2 | Accelerate improvements to the energy grid and storage to facilitate the transition to renewable energy sources. Improvements may include subsidy and grant programs to reduce the cost of battery storage in existing buildings and electric vehicle charging/storage system installations. | In progress or ongoing | <ul style="list-style-type: none"> 43.5% of all participants in 2025 Solarize program sought additional quotes for battery storage Testing a portable battery and solar charging for City events/small power backup to determine feasibility for home backup power/more flexible access to solar |
| Buildings & Energy | Transition to non-fossil building energy. | BE1.3 | Work with regional jurisdictions and agencies to expand upstream and midstream incentives for building electrification retrofits to local distributors and contractors. Create or promote a contractor training and/or certification program focused on efficient, electric heat pump installation. | In progress or ongoing | <ul style="list-style-type: none"> Energy Smart Eastside hosted a focus group including contractors in May 2025 to strategize other ways to promote home electrification beyond heat pumps |
| Buildings & Energy | Transition to non-fossil building energy. | BE1.4 | Implement new building codes as required by the Washington State Building Code Council to transition from natural gas to electricity in new construction. | Completed | <ul style="list-style-type: none"> Building codes were updated in March 2024 |
| Buildings & Energy | Transition to non-fossil building energy. | BE1.5 | Research the development of a “burn-out” program to incentivize the replacement of fossil fuel furnaces or water heaters with available high efficiency electric alternatives. Consider future policies to require high efficiency electric replacements at time of upgrade | In progress or ongoing | <ul style="list-style-type: none"> Energy Smart Eastside program provides incentives to replace gas-powered furnances with heat pumps Currently evaluating the feasibility of expanding the Energy Smart Eastside program to include water heaters |

Mercer Island Climate Action Plan Implementation Status Update

| Focus Area | Strategy | Action ID | Action | Status | Current Status |
|--------------------|--|-----------|--|------------------------------------|--|
| Buildings & Energy | Transition to non-fossil building energy. | BE1.6 | Partner with PSE and other regional partners to promote state and federal renewable energy incentives to fund onsite residential and commercial solar power projects. | In progress or ongoing | • 2025 Solarize campaign with other Eastside Climate Partnership cities to encourage residential solar panel installation |
| Buildings & Energy | Transition to non-fossil building energy. | BE1.7 | Host education programs and conduct outreach events to encourage businesses and residents to enroll in the PSE Green Power Program. Partner with other neighboring communities served by the utility to advocate directly with PSE to expand renewable energy production that is local to Mercer Island. | In progress or ongoing | • 2025 PSE Green Power Campaign achieved 108% of sign up goal in only 8 months! |
| Buildings & Energy | Transition to non-fossil building energy. | BE1.8 | Promote electric panel upgrades upon sale and/or rental turnover for residential and commercial properties to facilitate an easier transition to clean electricity buildings and vehicles. | Have not begun and/or needs action | |
| Buildings & Energy | Reduce energy use in new and existing buildings. | BE2.1 | Partner with PSE and other local jurisdictions and organizations to provide and promote energy efficiency incentives and rebate programs for residents and businesses. Partner to offer free home energy audits and upgrade programs for income-eligible residents. | In progress or ongoing | • This work is part of Energy Smart Eastside for the residential-side |
| Buildings & Energy | Reduce energy use in new and existing buildings. | BE2.2 | Develop a program to promote green building for residential and commercial properties, including educational outreach. | Have not begun and/or needs action | |
| Buildings & Energy | Reduce energy use in new and existing buildings. | BE2.3 | Build awareness of the Washington Clean Buildings Act that requires all new and existing commercial buildings over 50,000 s.f. to reduce their Energy Use Intensity 15% compared to the 2009-2018 average. | In progress or ongoing | • Reaching out to locally-based building owners/Facility Managers to ensure they are prepared for compliance |
| Buildings & Energy | Reduce energy use in new and existing buildings. | BE2.4 | Consider local or regional policies related to point-of-sale green building disclosures. Policy considerations may include disclosure of energy use, energy retrofits, or other considerations at point of sale. | Have not begun and/or needs action | • King County is developing a Building Decarb strategy, to be completed by end of 2025, including looking at Home Energy Scores - will continue to monitor |

Mercer Island Climate Action Plan Implementation Status Update

| Focus Area | Strategy | Action ID | Action | Status | Current Status |
|----------------|---|-----------|--|------------------------------------|--|
| Transportation | Plan for expansion of EV infrastructure and fleet electrification; decarbonize offroad equipment. | TR1.1 | Develop and implement an EV Charging Infrastructure Plan, in collaboration with PSE, that guides expansion of EV charging capacity throughout the city. The plan will include analysis and recommendations on the facilities and infrastructure required for the City and the Mercer Island School District to meet 2030 and 2050 fleet electrification goals. The plan will also include a readiness and capacity study to evaluate increasing EV charging at commercial and residential properties citywide. The Plan will identify an implementation strategy including partnerships, funding, and future policy recommendations. | In progress or ongoing | <ul style="list-style-type: none"> • Municipal phase of the Plan was completed in June 2025 using funding from WA Commerce Climate Planning Grant Program. • Development of the Community phase of the plan is currently underway. Due to be completed by June 2026. |
| Transportation | Plan for expansion of EV infrastructure and fleet electrification; decarbonize offroad equipment. | TR1.2 | Engage the Mercer Island School District on the development of the EV Charging Infrastructure Plan to ensure site readiness for bus and fleet electrification. | In progress or ongoing | <ul style="list-style-type: none"> • Development of the Community phase of the EV Charging Infrastructure Plan is currently underway. Due to be completed by June 2026. Conversations with MISD regarding EVs are ongoing |
| Transportation | Plan for expansion of EV infrastructure and fleet electrification; decarbonize offroad equipment. | TR1.3 | Advocate for State resources to fund EV infrastructure planning. | In progress or ongoing | <ul style="list-style-type: none"> • Utilized funding from Commerce to begin development of EV Charging Infrastructure Charging Plan |
| Transportation | Plan for expansion of EV infrastructure and fleet electrification; decarbonize offroad equipment. | TR1.4 | Explore and develop incentives in partnership with the State and other partners to expand EV charging capacity at commercial and residential properties. | In progress or ongoing | <ul style="list-style-type: none"> • Under evaluation as part of the development of the Community phase of the EV Charging Infrastructure Plan |
| Transportation | Plan for expansion of EV infrastructure and fleet electrification; decarbonize offroad equipment. | TR1.5 | Provide education and outreach programs and materials to educate residents on the benefits of EVs, available EV incentives and rebates to purchase vehicles, EV charger locations, and other information to facilitate EV adoption. | Have not begun and/or needs action | <ul style="list-style-type: none"> • To be included as part of EV Charging Infrastructure Plan implementation |
| Transportation | Plan for expansion of EV infrastructure and fleet electrification; decarbonize offroad equipment. | TR1.6 | Encourage the use of electric gardening equipment through educational campaigns, rebates, and incentives. Implement a ban on gas-powered leaf blowers. | In progress or ongoing | <ul style="list-style-type: none"> • Ongoing testing of electric equipment options with MI Parks Maintenance • Tracking implementation in neighboring cities to gather best practices |

Mercer Island Climate Action Plan Implementation Status Update

| Focus Area | Strategy | Action ID | Action | Status | Current Status |
|----------------|------------------------------|-----------|---|------------------------------------|--|
| Transportation | Reduce vehicle travel. | TR2.1 | Update the Pedestrian and Bicycle Plan, as identified in the Transportation Improvement Plan for completion in the 2026-2027 biennium. Updates to the Plan will incorporate the results of the ADA Transition Plan, evaluate the use of urban street design guidelines such as NACTO, and identify/ evaluate projects to provide a preliminary scope of work, and timeline for future improvements. | In progress or ongoing | <ul style="list-style-type: none"> Expecting to have a consultant selected by April 2026. Plan update expected to be complete by EOY 2027. |
| Transportation | Reduce vehicle travel. | TR2.2 | Support programs that provide multi-modal last-mile connections to the light rail station, such as through walking, biking, transit, and electric vehicle. Programs could include reintroduction of bike/scooter share programs. | In progress or ongoing | <ul style="list-style-type: none"> Installed 8 bike lockers at the Town Center Parking Area in October 2025 Researching options in anticipation of March 2026 MI Light Rail Station opening |
| Transportation | Reduce vehicle travel. | TR2.3 | Encourage the use of alternative transportation by expanding time limited parking in Town Center and implementing other recommendations identified in the Town Center Parking Study. | In progress or ongoing | <ul style="list-style-type: none"> Ended the TC Commuter Parking Permit program in 2024 Citation fees increased Jan 2025 Town Center Parking Area opened July 2025 All parking in Town Center converted to two-hour parking in September 2025 Increased fees for North Mercer Restricted Parking District permit program Jan 2026 |
| Transportation | Reduce air travel emissions. | TR3.1 | Provide education materials around alternatives to air travel for conferences and business travel; educate residents on the carbon footprint of air travel and benefits of regional tourism. | Have not begun and/or needs action | |
| Transportation | Reduce air travel emissions. | TR3.2 | Advocate for state and federal legislation aimed at decarbonizing the aviation sector. | Have not begun and/or needs action | |
| Transportation | Reduce air travel emissions. | TR3.3 | Support regional and industrial efforts to reduce regional aviation emissions by promoting the use of sustainable aviation fuel and adoption of aviation fuel efficiency measures. | Have not begun and/or needs action | |

Mercer Island Climate Action Plan Implementation Status Update

| Focus Area | Strategy | Action ID | Action | Status | Current Status |
|------------------------|--|-----------|---|------------------------------------|---|
| Consumption & Disposal | Reduce waste generation & landfill disposal. | CD1.1 | Evaluate new construction requirements and consider policy requirements to ensure adequate space for recycling and compost collection. | Have not begun and/or needs action | <ul style="list-style-type: none"> 2025 update to WA Organics Management Law requires that after July 1, 2026, Local Solid Waste Management Plans must describe a plan and timeline to phase in multifamily organics and food waste collection. |
| Consumption & Disposal | Reduce waste generation & landfill disposal. | CD1.2 | Phase in new state mandates for residential and commercial recycling and composting, and enforce waste sorting by an identified year, especially for multi-family buildings and commercial properties where contamination is high. | In progress or ongoing | <ul style="list-style-type: none"> Consultant conducted commercial and multifamily outreach to encourage composting and better recycling practices from Oct 2024- Apr 2025 Returned compost containers to City facilities Ongoing management of the City's collections contract with Recology. Pursuing joint community outreach and education |
| Consumption & Disposal | Consume sustainably. | CD2.1 | Encourage the development of community gardens at churches, community facilities, multi-family properties, and in other areas. | In progress or ongoing | <ul style="list-style-type: none"> Providing food grounds from the PW electric composter for use in P-Patch |
| Consumption & Disposal | Consume sustainably. | CD2.2 | Collaborate with the Chamber of Commerce to promote local retail shopping, including programs, marketing, and other seasonal campaigns. Explore potential collaboration with Mercer Island Thrift Shop. | In progress or ongoing | <ul style="list-style-type: none"> Collaborated with Thrift Shop to host battery recycling box in an effort to both recycle batteries and drive additional store traffic Continue to collaborate with MITS on opportunities to promote reuse and shopping local |
| Consumption & Disposal | Consume sustainably. | CD2.3 | Support community reuse programs (e.g., tool libraries, Buy Nothing groups, repair cafés) to promote a circular economy. | In progress or ongoing | <ul style="list-style-type: none"> Hosted a King County repair event at the MICEC in May 2025 |
| Consumption & Disposal | Consume sustainably. | CD2.4 | Partner with contractors and architects to promote carbonsequestering and low carbon building materials in new construction and renovations. Support State requirements for disclosing and/or limiting embodied carbon emissions of buildings and policies focused on reducing the use of specific materials. | Have not begun and/or needs action | <ul style="list-style-type: none"> Evaluating LEED for Cities policy recommendations to implement |
| Natural Systems | Increase urban tree canopy and green space. | NS1.1 | Develop programs to support and encourage residents and large property owners to plant the right tree in the right place and sustain existing trees with reduced cost or free trees. Offer tree-awareness campaigns and classes to educate the community and develop tree planting demonstration programs. | In progress or ongoing | <ul style="list-style-type: none"> Established a tree giveaway program, with significant education component, launched during Summer Celebration 2024 |

Mercer Island Climate Action Plan Implementation Status Update

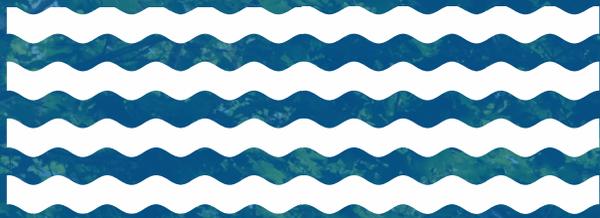
| Focus Area | Strategy | Action ID | Action | Status | Current Status |
|-----------------|---|-----------|--|------------------------|--|
| Natural Systems | Increase urban tree canopy and green space. | NS1.2 | Enhance City-led street tree planting in the right-of-way and assess long-term stewardship needs; promote street frontage plantings by businesses. | In progress or ongoing | <ul style="list-style-type: none"> Completed Town Center Tree Management Plan City planted 958 trees in 2025 |
| Natural Systems | Foster healthy & resilient natural systems. | NS2.1 | Utilize educational campaigns to encourage droughtresistant and/or native landscaping and design. Work with landscape companies to educate and incentivize drip irrigation and smart management technology. Develop demonstration programs. | In progress or ongoing | <ul style="list-style-type: none"> Scoping education campaign tied to new VX Smart Customer Portal Held an Automatic Sprinkler workshop with Saving Water Partnership in April 2025 |
| Natural Systems | Foster healthy & resilient natural systems. | NS2.2 | Partner with regional water conservation groups, such as the Saving Water Partnership, to develop and advertise incentives and installation programs to retrofit inefficient water fixtures. | In progress or ongoing | <ul style="list-style-type: none"> Held an Automatic Sprinkler workshop with Saving Water Partnership in April 2025. Advertised SWP incentives at Leap for Green, For the Birds Event, and Farmer's Market |
| Natural Systems | Foster healthy & resilient natural systems. | NS2.3 | Promote green stormwater infrastructure and low impact development (LID) through education and demonstration programs. Provide technical assistance, advice, and assistance to residents. | In progress or ongoing | <ul style="list-style-type: none"> SWMP (Stormwater Management Plan) and NPDES (National Pollutant Discharge Elimination System) permit include plans for public outreach Promoted stormwater benefits of rain barrels during sale at MI Farmers Market in June 2025 Close the Lid social media campaign ran in January 2026 |
| Natural Systems | Foster healthy & resilient natural systems. | NS2.4 | Develop campaigns to educate residents and businesses on the financial and environmental benefits of reusing rainwater and greywater. Provide technical assistance, advice, and assistance to residents. | In progress or ongoing | <ul style="list-style-type: none"> Updated information on rain barrels on City website Organized rain barrel sales for residents in Fall 2024 and Fall 2025 |
| Natural Systems | Foster healthy & resilient natural systems. | NS2.5 | Complete an assessment of all City open spaces to establish a baseline for monitoring and maintenance phase. | Completed | <ul style="list-style-type: none"> A baseline forest health assessment was completed in 2024 to provides us with a baseline of forest stand structure, tree regeneration, understory plant abundance and diversity, among many other metrics of forest health Established that < 4% of the plots in our open spaces are currently in the Monitoring and Maintenance phase of restoration. |
| Natural Systems | Foster healthy & resilient natural systems. | NS2.6 | Using the baseline data from NS2.5, expand acreage of forested open space undergoing intensive restoration in order to reach a more stable monitoring and maintenance phase of management. Expand contiguous areas of open space in the monitoring and maintenance phase to improve habitat connectivity and limit boundary effects. | In progress or ongoing | <ul style="list-style-type: none"> Using data gathered from the forest health baseline NR Team to focus restoration efforts on removal of non-native species in areas with higher habitat value, planting a diversity of climate adapted native trees and shrubs, increasing the volume of coarse woody debris, and strategic tree thinning in overstocked forest stands. |

Mercer Island Climate Action Plan Implementation Status Update

| Focus Area | Strategy | Action ID | Action | Status | Current Status |
|----------------------|---|-----------|--|------------------------------------|--|
| Natural Systems | Foster healthy & resilient natural systems. | NS2.7 | Engage private landowners (businesses, schools, churches, and residential properties) to participate in forest restoration programs. Develop programs and incentives to increase canopy cover, improve diversity of native species and forest structure, reduce invasive species, and add resilient, climateadapted landscaping. | In progress or ongoing | <ul style="list-style-type: none"> Established a tree giveaway program, with significant education component, launched during Summer Celebration 2024 Sent mailers to adjacent properties near ivy-removal work on W/E Mercer Ways with resources on private property restoration. |
| Natural Systems | Foster healthy & resilient natural systems. | NS2.8 | Continue to perform an assessment of the citywide tree canopy every ten years. Use data and findings to modify strategies and actions related to increasing forest canopy and improving forest health. | In progress or ongoing | <ul style="list-style-type: none"> Updated tree canopy assessment completed in 2025 |
| Natural Systems | Foster healthy & resilient natural systems. | NS2.9 | Assess the carbon sequestration (the rate of carbon stored in plants, soil, and habitats) of existing public land in Mercer Island and explore ways to increase sequestration levels through changes to land management practices. | Have not begun and/or needs action | <ul style="list-style-type: none"> Tree canopy assessment found that MI's 2060 acres of tree canopy represents 3,181,426 lbs (or 1443.07 MT) of sequestered carbon dioxide |
| Community Resiliency | Increase resilience of community members to climate impacts. | CR1.1 | Partner with Puget Sound Clean Air Agency and other regional organizations to conduct outreach and education to prepare residents for wildfire emergencies. Opportunities include HVAC filter upgrades, DIY filter fans, use of masks, pet care, and other planning and safety tips. | In progress or ongoing | <ul style="list-style-type: none"> Partnered with Emergency Management and Youth and Family Services on a box filter fan giveaway for income-qualified Islanders in Summer 2025 |
| Community Resiliency | Increase resilience of community members to climate impacts. | CR1.2 | Support and advocate for State and Federal rebate and incentive programs to encourage the installation of low-emissions space-cooling devices on residential and commercial properties (e.g., cool roofs, green roofs, cool pavement, ceiling fans, air filters). | Have not begun and/or needs action | |
| Community Resiliency | Increase resilience of community members to climate impacts. | CR1.3 | Assess areas most at risk for local flooding and ensure emergency systems are prepared to address flooding emergencies. | Completed | <ul style="list-style-type: none"> Assessed as part of Hazard Mitigation Plan update (Resolution No. 1679). While MI could be impacted by minor urban flooding during excessive rainfall, there are no structures in the FEMA 100-Year Floodplain Despite FEMA classification as a Zone C (minimal Flood Hazard), MI still participated in the National Flood Insurance Program Work underway on Watercourse Rehabilitation and Stabilization project and regular Stormwater system maintenance |
| Community Resiliency | Prepare infrastructure & emergency services for climate change. | CR2.1 | Partner with King County on the next update to the Countywide Hazard Mitigation Plan (timeline estimated in 2025) to ensure climate impacts are included in plan update. | Completed | <ul style="list-style-type: none"> Mercer Island Annex to the 2025-2030 King County Regional Hazard Mitigation Plan was ratified by City Council on July 1, 2025 (AB6722) |

Mercer Island Climate Action Plan Implementation Status Update

| Focus Area | Strategy | Action ID | Action | Status | Current Status |
|----------------------|---|-----------|--|------------------------------------|---|
| Community Resiliency | Prepare infrastructure & emergency services for climate change. | CR2.2 | Review and update City's emergency management plans to ensure readiness to respond to climate emergencies, such as providing community cooling centers and air shelters in case of extreme heat and wildfires. Ensure communication materials are developed and ready for quick deployment during climate emergencies. | Completed | <ul style="list-style-type: none"> Mercer Island Comprehensive Emergency Management Plan 2024 update was ratified by Council on September 2, 2025 (AB6753) |
| Community Resiliency | Prepare infrastructure & emergency services for climate change. | CR2.3 | Encourage the State to implement requirements to improve the resiliency of the electric network, including the undergrounding of power lines. | Have not begun and/or needs action | |



Eastside Climate Partnership Greenhouse Gas Emissions Analysis

**City of Mercer Island
2024 Annual Report**

Prepared by Cascadia Consulting Group, Inc.

INTRODUCTION

The City of Mercer Island has committed to reducing greenhouse gas (GHG) emissions from community sources and municipal operations as part of its climate action strategy. To track its progress in this effort, Mercer Island has completed an analysis of 2024 GHG emissions related to communitywide activities and government operations.

This summary report presents an overview of findings from this GHG analysis.

EMISSIONS OVERVIEW

Communitywide Emissions

The Mercer Island community emitted an estimated **305,668** metric tons of carbon dioxide equivalent (MTCO₂e) in 2024—equivalent to **11.8** MTCO₂e per capita. Primary sources of community greenhouse gas emissions include:

- **On-road vehicles** including passenger cars and heavy-duty trucks (**31%**)
- **Air travel** (**18%**)
- **Electricity** (**22%**) and **natural gas** (**17%**) heat, cool, and power residential, commercial, and industrial buildings.

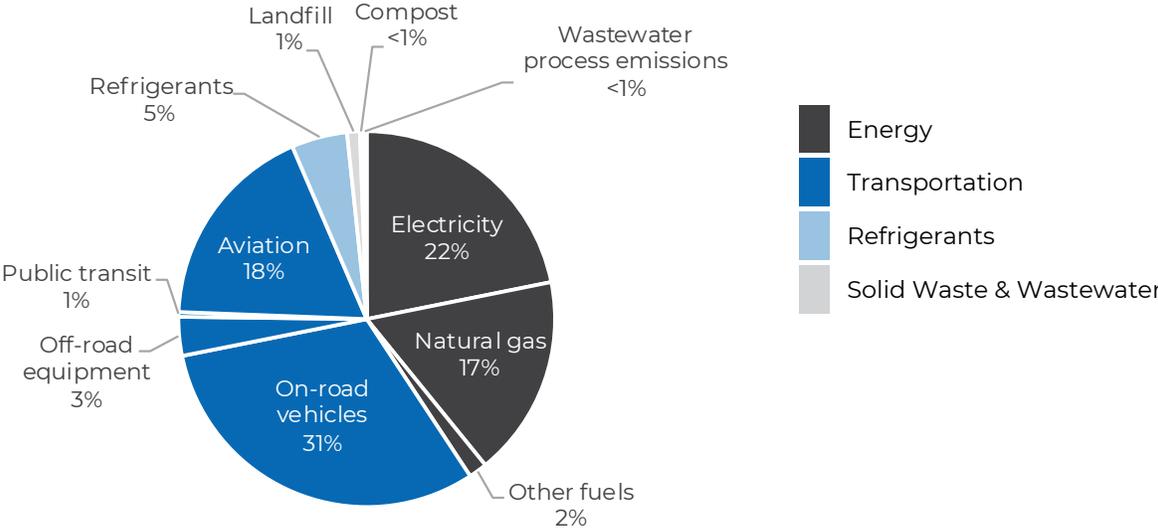


Figure 1. Mercer Island's community GHG emissions, by sector.¹

¹ Due to rounding differences, there may be slight discrepancies between the data labels in Figure 1 and the bullet points above.

Key Trends and Drivers

Mercer Island’s 2024 communitywide emissions **decreased 0.7%** compared to 2023. Key drivers of this change include shifts in community activity—such as decreases in energy consumption and vehicle travel—as well as external factors like the 2024 bomb cyclone and reductions in the carbon intensity of electricity provided by Puget Sound Energy (Figure 2).

Population and job growth continue to place upward pressure on emissions across all sectors. Mercer Island’s GHG emissions declined **15%** between 2019 and 2024, despite a **6%** increase in population and **14%** increase in jobs. Over the same period, Mercer Island’s communitywide per-capita emissions decreased by **19%**.

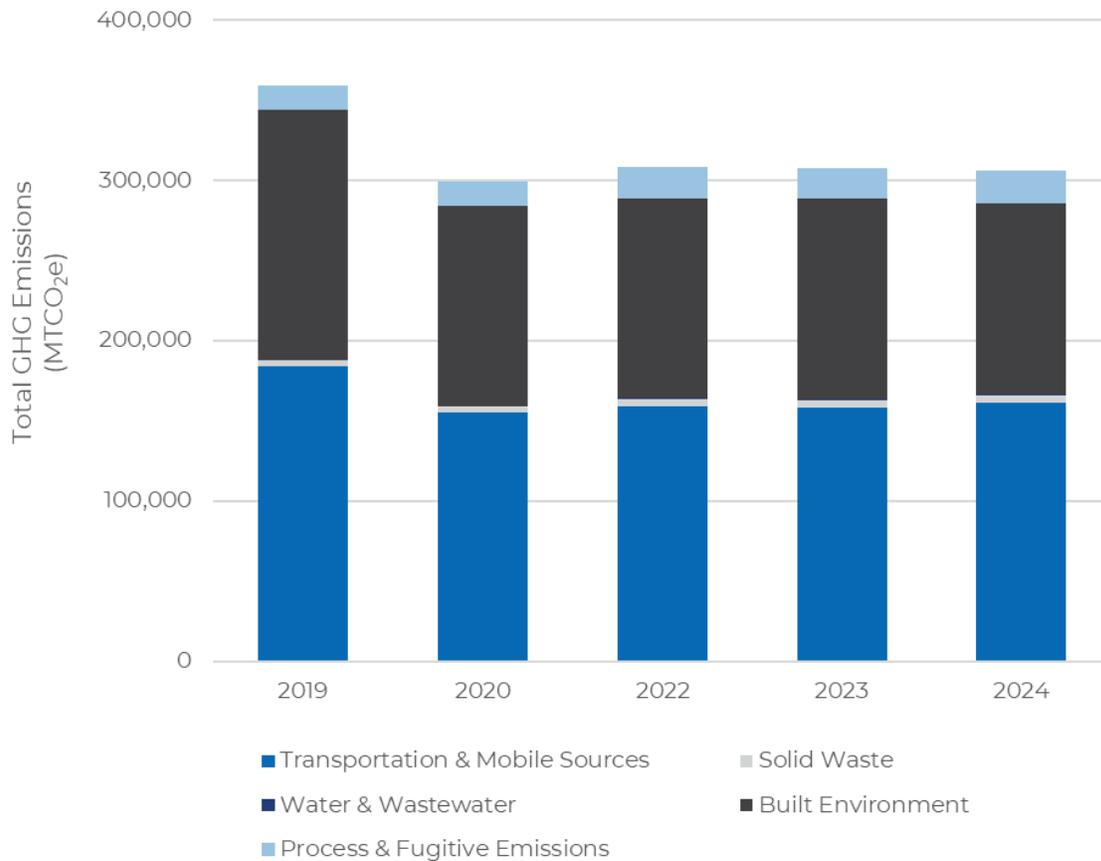


Figure 2. Communitywide GHG emissions trends, by sector. ²

² Refrigerants, as shown in the first pie chart, are a subset of the “Process and Fugitive” emissions shown in the bar graph. “Process and Fugitive Emissions” here to refer to emissions from both refrigerants **and** fugitive natural gas. However, while those are both “fugitive”, they are separated in the pie chart and fugitive natural gas emissions are included in the natural gas category in order to show more granular data.

