



CITY OF MERCER ISLAND

CITY COUNCIL REGULAR HYBRID MEETING

Tuesday, September 20, 2022 at 5:00 PM

MERCER ISLAND CITY COUNCIL:

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

LOCATION & CONTACT:

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

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

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

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

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

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

Join by Telephone at 5:00 PM (Appearances will start sometime after 6:30 PM): To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **862 0628 5166** and Password **730224** if prompted.

Join by Internet at 5:00 PM (Appearances will start sometime after 6:30 PM): To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **862 0628 5166**; Enter Password **730224**
- 4) The City Clerk will call on you by name or refer to your email address when it is your turn to speak. Please confirm that your audio works prior to participating.

Join in person at Mercer Island City Hall at 5:00 PM (Appearances will start sometime after 6:30 PM): – Council Chambers - 9611 SE 36th Street

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

MEETING AGENDA

CALL TO ORDER & ROLL CALL, 5PM

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

STUDY SESSION

1. Parliamentary Procedure Training

CITY MANAGER REPORT

APPEARANCES

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

CONSENT AGENDA

2. AB 6158: September 9, 2022 Payroll Certification

Recommended Action: Approve the September 9, 2022 Payroll Certification (Exhibit 1) in the amount of \$901,094.45 and authorize the Mayor to sign the certification on behalf of the entire City Council.

3. Certification of Claims:

- A. Check Register 212987-213062 | 9/2/2022 | \$698,615.69
- B. Check Register 213063-213147 | 9/9/2022 | \$1,226,050.39
- C. EFT Payments | August 2022 | \$2,879,422.69

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

4. City Council Meeting Minutes of the September 6, 2022 Regular Hybrid Meeting

Recommended Action: Approve the minutes of September 6, 2022, Regular Hybrid Meeting.

5. AB 6134: Mercer Island No Islander Goes Hungry (MI NIGH) Day, Proclamation No. 294

Recommended Action: Proclaim September 23, 2022 as "MI NIGH DAY" on Mercer Island.

6. AB 6136: Peace Day on Mercer Island, Proclamation No. 296

Recommended Action: Proclaim September 21, 2022 as Peace Day on Mercer Island.

7. AB 6149: Opioid Distributors Washington Settlement

Recommended Action: Authorize the City Manager to sign and submit the Opioid Distributors Washington Settlement Participation Form and Allocation Agreement, substantially in the form attached as Exhibits 1 and 2 to AB 6149, respectively.

8. AB 6150: Engstrom Open Space Title Transfer to Open Space Conservancy Trust

Recommended Action: Adopt Resolution No. 1631 authorizing the transfer of the title to Engstrom Open Space to the Open Space Conservancy Trust.

9. AB 6151: 2023 Water System Improvements Design – Budget Appropriation

Recommended Action: Appropriate \$260,400 from the Water Fund balance to fully fund design work on the 2023 Water System Improvements Project.

10. AB 6152: Interlocal Agreement for Jail Services with South Correctional Entity (SCORE)

Recommended Action: Authorize the City Manager to sign the updated Interlocal Agreement for Inmate Housing between the City of Mercer Island and SCORE.

11. AB 6157: Letter of Support for the GMA Periodic Update Grant

Recommended Action: Approve the Letter of Support for the GMA Periodic Update Grant.

REGULAR BUSINESS

12. AB 6160: King County Solid Waste Division Re+ Program Introduction

Recommended Action: Receive presentation. No action necessary.

13. AB 6153: Board & Commission Vacancy Appointment (Round 2) (Resolution No. 1632)

Recommended Action: Approve Resolution No. 1632, appointing a member to fill vacant Position No. 1 on the Arts Council.

14. AB 6154: 2022 Limited Water System Plan Update of the 2015 Water System Plan

Recommended Action: Approve Resolution No. 1633, adopting the City of Mercer Island 2022 Limited Water System Plan.

15. AB 6155: ARCH 2023 Work Plan and Budget Approval

Recommended Action: Approve the ARCH 2023 Work Plan and Budget.

16. AB 6138: 2022 CIP Project Update and 2023-2028 CIP Preview

Recommended Action: Receive report and provide initial feedback on the 2023-2028 CIP preview.

OTHER BUSINESS

17. Planning Schedule

18. Councilmember Absences & Reports

ADJOURNMENT

FTE AND LTE COUNTS AS OF 9/2/2022

| Full Time Equivalents (FTEs) | 2022 | 2022 |
|---|---------------|---------------|
| | Budgeted | Actual |
| Administrative Services | 13.50 | 13.50 |
| City Attorney's Office | 2.00 | 2.00 |
| City Manager's Office | 4.00 | 4.00 |
| Community Planning & Development ³ | 17.50 | 17.50 |
| Finance ⁹ | 9.00 | 8.00 |
| Fire | 32.00 | 27.00 |
| Municipal Court | 3.30 | 3.10 |
| Police ¹ | 37.50 | 37.50 |
| Public Works ¹⁰ | 62.80 | 56.80 |
| Recreation ⁶ | 10.25 | 10.00 |
| Thrift Shop ⁷ | 2.00 | 2.00 |
| Youth & Family Services ² | 11.43 | 11.43 |
| Total FTEs | 205.28 | 192.83 |
| | | |
| Limited Term Equivalents (LTEs) | 2022 | 2022 |
| | Budgeted | Actual |
| Administrative Services ⁴ | 1.00 | 1.00 |
| City Manager's Office ⁸ | 1.00 | 1.00 |
| Community Planning & Development ³ | 1.50 | 0.50 |
| Finance ¹¹ | | 1.00 |
| Thrift Shop | * | 7.00 |
| Youth & Family Services ¹² | 2.43 | 1.60 |
| Total LTEs | 5.93 | 12.10 |
| | | |
| Total FTEs & LTEs | 211.21 | 204.93 |

Footnotes:

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

FTE Vacancies:

| | |
|--|--------------------------------------|
| 1.0 CIP Project Manager | 2.0 Firefighter |
| 1.0 Deputy Fire Chief (contracted out) | 2.0 Parks Maintenance Team Member |
| 1.0 Financial Analyst | 0.25 Recreation Assistant (0.75 FTE) |
| 1.0 Fire Chief (contracted out) | 1.0 Utilities Engineer (Hire Ahead) |
| 1.0 Fire Sr. Admin Assistant | 2.0 Utilities Team Member |

LTE Vacancies:

| | |
|---------------------------------|------------------------------|
| 1.0 Economic Development Coord. | 0.83 Middle School Counselor |
|---------------------------------|------------------------------|

Notes:

Current Judge is 0.2 FTE less than budgeted

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

CITY OF MERCER ISLAND PAYROLL CERTIFICATION

Item 2.

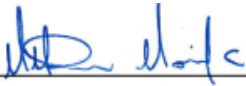
PAYROLL PERIOD ENDING **09.02.22**
PAYROLL DATED **09.09.22**

| | | |
|-------------------|-----------|-------------------|
| Net Cash | \$ | 608,358.78 |
| Net Voids/Manuals | \$ | - |
| Net Total | \$ | 608,358.78 |

| | | |
|--|-----------|-------------------|
| Federal Tax Deposit | \$ | 94,907.49 |
| Social Security and Medicare Taxes | \$ | 53,603.86 |
| Medicare Taxes Only (Fire Fighter Employees) | \$ | 2,443.67 |
| State Tax (Oregon, Massachusetts and North Carolina) | \$ | 149.87 |
| Family/Medical Leave Tax (Massachusetts) | \$ | 4.34 |
| Public Employees' Retirement System (PERS Plan 2) | \$ | 26,379.74 |
| Public Employees' Retirement System (PERS Plan 3) | \$ | 7,931.64 |
| Public Employees' Retirement System (PERSJM) | \$ | 553.96 |
| Public Safety Employees' Retirement System (PSERS) | \$ | 216.74 |
| Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2) | \$ | 28,937.12 |
| Regence & LEOFF Trust Medical Insurance Deductions | \$ | 12,690.75 |
| Domestic Partner Medical Insurance Deductions | \$ | 994.44 |
| Kaiser Medical Insurance Deductions | \$ | 916.35 |
| Health Care - Flexible Spending Account Contributions | \$ | 1,530.95 |
| Dependent Care - Flexible Spending Account Contributions | \$ | 1,224.71 |
| ICMA Roth IRA Contributions | \$ | 519.23 |
| ICMA 457 Deferred Compensation Contributions | \$ | 34,865.78 |
| Fire Nationwide 457 Deferred Compensation Contributions | \$ | 11,716.94 |
| Fire Nationwide Roth IRA Contributions | \$ | 1,075.00 |
| ICMA 401K Deferred Compensation Contributions | \$ | - |
| Garnishments (Chapter 13) | \$ | 1,455.88 |
| Child Support Wage Garnishment | \$ | 706.03 |
| Mercer Island Employee Association Dues | \$ | 212.50 |
| AFSCME Union Dues | \$ | - |
| Police Union Dues | \$ | - |
| Fire Union Dues | \$ | 2,086.56 |
| Fire Union Supplemental Dues | \$ | 150.00 |
| Standard - Supplemental Life Insurance | | |
| Unum - Long Term Care Insurance | \$ | 1,018.65 |
| AFLAC - Supplemental Insurance Plans | \$ | 238.52 |
| Coffee Club Dues | \$ | 144.00 |
| Transportation - Flexible Spending Account Contributions | \$ | 62.50 |
| Fire HRA-VEBA Contributions | \$ | 5,996.74 |
| Miscellaneous | \$ | - |
| GET | \$ | - |
| Oregon Transit Tax and Oregon Benefit Tax | \$ | 1.71 |
| Tax & Benefit Obligations Total | \$ | 292,735.67 |

| | |
|----------------------------|----------------------|
| TOTAL GROSS PAYROLL | \$ 901,094.45 |
|----------------------------|----------------------|

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.



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6158
September 20, 2022
Consent Agenda

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6158: September 9, 2022 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 September 9, 2022 Payroll Certification in the amount of \$901,094.45. | |

| | |
|-------------------------------|--|
| DEPARTMENT: | Human Resources |
| STAFF: | Nicole Vannatter, Payroll Specialist |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. September 9, 2022 Payroll Certification |
| CITY COUNCIL PRIORITY: | n/a |

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

EXECUTIVE SUMMARY

This is an approval of the payroll certification for the City of Mercer Island for the period from August 20, 2022 through September 2, 2022 in the amount of \$901,094.45 (see Exhibit 1).

BACKGROUND

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

ISSUE/DISCUSSION

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

Additional payments:

- \$3,237.76 in leave cash outs for current employees.
- \$4,284.50 in service and recognition awards.
- \$58,098.01 in overtime earnings (see chart for overtime hours by department).

Overtime hours by department:

| Department | Hours |
|----------------------------------|---------------|
| Administrative Services | |
| City Attorney's Office | |
| City Manager's Office | |
| Community Planning & Development | |
| Finance | |
| Fire | 578.75 |
| Municipal Court | |
| Police | 139.25 |
| Public Works | 50.25 |
| Thrift Shop | |
| Youth & Family Services | |
| Total Overtime Hours | 768.25 |

FTE/LTE COUNTS

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

Casual Labor

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

Thrift Shop Recovery and Staffing

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

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

RECOMMENDED ACTION

Approve the September 9, 2022 Payroll Certification (Exhibit 1) in the amount of \$901,094.45 and authorize the Mayor to sign the certification on behalf of the entire City Council.

CERTIFICATION OF CLAIMS

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



Finance Director

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

Mayor

Date

| Report | Warrants | Date | Amount |
|----------------|---------------|----------|------------------------------|
| Check Register | 212987-213062 | 9/2/2022 | \$698,615.69 \$698,615.69 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|----------------------------|--------------------------------|--------------|
| <i>Org Key: 402000 - Water Fund-Admin Key</i> | | | | |
| P0115441 | 00213011 | FERGUSON ENTERPRISES LLC | INVENTORY PURCHASES | 8,100.97 |
| P0115421 | 00213062 | WILSON BOHANNAN PADLOCK CO | INVENTORY PURCHASES | 2,619.70 |
| P0115425 | 00213058 | VERITIV OPERATING COMPANY | INVENTORY PURCHASES | 1,637.26 |
| P0115406 | 00213015 | GRAINGER | INVENTORY PURCHASES | 1,092.77 |
| P0115429 | 00213020 | HOME DEPOT CREDIT SERVICE | INVENTORY PURCHASES | 940.56 |
| P0115432 | 00213015 | GRAINGER | INVENTORY PURCHASES | 344.87 |
| P0115457 | 00213054 | TRAFFIC SAFETY SUPPLY | INVENTORY PURCHASES | 242.11 |
| <i>Org Key: AS1100 - Administrative Services</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Computer Supplies | 561.40 |
| | 00213057 | US BANK CORP PAYMENT SYS | Computer Supplies | 280.98 |
| <i>Org Key: CA1100 - Administration (CA)</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Tuition & Registrations | 80.00 |
| <i>Org Key: CM1100 - Administration (CM)</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 184.15 |
| | 00213057 | US BANK CORP PAYMENT SYS | City Booth Supplies | 55.05 |
| | 00213057 | US BANK CORP PAYMENT SYS | Office Supplies | 14.03 |
| <i>Org Key: CM1200 - City Clerk</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Conference Registration - Lars | 300.00 |
| <i>Org Key: CM1400 - Communications</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 219.10 |
| | 00213057 | US BANK CORP PAYMENT SYS | Monthly Subscription | 15.96 |
| | 00213057 | US BANK CORP PAYMENT SYS | Monthly Subscription | 5.95 |
| <i>Org Key: CO6100 - City Council</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Community Member of the Year | 659.45 |
| | 00213057 | US BANK CORP PAYMENT SYS | 7/19 Council Meal | 155.34 |
| | 00213057 | US BANK CORP PAYMENT SYS | Computer Supplies | 132.61 |
| P0115444 | 00213034 | NORWEST GRAPHICS LLC | Embroidered Polos (Mayor) | 118.80 |
| P0115443 | 00212995 | BARKER, KATHY | Professional Services (calligr | 95.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Computer Supplies | 44.04 |
| <i>Org Key: CO6300 - Climate Action Plan</i> | | | | |
| P0115451 | 00213001 | CASCADIA CONSULTING GROUP | MercerIslandCAP2022 | 13,953.75 |
| P0115452 | 00213001 | CASCADIA CONSULTING GROUP | MercerIslandCAP2022 | 8,332.50 |
| <i>Org Key: CR1100 - Human Resources</i> | | | | |
| P0115435 | 00213019 | HEALTHFORCE PARTNERS INC | Entry Level Medical Exam - Ofc | 655.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Computer Supplies | 599.30 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 242.39 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 221.19 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 158.52 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 130.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 130.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 130.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 130.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 119.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 119.00 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|------------------------------|--------------------------------|--------------|
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 119.00 |
| P0115464 | 00213009 | EQUIFAX INFORMATION SVCS LLC | New Hire Background Check - | 116.72 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 93.75 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 75.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 74.84 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 66.04 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 50.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 45.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 45.00 |
| Org Key: CT1100 - Municipal Court | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 13.40 |
| Org Key: DS1100 - Administration (DS) | | | | |
| P0115454 | 00213025 | KPG | 22065 Transportation Element U | 10,831.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Services - Technology Fee | 1,971.87 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 504.29 |
| | 00213057 | US BANK CORP PAYMENT SYS | Services - Technology Fee | 115.48 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 79.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 50.00 |
| Org Key: FN1100 - Administration (FN) | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 389.71 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 337.86 |
| P0115455 | 00213035 | NW MODULAR SYSTEMS FURNITURE | VARIDESK PRO PLUS 36 | 264.24 |
| P0115398 | 00213017 | HDL COMPANIES | Contract Services-July 2022 | 225.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Office Supplies | 219.10 |
| | 00213057 | US BANK CORP PAYMENT SYS | Office Supplies | 218.99 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 79.26 |
| | 00213057 | US BANK CORP PAYMENT SYS | Office Supplies | 77.06 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 54.10 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 41.57 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 14.47 |
| | 00213057 | US BANK CORP PAYMENT SYS | Office Supplies | 8.41 |
| Org Key: FN4501 - Utility Billing (Water) | | | | |
| P0115484 | 00213010 | FCS GROUP | WATER, SEWER, STORMWATER RATE | 2,233.13 |
| P0115465 | 00213031 | METROPRESORT | JULY 22 & AUG 22 PRINTING & MA | 178.78 |
| P0115465 | 00213031 | METROPRESORT | JULY 22 & AUG 22 PRINTING & MA | 148.90 |
| P0115415 | 00213031 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 88.69 |
| P0115485 | 00213031 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 75.70 |
| P0115415 | 00213031 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 73.86 |
| P0115485 | 00213031 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 63.07 |
| Org Key: FN4502 - Utility Billing (Sewer) | | | | |
| P0115484 | 00213010 | FCS GROUP | WATER, SEWER, STORMWATER RATE | 2,233.12 |
| P0115465 | 00213031 | METROPRESORT | JULY 22 & AUG 22 PRINTING & MA | 178.78 |
| P0115465 | 00213031 | METROPRESORT | JULY 22 & AUG 22 PRINTING & MA | 148.90 |
| P0115415 | 00213031 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 88.69 |
| P0115485 | 00213031 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 75.70 |
| P0115415 | 00213031 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 73.86 |
| P0115485 | 00213031 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 63.07 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|-----------------------------|--------------------------------|--------------|
| <i>Org Key: FN4503 - Utility Billing (Storm)</i> | | | | |
| P0115484 | 00213010 | FCS GROUP | WATER, SEWER, STORMWATER RATE | 496.25 |
| P0115465 | 00213031 | METROPRESORT | JULY 22 & AUG 22 PRINTING & MA | 178.78 |
| P0115465 | 00213031 | METROPRESORT | JULY 22 & AUG 22 PRINTING & MA | 148.91 |
| P0115415 | 00213031 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 88.69 |
| P0115485 | 00213031 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 75.71 |
| P0115415 | 00213031 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 73.86 |
| P0115485 | 00213031 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 63.08 |
| <i>Org Key: FR1100 - Administration (FR)</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Dues & Subscriptions | 153.04 |
| P0115475 | 00213061 | WALTER E NELSON CO | Inventory Supplies INV626155 | 114.15 |
| | 00213057 | US BANK CORP PAYMENT SYS | Dues & Subscriptions | 16.50 |
| | 00213057 | US BANK CORP PAYMENT SYS | Dues & Subscriptions | -16.50 |
| | 00213057 | US BANK CORP PAYMENT SYS | Dues & Subscriptions | -148.45 |
| <i>Org Key: FR2100 - Fire Operations</i> | | | | |
| P0113178 | 00213033 | NORCOM 911 | 2022 Quarterly Norcom Assessme | 45,033.69 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 187.10 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 161.67 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 125.20 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 72.64 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 49.53 |
| P0115404 | 00213059 | VERIZON WIRELESS | VERIZON JULY 07-AUG06 FIRE | 18.85 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 6.69 |
| <i>Org Key: FR2500 - Fire Emergency Medical Svcs</i> | | | | |
| P0115476 | 00213028 | LIFE ASSIST INC | Stock Aid Supplies INV #124463 | 1,330.94 |
| <i>Org Key: GB0100 - City Hall Building Repairs</i> | | | | |
| P0115400 | 00213006 | DAILY JOURNAL OF COMMERCE | Invoice # 3378236 | 828.00 |
| <i>Org Key: GB0103 - FS91 and FS92 Building Repairs</i> | | | | |
| P0115456 | 00213027 | LAKESIDE DOORS INC | MAIN FIRE STATION BROKEN SPRIN | 11,624.36 |
| P0115448 | 00212993 | AUBURN MECHANICAL | Install Strainer with Blow Dow | 4,459.24 |
| <i>Org Key: GB0105 - Thrift Shop Building Repairs</i> | | | | |
| P0115487 | 00212994 | Baklinski Group | 7710 SE 34th St | 23,168.14 |
| <i>Org Key: GE0107 - Fleet Replacements</i> | | | | |
| P0115437 | 00213012 | FINANCIAL CONSULTANTS INT'L | Strip Vehicle 489 and reinstal | 17,091.20 |
| P0115462 | 00213055 | TUSCAN ENTERPRISES INC | New Graphics on new patrol car | 1,772.61 |
| P0115437 | 00213012 | FINANCIAL CONSULTANTS INT'L | Strip vehicle 425 | 926.50 |
| <i>Org Key: GGM004 - Gen Govt-Office Support</i> | | | | |
| P0115466 | 00213041 | RESERVE ACCOUNT | AUG 2022 RESERVE FUND REFILL F | 2,500.00 |
| P0115431 | 00213043 | RICOH USA INC (FIRE) | Copier Rental/Fire INV #106453 | 278.77 |
| <i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i> | | | | |
| P0115438 | 00213007 | DEVENY, JAN P | LEOFF1 LTC Expenses | 10,320.00 |
| P0115430 | 00213060 | WALLACE, THOMAS | LEOFF1 LTC Expenses | 6,000.00 |
| P0115447 | 00213046 | RUCKER, MANORD J | LEOFF1 Retiree Medical Expense | 177.31 |
| P0115446 | 00213030 | LOISEAU, LERI M | LEOFF1 Retiree Medical Expense | 148.50 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|---------------------------|--------------------------------|--------------|
| P0115504 | 00212999 | BOOTH, GLENDON D | LEOFF1 Retiree Medical Expense | 126.06 |
| P0115438 | 00213007 | DEVENY, JAN P | LEOFF1 Retiree Medical Expense | 94.92 |
| P0115410 | 00213008 | ELSOE, RONALD | LEOFF1 Retiree Medical Expense | 53.53 |
| <i>Org Key: GT0106 - Enterprise Resource Planning S</i> | | | | |
| P0115401 | 00212997 | BERRYDUNN | Contract Negotiation Assistanc | 1,560.00 |
| <i>Org Key: IS2100 - IGS Network Administration</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Services-Information Security | 2,202.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Computer Supplies | 564.08 |
| | 00213057 | US BANK CORP PAYMENT SYS | Services - Software Maint/Supt | 300.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Computer Supplies | 293.97 |
| | 00213057 | US BANK CORP PAYMENT SYS | Computer Supplies | 138.68 |
| | 00213057 | US BANK CORP PAYMENT SYS | Computer Supplies | 131.02 |
| | 00213057 | US BANK CORP PAYMENT SYS | Computer Supplies | 104.42 |
| | 00213057 | US BANK CORP PAYMENT SYS | Computer Supplies | 98.91 |
| | 00213057 | US BANK CORP PAYMENT SYS | Professional Services | 56.63 |
| | 00213057 | US BANK CORP PAYMENT SYS | Professional Services | 30.83 |
| | 00213057 | US BANK CORP PAYMENT SYS | Computer Supplies | 22.47 |
| | 00213057 | US BANK CORP PAYMENT SYS | Professional Services | 13.21 |
| | 00213057 | US BANK CORP PAYMENT SYS | Professional Services | 5.73 |
| <i>Org Key: MT1400 - Development Engineering</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Office Supplies | 30.39 |
| | 00213057 | US BANK CORP PAYMENT SYS | Office Supplies | 30.39 |
| <i>Org Key: MT1500 - Urban Forest Mangement</i> | | | | |
| P0115481 | 00213044 | RON'S STUMP REMOVAL | CHANGE ORDER - Emergency respn | 22,932.45 |
| P0115480 | 00213045 | ROOT CAUSE LLC | Remove alders at 3430 76th Ave | 2,807.55 |
| <i>Org Key: MT2100 - Roadway Maintenance</i> | | | | |
| P0115396 | 00213038 | PLANTSCAPES INC | EXTERIOR JUNE LABOR 2022 | 2,807.55 |
| P0115388 | 00213020 | HOME DEPOT CREDIT SERVICE | 48" BOX LEVEL | 71.53 |
| <i>Org Key: MT2150 - Pavement Marking</i> | | | | |
| P0115423 | 00212987 | ALPINE PRODUCTS INC | 30) YELLOW TRAFFIC PAINT (5 GA | 538.39 |
| <i>Org Key: MT2255 - Urban Forest Management (ROW)</i> | | | | |
| P0115481 | 00213044 | RON'S STUMP REMOVAL | CHANGE ORDER - Emergency respn | 6,249.55 |
| <i>Org Key: MT3100 - Water Distribution</i> | | | | |
| P0115423 | 00212987 | ALPINE PRODUCTS INC | GREEN & BLUE LOCATING PAINT | 303.43 |
| P0115420 | 00213004 | CORE & MAIN LP | HYDRANT OIL | 153.77 |
| <i>Org Key: MT3150 - Water Quality Event</i> | | | | |
| P0115405 | 00212990 | AQUATIC INFORMATICS INC. | 2022 CROSS CONNECTION WEB TEST | 332.00 |
| P0113357 | 00212988 | AM TEST INC | 2022 WATER QUALITY SAMPLES | 300.00 |
| P0115442 | 00213020 | HOME DEPOT CREDIT SERVICE | MINI REFRIGERATOR | 131.02 |
| <i>Org Key: MT3300 - Water Associated Costs</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Water Distribution Manager Cla | 400.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Certification Class for Allen | 180.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Unable to attend certification | -180.00 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|--------------------------------|---------------------------------|--------------|
| <i>Org Key: MT3400 - Sewer Collection</i> | | | | |
| P0115423 | 00212987 | ALPINE PRODUCTS INC | GREEN & BLUE LOCATING PAINT | 303.41 |
| <i>Org Key: MT3500 - Sewer Pumps</i> | | | | |
| P0115403 | 00213002 | CENTURYLINK | LUMEN 304515781 | 2,593.68 |
| P0115424 | 00213056 | UNITED RENTALS NORTH AMERICA | GANTRY CRANE RENTAL | 1,310.54 |
| P0115461 | 00212992 | AT&T MOBILITY | 2022 TELEMTRY | 818.35 |
| <i>Org Key: MT3600 - Sewer Associated Costs</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Certification Class for Allen | 180.00 |
| P0115439 | 00213036 | OCCUPATIONAL HEALTH CTRS OF WA | DOT PHYSICAL FOR ERIC MARTIN | 116.00 |
| <i>Org Key: MT3800 - Storm Drainage</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Tuition & Registrations | 134.00 |
| <i>Org Key: MT4150 - Support Services - Clearing</i> | | | | |
| P0115241 | 00213003 | CINTAS CORPORATION #460 | 2022 PW COVERALL SERVICE | 2,448.48 |
| P0115458 | 00213005 | CRYSTAL AND SIERRA SPRINGS | PW WATER DELIVERY | 203.30 |
| <i>Org Key: MT4200 - Building Services</i> | | | | |
| P0115470 | 00213039 | QUENCH USA INC | Equipment Rental 7/1-6/30/2023 | 2,092.80 |
| P0115449 | 00213000 | BULGER SAFE & LOCK | EQUIPMENT + LABOR/ SITE TIME F | 1,458.82 |
| P0115471 | 00212996 | Bellingham Lock & Safe | July 7, 2022 part and freight | 957.87 |
| P0115472 | 00213052 | SOREANO'S PLUMBING INC | REPAIRED WATER HEATER 9611 SE | 578.03 |
| P0115450 | 00213000 | BULGER SAFE & LOCK | TEMP REPAIR OF REAR DOOR KEY P | 467.93 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 450.00 |
| P0115474 | 00213053 | TKE CORPORATION | COMMUNITY CENTER MAINT 61/-/8/3 | 252.44 |
| P0115473 | 00212996 | Bellingham Lock & Safe | MAY 9TH, 2022 PART AND FREIGHT | 233.96 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 172.64 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 128.57 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 71.25 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 61.57 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 16.49 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 7.48 |
| <i>Org Key: MT4300 - Fleet Services</i> | | | | |
| P0115407 | 00213032 | MI SCHOOL DISTRICT #400 | 2022 MISD SCHOOL DISTRICT FUEL | 12,374.35 |
| P0115408 | 00213032 | MI SCHOOL DISTRICT #400 | 2022 MISD SCHOOL DISTRICT FUEL | 11,696.66 |
| P0115440 | 00213048 | SEATTLE BOAT COMPANY | Marine Patrol Fuel - | 571.78 |
| P0115440 | 00213048 | SEATTLE BOAT COMPANY | Marine Patrol Fuel - | 523.55 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 362.23 |
| P0115445 | 00213020 | HOME DEPOT CREDIT SERVICE | 30 SECONDS CLEANER & SPRAYER | 55.88 |
| <i>Org Key: MT4450 - Cust Resp - Clearing Acct</i> | | | | |
| P0115388 | 00213020 | HOME DEPOT CREDIT SERVICE | COMPACT DRILL | 252.13 |
| <i>Org Key: MT6100 - Park Maintenance</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 271.14 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 234.20 |
| | 00213057 | US BANK CORP PAYMENT SYS | Jenni Gregg CPSI exam fees | 199.00 |
| P0115241 | 00213003 | CINTAS CORPORATION #460 | PARKS 2022 COVERALL SERVICE | 192.51 |
| | 00213057 | US BANK CORP PAYMENT SYS | earplugs | 175.04 |
| | 00213057 | US BANK CORP PAYMENT SYS | Food and drinks for crew, Seaf | 128.26 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|--------------------------------|--------------------------------|--------------|
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 115.34 |
| | 00213057 | US BANK CORP PAYMENT SYS | Meals for UF Project Manager i | 85.29 |
| | 00213057 | US BANK CORP PAYMENT SYS | Irrigation software subscripti | 54.80 |
| | 00213057 | US BANK CORP PAYMENT SYS | Food for crew, Summer Celebrat | 37.44 |
| | 00213057 | US BANK CORP PAYMENT SYS | batteries | 22.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Drinks for crew, Summer Celebr | 20.18 |
| <i>Org Key: MT6200 - Athletic Field Maintenance</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Paint supplies | 18.68 |
| <i>Org Key: MT6500 - Luther Burbank Park Maint</i> | | | | |
| P0115453 | 00213013 | FIRE PROTECTION INC | FIRE ALARM MONITORING - QUARTE | 1,816.65 |
| P0115470 | 00213039 | QUENCH USA INC | Equipment Rental 7/1-6/30/2023 | 523.20 |
| | 00213057 | US BANK CORP PAYMENT SYS | Tyler Shaw CPSI exam fees | 199.00 |
| <i>Org Key: MT6600 - Park Maint School Fields</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | portable toilet Islander Middl | 470.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Irrigation software subscripti | 14.94 |
| <i>Org Key: MT6900 - Aubrey Davis Park Maint</i> | | | | |
| P0115478 | 00213029 | LLOYD ENTERPRISES INC | Landscaping materials for WO39 | 3,583.10 |
| | 00213057 | US BANK CORP PAYMENT SYS | Portable toilets, Seafair 2022 | 600.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Sport court crack filler | 514.35 |
| | 00213057 | US BANK CORP PAYMENT SYS | Portable toilet rental Boat La | 395.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Irrigation software subscripti | 164.46 |
| P0115439 | 00213036 | OCCUPATIONAL HEALTH CTRS OF WA | DOT PHYSICAL FOR BRIAN SHERMAN | 116.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Irrigation supplies | 79.14 |
| | 00213057 | US BANK CORP PAYMENT SYS | Irrigation supplies | 12.29 |
| <i>Org Key: PA0100 - Open Space Management</i> | | | | |
| P0114765 | 00213014 | GARDEN CYCLES | RESTORATION WORK IN HOMESTEAD | 5,509.50 |
| | 00213057 | US BANK CORP PAYMENT SYS | Forest Steward orientation sup | 36.38 |
| | 00213057 | US BANK CORP PAYMENT SYS | Supplies for volunteer outreac | 14.07 |
| | 00213057 | US BANK CORP PAYMENT SYS | Volunteer event supplies | 6.46 |
| | 00213057 | US BANK CORP PAYMENT SYS | volunteer event supplies | 3.00 |
| <i>Org Key: PA0118 - Lincoln Landing Watercourse Re</i> | | | | |
| P0115386 | 00213021 | HOUGH BECK & BAIRD | LINCOLN LANDING CONSTRUCTION | 23,725.27 |
| <i>Org Key: PA0122 - Luther Burbank Dock Repair & R</i> | | | | |
| P0114806 | 00213024 | KPFF CONSULTING ENGINEERS | Luther Burbank Park Final Desi | 4,704.00 |
| <i>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Pioneer park portable toilets | 483.36 |
| | 00213057 | US BANK CORP PAYMENT SYS | Forest Steward orientation sup | 36.38 |
| | 00213057 | US BANK CORP PAYMENT SYS | Supplies for volunteer outreac | 14.07 |
| | 00213057 | US BANK CORP PAYMENT SYS | Volunteer event supplies | 6.46 |
| <i>Org Key: PA122A - LB North Pier Renovation</i> | | | | |
| P0114806 | 00213024 | KPFF CONSULTING ENGINEERS | Luther Burbank Park Final Desi | 4,115.50 |
| <i>Org Key: PA122B - LB Shoreline Access Improvemen</i> | | | | |
| P0114806 | 00213024 | KPFF CONSULTING ENGINEERS | Luther Burbank Park Final Desi | 8,147.50 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|--------------------------------|--------------------------------|--------------|
| <i>Org Key: PA122D - LB Storm Drainage KC Flood Con</i> | | | | |
| P0114806 | 00213024 | KPFF CONSULTING ENGINEERS | Luther Burbank Park Final Desi | 10,173.00 |
| <i>Org Key: PA136A - KCDA-LB South Shoreline</i> | | | | |
| P0115172 | 00212989 | ANCHOR QEA LLC | LUTHER BURBANK SOUTH | 16,384.22 |
| <i>Org Key: PA136B - WRIA8-LB South Shoreline</i> | | | | |
| P0115172 | 00212989 | ANCHOR QEA LLC | LUTHER BURBANK SOUTH | 1,894.00 |
| <i>Org Key: PO1100 - Administration (PO)</i> | | | | |
| P0115434 | 00212992 | AT&T MOBILITY | PD Cell Service - August 11, 2 | 855.04 |
| | 00213057 | US BANK CORP PAYMENT SYS | NA uniforms/equipment | 450.89 |
| | 00213057 | US BANK CORP PAYMENT SYS | FBINAA dues | 320.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | NA uniform/equipment | 123.98 |
| | 00213057 | US BANK CORP PAYMENT SYS | NA uniform/equipment | 96.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | NA uniform/equipment | 69.95 |
| | 00213057 | US BANK CORP PAYMENT SYS | MIPD Photo Board | 52.67 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 25.00 |
| <i>Org Key: PO1350 - Police Emergency Management</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 346.80 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 286.25 |
| P0115463 | 00213040 | REMOTE SATELLITE SYSTEMS INT'L | EMAC Sat Phone Service - | 113.00 |
| <i>Org Key: PO1700 - Records and Property</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Supplies for Records/Evidence | 32.69 |
| <i>Org Key: PO1800 - Contract Dispatch Police</i> | | | | |
| P0113178 | 00213033 | NORCOM 911 | 2022 Quarterly Norcom Assessme | 135,604.75 |
| P0115460 | 00213023 | KING COUNTY FINANCE | King County Jail Fees - Invoic | 6,423.99 |
| P0115460 | 00213023 | KING COUNTY FINANCE | King County Jail Fees - Invoic | 4,377.35 |
| <i>Org Key: PO2100 - Patrol Division</i> | | | | |
| P0115459 | 00213026 | KROESENS UNIFORM COMPANY | Patrol Uniform Supplies - | 2,368.34 |
| P0115459 | 00213026 | KROESENS UNIFORM COMPANY | Patrol Uniform Supplies - | 2,294.51 |
| P0115459 | 00213026 | KROESENS UNIFORM COMPANY | Patrol Uniform Supplies - | 396.24 |
| P0115459 | 00213026 | KROESENS UNIFORM COMPANY | Patrol Uniform Supplies - | 264.22 |
| P0115436 | 00213026 | KROESENS UNIFORM COMPANY | Academy Uniforms - Tranter - | 254.30 |
| | 00213057 | US BANK CORP PAYMENT SYS | Disregard above comment: Patro | 206.56 |
| | 00213057 | US BANK CORP PAYMENT SYS | Office Supplies for PD | 62.66 |
| | 00213057 | US BANK CORP PAYMENT SYS | Leadership books for NA/PD Lib | 39.95 |
| | 00213057 | US BANK CORP PAYMENT SYS | Leadership books for NA/PD Lib | 29.69 |
| <i>Org Key: PO2200 - Marine Patrol</i> | | | | |
| P0115433 | 00213050 | SHORELINE FIRE DEPARTMENT | Phlebotomist Service for Seafa | 4,371.69 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Supplies | 1,233.11 |
| | 00213057 | US BANK CORP PAYMENT SYS | Tent for Seafair. | 538.36 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Operations | 273.87 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Operations | 165.12 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Dock Supplies | 158.69 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Supplies | 132.12 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair supplies. | 71.90 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Supplies | 37.15 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|--------------------------|--------------------------------|--------------|
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Operations | 36.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Operations | 36.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Supplies. | 29.90 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Supplies | 29.90 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Operations | 18.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | MP Fuel | 12.53 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Operatioins | 9.47 |
| | 00213057 | US BANK CORP PAYMENT SYS | Seafair Supplies. | 6.06 |
| <i>Org Key: PO3100 - Investigation Division</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 30.29 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 5.01 |
| <i>Org Key: PO3350 - School Resource Officer</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Name Plate for New Detective (| 16.26 |
| <i>Org Key: PO4100 - Firearms Training</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 757.35 |
| | 00213057 | US BANK CORP PAYMENT SYS | Tuition & Registrations | -250.00 |
| <i>Org Key: PO4300 - Police Training</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 1,849.68 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 1,270.65 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 445.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 383.67 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 350.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 188.98 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 95.30 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 50.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 33.48 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 13.75 |
| <i>Org Key: PR1100 - Administration (PR)</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 61.64 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 39.67 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 30.83 |
| <i>Org Key: PR2100 - Recreation Programs</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 753.55 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 454.42 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 132.06 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 86.04 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 79.68 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 52.83 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 29.72 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 17.97 |
| <i>Org Key: PR4100 - Community Center</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 1,848.58 |
| P0115470 | 00213039 | QUENCH USA INC | Equipment rental 7/1-6/30/2023 | 523.20 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 200.87 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 99.09 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 65.05 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|-----------------------------|--------------------------------|--------------|
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 29.37 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 29.33 |
| <i>Org Key: PR5600 - Cultural & Performing Arts</i> | | | | |
| P0115402 | 00213049 | SEATTLE SHAKESPEARE COMPANY | SHAKESPEARE IN THE PARK 081922 | 7,000.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | MMIP folding tables | 330.56 |
| | 00213057 | US BANK CORP PAYMENT SYS | MMIP Supplies | 38.52 |
| | 00213057 | US BANK CORP PAYMENT SYS | MMIP Supplies | 8.79 |
| <i>Org Key: PR5900 - Summer Celebration</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Summer Celebration rentals | 329.55 |
| | 00213057 | US BANK CORP PAYMENT SYS | Summer Celebration Supplies | 316.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Summer Celebration rentals | 129.48 |
| | 00213057 | US BANK CORP PAYMENT SYS | Summer Celebration supplies | 91.02 |
| | 00213057 | US BANK CORP PAYMENT SYS | Summer Celebration rentals | -73.99 |
| <i>Org Key: PRAT40 - Ongoing Art Programs</i> | | | | |
| P0115482 | 00212991 | ARTSITELTD LLC | Fire Flower bronze sculpture | 3,310.49 |
| P0115483 | 00212991 | ARTSITELTD LLC | Fire Flower bronze sculpture | 3,000.00 |
| <i>Org Key: SP0100 - Residential Street Resurfacing</i> | | | | |
| P0114342 | 00212998 | BLUE MOUNTAIN | SCH D RESIDENTIAL WATER | 93,792.66 |
| P0114342 | 00212998 | BLUE MOUNTAIN | SCH C RESIDENTIAL STORM | 13,310.30 |
| P0115422 | 00213037 | OLDCASTLE PRECAST INC | 25" X 2" FLAT GRADE RING (PTG) | 449.21 |
| <i>Org Key: SP0103 - SE 68 Street & SE 70 Place Ove</i> | | | | |
| P0115422 | 00213037 | OLDCASTLE PRECAST INC | 25" X 2" FLAT GRADE RING (PTG) | 449.21 |
| P0115400 | 00213006 | DAILY JOURNAL OF COMMERCE | Invoice # 3377153 | 358.80 |
| <i>Org Key: SP0120 - Sunset Hwy/77 Ave SW Improveme</i> | | | | |
| P0115400 | 00213006 | DAILY JOURNAL OF COMMERCE | Invoice # 3379435 | 381.80 |
| <i>Org Key: SP0125 - PBF Plan Implementation</i> | | | | |
| P0115087 | 00213025 | KPG | 76TH AVE SE MID-BLICK CROSSWAL | 5,313.00 |
| P0115087 | 00213025 | KPG | 76TH AVE SE MID-BLICK CROSSWAL | 2,901.50 |
| P0115400 | 00213006 | DAILY JOURNAL OF COMMERCE | Invoice # 3376787 | 372.60 |
| <i>Org Key: ST0001 - ST Traffic Safety Enhancements</i> | | | | |
| P0102334 | 00213025 | KPG | 2019 ON CALL TRANPORATION | 2,946.50 |
| <i>Org Key: SW0104 - Sub Basin 22.1 Watercourse Sta</i> | | | | |
| P0114817 | 00213016 | GRAY & OSBORNE INC | Watercourse Stabilization Proj | 7,381.64 |
| <i>Org Key: SW0106 - Sub basin 25b.2 Watercourse St</i> | | | | |
| P0114817 | 00213016 | GRAY & OSBORNE INC | Watercourse Stabilization Proj | 7,381.65 |
| <i>Org Key: SW0120 - East Mercer Way Trenchless Cul</i> | | | | |
| P0115400 | 00213006 | DAILY JOURNAL OF COMMERCE | Invoice # 3377490 | 492.20 |
| <i>Org Key: VCP402 - CIP Water Salaries</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Printing | 78.56 |
| <i>Org Key: WU0100 - Emergency Water System Repairs</i> | | | | |
| P0111663 | 00213042 | RH2 ENGINEERING INC | RESERVOIR PUMP-MOTOR | 4,445.25 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|--------------------------|--------------------------------|-------------------|
| <i>Org Key: WU0112 - Water System Components Repl</i> | | | | |
| P0115390 | 00213015 | GRAINGER | 3/8" NIPPLES | 145.00 |
| <i>Org Key: WU0117 - Meter Replacement Implementati</i> | | | | |
| P0102980 | 00213018 | HDR ENGINEERING INC | WATER METER REPLACEMENT | 3,121.43 |
| <i>Org Key: YF1100 - YFS General Services</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Cellphone plans | 1,449.14 |
| | 00213057 | US BANK CORP PAYMENT SYS | Telehealth platform subscripti | 914.90 |
| | 00213057 | US BANK CORP PAYMENT SYS | resources for clinicians | 422.13 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 55.05 |
| | 00213057 | US BANK CORP PAYMENT SYS | Engraved doors signs | 44.62 |
| | 00213057 | US BANK CORP PAYMENT SYS | Door sign | 9.90 |
| | 00213057 | US BANK CORP PAYMENT SYS | clinical resource membership | 5.35 |
| <i>Org Key: YF1200 - Thrift Shop</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 420.77 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 29.67 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 28.58 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 21.20 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 14.29 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 12.06 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 10.65 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 10.65 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 10.48 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 8.11 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 4.00 |
| | 00213057 | US BANK CORP PAYMENT SYS | Operating Supplies | 4.00 |
| <i>Org Key: YF2500 - Family Counseling</i> | | | | |
| | 00213057 | US BANK CORP PAYMENT SYS | Derek training | 45.00 |
| <i>Org Key: YF2600 - Family Assistance</i> | | | | |
| P0113288 | 00213051 | SHOREWOOD #14885 | Rental assistance for EA clien | 1,808.00 |
| P0115488 | 00213047 | SCHUMACHER, CHERYL | Rental assistance for EA clien | 1,096.84 |
| P0113286 | 00213022 | KC HOUSING AUTHORITY | Rental Assistance for EA clien | 371.00 |
| P0113286 | 00213022 | KC HOUSING AUTHORITY | Rental Assistance for EA clien | 192.00 |
| P0115495 | 00213051 | SHOREWOOD #14885 | Utility assistance for EA clie | 147.54 |
| | 00213057 | US BANK CORP PAYMENT SYS | For Emergency Assistance clien | 131.95 |
| | 00213057 | US BANK CORP PAYMENT SYS | Printer Ink Cartridges | 108.64 |
| | 00213057 | US BANK CORP PAYMENT SYS | For Emergency Assistance clien | 52.23 |
| | 00213057 | US BANK CORP PAYMENT SYS | For Emergency Assistance clien | 33.22 |
| Total | | | | 698,615.69 |