Energy

Since 2023, communitywide energy-related emissions have declined by 4%, reflecting improvements in electricity generation and consumption trends.

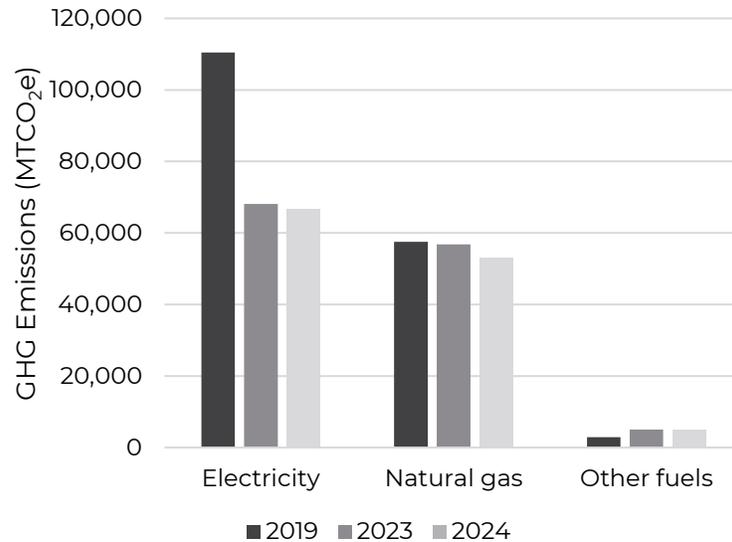


Figure 3. Trends in community energy-related GHG emissions, by fuel type.

Other key energy sector findings are summarized below and in Figure 3:

- **Overall:** Energy emissions decreased by 4% compared to the previous inventory year (2023).
- **Electricity:** Emissions from electricity use decreased by 2% since 2023. This reduction reflects growing participation in Puget Sound Energy (PSE)'s clean electricity programs and a cleaner fuel mix in PSE's standard electricity supply. The carbon intensity of PSE's electricity declined by 3% between 2023 and 2024.
- **Natural gas:** Emissions from natural gas consumption in Mercer Island decreased by 7% since 2023, suggesting growing building electrification efforts, as well as continued improvements in energy efficiency and overall building performance.
- **Other fuels (propane and fuel oil):** Emissions from propane and fuel oil consumption decreased by 3% since 2023.³

³ These estimates are based on statewide fuel consumption data scaled to Mercer Island's housing and employment characteristics. As a result, these results may not fully capture local efforts to reduce propane and fuel oil use.

TRANSPORTATION & MOBILE SOURCES

Since 2019, transportation-related emissions have decreased by 12%, likely reflecting post-COVID19 travel patterns that have stayed below pre-pandemic levels, as well as reflecting a transition to electric vehicles and overall vehicle fuel efficiency improvements.

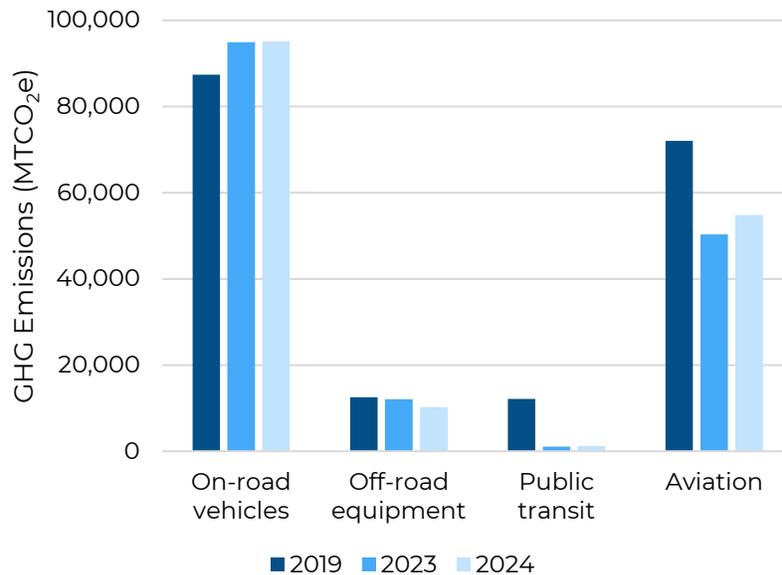


Figure 4. Trends in community transportation-related GHG emissions, by mode.

Other key transportation sector findings are summarized below and in Figure 4:

- **Overall:** Transportation emissions have increased by 2% since the previous inventory (2023).
- **On-road transportation:** Overall on-road transportation emissions increased by 0.2% since 2023.
- **Off-road equipment:** Emissions from off-road equipment decreased 15% from 2023 to 2024.⁴
- **Aviation:** Emissions from air travel increased 9% from 2023 to 2024.⁵

⁴ These estimates are derived from countywide data scaled to Mercer Island's population and may not fully reflect local changes in equipment use.

⁵ These estimates are derived from passenger surveys conducted at Seattle-Tacoma International Airport, scaled to Mercer Island's households based on average household income, and may not fully reflect local changes in air travel patterns.

OTHER SOURCES

Other emission sources include solid waste generation and disposal, wastewater treatment, and refrigerants.

Key trends in other emissions sources include:

- **Solid waste:** Emissions from communitywide solid waste generation have decreased by 5% since 2023, generally reflecting improved waste diversion and reductions in landfilled waste despite increases in Mercer Island's population.
- **Wastewater:** Emissions from wastewater treatment have increased by 0.1% since 2023.
- **Refrigerants:** Fugitive emissions from refrigerant use have increased by 4% since 2023, reflecting population growth, higher cooling demand, and the continued use of high-global-warming-potential refrigerants.⁶

⁶ These estimates are based on U.S. Environmental Protection Agency national data scaled to Mercer Island's population and may not fully capture local refrigerant use patterns.

Government Operations Emissions

Mercer Island’s government operations accounted for approximately **1,125** MTCO₂e of emissions in 2024, equivalent to **5.1** MTCO₂e per FTE (full-time employee)—representing **0.37%** of total communitywide emissions. Primary sources of government operations emissions include (

):

- Employee commute (**39%**)
- City’s vehicle fleet and equipment (**31%**).

Electricity (**11%**) and natural gas (**10%**) to heat, cool, and power government buildings and facilities.

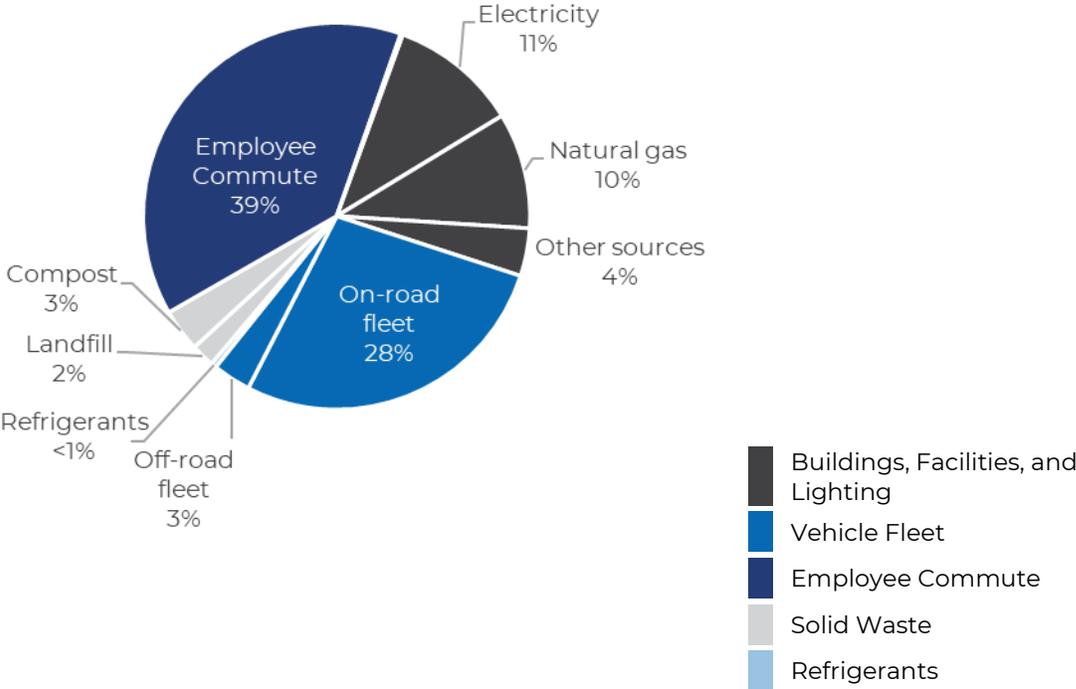


Figure 5. Government operations 2024 GHG emissions, by sector.⁷

Key Trends and Drivers

Mercer Island’s 2024 government operations emissions represent a **55% decrease** compared to the City’s 2019 GHG inventory, and a **14% decrease** compared to the last GHG inventory in 2023. These decreases are primarily driven by reductions in emissions from the City’s vehicle fleet and buildings and facilities (Figure 6).

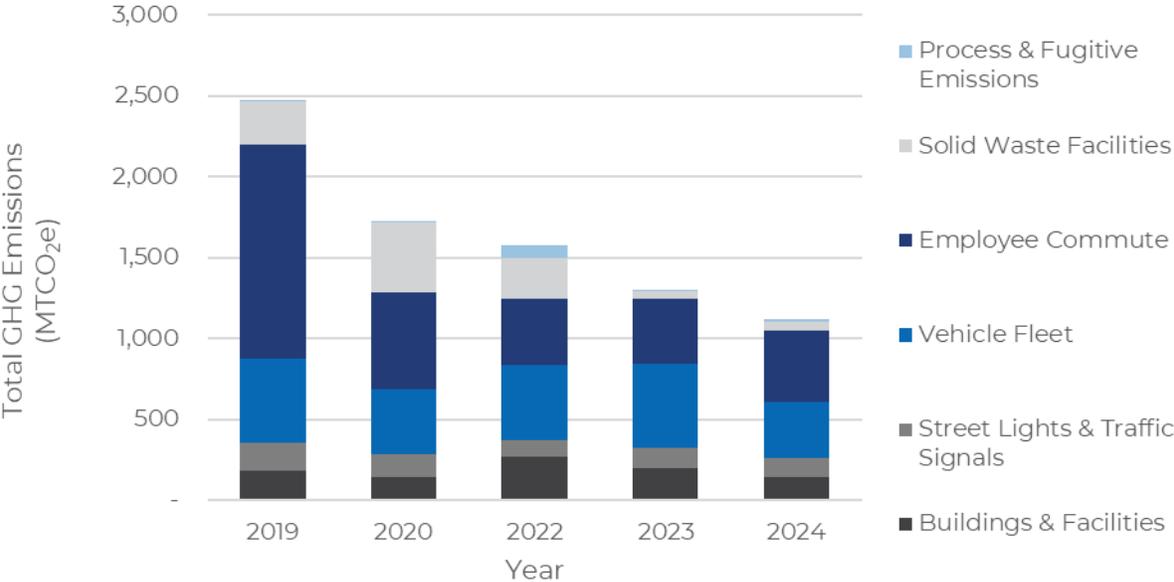


Figure 6. Government operations GHG emissions trends over time, by sector.²

⁷ Due to rounding differences, there may be slight discrepancies between the data labels in Figure 5 and the bullet points above. For example, business travel emissions (not included in Figure 5) represent 0.2% of total emissions. Refrigerants represent 0.4% of total emissions.

ENERGY

Overall, City government energy-related emissions have decreased by 16% since 2023.

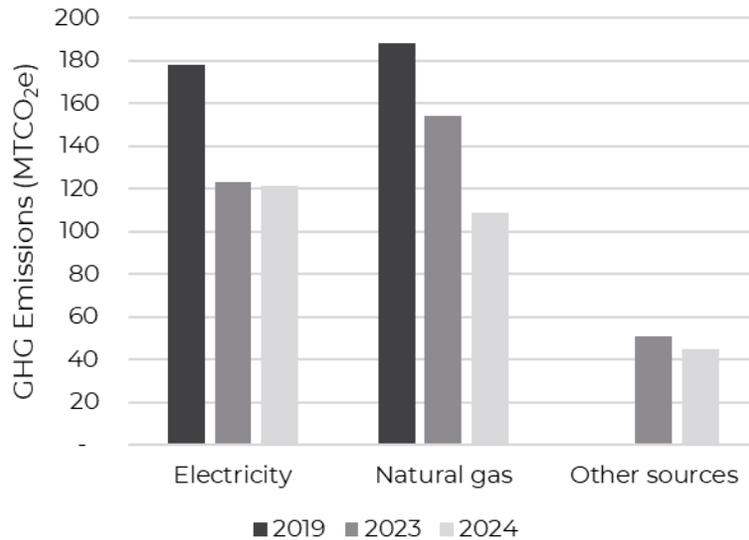


Figure 7. Trends in municipal energy GHG emissions, by fuel type.

Key energy-related trends within Mercer Island’s government operations are summarized below and in Figure 7:

- **Electricity:** Emissions from City facility electricity use decreased by 2% since 2023. In 2024, operation of the two fire stations on the Island transitioned to Eastside Fire and Rescue, so those facilities are no longer included in the City’s reporting.
- **Natural gas:** Emissions from natural gas use decreased by 29% since 2023, driven by reduced consumption due to the removal of the fire stations’ usage from City reporting.
- **Other fuels:** The City uses small quantities of other stationary fuels such as diesel in generators. Since 2023, emissions from these other fuels have decreased by 12% likely due to the removal of the fire stations’ usage from City reporting.

TRANSPORTATION

Overall, the City's transportation-related emissions have decreased 15% since 2023, driven by progress in vehicle fleet and equipment electrification.

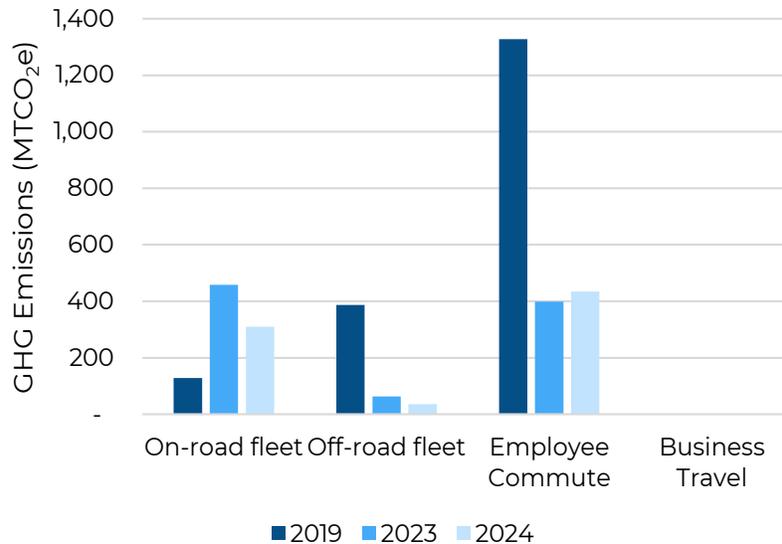


Figure 8. Trends in municipal transportation GHG emissions, by source.

Trends in emissions from each transportation emission source are shown below, and in Figure 8.

- **On-road fleet:** Since 2023, emissions from the City's on-road fleet decreased by 32%. These reductions reflect ongoing fleet efficiency improvements and electrification of City vehicles despite increased municipal operations.
- **Off-road equipment:** Since 2023, emissions from the City's off-road equipment decreased by 43%. These reductions also reflect ongoing electrification of City equipment.
- **Employee commute:** Emissions from employee commuting increased by 9% since 2023, primarily due to growth in the number of full-time employees and a continued return to in-person work.
- **Business travel:** Emissions from business travel, which includes travel by employees for business purposes via passenger vehicles, as well as air travel, made up <1% of the City's 2024 municipal emissions. This is the first time this data has been included in the City's GHG inventory.

OTHER SOURCES

Other emissions sources include City government solid waste generation and disposal and refrigerant use.

Key trends in these sources include:

- **Solid waste:** Emissions from solid waste generation and disposal increased by 17% since 2023, likely primarily driven by the 2024 bomb cyclone which generated large amounts of organic material for disposal. Since 2023, emissions from landfilled waste decreased by 4% due to a decrease in tonnage, while emissions from composted waste increased by 33%.
- **Refrigerants:** Emissions from refrigerant use have increased by 1011% since 2023 but only reflect 0.4% of the City's operational emissions. Sources of City refrigerant use are predominantly facility HVAC maintenance, as well as fleet vehicle air conditioning.

NEXT STEPS

While modest, the continued decrease in communitywide emissions indicates that Mercer Island is making progress toward its Climate Action Plan goal of reducing community emissions 50% by 2030. The 55% reduction in municipal emissions since 2019 also reflects continued movement toward the City's goal of achieving carbon neutrality in municipal operations by 2030.

Findings from this inventory will help inform climate action priorities and budget requests for the upcoming cycle. The City will complete a 2025 inventory to continue tracking emission trends and will provide annual updates moving forward.



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

**AB 6836
March 3, 2026
Study Session**

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|--|
| TITLE: | AB 6836: Electric Vehicle Charging Plan Development Update | <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 report. No action necessary. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | Public Works |
| STAFF: | Jason Kintner, Chief of Operations Kellye Hilde, Deputy Director of Public Works Alanna DeRogatis, Sustainability Program Manager |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Electric Vehicle Charging Infrastructure Implementation Strategy |
| CITY COUNCIL PRIORITY: | 4. Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community. |

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

EXECUTIVE SUMMARY

The purpose of this agenda item is to provide an update on the development of the City’s Electric Vehicle (EV) Charging Infrastructure Plan.

- The Mercer Island Climate Action Plan (CAP) was adopted by City Council in April 2023 ([AB 6246](#)). The CAP includes several actions aimed at reducing greenhouse gas emissions from the Transportation sector, including Municipal Fleet Electrification (CAP Action ID CC2.4) and development and implementation of an EV Charging Infrastructure Plan (CAP Action ID TR1.1).
- In October 2024, the City was awarded \$100,000 in funding from the 2023-2025 Climate Planning Grant from the Washington State Department of Commerce to begin the development of an EV Charging Infrastructure Plan with a focus on the transition of the municipal fleet and the required charging infrastructure.
- In January 2025, the City engaged EXP U.S. Services, Inc. (EXP) and their partner, ElectroTempo, to begin development of the first phase of the EV Charging Infrastructure Plan, focused on a fleet electrification strategy for the City, which was completed in June 2025 (Exhibit 1).
- The Fleet Electrification Strategy is a comprehensive municipal fleet electrification plan that includes multiple replacement schedule scenarios to help the City manage and plan for electrifying fleet vehicles over the next 5-25 years.

- Work is now underway on the development of the next phase of the Plan, which focuses on community charging infrastructure and is expected to be finalized in June 2026.

BACKGROUND

Climate Action Plan

In 2007, the City adopted its first greenhouse gas reduction (GHG) targets in alignment with State goals. In 2011, to remain consistent with the King County Growth Management Planning Council's policies, the City updated its GHG targets to a 50% reduction by 2030, 75% by 2040, and 95% by 2050, using a 2007 baseline.

Recognizing that many actions needed to reduce GHG emissions, strengthen resiliency, and protect the environment must occur at the local level, the City Council adopted the [Mercer Island Climate Action Plan](#) (CAP) in April 2023. The CAP strategically guides the City's planning and investments to meet emissions and resiliency goals. It built on years of prior work and existing City planning documents to organize and prioritize strategies and actions to reduce GHG emissions. As part of the City's commitment to reducing emissions and leading by example, the CAP also establishes a target of achieving carbon-neutral municipal operations by 2030.

The transportation sector is consistently one of the largest contributors to Mercer Island's GHG emissions at both the municipal and the community levels. The CAP includes several actions aimed at reducing emissions from this sector, including Municipal Fleet Electrification (CAP Action ID CC2.4) and development and implementation of an EV Charging Infrastructure Plan (CAP Action ID TR1.1) In 2023, City fleet emissions accounted for 40% of municipal operations emissions, making fleet electrification a crucial strategy to achieving the 2030 target of carbon-neutrality.

The development of an EV Charging Infrastructure (EVCI) Plan is one of the key actions in the CAP that will enable the City to meet its 2030 and 2050 emissions reduction goals for the community-level. The CAP calls for the development and implementation of a Plan, in collaboration with the City's utility provider, Puget Sound Energy (PSE), that can be used to guide expansion of EV charging capacity throughout the City. The CAP notes that this Plan should include recommendations for the facilities and infrastructure required for the City and the Mercer Island School District to meet 2030 and 2050 fleet electrification goals, as well as a readiness and capacity study to evaluate increasing EV charging at commercial and residential properties citywide.

Finally, the Plan is meant to outline an implementation strategy including partnerships, funding, and future policy recommendations for the City.

2023-2025 Climate Planning Grant

State legislation signed into law in 2023 ([HB1181](#)) added a climate goal to the Growth Management Act and requires local comprehensive plans to have a climate element. Climate elements must maximize economic, environmental, and social co-benefits and prioritize environmental justice in order to avoid worsening environmental health disparities. A climate element can take the form of a single comprehensive plan chapter or be integrated into several chapters/elements such as housing, transportation, and land use. Mercer Island is not required to adopt a climate element into its comprehensive plan until 2029.

Beginning in July 2023, the Washington State Department of Commerce (Commerce) made approximately \$30 million available in statewide grants for the 2023-2025 biennium to assist jurisdictions in developing plans related to building community resilience and reducing greenhouse gas emissions. In October 2024, the City was awarded \$100,000 to begin development of an EVCI Plan. Due to the scale of the Plan outlined in the

CAP, and the deadline for the 2023-2025 grant, the development of the plan was divided into two phases: municipal and community. In November 2024, following a competitive process, the City selected EXP U.S. Services, Inc. (EXP), along with their partner, ElectroTempo, to begin development of the municipal phase of the EVCI Plan that was to be completed by the grant deadline of June 2025.

ISSUE/DISCUSSION

The municipal phase of the City's Electric Vehicle Charging Infrastructure (EVCI) strategy (Exhibit 1) is an action plan that lays out fleet electrification options to help the City evaluate GHG emissions reductions and costs/savings associated with multiple potential future fleet electrification scenarios. The strategy provides a phased deployment approach to facilitate and optimize fleet electrification while being mindful of potential barriers, such as grid impacts, and charger/parking availability. The plan also offers strategies for building internal education and awareness, coordinating with stakeholders, and understanding industry best practices. The strategy was developed in alignment with the schematic design for the planned Public Safety and Maintenance (PSM) Building, and prior to the acquisition of the 9655 Building. This plan is a living document and will continue to evolve in the coming months.

Fleet Transition Strategy

The consultants conducted a total cost of ownership analysis for each vehicle in the City fleet to determine if an electric option is appropriate for the next cycle replacement. This analysis included lifecycle costs associated with the vehicle, such as purchase price, maintenance, fuel, and potential incentives. Overall, the fleet electrification plan results in an ROI positive net savings of \$1.2 million. Estimated capital expenses for full electrification will be ≈\$5.93 million, an increase of ≈\$2.78 million compared to comparable gas or diesel vehicle replacements, but the 12-year operational savings will be ≈\$4 million. These savings are primarily realized through fuel cost reductions as well as lower maintenance and downtime expenses.

To develop the transition strategy, the fleet was divided into two groups based on charging requirements:

1. **Slow charging fleet** for all light-duty and non-emergency vehicles
2. **Fast charging fleet** for all emergency vehicles and medium- and heavy-duty vehicles

There are currently a limited number of slow chargers available at the City's Public Works facility. Until future plans for the site are determined, it does not make sense to install additional charging infrastructure, which makes fleet electrification challenging in the near term. For this reason, the consultant evaluated two options for EV transition that would allow for progress towards electrification goals while working around the constraints of facility unknowns:

- A. Scenario A assumes that no fleet vehicles that will need to charge at the City Hall/Public Works campus will be replaced with EVs until after construction has been completed and permanent charging solutions are available.
- B. Scenario B assesses how the City could replace a subset of vehicles prior to construction being completed and then ramp up the full EV transition after that point.

Under Scenario A, the fleet transition would be completed by 2037. Scenario B results in 13 vehicles being electrified before 2030, with the full transition completed in 2039. The 13 vehicles that could be electrified prior to 2030 are assumed to use either slow chargers at a temporary parking location, or the existing slow chargers at City Hall. These six chargers are already being used as the primary charging spaces for several City EVs, in addition to being accessible for personal staff vehicles for paid charging.

The 10-year total cost of ownership for Scenario B was found to be slightly lower than Scenario A due to lower electricity demand charges from slow charging in the initial years. However, due to the large upfront investment in lower mileage vehicles, these vehicles may not necessarily generate enough savings from lower operational costs to offset higher initial expenses and will only contribute marginally to emissions goals due to the lower mileage driven. Therefore, there is minimal benefit to prioritizing the electrification of these vehicles.

Ultimately, full electrification of the vehicles at the City Hall/Public Works site will require 55 charger ports, assuming smart chargers that can switch charging between ports. This would also eliminate the need for personnel to be on-site to swap vehicles after hours. With the acquisition of the 9655 Building, and potential temporary charging solutions, it may be possible to accelerate EV transition and achieve a blended version of Scenarios A and B, though this evaluation is still in progress.

The Mercer Island Community and Event Center has seven vehicles located on premises in scope for electrification. Five vehicles at this site could be electrified by 2030 with two utility carts electrified in 2039 and 2041. Full electrification at this site requires a total of four chargers: one fast charger and three slow chargers.

Readiness and Capacity Study

Electrification of the City fleet will require a total of 64 charging ports across the two sites: 18 fast chargers and 14 slow chargers. The chargers require approximately 2.43 MW (megawatts) of additional power on top of building needs. As the majority of fleet vehicles will be charged at the City Hall/Public Works campus, care must be taken to ensure adequate power is supplied to the site during the design phase of this project. The new chargers at the City Hall/Public Works campus will require approximately 2.25 MW of power, and this demand should be incorporated into the development of future plans for the site.