Accounts Payable Report by Check Number

| Check No | Check Date | Vendor Name/Description | PO # | Invoice # | Invoice Date | Check Amount |
|----------|------------|---|----------|-----------------|--------------|--------------|
| 00212987 | 09/02/2022 | ALPINE PRODUCTS INC 30) YELLOW TRAFFIC PAINT (5 GA | P0115423 | TM-211296 | 08/18/2022 | 1,145.23 |
| 00212988 | 09/02/2022 | AM TEST INC 2022 WATER QUALITY SAMPLES | P0113357 | 128958 | 08/26/2022 | 300.00 |
| 00212989 | 09/02/2022 | ANCHOR QEA LLC LUTHER BURBANK SOUTH SHORELINE | P0115172 | 11019 | 08/17/2022 | 18,278.22 |
| 00212990 | 09/02/2022 | AQUATIC INFORMATICS INC. 2022 CROSS CONNECTION WEB TEST | P0115405 | 101874 | 08/24/2022 | 332.00 |
| 00212991 | 09/02/2022 | ARTSITELTD LLC Fire Flower bronze sculpture | P0115482 | 2042 | 07/07/2022 | 6,310.49 |
| 00212992 | 09/02/2022 | AT&T MOBILITY 2022 TELEMTRY | P0115434 | X08192022 | 08/11/2022 | 1,673.39 |
| 00212993 | 09/02/2022 | AUBURN MECHANICAL Install Strainer with Blow Dow | P0115448 | 27395 | 06/29/2022 | 4,459.24 |
| 00212994 | 09/02/2022 | Baklinski Group 7710 SE 34th St | P0115487 | 494 | 06/28/2022 | 23,168.14 |
| 00212995 | 09/02/2022 | BARKER, KATHY Professional Services (calligr | P0115443 | 082322 | 08/23/2022 | 95.00 |
| 00212996 | 09/02/2022 | Bellingham Lock & Safe MAY 9TH, 2022 PART AND FREIGHT | P0115471 | 322853 | 07/07/2022 | 1,191.83 |
| 00212997 | 09/02/2022 | BERRYDUNN Contract Negotiation Assistanc | P0115401 | 419577 | 08/17/2022 | 1,560.00 |
| 00212998 | 09/02/2022 | BLUE MOUNTAIN SCH D RESIDENTIAL WATER | P0114342 | PP#4 | 07/31/2022 | 107,102.96 |
| 00212999 | 09/02/2022 | BOOTH, GLENDON D LEOFF1 Retiree Medical Expense | P0115504 | 090122 | 09/01/2022 | 126.06 |
| 00213000 | 09/02/2022 | BULGER SAFE & LOCK EQUIPMENT + LABOR/ SITE TIME F | P0115450 | WO-213472 | 07/14/2022 | 1,926.75 |
| 00213001 | 09/02/2022 | CASCADIA CONSULTING GROUP MercerIslandCAP2022 | P0115452 | 9094 | 08/18/2022 | 22,286.25 |
| 00213002 | 09/02/2022 | CENTURYLINK LUMEN 304515781 | P0115403 | 304515781 | 09/03/2022 | 2,593.68 |
| 00213003 | 09/02/2022 | CINTAS CORPORATION #460 2022 PW COVERALL SERVICE | P0115241 | 073122 | 07/31/2022 | 2,640.99 |
| 00213004 | 09/02/2022 | CORE & MAIN LP HYDRANT OIL | P0115420 | R360912 | 08/15/2022 | 153.77 |
| 00213005 | 09/02/2022 | CRYSTAL AND SIERRA SPRINGS PW WATER DELIVERY | P0115458 | 14555831 080622 | 08/06/2022 | 203.30 |
| 00213006 | 09/02/2022 | DAILY JOURNAL OF COMMERCE Invoice # 3378236 | P0115400 | 3377490 | 04/15/2022 | 2,433.40 |
| 00213007 | 09/02/2022 | DEVENY, JAN P LEOFF1 Retiree Medical Expense | P0115438 | 082622 | 08/26/2022 | 10,414.92 |
| 00213008 | 09/02/2022 | ELSOE, RONALD LEOFF1 Retiree Medical Expense | P0115410 | 082522 | 08/25/2022 | 53.53 |
| 00213009 | 09/02/2022 | EQUIFAX INFORMATION SVCS LLC New Hire Background Check - | P0115464 | 2052901857 | 08/23/2022 | 116.72 |
| 00213010 | 09/02/2022 | FCS GROUP WATER, SEWER, STORMWATER RATE | P0115484 | 3600-22208091 | 08/19/2022 | 4,962.50 |
| 00213011 | 09/02/2022 | FERGUSON ENTERPRISES LLC INVENTORY PURCHASES | P0115441 | 1118841 | 08/25/2022 | 8,100.97 |
| 00213012 | 09/02/2022 | FINANCIAL CONSULTANTS INT'L Strip Vehicle 489 and reinstal | P0115437 | 17619 | 08/01/2022 | 18,017.70 |

Accounts Payable Report by Check Number

| Check No | Check Date | Vendor Name/Description | PO # | Invoice # | Invoice Date | Check Amount |
|----------|------------|--|----------|------------------|--------------|--------------|
| 00213013 | 09/02/2022 | FIRE PROTECTION INC FIRE ALARM MONITORING - QUARTE | P0115453 | 71415 | 07/01/2022 | 1,816.65 |
| 00213014 | 09/02/2022 | GARDEN CYCLES RESTORATION WORK IN HOMESTEAD | P0114765 | 810 | 08/18/2022 | 5,509.50 |
| 00213015 | 09/02/2022 | GRAINGER INVENTORY PURCHASES | P0115390 | 9419571550 | 08/22/2022 | 1,582.64 |
| 00213016 | 09/02/2022 | GRAY & OSBORNE INC Watercourse Stabilization Proj | P0114817 | 22499 | 07/16/2022 | 14,763.29 |
| 00213017 | 09/02/2022 | HDL COMPANIES Contract Services-July 2022 | P0115398 | SIN020557 | 08/18/2022 | 225.00 |
| 00213018 | 09/02/2022 | HDR ENGINEERING INC WATER METER REPLACEMENT PROGRA | P0102980 | 1200451874 | 08/08/2022 | 3,121.43 |
| 00213019 | 09/02/2022 | HEALTHFORCE PARTNERS INC Entry Level Medical Exam - Ofc | P0115435 | 22192 | 07/31/2022 | 655.00 |
| 00213020 | 09/02/2022 | HOME DEPOT CREDIT SERVICE INVENTORY PURCHASES | P0115388 | 1074050 | 08/24/2022 | 1,451.12 |
| 00213021 | 09/02/2022 | HOUGH BECK & BAIRD LINCOLN LANDING CONSTRUCTION | P0115386 | 14672 | 08/01/2022 | 23,725.27 |
| 00213022 | 09/02/2022 | KC HOUSING AUTHORITY Rental Assistance for EA clien | P0113286 | 090122 | 09/01/2022 | 563.00 |
| 00213023 | 09/02/2022 | KING COUNTY FINANCE King County Jail Fees - Invoic | P0115460 | 3003705 | 08/10/2022 | 10,801.34 |
| 00213024 | 09/02/2022 | KPFF CONSULTING ENGINEERS Luther Burbank Park Final Desi | P0114806 | 436279 | 08/17/2022 | 27,140.00 |
| 00213025 | 09/02/2022 | KPG 22065 Transportation Element U | P0102334 | 187189 | 08/18/2022 | 21,992.00 |
| 00213026 | 09/02/2022 | KROESENS UNIFORM COMPANY Academy Uniforms - Tranter - | P0115459 | 68736 | 06/30/2022 | 5,577.61 |
| 00213027 | 09/02/2022 | LAKESIDE DOORS INC MAIN FIRE STATION BROKEN SPRIN | P0115456 | 15309 | 07/12/2022 | 11,624.36 |
| 00213028 | 09/02/2022 | LIFE ASSIST INC Stock Aid Supplies INV #124463 | P0115476 | 1244638 | 08/29/2022 | 1,330.94 |
| 00213029 | 09/02/2022 | LLOYD ENTERPRISES INC Landscaping materials for WO39 | P0115478 | 167196 | 08/31/2022 | 3,583.10 |
| 00213030 | 09/02/2022 | LOISEAU, LERI M LEOFF1 Retiree Medical Expense | P0115446 | 082922 | 08/29/2022 | 148.50 |
| 00213031 | 09/02/2022 | METROPRESORT AUG 2022 PRINTING & MAILING OF | P0115415 | IN646967 | 08/24/2022 | 1,887.03 |
| 00213032 | 09/02/2022 | MI SCHOOL DISTRICT #400 2022 MISD SCHOOL DISTRICT FUEL | P0115408 | 2022-07.31.22FUE | 08/24/2022 | 24,071.01 |
| 00213033 | 09/02/2022 | NORCOM 911 2022 Quarterly Norcom Assessme | P0113178 | 0001333 | 09/01/2022 | 180,638.44 |
| 00213034 | 09/02/2022 | NORWEST GRAPHICS LLC Embroidered Polos (Mayor) | P0115444 | 8318387 | 08/23/2022 | 118.80 |
| 00213035 | 09/02/2022 | NW MODULAR SYSTEMS FURNITURE VARIDESK PRO PLUS 36 | P0115455 | 22-201 | 07/28/2022 | 264.24 |
| 00213036 | 09/02/2022 | OCCUPATIONAL HEALTH CTRS OF WA DOT PHYSICAL FOR ERIC MARTIN | P0115439 | 76339113 | 08/10/2022 | 232.00 |
| 00213037 | 09/02/2022 | OLDCASTLE PRECAST INC 25" X 2" FLAT GRADE RING (PTG) | P0115422 | 010258331 | 08/12/2022 | 898.42 |
| 00213038 | 09/02/2022 | PLANTSCAPES INC EXTERIOR JUNE LABOR 2022 | P0115396 | 56268E | 08/15/2022 | 2,807.55 |

Accounts Payable Report by Check Number

| Check No | Check Date | Vendor Name/Description | PO # | Invoice # | Invoice Date | Check Amount |
|----------|------------|---|----------|-----------------|--------------|--------------|
| 00213039 | 09/02/2022 | QUENCH USA INC Equipment Rental 7/1-6/30/2023 | P0115470 | INV04149882 | 07/01/2022 | 3,139.20 |
| 00213040 | 09/02/2022 | REMOTE SATELLITE SYSTEMS INT'L EMAC Sat Phone Service - | P0115463 | 00119294 | 08/09/2022 | 113.00 |
| 00213041 | 09/02/2022 | RESERVE ACCOUNT AUG 2022 RESERVE FUND REFILL F | P0115466 | AUG2022 | 08/18/2022 | 2,500.00 |
| 00213042 | 09/02/2022 | RH2 ENGINEERING INC RESERVOIR PUMP-MOTOR ASSESMENT | P0111663 | 86977 | 08/08/2022 | 4,445.25 |
| 00213043 | 09/02/2022 | RICOH USA INC (FIRE) Copier Rental/Fire INV #106453 | P0115431 | 106453258 | 08/22/2022 | 278.77 |
| 00213044 | 09/02/2022 | RON'S STUMP REMOVAL CHANGE ORDER - Emergency respn | P0115481 | 10817 | 07/28/2022 | 29,182.00 |
| 00213045 | 09/02/2022 | ROOT CAUSE LLC Remove alders at 3430 76th Ave | P0115480 | 1177 | 08/11/2022 | 2,807.55 |
| 00213046 | 09/02/2022 | RUCKER, MANORD J LEOFF1 Retiree Medical Expense | P0115447 | 082922 | 08/29/2022 | 177.31 |
| 00213047 | 09/02/2022 | SCHUMACHER, CHERYL Rental assistance for EA clien | P0115488 | 082222 | 08/22/2022 | 1,096.84 |
| 00213048 | 09/02/2022 | SEATTLE BOAT COMPANY Marine Patrol Fuel - | P0115440 | 993-19956-47166 | 08/20/2022 | 1,095.33 |
| 00213049 | 09/02/2022 | SEATTLE SHAKESPEARE COMPANY SHAKESPEARE IN THE PARK 081922 | P0115402 | 081922 | 08/19/2022 | 7,000.00 |
| 00213050 | 09/02/2022 | SHORELINE FIRE DEPARTMENT Phlebotomist Service for Seafa | P0115433 | 22-046 | 08/25/2022 | 4,371.69 |
| 00213051 | 09/02/2022 | SHOREWOOD #14885 Utility assistance for EA clie | P0113288 | 082622 | 08/26/2022 | 1,955.54 |
| 00213052 | 09/02/2022 | SOREANO'S PLUMBING INC REPAIRED WATER HEATER 9611 SE | P0115472 | 45174 | 05/05/2022 | 578.03 |
| 00213053 | 09/02/2022 | TKE CORPORATION COMMUNITY CENTER MAINT 61/-8/3 | P0115474 | 3006648659 | 06/01/2022 | 252.44 |
| 00213054 | 09/02/2022 | TRAFFIC SAFETY SUPPLY INVENTORY PURCHASES | P0115457 | INV051886 | 08/18/2022 | 242.11 |
| 00213055 | 09/02/2022 | TUSCAN ENTERPRISES INC New Graphics on new patrol car | P0115462 | 441111 | 08/24/2022 | 1,772.61 |
| 00213056 | 09/02/2022 | UNITED RENTALS NORTH AMERICA GANTRY CRANE RENTAL | P0115424 | 206913730-003 | 08/11/2022 | 1,310.54 |
| 00213057 | 09/02/2022 | US BANK CORP PAYMENT SYS Computer Supplies | | 5539AUG22 | 08/08/2022 | 39,732.24 |
| 00213058 | 09/02/2022 | VERITIV OPERATING COMPANY INVENTORY PURCHASES | P0115425 | 665-22809630 | 08/09/2022 | 1,637.26 |
| 00213059 | 09/02/2022 | VERIZON WIRELESS VERIZON JULY 07-AUG06 FIRE | P0115404 | 9912840804 | 08/06/2022 | 18.85 |
| 00213060 | 09/02/2022 | WALLACE, THOMAS LEOFF1 LTC Expenses | P0115430 | 082622 | 08/26/2022 | 6,000.00 |
| 00213061 | 09/02/2022 | WALTER E NELSON CO Inventory Supplies INV626155 | P0115475 | 881365 | 08/24/2022 | 114.15 |
| 00213062 | 09/02/2022 | WILSON BOHANNAN PADLOCK CO INVENTORY PURCHASES | P0115421 | 0193292-IN | 08/11/2022 | 2,619.70 |
| | | | | | Total | 698,615.69 |

CERTIFICATION OF CLAIMS

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



Finance Director

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

Mayor

Date

| <u>Report</u> | <u>Warrants</u> | <u>Date</u> | <u>Amount</u> |
|----------------|-----------------|-------------|----------------|
| Check Register | 213063-213147 | 9/9/2022 | \$1,226,050.39 |
| | | | \$1,226,050.39 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|--------------------------------|--------------------------------|--------------|
| <i>Org Key: 001000 - General Fund-Admin Key</i> | | | | |
| P0115574 | 00213065 | ADUT, JEN | MAY 2, 2022 PICNIC REFUND | 175.00 |
| <i>Org Key: 402000 - Water Fund-Admin Key</i> | | | | |
| P0115477 | 00213144 | WALTER E NELSON CO | INVENTORY PURCHASES | 3,258.41 |
| P0115509 | 00213099 | H D FOWLER | INVENTORY PURCHASES | 1,795.78 |
| | 00213095 | GOE, WALTER | REFUND OVERPAY 00688540004 | 305.87 |
| | 00213086 | CONSTANCE & CHARLES COBBS | REFUND OVERPAY 00309650005 | 251.84 |
| P0115563 | 00213096 | GRAINGER | INVENTORY PURCHASES | 156.63 |
| P0115578 | 00213096 | GRAINGER | INVENTORY PURCHASES | 104.57 |
| <i>Org Key: 814074 - Garnishments</i> | | | | |
| | 00213134 | SUTTELL & HAMMER, P.S. | PAYROLL EARLY WARRANTS | 883.88 |
| | 00213079 | CHAPTER 13 TRUSTEE | PAYROLL EARLY WARRANTS | 572.00 |
| <i>Org Key: 814075 - Mercer Island Emp Association</i> | | | | |
| | 00213113 | MI EMPLOYEES ASSOC | PAYROLL EARLY WARRANTS | 212.50 |
| <i>Org Key: CO6300 - Climate Action Plan</i> | | | | |
| P0115512 | 00213085 | CONSOLIDATED PRESS | Environmental Survey #9 Envelo | 1,592.05 |
| <i>Org Key: CT1100 - Municipal Court</i> | | | | |
| P0115523 | 00213104 | INTERCOM LANGUAGE SERVICES INC | Intercom invoice #22-372 | 615.00 |
| <i>Org Key: DS1100 - Administration (DS)</i> | | | | |
| P0115571 | 00213074 | BERK CONSULTING | COMPREHENSIVE PLAN UPDATE PUBL | 3,897.50 |
| <i>Org Key: FN1100 - Administration (FN)</i> | | | | |
| P0115572 | 00213100 | HDL COMPANIES | Long Range Forecast- Review of | 225.00 |
| P0115580 | 00213141 | VERIZON WIRELESS | JULY 24-AUG 23, 2022 FIN CELL | 47.20 |
| P0115580 | 00213141 | VERIZON WIRELESS | JULY 24-AUG 23, 2022 FIN CELL | 42.20 |
| P0115580 | 00213141 | VERIZON WIRELESS | JULY 24-AUG 23, 2022 FIN CELL | 42.20 |
| <i>Org Key: FN2100 - Data Processing</i> | | | | |
| P0115565 | 00213128 | SAGE SOFTWARE INC | 911221669 Annual Renewal Softw | 2,009.33 |
| P0115579 | 00213112 | METROPRESORT | AUG 2022 E-SERVICE PORTAL ADMI | 75.00 |
| <i>Org Key: FN4501 - Utility Billing (Water)</i> | | | | |
| P0115579 | 00213112 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 74.16 |
| P0115579 | 00213112 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 61.69 |
| P0115580 | 00213141 | VERIZON WIRELESS | JULY 24-AUG 23, 2022 FIN CELL | 47.20 |
| P0115580 | 00213141 | VERIZON WIRELESS | JULY 24-AUG 23, 2022 FIN CELL | 42.20 |
| P0115580 | 00213141 | VERIZON WIRELESS | JULY 24-AUG 23, 2022 FIN CELL | 42.20 |
| <i>Org Key: FN4502 - Utility Billing (Sewer)</i> | | | | |
| P0115579 | 00213112 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 74.16 |
| P0115579 | 00213112 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 61.69 |
| <i>Org Key: FN4503 - Utility Billing (Storm)</i> | | | | |
| P0115579 | 00213112 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 74.16 |
| P0115579 | 00213112 | METROPRESORT | AUG 2022 PRINTING & MAILING OF | 61.70 |
| <i>Org Key: FR0000 - Fire-Revenue</i> | | | | |
| P0115568 | 00213094 | GEDVILA, EDMUND | REFUND DUE | 25.00 |