Staff will continue to work with PSE and EV subject-matter experts to develop, adjust, and implement long-term plans for electrification. Innovative new technologies become available each year and could be considered to augment the existing strategy presented in this report. The City could consider integrating distributed energy resources, such as on-site solar generation and battery energy storage systems to facilities to help address this additional power need.

Bi-directional Charging Strategy

EV batteries can be utilized for bi-directional charging, where the vehicle's battery serves as a backup power solution to help provide resilience benefits and demand-response capabilities to a building. This form of bi-directional charging, known as Vehicle-to-Building (V2B) was evaluated due to the need for backup power during outages to maintain critical infrastructure. V2B technology enables EVs to discharge stored energy into a building's electrical system, offering benefits such as enhanced energy resilience, cost optimization, and greater integration with renewable energy sources. However, realizing the full potential of V2B requires more than just compatible EVs—it also depends on a supporting ecosystem of infrastructure components.

Currently, two EV models on the market support V2B functionality: the Nissan Leaf and the Ford F-150 Lightning, though there are other models that plan to offer the functionality as well. At present, most vehicles support V2B only within the manufacturer's proprietary ecosystem, requiring specific installation and integration setups. The City already owns several of each of these vehicles, and including future fleet replacements, they could provide a total potential battery capacity of approximately 2,218 kWh (kilowatt-hours) to 2,991 kWh. In November 2025, the Public Works Building used about 560 kWh/day, so while V2B

could offer some supplemental power supply in an emergency, the City will still require additional power generation methods in order to remain operational during an extended period of power loss.

Adding solar power enhances sustainability and provides capacity for off-grid operation. EVs can be charged by solar during the day and then used as a power source at night or during outages. Supplemental stationary battery storage can further increase system resilience by:

- Supporting higher load demands
- Providing backup power when EVs are unavailable or fully discharged
- Reducing energy costs with better load shifting and peak shaving
- Increasing clean energy utilization

NEXT STEPS

The consultant team is currently working with staff to further develop the EVCI Plan beyond municipal fleet electrification to support community-wide EV adoption. This second phase of plan development is intended to specifically address the current barriers of expanding EV charging access and align with Mercer Island's CAP goals. There is a strategic focus on growing existing public EV charging infrastructure and encouraging the installation of EV chargers at commercial and multifamily properties. The expanded EVCI Plan will also include an assessment of policies and regulations the City could implement to further support EV adoption on the Island.

The consultants have developed a dashboard to evaluate several EV adoption rate scenarios on Mercer Island that can estimate future charging demand and the corresponding energy requirements at the block group level. The dashboard involves forecasting which households are likely to own EVs and can project EV sales growth to estimate the future magnitude of the EV adoption on the Island. This data has been used to produce high, medium, and low scenarios to inform charging infrastructure needs for different EV adoption rates.

Staff are using this dashboard to develop a list of priority sites for increasing public charging infrastructure, including both City- and privately-owned properties. Work is currently underway with PSE to assess each identified site's readiness to install EV chargers, and the consultant team is working with staff to develop a system to rank these sites for prioritization. Considerations for the site ranking include prioritizing expanding access to historically underrepresented groups and choosing sites that will provide the greatest benefit to the greatest number of community members. This process will provide staff with compelling data that can help inform future capital investments and grant applications to expand City-owned public charging infrastructure as well as help staff develop an outreach strategy to work with private property owners on installing chargers.

By leveraging these tools for demand forecasting, site analysis, and scenario modeling, the team will provide Mercer Island with a comprehensive, equitable, and resilient EV Charging Infrastructure Plan that addresses both municipal and community-wide needs, ensuring everyone on the island can charge an electric vehicle. The municipal fleet electrification strategy will also be revisited in the coming months as plans for City facilities continue to evolve.

RECOMMENDED ACTION

Receive report. No action necessary.



City of Mercer Island Electric Vehicle Charging Infrastructure Implementation Strategy



JUNE 2025

Message from the City



This **Mercer Island** Electric Vehicle Charging Infrastructure (EVCI) strategy is a comprehensive plan designed to support the widespread adoption of electric vehicles, starting with the City fleet. This initial transportation electrification strategy will be leveraged to support a community-wide transition to electric vehicles (EVs). This initiative aims to meet the City's ambitious carbon reduction goals set for 2030 and 2050 and supports the action in the [2023 Climate Action Plan](#) to “**electrify the municipal fleet.**”

These initiatives have been driven by many insightful discussions and strategic planning and will bring about **meaningful and positive changes** in the Mercer Island community. We look forward to working across the Island to articulate this vision and we're excited to see the impact our collective efforts will have for the Island's future. By investing in EV infrastructure, providing educational programs, and ensuring fiscal responsibility, Mercer Island is committed to creating a **sustainable, future-proofed transportation system**. This seamless implementation will not only reduce greenhouse gas emissions (GHG) but also promote a **healthier, more equitable** community for all residents.

Mercer Island leaders and staff bring passion and expertise to drive this transformation. By engaging with community members, conducting technical analyses, collaborating with City colleagues, and partnering with industry leaders, Mercer Island will seize this opportunity for innovation and future investment. Now is the time to re-envision energy services that uplift communities throughout our region, especially those historically excluded. We are ready, and our infrastructure, our people, our region, and our future stand to benefit. Mercer Island continues to be a **green jewel** on Lake Washington.

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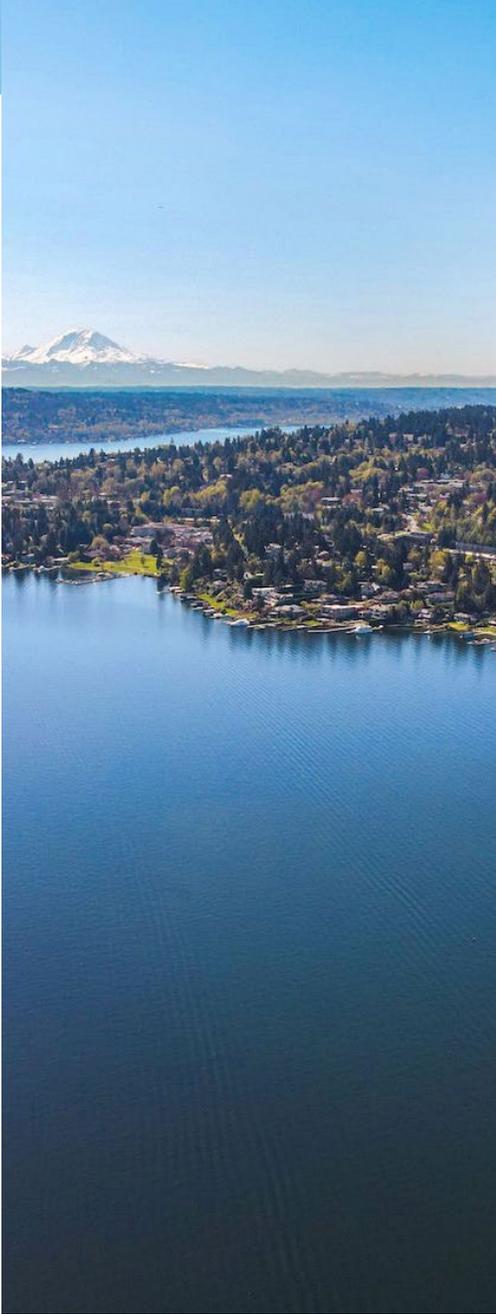
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List of Acronyms

| | |
|------------------------|--|
| ACC I, ACC II, and ACT | Clean Vehicles Program |
| ACF | Advanced Clean Fleets |
| AFC | Alternative Fuel Corridors |
| BHEVs | Plug-in hybrids |
| BIPOC | Black, Indigenous, and People of Color |
| CCA | Climate Commitment Act |
| CEF | Department of Commerce's Clean Energy Fund |
| CWCC | Columbia-Willamette Clean Cities Coalition |
| DCFC | Direct-current fast chargers |
| DER | Distributed Energy Resources |
| DOE | U.S. Department of Energy |
| DRVE | Dashboard for Rapid Vehicle Electrification |
| DR | Demand Response |
| EV | Electric Vehicle |
| EV Council | Interagency Electric Vehicle Coordinating Council |
| EVCI | Electric Vehicle Charging Infrastructure |
| EVITP | Electric Vehicle Infrastructure Training Program |
| EVSE | Electric Vehicle Supply Equipment |
| FCA | Facility Conditions Assessments |
| FCEV | Fuel cell electric vehicle |
| FZER | Fleet Zero Emissions Roadmap |
| GHG | Green House Gas |
| ICE | internal combustion engine |
| K4C | King County-Cities Climate Collaboration |
| MHDV | Medium- and heavy-duty vehicles |
| MICEC | Mercer Island Community & Event Center |
| MSRP | Manufacturer's Suggested Retail Price |
| MTCO _{2e} | Metric Tons of Carbon Dioxide equivalent |
| NEVI | National Electric Vehicle Infrastructure |
| NPV | Net Present Value |
| PSE | Puget Sound Electric |
| PSM | Public Safety and Maintenance |
| RMI | Rocky Mountain Institute |
| TCO | Total cost of ownership |
| TES | Washington Transportation Electrification Strategy |
| V2B | Vehicle-2 building |
| V2G | Vehicle-to-grid |
| VMT | Vehicle Miles Travelled |
| VPP | Virtual Power Plants |
| WA | Washington |
| WSDOT | Washington Department of Transportation |
| ZAP | Zero-Emissions Access Program |
| ZEC | Zero-emissions vehicle |

1. Introduction

This Electric Vehicle Charging Infrastructure (EVCI) strategy is an action plan that lays out **fleet electrification** options to help Mercer Island’s elected officials and staff to understand the **greenhouse gas (GHG) emissions reductions** and **costs/savings** associated with a range of potential future scenarios. The strategy lays out a phased deployment approach to facilitate and optimize fleet electrification. The content is practical and forward-thinking, focusing on potential barriers, such as grid impacts, and how to address them. Additionally, the plan aids in building internal education and **awareness**, coordinating with stakeholders, and understanding **industry best practices**. The strategy aligns with current state/local goals, plans, and initiatives.

The analysis was done with consideration of the [schematic design](#) in process for key municipal buildings including the **Public Safety and Maintenance (PSM) Facilities**. The new PSM building campus design considers space needs, organizes for efficient workflows, plans for future growth, and accommodates shared spaces for five City departments. There is a distinctive opportunity to adjust the design to **optimize the configuration for Electric Vehicle (EV) charging**.

The intentions of this EVCI strategy are to:

- 1) Ensure successful deployment of electrifying the municipal fleet, and
- 2) Build a foundation from which a community-wide EVCI can be developed.

In 2007, when the City began tracking emissions, the City’s total emissions were estimated to be 154,000 Metric Tons of Carbon Dioxide equivalent (MTCO_{2e}). In 2022, as part of the City's [Climate Action Plan](#) process, Mercer Island emissions from 2007 were recalculated using modern protocols and more accurate data sets, leading to an updated estimate of **333,539 MTCO_{2e}**. Transportation involving passenger air travel and on-road vehicles including buses (excluding passenger trains and light rail) leads to 158,000 MTCO_{2e}.

The City has committed to **GHG reduction targets of 50% by 2030, 75% by 2040, and 95% by 2050** (compared to 2007 levels). Collectively, Counties and Cities are required to reduce statewide emissions by 95% by 2050 and offset the other 5% (to achieve **“net zero”** emissions). Mercer Island’s Climate Action Plan also set a target to have 65% of new passenger vehicle sales and 20% of all registered passenger vehicles be EVs by 2030. **By 2050, the goal is for 100% registered passenger vehicles to be EVs**. These ambitious targets require significant investment in EV infrastructure. The

transition to EVs should be timed to coincide with technological advancements to ensure the City can continue to serve its residents, especially **during emergencies**. The City will need additional charging equipment and capacity upgrades, and possibly backup power supply, to support a fully electrified fleet.

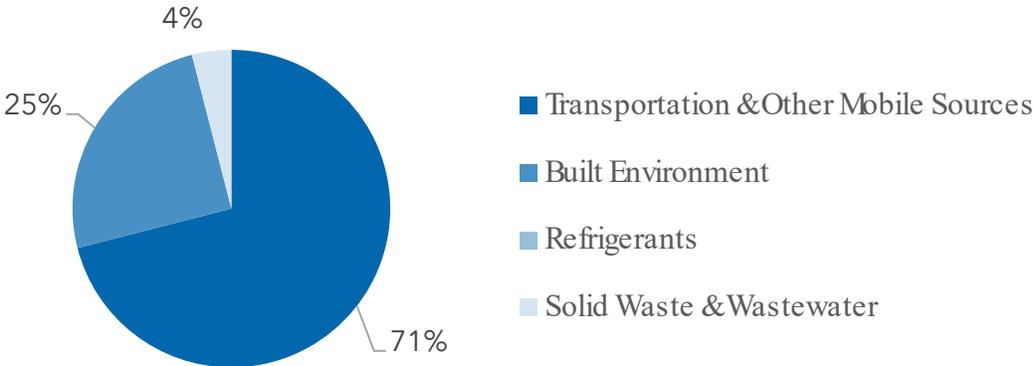
Key Aspects of Electrifying Mercer Island’s Fleet:

- Meeting emissions reduction goals
- Data-driven scenario planning
- Community partnerships
- Feasibility and cost-effectiveness

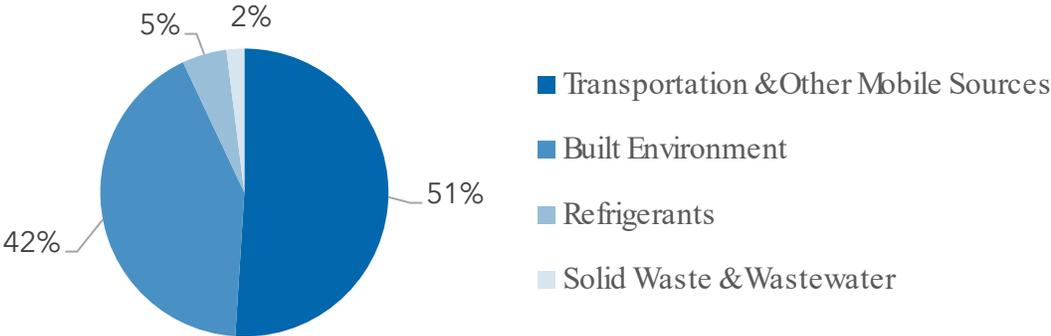
Mercer Island Transportation Emissions

The following graphs are drawn from the [Mercer Island GHG dashboard](#), which is based on 2023 GHG emissions data. They show that **51% of total City emissions are from Transportation and other Mobile Sources**. In 2023, EVs represented 30% of all vehicle registrations in Mercer Island. Further transitioning to EVs is a key pathway to meeting targets for municipal and community-wide emissions reductions.

Municipal Operations Emissions, by Sector 2023

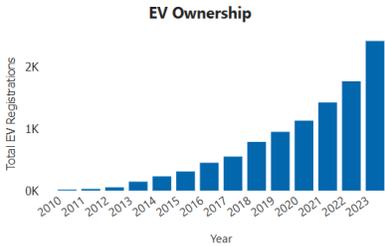
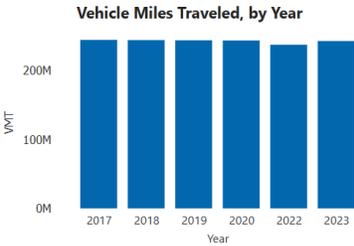
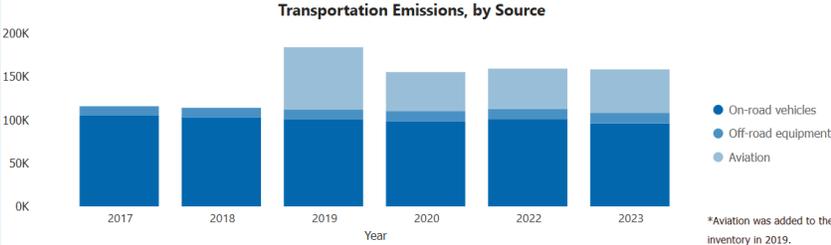


Community-wide Emissions, by Sector 2023

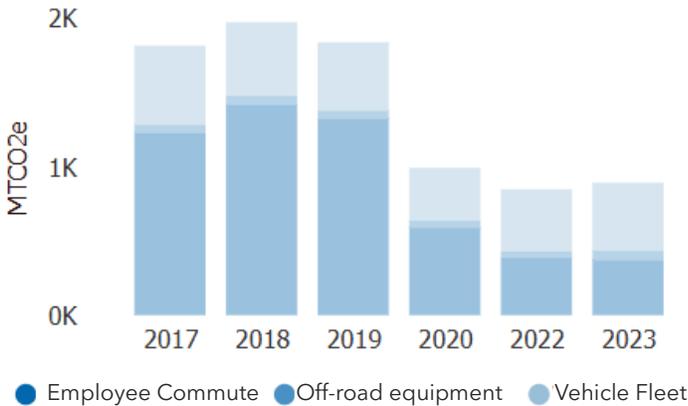


Community Action Plan Dashboard shows that EV ownership has grown exponentially, and vehicle miles traveled have slightly reduced

158K
2023 MTCO_{2e}



Municipal Transportation Emissions



Business travel emissions are removed from the transportation, emissions chart to maintain comparability to 2017 transportation emissions

Goal: to reduce overall community and municipal GHD emissions, integrate climate considerations into city, reporting and decision-making, and encourage community members to participate in local climate action.

Target: carbon neutral municipal operations by 2030

Given that **71% of municipal operations emissions are from transportation** and other mobile sources, fleet electrification is the main avenue for achieving **carbon neutral municipal operations by 2030**.

1.1 Background

This section provides policy, regulatory, and funding context at the state level. Washington is among the first states to develop a truly holistic plan for equitably transitioning to a predominantly electric transportation system. The **Climate Commitment Act (CCA)** establishes a comprehensive, market-based program to reduce carbon pollution and achieve the GHG limits set in state law. Passed in 2021, the Cap-and-Invest program went into effect in 2023 with the first emissions allowance auction held in February. In 2024, the CCA generated nearly [\\$500 million](#) in funding to invest in various climate and air quality projects, prioritizing **environmental justice**.



Expanding Washington's EV charging network is prioritized and funded by the CCA. An [EV Charging Program dashboard](#) shows that so far, **66%** of the EV funding applied for has been awarded. A total of **\$93 million** is funding the installation of **5,780 charging ports** across the state, 10% of which are Direct-Current Fast Chargers (DCFCs); the remainder are Level 2 chargers. A large portion of this funding went to King County, where 197 of the 575 funded sites are located.

In 2022, the Washington Legislature passed [Move Ahead Washington](#), which allocates \$17 billion over 16-years to transportation projects intended to accelerate mode shift and electrification for the reduction of vehicle miles traveled (VMT) and associated emissions. It also established the [Interagency Electric Vehicle Coordinating Council](#) (EV Council) ([RCW 43.392.030](#)) and a nonbinding statewide target of reaching **100% new electric passenger vehicle sales by 2030 (2030 EV target)** – five years earlier than the 100% new zero-emissions vehicle (ZEV) sales requirement under ACC II. The EV Council publicly tracks key performance indicators and publishes an annual report.

The State of Washington established a comprehensive plan for transitioning to EVs in the **Washington Transportation Electrification Strategy (TES)**, which aims to ensure market and infrastructure readiness for all new vehicle sales.

Overarching Goals and Targets:

- The state aims to meet the **2030 EV target** outlined in Move Ahead Washington.
- Washington seeks to ensure the transportation system decarbonizes, covering on-road and non-road vehicles, while prioritizing benefits for vulnerable populations.
- The state has a goal that all passenger and light-duty vehicles of model year **2030** or later that are registered in Washington State be zero-emission vehicles.

- The state has a mandate that all passenger and light-duty vehicles of model year **2035** or later that are registered in Washington State be zero-emission vehicles.
- Reduce emissions to **45% below 1990 levels by 2030** and achieve **net-zero emissions by 2050**.

Key Strategies and Policies:

- **Adoption of California's motor vehicle emission standards** under the Clean Vehicles Program (ACC I, ACC II, and ACT).
- Focus on **supporting the implementation of existing policies** by lowering upfront EV costs, making charging accessible, and increasing education.
- The state should focus on the levers it has readily available to promote transportation electrification, equity, and alignment with climate goals.
- **Electrifying on-road transportation** is a critical opportunity for the state to reduce GHG emissions.
- **Prioritizing** the electrification of MHDV (medium- and heavy-duty vehicles) through targeted policies and financial support.
- **Expanding access** to e-bikes and integrating them with electrified public transit.
- The state should continue to monitor and track the development of fuel cell electric vehicle (FCEV) technology and costs, and over time consider how these vehicles can contribute to meeting transportation sector emissions reduction targets.

Infrastructure Development:

- **Building a statewide network** of EV infrastructure with charging stations every **50** miles or less across the state highway network, including Washington State Ferries routes.
- **Prioritizing** the completion of EV charging along interstates I-5 and I-90 and other Alternative Fuel Corridors (AFCs).
- Using the National Electric Vehicle Infrastructure (NEVI) Formula Program to fund Electric Vehicle Supply Equipment (EVSE) along interstates and highways.

Workforce Development:

- **Investing** in workforce training programs across Washington and easing barriers to entry for Black, Indigenous, and People of Color (BIPOC), women, tribal citizens, low-income residents, and veterans.

Equity and Accessibility:

- The plan includes recommendations for a transportation equity baseline, an equitable distribution process, and a clear model for adaptive management.

Public Engagement and Education:

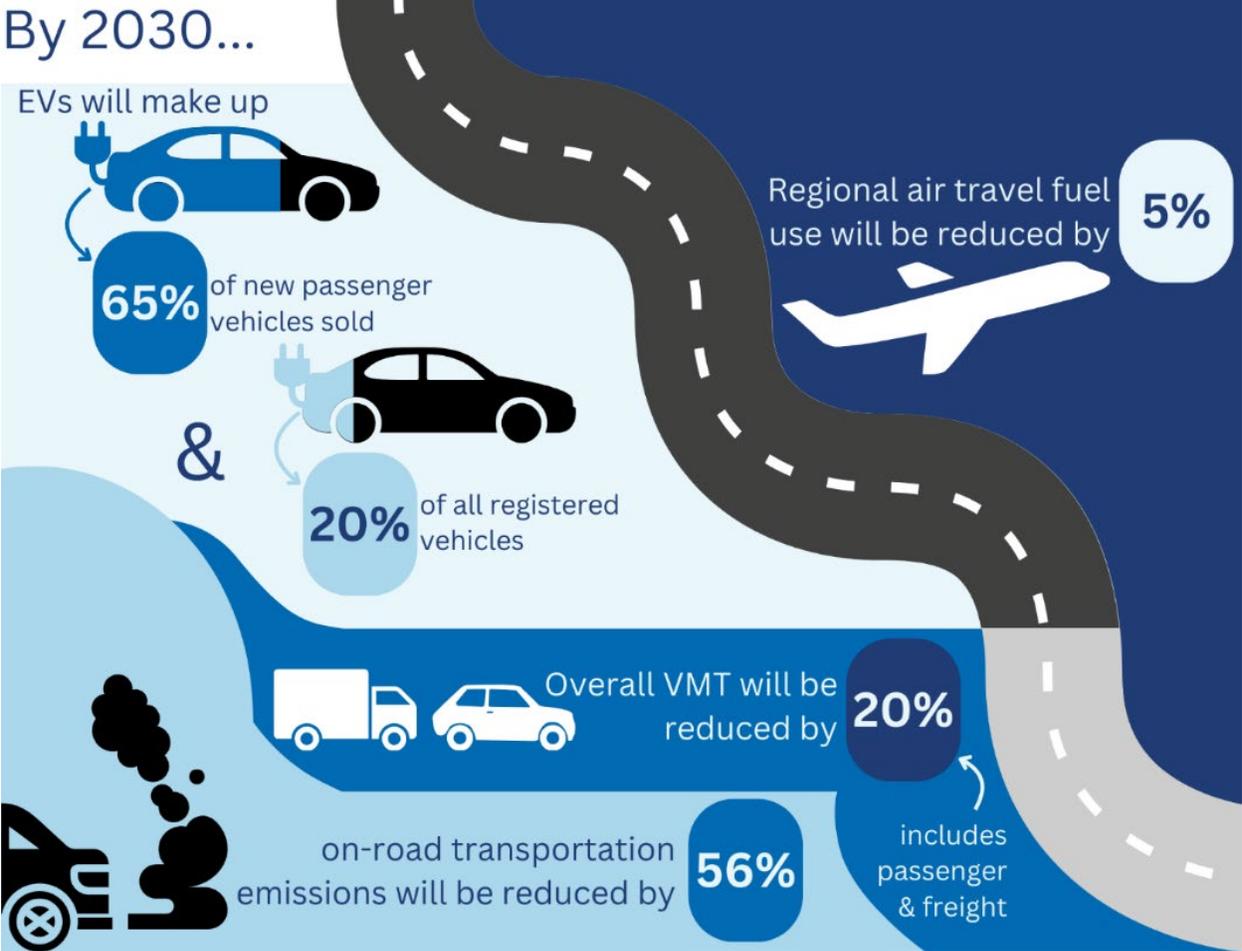
- Developing an EV Education Plan and Engagement Plan and conducting education and awareness campaigns to promote the benefits and affordability of EVs.

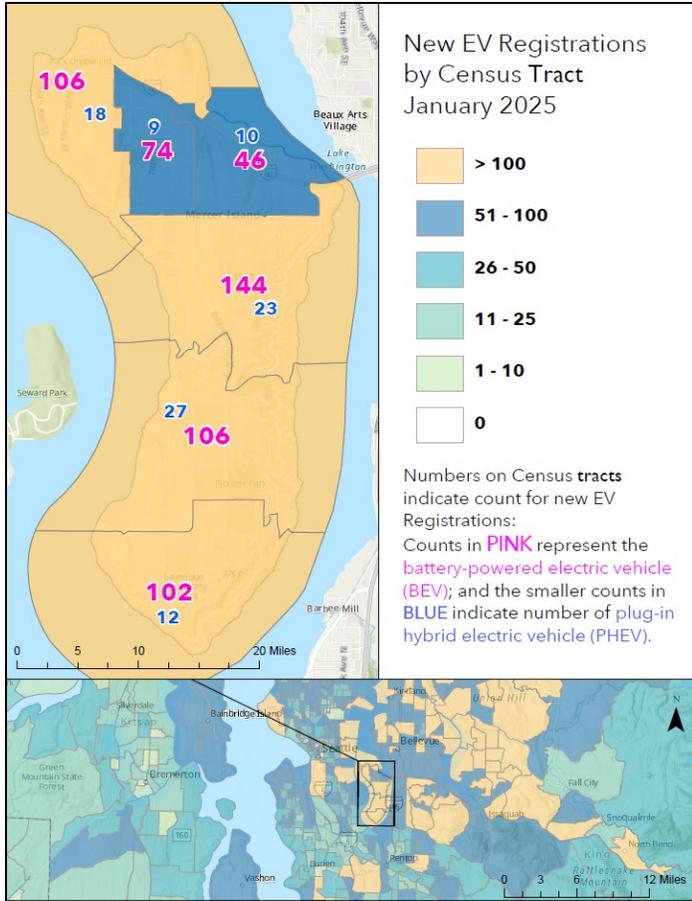
Specific Initiatives:

- **Zero-Emissions Access Program (ZAP):** The Washington Department of Transportation (WSDOT)'s ZAP grants provide funding for zero-emissions car-share pilot programs.

Mercer Island Targets:

Mercer Island is a founding member of the [King County-Cities Climate Collaboration \(K4C\)](#) and has been committed to reducing reliance on fossil fuels in the transportation sector with aspirational 2030 targets.





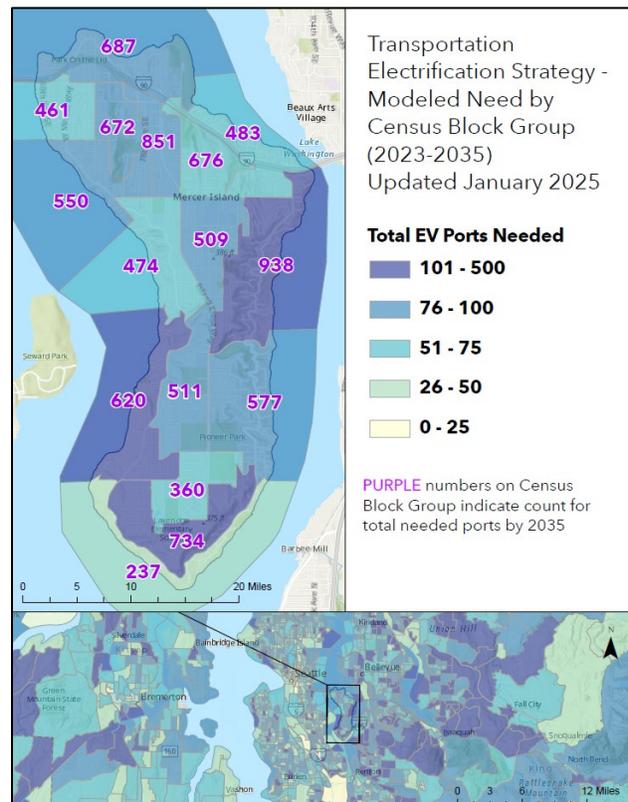
Mercer Island has had a significant increase in the number of EVs and plug-in hybrids (BHEVs) registered in 2023. That year, there were **677 new EVs registrations** in Mercer Island, 99 of which were PHEVs and 578 of which were battery-powered EVs. EV totals estimated at data.wa.gov count a current total of 2830 EVs in the City, half of which are Tesla models.

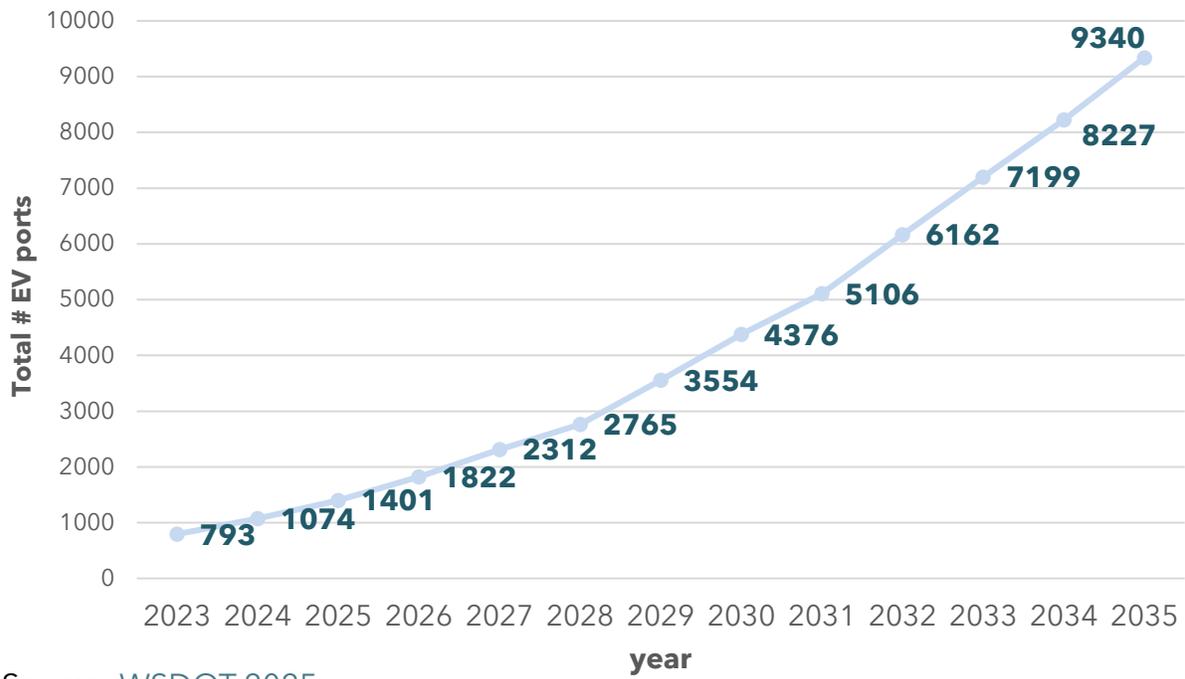
Map Source: [WSDOT 2025](#)

The Rocky Mountain Institute (RMI) Transportation Electrification Strategy (TES) modeled need for EV stations within Washington State (2023-2035).

The graph below shows how the results project Mercer Island's **total EV charging** to increase from 793 ports to 9340 ports by 2035. With this projection, 97% - 99% of the ports are **level 2 chargers**, and the majority of chargers are in **single family homes**.

Learn more at <https://gridup.rmi.org/tool>





Source: [WSDOT 2025](#)



Objective: Assess existing City Fleet and vehicle replacement schedule to determine a strategy for EV replacements over the next 5-25 years, with a focus on coupling the transition with new facility design.

Electric vehicles (EVs) have the potential to significantly reduce greenhouse gas emissions (GHG) that contribute to climate change and pose serious public health risks. Mercer Island recognizes the importance of this issue and, in 2025, began developing this EVCI Strategy. This strategy outlines a fleet electrification program with the goal of achieving a vision of a healthy future for our City: future-proofed, seamlessly implemented, fiscally responsible, educational, and sustainable. Mercer Island's fleet electrification requires a data-driven evolution that is supported by City employees. By considering equipment, infrastructure needs, costs, and rate options, experts developed this comprehensive plan that provides a clear picture of the necessary steps and investments

The timing is right for a unique opportunity to couple the City's fleet transition with facility upgrades which are currently being planned. It is more cost-effective and efficient to integrate EV charging infrastructure early in the design process, rather than post construction installation. The Fleet Transition Strategy has 4 sections:

2.1 Planning Context for Future Facilities and Upgrades: A timeline indicating project need and an overview of the current design plans for future City facilities and utilities upgrades.

2.2 Fleet Electrification Analysis: After an overview of the existing EV landscape within City operations, the ElectroTempo Fleets Module is introduced. The tool's methods for identifying and prioritizing EV transitions are described.

2.3 Fleet Electrification Plan Results: Provides recommendations for a phased electrification plan that will meet the City's 2030 and 2050 goals, with a range of year-by-year EV transition scenarios to compare costs estimates and feasibility.

2.4 Aligning Fleet Electrification with Construction Plans for Future Facilities: Exploring potential modifications for construction, such as solar panels to power EV charging and customized charging infrastructure.

Benefits of Fleet Electrification on Mercer Island

- ✓ Lower long-term maintenance and fueling costs
- ✓ Decreased emissions and carbon footprint to meet City and State targets
- ✓ Enhanced reputation as a leader in sustainability and innovation
- ✓ Greater community recognition for the fleet

2.1 Planning Context for Future Facilities and Upgrades

The City of Mercer Island is currently in the process of designing a new campus for City services, including designing a new Public Safety and Maintenance (PSM) building and acquiring an adjacent building to house additional City services. The timeline below describes the key events which led to the **New City Hall Building** and **PSM Facility** design:

- **March 1, 2024:** City Council directed planning for a new PSM facility on the City Hall Campus due to the limited state of the Public Works Building and City Hall.
- **May 21, 2024:** Design update introduced a new facility combining Public Works, Police, Emergency Operations, and IT & GIS.
- **Summer 2024:** Pre-design completed; expanded customer service area added to the plan.
- **Fall 2024:** Project entered schematic design phase.
- **February 4, 2025:** City Council received a design update on the PSM facility.
- **Q2 2025:** Funding discussions begin, including potential bond ordinance for voter approval.
- **Late 2025 / Early 2026:** Zoning review anticipated and to be discussed with City Council.

2.1.1 Current Opportunities for EV Charging to be Integrated into New Design

With Mercer Island's City Hall permanently closed and staff dispersed across multiple temporary locations, planning for the City's long-term infrastructure needs is critical, including its transition to an EV fleet. The City's evolving facility strategy presents an opportunity to collaborate with Puget Sound Energy (PSE) on assessing future energy

capacity and ensuring that any new municipal facilities are designed to support EV charging infrastructure. Integrating these considerations now will help the City plan for sustainable operations, reduce long-term costs, and align with broader electrification goals. As discussions continue on permanent City Hall solutions, it is essential to communicate projected EV fleet charging requirements to PSE and to the architects, ensuring the upgraded electrical infrastructure can meet the City's future needs.

2.1.2 New City Hall Building Plans and Ongoing PSM Facility Design

The planned facility complex will house the City's Police Department and public works staff, providing a safe and functional facility that meets the urgent needs the City. The existing Public Works Building is well beyond its useful life and hasn't met the City's needs for some time. The closure of City Hall only exacerbated this challenge, displacing staff across all teams and the specialized functions of our Police Department.

On February 4, 2025, the City Council held a Special Hybrid Meeting to review the conceptual plans. Figure 1 and Figure 2 provide maps of the existing facilities, showcasing various storage and maintenance areas for public works and safety equipment. This layout includes vehicle and equipment storage, raw materials storage, and facilities for the police department, highlighting the strategic organization of the site. The goal of the new campus is to improve the overall flow and reduce congestion.

By strategically organizing the facilities and incorporating sustainable energy solutions, the new campus aims to create a more efficient and environmentally friendly environment. This will not only enhance operational efficiency but also provide a better working space for staff and a more streamlined experience for the community. The project site is considered a good candidate for roof-mounted solar power generation

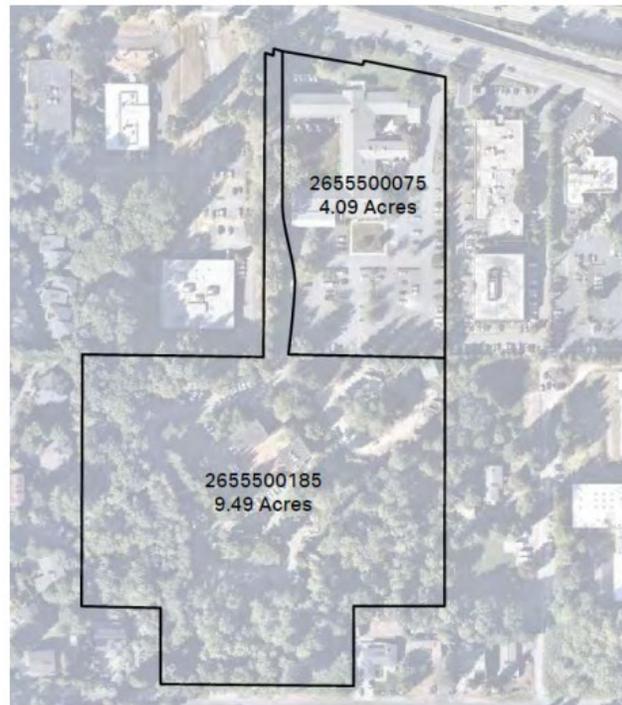


Figure 1: The existing City Hall Campus has two parcels: City Hall - 4.09 acres and Public Works - 9.49 acres

MAP OF EXISTING FACILITIES

This map identifies existing buildings, structures, and site elements, along with general uses at each location.

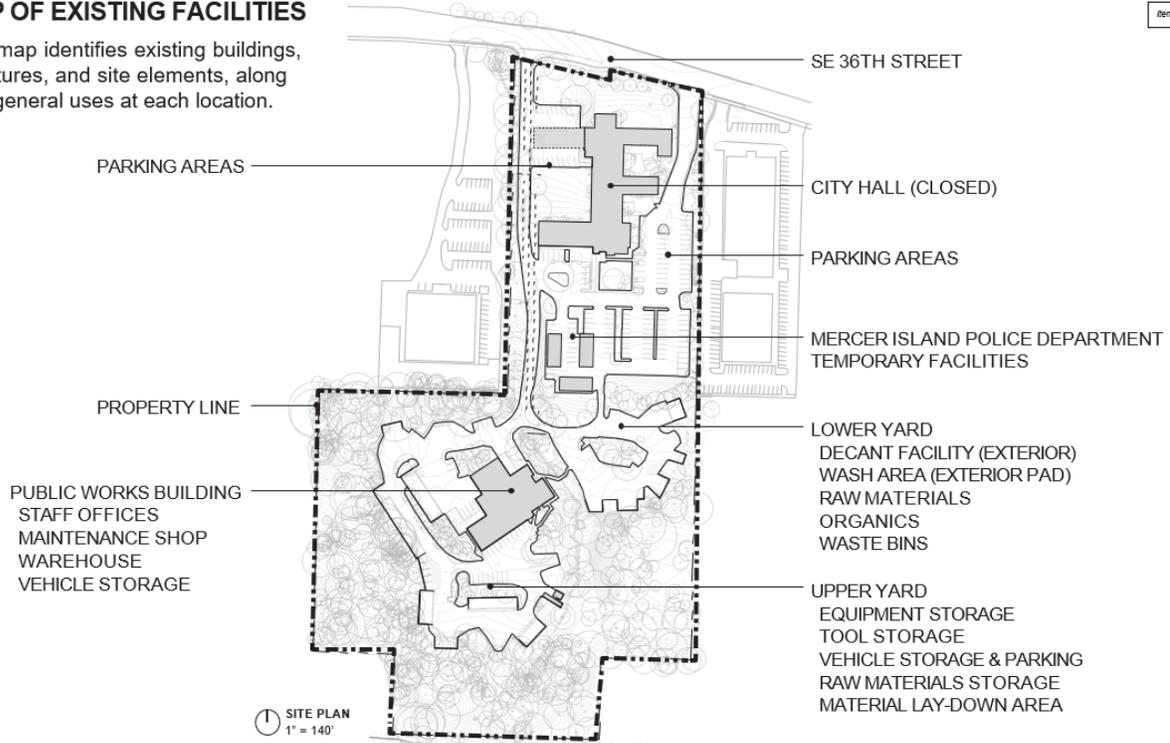


Figure 2: Map of the existing facilities in the Upper and Lower Yards Hall (Source: AB6604)

A key goal of this EVCI Strategy is to align the new PSM facilities with EV charging needs. The Covered Vehicle & Equipment Storage area, which spans approximately 25,000 gross square feet and accommodates around 60 pieces of equipment and vehicles, presents a prime opportunity for this. By potentially integrating roof-mounted solar panels, the project can support the electrification of the vehicle and equipment fleet, increase emergency resiliency, and reduce operational energy costs. Preliminary studies indicate positive benefits, though further analysis is needed to optimize the system's size and cost-effectiveness. Studies also show that EVs generally have less built-in fuel capacity compared to combustion vehicles, requiring more frequent refueling and increasing the impact of missed fueling opportunities. Additionally, EVs take longer to refuel, meaning emergency fueling at offsite locations will take longer and have a larger impact on critical operations. Solar power when paired with battery storage systems can extend the life of vehicle batteries by providing consistent charging during grid outages, preventing deep discharges, and reducing the need for frequent replacements. The combination of solar panels accompanied by battery storage addresses the unique challenges of EV fleets, ensuring efficient and resilient operations.

The integration of solar power into Covered Vehicle Storage is particularly promising if the Council were to choose to invest in it. Figure 3 shows the potential balance that

would be available to provide power for fleet electrification or other opportunities. The facility's roof-mounted solar panels could generate up to 300,000 kWh of energy annually. While some of this energy production would be needed for other energy uses, up to 270,000 kWh could be fully utilized for EV charging, effectively supporting the electrification of the vehicle and equipment fleet. By leveraging this significant energy production, the project can ensure that the new complex meets its EV charging needs, further enhancing sustainability and operational efficiency.

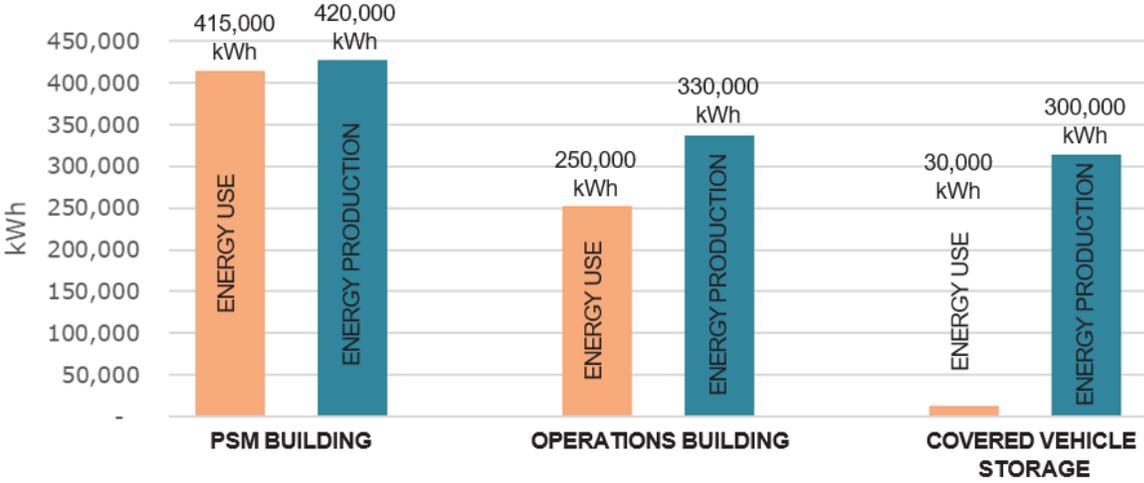


Figure 3: Power generation potential for rooftop solar on three proposed buildings (Source: AB6604)

To minimize future disruption, the plan is to prepare for full electrification by installing the necessary infrastructure, such as conduits for EV chargers, even if the technology isn't currently available, eliminating the need for excavation when the infrastructure is ready for installation. The project intends to have strategically placed charging ports suitable for various vehicle charging locations. This creates the opportunity of incorporating solar panels over parking spaces to support EV charging.

2.2 Fleet Electrification Analysis

2.2.1 Overview

While EVs generally have higher upfront costs compared to traditional **internal combustion engine (ICE)** vehicles, they tend to be significantly more affordable to operate overtime (Figure 4). For local governments, budget considerations often determine the feasibility of fleet electrification. For instance, as Mercer Island funds fleet upgrades in part by auctioning old vehicles, the significant depreciation in retail value for EVs when compared to ICE vehicles of the same age will require a

reassessment of how fleet upgrades are financed. The **financial benefits of EVs** stem primarily from lower fuel and maintenance expenses, but actual savings depend on electricity rates and charging strategies. There are also co-benefits including the social cost of carbon, community resilience, public health, and air quality.

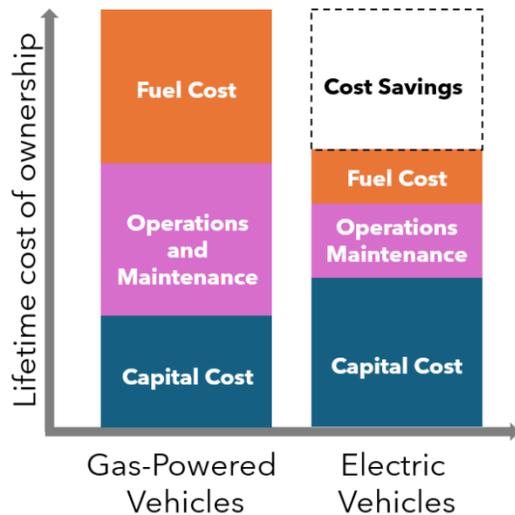


Figure 4: Long Terms Savings sources for EVs
(Reference: Atlas Public Policy, 2024)

To assist in financial decision-making, several open-source tools are available. The [Dashboard for Rapid Vehicle Electrification \(DRVE\)](#), developed by Atlas Public Policy and the Electrification Coalition, is a Microsoft Excel-based tool that enables users to assess fleet electrification strategies. By entering basic fleet data—ideally sourced from an inventory assessment—along with key operational inputs, agencies can generate tailored insights on procurement options, ownership models, and EV charging infrastructure needs. Similarly, the Alternative Fuels Data Center offers a [Vehicle Cost Calculator](#) to help compare the economics of different vehicle types. Mercer Island's municipal fleet consists of 129 vehicles, supporting public safety, infrastructure maintenance, and community services (Figure 5).

For fleets, energy costs can vary based on utility pricing structures, including **demand charges and time-of-use rates**. Charging multiple vehicles simultaneously under a high-demand rate can lead to high electricity costs, while charging during peak pricing periods further increases expenses. To **optimize savings**, managed charging strategies can be implemented to minimize peak demand and prioritize off-peak charging when electricity rates are lower.

To assist in financial decision-making, several open-source tools are available. The [Dashboard for Rapid Vehicle Electrification \(DRVE\)](#), developed by Atlas Public Policy and

2.2.2 Mercer Island's Current Fleet Composition

Mercer Island's Municipal Fleet Vehicles

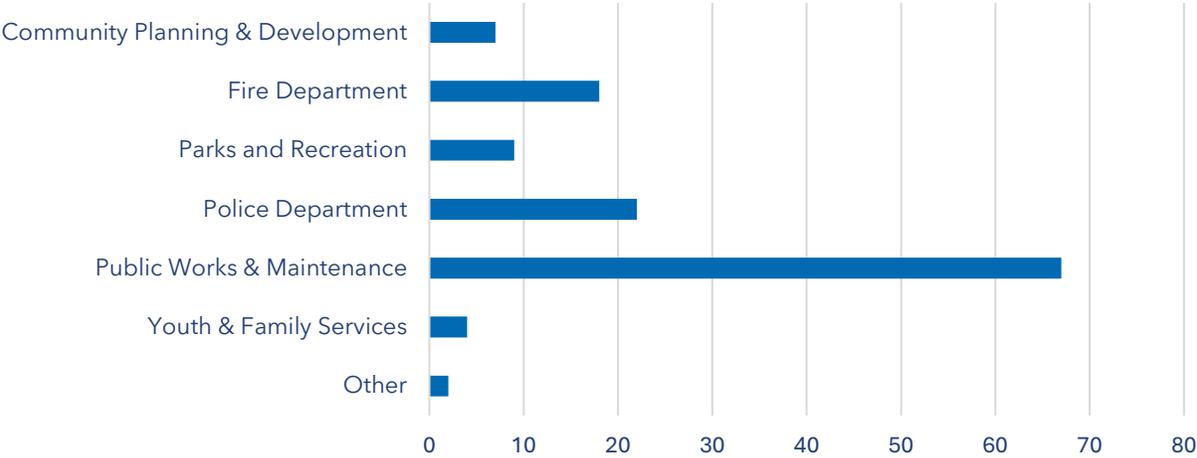


Figure 5: Mercer Island's Municipal Fleet Vehicles

The Mercer Island fleet includes several EVs and multiple hybrid models, reflecting the City's commitment to sustainability while ensuring essential municipal functions remain efficient and well-equipped.

High level summary of EVs in City fleet:

- 129 vehicles total
- Electric: 9 (4 Nissan Leaf)
- Hybrid: 5 (4 Ford Escape SUVs, 1Prius)
- Diesel: 20

2.2.3 Introduction to ElectroTempo

The methodology for mapping analysis in this strategy is rooted in an online data platform provided by ElectroTempo. ElectroTempo is a software firm that specializes in helping to de-risk EV infrastructure investments. The platform uses long-term data trends such as live, work, and travel patterns to accurately assess costs and benefits, risks, and infrastructure needs for rapid EVCI adoption at any scale.

Using travel demand data to develop comprehensive growth and demand projections, ElectroTempo's suite of predictive analytics allows the evaluation of current and future EVCI needs.

- The **Fleets Module** allows users to evaluate and optimize EV options for on-road vehicles at fleet depot sites.
- The **Hubs Module** enables site evaluations which assess individual sites based on site characteristics which would be ideal for EV charging hubs. There are a set of assumptions that can be modified to support specific site needs and to optimize charging scenarios.

2.2.4 The ElectroTempo Fleets Module Customized for Mercer Island

The ElectroTempo Fleets module creates a digital twin of the existing fleet and associated operations to build EV transition scenarios. To create a digital twin, the City of Mercer provided detailed information on the current fleet including details on vehicle make and model, purchase and replacement dates, annual mileage estimates, charging strategy, and home base. Further details on daily operations including daily trip logs and fuel usage can be incorporated to further optimize charging assignment schedules.

The electrification plan consists of three parts:

1. Methodology, input data, and key assumptions to accurately represent the current fleet
2. Full electrification results to provide total cost of ownership (TCO) and energy requirements
3. Transition plan to provide year by year guidance on vehicle replacement and charger installation

| Vehicle Type | Number of ICE vehicles to be replaced | Total Annual Mileage (per vehicle) | EV Price (unit) | ICE Vehicle Price (unit) |
|--------------|---------------------------------------|------------------------------------|-----------------|--------------------------|
| Sedan | 1 | 1000 | 40000 | 25000 |
| SUV | 10 | 30000 | 59000 | 38000 |
| Pickup | 9 | 4000 | 60000 | 52000 |
| Van | 2 | 27000 | 120000 | 112000 |

Figure 6: ElectroTempo Fleet Creation Tool

2.2.5 Methodology

The electrification plan provides an overview of the fully electrified fleet plus a transition strategy that incorporates vehicle replacement schedule and on-the-ground constraints such as building construction timelines. The transition plan provides a year-by-year vehicle replacement list, a charging strategy for each vehicle, the associated charger and energy requirements, recommendations for equipment (vehicles and chargers), and cost components (estimated vehicle costs, estimated charger equipment and installation costs, and maintenance costs).