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| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|-----------------------------|--------------------------------|--------------|
| P0115564 | 00213068 | ANTHEM BLUE CROSS | Refund Claim 22186G15097 | 3.97 |
| <i>Org Key: FR1100 - Administration (FR)</i> | | | | |
| P0115342 | 00213070 | ASPECT SOFTWARE INC | Telestaff June Fee ASI071778 | 165.15 |
| <i>Org Key: FR2100 - Fire Operations</i> | | | | |
| P0115561 | 00213083 | COMCAST | COMCAST 090122 | 1,254.19 |
| P0115556 | 00213082 | COMCAST | MI FIRE STATION | 113.87 |
| P0115556 | 00213082 | COMCAST | MI FIRE STATION | 93.92 |
| P0115556 | 00213082 | COMCAST | MI FIRE STATION | 62.41 |
| <i>Org Key: GB0101 - Public Works Building Repairs</i> | | | | |
| P0111207 | 00213137 | TRANSPORTATION SYSTEMS INC | ROW UNIT PRICED ELECTRICAL REP | 9,382.81 |
| P0115377 | 00213133 | STEMPER ARCHITECTURE COLLAB | PUBLIC WORKS BUILDING EXISTING | 4,825.00 |
| P0111260 | 00213081 | COLUMBIA BANK | ROW DEPT ELECTRICAL RETAINAGE | 946.90 |
| P0115469 | 00213102 | HOME DEPOT CREDIT SERVICE | CONCRETE SEALER & PAINT | 511.65 |
| P0115576 | 00213109 | LN CURTIS & SONS | 1-1/2" FIRE HOSE, 1-35' & 1-15 | 377.30 |
| <i>Org Key: GB0102 - MICEC Building Repairs</i> | | | | |
| P0115546 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND COMMUNITY EVENT | 5,280.02 |
| <i>Org Key: GE0107 - Fleet Replacements</i> | | | | |
| P0115502 | 00213091 | FINANCIAL CONSULTANTS INT'L | Remove Equipment from 506 to b | 806.60 |
| <i>Org Key: GGM001 - General Government-Misc</i> | | | | |
| P0115561 | 00213083 | COMCAST | COMCAST 090122 | 2,584.78 |
| P0115556 | 00213082 | COMCAST | CITY OF MI | 111.46 |
| P0115556 | 00213082 | COMCAST | MI CITY HALL | 11.41 |
| <i>Org Key: GGM004 - Gen Govt-Office Support</i> | | | | |
| P0115517 | 00213084 | CONFIDENTIAL DATA DISPOSAL | City Shredding - May 2022 - In | 225.00 |
| P0115500 | 00213084 | CONFIDENTIAL DATA DISPOSAL | City Shredding - 8-16 and 8/30 | 225.00 |
| P0115503 | 00213126 | RICOH USA INC | Fire Copier INV 5065449274 | 116.84 |
| <i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i> | | | | |
| P0115428 | 00213108 | KUHN, DAVID | LEOFF1 Retiree Medical Expense | 623.98 |
| P0113682 | 00213063 | ABBOTT, RICHARD | LEOFF1 Retiree Medical Expense | 394.17 |
| P0115427 | 00213110 | LYONS, STEVEN | LEOFF1 Retiree Medical Expense | 214.20 |
| P0115426 | 00213089 | ELSOE, RONALD | LEOFF1 Retiree Medical Expense | 151.72 |
| P0115414 | 00213075 | BOOTH, GLENDON D | LEOFF1 Retiree Medical Expense | 151.06 |
| P0115413 | 00213064 | ADAMS, RONALD E | LEOFF1 Retiree Medical Expense | 41.66 |
| <i>Org Key: GGX620 - Custodial Disbursements</i> | | | | |
| P0115525 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal | 4,119.28 |
| P0115567 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal AUG | 4,102.30 |
| P0115524 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal | 3,217.64 |
| P0115567 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal AUG | 2,354.81 |
| P0115567 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal AUG | 2,265.88 |
| P0115525 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal | 2,213.26 |
| P0115566 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal AUG | 2,067.44 |
| P0115524 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal | 1,945.49 |
| P0115525 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal | 1,931.66 |
| P0115566 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal AUG | 1,159.44 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|---------------------------|--------------------------------|--------------|
| P0115567 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal AUG | 985.72 |
| P0115524 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal | 968.53 |
| P0115525 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal | 840.27 |
| P0115566 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal AUG | 692.42 |
| P0115567 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal AUG | 492.36 |
| P0115567 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal AUG | 486.43 |
| P0115524 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal | 431.28 |
| P0115525 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal | 419.65 |
| P0115525 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal | 403.33 |
| P0115566 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal AUG | 278.38 |
| P0115525 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal | 229.28 |
| P0115525 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal | 216.37 |
| P0115524 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal | 215.47 |
| P0115566 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal AUG | 197.29 |
| P0115567 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal AUG | 155.54 |
| P0115567 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal AUG | 155.54 |
| P0115524 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal | 152.86 |
| P0115566 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal AUG | 149.99 |
| P0115566 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal AUG | 149.98 |
| P0115566 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal AUG | 139.13 |
| P0115567 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal AUG | 121.90 |
| P0115566 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal AUG | 120.60 |
| P0115524 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal | 62.06 |
| P0115566 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal AUG | 55.25 |
| P0115524 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal | 33.94 |
| P0115525 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal | 30.33 |
| P0115567 | 00213143 | WA ST TREASURER'S OFFICE | Remit NC Court Transmittal AUG | 13.77 |
| P0115524 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal | 2.23 |
| P0115524 | 00213143 | WA ST TREASURER'S OFFICE | Remit MI Court Transmittal | 2.22 |
| <i>Org Key: IGV012 - MW Pool Operation Subsidy</i> | | | | |
| P0114424 | 00213114 | MI SCHOOL DISTRICT #400 | 2022 MI School District for Po | 50,645.24 |
| <i>Org Key: IS2100 - IGS Network Administration</i> | | | | |
| P0115220 | 00213078 | CDW GOVERNMENT INC | Commvault Annual Subscription | 7,990.26 |
| P0115239 | 00213093 | Freshdesk | Freshdesk 1yr 6 Agents | 1,189.08 |
| P0115581 | 00213141 | VERIZON WIRELESS | JUL 24-AUG 23, 2022 IGS CELL P | 227.51 |
| P0115580 | 00213141 | VERIZON WIRELESS | JULY 24-AUG 23, 2022 FIN CELL | 40.01 |
| <i>Org Key: MT2100 - Roadway Maintenance</i> | | | | |
| P0115551 | 00213123 | PLANTSCAPES INC | EXTERIOR LABOR JULY 2022 | 13,913.89 |
| P0115549 | 00213123 | PLANTSCAPES INC | EXTERIOR LABOR APRIL 2022 INVO | 5,202.23 |
| P0115550 | 00213123 | PLANTSCAPES INC | Exterior labor to cleanup bed | 4,376.48 |
| P0115552 | 00213123 | PLANTSCAPES INC | AUGUST 2022 EXTERIOR LABOR TO | 3,220.43 |
| P0115553 | 00213146 | WSDOT | PROJECT COSTS FOR JULY 2022 28 | 1,033.42 |
| P0115506 | 00213135 | TACOMA SCREW PRODUCTS INC | 5/16" X 2" GALV. LAG SCREWS (4 | 162.91 |
| P0115570 | 00213102 | HOME DEPOT CREDIT SERVICE | EXTENSION CORDS & TOOL BOX | 124.69 |
| P0115510 | 00213102 | HOME DEPOT CREDIT SERVICE | CUTTER WHEELS, SPRAY TIP & EXT | 112.57 |
| P0115508 | 00213099 | H D FOWLER | CHECK RUBBER KIT FOR 1" FEBCO | 105.56 |
| <i>Org Key: MT3100 - Water Distribution</i> | | | | |
| P0115492 | 00213127 | S&B INC | F4-SLV-MBR COMMUNICATION | 330.30 |

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| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|--------------------------------|--------------------------------|--------------|
| P0115511 | 00213102 | HOME DEPOT CREDIT SERVICE | KILZ 2 PRIMER | 145.20 |
| P0115489 | 00213102 | HOME DEPOT CREDIT SERVICE | GREY CANOPY | 86.35 |
| <i>Org Key: MT3300 - Water Associated Costs</i> | | | | |
| | 00213090 | FELIX, JIM | WORK CLOTHES | 353.87 |
| | 00213076 | BOROVINA, RAYMOND | MILEAGE | 83.63 |
| | 00213125 | PULU, ANDRU | CDL TEST CDL PERMIT | 79.50 |
| <i>Org Key: MT3400 - Sewer Collection</i> | | | | |
| P0115494 | 00213103 | IBS INC | 3/4" BRASS WASHERS | 769.18 |
| P0113803 | 00213073 | BEUC | 2022 Unit Price Utilities | 331.38 |
| P0115563 | 00213096 | GRAINGER | FLASHLIGHTS | 86.44 |
| P0115494 | 00213103 | IBS INC | 1/2" SOCKET | 29.78 |
| <i>Org Key: MT3500 - Sewer Pumps</i> | | | | |
| P0115493 | 00213124 | PLATT ELECTRIC | ELECTRICAL FITTINGS | 25.05 |
| <i>Org Key: MT3600 - Sewer Associated Costs</i> | | | | |
| P0115468 | 00213131 | SOUND SAFETY PRODUCTS | SAFETY BOOTS & MISC. WORK CLOT | 210.40 |
| P0115467 | 00213116 | OCCUPATIONAL HEALTH CTRS OF WA | RAY BOROVINA HEP B VACCINATION | 146.00 |
| <i>Org Key: MT3800 - Storm Drainage</i> | | | | |
| P0115333 | 00213078 | CDW GOVERNMENT INC | Adobe Acrobat Standard Deeqa | 359.22 |
| P0115570 | 00213102 | HOME DEPOT CREDIT SERVICE | DRILL BIT SET & TRIGGER CLAMPS | 132.02 |
| P0115563 | 00213096 | GRAINGER | FLASHLIGHTS | 89.06 |
| <i>Org Key: MT4150 - Support Services - Clearing</i> | | | | |
| P0115559 | 00213140 | VERIZON WIRELESS | VERIZON JULY 24-AUG 23, 2022 | 4,139.57 |
| P0115562 | 00213080 | CINTAS CORPORATION #460 | 2022 PW COVERALL SERVICE | 3,044.40 |
| P0115497 | 00213139 | UTILITIES UNDERGROUND LOCATION | 2022 UTILITY LOCATES | 281.22 |
| P0115556 | 00213082 | COMCAST | CITY OF MI | 86.41 |
| <i>Org Key: MT4200 - Building Services</i> | | | | |
| P0115534 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND CITY HALL WO# 3 | 3,966.35 |
| P0115532 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND FIRE STATION #9 | 1,642.69 |
| P0115538 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND MAINTENANCE SHO | 1,424.69 |
| P0115545 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND FIRE STATION #91 | 1,134.03 |
| P0115541 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND CITY HALL WO# 3 | 859.88 |
| P0115533 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND CITY HALL WO# 32 | 618.76 |
| P0115540 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND FIRE STATION #9 | 490.77 |
| P0115535 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND MAINTENANCE | 483.34 |
| P0115536 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND FIRE STATION #9 | 483.34 |
| P0115563 | 00213096 | GRAINGER | FLASHLIGHTS | 86.42 |
| P0115569 | 00213102 | HOME DEPOT CREDIT SERVICE | 3/8" M PLUG X FNPT QUICK CONNE | 32.96 |
| <i>Org Key: MT4300 - Fleet Services</i> | | | | |
| P0115520 | 00213115 | NAPA AUTO PARTS | REPAIR PARTS | 1,463.22 |
| P0115507 | 00213067 | AMERIGAS-1400 | 2022 PROPANE DELIVERY | 1,275.28 |
| P0115479 | 00213131 | SOUND SAFETY PRODUCTS | SAFETY BOOTS & MISC. WORK CLOT | 385.05 |
| P0115496 | 00213071 | AUTONATION INC | FLEET PARTS | 308.02 |
| <i>Org Key: MT4501 - Water Administration</i> | | | | |
| P0115518 | 00213129 | SEATTLE PUBLIC UTILITIES | JULY 2022 WATER PURCHASE | 292,853.24 |

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|---|----------|--------------------------------|--------------------------------|--------------|
| <i>Org Key: MT4502 - Sewer Administration</i> | | | | |
| P0113196 | 00213106 | KING COUNTY TREASURY | JAN-DEC 2022 MONTHLY SEWER CHA | 424,904.48 |
| <i>Org Key: MT6100 - Park Maintenance</i> | | | | |
| | 00213098 | Gregg, Jenni | WHISTLE WORKWEAR | 182.60 |
| P0115562 | 00213080 | CINTAS CORPORATION #460 | PARKS 2022 COVERALL SERVICE | 101.40 |
| | 00213092 | FRAZEE, JANE | PARKS UNIFORM | 82.68 |
| <i>Org Key: MT6200 - Athletic Field Maintenance</i> | | | | |
| P0115490 | 00213122 | PIONEER MANUFACTURING COMPANY | GAMELINE UNIVERSAL FIELD PAINT | 2,192.62 |
| <i>Org Key: MT6500 - Luther Burbank Park Maint</i> | | | | |
| P0115514 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND LUTHER BURBANK | 3,216.02 |
| P0115515 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND LUTHER BURBANK & | 2,830.67 |
| <i>Org Key: PA0100 - Open Space Management</i> | | | | |
| P0114766 | 00213069 | APPLIED ECOLOGY LLC | RESTORATION WORK IN LUTHER BUR | 1,801.80 |
| <i>Org Key: PA0118 - Lincoln Landing Watercourse Re</i> | | | | |
| P0115280 | 00213117 | OMA CONSTRUCTION INC | Lincoln Landing Shoreline and | 152,873.85 |
| <i>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</i> | | | | |
| P0114951 | 00213069 | APPLIED ECOLOGY LLC | RESTORATION WORK IN PIONEER PA | 7,199.35 |
| <i>Org Key: PO1350 - Police Emergency Management</i> | | | | |
| P0115521 | 00213130 | SKYLINE COMMUNICATIONS INC | SEPT 2022 EOC INTERNET | 216.55 |
| <i>Org Key: PO2100 - Patrol Division</i> | | | | |
| P0115501 | 00213107 | KROESENS UNIFORM COMPANY | Uniform Supplies - invoice # 6 | 1,919.34 |
| P0115516 | 00213121 | PIGSKIN UNIFORMS | Jumpsuit Order - Sgt. Schumach | 627.17 |
| P0115501 | 00213107 | KROESENS UNIFORM COMPANY | Uniform Supplies - invoice # 6 | 148.80 |
| P0115501 | 00213107 | KROESENS UNIFORM COMPANY | Uniform Supplies - invoice # 6 | 50.70 |
| P0115501 | 00213107 | KROESENS UNIFORM COMPANY | Uniform Supplies - invoice # 6 | 49.45 |
| P0115501 | 00213107 | KROESENS UNIFORM COMPANY | Uniform Supplies - invoice # 6 | 27.56 |
| P0115501 | 00213107 | KROESENS UNIFORM COMPANY | Uniform Supplies - invoice # 6 | 7.17 |
| <i>Org Key: PO2201 - Dive Team</i> | | | | |
| P0115498 | 00213142 | VIRGINIA MASON CLINIC | Dive Team Physical - Ofc. Barr | 123.00 |
| P0115505 | 00213138 | UNDERWATER SPORTS INC. | Repair of Drysuit - Sgt. | 60.06 |
| <i>Org Key: PO3100 - Investigation Division</i> | | | | |
| P0115519 | 00213136 | THOMSON REUTERS - WEST | West Investigative Services - | 465.05 |
| <i>Org Key: PO4300 - Police Training</i> | | | | |
| P0115499 | 00213087 | CRIMINAL JUSTICE TRAINING COMM | Academy Costs - Recruit's | 8,424.00 |
| <i>Org Key: PR1100 - Administration (PR)</i> | | | | |
| P0115557 | 00213085 | CONSOLIDATED PRESS | POSTCARD SIMPLIFIED MAILING PR | 1,498.65 |
| <i>Org Key: PR4100 - Community Center</i> | | | | |
| P0115547 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND COMMUNITY EVENT | 3,417.50 |
| P0115537 | 00213119 | PACIFIC AIR CONTROL INC | FROM 10/01/2021 TO 12/31/2021 | 2,933.89 |
| P0115543 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND COMMUNITY EVENT | 859.88 |
| P0115529 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND COMMUNITY EVENT | 789.42 |
| P0115556 | 00213082 | COMCAST | MI COMMUNITY CENTER | 299.19 |

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| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|--------------------------------|--------------------------------|--------------|
| <i>Org Key: PRAT40 - Ongoing Art Programs</i> | | | | |
| P0115555 | 00213066 | ALLOY ART SERVICES LLC | Completed all Priority 1 works | 3,790.47 |
| <i>Org Key: SU0113 - SCADA System Replacement-Sewer</i> | | | | |
| P0115236 | 00213105 | KAASM LLC | WINCC OPERATOR STATION LICENSE | 6,589.49 |
| <i>Org Key: SU0170 - ARPA - Sewer Pipe Upsize</i> | | | | |
| P0114350 | 00213132 | Staheli Trenchless Consultants | 21-48 Sewer Pipe Replacements | 18,632.40 |
| <i>Org Key: SW0104 - Sub Basin 22.1 Watercourse Sta</i> | | | | |
| P0115513 | 00213097 | GRAY & OSBORNE INC | Watercourse Stabilization Proj | 6,902.14 |
| <i>Org Key: SW0106 - Sub basin 25b.2 Watercourse St</i> | | | | |
| P0115513 | 00213097 | GRAY & OSBORNE INC | Watercourse Stabilization Proj | 6,902.14 |
| <i>Org Key: WU0102 - SCADA System Replacement-Water</i> | | | | |
| P0115236 | 00213105 | KAASM LLC | WINCC OPERATOR STATION LICENSE | 6,589.48 |
| <i>Org Key: WU0110 - 82 Ave SE, N of SE 24 St Water</i> | | | | |
| P0111071 | 00213120 | Pacific Civil & Infrastructure | 2021 WATER SYSTEM IMPROVEMENT | 43,726.84 |
| <i>Org Key: WU0116 - RRA/ ERP Updates & Water Syste</i> | | | | |
| P0114148 | 00213101 | HDR ENGINEERING INC | 2022 Water Modeling & Fire Flo | 5,416.93 |
| P0115554 | 00213088 | DEPT OF HEALTH | REVIEW AND/OR APPROVAL OF PROJ | 1,349.00 |
| <i>Org Key: YF1200 - Thrift Shop</i> | | | | |
| P0115544 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND THRIFT SHOP WO# | 3,032.15 |
| P0115542 | 00213119 | PACIFIC AIR CONTROL INC | MERCER ISLAND THRIFT SHOP WO# | 653.99 |
| P0115539 | 00213119 | PACIFIC AIR CONTROL INC | FROM 01/01/2022 TO 02/28/2022 | 345.16 |
| P0115580 | 00213141 | VERIZON WIRELESS | JULY 24-AUG 23, 2022 YFS CELL | 131.60 |
| <i>Org Key: YF2500 - Family Counseling</i> | | | | |
| P0115585 | 00213145 | WOOD, JULIE D | Clinical Consultation Apr-Aug | 1,190.00 |
| P0115587 | 00213147 | YAMADA, MARK | Professional consultation | 200.00 |
| <i>Org Key: YF2600 - Family Assistance</i> | | | | |
| P0115588 | 00213072 | ESSEX PORTFOLIO L.P. | Rental assistance for EA clien | 2,000.00 |
| P0115586 | 00213111 | MERCER EAST | Utility assistance for EA clie | 553.94 |
| <i>Org Key: YF2850 - Federal SPF Grant</i> | | | | |
| P0115582 | 00213077 | CACTUS PRODUCTIONS | HYI media content creation | 15,000.00 |
| Total | | | | 1,226,050.39 |

Accounts Payable Report by Check Number

| Check No | Check Date | Vendor Name/Description | PO # | Invoice # | Invoice Date | Check Amount |
|----------|------------|--|----------|------------------|--------------|--------------|
| 00213063 | 09/09/2022 | ABBOTT, RICHARD LEOFF1 Retiree Medical Expense | P0113682 | 022322 | 02/23/2022 | 394.17 |
| 00213064 | 09/09/2022 | ADAMS, RONALD E LEOFF1 Retiree Medical Expense | P0115413 | 082522 | 08/25/2022 | 41.66 |
| 00213065 | 09/09/2022 | ADUT, JEN MAY 2, 2022 PICNIC REFUND | P0115574 | 050222 | 05/02/2022 | 175.00 |
| 00213066 | 09/09/2022 | ALLOY ART SERVICES LLC Completed all Priority 1 works | P0115555 | 082522 | 08/25/2022 | 3,790.47 |
| 00213067 | 09/09/2022 | AMERIGAS-1400 2022 PROPANE DELIVERY | P0115507 | 3140238987 | 08/23/2022 | 1,275.28 |
| 00213068 | 09/09/2022 | ANTHEM BLUE CROSS Refund Claim 22186G15097 | P0115564 | 114-2022-0000906 | 05/19/2022 | 3.97 |
| 00213069 | 09/09/2022 | APPLIED ECOLOGY LLC RESTORATION WORK IN LUTHER BUR | P0114951 | 1360 | 08/05/2022 | 9,001.15 |
| 00213070 | 09/09/2022 | ASPECT SOFTWARE INC Telestaff June Fee ASI071778 | P0115342 | ASI071778 | 06/05/2022 | 165.15 |
| 00213071 | 09/09/2022 | AUTONATION INC FLEET PARTS | P0115496 | 184084 | 08/18/2022 | 308.02 |
| 00213072 | 09/09/2022 | ESSEX PORTFOLIO L.P. Rental assistance for EA clien | P0115588 | 080822 | 08/08/2022 | 2,000.00 |
| 00213073 | 09/09/2022 | BECU 2022 Unit Price Utilities | P0113803 | RET-43 | 07/29/2022 | 331.38 |
| 00213074 | 09/09/2022 | BERK CONSULTING COMPREHENSIVE PLAN UPDATE PUBL | P0115571 | 10720-07-22 | 08/30/2022 | 3,897.50 |
| 00213075 | 09/09/2022 | BOOTH, GLENDON D LEOFF1 Retiree Medical Expense | P0115414 | 082622 | 08/26/2022 | 151.06 |
| 00213076 | 09/09/2022 | BOROVINA, RAYMOND MILEAGE | | 082622 | 08/26/2022 | 83.63 |
| 00213077 | 09/09/2022 | CACTUS PRODUCTIONS HYI media content creation | P0115582 | 1121 | 08/26/2022 | 15,000.00 |
| 00213078 | 09/09/2022 | CDW GOVERNMENT INC Commvault Annual Subscription | P0115333 | CF88062 | 08/18/2022 | 8,349.48 |
| 00213079 | 09/09/2022 | CHAPTER 13 TRUSTEE PAYROLL EARLY WARRANTS | | 090922 | 09/09/2022 | 572.00 |
| 00213080 | 09/09/2022 | CINTAS CORPORATION #460 2022 PW COVERALL SERVICE | P0115562 | 083122 | 08/31/2022 | 3,145.80 |
| 00213081 | 09/09/2022 | COLUMBIA BANK ROW DEPT ELECTRICAL RETAINAGE | P0111260 | 5278-RET | 06/01/2022 | 946.90 |
| 00213082 | 09/09/2022 | COMCAST MI FIRE STATION | P0115556 | 0012599-AUG22 | 08/20/2022 | 778.67 |
| 00213083 | 09/09/2022 | COMCAST COMCAST 090122 | P0115561 | 154218636 | 09/01/2022 | 3,838.97 |
| 00213084 | 09/09/2022 | CONFIDENTIAL DATA DISPOSAL City Shredding - May 2022 - In | P0115500 | 214276 | 08/31/2022 | 450.00 |
| 00213085 | 09/09/2022 | CONSOLIDATED PRESS Environmental Survey #9 Envelo | P0115557 | 29289 | 06/30/2022 | 3,090.70 |
| 00213086 | 09/09/2022 | CONSTANCE & CHARLES COBBS REFUND OVERPAY 00309650005 | | 090122 | 09/01/2022 | 251.84 |
| 00213087 | 09/09/2022 | CRIMINAL JUSTICE TRAINING COMM Academy Costs - Recruit's | P0115499 | 201136770 | 08/25/2022 | 8,424.00 |
| 00213088 | 09/09/2022 | DEPT OF HEALTH REVIEW AND/OR APPROVAL OF PROJ | P0115554 | N03954 | 08/24/2022 | 1,349.00 |

Accounts Payable Report by Check Number

| Check No | Check Date | Vendor Name/Description | PO # | Invoice # | Invoice Date | Check Amount |
|----------|------------|---|----------|------------------|--------------|--------------|
| 00213089 | 09/09/2022 | ELSOE, RONALD LEOFF1 Retiree Medical Expense | P0115426 | 082622 | 08/26/2022 | 151.72 |
| 00213090 | 09/09/2022 | FELIX, JIM WORK CLOTHES | | 081222 | 08/12/2022 | 353.87 |
| 00213091 | 09/09/2022 | FINANCIAL CONSULTANTS INT'L Remove Equipment from 506 to b | P0115502 | 17648 | 08/30/2022 | 806.60 |
| 00213092 | 09/09/2022 | FRAZEE, JANE PARKS UNIFORM | | 081222 | 08/12/2022 | 82.68 |
| 00213093 | 09/09/2022 | Freshdesk Freshdesk 1yr 6 Agents | P0115239 | FD1626374 | 08/06/2022 | 1,189.08 |
| 00213094 | 09/09/2022 | GEDVILA, EDMUND REFUND DUE | P0115568 | 114-2021-0002267 | 09/02/2022 | 25.00 |
| 00213095 | 09/09/2022 | GOE, WALTER REFUND OVERPAY 00688540004 | | 090122 | 09/01/2022 | 305.87 |
| 00213096 | 09/09/2022 | GRAINGER INVENTORY PURCHASES | P0115563 | 2566/8474/8297 | 09/06/2022 | 523.12 |
| 00213097 | 09/09/2022 | GRAY & OSBORNE INC Watercourse Stabilization Proj | P0115513 | 4 | 08/15/2022 | 13,804.28 |
| 00213098 | 09/09/2022 | Gregg, Jenni WHISTLE WORKWEAR | | 070822 | 07/08/2022 | 182.60 |
| 00213099 | 09/09/2022 | H D FOWLER INVENTORY PURCHASES | P0115508 | I6199533 | 08/31/2022 | 1,901.34 |
| 00213100 | 09/09/2022 | HDL COMPANIES Long Range Forecast- Review of | P0115572 | SIN021433 | 08/31/2022 | 225.00 |
| 00213101 | 09/09/2022 | HDR ENGINEERING INC 2022 Water Modeling & Fire Flo | P0114148 | 1200453218 | 08/11/2022 | 5,416.93 |
| 00213102 | 09/09/2022 | HOME DEPOT CREDIT SERVICE CONCRETE SEALER & PAINT | P0115569 | 7121259 | 09/07/2022 | 1,145.44 |
| 00213103 | 09/09/2022 | IBS INC 3/4" BRASS WASHERS | P0115494 | 789074-3/790433- | 08/25/2022 | 798.96 |
| 00213104 | 09/09/2022 | INTERCOM LANGUAGE SERVICES INC Intercom invoice #22-372 | P0115523 | 22-372 | 08/31/2022 | 615.00 |
| 00213105 | 09/09/2022 | KAASM LLC WINCC OPERATOR STATION LICENSE | P0115236 | KIV-34588023 | 08/23/2022 | 13,178.97 |
| 00213106 | 09/09/2022 | KING COUNTY TREASURY JAN-DEC 2022 MONTHLY SEWER CHA | P0113196 | 30035034 | 09/01/2022 | 424,904.48 |
| 00213107 | 09/09/2022 | KROESENS UNIFORM COMPANY Uniform Supplies - invoice # 6 | P0115501 | 69726 | 08/30/2022 | 2,203.02 |
| 00213108 | 09/09/2022 | KUHN, DAVID LEOFF1 Retiree Medical Expense | P0115428 | 082622 | 08/26/2022 | 623.98 |
| 00213109 | 09/09/2022 | LN CURTIS & SONS 1-1/2" FIRE HOSE, 1-35' & 1-15 | P0115576 | INV627987 | 08/31/2022 | 377.30 |
| 00213110 | 09/09/2022 | LYONS, STEVEN LEOFF1 Retiree Medical Expense | P0115427 | 082622 | 08/26/2022 | 214.20 |
| 00213111 | 09/09/2022 | MERCER EAST Utility assistance for EA clie | P0115586 | 080722 | 08/07/2022 | 553.94 |
| 00213112 | 09/09/2022 | METROPRESORT AUG 2022 E-SERVICE PORTAL ADMI | P0115579 | IN647235 | 09/07/2022 | 482.56 |
| 00213113 | 09/09/2022 | MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS | | 090922 | 09/09/2022 | 212.50 |
| 00213114 | 09/09/2022 | MI SCHOOL DISTRICT #400 2022 MI School District for Po | P0114424 | JUNE22-SEPT22 | 09/01/2022 | 50,645.24 |

Accounts Payable Report by Check Number

| Check No | Check Date | Vendor Name/Description | PO # | Invoice # | Invoice Date | Check Amount |
|----------|------------|--|----------|-----------------|--------------|--------------|
| 00213115 | 09/09/2022 | NAPA AUTO PARTS REPAIR PARTS | P0115520 | 083122 | 08/31/2022 | 1,463.22 |
| 00213116 | 09/09/2022 | OCCUPATIONAL HEALTH CTRS OF WA RAY BOROVINA HEP B VACCINATION | P0115467 | 75817081 | 08/23/2022 | 146.00 |
| 00213117 | 09/09/2022 | OMA CONSTRUCTION INC Lincoln Landing Shoreline and | P0115280 | PP#2-2022 | 07/31/2022 | 152,873.85 |
| 00213119 | 09/09/2022 | PACIFIC AIR CONTROL INC MERCER ISLAND COMMUNITY EVENT | P0115544 | 49867 | 08/09/2022 | 34,462.55 |
| 00213120 | 09/09/2022 | Pacific Civil & Infrastructure 2021 WATER SYSTEM IMPROVEMENT | P0111071 | RET-PP1-5 | 09/30/2022 | 43,726.84 |
| 00213121 | 09/09/2022 | PIGSKIN UNIFORMS Jumpsuit Order - Sgt. Schumach | P0115516 | 2022-45 | 09/05/2022 | 627.17 |
| 00213122 | 09/09/2022 | PIONEER MANUFACTURING COMPANY GAMELINE UNIVERSAL FIELD PAINT | P0115490 | INV853233 | 08/29/2022 | 2,192.62 |
| 00213123 | 09/09/2022 | PLANTSCAPES INC EXTERIOR LABOR APRIL 2022 INVO | P0115552 | 56419E | 08/31/2022 | 26,713.03 |
| 00213124 | 09/09/2022 | PLATT ELECTRIC ELECTRICAL FITTINGS | P0115493 | 3D00812/3D04876 | 08/05/2022 | 25.05 |
| 00213125 | 09/09/2022 | PULU, ANDRU CDL TEST CDL PERMIT | | 081922 | 08/19/2022 | 79.50 |
| 00213126 | 09/09/2022 | RICOH USA INC Fire Copier INV 5065449274 | P0115503 | 5065449274 | 09/01/2022 | 116.84 |
| 00213127 | 09/09/2022 | S&B INC F4-SLV-MBR COMMUNICATION MODUL | P0115492 | 26246A | 08/22/2022 | 330.30 |
| 00213128 | 09/09/2022 | SAGE SOFTWARE INC 911221669 Annual Renewal Softw | P0115565 | 911221669 | 09/06/2022 | 2,009.33 |
| 00213129 | 09/09/2022 | SEATTLE PUBLIC UTILITIES JULY 2022 WATER PURCHASE | P0115518 | JULY2022 | 07/01/2022 | 292,853.24 |
| 00213130 | 09/09/2022 | SKYLINE COMMUNICATIONS INC SEPT 2022 EOC INTERNET | P0115521 | IN46818 | 09/01/2022 | 216.55 |
| 00213131 | 09/09/2022 | SOUND SAFETY PRODUCTS SAFETY BOOTS & MISC. WORK CLOT | P0115479 | 234518/3 954/3 | 08/31/2022 | 595.45 |
| 00213132 | 09/09/2022 | Staheli Trenchless Consultants 21-48 Sewer Pipe Replacements | P0114350 | 22-151 | 08/25/2022 | 18,632.40 |
| 00213133 | 09/09/2022 | STEMPER ARCHITECTURE COLLAB PUBLIC WORKS BUILDING EXISTING | P0115377 | 20701 | 08/05/2022 | 4,825.00 |
| 00213134 | 09/09/2022 | SUTTELL & HAMMER, P.S. PAYROLL EARLY WARRANTS | | 090922 | 09/09/2022 | 883.88 |
| 00213135 | 09/09/2022 | TACOMA SCREW PRODUCTS INC 5/16" X 2" GALV. LAG SCREWS (4 | P0115506 | 100134671-00 | 09/01/2022 | 162.91 |
| 00213136 | 09/09/2022 | THOMSON REUTERS - WEST West Investigative Services - | P0115519 | 846966783 | 09/01/2022 | 465.05 |
| 00213137 | 09/09/2022 | TRANSPORTATION SYSTEMS INC ROW UNIT PRICED ELECTRICAL REP | P0111207 | 5278 | 06/01/2022 | 9,382.81 |
| 00213138 | 09/09/2022 | UNDERWATER SPORTS INC. Repair of Drysuit - Sgt. | P0115505 | 20024722 | 08/18/2022 | 60.06 |
| 00213139 | 09/09/2022 | UTILITIES UNDERGROUND LOCATION 2022 UTILITY LOCATES | P0115497 | 2080183 | 08/31/2022 | 281.22 |
| 00213140 | 09/09/2022 | VERIZON WIRELESS VERIZON JULY 24-AUG 23, 2022 | P0115559 | 9914152116 | 08/23/2022 | 4,139.57 |
| 00213141 | 09/09/2022 | VERIZON WIRELESS JULY 24-AUG 23, 2022 FIN CELL | P0115580 | 9914152122 | 08/23/2022 | 662.32 |

Accounts Payable Report by Check Number

| Check No | Check Date | Vendor Name/Description | PO # | Invoice # | Invoice Date | Check Amount |
|----------|------------|--|----------|-----------------|--------------|---------------------|
| 00213142 | 09/09/2022 | VIRGINIA MASON CLINIC Dive Team Physical - Ofc. Barr | P0115498 | 7-57-21-01 | 08/13/2022 | 123.00 |
| 00213143 | 09/09/2022 | WA ST TREASURER'S OFFICE Remit MI Court Transmittal AUG | P0115567 | AUG22B | 08/01/2022 | 33,579.32 |
| 00213144 | 09/09/2022 | WALTER E NELSON CO INVENTORY PURCHASES | P0115477 | 882560 | 08/31/2022 | 3,258.41 |
| 00213145 | 09/09/2022 | WOOD, JULIE D Clinical Consultation Apr-Aug | P0115585 | 063022 | 06/30/2022 | 1,190.00 |
| 00213146 | 09/09/2022 | WSDOT PROJECT COSTS FOR JULY 2022 28 | P0115553 | RE41GMB1110R024 | 08/15/2022 | 1,033.42 |
| 00213147 | 09/09/2022 | YAMADA, MARK Professional consultation | P0115587 | 111604 | 08/10/2022 | 200.00 |
| | | | | | Total | <u>1,226,050.39</u> |

CERTIFICATION OF CLAIMS

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



Finance Director

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

Mayor

Date

| <u>Report</u> | <u>Date</u> | <u>Amount</u> |
|---------------|-------------|-----------------------|
| EFT Payments | August 2022 | \$2,879,422.69 |

Accounts Payable EFT Report

Item 3.

| Date | Description | Vendor Name/Description | Dollar Amount |
|-------------|-------------------------|--|----------------------|
| 8/1/2022 | Preauthorized ACH Debit | DIRECT DEPOSIT BANKCARD Merchant Fee-Utility 948908660000035 Billing | 7,721.38 |
| 8/1/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA Merchant Fee-Utility TRX FEES Billing | 16.15 |
| 8/1/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL Employee Withholding UNUMGROUP955 INSURANCE - Payroll | 190.50 |
| 8/1/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL Employee Withholding UNUMGROUP955 INSURANCE - Payroll | 2,038.20 |
| 8/1/2022 | Preauthorized ACH Debit | MERCHANT SERVICEMERCH Merchant Fee-Thrift FEES930553411164783 Shop | 5,919.40 |
| 8/1/2022 | Preauthorized ACH Debit | MERCHANT SVCS MERCH FEE Merchant Fee- 000000000259217 MBP.com | 2,133.44 |
| 8/1/2022 | Preauthorized ACH Debit | MERCHANT SVCS MERCH FEE 8037460410 Merchant Fee-Parking | 493.97 |
| 8/2/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING Merchant Fee | 15.00 |
| 8/2/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING Merchant Fee | 25.00 |
| 8/2/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING Merchant Fee | 30.00 |
| 8/2/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL LABOR&INDUSTRIESL&I ELF Payroll Taxes | 158,830.99 |
| 8/2/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL MERCHANT S 8039720340 Refunds - Recreation | 200.00 |
| 8/2/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL MERCHANT S 8039720340 Refunds - Recreation | 2,679.70 |
| 8/2/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL Employee Withholding NATIONWIDE PAYMENTS - Payroll | 1,075.00 |
| 8/2/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL Employee Withholding NATIONWIDE PAYMENTS - Payroll | 12,124.09 |
| 8/2/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA Merchant Fee-Utility MONTH END Billing | 10.00 |
| 8/2/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA Merchant Fee-Utility TRX FEES Billing | 1.90 |
| 8/2/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA Merchant Fee-Utility TRX FEES Billing | 12.35 |
| 8/2/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA Merchant Fee-Utility TRX FEES Billing | 45.60 |
| 8/3/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL AFLAC Employee Withholding INSURANCE - Payroll | 477.02 |

Accounts Payable EFT Report

Item 3.

| Date | Description | Vendor Name/Description | Dollar Amount |
|-------------|-------------------------|---|--|
| 8/3/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL FISERV MERCHANT FEE | Merchant Fee 6.45 |
| 8/3/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL FISERV MERCHANT FEE | Merchant Fee 6.45 |
| 8/3/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL FISERV MERCHANT FEE | Merchant Fee 6.45 |
| 8/3/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL FISERV MERCHANT FEE | Merchant Fee 426.26 |
| 8/3/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 2.85 |
| 8/3/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL WASHINGTON-DSHS | Employee Withholding - Payroll 798.03 |
| 8/4/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B | Employee Withholding - Payroll 2,660.87 |
| 8/4/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA REJECT FEE | Merchant Fee-Utility Billing 15.00 |
| 8/4/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 10.45 |
| 8/4/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY <i>Employee (payroll withholding)</i> <i>Employer Portion</i> | Remit Retirement \$ 62,713.22 \$ 70,962.08 133,675.30 |
| 8/5/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 13.30 |
| 8/5/2022 | Preauthorized ACH Debit | VANTIV_INTG_PYMTBILLNG 295483290884 | Merchant Fee- Recreation 117.10 |
| 8/5/2022 | Preauthorized ACH Debit | VANTIV_INTG_PYMTBILLNG 295483291882 | Merchant Fee- Recreation 329.42 |
| 8/5/2022 | Preauthorized ACH Debit | VANTIV_INTG_PYMTBILLNG 295483292880 | Merchant Fee- Recreation 11.95 |
| 8/8/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL INVOICE CLOUD INVOICE CL | Merchant Fee-Utility Billing 104.45 |
| 8/8/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL MERCHANT S 8039720340 | Refunds - Recreation 230.00 |
| 8/8/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B | Employee Withholding - Payroll 141.10 |
| 8/8/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 12.35 |
| 8/9/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA REJECT FEE | Merchant Fee-Utility Billing 15.00 |

Accounts Payable EFT Report

Item 3.

| Date | Description | Vendor Name/Description | Dollar Amount |
|-------------|-------------------------|---|----------------------|
| 8/9/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee-Utility Billing | 1.90 |
| 8/9/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee-Utility Billing | 5.70 |
| 8/9/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee-Utility Billing | 10.45 |
| 8/10/2022 | Outgoing Money Transfer | DIRECT WITHDRAWAL ADP WAGE PAY WAGE PAY Net Payroll | 611,947.88 |
| 8/10/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA REJECT FEE Merchant Fee-Utility Billing | 30.00 |
| 8/10/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee-Utility Billing | 62.70 |
| 8/11/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL ADP Tax ADP Tax Payroll Taxes <i>Employee (payroll withholding)</i> \$ 158,072.20 <i>Employer Portion</i> \$ 55,968.46 | 214,040.66 |
| 8/11/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll | 225.91 |
| 8/11/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee-Utility Billing | 12.35 |
| 8/11/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL Vimly Benefit SoAWC Employee Benefits <i>Employee (payroll withholding)</i> \$ 25,906.72 <i>Employer Portion</i> \$ 171,593.24 | 197,499.96 |
| 8/12/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee-Utility Billing | 16.15 |
| 8/12/2022 | Outgoing Money Transfer | FF Dues Employee Withholding - Payroll | 2,221.17 |
| 8/12/2022 | Outgoing Money Transfer | ICMA Employee Withholding - Payroll | 32,673.25 |
| 8/12/2022 | Outgoing Money Transfer | Kroger Food Pantry | 9,600.00 |
| 8/12/2022 | Outgoing Money Transfer | VEBA Contributions Employee Withholding - Payroll | 5,996.74 |
| 8/15/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll | 1,075.00 |
| 8/15/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll | 11,839.41 |
| 8/15/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee-Utility Billing | 68.40 |

Accounts Payable EFT Report

Item 3.

| Date | Description | Vendor Name/Description | Dollar Amount |
|-------------|-------------------------|---|--|
| 8/15/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL WASHINGTON-DSHS | Employee Withholding - Payroll 798.03 |
| 8/16/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 2.85 |
| 8/16/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 5.70 |
| 8/16/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 6.65 |
| 8/16/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY <i>Employee (payroll withholding)</i> <i>Employer Portion</i> | Remit Retirement \$ 64,604.56 \$ 72,098.28 136,702.84 |
| 8/16/2022 | Outgoing Money Transfer | VEBA Contributions | Employee Benefits 183,038.70 |
| 8/17/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL MERCHANT S 8039720340 | Refunds - Recreation 255.60 |
| 8/17/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA REJECT FEE | Merchant Fee-Utility Billing 15.00 |
| 8/17/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA REJECT FEE | Merchant Fee-Utility Billing 15.00 |
| 8/17/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 2.85 |
| 8/18/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL CAYAN HOLDINGS LPAYMENT | Merchant Fee-Thrift Shop 101.68 |
| 8/18/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B | Employee Withholding - Payroll 584.62 |
| 8/18/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 79.80 |
| 8/19/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES | ADP Payroll Services 1,915.67 |
| 8/19/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES | ADP Payroll Services 3,887.38 |
| 8/19/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 6.65 |
| 8/22/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 65.55 |
| 8/23/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 2.85 |
| 8/23/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 2.85 |

Accounts Payable EFT Report

Item 3.

| Date | Description | Vendor Name/Description | Dollar Amount |
|-------------|-------------------------|---|---|
| 8/23/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 6.65 |
| 8/24/2022 | Outgoing Money Transfer | DIRECT WITHDRAWAL ADP WAGE PAY WAGE PAY | Net Payroll 608,485.75 |
| 8/24/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA REJECT FEE | Merchant Fee-Utility Billing 15.00 |
| 8/24/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 0.95 |
| 8/25/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL ADP Tax ADP Tax <i>Employee (payroll withholding)</i> <i>Employer Portion</i> | Payroll Taxes 215,575.90 \$ 159,062.03 \$ 56,513.87 |
| 8/25/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B | Employee Withholding - Payroll 232.48 |
| 8/25/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 13.30 |
| 8/26/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL Cayan LLC EDI PYMNTS | Merchant Fee-Thrift Shop 5.20 |
| 8/26/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 9.50 |
| 8/26/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT <i>Water Fund</i> <i>Sewer Fund</i> <i>Stormwater Fund</i> <i>Thrift Shop</i> <i>General - Other</i> | Remit Excise Tax 105,056.29 \$ 61,177.76 \$ 26,231.67 \$ 4,338.51 \$ 11,619.83 \$ 1,688.52 |
| 8/26/2022 | Outgoing Money Transfer | FF Dues | Employee Withholding - Payroll 2,221.17 |
| 8/26/2022 | Outgoing Money Transfer | ICMA | Employee Withholding - Payroll 32,531.99 |
| 8/26/2022 | Outgoing Money Transfer | Kroger | Food Pantry 9,600.00 |
| 8/26/2022 | Outgoing Money Transfer | VEBA Contributions | Employee Withholding - Payroll 5,996.74 |
| 8/29/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL NATIONWIDE PAYMENTS | Employee Withholding - Payroll 1,075.00 |
| 8/29/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL NATIONWIDE PAYMENTS | Employee Withholding - Payroll 11,716.94 |
| 8/29/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 13.30 |

Accounts Payable EFT Report

Item 3.

| Date | Description | Vendor Name/Description | Dollar Amount |
|-------------|-------------------------|---|---|
| 8/30/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 1.90 |
| 8/30/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 6.65 |
| 8/30/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 48.45 |
| 8/30/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY <i>Employee (payroll withholding)</i> <i>Employer Portion</i> | Remit Retirement 138,617.68 \$ 65,802.62 \$ 72,815.06 |
| 8/30/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL WASHINGTON-DSHS | Employee Withholding - Payroll 733.73 |
| 8/31/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL PAYA TRX FEES | Merchant Fee-Utility Billing 4.75 |
| 8/31/2022 | Preauthorized ACH Debit | DIRECT WITHDRAWAL WA STATE DOL WA DRIVER | DOL Abstract 13.00 |
| | | | Total \$ 2,879,422.69 |



CITY COUNCIL MINUTES REGULAR HYBRID MEETING SEPTEMBER 6, 2022

Item 4.

CALL TO ORDER & ROLL CALL

Mayor Salim Nice called the regular meeting to order at 5:01 pm in the Council Chambers at City Hall, 9611 SE 36th Street, Mercer Island, Washington.

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

Planning Commissioners, Carolyn Boatsman Adam Ragheb and Victor Raisys participated in person in Council Chambers. Commissioner Kate Akyuz joined by Zoom. Chair Daniel Hubbell, Vice Chair Michael Murphy and Commissioner Michael Curry were absent.

PLEDGE OF ALLEGIANCE

The City Council delivered the Pledge of Allegiance.

AGENDA APPROVAL

It was moved by Weinberg; seconded by Rosenbaum to:

Approve the agenda.

PASSED: 7-0

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

STUDY SESSION

AB 6107: A joint study session with the Planning Commission to receive presentations on the Economic Analysis Report and Housing Needs Assessment in preparation for the 2024 Comprehensive Plan update

Interim CPD Director Jeff Thomas and Senior Planner Adam Zack introduced the Joint Study Session and objectives for the Study Session.

Elliot Weiss, Community Attributes Inc, presented an overview of the key findings of the economic analysis and the potential implications. He also presented the key findings of the housing needs assessment that was conducted.

City Council and Planning Commission received the report and asked questions.

Interim CPD Director Thomas reminded City Council and the Planning Commission to email their questions to Senior Planner Zack by September 20.

City Council took a recess from 6:06 - 6:16 pm.

SPECIAL BUSINESS

AB 6125: 2021 Community Member of the Year

It was moved by Weinberg; seconded by Weiker to:

Proclaim Avi Schiffman as the 2021 Community Member of the Year.

PASSED: 7-0

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

Mayor Nice read Proclamation No. 291 proclaiming Avi Schiffmann the 2021 Community Member of the Year.

Mayor Nice presented Avi Schiffmann with the 2021 Community Member of the Year award and Proclamation No. 291.

Avi Schiffman thanked the City Council and expressed his appreciation for Mercer Island and excitement for upcoming projects.

CITY MANAGER REPORT

City Manager Bon reported on the following items:

- **Council, Boards & Commission Meetings Update:** Welcome back Deb Estrada. City Council Hybrid meeting September 20. Upcoming Boards & Commission meetings - Civil Service Commission September 13, Utility Board September 13, Arts Council September 14. Arts Council recruitment open through September 9.
- **City Services Updates:** I-90 Closures September 16-19 & 22-26, 76th Ave SE mid-block crosswalk delayed, Lincoln Landing shoreline and stormwater enhancement, asphalt repairs scheduled for several parks, Emergency Management updates – National Night Out, Active Shooter Exercise, Volunteer exercise, September is Emergency Preparedness Month.
- **Upcoming Events:** Art Uncorked September 9.
- **News:** Summer fun for everyone – return of Summer Celebration, Mercedale Playground Ribbon Cutting, Kirk Robinson Skate Park Dedication, Mostly Music in the Park, Shakespeare in the Park, rentals, MICEC events and celebrations, drop-in sports and summer camps. Thank you summer event sponsors.

APPEARANCES

Callie Ridolfi (Mercer Island) spoke about the climate action plan.

Kian Bradley (Mercer Island) spoke about the housing needs assessment.

Jonathan Shakes (Mercer Island) spoke the climate action plan.

Carolyn Boatsman (Mercer Island) spoke about the climate action plan.

Patrick McKee (Mercer Island) spoke about the climate action plan.

Roberta Lewandowski (Mercer Island) spoke about the climate action plan.

Larry Sarchin (Mercer Island) spoke about the housing needs assessment report.

CONSENT AGENDA

AB 6128: July 15, 2022 Payroll Certification

Recommended Action: Approve the July 15, 2022 Payroll Certification (Exhibit 1) in the amount of \$890,294.85 and authorize the Mayor to sign the certification on behalf of the entire City Council.

AB 6129: July 29, 2022 Payroll Certification

Recommended Action: Approve the July 29, 2022 Payroll Certification (Exhibit 1) in the amount of \$887,254.40 and authorize the Mayor to sign the certification on behalf of the entire City Council

AB 6130: August 12, 2022 Payroll Certification

Recommended Action: Approve the August 12, 2022 Payroll Certification (Exhibit 1) in the amount of \$909,312.79 and authorize the Mayor to sign the certification on behalf of the entire City Council.

Certification of Claims:

- A. Check Register 212454-212598 | 7/22/2022 | \$534,804.94
- B. Check Register 212599-212694 | 7/29/2022 | \$735,110.59
- C. Check Register 212695-212749 | 8/05/2022 | \$966,454.25
- D. Check Register 212750-212812 | 8/12/2022 | \$618,771.05
- E. Check Register 212813-212872 | 8/18/2022 | \$668,597.11
- F. Check Register 212873-212986 | 8/26/2022 | \$984,434.80
- G. EFT Payments | May 2022 | \$2,346,921.84
- H. EFT Payments | June 2022 | \$3,296,532.94
- I. EFT Payments | July 2022 | \$2,361,567.14

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

City Council Meeting Minutes of July 19, 2022 Regular Hybrid Meeting

Recommended Action: Approve the minutes of July 19, Regular Hybrid Meeting.

AB 6132: National Preparedness Month Proclamation No. 292

Recommended Action: Proclaim September 2022 National Recovery Month in Mercer Island.

AB 6135: Proclamation No. 295 Recognizing Bill Russell

Recommended Action: Proclaim September 6, 2022, as a day to honor the memory of Bill Russell.

AB 6137: Public Water Main Extinguishment (2825 West Mercer Way)

Recommended Action: Authorize the City Manager to terminate water main easements (recording numbers 5361487 and 5081481) in exchange for a new 8" water main constructed as generally depicted in Exhibit 1 by executing an easement extinguishment to be approved by the City Attorney substantially in the form of Exhibit 2, provided that the easements shall not be terminated until after the new water main is accepted by the City Engineer and put into operation as described in AB 6137.

AB 6139: Municipal Court Audio-Visual Reimbursement Grant

Recommended Action: Authorize the City Manager (or designee) to sign the Interagency Reimbursement Agreement substantially in form attached as Exhibit 1 between the Washington Administrative Office of the Courts and the Mercer Island Municipal Court for Audio Visual Reimbursement in the amount of \$60,633.77, and to accept all grant renewals.

AB 6141: Second reading of Ordinance No. 22C-14 (renews Ordinance No. 21C-23) on interim regulations in MICC 19.16.010 related to emergency shelters and housing, transitional housing, and permanent supportive housing in response to E2SHB 1220

Recommended Action: Complete a second reading of and adopt Ordinance No. 22C-14.

AB 6142: Certification of Public Works Board Low-Interest Loan Applications**Recommended Action:**

1. Adopt Resolution No. 1630 authorizing two applications for low-interest loans for the total amount of \$8.3M from the State Public Works Board for the Booster Chlorination Station and Water Reservoir Improvements capital projects.

2. Authorize the City Manager to execute all necessary documents to apply for the loan, and accept the loan, if awarded.

AB 6143: Accept Department of Commerce CAP Grant

Recommended Action: Authorize the City Manager to accept and sign the Department of Commerce Early Implementation Climate Planning Grant contract (see Exhibit 1) in the amount of \$80,000 to cover eligible expenses between July 1, 2022, through June 30, 2023.

AB 6144: Interlocal Agreement with Yarrow Point for Marine Patrol Services and Authorization to Extend the Marine Patrol Pilot Program with Medina and Hunts Point.

Recommended Action:

1. Authorize the City Manager to sign the Interlocal Agreement with Yarrow Point for Marine Patrol Services substantially in the form attached as Exhibits 1.

2. Authorize the extension of the Marine Patrol services pilot program with Medina and Hunts Point through December 2023.

It was moved by Jacobson; seconded by Reynolds to:

Approve the Consent Agenda and the recommended actions contained therein.

PASSED: 7-0

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

REGULAR BUSINESS

AB 6148: YFS Programs Update

YFS Administrator Tambi Cork and MISD Superintendent Fred Rundle presented the YFS programs update. They presented a status update on the COVID-19 and National Mental health crisis, the Mercer Island specific data on youth mental health, the YFS school based mental health program, and the YFS Healthy Youth Initiative programing.

City Council asked questions and thanked staff for their work.

AB 6145: Second Quarter 2022 Financial Status Update, Preliminary 2023-2024 General Fund Revenue Forecast, and 2021-2022 Budget Amendments (Ord. No. 22-16)

Finance Director Matt Mornick presented the 2022 Financial Status Update, addressing the following:

- Revenues and Expenditures through June 2022
- 2023-2024 General Fund Revenue Forecast, including the economic outlook and key assumptions
- General Sales Tax Assumptions
- Utility Tax Assumptions
- Licenses, permits, and zoning fees
- Non-General Fund Revenues
- Real Estate Excise Tax
- Mercer Island Thrift Shop
- Contingency funds

Mornick also discussed the budget calendar for the remainder of 2022.

City Council asked questions of staff.

It was moved by Rosenbaum; seconded by Jacobson to:

Adopt Ordinance No. 22-16 amending the 2021-2022 biennial budget.

PASSED: 7-0

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

AB 6127- An Ordinance Amending MICC 9.50.040 (Ord. No. 22C-15)

City Attorney Bio Park presented the proposed amendment to MICC 9.50.040.

It was moved by Weiker; seconded by Reynolds to:

Adopt Ordinance No. 22C-15 amending MICC 9.50.040 upon first reading.

PASSED: 7-0

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

AB 6146: Code Amendments Related to Allowed Occupancy of Homes, Dwelling Units, and Adult Family Homes (Second Reading of Ordinance 22C-11 and 22C-12)

Interim CPD Director Jeff Thomas and Senior Planner Adam Zack presented the proposed code amendments. CPD Director Thomas provided an overview of the process these code amendments have gone through to date. Senior Planner Zack presented an overview of the proposed changes in both ordinances.

City Council discussed the proposed code amendments and asked questions of staff.

It was moved by Rosenbaum; seconded by Reynolds to:

Adopt Ordinance 22C-11 with staff proposed alternative for amending 19.02.030(B)(1).

PASSED: 5-0

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

AGAINST: 2 (Jacobson, Nice)

It was moved by Rosenbaum; seconded by Reynolds to:

Adopt Ordinance 22C-12 as presented.

PASSED: 7-0

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

City Council took Recess from 8:17 - 8:27pm.

AB 6147: Climate Action Plan: Finalize Survey Language and Contents

Chief of Operations Jason Kintner and Sustainability Program Analyst Ross Freeman provided an update on the Climate Action Plan (CAP) and its current status. Sustainability Program Analyst Freeman outlined the context of the survey in the CAP and how it gathers data for the next steps in the process. Sustainability Program Analyst Freeman discussed the wedge analysis for each survey scenario and presented an overview of Greenhouse Gas reductions needed for meeting the 2030 target. He then reviewed the proposed survey, its next steps, and the CAP schedule.

City Council discussed the proposed survey and asked questions of staff.

It was moved by Rosenbaum; seconded by Jacobson to:

Accept the proposed survey and ask for minor revisions prior to printing and mailing

PASSED: 6-0

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

AGAINST: 1 (Weinberg)

City Council discussed revisions to the survey and gave a thumbs up to make the following revision to the survey prior to printing and mailing:

Use the 4 columns as shown in Other Climate Action Strategies Under Consideration throughout the survey to be simplified to state, in this order, Strongly Support, Somewhat Support, Do Not Support, and Unsure

OTHER BUSINESS

Planning Schedule

City Manager Bon noted that there was a conflict with the October 4 meeting.

It was moved by Jacobson; seconded by Weinberg to:

Cancel the October 4, 2022 City Council Regular Hybrid Meeting and schedule a Special Hybrid Meeting on October 3, 2022 beginning at 5pm

PASSED: 7-0

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

Councilmember Absences and Reports

Councilmember Reynolds:

- Thanked Sustainability Analysis Ross Freeman and Chief of Operations Jason Kintner for their work in August on the CAP.
- Thanked the MICEC staff for a recent event at the MICEC.
- The Parks & Recreation Commission met last week and discussed the proposed art donation at Aubrey Davis Park.

Deputy Mayor Rosenbaum:

- SCA PIC meeting next week,
- PTA Advocacy board meetings start next week
- Shout out to the class of 2035.

Councilmember Weiker:

- Art Uncorked is on Friday
- Congratulations to all of the families that started school.

ADJOURNMENT

The regular Council Meeting adjourned at 9:22 pm.

Attest:

Salim Nice, Mayor

Andrea Larson, City Clerk



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6134
September 20, 2022
Consent Agenda

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6134: Mercer Island No Islander Goes Hungry (MI NIGH) Day, Proclamation No. 294 | <input type="checkbox"/> Discussion Only |
| RECOMMENDED ACTION: | Proclaim September 23, 2022 as MI NIGH Day on Mercer Island | <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution |

| | |
|-------------------------------|--|
| DEPARTMENT: | City Council |
| STAFF: | Ali Spietz, Chief of Administration Tambi Cork, YFS Administrator |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Proclamation No. 294 |
| CITY COUNCIL PRIORITY: | n/a |

EXECUTIVE SUMMARY

The purpose of this agenda bill is to proclaim September 23, 2022 as “MI NIGH Day” on Mercer Island (see Exhibit 1).

BACKGROUND

The month of September is National Hunger Month and September 23 is observed each year as Hunger Action Day. On Mercer Island, a collaboration between the City’s Youth and Family Services Department, Mercer Island Youth and Family Services Foundation, Mercer Island Community Fund, Mercer Island Rotary Foundation, Mercer Island Farmers Market, and Mercer Island Chamber of Commerce has launched a campaign called NIGH: No Islander Goes Hungry, with the goal increasing awareness of food insecurity and raising funds for the MIYFS Food Pantry grocery gift card program.

Proclaiming Hunger Action Day on Mercer Island as “MI NIGH Day” recognizes that 5% of the Mercer Island population falls below the local poverty line, demand for food assistance from MIYFS is still double pre-pandemic levels, and that the entire community can play a role in eliminating food insecurity for children, families, and individuals on Mercer Island.

ISSUE/DISCUSSION

Food insecurity has been tremendously impacted by the COVID-19 pandemic on Mercer Island. In 2021, the YFS Food Pantry was accessed 3,377 times by Mercer Island residents, with no sustained decrease in 2022. Weekly usage of the pantry has more than doubled in households served, from 35 households/week in 2020 pre-pandemic, to an average of 75 households/week in 2022. The economic impact of the pandemic continues to disproportionately impact our most vulnerable residents, and YFS is grateful for the support of

the Mercer Island community, and collaborations like NIGH, so that the demand for services can continue to be met.

NIGH was formed in the spring of 2022 by three community organizations that have historically invested in the YFS Food Pantry – the Mercer Island Farmers Market, the YFS Foundation, and the Rotary Club of Mercer Island’s Foundation. The concept of NIGH – No Islander Goes Hungry – was created as a branded vehicle to promote awareness of food insecurity and a call to action in the form of financial donations for the YFS Food Pantry. NIGH’s goal is to raise \$125,000 for YFS by year-end – a donation of just \$12 from each Mercer Island household would make that possible.

The NIGH campaign was launched at Summer Celebration and continued to have a presence at Music in the Park, Art Uncorked, and the Mercer Island Farmers Market. For additional opportunities to support the NIGH campaign, look for the NIGH booths or NIGH signage at partner booths when attending the Pumpkin Walk, Harvest Market and YFS Foundation TreeLot later this year.

Contributions can be made via the YFS Foundation at www.minigh.org. 100% of donations made through this page will go directly towards YFS food assistance. As part of MI NIGH Day, on September 23, collaborating organizations, groups and individuals will be conducting campaigns to support the YFS Food Pantry.

Food Pantry services are available to all Island residents experiencing food insecurity by contacting the YFS Emergency Assistance Coordinator, Cheryl Manriquez, at Cheryl.Manriquez@MercerIsland.gov.

RECOMMENDED ACTION

Proclaim September 23, 2022 as “MI NIGH DAY” on Mercer Island.



City of Mercer Island, Washington

Proclamation

WHEREAS, Hunger Action Day is observed in the United States each year on September 23, and a unique community collaboration “NIGH: No Islander Goes Hungry” has formed to support food insecurity efforts on Mercer Island.

Mercer Island has not been immune to the financial impacts of the COVID-19 pandemic, which has exacerbated food insecurity for the Island’s most vulnerable residents. YFS Food Pantry usage continues to be more than double pre-pandemic levels, and it is due to the generosity of the Mercer Island organizations, businesses, and individuals that this need continues to be met.

The following organizations have joined together to raise awareness of food insecurity and contribute funds to the YFS Food Pantry to ensure that no one on Mercer Island goes hungry: YFS Foundation, Mercer Island Rotary Foundation, MI Farmers Market, MI Community Fund, and MI Chamber of Commerce.

We all have a role to play in fostering a community that supports all residents in their times of need. MI NIGH DAY provides another opportunity for Mercer Island residents to stand together and show up for neighbors in need. YFS could not do this work without the generosity and support of the Mercer Island community.

NOW, THEREFORE, I, Salim Nice, Mayor of the City of Mercer Island, do hereby proclaim September 23, 2022 as

MI NIGH DAY ON MERCER ISLAND

and call upon the people of Mercer Island to join the efforts of organizations across the community to eliminate food insecurity by supporting the City’s Mercer Island Youth and Family Food Pantry program.

APPROVED, this 20th day of September 2022

Mayor Salim Nice

Proclamation No. 294

**MERCER ISLAND
NIGH DAY 9/23/22**

TOGETHER
NIGH
NO ISLANDER GOES HUNGRY

A COLLABORATIVE COMMUNITY EFFORT
TO END HUNGER ON MERCER ISLAND



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6136
September 20, 2022
Consent Agenda

AGENDA BILL INFORMATION

| | | |
|----------------------------|---|---|
| TITLE: | AB 6136: Peace Day on Mercer Island, Proclamation No. 296 | <input type="checkbox"/> Discussion Only |
| RECOMMENDED ACTION: | Proclaim September 21, 2022 as Peace day on Mercer Island | <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution |

| | |
|-------------------------------|--|
| DEPARTMENT: | City Council |
| STAFF: | Salim Nice, Mayor Andrea Larson, City Clerk |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Proclamation No. 296 |
| CITY COUNCIL PRIORITY: | n/a |

EXECUTIVE SUMMARY

The purpose of this agenda bill is to proclaim September 21, 2022 as Peace Day on Mercer Island (Exhibit 1).

BACKGROUND

The International Day of Peace ("Peace Day") is observed around the world each year on September 21. Established in 1981 by a unanimous United Nations resolution, Peace Day provides a globally shared date for all humanity to commit to peace above all differences and to contribute to building a Culture of Peace.

ISSUE/DISCUSSION

The 2022 theme for the International Day of Peace is *End racism. Build peace.*

Throughout 2022, Mercer Islanders have engaged in thoughtful conversations around issues of racism, inequality, and promoting inclusion in their community through the Community Conversations series. Partnerships with community and student groups which focus on amplifying underrepresented voices have resulted in celebrations for Black History Month, Juneteenth, Pride month, and more. The International Day of Peace provides another opportunity for residents to pause and reflect on their community's role in dismantling racism and creating belonging on Mercer Island.

Learn more about how to get involved in International Day of Peace at <https://internationaldayofpeace.org/get-involved/>

RECOMMENDED ACTION

Proclaim September 21, 2022 as Peace Day on Mercer Island.



City of Mercer Island, Washington

Proclamation

WHEREAS, the International Day of Peace ("Peace Day") is observed around the world each year on September 21.

Established in 1981 by a unanimous United Nations resolution, Peace Day provides a globally shared date for all humanity to commit to peace above all differences and to contribute to building a Culture of Peace

People in cities, communities and villages worldwide have engaged in the International Day of Peace in diverse and meaningful ways. Global crises impel all citizens to work toward converting humanity's noblest aspirations for world peace into the practical reality of a culture of peace for future generations.

There is support within our City for the observance of the International Days of Peace, which affirms a vision of our world at peace, and fosters cooperation between individuals, organizations, and nations.

The 2022 theme for the International Day of Peace is **End racism. Build peace.**

We all have a role to play in fostering peace, and tackling racism is a crucial way to contribute. Mercer Islanders can continue to engage in the important work to combat discrimination and inequality, and to promote diversity in our community. The International Day of Peace provides another opportunity to reflect and recommit to creating a community of inclusion and belonging on Mercer Island.

NOW, THEREFORE, I, Salim Nice, Mayor of the City of Mercer Island, do hereby proclaim September 21, 2022 as

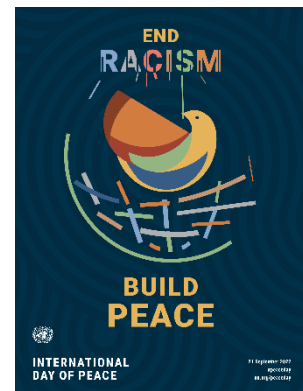
PEACE DAY ON MERCER ISLAND

and call upon the people of Mercer Island to join the efforts of the United Nations as we work towards a world free of racism and racial discrimination. A world where compassion and empathy overcome suspicion and hatred. A world that we can truly be proud of.

APPROVED, this 20th day of September 2022

Mayor Salim Nice

Proclamation No. 296





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

**AB 6149
September 20, 2022
Consent Agenda**

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6149: Opioid Distributors Washington Settlement | <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 Opioid Distributors Washington Settlement Participation Form and Allocation Agreement | |

| | |
|-------------------------------|---|
| DEPARTMENT: | City Manager |
| STAFF: | Jessi Bon, City Manager Bio Park, City Attorney |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Participation Form 2. Allocation Agreement 3. One Washington MOU |
| 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 [Participation Form](#) (Exhibit 1) and [Allocation Agreement](#) (Exhibit 2) for the [Opioid Distributors Washington Settlement Agreement](#) (“Settlement Agreement”).

- Signing the Participation Form joins the City of Mercer Island in the \$518 million Settlement Agreement reached by the Washington State Attorney General’s Office with McKesson Corp., Cardinal Health Inc., and AmerisourceBergen Drug Corp. (“Opioid Distributors”) for claims related to the opioid epidemic.
- The Allocation Agreement sets forth the terms under which the settlement funds will be split between the state and local governments.
- Settlement funds allocated to local governments will be further allocated to each participating jurisdiction under the terms of the One Washington MOU Between WA Municipalities (MOU), which the City has already signed onto (Exhibit 3).
- The City’s share of settlement funds is estimated to be around \$320,000 paid over 17 years, assuming all eligible jurisdictions participate, and the maximum settlement amount is collected by the State from Opioid Distributors.

BACKGROUND

The State of Washington (“State”) reached a settlement with the Opioid Distributors for up to \$518 million after a 6-month trial. More than \$476 million will be directed toward addressing the opioid epidemic. This money will be paid over 17 years.

Washington cities and counties with a population over 10,000 can join this settlement. If a sufficient number join, they will receive up to \$215 million that must be spent on efforts to combat the opioid epidemic. The State will receive approximately \$261 million to be spent throughout the state on combatting the opioid epidemic.