Based on the estimated construction timeline of the PSM and City Hall sites, practical constraints have been incorporated but can be adjusted based on considerations and alternatives discussed below. The modular analysis can take as an input additional practical considerations based on review and feedback from the City of Mercer Island. These adjustments involve delaying vehicle replacements or replacing vehicles with ICE models and then replacing them with EVs in the following replacement cycle (10 years or more) once chargers are available. This provides the updated vehicle replacement plan, with year-by-year recommendations for vehicle replacement, charger and energy requirements, equipment recommendations, and cost estimates.

Input Information and Assumptions

The fleet information was obtained from the City of Mercer Island. The initial dataset contained 131 vehicles and seacraft across multiple sites. After narrowing down the sites in scope, and on-road vehicles slated for replacement, the fleet assessed for this strategy is reduced to 62 vehicles. 55 vehicles will reside at the future City Hall/PSM site, while seven vehicles are located at the Mercer Island Community & Event Center site. The fleet information includes years of procurement, year of replacement, current mileage, vehicle class, as well as other information.



Figure 7: The Mercer Island Community & Event Center (MICEC).6

Assumptions

There are key operational assumptions in this initial modeling phase. These will be refined and adjusted in the model after receiving additional operational information.

- Emergency vehicles, like police vehicles, and heavy-duty vehicles, like box trucks and tractors, require charging using Level 3 chargers (DCFC, 150 kW).
- Remaining vehicles can charge with Level 2 chargers (19 kW)
- Each vehicle has a dedicated port on a shared charger. Further charger assignment optimization can be done after receiving better operational data
- Shared chargers lead to lower charging speeds for both charger ports
- The police fleet works in two 12-hour shifts with intermittent fast charging
- The other fleets are expected to be in operation between 8AM and 6PM. The 6PM-8AM window is the charging window without personnel available to move vehicles around once they are done charging
- All vehicles are replaced every 10 years or more
- Vehicles that do not have an electric option now will be replaced with an EV in the next replacement cycle
- Planned vehicle replacement can be delayed by a year for electric capacity or vehicle availability
- Prices for vehicles and chargers are based on current manufacturer's suggested retail price (MSRP) but will likely need to be refined based on required

specifications and available prices. To support cities and counties, Washington has a state website, the [Contract Automobile Request System \(CARS\)](#), which acts as a contract for vehicle procurement. It also supports and informs vehicles informs choices when looking for replacements to transition to EVs.

2.3 Fleet Electrification Plan Results

2.3.1 Total Cost of Ownership Analysis

Total Cost of Ownership (TCO) analysis: ElectroTempo conducted a TCO analysis for each vehicle to determine if an electric or ZEV replacement is appropriate. This analysis includes lifecycle costs associated with the vehicle, such as purchase price, maintenance, fuel, and potential incentives.

The overall fleet electrification plan results in an ROI positive net savings of \$1.2 million. Estimated capital expenses for full electrification will be ~\$5.93 million, an increase of ~2.78 million, but the 12-year operational savings will be ~\$4.00 million. These savings are primarily realized through fuel cost reductions as well as lower maintenance and downtime expenses.

NOTE: This analysis also does not currently include electrification of small utility vehicles or tractors. There are no sufficient electric farm tractors on the market and small utility vehicles do not require additional charging ports.

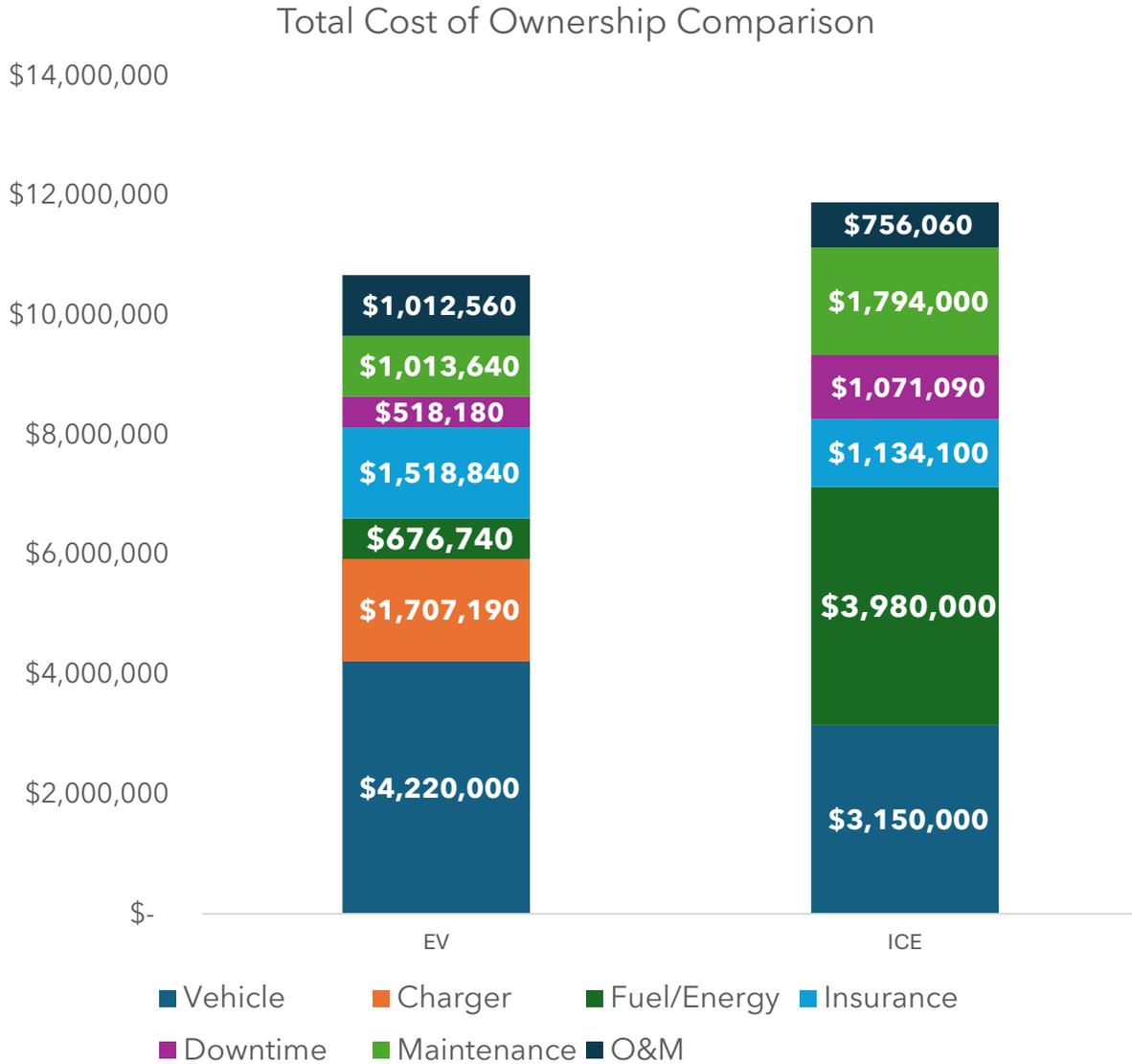


Figure 8: Total Cost of Ownership Analysis shows savings for the EV transition scenario.

The fleet is divided into two groups based on charging requirements:

1. **Slow charging fleet** for all light-duty and non-emergency vehicles (24 vehicles)
2. **Fast charging fleet** for all emergency vehicles and medium- and heavy-duty vehicles (MHDV)(27 vehicles)

The slow charge fleet has an overall TCO savings of ~\$2.07 million while the fast charge fleet costs an additional ~\$854k when compared to ICE replacements, which when combined, result in the ~1.2MM USD savings mentioned above.

2.3.2 Components of Total Cost of Ownership

The assumptions for the below components of the total cost of EV ownership is sourced from the U.S. Department of Energy (DOE) [Alternative Fuels Data Center: Operation and Maintenance for Electric Vehicle Charging Infrastructure](#). These national estimates provide operational considerations to be aware of, including electricity and maintenance costs.

Vehicles: Each ICE vehicle is assigned a comparable EV replacement vehicle. Each vehicle is assigned a price.

Charger: Vehicles are assigned to chargers based on charging strategy and schedule. Each charger can charge up to two vehicles simultaneously by default. The price includes the cost of the charger and installation costs.

Fuel/Energy: The annual energy required to meet VMT. Assumes 0.05 \$/kWh, 2.38 \$/kW, and \$4 per gallon.*

Insurance: 3% of purchase cost per vehicle per year

Downtime: 5% of purchase price for ICE vehicles and 3% for EVs

Maintenance: Vehicle and charger maintenance costs (5% for ICE and 3% for EVs) plus \$400/year per charger.

Other O&M: Other operational and maintenance costs associated with vehicles and chargers (2% cost of capital)

**Fuel and energy cost assumptions do not account for generating power locally on-site using solar panels, which would result in further cost savings.*

2.3.3 Transition Plan

The transition plan is based on vehicle replacement years and an ongoing 10-year replacement schedule. Our approach allows for modular adjustment based on site and market realities that may impact installed charger availability and available EV models.

ElectroTempo developed a transition plan for each site.

PSM/City Hall

The City Hall site will undergo extensive renovation, which constrains the available charging capacity. Two options for EV transition have been prepared to allow for progress towards electrification goals while working around the constraints of the construction project. Scenario A assumes that no fleet vehicles that will need to charge at the PSM campus will be replaced with EVs until after construction has been completed and permanent charging solutions are available. Scenario B assesses how the City could replace a subset of vehicles prior to construction being completed and then ramp up the full EV transition after that point.

Scenario A: City Hall Transition Plan for 2030 and Beyond

With the following vehicle replacement schedule for an average lifetime of 10-years for each vehicle, we obtain the constrained vehicle electrification plan as shown below. The renovation is planned to be completed in 2030, so vehicles slated for replacement in 2029 and beyond are great candidates for electrification. All vehicles except the utility tractor have electric equivalents available today. For the utility tractor, the replacement year is set for 2037, by which time a suitable replacement should be available. The graph in Figure 10 shows the proposed ICE to EV transition purchases for each year.

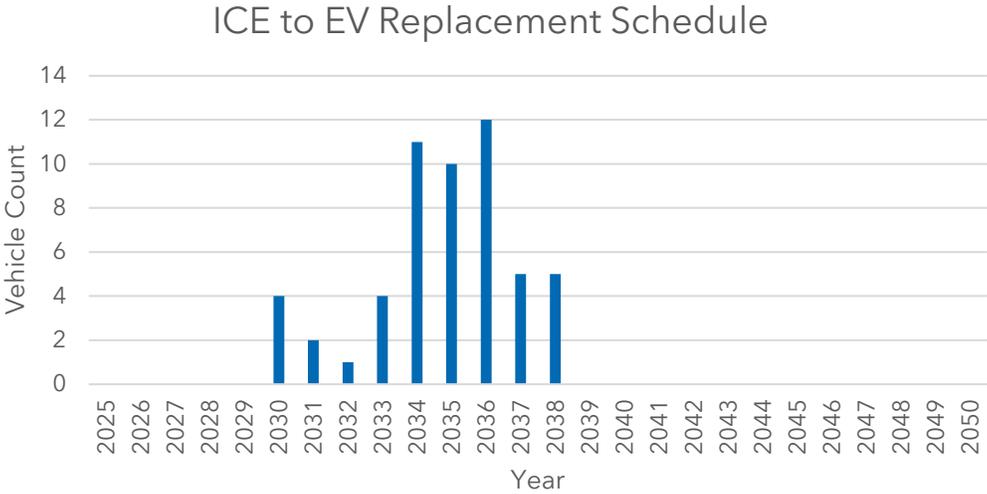


Figure 9: potential ICE to EV transition purchases for each year starting in 2030

Full electrification will require 55 charger ports, assuming smart chargers that can switch charging between ports. This would also eliminate the need for personnel to be on-site to swap vehicles after hours. Electrification will require 2.25MW of power, including the slower L2 chargers with a rating of 19.2kW and fast chargers with a rating of around 200kW. Note that this does not involve charger assignment optimization, which will be conducted after obtaining better operational data. Charger assignment optimization can lower the power requirements by sharing charge between vehicles and pairing vehicles to a charger optimally.

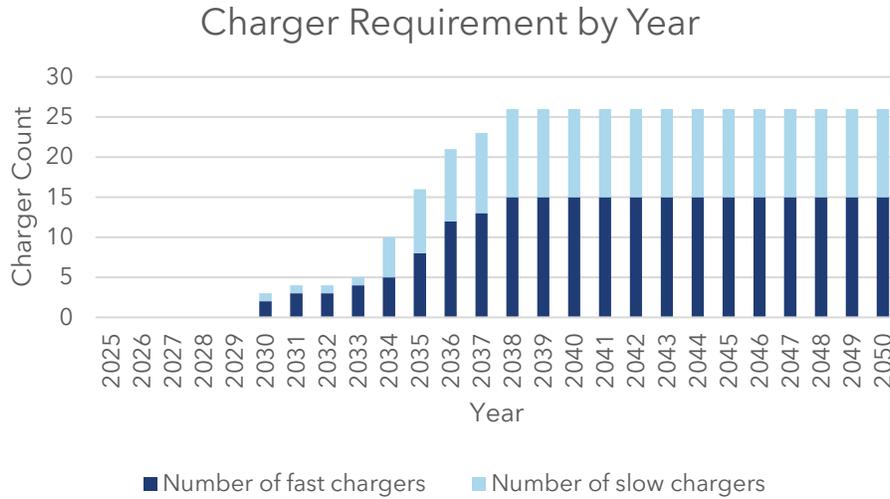


Figure 10: PSM Campus Counts for slow and fast chargers reach their maximum in 2037

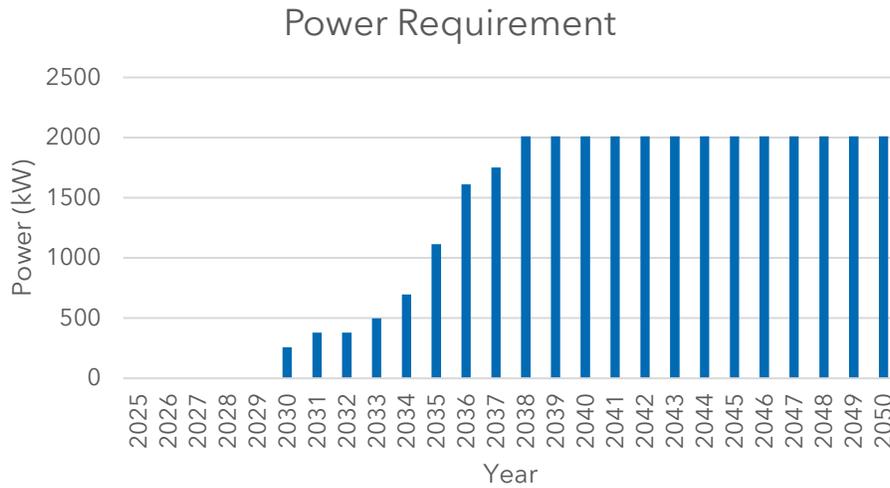


Figure 11: PSM Campus power requirements levels off in 2037

Adhering to this plan will mean that over 50% of ICE vehicles are replaced with EVs by 2034, and all are electrified in 2037. Notably, this schedule is backloaded due to the upcoming replacement cycles in 2025-2027 that comprise a large part of the fleet.

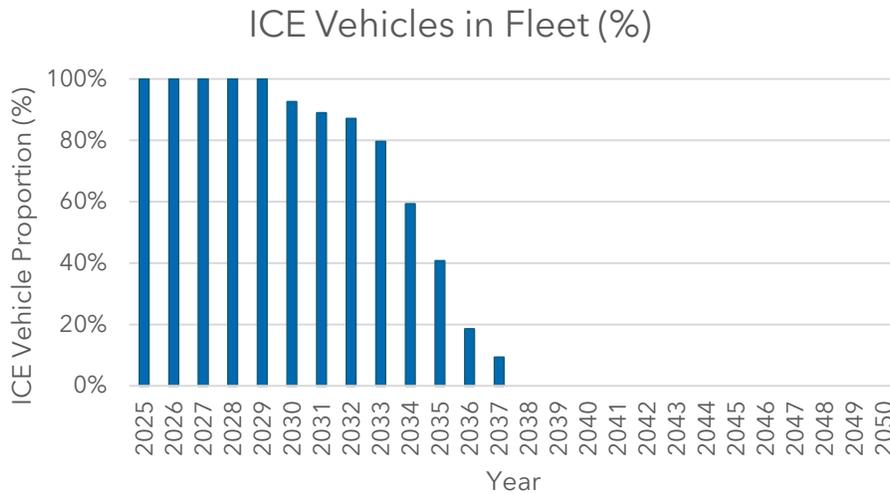


Figure 12: ICE vehicles are phased out by 2038

Scenario B: City Hall Transition Plan with L1 Charging During Renovation

Given the upcoming construction and associated unavailability of charging infrastructure, the following plan prioritizes vehicles by risk of electrification and selects the low-risk vehicles. Specifically, this plan prioritizes vehicles by their emergency/non-emergency use status as well as average mileage derived from the current operational data. This results in thirteen vehicles being electrified before 2030 compared to Scenario A. ICE to EV Replacement Schedule

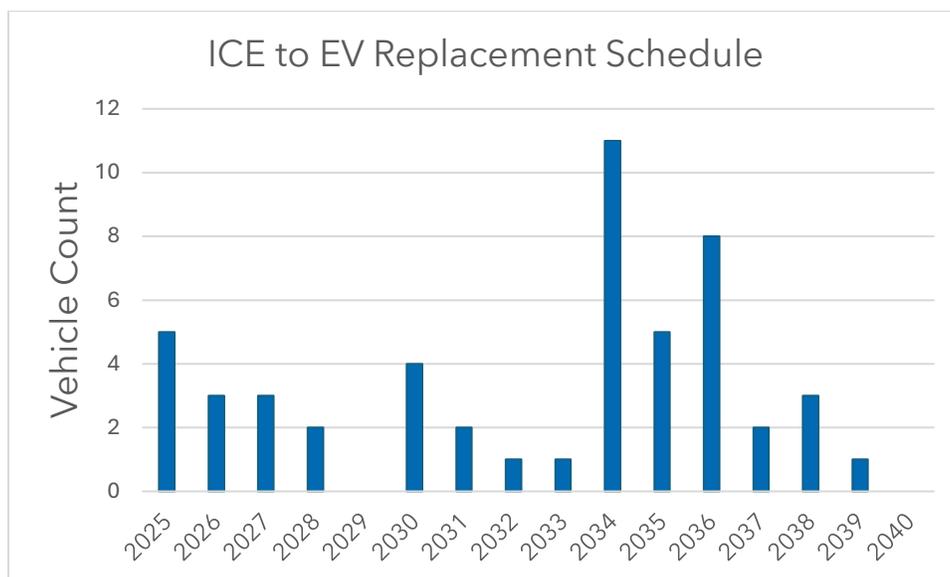


Figure 13: Potential ICE to EV transition purchases for each year

Until 2030, the vehicles being electrified will use L1 chargers at the temporary parking location, or L2 chargers from the currently available and installed chargers. These six chargers are being used for personal staff vehicles and can serve as backup in the event of L1 charging unavailability. For 2030 and beyond, we expect the availability of fast chargers and therefore recommend the following charger requirement schedule.

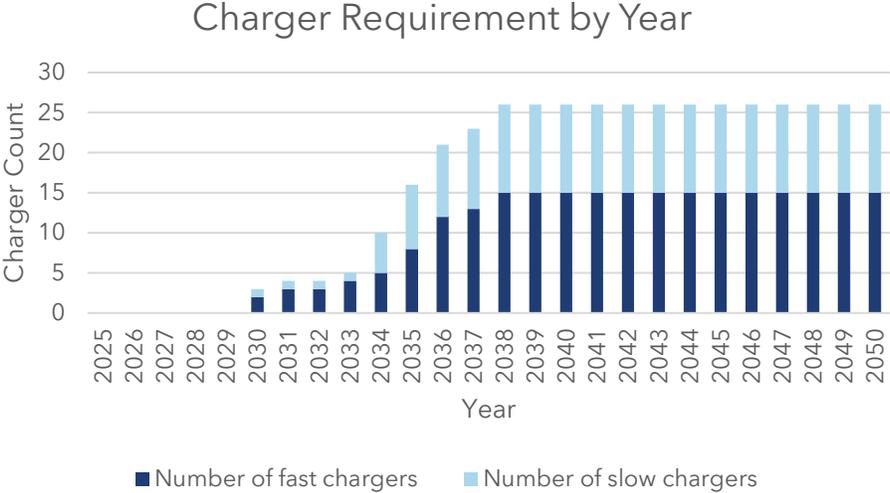


Figure 14: City Hall charger counts for slow and fast chargers

With the lowest mileage vehicles on L1 charging, the power requirements also drop slightly in early years, with these vehicles using L2 chargers after renovation resulting in same peak power requirement of 2.25 MW in later years.

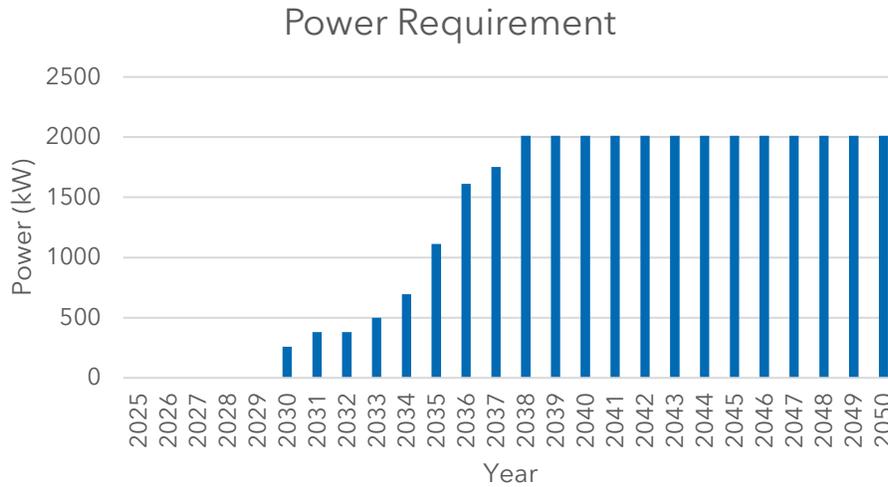


Figure 15: Power requirement for City Hall

The 10-year TCO is slightly lower than Scenario A due to the lower demand charge from L1 charging in the initial years. Net Present Value (NPV) is a financial metric used to determine the profitability of an investment or project. With this scenario, the NPV shows significant difference due to the larger upfront investment in lower mileage vehicles. These vehicles do not necessarily generate enough NPV savings from lower operational costs to offset higher initial expenses, and by extension, also contribute marginally to emissions goals due to the lower mileage driven. Therefore, prioritizing the electrification of these vehicles results in a lower NPV over the planning horizon.

Additional Considerations

It may be possible to accelerate EV transition in this plan with the following considerations:

1. Can the current installed chargers be used to power some of the dedicated fleet?
2. Is there existing parking that will be available throughout construction and at the new site, where new chargers can be installed without the risk of future relocation?

MICEC

MICEC has seven vehicles located on premises in scope for electrification. This site also does not have any known constraints. Therefore, the following is the electrification plan for this site, with five vehicles electrified early by 2030 and two utility tractors electrified in 2039 and 2041.



Figure 16: Existing L2 charging ports at MICEC.

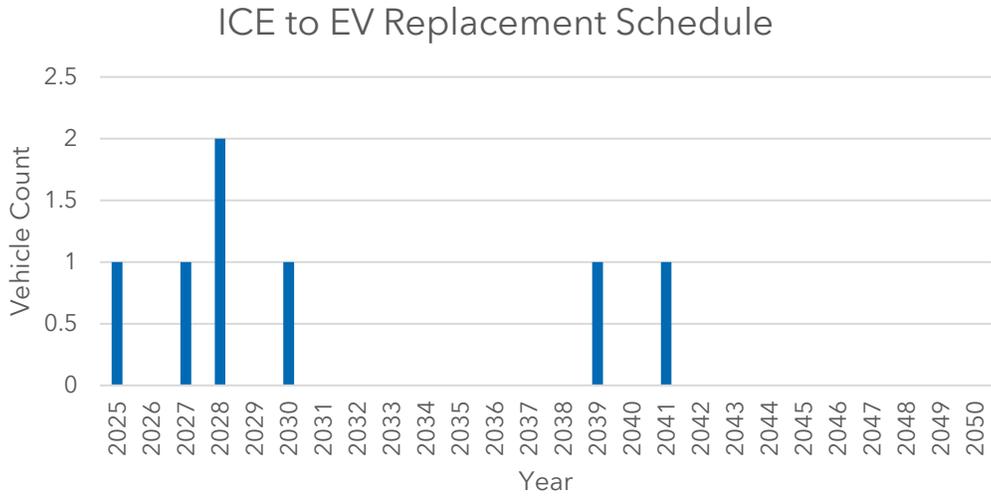


Figure 17: Potential MICEC Transitions

This electrification plan requires four chargers total: one fast charger and three slow chargers. The total power requirement is 178kW starting in 2039. Until then, the site only requires slow chargers, and the demand remains capped at 57.6kW.

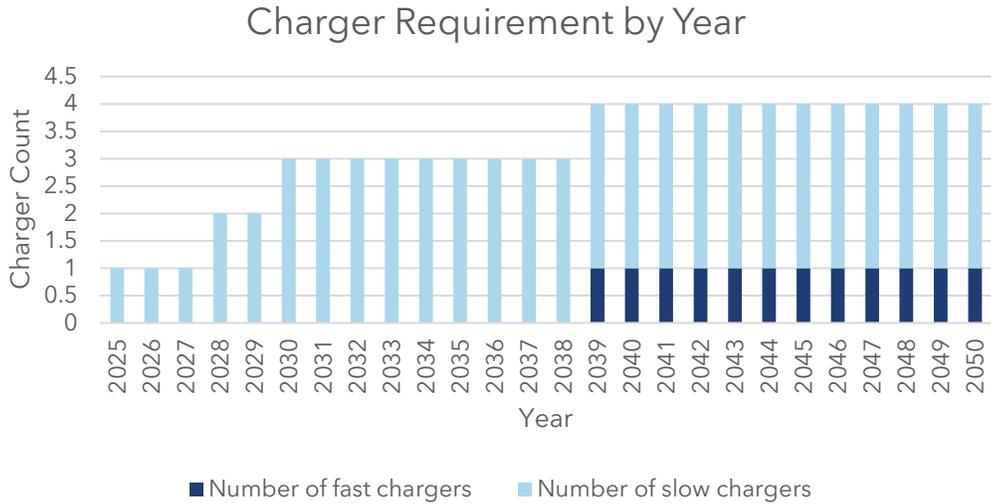


Figure 18: MICEC counts for slow and fast chargers

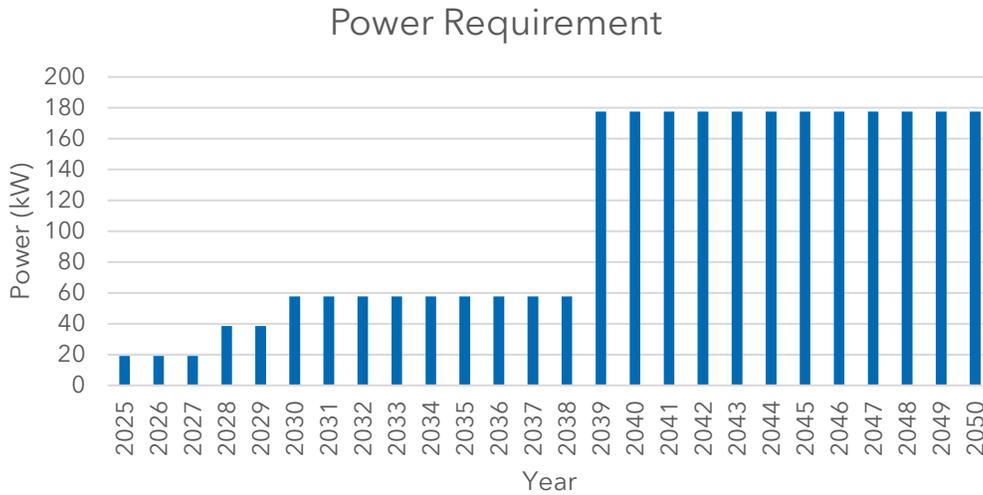


Figure 19: MICEC power requirements reach their maximum in 2039

2.4 Aligning Fleet Electrification with Construction Plans for Future Facilities

It is challenging to weigh whether keeping old vehicles is more environmentally friendly than replacing them with EVs. It depends on the vehicle, the age, and the current construction plans/lack of charging infrastructure complicate things further.

PSE has a program for incentivizing installation of fleet charging infrastructure. The [Up & Go Electric for Fleet](#) provides up to \$12,000 per Level 2 (L2) charging port and up to \$125,000 per DCFC port, up to \$250,000 total per charging location. On February 24, 2025, the project team met with PSE’s Clean Energy Solutions Program Coordinator, who informed the team that a key criterion when evaluating applications was

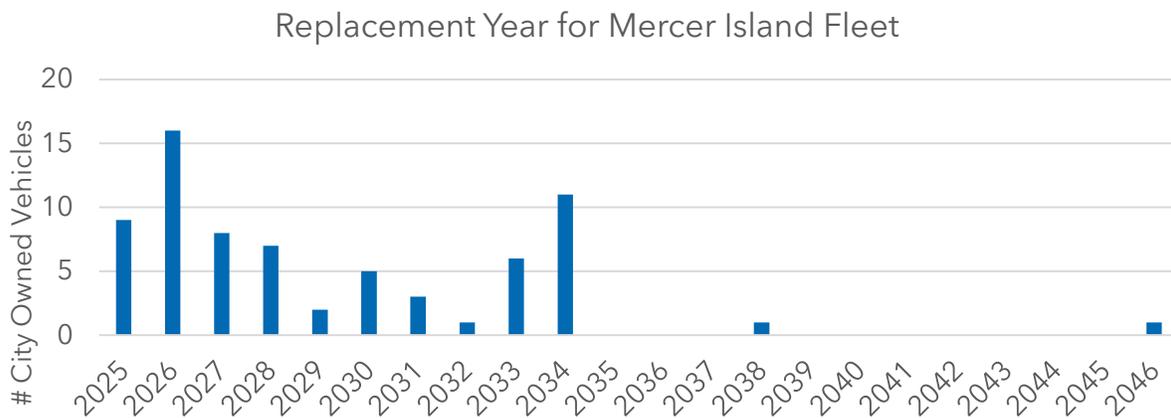


Figure 20: Estimated replacement years for 129 vehicles in the City Fleet

utilization, meaning a *high likelihood of EV charging being used at the proposed property based on the number of EVs within the fleet and existing EV charging options at the property*. This situation presents the City with a challenge within the timing of the transition. While there is an excellent opportunity to optimize EV fleet charging at the new PSM campus and City Hall building, these are not projected to be completed until after 2030. Meanwhile, the City's Fleet Report shows that 47 vehicles are due to be replaced by that time (Figure 20). How can plans be adjusted to optimize efficiency?

The City Council and staff understand the urgency to meet emissions reduction targets, and they are currently planning some replacements to support fleet electrification. A report for budgeted vehicle replacements for 2025-2026 allocates over \$3.5 million for the estimated costs. For the 20 replacements considered in 2025, the City is looking into replacing some of the vehicles with either EVs or plug-in hybrids. Two older trucks will be easy to replace with electric Ford Lightnings, as the amount that was previously allocated for the replacement can cover that conversion to an EV equivalent option.

In some cases, the EV option will potentially cost more than was initially budgeted for the ICE option, which means Council approval will be needed for additional funding. This is the case for a sweeper replacement which would cost over double when converting to EV (Figure 21). The City is considering delaying some of the replacements to allow for more time to plan.



Figure 21: RAVO R5e electric sweeper (Source: Fayat)

Another barrier to electrifying the fleet is that the City is running out of space to charge the EVs that are currently housed at Public Works, and with the upcoming construction, it doesn't make sense to add in more chargers right now. **This strategy is exploring ways to continue to make progress in advance of the 2030 PSM campus completion.**



Readiness & Capacity Study

Objective: Assess grid capacity, fleet charging demand, operations, & technology.

Although this project phase is focused on municipal EV expansion, care will be taken to assess how municipal charging infrastructure planned during this project phase can tie into the forthcoming Community Phase.

The Readiness & Capacity Study contains three sections:

3.1 Addressing Key Barriers: Inputs for the Readiness & Capacity Study and how to get ahead of technological, financial, and institutional barriers.

3.2 Current and Future EV Charging Demand Projections: An analysis of the coverage, demand, and future projections of City EVCI.

3.3 Assessment of Electrical Infrastructure: A detailed assessment of the current electrical infrastructure's capacity to support the projected EV charging load, both for the municipal fleet and with a view towards future community-wide EV adoption.

3.1 Addressing Key Barriers

There are significant technological, financial, and institutional barriers to the adoption of EVs for City vehicle fleets. To address these barriers, the City of Mercer Island should identify and understand the specific challenges related to technology, costs, and regulatory frameworks. This understanding will prepare the City to develop targeted strategies and solutions for effective fleet electrification.

3.1.1 Technological Barriers & Opportunities

Technological barriers include the availability and accessibility of charging infrastructure. Without sufficient charging stations, fleet operators face significant operational constraints. Additionally, supply chain limitations and constrained availability of suitable EV models to meet diverse fleet needs poses a challenge to City staff. Proactive measures to reduce these barriers may include:



Assessment of electrical infrastructure: Conduct an assessment of the current electrical infrastructure to determine if the existing transformers and power lines can handle projected EV charging demands. By identifying potential weaknesses or

limitations in the current infrastructure, the City can plan for necessary upgrades to support the fleet transition.

Evaluating site feasibility: Before EVSE installation, it's essential to evaluate the feasibility of the chosen sites. This includes assessing the grid capacity at each location to ensure it can support the additional load from EV chargers. Existing buildings and electrical infrastructure may not support EVCI and require retrofits. New construction provides an opportunity to integrate EVSE considerations into the design schematics from the beginning, including augmenting the power supply sustainably by integrating renewable energy sources, such as solar panels, to reduce the strain on the grid and promote environmental sustainability.

Monitoring technology: Keeping up with innovative technology and the product supply chain for EV materials will best prepare the City to adapt and plan for resources. For instance, [pandemic-related supply chain delays for vehicle computer chips doubled the raw material costs for EVs in 2020](#). As technology advances, it's important to regularly update the Fleet Transition Plan to reflect new developments and best practices. City staff should frequently review the Plan to ensure it remains relevant and effective.

Exploring with pilot programs: Test the effectiveness of EVs in real-world conditions before committing to a full-scale rollout. Pilot programs can provide valuable insights into the performance, reliability, operational challenges of EVs, and identify unforeseen implementation issues. By gathering data and feedback from these trials, cities can develop strategies to address inefficiencies and make more informed decisions about expanding their electric fleets.

3.1.2 Financial Barriers & Opportunities

Despite the long-term savings on maintenance and fuel, the costs associated with purchasing EVs and upgrading electrical infrastructure to support EV charging can be substantial. Consider the following actions to reduce financial barriers:

Innovative Procurement

Funding Programs

Grants & Incentives

Innovative procurement: Embrace innovative procurement structures to address capital roadblocks for the EV transition. Approaches such as leasing or public-private

partnerships can help spread out the initial investment over time, making it more manageable for the City. This could include performance-based contracts, where payments are tied to achieving specific outcomes, or energy-as-a-service models, where a third party owns and maintains the EVSE, and the City pays for the service.

Developing funding programs: Connect capital procurement with fuel cost and operational savings by tracking data as the City progresses toward electrification. Accrued vehicle fuel and maintenance savings should offset the price difference between ICE vehicles and EVs.

Grants and incentives: By seeking state grant funding, such as opportunities provided through the Department of Commerce’s Clean Energy Fund (CEF) for EV charging infrastructure, the City can obtain substantial financial support for the installation of necessary infrastructure. Additionally, exploring incentives offered by programs like PSE’s [Up & Go Electric for Fleet](#) can provide financial assistance and offset the capital expenses associated with purchasing EVs and installing charging infrastructure. These incentives also reduce ongoing operation and maintenance costs, making the transition to EVs more economically viable. Furthermore, adopting standards such as Advanced Clean Fleets (ACF), can provide technical assistance, funding opportunities, and recognition for leadership in fleet electrification.

3.1.3 Institutional Barriers & Opportunities

The City Council is engaged in discussions regarding long-term energy resilience, infrastructure readiness, and the strategic placement of EV charging stations to support the City’s transition to sustainable transportation. Their involvement includes considering the installation of conduit for future charging stations, exploring solar power generation for fleet electrification, and securing grants to begin an island-wide EV charging plan.

Institutional barriers encompass policy and regulatory challenges such as complex and lengthy permitting processes, which can delay the deployment of necessary charging infrastructure. Below are effective strategies to limit impacts from institutional barriers:



Policy and Regulation: Conduct a thorough review of existing policies and regulations to identify potential barriers to the EV transition. This review will help in developing solutions to address these barriers, such as updating outdated regulations or creating new policies that support EV adoption. Streamlined processes are needed for departments to opt for electric or zero-emission vehicles or equipment at the time of replacement. Identify which decision-makers need to be engaged and work with them to understand how to improve the process most effectively. Processes involving permitting, supply chain, and regulatory procedures with utilities may delay the charging infrastructure installments.

As the City expands its fleet charging infrastructure, it is essential to develop specific policies and standard operating procedures that outline department responsibilities, maintenance schedules, and expectations around charging. Tools like **ElectroTempo's Fleets and Hubs** can provide valuable information to assist with these policies.

Assess and improve fleet data: Accurate and accessible data is essential for tracking progress. Evaluate the current format and accessibility of fleet inventory data and report on EV fleet trends to identify areas of optimization. Tracking and reporting on variables like usage times and mileage will help the City to adjust their purchasing plans and charging schedules as needed, remaining agile as better data becomes available.

Workforce development: As described in [Section 2.5](#), new electric and zero emission vehicles require staff that know how to operate them, and it is essential to support internal workforce development to ensure departments and staff are up to date on opportunities and prepared to take on maintenance requirements as required. Provide targeted workforce training courses that provide education about mechanics, operations, and maintenance of EVs.

3.2 Current and Future EV Charging Demand Projections

3.2.1 Current Charging Coverage

As described in [Section 2.2.5](#), the City fleet currently comprises 131 vehicles and seacraft, 62 of which are considered in this study for replacement within the next 10 years. Of those, 55 are housed at the PSM facility and seven at the MICEC. Currently, there are three level 2 chargers installed at the closed City Hall/PSM site, which have the capacity to charge six vehicles at once. These are shown in Figure 22, just south of I-90 (in blue) which is designated as an Alternative Fuel Charging Corridor. There is one publicly-accessible level 2 charger at the MICEC site with the capacity to charge 2 vehicles. The three chargers at the PSM site are not expected to be usable during construction.



Figure 22: Location for three City EV Chargers

3.2.2 Future Charging Coverage

The number and type of chargers required to facilitate a successful fleet transition are described in detail in Section 2.3.3 for both the PSM and MICEC sites. Overall, across the two sites 18 level 3 DCFC chargers and 14 Level 2 chargers will be required. Each charger is capable of charging two vehicles, resulting in a total of 64 charging ports between the two sites. In all, the additional chargers will require approximately 2.43 MW of additional power.

| | |
|---|--------------------------------|
| <p>PSM Site: 28 chargers L2: 11 chargers DCFC: 17 chargers</p> | <p>Power required: 2.25 MW</p> |
| <p>MICEC Site: 4 chargers L2: 3 chargers DCFC: 1 charger</p> | <p>Power required: 178 kW</p> |

3.3 Assessment of Electrical Infrastructure

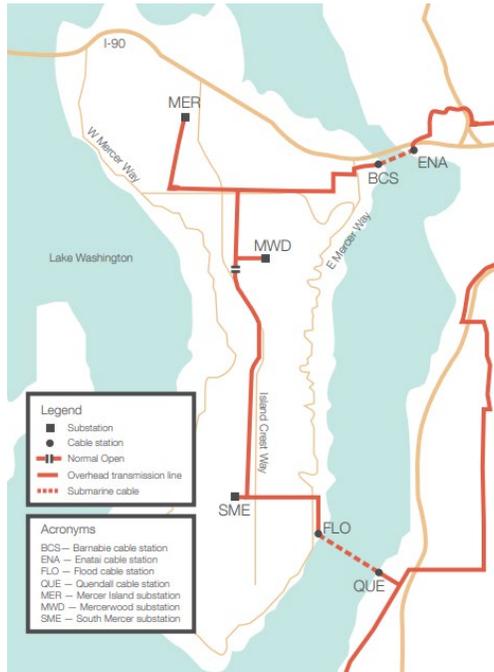


Figure 23: Mercer Island Electrical Infrastructure Map (PSE | Mercer Island Electric Upgrade Project)

3.3.1 Existing Grid Load Capacity

Mercer Island's power is supplied by Puget Sound Energy (PSE), a local utility that provides electric and natural gas services to several counties in Washington. The City's power is brought to the island via two submarine cables located at the North and South ends of the island (see Figure 23). At the time of writing this report, these two cables are capable of supplying 101 MW of electricity to Mercer Island. The City's power supply is also 100% renewable energy.

A 2022 load study indicates that Mercer Island's peak load reaches 44 MW in the summer and 37 MW in the winter. Assuming a 3 kW impact on peak load per EV that is being charged on the island, EVs currently contribute 9.8 MW towards the City's peak load.

3.3.2 Future Grid Load Capacity

PSE is working to upgrade the submarine cables that supply power to the City to improve the resilience of the grid system and increase the power supply from 101 MW capacity to approximately 170 MW capacity. This should provide ample power for both projected increases in demand and full electrification of not only the City's fleet but also the wider community. PSE estimates that EVs will comprise approximately 57 MW of additional future peak load while other sources of demand will account for 93 MW, for a total of roughly 150 MW of peak load. Mercer Island should be able to easily meet the power demands of full fleet electrification.

For the current project of City fleet electrification, load supply at each of the specific locations where fleet vehicles will be charged must also be considered. As the majority of fleet vehicles will be charged at the new City Hall/Public Works Maintenance Building Campus, care must be taken to ensure adequate power is supplied to the site during the design phase of this project. The new chargers at the PSM campus will require approximately 2.25 MW of power.

3.3.3 Mercer Island Utility Cable Upgrade

To keep up with increasing energy demands and improve reliability, Mercer Island's electrical infrastructure requires significant upgrades. Aging equipment increases the risk of power outages, making modernization essential for a stable and resilient power supply. PSE is in the early stages of designing improvements to its transmission and distribution network, including replacing the aging submarine cables that supply electricity to the island.

These upgrades will:

- Enhance service reliability
- Reduce the likelihood of power disruptions
- Ensure the future energy needs are met

The project team is collaborating with PSE to assess future energy capacity needs, including planning and funding support for the installation of EV charging stations. By sharing projected long-term requirements, the community can help ensure that the upgraded infrastructure is equipped to support increasing electrification and sustainability efforts. It would be both wasteful and cost-prohibitive to backtrack in case more power was required after the cable was installed.

3.3.4 Strategies for Grid Capacity Enhancement and Management

As technology and needs continue to change in the rapidly evolving space of vehicle electrification, the City should continue to work with PSE and EV subject-matter experts to develop, adjust, and implement long-term plans for electrification. Innovative new technologies become available each year and could be considered to augment the existing strategy presented in this report. Some potential additions to consider include:

- Integrating distributed energy resources (DERs)
- On-site solar generation
- Battery energy storage systems (BESS)

The City should also examine their local and State-level policies and regulations around EVs, grid infrastructure, solar installations, BESS, and other relevant sectors and technologies. Local development code should be amended as needed to facilitate a smooth EV transition, and any County, State, or Federal roadblocks to successful EV infrastructure implementation must be accounted for.



Bidirectional Infrastructure Charging Strategy

Objective: Assess the feasibility of integrating bidirectional charging capability into the fleet transition plan.

One of the key goals for this project was for the EV Fleet to have the potential to provide backup power during an emergency or extended power outage. This section provides an overview on what bidirectional charging is and how the team worked with Mercer Island to explore feasible options for this desired function, as well as the constraints on integrating this feature into Mercer Island’s fleet. This critical functionality could be achieved but would require additional investment in infrastructure to optimize efficiency and energy resilience.

Bidirectional charging capability is integral to developing system-wide energy resilience, making it possible to keep key City systems operational during extended power outages. A full bidirectional charging deployment provides a mechanism for balancing energy demand, increasing energy resiliency, and minimizing expense through load shifting and peak shaving.

The Bidirectional Infrastructure Charging Strategy contains three sections:

4.1 Bidirectional Charging Overview: A high-level explanation of bidirectional charging.

4.2 Compatible Electric Vehicles: A breakdown of the EVs that are compatible with both the City’s needs and bidirectional charging capability.

4.3 Infrastructure Components: Goes into detail on the different facets of a bidirectional charging system and the required elements.

4.1 Bidirectional Charging Overview

The primary bidirectional charging technology of interest is **Vehicle-to-Building (V2B)**, driven by the need for backup power during outages to maintain critical infrastructure. **Vehicle-to-Grid (V2G)** is not being considered due to PSE’s current policy, which prohibits connections that feed power back into the grid.

V2B technology enables EVs to discharge stored energy into a building’s electrical system, offering benefits such as enhanced energy resilience, cost optimization, and greater integration with renewable energy sources. However, realizing the full potential of V2B requires more than just compatible EVs—it also depends on a supporting ecosystem of infrastructure components.

Key elements include:

- Bidirectional charger
- Building integration system
- Energy management system (EMS)
- Battery Energy Storage System (BESS)
- Solar power generation

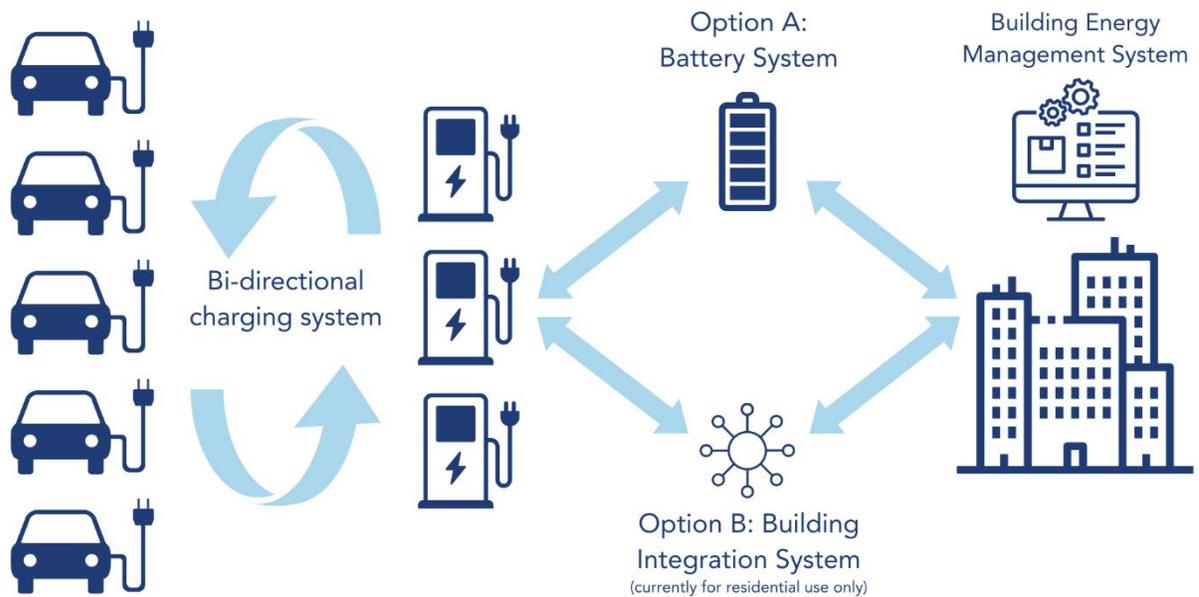


Figure 24: the components of a V2B system. These components are described in detail in Section 4.3.

Below, we explore the requirements for vehicles and infrastructure, followed by energy output estimates assuming a fully operational system.

4.2 Compatible Electric Vehicles

Currently, two EV models on the market support V2B functionality: the **Nissan Leaf** and the **Ford F-150 Lightning**. Additional models with upcoming V2B support include the **Hyundai Ioniq 5**, **Hyundai Ioniq 6**, **Kia EV6**, **Chevrolet Silverado EV**, and **GMC Hummer EV**.

At present, most vehicles support V2B only within the manufacturer's proprietary ecosystem, requiring specific installation and integration setups. For example:

- The **Nissan Leaf** supports bidirectional charging via **CHAdeMO**.
- The **Ford F-150 Lightning** uses the **Ford Charge Station Pro** and **Home Integration System**.

Within the fleet analyzed in this report, there are:

- **4 Nissan Leafs** (each with a 40-60 kWh battery)
- **Up to 21 vehicles** eligible for replacement with **Ford F-150 Lightnings** (each with a 98-131 kWh battery)

This translates to a **total potential battery capacity** of approximately **2,218 kWh to 2,991 kWh**.

Factoring in:

- ~20% efficiency losses due to charger and battery round-trip losses
- A 5% state-of-charge buffer (to protect battery health)

The **estimated usable energy supply** that could be generated through V2B integration is approximately **1,596 kWh to 2,153 kWh**. According to the [U.S. Energy Information Administration](#), essential facilities like fire and police stations require approximately 11.8 kWh per square foot to operate at full capacity, while the average government office requires approximately 14.3 kWh per square foot. This suggests that with the maximum power that could be supplied by V2B energy generation (2,153 kWh), only 150 square feet of the PSM campus could remain fully operational. While V2B could offer some supplemental power supply in an emergency, the City will still require additional power generation methods in order to remain operational during an extended period of power loss.

4.3 Infrastructure Components

4.3.1 Bidirectional Charger

A bidirectional charger allows for two-way energy flow; it charges the vehicle and discharges energy to the building. It must support both AC-DC and DC-AC conversions and be compatible with the vehicle's charging protocol (e.g., CHAdeMO or CCS with ISO 15118-20).

Example models include:

| Model | Cost* | Compatibility |
|-------------------------|---------|----------------------|
| Ford Charge Station Pro | \$1,310 | Ford F-150 Lightning |
| Wallbox Quasar 2 | \$6,440 | Kia EV9 |
| dcbel Ara | \$4,999 | Multiple models |

*excludes taxes and installation fees

4.3.2 Building Integration System

This system enables safe, automatic switching between power sources such as the grid, EVs, solar panels, or battery storage. It typically includes:

- A transfer switch
- Critical load panel
- Energy control hardware

For example, the **Sunrun Home Integration System** (Figure 25) works with the Ford F-150 Lightning to manage power source transitions during outages or peak demand periods. The system is tied directly into the building's electrical panel.



Figure 25: The Sunrun Home Integration System, which integrates with the Ford F-150 Lightning.

4.3.3 Energy Management System (EMS)

An EMS is essential for monitoring and optimizing energy flows between EVs and building loads. It enables:

- Load prioritization
- Demand response capabilities
- Smart discharge scheduling (e.g., based on utility rates or building load profiles)

EMS functionality may be integrated into the building's existing energy controller or provided via third-party platforms.

4.3.4 Solar Power and Battery Energy Storage System (BESS)

Adding solar power enhances sustainability and allows for off-grid operation. EVs can be charged by solar during the day and then used as a power source at night or during outages. Supplemental **stationary battery storage** can further increase system resilience by:

- Supporting higher load demands
- Providing backup power when EVs are unavailable or fully discharged
- Reducing energy costs with better load shifting and peak shaving
- Increasing clean energy utilization

Below is an example description of a potential BESS & solar arrangement that may fit Mercer Island's profile (though a full assessment would be required for specific numbers):

- Building Load: Approximately 2 MWh
- Peak EV Load: Approximately 2MWh
- Photovoltaic (PV) System: Production of 800 kWh to 850kWh
 - ~800 kW capacity of DC (direct current)
 - ~500 kW capacity of AC (alternating current)
- Battery Energy Storage System (BESS): Capacity range of approx. 1.5 MW / 1.375 MWh

The above scenario would cover roughly two-thirds of the total power demand. Hardware costs for a similar arrangement may range from \$500k - \$1M for each system (solar and BESS), though they will vary significantly depending on several factors, such as the type of solar panel and type of batteries (i.e., Lithium-Ion vs Iron Phosphate) desired. Other cost factors to consider include labor & construction overhead, professional services & permitting, and any applicable taxes. Some companies also offer leasing arrangements to avoid up-front capital expenditure.