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

ISSUE/DISCUSSION

The deadline for local governments to join the Settlement Agreement is September 23, 2022. If not enough local governments join, the Settlement Agreement will be void. Two things need to happen for the Settlement Agreement to be finalized:

- (1) All Washington local governments that filed suit against the Opioid Distributors need to sign the attached Participation Form releasing their claims and then dismiss them with prejudice.
- (2) Ninety percent (90%) of local governments with a population of over 10,000 that did not file a lawsuit against the Opioid Distributors need to sign the Participation Form releasing their potential claims.

Because the City of Mercer Island did not file suit, its participation will count towards the 90% described above in (2) that must be reached.

The Allocation Agreement is the agreement between the State and eligible local governments to split the settlement funds. The One Washington MOU is the agreement splitting the money between the local governments. Under the MOU, settlement funds will be allocated based on the formula used in prior opioid litigations in other states. The formula as applied to the City of Mercer Island is described and explained in [AB 6070](#), and it is estimated that the City’s share of settlement funds will be around \$320,000 paid over 17 years, if all eligible jurisdictions participate and the maximum settlement amount is collected by the State from Opioid Distributors.

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

NEXT STEPS

Once participation in the Settlement Agreement is authorized, signed copies of the Participation Form and Allocation Agreement will be submitted to the State Attorney General's Office by the September 23, 2022 deadline.

RECOMMENDED ACTION

Authorize the City Manager to sign and submit the Opioid Distributors Washington Settlement Participation Form and Allocation Agreement, substantially in the form attached as Exhibits 1 and 2 to AB 6149, respectively.

Exhibit F
Subdivision Settlement Participation Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

**ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID
BY THE SETTLING OPIOID DISTRIBUTORS IN WASHINGTON STATE**

AUGUST 8, 2022

This Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State (the “Allocation Agreement”) governs the distribution of funds obtained from AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation (the “Settling Distributors”) in connection with its resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against the Settling Distributors (the “Distributors Settlement”). The Distributors Settlement including any amendments are attached hereto as Exhibit 1.

1. This Allocation Agreement is intended to be a State-Subdivision Agreement as defined in Section I.VVV of the Global Settlement (the “Global Settlement”), which is Exhibit H of the Distributors Settlement. This Allocation Agreement shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Global Settlement.
2. This Allocation Agreement shall become effective only if all of the following occur:
 - A. All Litigating Subdivisions in Washington and 90% of Non-Litigating Primary Subdivisions in Washington as the terms are used in Section II.C.1 of the Distributors Settlement must execute and return the Subdivision Settlement Participation Form, Exhibit F of the Distributors Settlement (the “Participation Form”) by **September 23, 2022**. This form is also attached hereto as Exhibit 2.
 - B. The Consent Judgment and Stipulation of Dismissal with Prejudice, Exhibit G of the Distributors Settlement, is filed and approved by the Court.
 - C. The number of Local Governments that execute and return this Allocation Agreement satisfies the participation requirements for a State-Subdivision Agreement as specified in Exhibit O of the Global Settlement.
3. *Requirements to become a Participating Local Government.* To become a Participating Local Government that can participate in this Allocation Agreement, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement.
 - B. The Local Government must release their claims against the Settling Distributors and agree to be bound by the terms of the Distributors Settlement by timely executing and returning the Participation Form. This form is attached hereto as Exhibit 2.

- C. Litigating Subdivisions must dismiss the Settling Distributors with prejudice from their lawsuits. The Litigating Subdivisions are listed on Exhibit B of the Distributors Settlement.
- D. The Local Government must execute and return the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 3. As specified in Paragraph 10.A of this Allocation Agreement, the Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only.

A Local Government that meets all of the conditions in this paragraph shall be deemed a “Participating Local Government.” Alternatively, if the requirements of Paragraphs 2(A), 2(B), and 2(C) of this Allocation Agreement are satisfied and this Allocation Agreement becomes effective, then all Local Governments that comply with Paragraph 3(B) of this Allocation Agreement shall be deemed a “Participating Local Government.”

- 4. This Allocation Agreement applies to the Washington Abatement Amount as defined in Section IV.A of the Distributors Settlement. The maximum possible Washington Abatement Amount for the Distributors Settlement is \$430,249,769.02. As specified in the Global Settlement, the Washington Abatement Amount varies dependent on the percentage of Primary Subdivisions that choose to become Participating Local Governments and whether there are any Later Litigating Subdivisions as defined in Section I.EE of the Global Settlement.
- 5. This Allocation Agreement does not apply to the Washington Fees and Costs as defined in Section V of the Distributors Settlement. After satisfying its obligations to its outside counsel for attorneys’ fees and costs, the State estimates that it will receive approximately \$46 million for its own attorneys’ fees and costs pursuant to Section V.B.1 of the Distributors Settlement. The State shall utilize any and all amounts it receives for its own attorneys’ fees and costs pursuant to Section V.B.1 of the Distributors Settlement to provide statewide programs and services for Opioid Remediation as defined in Section I.SS of the Global Settlement.
- 6. While this Allocation Agreement does not apply to the Washington Fees and Costs as defined in Section V of the Distributors Settlement, Section V.B.2 of the Distributors Settlement estimates that the Settling Distributors shall pay \$10,920,914.70 to Participating Litigating Subdivisions’ attorneys for fees and costs. The actual amount may be greater or less. This Allocation Agreement and the MOU are a State Back-Stop Agreement. The total contingent fees an attorney receives from the Contingency Fee Fund pursuant to Section II. D in Exhibit R the Global Settlement, the MOU, and this Allocation Agreement combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel

on a contingency fee contract and City X receives \$1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is \$150,000 for fees.)

7. No portion of the Washington Fees and Costs as defined in Section V of the Distributors Settlement and/or the State Share as defined in Paragraph 8.A of this Allocation Agreement shall be used to fund the Government Fee Fund (“GFF”) referred to in Paragraph 10 of this Allocation Agreement and Section D of the MOU, or in any other way to fund any Participating Local Government’s attorneys’ fees, costs, or common benefit tax other than the aforementioned payment by the Settling Distributors to Participating Litigating Subdivisions’ attorneys for fees and costs in Section V.B.2 of the Distributors Settlement.
8. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for Opioid Remediation as defined in Section I.SS of the Global Settlement, except as allowed by Section V of the Global Settlement. Exhibit 4 is a non-exhaustive list of expenditures that qualify as Opioid Remediation. Further, the Washington Abatement Amount shall and must be used by the State and Participating Local Governments as provided for in the Distributors Settlement.
9. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington (“State Share”).
 - B. Fifty percent (50%) to the Participating Local Governments (“LG Share”).
10. The LG Share shall be distributed pursuant to the MOU attached hereto as Exhibit 3 as amended and modified in this Allocation Agreement.
11. For purposes of this Allocation Agreement only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. The MOU is amended to add new Section E.6, which provides as follows:

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only. If a Local Governments executes the MOU for purposes of this Allocation Agreement only, then the MOU will only bind such Local Government and be effective with respect to this Allocation Agreement and the Distributors Settlement, and not any other Settlement as that term is defined in Section A.14 of the MOU. To execute the MOU for purposes of this Allocation Agreement only, the Local Government may either (a) check the applicable box on its signature page of this Allocation Agreement that is returned or (b) add language below its signature lines in the MOU that is returned indicating that the Local Government is executing or has

executed the MOU only for purposes of the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State.

- B. Exhibit A of the MOU is replaced by Exhibit E of the Global Settlement, which is attached as Exhibit 4 to this Agreement.
- C. The definition of “Litigating Local Governments” in Section A.4 of the MOU shall mean Local Governments that filed suit against one or more of the Settling Defendants prior to May 3, 2022. The Litigating Local Governments are listed on Exhibit B of the Distributors Settlement, and are referred to as Litigating Subdivisions in the Distributors Settlement.
- D. The definition of “National Settlement Agreement” in Section A.6 of the MOU shall mean the Global Settlement.
- E. The definition of “Settlement” in Section A.14 of the MOU shall mean the Distributors Settlement.
- F. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

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

- G. Consistent with how attorney fee funds for outside counsel for Participating Local Subdivisions are being administered in most states across the country, the Government Fee Fund (“GFF”) set forth in the

MOU shall be overseen by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)). The Fee Panel will preside over allocation and disbursement of attorney's fees in a manner consistent with the *Motion to Appoint the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements* and the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

- H. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Distributors as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Fee Panel.
- I. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Non-Litigating Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Non-Litigating Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- J. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund pursuant to Section II. D in Exhibit R the Global Settlement) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with the Distributors Settlement and Exhibit R of the Global Settlement, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Section II.C of Exhibit R of the Global Settlement, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund

for expenses incurred by the attorneys pursuant to Section II.E of the Global Settlement.

- K. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
 - L. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys for fees and costs referred to in Paragraph 6 of this Allocation Agreement and Section V.B.2 Distributors Settlement shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.K of this Allocation Agreement apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
 - M. To the extent there are any excess funds in the GFF, the Fee Panel and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
12. In connection with the execution and administration of this Allocation Agreement, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *eq seq.*
 13. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement as well as the receipt and expenditure of the funds from the Distributors Settlement for no less than five (5) years.
 14. If any party to this Allocation Agreement believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Distributors Settlement has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
 15. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that

pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Distributors are subject to the requirements of the MOU and this Allocation Agreement.

16. Upon request by the Settling Distributors, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the Distributors Settlement and the Global Settlement.
17. Venue for any legal action related to this Allocation Agreement (separate and apart from the MOU, the Distributors Settlement, or the Global Settlement) shall be in King County, Washington.
18. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

JEFFREY G. RUPERT
Division Chief

Date: _____

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only by checking this box (see Paragraph 10.A of this Allocation Agreement):

Local Government is executing the MOU in the form attached hereto as Exhibit 3, but which is further amended and modified as set forth in this Allocation Agreement, only for purposes of this Allocation Agreement.

EXHIBIT 1
Distributors Settlement

DISTRIBUTORS WASHINGTON
SETTLEMENT AGREEMENT

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DISTRIBUTORS – WASHINGTON SETTLEMENT AGREEMENT

I. Overview

This Distributors Washington Settlement Agreement (“*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among the State of Washington, McKesson Corporation (“*McKesson*”), Cardinal Health, Inc. (“*Cardinal*”) and AmerisourceBergen Corporation (“*Amerisource*”) (collectively, the “*Agreement Parties*”) to resolve opioid-related Claims against McKesson, Cardinal, and/or Amerisource (collectively, “*Settling Distributors*”).

By entering into this Agreement, the State of Washington and its Participating Subdivisions agree to be bound by all terms and conditions of the Distributor Global Settlement Agreement dated July 21, 2021 (including its exhibits) (“*Global Settlement*”), which (including its exhibits) is incorporated into this Agreement as Exhibit H.¹ By entering this Agreement, and upon execution of an Agreement Regarding the State of Washington and the Distributor Global Settlement Agreement (“*Enforcement Committee Agreement*”), unless otherwise set forth in this Agreement, the Settling Distributors agree to treat the State of Washington for all purposes as if it were a Settling State under the Global Settlement and its Participating Subdivisions for all purposes as if they were Participating Subdivisions under the Global Settlement. Unless stated otherwise in this Agreement, the terms of this Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall be defined as they are in the Global Settlement.

The Settling Distributors have agreed to the below terms for the sole purpose of settlement, and nothing herein, including in any exhibit to this Agreement, may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, or any misfeasance, nonfeasance, or malfeasance, all of which the Settling Distributors expressly deny. No part of this Agreement, including its statements and commitments, and its exhibits, shall constitute or be used as evidence of any liability, fault, or wrongdoing by the Settling Distributors. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Conditions to Effectiveness of Agreement

A. *Global Settlement Conditions to Effectiveness.*

1. The Agreement Parties acknowledge that certain deadlines set forth in Section VIII of the Global Settlement passed before the execution of this Agreement. For

¹ The version of the Global Settlement as updated on March 25, 2022 is attached to this Agreement as Exhibit H. Further updates to the Global Settlement shall be deemed incorporated into this Agreement and shall supersede all earlier versions of the updated provisions.

that reason, (i) Settling Distributors agree to treat the State of Washington as satisfying the deadlines set forth in Section VIII of the Global Settlement provided that the State of Washington satisfies its obligations set forth in this Section II and (ii) the State of Washington agrees to treat Settling Distributors as having satisfied all notice obligations under Section VIII.B of the Global Settlement as to the State of Washington.

2. The State of Washington shall deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors by September 30, 2022. This Section II.A.2 supersedes the deadline for delivering those signatures and releases set forth in Section VIII.A.1 of the Global Settlement.

B. *Agreement with Enforcement Committee.* This Agreement shall not become effective unless the Enforcement Committee and the Settling Distributors execute the Enforcement Committee Agreement. If the Enforcement Committee Agreement is not executed by June 1, 2022, the State of Washington and Settling Distributors will promptly negotiate an agreement that mirrors the Global Settlement to the extent possible and with a credit of \$1,000,000 to Settling Distributors to account for possible credits the Settling Distributors would have received under Section V of this Agreement from the State Cost Fund and the Litigating Subdivision Cost Fund of the Global Settlement and to be deducted from the Year 7 payment described in Section V.B.1 and Section V.C.g of this Agreement.

C. *Participation by Subdivisions.* If the condition in Section II.B has been satisfied, this Agreement shall become effective upon one of the following conditions being satisfied:

1. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington must become Participating Subdivisions by September 23, 2022.

2. If the condition set forth in Section II.C.1 is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to the State of Washington. If the condition set forth by Section II.C.1 is not met and Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

D. *Dismissal of Claims.* Provided that the conditions in Sections II.B and II.C have been satisfied, the State of Washington shall file the Consent Judgment described in Section I.N of the Global Settlement and attached hereto as Exhibit G (“*Washington Consent Judgment*”) with the King County Superior Court (“*Washington Consent Judgment Court*”) on or before November 1, 2022. This Section II.C.2 supersedes the deadline for submitting a Consent Judgment set forth in Section VIII.B of the Global Settlement. In the event that the Court declines to enter the Washington Consent Judgment, each Settling Distributor shall be entitled to terminate the Agreement as to itself and shall be excused from all obligations under the Agreement, and if a Settling Distributor terminates the Agreement as to itself, all releases and other commitments or obligations contained herein with respect to that Settling Distributor will be null and void. The date of the entry of the Washington Consent Judgment shall be the effective date of this Agreement

(“*Washington Effective Date*”). Within the later of forty-five (45) days after the Washington Effective Date or December 31, 2022, each Settling Distributor will certify to the State that all medical claims data provided to it during the litigation (including Medicaid, PMP, LNI claims, and PEBB data) has been destroyed by the party and its agents, including all retained experts.

III. Participation by Subdivisions

A. *Notice.* The Office of the State of Washington Attorney General in consultation with the Settling Distributors shall send individual notice of the opportunity to participate in this Agreement and the requirements for participation to all Subdivisions eligible to participate who have not returned an executed Subdivision Settlement Participation Form within fifteen (15) days of the execution of this Agreement. The Office of the State of Washington Attorney General may also provide general notice reasonably calculated to alert Subdivisions, including publication and other standard forms of notification. Nothing contained herein shall preclude the State of Washington from providing further notice to, or from contacting any of its Subdivision(s) about, becoming a Participating Subdivision.

B. *Trigger Date for Later Litigating Subdivisions.* Notwithstanding Sections I.EE and I.GGGG of the Global Settlement, as to the State of Washington, Settling Distributors and the State of Washington agree to treat the Trigger Date for Primary Subdivisions as September 23, 2022 and the Trigger Date for all other Subdivisions as May 3, 2022.

C. *Initial and Later Participating Subdivisions.* Notwithstanding Sections I.BB, I.CC, I.FF and Section VII.D and E of the Global Settlement, any Participating Subdivision in Washington that meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C of the Global Settlement on or before September 23, 2022 shall be considered an Initial Participating Subdivision. Participating Subdivisions that are not Initial Participating Subdivisions but meet the applicable requirements for becoming Participating Subdivisions set forth in Section VII.B or Section VII.C of the Global Settlement after September 23, 2022 shall be considered Later Participating Subdivisions.

D. *Subdivision Settlement Participation Forms.* Each Subdivision Settlement Participation Form submitted by a Participating Subdivision from the State of Washington shall be materially identical to Exhibit F to this Agreement. Nothing in Exhibit F is intended to modify in any way either the terms of this Agreement or the terms of the Global Settlement, both of which the State of Washington and Participating Subdivisions agree to be bound. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit F to this Agreement or interpreted differently from the Global Agreement and this Agreement in any respect, the Global Agreement and this Agreement control.

IV. Settlement Payments

A. *Schedule.* Annual Payments under this Agreement shall be calculated as if the State of Washington were a Settling State under the Global Settlement and shall be made pursuant to the terms of Section IV of the Global Settlement except that, as to the State of Washington, the Payment Date for Payment Year 1 shall be December 1, 2022 and the Payment Date for Payment

Year 2 shall be December 1, 2022. For the avoidance of doubt, the sole component of the State of Washington's Annual Payment is the portion of the Net Abatement Amount allocated to the State of Washington under the Global Settlement ("*Washington Abatement Amount*"). The maximum possible Washington Abatement Amount is \$430,249,769.02.

B. *Use of Payment.* The Washington Abatement Amount paid under this Agreement shall be used as provided for in Section V of the Global Settlement.

C. *Nature of Payment.* The State of Washington and its Participating Subdivisions agree that payments made to the State of Washington and its Participating Subdivisions under this Agreement are properly characterized as described in Section V.F of the Global Settlement.

V. Plaintiffs' Attorneys' Fees and Costs

A. *Interaction with Global Settlement.* Notwithstanding any contrary provision in the Global Settlement, payments to cover attorneys' fees and costs under this Agreement ("*Washington Fees and Costs*") shall be made pursuant to this Section V.

B. *Amounts.* The total amount to cover of all Washington Fees and Costs is \$87,750,230.98. That total consists of the categories of attorneys' fees and costs set forth in this Section V.B and shall be paid on the schedule set forth in Section V.C.

1. State Outside and Inside Counsel Fees and Costs. Settling Distributors shall pay \$76,829,316.21 to cover in-house fees and costs and outside counsel fees and costs to the Washington Attorney General's Office, which shall be used for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General. The amount shall be paid in increments as specified in Section V.C (Payment Year 1 – 20%, Payment Year 2 – 20%, Payment Year 3 – 15%, Payment Year 4 – 15%, Payment Year 5 – 15%, Payment Year 6 – 10%, Payment Year 7– 5%.)

2. Fees and Costs for Participating Litigating Subdivisions' Attorneys. Settling Distributors shall pay \$10,920,914.70 to Participating Litigating Subdivisions' attorneys for fees and costs into a single account as directed by the Washington Attorney General's Office, which then shall be paid as agreed between the State of Washington and attorneys for Participating Litigating Subdivisions. Participating Litigating Subdivisions' attorneys shall be paid in accordance with the schedule in Section V.C and V.D.5 of this Agreement.

C. *Schedule.* Washington Fees and Costs shall be paid according to the following schedule:

a. Payment Year 1: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

b. Payment Year 2: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

c. Payment Year 3: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2023.

d. Payment Year 4: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2024.

e. Payment Year 5: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2025.

f. Payment Year 6: Ten percent (10%) of the total Washington Fees and Costs amount (\$8,775,023.10), to be paid on or before July 15, 2026.

g. Payment Year 7: Five percent (5%) of the total Washington Fees and Costs amount (\$4,387,511.55), to be paid on or before July 15, 2027.

D. *Remittance.* So that Settling Distributors do not pay the same fees and costs under both the Global Settlement and this Agreement, Washington and its Participating Litigating Subdivisions and their respective counsel shall do as follows:

1. Participating Litigating Subdivisions in Washington and their counsel shall apply to the Attorney Fee Fund and the Litigating Subdivision Cost Fund created pursuant to Exhibit R of the Global Settlement for all fees, costs and expenses for which they may be eligible and shall instruct the Fee Panel and the Cost and Expense Fund Administrator to remit to Settling Distributors the full amount awarded to such Participating Litigating Subdivision, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

2. Counsel for Participating Subdivisions shall instruct the Fee Panel created by the MDL Court pursuant to Exhibit R of the Global Settlement to remit to Settling Distributors the Contingency Fee Amount for their Participating Subdivisions in the State of Washington, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

3. The State of Washington shall instruct the Fee Fund Administrator selected pursuant to Exhibit S of the Global Settlement that the Settling Distributors shall not pay the Fixed Amount for the State of Washington, and the State of Washington will not be eligible to receive funds from the State Outside Counsel Fee Fund under the Global Settlement.

4. The State of Washington shall submit documented costs, as provided for in Exhibit T of the Global Settlement, to the Global Settlement State Cost Fund created pursuant to Exhibit T of the Global Settlement for all costs and expenses for which it may be eligible and shall instruct the State Cost Fund Administrator to remit to Settling Distributors the full amount awarded to the State of Washington, with each Settling

Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

5. No Participating Litigating Subdivision shall receive any payment due under this Agreement, including but not limited to the portion of the Washington Abatement Amount allocable to the Participating Subdivision, until it and/or its outside counsel, as applicable, fulfill their obligations under Sections V.D. 1-2.

VI. Release

A. *Scope.* As of the Washington Effective Date, Section XI of the Global Settlement is fully binding on, and effective with respect to, all Releasors under this Agreement. Accordingly, as of the Washington Effective Date, the Released Entities are hereby released and forever discharged from all Released Claims of Releasors, including the State of Washington and its Participating Subdivisions.

VII. Miscellaneous

A. *No Admission.* The Settling Distributors do not admit liability, fault, or wrongdoing. Neither this Agreement nor the Washington Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of the Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.

B. *Tax Cooperation and Reporting.* The State of Washington and its Participating Subdivisions will be bound by Section V.F and Section XIV.F of the Global Settlement, except (i) as set forth in the final sentence of this Section VII.B and (ii) that the State of Washington shall be its own Designated State and shall designate its own "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The IRS Forms 1098-F to be filed with respect to this Agreement are attached as Exhibit C, Exhibit D, and Exhibit E. The State of Washington and its Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIV.F.4 of the Global Settlement with respect to this Agreement, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the aggregate amount of payments paid or incurred by the Settling Distributors hereunder as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor's portion of the amount equal to the aggregate amount of payments paid or incurred by the Settling Distributors hereunder less the Compensatory Restitution Amount as the "Amount to be paid for violation or potential violation" in Box 2 of IRS Form 1098-F and each Settling Distributor's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in Exhibit C, Exhibit D, and Exhibit E.

C. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State of Washington or a Released Entity. The State of Washington may not assign or otherwise convey any right to enforce any provision of this Agreement.

D. *Cooperation.* Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Washington Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Washington Consent Judgment.

E. *Enforcement.* All disputes between Settling Distributors and the State of Washington and/or the Participating Subdivisions in the State of Washington shall be handled as specified in Section VI of the Global Settlement, including the referral of relevant disputes to the National Arbitration Panel.

F. *No Violations of Applicable Law.* Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.

G. *Modification.* This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement or the Washington Consent Judgment, Settling Distributors may contact the Washington Attorney General for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.

H. *No Waiver.* Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

I. *Entire Agreement.* This Agreement, including the Global Settlement (and its exhibits), represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

J. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

K. *Notice.* All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:
Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:
Elaine Golin
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at:
Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Copy to the State of Washington at:

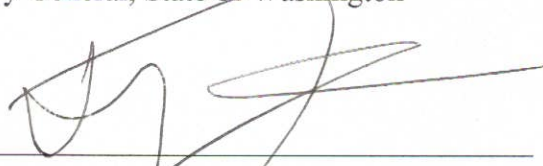
Shane Esquibel
Jeffrey Rupert
Laura Clinton
Washington Attorney General's Office
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100
Shane.Esquibel@atg.wa.gov
Jeffrey.Rupert@atg.wa.gov
Laura.Clinton@atg.wa.gov

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 5/2/22

ROBERT W. FERGUSON
Attorney General, State of Washington

By: 

Name: JEFFREY RUPERT

Title: Division Chief

Authorized and agreed to by:

Dated: May 2, 2022

AMERISOURCEBERGEN CORPORATION



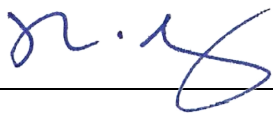
By: _____

Elizabeth Campbell
Executive Vice President and Chief Legal Officer

Authorized and agreed to by:

Dated: 04/29/2022

CARDINAL HEALTH, INC.

By:  _____

Name: Jessica Mayer

Title: Chief Legal and Compliance Officer

Authorized and agreed to by:

Dated: 5/2/22

MCKESSON CORPORATION

By: 

Name: Sarah C. Braun

Title: Corporate Secretary

Exhibit A
Primary Subdivisions²

| No. | Subdivision Name |
|------------|-------------------------|
| 1. | Aberdeen city |
| 2. | Adams County |
| 3. | Anacortes City |
| 4. | Arlington City |
| 5. | Asotin County |
| 6. | Auburn City* |
| 7. | Bainbridge Island City |
| 8. | Battle Ground City |
| 9. | Bellevue City* |
| 10. | Bellingham City* |
| 11. | Benton County* |
| 12. | Bonney Lake City |
| 13. | Bothell City* |
| 14. | Bremerton City* |
| 15. | Burien City* |
| 16. | Camas City |
| 17. | Centralia City |
| 18. | Chelan County* |
| 19. | Cheney City |
| 20. | Clallam County* |
| 21. | Clark County* |
| 22. | Covington City |
| 23. | Cowlitz County* |
| 24. | Des Moines City* |
| 25. | Douglas County* |
| 26. | East Wenatchee City |
| 27. | Edgewood City |
| 28. | Edmonds City* |
| 29. | Ellensburg City |
| 30. | Enumclaw City |
| 31. | Everett City* |
| 32. | Federal Way City* |
| 33. | Ferndale City |
| 34. | Fife City |
| 35. | Franklin County* |
| 36. | Gig Harbor City |
| 37. | Grandview City |
| 38. | Grant County* |

² Entities denoted with an asterisk (*) indicate a population of greater than 30,000 for purposes of the definition of Primary Subdivision as it relates to Incentive Payment C.

39. Grays Harbor County*
40. Island County*
41. Issaquah City*
42. Jefferson County*
43. Kelso City
44. Kenmore City
45. Kennewick City*
46. Kent City*
47. King County*
48. Kirkland City*
49. Kitsap County*
50. Kittitas County*
51. Klickitat County
52. Lacey City*
53. Lake Forest Park City
54. Lake Stevens City*
55. Lakewood City*
56. Lewis County*
57. Liberty Lake City
58. Lincoln County
59. Longview City*
60. Lynden City
61. Lynnwood City*
62. Maple Valley City
63. Marysville City*
64. Mason County*
65. Mercer Island City
66. Mill Creek City
67. Monroe City
68. Moses Lake City
69. Mount Vernon City*
70. Mountlake Terrace City
71. Mukilteo City
72. Newcastle City
73. Oak Harbor City
74. Okanogan County*
75. Olympia City*
76. Pacific County
77. Pasco City*
78. Pend Oreille County
79. Pierce County*
80. Port Angeles City
81. Port Orchard City
82. Poulsbo City
83. Pullman City*
84. Puyallup City*

85. Redmond City*
86. Renton City*
87. Richland City*
88. Sammamish City*
89. San Juan County
90. Seatac City
91. Seattle City*
92. Sedro-Woolley City
93. Shelton City
94. Shoreline City*
95. Skagit County*
96. Skamania County
97. Snohomish City
98. Snohomish County*
99. Snoqualmie City
100. Spokane City*
101. Spokane County*
102. Spokane Valley City*
103. Stevens County*
104. Sumner City
105. Sunnyside City
106. Tacoma City*
107. Thurston County*
108. Tukwila City
109. Tumwater City
110. University Place City*
111. Vancouver City*
112. Walla Walla City*
113. Walla Walla County*
114. Washougal City
115. Wenatchee City*
116. West Richland City
117. Whatcom County*
118. Whitman County*
119. Woodinville City
120. Yakima City*
121. Yakima County*

Exhibit B
Litigating Subdivisions

| No. | Subdivision Name |
|------------|-------------------------------|
| 1. | Anacortes City |
| 2. | Bainbridge Island City |
| 3. | Burlington City |
| 4. | Chelan County |
| 5. | Clallam County |
| 6. | Clark County |
| 7. | Everett City |
| 8. | Franklin County |
| 9. | Island County |
| 10. | Jefferson County |
| 11. | Kent City |
| 12. | King County |
| 13. | Kirkland City |
| 14. | Kitsap County |
| 15. | Kittitas County |
| 16. | La Conner School District |
| 17. | Lakewood City |
| 18. | Lewis County |
| 19. | Lincoln County |
| 20. | Mount Vernon City |
| 21. | Mount Vernon School District |
| 22. | Olympia City |
| 23. | Pierce County |
| 24. | San Juan County |
| 25. | Seattle City |
| 26. | Sedro-Woolley City |
| 27. | Sedro-Woolley School District |
| 28. | Skagit County |
| 29. | Snohomish County |
| 30. | Spokane City |
| 31. | Spokane County |
| 32. | Tacoma City |
| 33. | Thurston County |
| 34. | Vancouver City |
| 35. | Walla Walla County |
| 36. | Whatcom County |
| 37. | Whitman County |

Exhibit C
ABC IRS Form 1098-F

This Exhibit C will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit D
Cardinal Health IRS Form 1098-F

This Exhibit D will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit E
McKesson IRS Form 1098-F

This Exhibit E will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit F
Subdivision Settlement Participation Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit G
Consent Judgment and Stipulation of Dismissal with Prejudice

The Honorable Michael Ramsey Scott
Trial Date: November 15, 2021

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

MCKESSON CORPORATION,
CARDINAL HEALTH INC., and
AMERISOURCEBERGEN DRUG
CORPORATION,

Defendants.

NO. 19-2-06975-9 SEA

FINAL CONSENT JUDGMENT AND
DISMISSAL WITH PREJUDICE

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

The State of Washington (“*State*”) and McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Drug Corporation and AmerisourceBergen Corporation, together with the subsidiaries thereof (collectively, the “*Settling Distributors*,” and each a “*Settling Distributor*”) (together with the State, the “*Parties*,” and each a “*Party*”) have entered into a consensual resolution of the above-captioned litigation (the “*Action*”) pursuant to a settlement agreement entitled Distributors Washington Settlement Agreement, dated as of May 2, 2022 (the “*Washington Agreement*”), a copy of which is attached hereto as Exhibit A. The Washington Agreement shall become effective by its terms upon the entry of this Final Consent Judgment (the “*Judgment*”) by the Court without adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind. By entering into the Washington Agreement, the State of Washington agrees to be bound by all terms and conditions

of the Distributor Settlement Agreement, dated as of July 21, 2021 (as subsequently updated) (the “*Global Agreement*”), a copy of which is attached hereto as Exhibit B (together with the Washington Agreement, the “*Agreements*”) unless stated otherwise in the Washington Agreement. Unless stated otherwise in the Washington Agreement, the terms of the Washington Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly.

I. RECITALS:

1. Each Party warrants and represents that it engaged in arm’s-length negotiations in good faith. In hereby executing the Agreements, the Parties intend to effect a good-faith settlement.

2. The State has determined that the Agreements are in the public interest.

3. The Settling Distributors deny the allegations against them and that they have any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State’s or Subdivisions’ departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.

4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.

5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit P of the Global Agreement.

6. Therefore, without any admission of liability or wrongdoing by the Settling Distributors or any other Released Entities (as defined in the Global Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant

to the terms of the Agreements to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

In consideration of the mutual promises, terms, and conditions set forth in the Agreements, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between the Settling Distributors and the State, and adjudicated by the Court, as follows:

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasers against the Settling Distributors (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreements.

3. The “Definitions” set forth in Section I of the Global Agreement are incorporated by reference into this Judgment. The State is a “Settling State” within the meaning of the Global Agreement. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Global Agreement, or, if not defined in the Global Agreement, the same meaning given to them in the Washington Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense the Settling Distributors or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreements were entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreements.

7. By this Judgment, the Agreements are hereby approved by the Court, and the Court hereby adopts their terms as its own determination of this matter and the Parties' respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section VI.F.1 of the Global Agreement, governed by the rules and procedures of the Court.

9. The Parties have satisfied the Conditions to Effectiveness of Agreement set forth in Section II.B of the Washington Agreement as follows:

- a. The Enforcement Committee and the Settling Distributors executed the Enforcement Committee Agreement by June 1, 2022.
- b. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington became Participating Subdivisions by September 23, 2022.

10. The Parties have satisfied the Condition to Effectiveness of Agreement set forth in Section VIII of the Global Agreement and the Release set forth in Sections XI.A, F, and G of the Global Agreement, as follows:

- a. The Attorney General of the State exercised the fullest extent of his or her powers to release the Settling Distributors and all other Released Entities from all Released Claims pursuant to the release attached hereto as Exhibit C (the "*AG Release*").
- b. The Settling Distributors have determined that there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States to proceed with the Agreements.
- c. The Participation Form for each Initial Participating Subdivision in the State has been delivered to the Settling Distributors. As stated in the Participation Form, and for the avoidance of doubt, nothing in the Participation Form executed by the Participating Subdivisions is intended to modify in any way the terms of the

Agreements to which the Participating Subdivisions agree. As stated in the Participation Form, to the extent the executed version of the Participation Form differs from the Global Agreement in any respect, the Global Agreement controls.