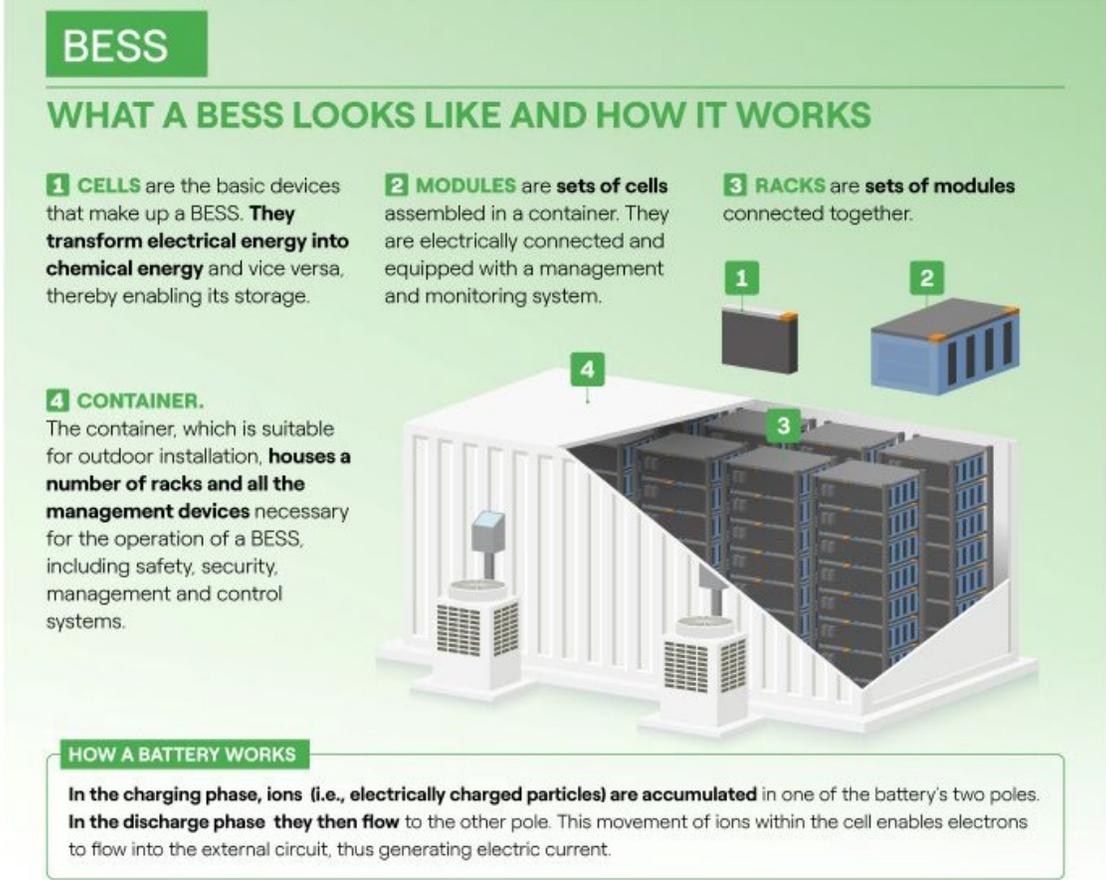


Figure 26: Detailed breakdown of the components of a BESS (Source: Enel Green Power).

Some commercially available systems include:

| Manufacturer | Capacity | Est. system cost |
|---------------------------------|------------------------|-----------------------------|
| Distributed Sun | Not specified | Unknown |
| Generac | 200kWh to multiple MWh | ~\$8K - \$22K |
| Exro | Up to 192 kWh per unit | Unknown |
| Cactus | Up to 430 kWh per unit | 10-year lease; ~\$800/month |

Commercial-scale BESS units vary widely in cost depending on a number of factors, including the battery type, the manufacturer, the capacity of the system, and whether the unit is purchased outright or leased. On average, the [National Renewable Energy Laboratory \(NREL\)](#) estimates that a lithium-ion BESS costs \$1,263-\$1,849 per kWh, although there are manufacturers who offer options both above and below this price range. As technological advances are made in this field, allowing for more efficient manufacturing processes, it is expected that the cost of installing BESS units will decrease significantly.



Implementation Strategy

Objective: Establish a clear, actionable roadmap for executing the City's fleet electrification goals

Using ElectroTempo's fleet transition scenarios, the City has a clear roadmap to electrification that will further the City's emissions reduction goals.

The Implementation Strategy contains six sections:

5.1 Deployment Using the ElectroTempo Transition Plan: Breaks down the timeline of vehicle replacement and charging infrastructure installation that is recommended by the ElectroTempo transition scenarios.

5.2 Organizational Roles and Governance Framework: Provides suggestions for who should be included in further planning and implementation of the plan.

5.3 Training Staff on EV Operation and Charger Maintenance: An overview of recommendations for training fleet users on operating and maintaining EVs.

5.4 Stakeholder Engagement: Suggestions for engaging fleet users on the plan and using the City's fleet electrification to promote expansion of EV use across the entire Mercer Island community.

5.5 Adaptive Management: Brief recommendations for adjusting the plan and integrating it into future planning efforts.

5.6 Monitoring: Suggestions for how the City can ensure EV rollout goes smoothly.

5.1 Deployment Using the ElectroTempo Transition Plan

ElectroTempo's software tools offer a detailed timeline of vehicle replacement and charger installation, offering data-driven decision support to align EV deployment with budget cycles, vehicle retirement schedules, and construction timelines. This plan will be further refined and updated as the PSM campus designs are finalized.

5.1.1 Fleet Transition Timeline at the PSM Site

[Section 2.3.3](#) of this plan presented two potential timelines for fleet transition at the PSM site. Scenario A delays any fleet transition until 2030 when construction at the PSM campus will be completed while Scenario B presents an option for slow transition of select vehicles prior to 2030. Under Scenario A, the City's fleet housed at the PSM site will be fully electrified by 2038. Despite the earlier investment in EVs under Scenario B, the City's fleet would not be electrified until 2039 using this plan in order to appropriately account for the required capital investments.

Vehicle and charger investments required by year (Scenario A):

| | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|--------------------------|----------|----------|----------|----------|-----------|-----------|-----------|----------|----------|
| Vehicles Replaced | 5 | 2 | 1 | 1 | 11 | 10 | 11 | 5 | 5 |
| Cars | 2 | 0 | 0 | 0 | 3 | 9 | 9 | 2 | 2 |
| Light Trucks | 1 | 0 | 1 | 0 | 6 | 1 | 0 | 1 | 1 |
| Heavy Equipment | 1 | 1 | 0 | 1 | 2 | 0 | 1 | 1 | 0 |
| Other | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 1 | 2 |
| New Chargers | 3 | 1 | 0 | 1 | 5 | 6 | 5 | 2 | 3 |
| DCFC | 2 | 1 | 0 | 1 | 1 | 3 | 4 | 1 | 2 |
| L2 | 1 | 0 | 0 | 0 | 4 | 3 | 1 | 1 | 1 |

Vehicle and charger investments required by year (Scenario B):

| | 2025 | 2026 | 2027 | 2028 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 |
|--------------------------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|----------|----------|----------|----------|----------|
| Vehicles Replaced | 5 | 3 | 3 | 2 | 4 | 2 | 1 | 1 | 11 | 5 | 8 | 2 | 3 | 1 |
| Cars | 5 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 3 | 4 | 8 | 1 | 1 | 1 |
| Light Trucks | 0 | 0 | 1 | 1 | 0 | 0 | 1 | 0 | 6 | 1 | 0 | 0 | 1 | 0 |
| Heavy Equipment | 0 | 1 | 1 | 0 | 0 | 1 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 |
| Other | 0 | 1 | 0 | 1 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 |
| New Chargers | 3 | 1 | 2 | 1 | 2 | 1 | 1 | 0 | 6 | 2 | 4 | 1 | 2 | 0 |
| DCFC | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 2 | 2 | 4 | 1 | 2 | 0 |
| L2 | 3 | 1 | 2 | 1 | 0 | 0 | 1 | 0 | 4 | 0 | 0 | 0 | 0 | 0 |

5.1.2 Fleet Transition Timeline at the MICEC Site

There are a total of seven vehicles housed at the MICEC site that will be replaced as part of the fleet transition. The vehicles at this site should be fully electrified by 2041.

| | 2025 | 2027 | 2028 | 2030 | 2039 | 2041 |
|--------------------------|----------|----------|----------|----------|----------|----------|
| Vehicles Replaced | 1 | 1 | 2 | 1 | 1 | 1 |
| Cars | 1 | | | | | |
| Light Trucks | | | | | | |
| Heavy Equipment | | | | | 1 | 1 |
| Other | | 1 | 2 | 1 | | |
| New Chargers | 1 | 0 | 1 | 1 | 1 | 0 |
| DCFC | 0 | 0 | 0 | 0 | 1 | 0 |
| L2 | 1 | 0 | 1 | 1 | 0 | 0 |

5.1.3 Recommendations for Vehicle Replacements

ElectroTempo compiled data on Mercer Island's existing fleet and generated recommendations for equivalent EV replacements.

Buses

| Vehicle Model | Replacement Options | Count |
|---------------|--|-------|
| Ford - E450 | <ul style="list-style-type: none"> Kenworth K270E Hino 195h EV BYD 8TT Peterbilt 220EV | 1 |
| Ford - E350 | <ul style="list-style-type: none"> Ford e-Transit Rivian Electric Delivery Van (EDV) Mercedes-Benz eSprinter BrightDrop Zevo 600 | 1 |

Heavy Duty Trucks

| Vehicle Model | Replacement Options | Count |
|-----------------------|--|-------|
| International - SA525 | <ul style="list-style-type: none"> Volvo VNR Electric 6x4 Tractor | 3 |
| Ford - F550 | | 3 |
| Ford - F450 | <ul style="list-style-type: none"> Nikola Tre BEV | 1 |
| Peterbilt - 348 | <ul style="list-style-type: none"> Lion8 Tractor | 1 |
| Isuzu - NPR HD | <ul style="list-style-type: none"> Kenworth T270 | 2 |
| Isuzu - NPR | | 2 |

| | | |
|--------------------|--|---|
| PETERBILT - GapVax | <ul style="list-style-type: none"> • Peterbilt 220EV • BYD 8R Electric Truck | 1 |
|--------------------|--|---|

Passenger Cars

| Vehicle Model | Replacement Options | Count |
|-----------------------|--|-------|
| Ford - Focus ZX4 | <ul style="list-style-type: none"> • Tesla Model 3 • Polestar 2 • BMW i4 • Hyundai Ioniq 6 | 1 |
| Toyota - Prius ZVW30L | | 1 |
| Ford - Fusion S | | 1 |

Pickup Trucks

| Vehicle Model | Replacement Options | Count |
|------------------------|---|-------|
| Ford - F350 | <ul style="list-style-type: none"> • Ford Lightning • Rivian R1T • Chevrolet Silverado EV • GMC Hummer EV | 12 |
| Nissan - Frontier | | 7 |
| Ford - F150 | | 6 |
| Ford - F250 | | 5 |
| Ford - Ranger | | 4 |
| Chevrolet - Colorado | | 2 |
| Ford - 3500HD | | 1 |
| Ford - F250 Super Duty | | 1 |
| Ford - F550 | <ul style="list-style-type: none"> • Volvo VNR Electric 6x4 Tractor • Freightliner eCascadia • Nikola Tre BEV • Lion8 Tractor | 3 |
| Ford - F350 Super Duty | | 3 |

Police Sedans

| Vehicle Model | Replacement Options | Count |
|------------------|--|-------|
| Ford - FUSION SE | <ul style="list-style-type: none"> • Tesla Model 3 • Polestar 2 • BMW i4 • Hyundai Ioniq 6 | 2 |

SUVs

| Vehicle Model | Replacement Options | Count |
|-------------------|--|-------|
| Ford - Explorer | <ul style="list-style-type: none"> • Tesla Model X • Rivian R1S • Audi e-tron • BMW iX | 12 |
| Ford - Escape | | 7 |
| JEEP - WRANGLER | | 1 |
| Chevrolet - Tahoe | | 1 |
| Ford - Escape XLS | | 1 |

Vans

| Vehicle Model | Replacement Options | Count |
|--------------------------|--|-------|
| Chevrolet - Express | <ul style="list-style-type: none"> • Ford e-Transit • Rivian Electric Delivery Van (EDV) • Mercedes-Benz eSprinter • BrightDrop Zevo 600 | 3 |
| Ford - TRANSIT | | 1 |
| Ford - Econoline 150 | | 1 |
| KIA - SEDONA | <ul style="list-style-type: none"> • Tesla Model X • Rivian R1S • Audi e-tron • BMW iX | 1 |
| Dodge - Grand Caravan RT | | 1 |

Small Tractors

There are currently no EV models equivalent to Mercer Island's small tractor fleet that are suitable for recommendation. As the EV market continues to evolve, we expect suitable EVs to come onto the market within the next decade.

5.2 Organizational Roles & Governance Framework

A successful EV transition requires strong leadership, clear policy, and cohesive inter-departmental and inter-agency coordination. Establishing a dedicated framework for governance ensures accountability and streamlines decision-making throughout the electrification process. We recommend that Mercer Island develop a working group to oversee the fleet transition process. This working group should include, at a minimum:

- **Fleet Transition Lead:** This can be anyone within the City staff with the capacity and subject-matter knowledge to advance the fleet transition.
- **City Council Representative:** A City Councilor or their representative should be included throughout the planning and implementation process to facilitate buy-in from the City Council.
- **Key Fleet Users:** Representatives of the departments that operate the greatest number of fleet vehicles should also be included throughout the planning and implementation process. For Mercer Island this should include representatives from the:
 - Police Department
 - Public Works Department
 - Parks and Recreation Department
- **Puget Sound Energy (PSE):** The City should work with PSE throughout the planning process and during installation of new charging infrastructure to

ensure appropriate grid infrastructure and resources are in place for current and future charging needs.

- **Subject Matter Experts:** On an as-needed basis determined by the Fleet Transition Lead. Could include EV industry experts to assist with choosing new equipment, planning experts to assess and update the plan, and members of the fire department to review the safety and siting of EV charging stations.

5.3 Training Staff on EV Operation and Charger Maintenance

To ensure efficient, effective, and safe operations of the EV fleet transition, it is important to provide adequate operational behavior training for staff focusing on operation and maintenance of EVs. Fleet training should be offered to staff including EV drivers and vehicle technicians. Technicians will need to be trained in repairing and maintaining EVs, and drivers will need to be trained in the use and charging of EVs.

Staff training can provide insights on how to optimize EV performance and battery longevity. Best practices for operating and storing EVs should be followed, such as parking EVs in moderate temperature locations. Additional considerations for staff education may include fleet managers needing to reevaluate baseline maintenance schedules and create new maintenance plans, as EVs require less maintenance than ICE vehicles but have unique maintenance needs related to charging infrastructure and high-voltage systems. Addressing these operational considerations ensures a smooth and effective transition to an EV City fleet.

5.3.1 EV Fleet Driving Education

EV driving education can support employee understanding and comfort with operating an EV by providing comprehensive training programs. Aspects to consider for this program may include:

Knowledge Building

- **Driver education** teaches drivers about the basics of EV systems, including best practices for driving and charging EVs. Highlights the value of distributed resources in batteries and their role in energy management.
- **EV Communications Plan** focuses on developing clear and consistent messaging to explain the differences between EVs and traditional gasoline/diesel vehicles. It ensures all drivers understand the environmental and economic benefits of using EVs and uses various communication channels (e.g., newsletters, meetings, intranet) to keep everyone informed about EV-related updates and initiatives.

Skill Development

- **Training requirements** may be integrated into the onboarding process for new drivers, with specialized training modules for drivers of medium and heavy-duty EVs. Training materials should be regularly updated to reflect the latest advancements in EV technology and best practices.
- **Hands-on experience** provides organized ride-and-drive events where staff can test drive EVs and electric equipment. Practical sessions familiarize drivers with EV controls, charging stations, and maintenance procedures, offering opportunities for drivers to experience different types of EVs, including medium and heavy-duty vehicles.

Safety and Support

- **Address safety questions** by establishing a clear process for EV safety concerns and emergency response procedures, including internal protocols for battery management and low battery scenarios. Provide resources and contacts for EV-related issues.
- **Information sharing** to ensure that EV information, resources, and experiences are widely available to employees and the community. Consider creating a platform for sharing lessons learned and best practices within the organization, encouraging open communication and feedback to continuously improve the EV program.

Community and Culture

- **Promote cooperation** by sharing successful ZEV deployment stories and strategies. Foster a culture of learning and innovation around EV adoption and sustainability. Partnerships with other organizations and communities are encouraged to expand the impact of EV initiatives.
- **Acknowledge excellence** by encouraging and recognizing outstanding performance for EV operation and progress on sustainability objectives in City plans.

5.3.2 EV Fleet Maintenance Education

EV fleet maintenance education ensures that staff are well-prepared to handle the unique maintenance requirements of EVs. Training for this program should focus on skill enhancement, efficiency, and collaboration to maintain a reliable and efficient EV fleet.

Skill Enhancement

- **Workforce development** supports staff by updating employees with the latest opportunities and prepares them to handle the maintenance requirements of an EV fleet. By investing in continuous learning and development, the organization can build a skilled and knowledgeable team capable of maintaining the fleet efficiently.
- **Training and skill building** focuses on reviewing available EV training programs and skill-building opportunities for fleet technicians. Enrolling staff in these programs enhances their expertise and ensures they are well-equipped to manage the unique challenges of EV maintenance. This proactive approach to training ensures that technicians are always prepared to handle any maintenance issues that arise.

Efficiency and Clarity

- **Warranty clarity** is beneficial for fleet technicians to understand what maintenance tasks they should perform and what is covered by vehicle and equipment warranties. By clarifying these details, the organization can avoid unnecessary repairs and ensure that technicians focus on tasks that are not covered by warranties. This clarity helps streamline maintenance operations and reduces costs.
- **Assess technician needs** to evaluate the current capacity of the maintenance team and determine if there is a need for additional technicians. This assessment helps in planning and allocating resources effectively.

Collaboration and Support

- **Develop partnerships** to facilitate the exchange of knowledge and experiences, leading to continuous improvement in maintenance practices.
- **Utilize local vendors** to build strong community relationships for more efficient and responsive maintenance operations.

5.3.3 Training and Certification Programs

A number of resources already exist for EV training, with national, state, and regional stakeholders leading efforts to develop specialized training for a variety of roles.

EV Champion Training Series



U.S. DEPARTMENT
of ENERGY

DOE, in partnership with the National Renewable Energy Laboratory, has developed a four-part video series to deliver expert insights and resources on fleet

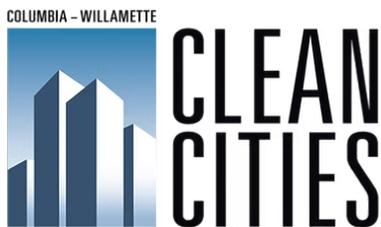
electrification. This series provides overviews on EV technology, financial considerations, EV infrastructure, and driving EVs.

Electric Vehicle Infrastructure Training Program (EVITP)



This program provides training and certification for electricians installing EV supply equipment. Local governments that anticipate a significant number of EVSE installations should consider having electrical inspection officials be certified in EV installation through EVITP or a similar educational program. EVITP is a 24-hour course set up to train and certify electricians throughout California to install residential and commercial EVSE. Require EVITP or similar accredited program certification for the installation of the electrical system of EV chargers to ensure safety and effectiveness, starting with publicly funded projects in 2025, and later for privately funded projects.

Columbia-Willamette Clean Cities Coalition (CWCC)



CWCC created a Workforce Training Hub curriculum for EVs and EVSE. The course is tailored specifically to medium- and heavy-duty EVs but is practical for all classes of EVs.

SAE International



SAE International has a developed program to verify technicians who maintain, repair, and operate EV charging stations through their EVSE Technician Certification.

5.4 Stakeholder Engagement

The successful and equitable acceleration of EV adoption requires comprehensive engagement with a diverse range of stakeholders, from internal governmental departments to the broader public.

5.4.1 Education and Engagement

Mercer Island should continue to involve diverse stakeholders early in the process to align shared goals and coordinate efforts across different departments. This collaborative approach will ensure that all relevant parties are on the same page, fostering a comprehensive and unified strategy for fleet electrification. By focusing on education and engagement, the City can build a supportive environment that facilitates the transition to a sustainable and resilient transportation system.

Educational initiatives should address specific concerns fleet users may have related to EVs, such as their efficacy in evacuations and emergencies and range anxiety—the worry that an EV will run out of charge before reaching a charging station.

The project team has created branding and educational materials and shared them at a table at an Earth Day event on April 5 to inform the community about the EV strategy and to gather feedback. Minor feedback was received regarding the actual fleet transition, though several community members expressed support for an electric City fleet and expanded EV infrastructure more broadly across the community. Some community members expressed concerns about charging access for multifamily housing residents, a topic that will be further explored in the Community Phase.



Figure 27: Events like the Leap for Sustainability Fair held at MICEC offer opportunities to engage the community on the EV plan.

5.4.2 Leading by Example

The City's fleet electrification program provides an excellent opportunity to demonstrate to community members what an EV future looks like in Mercer Island. As the City prepares to move into the next phase of EV transition by examining where and how to expand public and community access to EVCI, it will be important to make visible the EV transition the City is already undertaking. Informational pamphlets,

presentations, and outreach events can all be utilized to share with the broader community the steps the City will be taking over the next decade to transition to EVs.

The City will use multiple communication platforms and outreach methods to inform and involve stakeholders, including:

Surveys and Online Feedback Tools - Continuing to gather public input on EV adoption, infrastructure needs, and perceived barriers.

City Website and Newsletters - Regular updates on the EV strategy, funding opportunities, and next steps.

Public Workshops and Town Halls - Facilitating discussions on the benefits and challenges of EV adoption and addressing community questions.

Tabling Events at Community Gatherings - Providing direct engagement opportunities at farmers' markets, City fairs, and other local events to share information and answer questions.

Lunch and Learns for Businesses and Employees - Hosting educational sessions on fleet electrification, available incentives, and cost savings associated with EV adoption.

Collaboration with Regional Partners - Working with transit agencies, neighboring cities, and advocacy groups to align efforts and share best practices.

Evident in Figure 27, surveys and outreach have provided insights into community support for EV transition. The City can also engage stakeholders by sharing the plan and the next steps on the City's website and through newsletters.

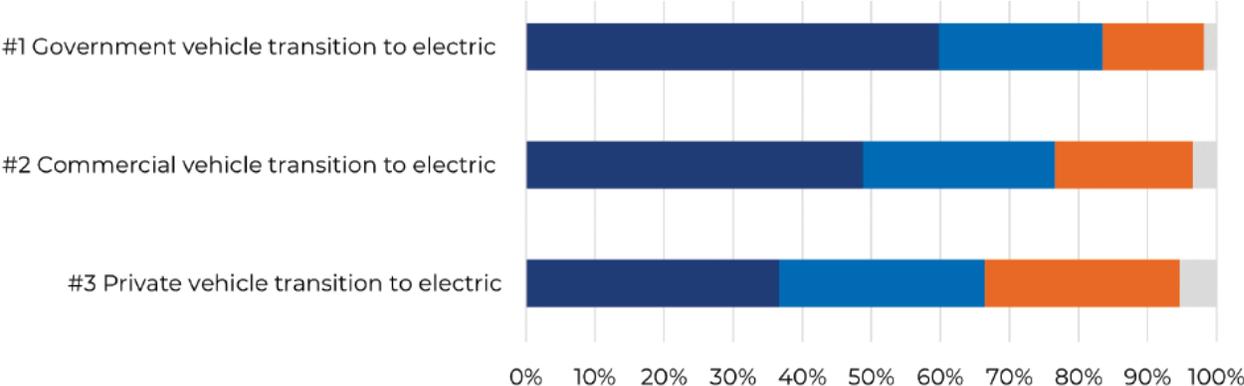


Figure 28: Results from CAP survey on support for potential EV transition priorities show that government transition was most supported.

5.5 Adaptive Management

The EVCI plan is inherently a dynamic and "living document," requiring continued adaptation and refinement. The rapid evolution of EV technology, coupled with the long-term nature of infrastructure development and potential changes in local construction plans, necessitates an iterative approach to ensure the plan remains effective and responsive to current conditions. This is particularly true for Mercer Island, as the City's fleet transition timeline is in large part contingent on the completion of the new PSM campus and acquisition of the adjacent site for additional City services.

5.5.1 Monitoring Evolving Technology

While the transition timeline and plan presented in this document represents the best available options in 2025, EVs are a fast-evolving sector, with new technologies available regularly. The City should continuously monitor the available EV technologies to evaluate and update the transition plan as needed. Some key resources to monitor include:

- [National Renewable Energy Laboratory \(NREL\)](#): generates research on emerging energy technologies for the US DOE.
- [Energy Star Electric Vehicle Chargers](#): provides resources on EV Chargers that meet Energy Star standards, a recognized standard in energy efficiency that will help the City choose products that reduce GHG emissions.
- [California Electric Transportation Coalition \(CalETC\)](#): a California-based non-profit focused on furthering expansion of electric transportation.

5.5.2 Compatibility with Construction Plans

Throughout the development of the next phase of this project, the City and their consultant will continue to work with the architecture and design team for the new PSM campus to ensure that the building plans can support full electrification of the City fleet housed at this site.

5.5.3 Integration with Community Charging

Throughout the development of the next phase of this project, the City and their consultant will evaluate how the City's fleet electrification can work in tandem with the expansion of public charging infrastructure.

5.6 Monitoring

A robust process for monitoring and evaluation is vital to ensure the EVCI plan meets its desired outcomes and remains aligned with the City's goals.

Performance Indicators

Key metrics to assess the effectiveness of the electric vehicle (EV) infrastructure plan include:

- Data on charger performance, such as charging rates, usage levels, and peak demand periods.
- Financial outcomes, including operating costs and maintenance expenses.
- Feedback from EV drivers.

The City should establish a feedback system to work with fleet users throughout the transition process to assess progress and success of the fleet electrification.



Figure 29: Tabling for the EV plan at the Leap for Sustainability Fair, April 2025.



Conclusion / Next Steps

Summary of Key Findings

The Mercer Island Electric Vehicle Charging Infrastructure (EVCI) Strategy outlines a clear and actionable roadmap for electrifying the City's vehicle fleet and supporting a community-wide transition to electric vehicles. The following key findings emerged from this comprehensive strategy:

- **Fleet Electrification as a Starting Point:** The City will begin by electrifying its own municipal fleet, setting the foundation for broader community adoption and aligning with the 2023 Climate Action Plan goal to electrify City operations.
- **Support for Climate Goals:** The EVCI strategy is designed to directly support Mercer Island's carbon reduction targets for 2030 and 2050 by reducing transportation-related greenhouse gas (GHG) emissions.
- **Community-Wide Transition Readiness:** Technical assessments and planning indicate that Mercer Island has the readiness and capacity to scale EV infrastructure to support residents, businesses, and visitors.
- **Bi-Directional Charging Opportunity:** The strategy explores bi-directional charging technologies, such as Vehicle-to-Building (V2B), to enhance energy resilience and create value beyond mobility.
- **Commitment to Equity and Sustainability:** The City is prioritizing equitable access to EV infrastructure and embracing sustainability not only through emissions reduction but also through smart fiscal planning and inclusive community engagement.
- **Regional Leadership and Collaboration:** Mercer Island is positioning itself as a regional leader in transportation electrification, collaborating with internal departments, regional partners, and industry experts to shape a resilient, future-forward mobility system.

This strategy marks a significant step in realizing a clean, accessible, and reliable transportation future for all Mercer Island residents.



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FULL REPORT | FEBRUARY

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- [State Agency EV-EVSE Guide \(PDF\)](#)
- [PEV Dialogue Group](#)
- [An Action Plan to Integrate Plug-In EVs with US Electrical Grid](#)
- [NERC study of Oregon EV Industry 2013 \(PDF\)](#)
- [PEV Task Force Report 2013 \(PDF\)](#)
- [White Paper: Social Cost of Carbon \(PDF\)](#)
- [WA State DOT Hybrid Vehicle & Alt Fuel Reports](#)
- [Auto Alliance ZEV sales](#)
- [Plug In Electric Vehicle Registrations in Washington by County \(PDF\)](#)

Statewide Initiatives

- [Electric Fleets Initiative \(PDF\)](#)
- [Electric Vehicle Infrastructure Pilot Program](#)
- [Executive Order 20-01 \(PDF\)](#)
- [West Coast Green Highway](#)
- [Volkswagen Settlement Funds](#)

Information for Consumers

- [Why Go Plug-in?](#)
- [US Department of Energy EV Guide](#)
- [Fueleconomy.gov EV Page \(with model comparisons\)](#)
- [Federal Financial Incentives](#)
- [State Financial Incentives](#)
- EV Selection Guide ([Forth](#)) ([Plug In America](#))
- [Find a Charging Station](#)

Information for Policymakers, State and Local Government

- [State Procurement Rules and Resources](#)
- [2015-2020 State EV Strategy \(PDF\)](#)
- [State Agency EV Guide \(PDF\)](#)
- [Local Government EV Planning](#)
- [State Vehicle Contract](#)



2026 PLANNING SCHEDULE

Item 19.

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.

| MARCH 17, 2026 | | DD | FN | CA | Clerk | CM |
|--------------------------|---|-----|-----|--|-------|-----|
| ABSENCES: | | 3/5 | 3/6 | 3/6 | 3/9 | 3/9 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
| CONSENT AGENDA | | | | | | |
| -- | AB 6882: March 10, 2026 Payroll Certification | | | Ali Spietz/Nicole Vannatter | | |
| -- | AB 6883: Certification of Claims February 16-28, 2026 | | | LaJuan Tuttle/Ashley Olson | | |
| -- | AB 6884: Vietnam Veteran's Day 2026, Proclamation No. 378 | | | Mayor Rosenbaum/Andrea Larson | | |
| | AB XXXX: 60 th MIPA Circus Day, Proclamation No. XXX | | | Mayor Rosenbaum/Andrea Larson | | |
| -- | AB 6885: 76 th Avenue SE Mid-Block Crossing and ADA Improvements Bid Award | | | Jason Kintner/Clint Morris/Rebecca Corigliano | | |
| -- | AB 6886: Renewal of Interim Regulations related to STEP Housing (HB 1220) (Second Reading Ord. No. 26-02) | | | Jeff Thomas/Molly McGuire | | |
| REGULAR BUSINESS | | | | | | |
| 15 | AB 6887: Arts Council, Open Space Conservancy Trust, and Utility Board Vacancy Appointments (Resolution Nos. 1690 and 1691) | | | Mayor Rosenbaum/Andrea Larson | | |
| 60 | AB 6888: GMA Compliance Strategy | | | Jeff Thomas/Alison Van Gorp | | |
| 60 | AB 6891: City Hall Facility Review and Council Direction on Facility Strategy Goals & Objectives | | | Jessi Bon/Jason Kintner/Kellye Hilde/Robbie Cunningham Adams | | |
| EXECUTIVE SESSION | | | | | | |
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| APRIL 7, 2026 | | DD | FN | CA | Clerk | CM |
|--------------------------|---|------|------|--|-------|------|
| ABSENCES: | | 3/26 | 3/27 | 3/27 | 3/30 | 3/30 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
| STUDY SESSION | | | | | | |
| 60 | AB xxxx: Deane's Children's Park Site Plan – Preferred Site Plan Review | | | Jason Kintner/Kellye Hilde/Shelby Perrault | | |
| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: March 25, 2026 Payroll Certification | | | Ali Spietz/Nicole Vannatter | | |
| -- | AB xxxx: Certification of Claims March 1-15, 2026 | | | LaJuan Tuttle/Ashley Olson | | |
| -- | AB xxxx: Autism Acceptance Month, Proclamation No. xxx | | | Mayor Rosenbaum/Andrea Larson | | |
| -- | AB xxxx: Sexual Assault Awareness Month, Proclamation No. xxx | | | Mayor Rosenbaum/Andrea Larson | | |
| -- | AB xxxx: Black Wellness Week, Proclamation No. xxx | | | Mayor Rosenbaum/Andrea Larson | | |

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| | AB 6841: 2025-2026 Work Plan Update (Tentative) | Jessi Bon |
| | AB xxxx: Public Works Building Seismic Retrofit Project Closeout | Jason Kintner/Kellye Hilde/ Shelby Perrault/Connor Dimick |
| REGULAR BUSINESS | | |
| 60 | AB xxxx: 2027-2032 Six-Year Transportation Improvement Program (TIP) Preview and Public Hearing | Jason Kintner/Clint Morris/Rebecca Corigliano/Ian Powell |
| 90 | AB xxxx: HOLD FOR CITY FACILITIES AGENDA ITEM | Jessi Bon/Jason Kintner/Kellye Hilde/Robbie Cunningham Adams |
| 30 | AB xxxx: Water Supply Pipeline Project Update | Jason Kintner/Kellye Hilde/Clint Morris/Ian Powell |
| 30 | AB XXXX: 2025-2026 Work Plan Update | |
| EXECUTIVE SESSION | | |
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| APRIL 21, 2026 | | DD | FN | CA | Clerk | CM |
| ABSENCES: | | 4/9 | 4/10 | 4/10 | 4/13 | 4/13 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
| STUDY SESSION | | | | | | |
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| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: April 10, 2026 Payroll Certification | | | Ali Spietz/Nicole Vannatter | | |
| -- | AB xxxx: Certification of Claims March 16-31, 2026 | | | LaJuan Tuttle/Ashley Olson | | |
| -- | AB xxxx: Earth Day, Proclamation No. xxx | | | Mayor Rosenbaum/Alanna DeRogatis | | |
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| REGULAR BUSINESS | | | | | | |
| 60 | AB xxxx: GMA Compliance Strategy | | | Jeff Thomas/Alison Van Gorp | | |
| 60 | AB xxxx: Capital Project Update | | | Jason Kintner/Kellye Hilde | | |
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| EXECUTIVE SESSION | | | | | | |
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| MAY 5, 2026 | | DD | FN | CA | Clerk | |
|--------------------------|---|------|------|------|--|------|
| ABSENCES: | | 4/23 | 4/24 | 4/24 | 4/27 | 4/27 |
| ITEM TYPE TIME TOPIC | | | | | STAFF | |
| STUDY SESSION | | | | | | |
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| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: April 24, 2026 Payroll Certification | | | | Ali Spietz/Nicole Vannatter | |
| -- | AB xxxx: Certification of Claims April 1-15, 2026 | | | | LaJuan Tuttle/Ashley Olson | |
| -- | AB xxxx: Affordable Housing Week Proclamation No. xxx | | | | Mayor Rosenbaum/Alison Van Gorp | |
| -- | AB xxxx: Deane’s Children’s Park Site Plan Adoption | | | | Jason Kintner/Kellye Hilde/ Shelby Perrault | |
| REGULAR BUSINESS | | | | | | |
| 15 | AB xxxx: 2026 Board and Commission Appointments | | | | Mayor Rosenbaum/Andrea Larson | |
| 30 | AB xxxx: 2027-2032 Six-Year Transportation Improvement Program (TIP) Adoption | | | | Jason Kintner/Matt Mornick/ Clint Morris/Rebecca Corigliano/Ian Powell | |
| 90 | AB xxxx: HOLD FOR CITY FACILITIES AGENDA ITEM | | | | Jessi Bon/Jason Kintner/Kellye Hilde/Robbie Cunningham Adams | |
| 30 | AB xxxx: Luther Burbank Park Waterfront Improvements – Bid Award | | | | Jason Kintner/Kellye Hilde/ Shelby Perrault/Sarah Blugas | |
| 30 | AB xxxx: 2025 Year-end Financial Status Update and Budget Amending Ordinance | | | | Matt Mornick/ LaJuan Tuttle | |
| EXECUTIVE SESSION | | | | | | |
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| MAY 19, 2026 | | DD | FN | CA | Clerk | CM |
|--------------------------|--|-----|-----|-----|-----------------------------|------|
| ABSENCES: | | 5/7 | 5/8 | 5/8 | 5/11 | 5/11 |
| ITEM TYPE TIME TOPIC | | | | | STAFF | |
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| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: May 10, 2026 Payroll Certification | | | | Ali Spietz/Nicole Vannatter | |
| -- | AB xxxx: Certification of Claims April 16-30, 2026 | | | | LaJuan Tuttle/Ashley Olson | |
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| JUNE 2, 2026 | | DD | FN | CA | Clerk | |
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| ABSENCES: | | 5/20 | 5/21 | 5/21 | 5/22 | 5/22 |
| ITEM TYPE TIME TOPIC | | | | | STAFF | |
| STUDY SESSION | | | | | | |
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| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: May 25, 2026 Payroll Certification | | | | Ali Spietz/Nicole Vannatter | |
| -- | AB xxxx: Certification of Claims May 1-15, 2026 | | | | LaJuan Tuttle/Ashley Olson | |
| -- | AB xxxx: Pride Month, Proclamation No. xxx | | | | Mayor Rosenbaum/Merrill Thomas-Schadt | |
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| REGULAR BUSINESS | | | | | | |
| 15 | AB xxxx: Public Hearing and Renewal of Interim Regulations related to Middle Housing and ADU's (HB 1110 / HB 1337) (First Reading Ord. No. 26-xx) | | | | Jeff Thomas/Molly McGuire | |
| 15 | AB xxxx: Public Hearing and Renewal of Interim Regulations related to Unit Lot Subdivisions (SB5258) (First Reading Ord. No. 26-xx) | | | | Jeff Thomas/Molly McGuire | |
| 30 | AB xxxx: Q1 2026 Financial Status Update and Budget Amending Ordinance | | | | Matt Mornick/ Ben Schumacher | |
| 90 | AB xxxx: HOLD FOR CITY FACILITIES AGENDA ITEM | | | | Jessi Bon/Jason Kintner/Kellye Hilde/Robbie Cunningham Adams | |
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| JUNE 16, 2026 | | DD | FN | CA | Clerk | CM |
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| ABSENCES: | | 6/4 | 6/5 | 6/5 | 6/8 | 6/8 |
| ITEM TYPE TIME TOPIC | | | | | STAFF | |
| STUDY SESSION | | | | | | |
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| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: June 10, 2026 Payroll Certification | | | | Ali Spietz/Nicole Vannatter | |
| -- | AB xxxx: Certification of Claims May 16-31, 2026 | | | | LaJuan Tuttle/Ashley Olson | |
| -- | AB xxxx: Renewal of Interim Regulations related to Middle Housing and ADU's (HB 1110 / HB 1337) (Second Reading Ord. No. 26-xx) | | | | Jeff Thomas/Molly McGuire | |
| -- | AB xxxx: Renewal of Interim Regulations related to Unit Lot Subdivisions (SB5258) (Second Reading Ord. No. 26-xx) | | | | Jeff Thomas/Molly McGuire | |
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| REGULAR BUSINESS | | |
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| 60 | AB xxxx: GMA Compliance Strategy | Jeff Thomas/Alison Van Gorp |
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| EXECUTIVE SESSION | | |
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| JULY 7, 2026 | | DD | FN | CA | Clerk | CM |
|--------------------------|--|---|------|------|-------|------|
| ABSENCES: | | 6/25 | 6/26 | 6/26 | 6/29 | 6/29 |
| ITEM TYPE TIME TOPIC | | | | | STAFF | |
| STUDY SESSION | | | | | | |
| 60 | AB xxxx: Clarke & Groveland Infrastructure Plan – Preferred Infrastructure Plan Review | Jason Kintner/Kellye Hilde/ Shelby Perrault/Sarah Bluvas | | | | |
| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: June 25, 2026 Payroll Certification | Ali Spietz/Nicole Vannatter | | | | |
| -- | AB xxxx: Certification of Claims June 1-15, 2026 | LaJuan Tuttle/Ashley Olson | | | | |
| -- | AB xxxx: Parks & Recreation Month, Proclamation No. xxx | Mayor Rosenbaum/Ryan Daly | | | | |
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| REGULAR BUSINESS | | | | | | |
| 60 | AB xxxx: HOLD FOR CITY FACILITIES AGENDA ITEM | Jessi Bon/Matt Mornick/Robbie Cunningham Adams | | | | |
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| JULY 21, 2026 | | DD | FN | CA | Clerk | CM |
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| ABSENCES: | | 7/9 | 7/10 | 7/10 | 7/13 | 7/13 |
| ITEM TYPE TIME TOPIC | | | | | STAFF | |
| STUDY SESSION | | | | | | |
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| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: July 10, 2026 Payroll Certification | Ali Spietz/Nicole Vannatter | | | | |

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| -- | AB xxxx: Certification of Claims June 16-30, 2026 | LaJuan Tuttle/Ashley Ols |
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| REGULAR BUSINESS | | |
| 30 | AB xxxx: HOLD FOR CITY FACILITIES AGENDA ITEM | Jessi Bon/Matt Mornick/Robbie Cunningham Adams |
| 60 | AB xxxx: GMA Compliance Strategy | Jeff Thomas/Alison Van Gorp |
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| EXECUTIVE SESSION | | |
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| AUGUST 4, 2026 – POTENTIALLY CANCELED | | DD | FN | CA | Clerk | CM |
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| ABSENCES: | | 7/23 | 7/24 | 7/24 | 7/27 | 7/27 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
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| AUGUST 18, 2026 – POTENTIALLY CANCELED | | DD | FN | CA | Clerk | CM |
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| ABSENCES: | | 8/6 | 8/7 | 8/7 | 8/10 | 8/10 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
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| SEPTEMBER 1, 2026 | | DD | FN | CA | Clerk | CM |
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| ABSENCES: | | 8/20 | 8/21 | 8/21 | 8/24 | 8/24 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
| STUDY SESSION | | | | | | |
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| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: July 25, 2026 Payroll Certification | | | Ali Spietz/Nicole Vannatter | | |
| -- | AB xxxx: August 10, 2026 Payroll Certification | | | Ali Spietz/Nicole Vannatter | | |
| -- | AB xxxx: August 25, 2026 Payroll Certification | | | Ali Spietz/Nicole Vannatter | | |
| -- | AB xxxx: Certification of Claims July 1-15, 2026 | | | LaJuan Tuttle/Ashley Olson | | |
| -- | AB xxxx: Certification of Claims July 16-31, 2026 | | | LaJuan Tuttle/Ashley Olson | | |
| -- | AB xxxx: Certification of Claims August 1-15, 2026 | | | LaJuan Tuttle/Ashley Olson | | |
| -- | AB xxxx: National Recovery Month, Proclamation No. xxx | | | Mayor Rosenbaum/Derek Franklin | | |
| -- | AB xxxx: National Preparedness Month, Proclamation No. xxx | | | Mayor Rosenbaum/Amanda Keverkamp | | |
| -- | AB xxxx: Mayor Rosenbaum’s Day of Concern for the Hungry, Proclamation No. xxx | | | Mayor Rosenbaum/Derek Franklin | | |
| -- | AB xxxx: Childhood Cancer Awareness Month, Proclamation No. xxx | | | Mayor Rosenbaum/Andrea Larson | | |
| -- | AB xxxx: Clarke & Groveland Infrastructure Plan Adoption | | | Jason Kintner/Kellye Hilde/ Shelby Perrault/Sarah Bluvas | | |
| REGULAR BUSINESS | | | | | | |

Item 19.

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|--------------------------|---|---------------------------|
| 15 | AB xxxx: Public Hearing and Renewal of Interim Regulations related to STEP Housing (HB 1220) (First Reading Ord. No. 26-02) | Jeff Thomas/Molly McGuire |
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| EXECUTIVE SESSION | | |
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| SEPTEMBER 15, 2026 | | DD | FN | CA | Clerk | CM |
|---------------------------|---|-----------|-----------|-----------|-------------------------------|-----------|
| ABSENCES: | | 9/2 | 9/3 | 9/3 | 9/4 | 9/4 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
| STUDY SESSION | | | | | | |
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| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: Peace Day on Mercer Island, Proclamation No. xxx | | | | Mayor Rosenbaum/Andrea Larson | |
| -- | AB xxxx: Renewal of Interim Regulations related to STEP Housing (HB 1220) (Second Reading Ord. No. 26-02) | | | | Jeff Thomas/Molly McGuire | |
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| REGULAR BUSINESS | | | | | | |
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| OCTOBER 6, 2026 | | DD | FN | CA | Clerk | CM |
|--------------------------|---|-----------|-----------|-----------|-----------------------------|-----------|
| ABSENCES: | | 9/24 | 9/25 | 9/25 | 9/28 | 9/28 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
| STUDY SESSION | | | | | | |
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| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: September 10, 2026 Payroll Certification | | | | Ali Spietz/Nicole Vannatter | |
| -- | AB xxxx: September 25, 2026 Payroll Certification | | | | Ali Spietz/Nicole Vannatter | |

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|--------------------------|---|--------------------------------|
| -- | AB xxxx: Certification of Claims August 16-31, 2026 | LaJuan Tuttle/Ashley Ols |
| -- | AB xxxx: Certification of Claims September 1-15, 2026 | LaJuan Tuttle/Ashley Olson |
| -- | AB xxxx: Domestic Violence Action Month, Proclamation No. xxx | Mayor Rosenbaum/Derek Franklin |
| -- | AB xxxx: Arbor Day, Proclamation No. xxx | Mayor Rosenbaum/Andrew Prince |
| -- | AB xxxx: Indigenous Peoples' Day, Proclamation No. xxx | Mayor Rosenbaum/Andrea Larson |
| REGULAR BUSINESS | | |
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| OCTOBER 20, 2026 | | DD | FN | CA | Clerk | CM |
|---------------------------------|--|-----------|-----------|-----------|-----------------------------|-----------|
| ABSENCES: | | 10/8 | 10/9 | 10/9 | 10/12 | 10/12 |
| ITEM TYPE TIME TOPIC | | | | | STAFF | |
| STUDY SESSION | | | | | | |
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| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: October 10, 2026 Payroll Certification | | | | Ali Spietz/Nicole Vannatter | |
| -- | AB xxxx: Certification of Claims September 16-30, 2026 | | | | LaJuan Tuttle/Ashley Olson | |
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| NOVEMBER 3, 2026 | | DD | FN | CA | Clerk | CM |
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| ABSENCES: | | 10/22 | 10/23 | 10/23 | 10/26 | 10/26 |
| ITEM TYPE TIME TOPIC | | | | | STAFF | |
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| STUDY SESSION | | |
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| SPECIAL BUSINESS | | |
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| CONSENT AGENDA | | |
| -- | AB xxxx: October 25, 2026 Payroll Certification | Ali Spietz/Nicole Vannatter |
| -- | AB xxxx: Certification of Claims October 1-15, 2026 | LaJuan Tuttle/Ashley Olson |
| -- | AB xxxx: Shop Small Month, Proclamation No. xxx | Mayor Rosenbaum/Deb Estrada |
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| REGULAR BUSINESS | | |
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| EXECUTIVE SESSION | | |
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| NOVEMBER 17, 2026 – PACKET TO PUBLISH TUESDAY 11/10 | | DD | FN | CA | Clerk | CM |
| ABSENCES: | | 11/4 | 11/5 | 11/5 | 11/6 | 11/6 |
| ITEM TYPE TIME TOPIC | | | | | STAFF | |
| STUDY SESSION | | | | | | |
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| SPECIAL BUSINESS | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: November 10, 2026 Payroll Certification | | | | Ali Spietz/Nicole Vannatter | |
| -- | AB xxxx: Certification of Claims October 16-31, 2026 | | | | LaJuan Tuttle/Ashley Olson | |
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| REGULAR BUSINESS | | | | | | |
| 15 | AB xxxx: Public Hearing and first Ordinance reading to renew Interim Regulations related to Middle Housing and ADU’s (HB 1110 / HB 1337) | | | | Jeff Thomas/Molly McGuire | |
| 15 | AB xxxx: Public Hearing and first Ordinance reading to renew Interim Regulations related to Unit Lot Subdivisions (SB5258) | | | | Jeff Thomas/Molly McGuire | |
| 15 | AB xxxx: Set the 2026 annual docket | | | | Jeff Thomas/Grace Manahan | |
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| EXECUTIVE SESSION | | | | | | |

| DECEMBER 1, 2026 | | DD | FN | CA | Clerk | CM |
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| ABSENCES: | | 11/19 | 11/20 | 11/20 | 11/23 | 11/23 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
| STUDY SESSION | | | | | | |
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| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: November 25, 2026 Payroll Certification | | | Ali Spietz/Nicole Vannatter | | |
| -- | AB xxxx: Certification of Claims November 1-15, 2026 | | | LaJuan Tuttle/Ashley Olson | | |
| -- | AB xxxx: Second Ordinance reading to renew Interim Regulations related to Middle Housing and ADU's (HB 1110 / HB 1337) | | | Jeff Thomas/Molly McGuire | | |
| -- | AB xxxx: Second Ordinance reading to renew Interim Regulations related to Unit Lot Subdivisions (SB 5258) | | | Jeff Thomas/Molly McGuire | | |
| REGULAR BUSINESS | | | | | | |
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| DECEMBER 15, 2026 – POTENTIALLY CANCELED | | DD | FN | CA | Clerk | CM |
|--|--|------|------|-------|-------|------|
| ABSENCES: | | 12/3 | 12/4 | 12/4 | 12/7 | 12/7 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
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2027 PLANNING SCHEDULE

| JANUARY 5, 2027 ABSENCES: | DD | FN | CA | Clerk | CM |
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| ITEM TYPE TIME TOPIC | STAFF | | | | |
| STUDY SESSION | | | | | |
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| SPECIAL BUSINESS | | | | | |
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| EXECUTIVE SESSION | | | | | |
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MID YEAR PLANNING SESSION TOPICS (TBD):

- 2025 Community Member of the Year
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OTHER ITEMS TO BE SCHEDULED:

- Open Space Vegetation Management Report
- Mobile Integrated Health (MIH) Move
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- Lease for Telecommunications Facilities at Island Crest Park
- Residential Dev Standards 3-Yr Review – Scope of Work
- Animal Control Code Amendments (First Reading Ordinance No. 25C-01)

ANNUAL (ROUTINE) ITEMS:

Council/City Manager:

- Legislative Agenda (Q3 & Q4)
- City Council Annual Planning Session (Q2)
- Adoption of City Council Priorities (Q2)
- City Council Mid-Year Planning Session (Q2)
- Boards & Commissions Annual Appointments (Q2)

Administrative Services:

- Fee Schedule Resolution (Q4)
- Police & Police Support Collective Bargaining Agreements
- AFSCME Collective Bargaining Agreement

Community Planning and Development:

- ARCH Budget and Work Program (Q4)
- ARCH Trust Fund Recommendations (Q4)
- Comprehensive Plan Amendments (Q4)
- Comprehensive Plan and Code Amendment Docket (Q4)

Finance/Budget:

- Every Year:
 - General Fund & REET Surplus Disposition (Q2)
 - 4th Quarter Financial Status Report & Budget Adjustments (Q2)
 - 1st Quarter Financial Status Report & Budget Adjustments (Q2)
 - 2nd Quarter Financial Status Report & Budget Adjustments (Q3)
 - 3rd Quarter Financial Status Report & Budget Adjustments (Q4)
- Odd Years:
 - Mid-Biennial Budget Review (3rd Quarter Financial Status Report & Budget Adjustments, Utility Rates, and Property Tax Levy) (Nov Mtg)
- Even Years:
 - Capital Improvement Program (CIP) Budget Kick-Off (2nd Mar Mtg)
 - Operating Budget Kick-Off (Mid-Year PS)
 - Proposed Budget: Presentation & Distribution (1st Oct Mtg)
 - Proposed Budget: Operating Budget Review (2nd Oct Mtg)
 - Proposed Budget: Capital Improvement Program Review (1st Nov Mtg)
 - Proposed Budget: Finalize Changes & Adopt Tax Ordinances and Fee Resolutions (2nd Nov Mtg)
 - Final Budget Adoption (1st Dec Mtg)

Public Works:

- Bid Awards & Project Close-Outs
- Sustainability Update (Q1 & Q3)
- Public Hearing: Preview of 6-Year Transportation Improvement Program (Early Q2)
- Adoption of 6-Year Transportation Improvement Program (Late Q2)
- Open Space Conservancy Trust Board Annual Report and Work Plan (Q2)
- Open Space Vegetation Management Report (Q2, every other year)

Youth & Family Services:

- Interlocal Agreement with MISD for School Mental Health Counselors (Q3)

Proclamations:

- Rare Disease Day (2nd Feb)
- Vietnam Veteran’s Day (2nd March)
- Autism Acceptance Month (1st Apr)
- Sexual Assault Awareness & Prevention Month (1st Apr)
- Earth Day (2nd Apr)
- Affordable Housing Week (1st May)
- Pride Month (1st June)
- Juneteenth (1st June)
- Parks and Recreation Month (1st Jul)
- National Recovery Month (1st Sep)
- National Preparedness Month (1st Sep)
- Mayor Rosenbaum’s Day of Concern for the Hungry (1st Sep)
- Childhood Cancer Awareness Month (1st Sept)
- Peace Day on Mercer Island (September 18)
- Domestic Violence Action Month (1st Oct)
- Arbor Day (1st Oct)
- Indigenous Peoples’ Day (1st Oct)
- Shop Small Month (1st Nov)