- d. Pursuant to Section VIII.B of the Global Agreement, each Participating Subdivision in the State is dismissing with prejudice any Released Claims that it has filed against the Settling Distributors and the Released Entities.

11. Release. The Parties acknowledge that the AG Release, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreements and the AG Release and without limitation and to the maximum extent of the power of the State's Attorney General, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreements. Pursuant to the Agreements and the AG Release and to the maximum extent of the State's power, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking

money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Further, the provisions set forth in Section XI of the Global Agreement are incorporated by reference into this Judgment as if fully set forth herein. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreements and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

12. Release of Unknown Claims. The State expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

13. The State may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State expressly waived and fully, finally, and forever settled, released and discharged, through the Agreements and AG Release, any and all Released Claims that may exist as of the Effective Date but which the State does not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the State's decision to enter into the Agreements.

14. Costs and Fees. The Parties will bear their own costs and attorneys' fees except as otherwise provided in the Agreements.

15. No Admission of Liability. The Settling Distributors are consenting to this Judgment solely for the purpose of effectuating the Agreements, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which the Settling Distributors expressly deny. None of the Settling Distributors or any other Released Entity admits that it caused or contributed to any public nuisance, and none of the Settling Distributors or any other Released Entity admits any wrongdoing that was or could have been alleged by the State, its Participating Subdivisions, or any other person or entity. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by the Settling Distributors or any other Released Entity. The Parties acknowledge that payments made under the Agreements are not a fine, penalty, or payment in lieu thereof and are properly characterized as described in Section V.F of the Global Agreement.

16. No Waiver. This Judgment is entered based on the Agreements without adjudication of any contested issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver of any Settling Distributor's right, or any other Released Entity's right, to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. Notwithstanding the foregoing, the State may enforce the terms of this Judgment as expressly provided in the Agreements.

17. No Private Right of Action. This Judgment is not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to Section VI.A of the Global Agreement. Except as expressly provided in the Agreements, no portion of the Agreements or this Judgment shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. The State shall allow Participating Subdivisions in the State to notify it of any perceived violations of the Agreements or this Judgment. No Settling State, including the State of Washington, may assign or otherwise convey any right to enforce any provision of the Agreements.

18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against the Settling Distributors or binding on the Settling Distributors in any respect other than in connection with the enforcement of this Judgment or the Agreements. For the avoidance of doubt, nothing herein shall prohibit a Settling Distributor from entering this Judgment or the Agreements into evidence in any litigation or arbitration concerning (1) a Settling Distributor's right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreements and this Judgment.

19. Preservation of Privilege. Nothing contained in the Agreements or this Judgment, and no act required to be performed pursuant to the Agreements or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

20. Mutual Interpretation. The Parties agree and stipulate that the Agreements were negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreements are incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreements.

21. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section VI.F.1 of the Global Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreements.

22. Successors and Assigns. This Judgment is binding on each of the Settling Distributor's successors and assigns.

23. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and the Settling Distributors, or as provided for in Section XIV.U of the Global Agreement.

So ORDERED this _____ day of _____ 2022.

THE HONORABLE JUDGE MICHAEL. R. SCOTT

APPROVED, AGREED TO AND PRESENTED BY:

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DECLARATION OF SERVICE

I declare that I caused a copy of the foregoing document to be electronically served using the Court's Electronic Filing System, which will serve a copy of this document upon all counsel of record.

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DATED ____ day of _____ 2022, at Seattle, Washington.

s/
ANDREW R.W. HUGHES, WSBA No. 49515

Exhibit H Distributor Global Settlement Agreement

This document is not attached due to its size. The document can be found here: <https://agportal-s3bucket.s3.amazonaws.com/DistributorsSettlement/National%20Distributor%20Settlement.pdf>

EXHIBIT 2
Subdivision Settlement Participation Form
(Exhibit F of the Distributors Settlement)

Exhibit F
Subdivision Settlement Participation Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releaser, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 3
One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

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

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

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

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

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

A. Definitions

As used in this MOU:

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Allocation of Settlement Proceeds for Approved Purposes

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

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

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

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

C. Regional Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Payment of Counsel and Litigation Expenses

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

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

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

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

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

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

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

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

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

E. General Terms

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

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

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

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

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

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

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

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

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

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

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

K. TRAINING

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

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

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

L. RESEARCH

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

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

EXHIBIT B

Item 7.

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

Adams County

| | | |
|----------------------|--|----------------------|
| Adams County | | 0.1638732475% |
| Hatton | | |
| Lind | | |
| Othello | | |
| Ritzville | | |
| Washtucna | | |
| County Total: | | 0.1638732475% |

Asotin County

| | | |
|----------------------|--|----------------------|
| Asotin County | | 0.4694498386% |
| Asotin | | |
| Clarkston | | |
| County Total: | | 0.4694498386% |

Benton County

| | | |
|----------------------|--|----------------------|
| Benton County | | 1.4848831892% |
| Benton City | | |
| Kennewick | | 0.5415650564% |
| Prosser | | |
| Richland | | 0.4756779517% |
| West Richland | | 0.0459360490% |
| County Total: | | 2.5480622463% |

Chelan County

| | | |
|----------------------|--|----------------------|
| Chelan County | | 0.7434914485% |
| Cashmere | | |
| Chelan | | |
| Entiat | | |
| Leavenworth | | |
| Wenatchee | | 0.2968333494% |
| County Total: | | 1.0403247979% |

Clallam County

| | | |
|----------------------|--|----------------------|
| Clallam County | | 1.3076983401% |
| Forks | | |
| Port Angeles | | 0.4598370527% |
| Sequim | | |
| County Total: | | 1.7675353928% |

EXHIBIT B

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

Clark County

| | | |
|----------------------|--|----------------------|
| Clark County | | 4.5149775326% |
| Battle Ground | | 0.1384729857% |
| Camas | | 0.2691592724% |
| La Center | | |
| Ridgefield | | |
| Vancouver | | 1.7306605325% |
| Washougal | | 0.1279328220% |
| Woodland*** | | |
| Yacolt | | |
| County Total: | | 6.7812031452% |

Columbia County

| | | |
|----------------------|--|----------------------|
| Columbia County | | 0.0561699537% |
| Dayton | | |
| Starbuck | | |
| County Total: | | 0.0561699537% |

Cowlitz County

| | | |
|----------------------|--|----------------------|
| Cowlitz County | | 1.7226945990% |
| Castle Rock | | |
| Kalama | | |
| Kelso | | 0.1331145270% |
| Longview | | 0.6162736905% |
| Woodland*** | | |
| County Total: | | 2.4720828165% |

Douglas County

| | | |
|----------------------|--|----------------------|
| Douglas County | | 0.3932175175% |
| Bridgeport | | |
| Coulee Dam*** | | |
| East Wenatchee | | 0.0799810865% |
| Mansfield | | |
| Rock Island | | |
| Waterville | | |
| County Total: | | 0.4731986040% |

Ferry County

| | | |
|----------------------|--|----------------------|
| Ferry County | | 0.1153487994% |
| Republic | | |
| County Total: | | 0.1153487994% |

EXHIBIT B

Item 7.

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

Franklin County

| | | |
|----------------------|--|----------------------|
| Franklin County | | 0.3361237144% |
| Connell | | |
| Kahlotus | | |
| Mesa | | |
| Pasco | | 0.4278056066% |
| County Total: | | 0.7639293210% |

Garfield County

| | | |
|----------------------|--|----------------------|
| Garfield County | | 0.0321982209% |
| Pomeroy | | |
| County Total: | | 0.0321982209% |

Grant County

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

EXHIBIT B

Item 7.

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

Grays Harbor County

| | | |
|----------------------|--|----------------------|
| Grays Harbor County | | 0.9992429138% |
| Aberdeen | | 0.2491525333% |
| Cosmopolis | | |
| Elma | | |
| Hoquiam | | |
| McCleary | | |
| Montesano | | |
| Oakville | | |
| Ocean Shores | | |
| Westport | | |
| County Total: | | 1.2483954471% |

Island County

| | | |
|----------------------|--|----------------------|
| Island County | | 0.6820422610% |
| Coupeville | | |
| Langley | | |
| Oak Harbor | | 0.2511550431% |
| County Total: | | 0.9331973041% |

Jefferson County

| | | |
|----------------------|--|----------------------|
| Jefferson County | | 0.4417137380% |
| Port Townsend | | |
| County Total: | | 0.4417137380% |

EXHIBIT B

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

EXHIBIT B

Item 7.

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

Kitsap County

| | | |
|----------------------|--|----------------------|
| Kitsap County | | 2.6294133668% |
| Bainbridge Island | | 0.1364686014% |
| Bremerton | | 0.6193374389% |
| Port Orchard | | 0.1009497162% |
| Poulsbo | | 0.0773748246% |
| County Total: | | 3.5635439479% |

Kittitas County

| | | |
|----------------------|--|----------------------|
| Kittitas County | | 0.3855704683% |
| Cle Elum | | |
| Ellensburg | | 0.0955824915% |
| Kittitas | | |
| Roslyn | | |
| South Cle Elum | | |
| County Total: | | 0.4811529598% |

Klickitat County

| | | |
|----------------------|--|----------------------|
| Klickitat County | | 0.2211673457% |
| Bingen | | |
| Goldendale | | |
| White Salmon | | |
| County Total: | | 0.2211673457% |

Lewis County

| | | |
|----------------------|--|----------------------|
| Lewis County | | 1.0777377479% |
| Centralia | | 0.1909990353% |
| Chehalis | | |
| Morton | | |
| Mossyrock | | |
| Napavine | | |
| Pe Ell | | |
| Toledo | | |
| Vader | | |
| Winlock | | |
| County Total: | | 1.2687367832% |

EXHIBIT B

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

Lincoln County

| | | |
|----------------------|--|----------------------|
| Lincoln County | | 0.1712669645% |
| Almira | | |
| Creston | | |
| Davenport | | |
| Harrington | | |
| Odessa | | |
| Reardan | | |
| Sprague | | |
| Wilbur | | |
| County Total: | | 0.1712669645% |

Mason County

| | | |
|----------------------|--|----------------------|
| Mason County | | 0.8089918012% |
| Shelton | | 0.1239179888% |
| County Total: | | 0.9329097900% |

Okanogan County

| | | |
|----------------------|--|----------------------|
| Okanogan County | | 0.6145043345% |
| Brewster | | |
| Conconully | | |
| Coulee Dam*** | | |
| Elmer City | | |
| Nespelem | | |
| Okanogan | | |
| Omak | | |
| Oroville | | |
| Pateros | | |
| Riverside | | |
| Tonasket | | |
| Twisp | | |
| Winthrop | | |
| County Total: | | 0.6145043345% |

Pacific County

| | | |
|----------------------|--|----------------------|
| Pacific County | | 0.4895416466% |
| Ilwaco | | |
| Long Beach | | |
| Raymond | | |
| South Bend | | |
| County Total: | | 0.4895416466% |

EXHIBIT B

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

Pend Oreille County

| | | |
|----------------------|--|----------------------|
| Pend Oreille County | | 0.2566374940% |
| Cusick | | |
| Ione | | |
| Metaline | | |
| Metaline Falls | | |
| Newport | | |
| County Total: | | 0.2566374940% |

Pierce County

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

San Juan County

| | | |
|----------------------|--|----------------------|
| San Juan County | | 0.2101495171% |
| Friday Harbor | | |
| County Total: | | 0.2101495171% |

EXHIBIT B

Item 7.

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

Skagit County

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

Skamania County

| | | |
|----------------------|--|----------------------|
| Skamania County | | 0.1631931925% |
| North Bonneville | | |
| Stevenson | | |
| County Total: | | 0.1631931925% |

Snohomish County

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

EXHIBIT B

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

Spokane County

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

Stevens County

| | | |
|----------------------|--|----------------------|
| Stevens County | | 0.7479240179% |
| Chewelah | | |
| Colville | | |
| Kettle Falls | | |
| Marcus | | |
| Northport | | |
| Springdale | | |
| County Total: | | 0.7479240179% |

Thurston County

| | | |
|----------------------|--|----------------------|
| Thurston County | | 2.3258492094% |
| Bucoda | | |
| Lacey | | 0.2348627221% |
| Olympia | | 0.6039423385% |
| Rainier | | |
| Tenino | | |
| Tumwater | | 0.2065982350% |
| Yelm | | |
| County Total: | | 3.3712525050% |

Wahkiakum County

| | | |
|----------------------|--|----------------------|
| Wahkiakum County | | 0.0596582197% |
| Cathlamet | | |
| County Total: | | 0.0596582197% |

EXHIBIT B

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

Walla Walla County

| | | |
|----------------------|--|----------------------|
| Walla Walla County | | 0.5543870294% |
| College Place | | |
| Prescott | | |
| Waitsburg | | |
| Walla Walla | | 0.3140768654% |
| County Total: | | 0.8684638948% |

Whatcom County

| | | |
|----------------------|--|----------------------|
| Whatcom County | | 1.3452637306% |
| Bellingham | | 0.8978614577% |
| Blaine | | |
| Everson | | |
| Ferndale | | 0.0646101891% |
| Lynden | | 0.0827115612% |
| Nooksack | | |
| Sumas | | |
| County Total: | | 2.3904469386% |

Whitman County

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

EXHIBIT B

Item 7.

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

Exhibit C

KING COUNTY REGIONAL AGREEMENT

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

EXHIBIT 4
Non-Exhaustive List of Expenditures that Qualify as Opioid Remediation
(Exhibit E of the Global Settlement)

EXHIBIT E**List of Opioid Remediation Uses****Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B Approved Uses

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

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

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

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“*NAS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

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

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

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

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

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

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

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

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

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

A. Definitions

As used in this MOU:

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Allocation of Settlement Proceeds for Approved Purposes

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

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

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

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

C. Regional Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Payment of Counsel and Litigation Expenses

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

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

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

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

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

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

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

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

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

E. General Terms

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

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

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


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

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

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

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

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this 4th day of May, 2022 by:



Name & Title Jessi Bon, City Manager

On behalf of City of Mercer Island

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

K. TRAINING

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

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

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

L. RESEARCH

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

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

EXHIBIT B

| County | Local Government | % Allocation |
|------------------------------|-------------------------|----------------------|
| <u>Adams County</u> | | |
| | Adams County | 0.1638732475% |
| | Hatton | |
| | Lind | |
| | Othello | |
| | Ritzville | |
| | Washtucna | |
| | County Total: | 0.1638732475% |
| <u>Asotin County</u> | | |
| | Asotin County | 0.4694498386% |
| | Asotin | |
| | Clarkston | |
| | County Total: | 0.4694498386% |
| <u>Benton County</u> | | |
| | Benton County | 1.4848831892% |
| | Benton City | |
| | Kennewick | 0.5415650564% |
| | Prosser | |
| | Richland | 0.4756779517% |
| | West Richland | 0.0459360490% |
| | County Total: | 2.5480622463% |
| <u>Chelan County</u> | | |
| | Chelan County | 0.7434914485% |
| | Cashmere | |
| | Chelan | |
| | Entiat | |
| | Leavenworth | |
| | Wenatchee | 0.2968333494% |
| | County Total: | 1.0403247979% |
| <u>Clallam County</u> | | |
| | Clallam County | 1.3076983401% |
| | Forks | |
| | Port Angeles | 0.4598370527% |
| | Sequim | |
| | County Total: | 1.7675353928% |

EXHIBIT B

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

Clark County

| | | |
|----------------------|--|----------------------|
| Clark County | | 4.5149775326% |
| Battle Ground | | 0.1384729857% |
| Camas | | 0.2691592724% |
| La Center | | |
| Ridgefield | | |
| Vancouver | | 1.7306605325% |
| Washougal | | 0.1279328220% |
| Woodland*** | | |
| Yacolt | | |
| County Total: | | 6.7812031452% |

Columbia County

| | | |
|----------------------|--|----------------------|
| Columbia County | | 0.0561699537% |
| Dayton | | |
| Starbuck | | |
| County Total: | | 0.0561699537% |

Cowlitz County

| | | |
|----------------------|--|----------------------|
| Cowlitz County | | 1.7226945990% |
| Castle Rock | | |
| Kalama | | |
| Kelso | | 0.1331145270% |
| Longview | | 0.6162736905% |
| Woodland*** | | |
| County Total: | | 2.4720828165% |

Douglas County

| | | |
|----------------------|--|----------------------|
| Douglas County | | 0.3932175175% |
| Bridgeport | | |
| Coulee Dam*** | | |
| East Wenatchee | | 0.0799810865% |
| Mansfield | | |
| Rock Island | | |
| Waterville | | |
| County Total: | | 0.4731986040% |

Ferry County

| | | |
|----------------------|--|----------------------|
| Ferry County | | 0.1153487994% |
| Republic | | |
| County Total: | | 0.1153487994% |

EXHIBIT B

Item 7.

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

Franklin County

| | | |
|----------------------|--|----------------------|
| Franklin County | | 0.3361237144% |
| Connell | | |
| Kahlotus | | |
| Mesa | | |
| Pasco | | 0.4278056066% |
| County Total: | | 0.7639293210% |

Garfield County

| | | |
|----------------------|--|----------------------|
| Garfield County | | 0.0321982209% |
| Pomeroy | | |
| County Total: | | 0.0321982209% |

Grant County

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

EXHIBIT B

Item 7.

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

Grays Harbor County

| | | |
|----------------------|--|----------------------|
| Grays Harbor County | | 0.9992429138% |
| Aberdeen | | 0.2491525333% |
| Cosmopolis | | |
| Elma | | |
| Hoquiam | | |
| McCleary | | |
| Montesano | | |
| Oakville | | |
| Ocean Shores | | |
| Westport | | |
| County Total: | | 1.2483954471% |

Island County

| | | |
|----------------------|--|----------------------|
| Island County | | 0.6820422610% |
| Coupeville | | |
| Langley | | |
| Oak Harbor | | 0.2511550431% |
| County Total: | | 0.9331973041% |

Jefferson County

| | | |
|----------------------|--|----------------------|
| Jefferson County | | 0.4417137380% |
| Port Townsend | | |
| County Total: | | 0.4417137380% |

EXHIBIT B

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

EXHIBIT B

Item 7.

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

Kitsap County

| | | |
|----------------------|--|----------------------|
| Kitsap County | | 2.6294133668% |
| Bainbridge Island | | 0.1364686014% |
| Bremerton | | 0.6193374389% |
| Port Orchard | | 0.1009497162% |
| Poulsbo | | 0.0773748246% |
| County Total: | | 3.5635439479% |

Kittitas County

| | | |
|----------------------|--|----------------------|
| Kittitas County | | 0.3855704683% |
| Cle Elum | | |
| Ellensburg | | 0.0955824915% |
| Kittitas | | |
| Roslyn | | |
| South Cle Elum | | |
| County Total: | | 0.4811529598% |

Klickitat County

| | | |
|----------------------|--|----------------------|
| Klickitat County | | 0.2211673457% |
| Bingen | | |
| Goldendale | | |
| White Salmon | | |
| County Total: | | 0.2211673457% |

Lewis County

| | | |
|----------------------|--|----------------------|
| Lewis County | | 1.0777377479% |
| Centralia | | 0.1909990353% |
| Chehalis | | |
| Morton | | |
| Mossyrock | | |
| Napavine | | |
| Pe Ell | | |
| Toledo | | |
| Vader | | |
| Winlock | | |
| County Total: | | 1.2687367832% |

EXHIBIT B

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

Lincoln County

| | | |
|----------------------|--|----------------------|
| Lincoln County | | 0.1712669645% |
| Almira | | |
| Creston | | |
| Davenport | | |
| Harrington | | |
| Odessa | | |
| Reardan | | |
| Sprague | | |
| Wilbur | | |
| County Total: | | 0.1712669645% |

Mason County

| | | |
|----------------------|--|----------------------|
| Mason County | | 0.8089918012% |
| Shelton | | 0.1239179888% |
| County Total: | | 0.9329097900% |

Okanogan County

| | | |
|----------------------|--|----------------------|
| Okanogan County | | 0.6145043345% |
| Brewster | | |
| Conconully | | |
| Coulee Dam*** | | |
| Elmer City | | |
| Nespelem | | |
| Okanogan | | |
| Omak | | |
| Oroville | | |
| Pateros | | |
| Riverside | | |
| Tonasket | | |
| Twisp | | |
| Winthrop | | |
| County Total: | | 0.6145043345% |

Pacific County

| | | |
|----------------------|--|----------------------|
| Pacific County | | 0.4895416466% |
| Ilwaco | | |
| Long Beach | | |
| Raymond | | |
| South Bend | | |
| County Total: | | 0.4895416466% |

EXHIBIT B

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

Pend Oreille County

| | |
|----------------------|----------------------|
| Pend Oreille County | 0.2566374940% |
| Cusick | |
| Ione | |
| Metaline | |
| Metaline Falls | |
| Newport | |
| County Total: | 0.2566374940% |

Pierce County

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

San Juan County

| | |
|----------------------|----------------------|
| San Juan County | 0.2101495171% |
| Friday Harbor | |
| County Total: | 0.2101495171% |

EXHIBIT B

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

Skagit County

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

Skamania County

| | | |
|----------------------|--|----------------------|
| Skamania County | | 0.1631931925% |
| North Bonneville | | |
| Stevenson | | |
| County Total: | | 0.1631931925% |

Snohomish County

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

EXHIBIT B

Item 7.

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

Spokane County

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

Stevens County

| | | |
|----------------------|--|----------------------|
| Stevens County | | 0.7479240179% |
| Chewelah | | |
| Colville | | |
| Kettle Falls | | |
| Marcus | | |
| Northport | | |
| Springdale | | |
| County Total: | | 0.7479240179% |

Thurston County

| | | |
|----------------------|--|----------------------|
| Thurston County | | 2.3258492094% |
| Bucoda | | |
| Lacey | | 0.2348627221% |
| Olympia | | 0.6039423385% |
| Rainier | | |
| Tenino | | |
| Tumwater | | 0.2065982350% |
| Yelm | | |
| County Total: | | 3.3712525050% |

Wahkiakum County

| | | |
|----------------------|--|----------------------|
| Wahkiakum County | | 0.0596582197% |
| Cathlamet | | |
| County Total: | | 0.0596582197% |

EXHIBIT B

Item 7.

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

Walla Walla County

| | | |
|----------------------|--|----------------------|
| Walla Walla County | | 0.5543870294% |
| College Place | | |
| Prescott | | |
| Waitsburg | | |
| Walla Walla | | 0.3140768654% |
| County Total: | | 0.8684638948% |

Whatcom County

| | | |
|----------------------|--|----------------------|
| Whatcom County | | 1.3452637306% |
| Bellingham | | 0.8978614577% |
| Blaine | | |
| Everson | | |
| Ferndale | | 0.0646101891% |
| Lynden | | 0.0827115612% |
| Nooksack | | |
| Sumas | | |
| County Total: | | 2.3904469386% |

Whitman County

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

EXHIBIT B

Item 7.

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

Exhibit C

KING COUNTY REGIONAL AGREEMENT

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



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6150
September 20, 2022
Consent Agenda

AGENDA BILL INFORMATION

| | | |
|-------------------------------|--|---|
| TITLE: | AB 6150: Engstrom Open Space Title Transfer to Open Space Conservancy Trust | <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution |
| RECOMMENDED ACTION: | Adopt Resolution No. 1631 authorizing the transfer in trust of the title to Engstrom Open Space to the Open Space Conservancy Trust. | |
| DEPARTMENT: | City Manager | |
| STAFF: | Bio Park, City Attorney Alaine Sommargren, Deputy Public Works Director | |
| COUNCIL LIAISON: | Lisa Anderl | |
| EXHIBITS: | 1. Resolution No. 1631 | |
| 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 transfer of the Engstrom Open Space to the Open Space Conservancy Trust:

- The City transferred title to the Pioneer Park property to the Open Space Conservancy Trust in 1998.
- The City Council transferred the management and governance of Engstrom Open Space, which is functionally part of the same forest ecosystem as Pioneer Park, to the Trust in 2010.
- Staff recommend that the title for Engstrom Open Space be transferred to the Trust as well.

BACKGROUND

The Open Space Conservancy Trust ("Trust") was established by [Ordinance No. B-93](#) in 1992 to receive, hold, protect, maintain, and preserve open space properties that are transferred to the Trust by the City Council. In June 1998, the City transferred the title for the three parcels that make up Pioneer Park to the Trust. Since that time, the Trust has managed Pioneer Park in coordination with the City, overseeing multiple studies of the park's vegetation and health, ecological restoration planning and implementation, policy development, and programs and events located in the park.

The City acquired several parcels that abut Pioneer Park's northeast quadrant in 2002 and 2006, collectively named the Engstrom Open Space. A significant gift to the City from the Quarles' family, the property was

permanently dedicated for parks and recreation purposes. In November 2010, at the Trust's recommendation, the City Council transferred management and governance of the Engstrom Open Space to the Trust ([Resolution 1429](#)). Title to the Engstrom Open Space, however, was not transferred. Since this transfer, the property has been managed in accordance with the Pioneer Park Forest Management Plan and the 2008 Forest Health Plan Engstrom Open Space.

ISSUE/DISCUSSION

As adjoining properties, Pioneer Park and Engstrom Open Space are functionally parts of the same ecosystem, sharing habitat, ecological processes, and natural resources that exist without regard to the boundary line between them. These open spaces have been managed following the same levels of services, restoration plan, and policy guidelines since 2010. Transferring the title for the Engstrom Open Space properties to the Trust will create parity between the two properties and allow the Open Space Conservancy Trust to hold this property to the same protection and preservation standards as Pioneer Park.

NEXT STEPS

Should the City Council authorize the transfer of the title to the Trust, staff will prepare and execute all legal documentation to complete the transfer.

RECOMMENDED ACTION

Adopt Resolution No. 1631 authorizing the transfer of the title to Engstrom Open Space to the Open Space Conservancy Trust.

**CITY OF MERCER ISLAND
RESOLUTION NO. 1631**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AUTHORIZING TRANSFER IN TRUST OF TITLE TO ENGRSTROM OPEN SPACE TO THE MERCER ISLAND OPEN SPACE CONSERVANCY TRUST

WHEREAS, the City of Mercer Island owns the Engstrom Open Space, an 8.5 acre forested property adjacent to Pioneer Park; and

WHEREAS, the Mercer Island Open Space Conservancy Trust (“Trust”) was established by Mercer Island City Council Ordinance B-93 in 1992 to receive and hold open space properties from City Council; and

WHEREAS, the City transferred the title to the Pioneer Park property to the Trust in 1998; and

WHEREAS, Engstrom Open Space is functionally part of the same ecosystem as Pioneer Park such that natural resources and natural processes exist without regard to the boundary between the two properties; and

WHEREAS, the City Council transferred the management and governance of the Engstrom Open Space to the Trust in November 2010 (Resolution No.1429); and

WHEREAS, the Trust has successfully managed and governed Pioneer Park for 30 years and Engstrom Open Space for 12 years;

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

The City Manager is authorized and directed to take the necessary actions to transfer, in trust, the title to Engstrom Open Space to the Mercer Island Open Space Conservancy Trust substantially in the same form and terms as the transfer of title to Pioneer Park.

THIS RESOLUTION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 20TH DAY OF SEPTEMBER, 2022.

CITY OF MERCER ISLAND

Salim Nice, Mayor

ATTEST:

Andrea Larson, City Clerk



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

**AB 6151
September 20, 2022
Consent Agenda**

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6151: 2023 Water System Improvements Design – Budget Appropriation | <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 the required funds to complete design work for the 2023 Water System Improvements. | |

| | |
|-------------------------------|--|
| DEPARTMENT: | Public Works |
| STAFF: | Jason Kintner, Chief of Operations/Public Works Director Clint Morris, Capital Division Manager George Fletcher, CIP Project Manager |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. 2023 Water System Improvements – Vicinity Map |
| CITY COUNCIL PRIORITY: | n/a |

| | |
|-------------------------------|------------|
| AMOUNT OF EXPENDITURE | \$ 489,400 |
| AMOUNT BUDGETED | \$ 229,000 |
| APPROPRIATION REQUIRED | \$ 260,400 |

EXECUTIVE SUMMARY

The purpose of this agenda bill is to outline the scope of the 2023 Water System Improvements project and to request an appropriation to fully fund the design costs.

- The approved 2021-2022 Capital Improvement Program (CIP) includes funding the design for the anticipated 2023 Water System Improvements. This project (WU0109) will replace approximately 8,000 linear feet of undersized water mains in several neighborhoods on the north end of Mercer Island.
- It is normal practice to design next year’s project in the current year to be able to construct the project during the late spring to summer months, as well as put the project out to bid before the “busy” summer season to get the best pricing possible.
- During the 2023-2028 CIP planning and budgeting process, the need to accelerate replacement of aging water infrastructure was deemed a priority and integrated into the preliminary Six-Year CIP.
- The proposed 2023 Water System Improvements Project scope has expanded from replacing 2,700 linear feet of water main to approximately 8,000 linear feet due to aging infrastructure.
- An appropriation of \$260,400 is requested from the Water Fund Balance to cover the additional costs of design work in 2022 due to the increased amount of work to be constructed in 2023.

BACKGROUND

Providing safe and reliable drinking water for the community is a top priority for the City of Mercer Island and for the Public Works Department. The 2022 Limited Water System Plan Update of the 2015 Water System Plan establishes the following goals:

1. Preserve public health and safety,
2. Maintain adequate water volume for firefighting,
3. Maintain adequate water volume for basic sanitation, and
4. Maintain consumptive value and water quality.

The City's water distribution system includes over 113 miles of water mains of varying age, size, material, and condition. Most of the system is composed of cast iron and ductile iron pipe, but there are nearly five miles of asbestos cement (AC) pipe and one mile of steel pipe. Pressurized AC pipe is a material known for developing leaks and breaks as it nears the latter part of its expected life. The AC pipe in the Mercer Island water system was mostly installed in the late 1950's and early 1960's, making it the oldest piping within the distribution system. There is also a significant amount of undersized cast iron pipe (4" and 6" size) within the system, which also dates to the early 1960's. A key priority in the City's Water CIP is to replace aging water mains.

As part of the CIP budget development process, staff evaluate and rank water main replacements using a scoring matrix, which includes pipe condition, material type and age, maintenance history (i.e., watermain breaks), fire flow, and water quality to prioritize water mains for replacement. This priority replacement list is then compared against other planned City utility and street projects and adjusted when necessary, so utility work occurs one to two years ahead of planned street improvements.

ISSUE/DISCUSSION

During the 2023-2028 CIP budget development process, staff expanded planned water system replacements into two programs: the replacement of aging and undersized cast iron water mains, and the replacement of asbestos cement (AC) water mains. Staff also recommended the replacement of all AC pipe be completed by 2028 as a risk reduction measure. This expanded plan essentially doubles the annual amount of water mains to be replaced over the next six years.

The current project limits for the proposed 2023 Water System Improvements have been divided into three work schedules as follows (refer to Exhibit 1):

Schedule A will replace approximately 3,000 linear feet of undersized 6" cast iron water mains with new 8" ductile iron water mains on portions of 60th and 62nd Avenues in the East Seattle neighborhood.

Schedule B will replace approximately 2,800 linear feet of undersized 4" and 6" cast iron water mains with new 8" ductile iron water mains near the 7400 block of North Mercer Way and in the 2200 to 2700 blocks of 73rd and 74th Avenues.

Schedule C will replace approximately 2,300 linear feet of undersized 4" cast iron water mains with new 8" ductile iron water mains on portions of SE 37th Place, SE 41st Street, and SE 42nd Street in the 7600 to 7800 blocks.

The scope of work also includes replacing all fire hydrants, water services, and air/vacuum valve assemblies. In total, approximately 8,000 linear feet of water mains are planned to be replaced. The old water mains and service lines will be abandoned in place and left in the ground.

Design Budget

The scope increase exceeds the available budget planned in 2022. To proceed with a design contract for the proposed 2023 construction in its entirety, an appropriation from the Water Fund is needed. A breakdown of the design costs including survey contract, design contract, and project management are summarized in the following table.

| 2023 WATER SYSTEM IMPROVEMENTS | TOTAL |
|---|------------------|
| Survey Contract | \$106,500 |
| Design Contract | \$262,900 |
| Project Management/Utility Team Coordination | \$120,000 |
| Total Design Costs | \$489,400 |
| Total Approved Design Budget (2021-2022) | \$229,000 |
| Additional Budget Needed | \$260,400 |

NEXT STEPS

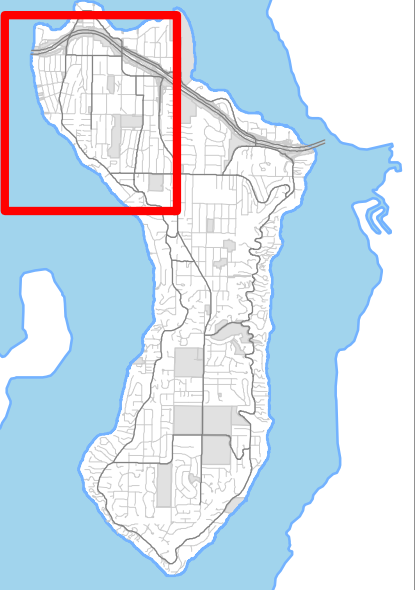
City staff is finalizing a contract with Axis Surveying and Mapping for site surveying work, which is required before any detailed design work can begin. Upon approval of additional funds for design, staff will proceed with contracting with an engineering firm for project design. The project’s current timeline calls for design work to be completed by April 2023 and the project to be advertised for construction bids in May 2023. Construction is anticipated from June to December 2023.

RECOMMENDED ACTION


Appropriate \$260,400 from the Water Fund balance to fully fund design work on the 2023 Water System Improvements Project.


2023 Water System Improvements WU0109- Project Vicinity Map

Item 9.



 Project Location

 Roads

 Parcels

 Parks

210

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



WU0109.mxd Date:8/31/2022



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

**AB 6152
September 20, 2022
Consent Agenda**

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6152: Interlocal Agreement for Jail Services with South Correctional Entity (SCORE) | <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 updated Interlocal Agreement for Inmate Housing with SCORE. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | Police |
| STAFF: | Ed Holms, Chief of Police Jeff Magnan, Services Commander Dominic Amici, Detective Sgt. |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Interlocal Agreement for Inmate Housing between City of Mercer Island and SCORE. |
| CITY COUNCIL PRIORITY: | n/a |

| | |
|-------------------------------|-----------|
| AMOUNT OF EXPENDITURE | \$ 45,000 |
| AMOUNT BUDGETED | \$ 45,000 |
| APPROPRIATION REQUIRED | \$ n/a |

EXECUTIVE SUMMARY

The purpose of this agenda bill is to authorize the City Manager to sign the updated Interlocal Agreement (see Exhibit 1) with the South Correctional Entity (SCORE) jail.

- The City has had an agreement with the SCORE jail since 2011.
- Effective immediately, SCORE will be implementing amendments to their housing agreement. The amendments include the requirement of a probable cause statement within 48 hours of booking, transportation arrangements upon release, and updated release procedures. These amendments are listed in Section 2, page 1(E), of Exhibit 1.
- Effective January 1, 2023, SCORE’s Administrative Board adopted a daily bed rate increase of 5% and added a booking fee of \$50.00. The hourly rate for transports/hospital security will be increased to \$75.00/hr., from the current \$65.00 per hour. The amended rates will be absorbed in the police department’s budget. The rates are described in Section 2, page 4, of Exhibit 1.

BACKGROUND

Under State law, the City of Mercer Island is responsible for paying all jail costs associated with housing individuals for violations of misdemeanor level crimes occurring within the City. The City maintains contracts

with Issaquah City Jail, SCORE, and King County Jail. The City utilizes Issaquah City Jail as the primary jail service for cost efficiency and accessibility. Based on availability or for individuals being booked on misdemeanor charges with medical or psychological conditions that preclude them from being accepted at Issaquah, the City utilizes SCORE and pays a booking fee and daily rate.

RECOMMENDED ACTION

Authorize the City Manager to sign the updated Interlocal Agreement for Inmate Housing between the City of Mercer Island and SCORE.

AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this “Amendment”), dated _____, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and _____, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated 5/17/2011, as previously amended (the “Original Agreement”) pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the “SCORE Facility”); and

WHEREAS, the Parties now desire to amend and restate the Original Agreement (as amended by this Amendment, the “Agreement”) with regard to terms related to release of inmates who have not had a probable cause determination as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) **Amendment to Release Provisions.** Section 5(E) (Transportation, Booking, Classification, Discipline and Release Procedures) of the Original Agreement is hereby amended and restated as follows:

...

E. **Release.** Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE’s custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may “borrow” a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees for transportation outside of King County, if any, are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

(2) **Amendment to Hold Harmless, Defense, and Indemnification Provisions.** Section 16 (Hold Harmless, Defense and Indemnification) of the Original Agreement is hereby amended and restated as follows:

Section 16. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

Section 3. Entire Agreement. Except as hereby amended and restated by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 4. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 5. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 6. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Signature

Signature

Printed Name – Title

Printed Name – Title

ATTEST:

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention:
Email:
Telephone:
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:
Name:
Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:
Name:
Title:

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING
(Amending Exhibit A: Fees and Charges and Services)

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this “Amendment”), dated _____, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and _____, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated 05/17/2011, as amended and as may be further amended from time to time (the “Original Agreement”) pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the “SCORE Facility”); and

WHEREAS, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the “Agreement”) with regard to fees and charges for such services as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) **Amendment to Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee and Transport Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

| | | |
|--|----------|-----------------------|
| General Population – Guaranteed Beds | \$138.43 | No. of Beds: <u>0</u> |
| General Population – Non-Guaranteed Beds | \$199.00 | |

Daily Rate Surcharges:

| | |
|----------------------------------|----------|
| Mental Health – Residential Beds | \$159.00 |
| Medical – Acute Beds | \$217.00 |
| Mental Health – Acute Beds | \$278.00 |

Booking Fee \$50.00

Transport/Security Fee \$75.00/hr

Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1st.

Section 3. Effective Date of Amendment. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2023 at 12:01 a.m.

Section 4. Entire Agreement. Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 5. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 6. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 7. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Signature

Signature

ATTEST:

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention:
Email:
Telephone:
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

Name:

Name:

Title:

Title:



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

**AB 6157
September 20, 2022
Consent Agenda**

AGENDA BILL INFORMATION

| | | |
|----------------------------|---|---|
| TITLE: | AB 6157: Letter of Support for the GMA Periodic Update Grant | <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 letter of support for the GMA Periodic Update Grant | |

| | |
|-------------------------------|---|
| DEPARTMENT: | Community Planning and Development |
| STAFF: | Jeff Thomas, Interim CPD Director Alison Van Gorp, Deputy CPD Director |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Grant Notification Letter 2. Draft Letter of Support |
| 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 authorize a letter of support for the Department of Comprehensive Plan grant program.

- The City has the opportunity to apply for \$125,000 in grant funding from the Department of Commerce to fund the required 2024 periodic update to the Comprehensive Plan (see Exhibit 1).
- The City’s grant application must include a letter of support from the Mayor. The letter is presented for review and approval by the full City Council (see Exhibit 2).
- The grant application and letter of support are due by September 30, 2022.
- Grant funds will cover consultant costs and offset funds previously budgeted from the General Fund.

BACKGROUND

The City of Mercer Island is required by the Growth Management Act (GMA) to review and, if needed, revise its Comprehensive Plan by December 31, 2024. In July, the City was notified by the Department of Commerce (Exhibit 1) that the City is eligible for a grant award of \$125,000 to support the periodic update of the Comprehensive Plan. This funding is reserved for the City as a non-competitive formula grant.

- \$62,500 is available to reimburse periodic update project costs from July 1, 2022 to June 30, 2023.
- Another \$62,500 is available for costs incurred July 1, 2023 to June 30, 2024.

Grant funds can be used to cover most activities related to the review and update of the comprehensive plan including staff time, consultant contracts, costs of providing public notice, printing, and copying. The City plans to use the grant primarily to cover consultant costs; the grant will offset funds previously budgeted from the General Fund.

ISSUE/DISCUSSION

To receive this grant funding, the City must complete an application by September 30, 2022, including a letter of support from the Mayor. The [application form](#) includes basic contact information, questions about the City's GMA compliance status, as well as a section on the scope of work and budget proposed for grant funding. City staff are completing the application based on the scope of work, schedule and public participation plan approved by the City Council on March 15, 2022 ([AB 6040](#)).

The Letter of Support (Exhibit 2) confirms the support of the City's elected officials for the proposed work to be funded by the grant.

NEXT STEPS

Once the letter of support is approved by the City Council and signed by the Mayor, staff will finalize the application materials for submittal to the Department of Commerce and submit by the September 30, 2022 deadline. If awarded, staff anticipates that a grant agreement will be developed with the Department of Commerce soon after the application is submitted. Once the grant agreement is signed, the City may begin to submit invoices for reimbursement under the grant.

RECOMMENDED ACTION

Approve the Letter of Support for the GMA Periodic Update Grant.



STATE OF WASHINGTON
 DEPARTMENT OF COMMERCE
 1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

July 18, 2022

The Honorable Salim Nice
 Mayor of Mercer Island
 9611 SE 36th Street
 Mercer Island, Washington 98040-3732

RE: 2024 Growth Management Act Periodic Update Grants

Dear Mayor Nice:

The City of Mercer Island is required by RCW 36.70A.130(5)(a) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2024, to ensure they comply with the Growth Management Act (GMA).

We are pleased to inform you that, based on your population size, that \$125,000 has been reserved for the City of Mercer Island as a grant to assist in completing your update work. This funding is reserved for the city as a non-competitive formula grant. Due to the state biennial split, one-half of this funding, or \$62,500 is available to reimburse related periodic update project costs from July 1, 2022 to June 30, 2023. Commerce will sign a grant agreement with you by this fall. All related GMA update project costs incurred by your jurisdiction, beginning July 1, 2022, will be eligible for reimbursement. Therefore, you will not need to delay work on the update grant until the contract is signed.

In addition to this financial assistance, Growth Management Services will continue to provide technical assistance for you during this periodic update process, until your scheduled update deadline, and our professional senior planners are ready to assist you with any questions. Please feel free to contact your assigned senior planner with any questions.

Your first grant deliverable will be the completion and submittal of the periodic update checklist, which we provide for review for your comprehensive plan and development regulation. You may find a copy of the checklist and instructions on our webpage here:

<https://www.commerce.wa.gov/serving-communities/growth-management/periodic-update/>

In order to receive this funding, please complete the GMA Update Grant Application materials. These materials are located on the Growth Management Services grants webpage located at

<https://www.commerce.wa.gov/serving-communities/growth-management/growth-management-grants/>

We request application materials please be returned by **September 30, 2022**. As soon we receive your submitted application, we will begin preparing your contract and negotiate your final scopes of work.

If you have questions regarding this grant program or receiving technical assistance regarding your update, please contact Catherine McCoy, at (360) 725-2910, or catherine.mccoy@commerce.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Andersen". The signature is fluid and cursive, with a large initial "D" and "A".

Dave Andersen, AICP
Managing Director, Growth Management Services

cc: Evan Maxim



September 20, 2022

Department of Commerce
Attn: Grant Committee
PO Box 42525
Olympia, WA 98504-2525

RE: Letter of Commitment to the Mercer Island Comprehensive Plan Periodic Update

Dear Department of Commerce Grant Committee,

The City of Mercer Island appreciates the opportunity to apply for a Growth Management Act 2023-2024 Periodic Update Grant. The timing aligns well with our recently launched periodic update of the Mercer Island Comprehensive Plan.

The Mercer Island City Council has authorized its full support for the Periodic Update Grant funding application. This funding will assist the City of Mercer Island in achieving a strategic and targeted update to its Comprehensive Plan, including a substantial update to the Housing Element and creating a new Economic Development Element, as was outlined in the scope of work, schedule, and public participation plan approved by the Mercer Island City Council on March 15, 2022.

Thank you for your consideration

Sincerely,

Salim Nice
Mayor



206-275-7600



9611 SE 36th Street
Mercer Island, WA 98040



mercerisland.gov



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6160
September 20, 2022
Regular Business

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|--|
| TITLE: | AB 6160: King County Solid Waste Division Re+ Program Introduction | <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 presentation, no action necessary. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | Public Works |
| STAFF: | Jason Kintner, Chief of Operations Ross Freeman, Sustainability Analyst Andrea Larson, City Clerk |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Re+ 2022 Presentation |
| CITY COUNCIL PRIORITY: | n/a |

EXECUTIVE SUMMARY

The purpose of this agenda bill is to receive a presentation (see Exhibit 1) from the King County Solid Waste Division on a new county program called Re+, which is focused on increasing waste prevention and recycling. Waste diversion efforts have plateaued in recent years and new actions are needed to help the region achieve its zero waste of resources goal.

ISSUE/DISCUSSION

The Re+ goal is to minimize environmental impacts by moving towards zero waste while creating opportunities for everyone in King County to thrive.

The Re+ program's vision is, "Healthy, safe, and thriving communities in a waste-free King County." Its mission is:

- Reducing Single Use
- Reusing everything that can be
- Recycling what's left
- Renewing Communities
- Rethinking what's possible.

RECOMMENDED ACTION

Receive presentation. No action necessary.

Re



King County

Department of
Natural Resources and Parks
Solid Waste Division

Waste
Prevention

Resource
Recovery

Waste
Disposal

King County Solid Waste Division

Mission

- Reducing single use
- Reusing everything that can be
- Recycling what's left
- Renewing communities
- Rethinking what's possible

Vision

Healthy, safe, and thriving communities
in a waste-free King County



Re+ is a call to action

Strategic Climate Action Plan

1.3.3 - The Department of Natural Resources and Parks (...) shall achieve at minimum net carbon neutrality on an annual, ongoing basis

5.1.1 - Deliver zero waste of resources plan (ZWORP)

5.1.3 - Zero food waste in landfill in 2030

KC County Code

10.14.020 County goals.

It is King County's goal to achieve zero waste of resources by 2030 through maximum feasible and cost-effective prevention, reuse and reduction of solid wastes going into its landfills and other processing facilities.

KC Equity and Social Justice Strategic Plan

Vision: A King County where all people have equitable opportunities to thrive.

"(O)ur investments (...) should assess and address disproportionate environmental burdens and promote the equitable access to environmental benefits and resulting economic opportunities."

K4C Commitment

Develop a regional strategy through the adopted 2019 Comprehensive Solid Waste Management Plan to reach zero waste of resources by 2030

Comprehensive Solid Waste Management Plan

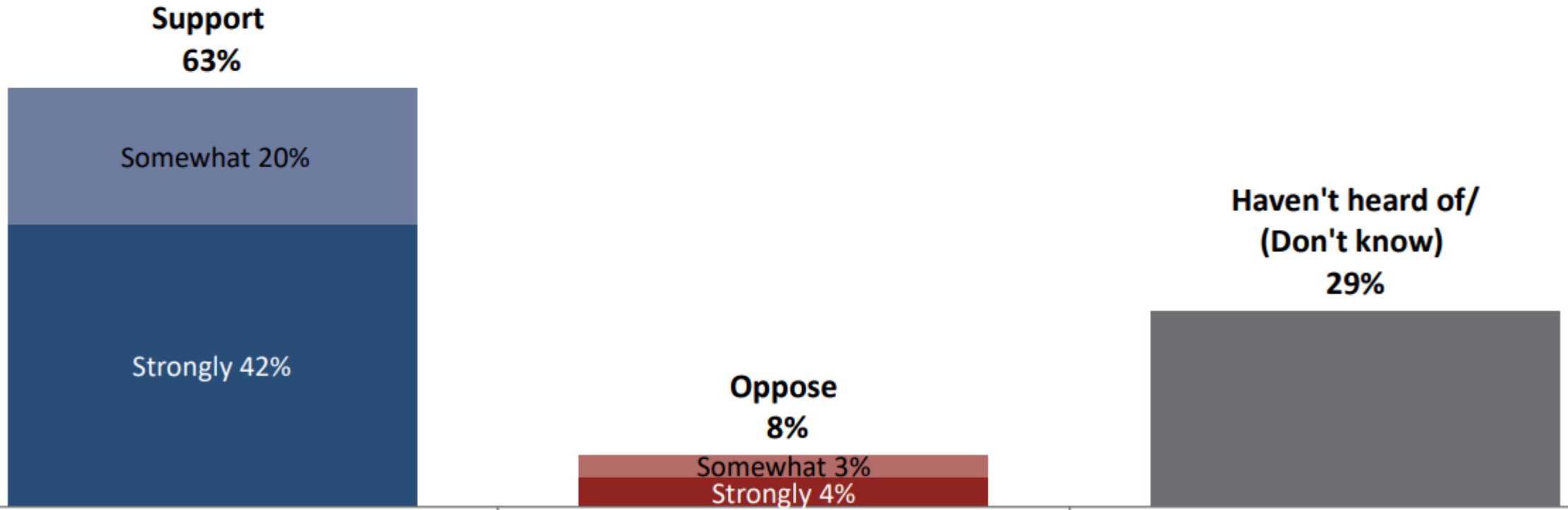
Several policies and actions in the Comp Plan support Re+ actions

RE+ Program Support

After an introductory statement, residents are widely supportive of the Re+ program.

As part of efforts to address climate change, the government of King County has set a goal to cut the amount of recyclable or reusable materials that are being sent to the landfill by 2030 by 70%. To help achieve that goal, the County has developed a waste reduction program known as "RE+," to invest in a variety of programs, technologies, and facilities to achieve this goal.

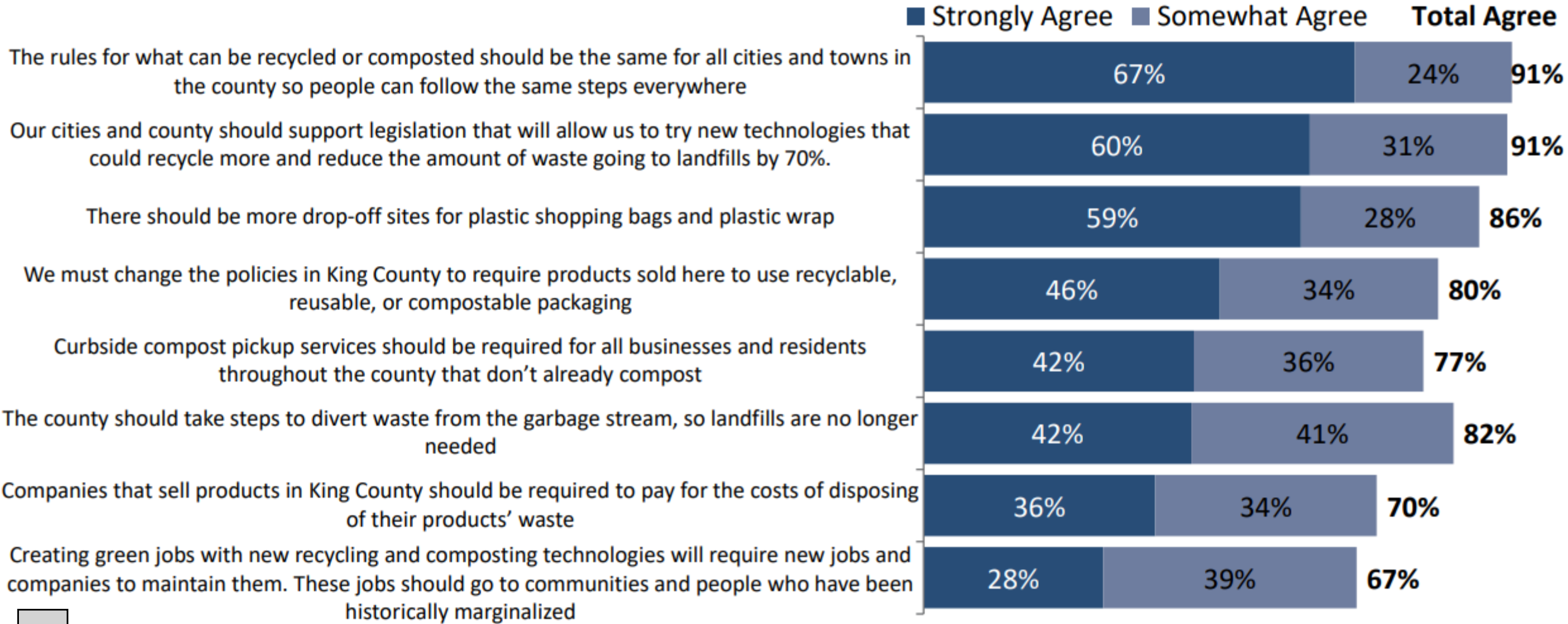
In general, do you strongly support, somewhat support, somewhat oppose, or strongly oppose the concept of the RE+ program?



227

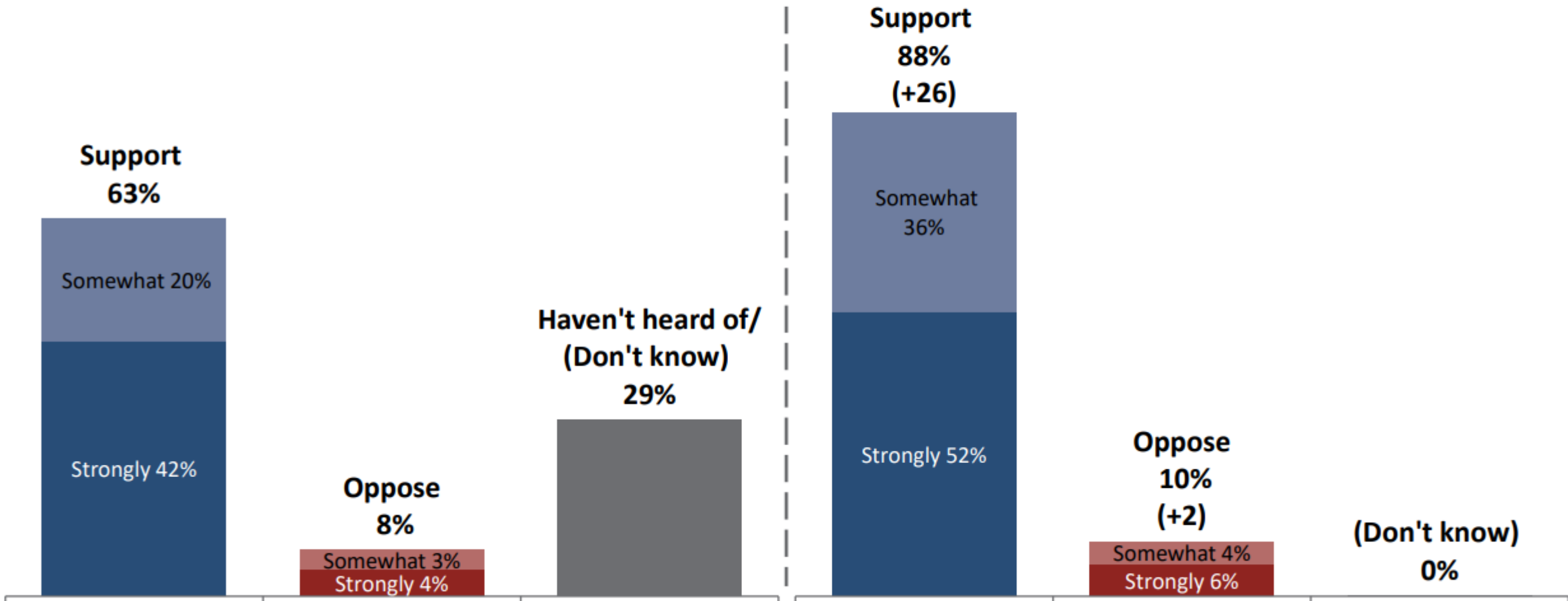
RE+ Program Statements Test

At least two-thirds agree with all of these statements, indicating general support for the Re+ concept on a wide range of potential program elements.



Support After Program Components

After providing additional information about the Re+ program, support for Re+ increases to nearly 90%.



Q: 229 After hearing all of this... Would you say you strongly support, somewhat support, somewhat oppose, or strongly oppose the RE+ program?

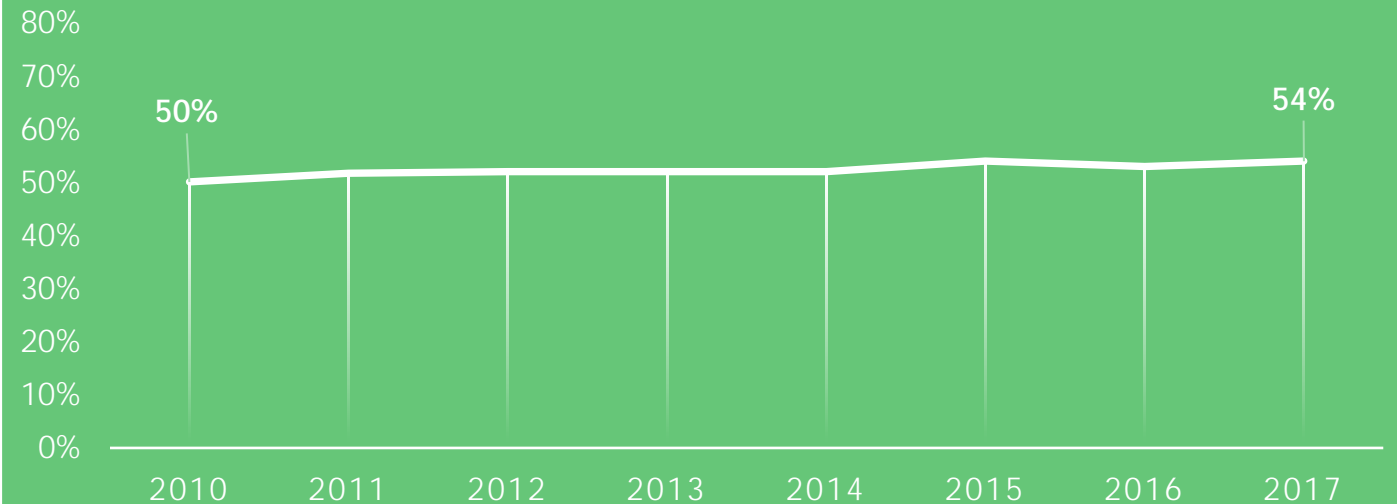
Where is King County leading?

- Curbside collection of non-organic recyclables
- C&D Recycling
- Yard waste collection

Where is King County lagging?

- Weekly organics & recycling collection
- Extended Producer Responsibility
- Banning food waste heading to landfill

RECYCLING RATES HAVE REMAINED RELATIVELY FLAT FOR NEARLY A DECADE



What does ZERO WASTE of RESOURCES look like?

**465,000
TONS**
LESS WASTE


**1 MILLION
MORE TREES**




RECOVERED FOOD FOR
92,000
PEOPLE




500+
GREEN
JOBS
CREATED



24 MILLION
FUTURE
DISPOSAL
COST
AVOIDANCE



150,000
FEWER
BARRELS OF
OIL BURNED



Organics (28% of landfill)

WA State Organics Legislation

- Diversion potential: 110,000 tons/yr
- GHG reduction: 67,000 MTCO₂e/yr

Single Family Organics Collection

- Diversion potential: 14,000 tons/yr
- GHG reduction: 6,000 MTCO₂e/yr

Non-Residential Food Waste Recycling

- Diversion potential: 50,000 tons/yr
- GHG reduction: 15,000 MTCO₂e/yr

Plastic, Paper, and Other Materials (26% to landfill)

Extended Producer Responsibility (EPR) for Packaging and Paper Products (PPP)

- Diversion potential: 42,000 tons/yr
- GHG reduction: 75,000 MTCO₂e/yr

Mixed Waste Processing

- Diversion potential: 200,000 tons/yr
- GHG reduction: 141,000 MTCO₂e/yr

NextCycle Washington

- Impacts dependent on participants

Re+ Circular Economy Grants

- Impacts dependent on participants

Community

Community Panel

A group of community members that live, work, and volunteer in King County who will help guide SWD in the equitable implementation of Re+

Re+ City Grant Proposal

A competitive grant program for King County cities to access and accelerate regional Re+ transformation

City-County Collaboration

Coordination and collaboration between King County and its cities to maximize zero waste impacts and standardize waste and recycling guidelines

Estimated Impacts from Fast Start Actions

Diversion potential – 300k – 400k tons per year within King County

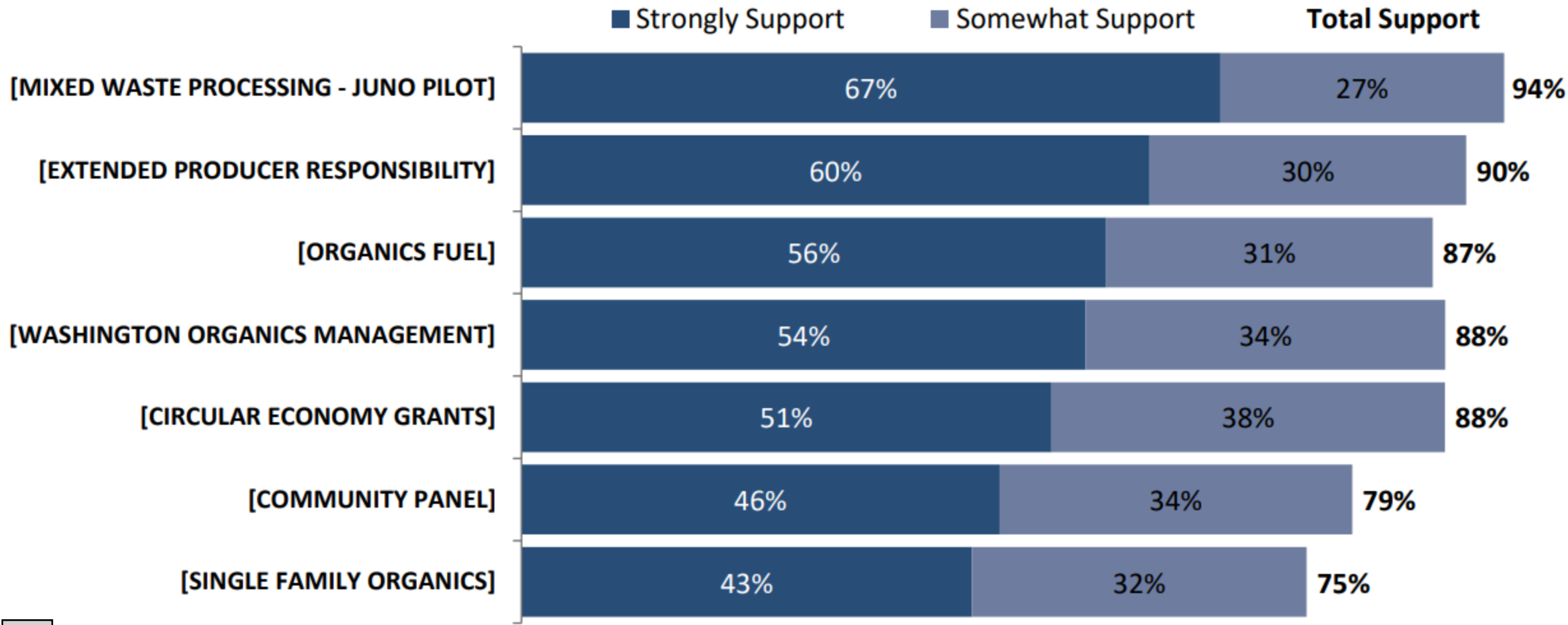
GHG reduction Estimate – 200k – 300k MTCO₂e annually

Other Considerations

- Increased spending to implement actions will increase rates
- Behavior change
- Increase in “green jobs” to process more recyclables

Program Components

Mixed waste processing and EPR may be the most supported parts of the Re+ program, but all program components resonate strongly and widely with King County residents.



Q 236 Next, I'd like to tell you about some of the potential components that could be part of the RE+ program. For each, please tell me whether you strongly support, somewhat support, somewhat oppose, or strongly oppose that component of the program.

Thank You!

For additional information please contact:

John Walsh

*King County Solid Waste Division
Strategy and Performance Section Manager*

john.walsh@kingcounty.gov

(206) 263-9695





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

**AB 6153
September 20, 2022
Regular Business**

AGENDA BILL INFORMATION

| | | |
|----------------------------|---|--|
| TITLE: | AB 6153: Board & Commission Vacancy Appointment (Round 2) (Resolution No. 1632) | <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution |
| RECOMMENDED ACTION: | Appoint member to vacant Position No. 1 on the Arts Council. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | City Council |
| STAFF: | Jessi Bon, City Manager Andrea Larson, City Clerk |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Resolution No. 1632 2. Fall 2022 List of Boards & Commission Vacancies 3. City Council Rules of Procedure, Section 8 |
| CITY COUNCIL PRIORITY: | n/a |

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to appoint a member to vacant Position No. 1 on the Arts Council . The name of the applicant selected will be added to Resolution No. 1632 (see Exhibit 1), with final approval required by a vote of the City Council.

BACKGROUND

In June staff received a resignation from one of the members of the Arts Council (see Exhibit 2, Fall 2022 List of Boards & Commission Vacancies). City staff conducted a recruitment process during August and September to fill the vacant position on the [Arts Council](#).

ISSUE/DISCUSSION

RECRUITMENT PROCESS

The position vacancy was advertised across several platforms, including a website news release, the City Manager Report, the Mercer Island Reporter, and on social media.

In addition, all board and commission members were encouraged to reach out to community members that might be willing to volunteer to apply for the open position.

In response to outreach efforts, one application was received by the September 9, 2022 deadline. The application materials were forwarded to the City Council for review on September 12, 2022.

APPOINTMENT PROCESS

The board and commission appointment process (see Exhibit 3, [City Council Rules of Procedure](#), specifically Section 8.12) provides that all appointments are made by a vote of the City Council during a regularly scheduled meeting. Each Councilmember will complete a written ballot, casting a vote for the identified open seat on a board or commission. If there is more than one open seat on a board or commission, then each position will be voted on separately (the position with the longest term will be voted on first). Councilmembers attending the meeting virtually will submit ballots to the City Clerk via email to comply with the Rules of Procedure and [RCW 42.30.060\(2\)](#). The City Clerk will read aloud the votes by each Councilmember.

The applicant(s) that receive the most votes, provided they have received a minimum of four votes, will be appointed to the open seat on the Arts Council. The name of the applicant selected will be added to a resolution (see Exhibit 1), with final approval required by a vote of the City Council.

RECOMMENDED ACTION

Approve Resolution No. 1632, appointing a member to fill vacant Position No. 1 on the Arts Council.

**CITY OF MERCER ISLAND, WASHINGTON
RESOLUTION NO. 1632**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON
APPOINTING A MEMBER TO THE MERCER ISLAND ARTS COUNCIL**

WHEREAS, Mercer Island's advisory boards and commissions provide an invaluable service to the City and their advice on a wide variety of subjects aids the City Council in the decision-making process; and

WHEREAS, there is currently one vacancy on the Arts Council; and

WHEREAS, the City Clerk solicited applications for said position; and

WHEREAS, the appointment for each board and commission is established by ordinance and is to be made by a vote of the City Council during a regularly scheduled meeting.

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

Section 1. Appointment of Arts Council. Pursuant to MICC 3.55.030(C), the City Council hereby appoints the following individual to the Mercer Island Arts Council for the designated term hereafter set forth:

_____ Position #1 Term Expires May 31, **2023**

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON SEPTEMBER 20, 2022.

CITY OF MERCER ISLAND

Salim Nice, Mayor

ATTEST:

Andrea Larson, City Clerk

Fall 2022 Boards Commission Vacancies

| BOARD OR COMMISSION | POS # | TERM EXP | CURRENT MEMBER | DATE APPOINTED | HOW LONG SERVED? | APPOINTEE | NEW TERM |
|---------------------|--------------|----------|----------------|----------------|------------------|-----------|----------|
| 1 | Arts Council | 1 | 2023 | Vacant | n/a | n/a | 2023 |

| Term Limits as defined in MICC | |
|---|--|
| Arts Council - MICC 3.55.030(B)(4) | Term limits. Preference shall be given to applicants who have served fewer than two full consecutive terms. If a member is appointed to a vacancy with two or more years remaining on the term, that term will be deemed a full term. If a member is appointed to a vacancy with less than two years remaining in the term, that term will not count toward the two-consecutive-term limit. In the event there are two or more applicants for a position, and an applicant has previously served two full consecutive terms, preference shall be given to the applicant(s) who has not previously served two full consecutive terms. |
| Design Commission - MICC 3.34.030(B)(4) | Term limits. No member shall serve more than two consecutive terms. If a member is appointed to a vacancy with two or more years remaining on the term, that term will be deemed a full term. If a member is appointed to a vacancy with less than two years remaining in the term, that term will not count toward the two-consecutive-term limit. |
| Open Space Trust - ORD No. 96-002 | n/a |
| Parks & Recreation Commission - MICC 3.53.030(B)(4) | Term limits. No member shall serve more than two consecutive terms. If a member is appointed to a vacancy with two or more years remaining on the term, that term will be deemed a full term. If a member is appointed to a vacancy with less than two years remaining in the term, that term will not count toward the two-consecutive-term limit. |
| Planning Commission - MICC 3.46.030(B)(4) | Term limits. No member shall serve more than two consecutive terms. If a member is appointed to a vacancy with two or more years remaining on the term, that term will be deemed a full term. If a member is appointed to a vacancy with less than two years remaining in the term, that term will not count toward the two-consecutive-term limit. |
| Utility Board - MICC 3.52.030(B)(4) | Term limits. Preference shall be given to applicants who have served fewer than two full consecutive terms. If a member is appointed to a vacancy with two or more years remaining on the term, that term will be deemed a full term. If a member is appointed to a vacancy with less than two years remaining in the term, that term will not count toward the two-consecutive-term limit. In the event there are two or more applicants for a position, and an applicant has previously served two full consecutive terms, preference shall be given to the applicant(s) who has not previously served two full consecutive terms. |

SECTION 8. CITY ADVISORY BOARDS AND COMMISSIONS

- 8.1** Mercer Island's advisory boards and commissions provide an invaluable service to the City. Their advice on a wide variety of subjects aids the City Council in the decision-making process. Effective resident participation is an invaluable tool for local government.
- 8.2** These advisory bodies originate from different sources. Some are established by [Title 3](#) of the Mercer Island City Code while others are established by motion or ordinance of the City Council. It is at the discretion of the City Council as to whether any advisory body should be established by ordinance. The following advisory boards and commissions are established:
- A.** Design Commission
 - B.** Planning Commission
 - C.** Utility Board
 - D.** Mercer Island Arts Council
 - E.** Open Space Conservancy Trust Board
 - F.** Parks & Recreation Commission
- 8.3** Each board and commission shall adopt rules of procedure (or bylaws) to guide governance of their board or commission, including the number of meetings unless set forth in a resolution or ordinance or unless the number of meetings adversely impacts City staff resources, as determined by the City Manager.
- 8.4** The City Council may dissolve any advisory body that, in their opinion, has completed its working function or for any other reason.
- 8.5** Lengths of terms vary from one advisory body to another, but in all cases overlapping terms are intended.
- 8.6** All meetings of advisory bodies are open to the public in accordance with Chapter 42.30 RCW, [Open Public Meetings Act](#), and require a minimum 24-hour advance notice.
- 8.7** Members may be removed, from any advisory board or commission, prior to the expiration of their term of office, in accordance with the provisions of the ordinance or resolution establishing such advisory board or commission.
- 8.8** All members of advisory boards and commissions shall sign a statement acknowledging they have received, read, and agree to be bound by the City's code of ethics MICC Chapter 2.60 and RCW Chapter 42.23. The City shall provide new members training on the Code of Ethics.

- 8.9** The City Council transmits referrals for information or action through the City Manager and the City Council liaison to the advisory boards and commissions. Staff Liaisons, on behalf of advisory boards and commissions transmit findings, recommendations, reports, etc., to the full City Council as part of the City Council Agenda Packet.
- 8.10** The City Manager shall appoint City staff to assist advisory boards and commissions. City staff are not employees of that body and take direction only from the Department Director or the City Manager. Boards and commissions shall not direct City staff to perform research, gather information, or otherwise engage in activities involving projects or matters that are not listed on the work plan unless approved by the City Council or City Manager.
- 8.11** Annually, staff for the Parks and Recreation Commission, Planning Commission, and Open Space Conservancy Trust Board shall develop a draft work plan and present the work plan to the City Council for review, possible amendments, and approval.
- 8.12** **Appointment Process.** Annually, the City Clerk will advertise for applicants to fill expiring positions on the boards and commissions as follows, unless otherwise provided by law:
- A.** Available positions are advertised.
 - B.** Once the application deadline has passed, all applications received by the deadline will be forwarded to the City Council for review.
 - C.** The City Clerk will include the appointment process on the agenda for the next regularly scheduled City Council meeting.
 - D.** The City Clerk will prepare a ballot for each board or commission, listing applicants alphabetically by last name.
 - E.** The voting process for appointment to each board and commission shall be as follows:
 1. Each City Councilmember completes a written ballot, casting a vote for the identified open seat on the board or commission. If there is more than one open seat on a board or commission, then each position will be voted on separately.
 2. The City Clerk will collect the ballots, tally the votes, and read aloud the votes and outcome of the voting process.
 3. The applicant that receives the most votes, provided they have received a minimum of four votes, will be appointed to the open seat on the board or commission. In the event of a tie or if no applicant receives four votes, the procedures in Section 8.12(E)(4) and (5) shall be followed.
 4. If no applicant receives a minimum of four votes, a second round of voting will take place utilizing the following process:
 - a. Applicants receiving one or no votes in the first round will be dropped from the ballot and Councilmembers will re-vote on the remaining applicants. If more than one candidate has only one

- vote, the Mayor will recommend an appropriate procedure for breaking the tie, subject to approval by the Council.
- b. Voting will continue until an applicant receives the four-vote minimum.
5. If a tie exists after the first vote or in a subsequent round of voting, and a tiebreaker is necessary to make an appointment, a tiebreaker vote will be conducted utilizing the following process:
 - a. Councilmembers will vote on the applicants that are tied and all other applicants will be eliminated from the voting process.
 - b. If after three successive votes a tie still exists, the names of all of the applicants that are tied will be put into a hat and the City Clerk will draw out one of the names. The name that is drawn will be appointed to the open seat.
 6. The Mayor may call for a recess at any time during the voting process to allow Councilmembers to caucus. Caution should be exercised during a caucus to avoid “serial meetings” as these types of discussions are not allowed under the Open Public Meetings Act.
 7. The names of the applicant(s) selected will be added to a Resolution, with final approval required by a vote of the City Council.
- F. Letters will be sent to all applicants informing them of their appointment or thanking them for applying. Staff liaisons will contact new appointees in advance of the first board or commission meeting.

8.13 Vacancies.

- A. When vacancies occur, they are filled for the unexpired terms in the same manner as described in Section 8.12. If there is more than one vacancy to fill on a board or commission, the position with the longest term will be voted on first. The City Council will be notified of vacancies so they may encourage residents to apply.
- B. In the event a vacancy occurs mid-term, the City Council shall appoint a person to fill the unexpired term within 60 days, or as soon as reasonably practicable.
- C. If the mid-term vacancy occurs for a position with six months or less remaining in the term, the City Council may elect to fill the unexpired term and the next four-year term concurrently.

8.14 Open Government Training Requirement. Within 90 days of the appointment to a board or commission, all new members must complete the Open Public Meetings Act training required by the Open Government Trainings Act and provide proof of completion of such training to the City Clerk.

8.15 City Council Liaison Roles & Duties. The Mayor (in consultation with the Deputy Mayor) may appoint a City Council liaison for certain boards or commissions. The City Council liaison shall report objectively on the activities of both the City Council and the advisory group. The specific duties of a City Council liaison are as follows:

- A.** Attend meetings of the board or commission on a regular basis and sit at the table or dais, as applicable.
- B.** Participate in discussion and debate of the board or commission, but not vote on any matter (except for the Open Space Conservancy Trust as the City Council Liaison is a voting member).
- C.** Represent the majority City Council position, if known.
- D.** Participate in a manner that will not intimidate or inhibit the meetings and operations of the board or commission. Make comments in a positive manner to promote positive interaction between the City Council and the board or commission.
- E.** Be prepared to give the City Council regular and timely reports at regular City Council meetings. Take the lead on discussion items before the City Council which pertain to the assigned board or commission.
- F.** Provide input to the City Council regarding potential candidates for appointment to the board or commission.



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

**AB 6154
September 20, 2022
Regular Business**

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6154: 2022 Limited Water System Plan Update of the 2015 Water System Plan | <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution |
| RECOMMENDED ACTION: | Approve Resolution No. 1633, adopting the 2022 Limited Water System Plan Update of the City of Mercer Island’s 2015 Water System Plan. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | Public Works |
| STAFF: | Jason Kintner, Chief of Operations/PW Director Patrick Yamashita, Deputy PW Director Clint Morris, Capital Division Manager Rona Lin, Utilities Engineer |
| COUNCIL LIAISON: | Lisa Anderl |
| EXHIBITS: | 1. Resolution No. 1633 |
| CITY COUNCIL PRIORITY: | 1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability. |

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to introduce the 2022 Limited Water System Plan update (see Exhibit 1) for City Council review and adoption.

- WAC 246-290 requires water purveyors such as Mercer Island to have a comprehensive Water System Plan approved by the Washington State Department of Health. Mercer Island’s Plan was approved in 2016 and is valid for a six-year period.
- Water System Plans must include the following:
 - Water system description
 - Planning data
 - Policies and criteria
 - System analysis
 - Water use efficiency
 - Operations and maintenance
 - Capital improvements
 - Financial information

- The regulatory requirements (WAC 246-290-100) were recently modified to allow the planning period for Water System Plans to be extended from six years to ten years.
- The Washington State Department of Health allows water system owners to extend their current Water System Plans through a limited water system plan update using a process called Appropriate Level of Planning.
- Staff and consultants began working on the limited plan update in 2021.
- The Department of Health has given preliminary approval of the Mercer Island Limited Water System Plan Update.
- The Limited Water System Plan was presented to the Utility Board at the July 12, 2022 meeting.
- Upon adoption by the City Council, the plan will be submitted to the Department of Health for final approval.
- The next update to the Water System Plan will occur in 2026.

BACKGROUND

The Mercer Island community relies on its water distribution system to provide adequate quantity and quality of water with reliable operations. A water system plan, approved by the Washington Department of Health, serves as a standard guideline for system owners to ensure that their water utility infrastructure and operations are established and maintained to meet both short term and long term needs and demands.

The City's 2015 Water System Plan was approved by the Department of Health on July 12, 2016 and adopted by the City Council on October 4, 2016. The Water System Plan is valid for six years.

ISSUE/DISCUSSION

The required water system planning period was modified by WAC 246-290-100 from six years to ten years following the 2016 adoption of the Water System Plan. During this transition period, water system owners are allowed to extend their current Water System Plan using a formal process called an Appropriate Level of Planning. This is an abbreviated water system plan update process. Using this process, the City prepared a limited update to the 2015 Water System Plan to extend the planning period from 2022 to 2026, focusing on the following required elements:

- Planning Data
- Water Forecast
- System Analysis
- Updated Capital Improvements Plan & Budget

The elements of the previously approved Water System Plan that are not updated in this document will remain valid through 2026. Documentation confirming compliance is included in Exhibit 1. The requirements include:

1. Make the Limited Water System Plan available for neighboring jurisdictions for review and comment.
2. Obtain confirmation from the local government planning department that the Limited Water System Plan is consistent with the Comprehensive Plan, land use, zoning, and development regulations.
3. State Environment Policy Act (SEPA) documentation.
4. Obtain review and comment by the Department of Health.
5. Host a public meeting and seek public comment on the Limited Water System Plan update prior to adoption.

There are no financial impacts or budgetary actions associated with the adoption of the 2022 Limited Water System Plan update.

NEXT STEPS

Staff presented the 2022 Limited Water System Plan update to the Utility Board on July 12, 2022 and it is now ready for City Council review and adoption.

Following adoption by the City Council, the plan will be presented to the Department of Health for final approval.

RECOMMENDED ACTION

Approve Resolution No. 1633, adopting the City of Mercer Island 2022 Limited Water System Plan.

**CITY OF MERCER ISLAND
RESOLUTION NO. 1633**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON ADOPTING THE CITY OF MERCER ISLAND 2022 LIMITED WATER SYSTEM PLAN UPDATE OF THE 2015 WATER SYSTEM PLAN

WHEREAS, the City of Mercer Island’s comprehensive Water System Plan describes the existing water system and service area, forecasts future demands, identifies policies and design criteria for water system operation and improvements, describes the operations and maintenance program, and identifies a schedule of improvements; and

WHEREAS, the City of Mercer Island’s previous Water System Plan revisions were approved by the Washington State Department of Health, Office of Drinking Water in 2016; and

WHEREAS, the Washington State Department of Health Public Water Supplies Rules, WAC 246-290-100 modified the planning period of the Water System Plan (WSP) from 6 years to 10 years in recent years; and

WHEREAS, the Washington State Department of Health is allowing water system owners to extend their current Water System Plan with an Appropriate Level of Planning (ALOP) approach to update their Water System Plan if the existing approval plan still has useful life extending beyond the existing approval time frame; and

WHEREAS, the City of Mercer Island Public Works Department has studied the current and projected conditions by computer modeling and update its 2015 Water System Plan to meet the City’s water system needs to 2036; and

WHEREAS, the City of Mercer Island Public Works Department, on the basis of said review, has updated the 2015 Water System Plan per ALOP guidelines to complete this 2022 Limited Water System Plan Update to extend the WSP planning period from 2022 to 2026; and

WHEREAS, the City of Mercer Island Pubic Works Department has submitted the 2022 Limited Water System Plan Update to the Washington State Department of Health and obtained preliminary approval of that plan;

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

The 2022 Limited Water System Plan Update of the 2015 Water System Plan, dated September 14, 2022, attached to this Resolution as Exhibit A, is hereby adopted as the official Water System Plan for the City of Mercer Island.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND,
WASHINGTON, AT ITS MEETING ON THE 20TH DAY OF SEPTEMBER, 2022.**

CITY OF MERCER ISLAND

Salim Nice, Mayor

ATTEST:

Andrea Larson, City Clerk

EXHIBIT A

City of Mercer Island **2022 Limited Water System Plan Update**

September 2022

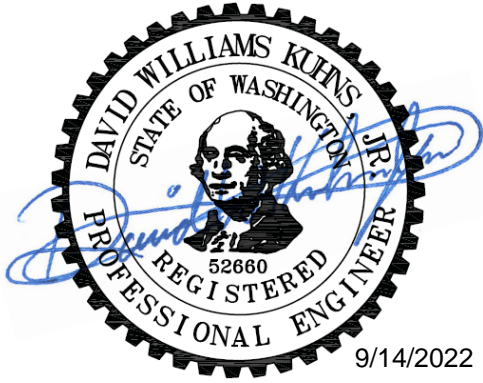


Prepared by HDR, Inc. 2022

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Certification

This 2022 Limited Water System Plan Update for the City of Mercer Island was prepared by HDR Engineering, Inc., and City of Mercer Island staff, under the direction of the following Registered Professional Engineers:



David Kuhns, PE
HDR Engineering, Inc.

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City of Mercer Island Limited WSP Update

1.0 Introduction

The City of Mercer Island (City) developed its most recent Water System Plan (WSP) in 2015 (2015 WSP). The 2015 WSP was adopted by the City and approved by the Washington State Department of Health (DOH) on July 12, 2016. The prior WSP approval expired on July 13, 2022. Since development of the 2015 WSP update, the required water system planning period has been extended by DOH from six years to ten years. The City is extending the planning period its WSP covers from 2022 to 2026, through this Limited WSP Update, following the guidance set forth in DOH's "Contents of Limited WSP Update – Appropriate Level of Planning (ALOP)" memorandum.

This Limited WSP Update focuses on updating planning data, the water demand forecast, and system analyses. The capital improvement plan (CIP) and budget were also updated to reflect the most current information regarding these items as of the date of publishing this document. Other elements of the previously approved WSP that are not addressed in this document will remain valid through the 10-year planning period (i.e., through 2026).

Several of the standard regulatory requirements that apply to regular WSP updates also apply to this Limited WSP update. These include:

- Making the draft WSP available to neighboring jurisdictions for review and comment. This includes the City of Seattle and King County. Only the City of Seattle provided comments on the draft plan, which are included with responses in Appendix A.
- Receiving confirmation of local government consistency with the planning departments of the land use jurisdictions within which the water utility provides service. This includes the Mercer Island Community Planning and Development department. This form is shown in Appendix A.
- State Environment Policy Act (SEPA) documentation, available in Appendix B.
- Review and comment by DOH. No comments were provided on the draft WSP and DOH provided conditional approval, thereby extending the approval period to 2026. Final approval will occur upon receipt of confirmation that the WSP extension is adopted by the Mercer Island City Council (Appendix A).
- Hosting a public meeting and allowing public comment on the plan prior to adoption. Documentation of this public meeting is available in Appendix C.

2.0 Planning Data and Demand Forecast Update

The following sections describe the updated planning data and demand forecast.

2.1 Historical Production and Consumption Data

The 2015 WSP presents historical data and water use factors based on production and consumption data through 2013. The City updated the historical data to understand water use trends and factors during the time since then (i.e., for years 2014 – 2021). Table 2-1 through Table 2-6 display updated historical data and water use factors.

Table 2-1. Total annual water purchases from SPU, in millions of gallons (mg), 2014 – 2021

| Year | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|----------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| Water purchased (mg) | 779.4 | 808.2 | 792.9 | 785.3 | 796.6 | 728.5 | 724.9 | 792.8 |

Table 2-2. Total annual consumption by customer class, in mg, 2014 - 2021

| Customer Class | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|--------------------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Single Family | 539 | 546 | 519 | 529 | 531 | 497 | 517 | 521 |
| Multifamily | 78 | 76 | 79 | 80 | 80 | 77 | 80 | 74 |
| Commercial | 39 | 43 | 41 | 44 | 49 | 39 | 31 | 26 |
| Government | 13 | 12 | 16 | 18 | 12 | 9 | 6 | 8 |
| Total Consumption | 669 | 677 | 655 | 670 | 671 | 622 | 634 | 629 |

Table 2-3. Annual connection count by customer class, 2014 - 2021 ^a

| Customer Class | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Single Family | 7,158 | 7,187 | 7,287 | 7,287 | 7,225 | 7,277 | 7,239 | 7,261 |
| Multifamily | 76 | 72 | -- | -- | -- | 89 | 93 | 93 |
| Commercial | 130 | 130 | 361 | 361 | 297 | 125 | 142 | 141 |
| Government | 43 | 50 | -- | -- | -- | 38 | 117 | 42 |
| Total Connections | 7,407 | 7,439 | 7,648 | 7,648 | 7,522 | 7,529 | 7,591 | 7,537 |

^a Connection data from 2016 – 2018 is questionable for the Multifamily, Commercial, and Government categories; the data shown in this table is identical to the historical record (SPU wholesale report).

Table 2-4. Average day water use factors, per account, by customer class, in gallons per account per day (gpd)

| Classification | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 3-Year Average |
|---------------------------|-------|-------|------|------|------|-------|-------|-------|------------------|
| Single-family Residential | 206 | 208 | 195 | 199 | 201 | 187 | 196 | 197 | 193 |
| Multifamily Residential | 2,810 | 2,901 | -- | -- | -- | 2,367 | 2,346 | 2,194 | 2,302 |
| Commercial/Other | 826 | 911 | 311 | 331 | 456 | 864 | 589 | 500 | 651 |
| Government | 806 | 642 | -- | -- | -- | 672 | 145 | 493 | 583 ^a |

^a The three-year average for the government category is the average of 2019, and 2021. The COVID-19 pandemic had a significant negative effect on Government consumption, which rebounded in 2021. Therefore, excluding 2020 in favor of prior years provides a more accurate average of Government consumption. No prior years were included due to data issues from 2016 – 2018.

Table 2-5. Non-revenue water and distribution system leakage calculations, 2014 - 2021

| Year | Water Produced and Purchased (mg) | Authorized Consumption (mg) | Non-Revenue Water | | Distribution System Leakage | |
|----------------|-----------------------------------|-----------------------------|-------------------|------------------------|-----------------------------|-----------------------------------|
| | | | Qty (mg) | Percent of Consumption | Qty (mg) | Percent of Production & Purchases |
| 2014 | 779 | 725 | 110 | 15.2% | 54 | 7.0% |
| 2015 | 808 | 717 | 131 | 18.3% | 91 | 11.3% |
| 2016 | 793 | 696 | 138 | 19.8% | 97 | 12.2% |
| 2017 | 785 | 720 | 115 | 16.0% | 65 | 8.3% |
| 2018 | 794 | 716 | 122 | 17.1% | 69 | 8.7% |
| 2019 | 728 | 657 | 106 | 16.2% | 72 | 9.8% |
| 2020 | 725 | 659 | 91 | 13.9% | 66 | 9.1% |
| 2021 | 793 | 664 | 164 | 24.6% | 128 | 16.2% ^a |
| 3-year Average | 749 | 660 | 120 | 18.2% | 89 | 11.7% ^b |
| 6-year Average | 770 | 685 | 123 | 17.9% | 83 | 10.7% |

^a The DSL factor for 2021 is unusually high. The City is investigating the potential causes of this jump in DSL.

^b The three-year average DSL is above 10% due to the influence of the high 2021 value. The four years prior were consistently below 10%. Additionally, the City tracks water use closely and is implementing advanced metering infrastructure which will improve accuracy of metered consumption tracking. Therefore, Mercer Island asserts that a Water Loss Control Action Plan is not necessary at this point.

Table 2-6. Average day demands, peaking factor, and maximum day demands, 2014 - 2021

| | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 3-Year Average |
|--|--------|--------|--------|--------|--------|--------|--------|--------|----------------|
| Water Purchased (mg) ^a | 779.37 | 808.21 | 792.89 | 785.34 | 796.55 | 728.46 | 724.93 | 792.83 | 748.74 |
| Average Annual Day Demand (ADD) (mgd) ^b | 2.13 | 2.21 | 2.17 | 2.15 | 2.18 | 1.99 | 1.98 | 2.17 | 2.05 |
| Peaking Factor (MDD/ADD) ^c | 2.33 | 2.50 | 2.11 | 2.64 | 2.61 | 2.04 | 2.06 | 2.20 | 2.10 |
| Maximum Day Demand (MDD) (mgd) ^d | 4.96 | 5.52 | 4.58 | 5.67 | 5.69 | 4.07 | 4.09 | 4.78 | 4.31 |
| | July | July | August | August | August | 4-Aug | 16-Aug | 28-Jun | - |

^a Total volume purchased from SPU.

^b Total volume purchased divided by the number of days in a year.

^c Due to data availability, peaking factors for 2014 - 2018 were calculated using the DOH-recommended method using monthly purchases and assumed MDD/MMADD ratio (1.35) from the Water System Design Manual. Peaking factors for 2019 - 2021 were developed using SCADA data, from which peak daily usage was available.

^d Maximum day demand calculated by multiplying average day demand by peaking factor. Month, and day where known, of peak demand is also noted.

Key notes regarding updated water use factors and their application to the demand forecast and capacity analyses are as follows:

- A new equivalent residential unit (ERU) value of 193 gpd has been calculated, based on the most recent three years of single family consumption and connection data (Table 2-4). This compares to the value of 202 gpd presented in the 2015 WSP.
- A new non-revenue factor of 18.2 percent has been calculated, based on the most recent three years of data.
 - This includes both distribution system leakage (DSL) and authorized non-revenue water. The DSL factor is 11.7 percent, though this factor could be biased high due to an unusually high DSL year in 2021.
 - The City is conducting a meter replacement and advanced metering infrastructure (AMI) implementation project from July 2022 through June 2024. The new meters and AMI system will provide more accurate data of non-revenue and DSL proportions of consumption which will be reported in the annual water use efficiency reports. The City will adapt to the new data as it becomes available.

Regarding calculating a peaking factor, the system's operational configuration typically utilizes storage to meet demands during high demand days. Therefore, a direct comparison of average day demands (ADD) through the intertie to the maximum day demand (MDD) through the intertie is not adequate to determine a peaking factor.

To determine the peaking factor, flow data for the "Total Res Demand" flow rate was obtained from the City SCADA system. This value represents the pumped flow from the pump station connecting the intertie source to the Reservoir zone, equal to approximately 98 percent of system demand. This data set is the most accurate representation of average day and maximum day demands available. Data were compiled into the average one-hour flow rate. In some instances, there were some hours where there was missing data. These were calculated assuming a similar flow rate to the same time of day for an adjacent day. ADD was calculated as the average of all flow rates (in gpm). MDD was calculated based on the highest 24-hour running average. PHD was calculated by finding the highest hourly flow rate. The peaking factor was calculated by dividing MDD by ADD. The highest peaking factor between 2019 – 2021 was utilized, which was 2.20.

2.2 Demographic Projections

The prior demand forecast utilized household forecasts from Puget Sound Regional Council (PSRC) Traffic Analysis Zone (TAZ) data. An updated data set was not available for this analysis. Furthermore, 2020 Census estimates of population are greater than population forecasts for the same time frame from the prior PSRC data, so a new methodology was needed to accurately characterize how population growth would impact demand growth.

The Mercer Island Comprehensive Plan states the City anticipates population growth of 5,900 people between 2006 and 2035. Using census data for 2000 and 2010, a 2006 population was estimated, and a compound annual growth rate (CAGR) was developed for population growth between 2006 and 2035 of 0.64 percent. The comprehensive plan provides estimates of needed housing units based on this population growth but were not segregated between anticipated proportions of single family and multifamily. Therefore, this growth rate was assumed to apply to forecasting demands for the single family, multifamily, and government customer categories.

As documented in the City's comprehensive plan, commercial growth targets suggest 1,000 new jobs will be added in the City between 2010 and 2035. Using a baseline of 6,622 jobs in the City in 2010 (described in the comprehensive plan), a CAGR of 0.56 percent was calculated for employment growth through 2035. This rate was used to forecast commercial demands.

2.3 Demand Forecast

Base year (2021) ADD was established using 2021 historical data. Forecasted ADD for 2026 (10-year horizon) and 2036 (20-year horizon) were forecast by applying the CAGRs described in Section 2.2 to the appropriate customer classes over the appropriate number of years. The number of ERUs for each forecast period and customer class was calculated by dividing the ADD by the ERU water use factor. Non-revenue water was calculated by summing the ADD of all customer classes and multiplying by 18.2 percent (the non-revenue factor). MDD for each forecast period and customer class was calculated by multiplying the ADD by the peaking factor (2.20).

Table 2-7 displays the updated demand forecast summary. This summary does not include effects of conservation.

Table 2-7. Mercer Island water demand forecast summary

| Classification | 2021 Base Year | | | 2026 10-Year | | | 2036 20-Year | | |
|-----------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | ERUs ^a | Avg. Day (gpd) | Max. Day (gpd) | ERUs ^a | Avg. Day (gpd) | Max. Day (gpd) | ERUs ^a | Avg. Day (gpd) | Max. Day (gpd) |
| Single-family | 7,390 | 1,427,393 | 3,141,439 | 7,630 | 1,473,619 | 3,243,175 | 8,132 | 1,570,611 | 3,456,637 |
| Multifamily | 1,056 | 203,900 | 448,749 | 1,090 | 210,504 | 463,281 | 1,162 | 224,359 | 493,774 |
| Commercial | 365 | 70,403 | 154,945 | 375 | 72,412 | 159,365 | 397 | 76,602 | 168,587 |
| Government | 107 | 20,672 | 45,495 | 110 | 21,341 | 46,968 | 118 | 22,746 | 50,059 |
| Non-Revenue Water ^b | 2,321 | 448,278 | 986,580 | 1,678 | 324,091 | 713,266 | 1,788 | 345,317 | 759,982 |
| Total | 11,239 | 2,170,646 | 4,777,207 | 10,883 | 2,101,966 | 4,626,056 | 11,596 | 2,239,635 | 4,929,040 |

^a ERUs calculated by dividing average day demands by the ERU water use factor (193 gpd).

^b The forecasted non-revenue volumes are lower than the non-revenue volume in the base year because of the abnormally high non-revenue portion in the 2021 data. The 3-year average, which is lower than the 2021 factor, was used to forecast non-revenue water, thereby reducing the non-revenue forecast volume below the 2021 volume.

2.4 RRA and ERP Planning Efforts

Since the 2015 WSP, Congress passed the America's Water Infrastructure Act (AWIA) in October 2018. As part of the AWIA, municipal water systems serving more than 3,300 people were required to perform Risk and Resilience Assessments (RRA) and update their Emergency Response Plans (ERP). The goal of AWIA is to assist water utilities in increasing their resilience and achieving a state of preparedness, which will allow them to handle emergency situations quickly and efficiently.

In June 2021, the City completed a RRA which identified and quantified the risks facing the City and its critical water facilities. The RRA evaluated all potential hazards including natural hazards, cyber security, source water, proximity and dependency hazards, and others. Due to the sensitivity of some of the risk categories, the majority of the findings and recommendations will remain confidential within the City.

The certification of compliance for RRA was submitted to EPA before the deadline of June 30, 2021. The certification of compliance for the ERP Update was submitted to EPA before the deadline of December 31, 2021.

One of the system improvements identified by the RRA is replacement of pressure reducing valve (PRV) stations. The City is currently working on design of the Phase 1 PRV Stations Replacement Project.

3.0 Water Rights Self-Assessment

The City's water rights have not changed since the 2015 WSP was adopted. The updated water rights self-assessment, which compares the updated demand forecast to the City's water rights, is displayed in Table 3-1.

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Table 3-1. Water Rights Self-Assessment and Interruptible Water Rights

| Water Right Permit, Certificate, or Claim # | WFI Source # | Existing Water Rights | | Current Source Production | | | | 10-Year Forecasted Source Production, 2026 | | | | 20-Year Forecasted Source Production, 2036 | | | |
|---|--------------------------------|---------------------------------------|------------------------------------|---|--------------------------------|---------------------|--------------------------------|--|-------------------------------|---------------------|-------------------------------|--|-------------------------------|---------------------|-------------------------------|
| | | Maximum Instantaneous Rate (Qi) (gpm) | Maximum Annual Quantity (Qa) (afy) | Maximum Qi | Current Excess or (Deficiency) | Maximum Qa | Current Excess or (Deficiency) | Maximum Qi | Future Excess or (Deficiency) | Maximum Qa | Future Excess or (Deficiency) | Maximum Qi | Future Excess or (Deficiency) | Maximum Qa | Future Excess or (Deficiency) |
| G1-28425 | S04 | 400 | 66.3 | N/A ^a | | | | | | | | | | | |
| Name of Wholesaling System Providing Water | Quantities Allowed In Contract | | Expiration Date | Currently Purchased | | | | 10-Year Forecasted Purchase (2026) | | | | 20-Year Forecasted Purchase (2036) | | | |
| | | | | Current quantity purchased through intertie | | | | Forecasted quantity purchased through intertie | | | | Forecasted quantity purchased through intertie | | | |
| | Maximum Qi ^b | Maximum Qa ^c | | Maximum Qi | Current Excess or (Deficiency) | Maximum Qa | Current Excess or (Deficiency) | Maximum Qi | Future Excess or (Deficiency) | Maximum Qa | Future Excess or (Deficiency) | Maximum Qi | Future Excess or (Deficiency) | Maximum Qa | Future Excess or (Deficiency) |
| | Instantaneous Flow Rate (gpm) | Annual Volume (gpd) | | Instantaneous Flow Rate (gpm) | Instantaneous Flow Rate (gpm) | Annual Volume (gpd) | Annual Volume (gpd) | Instantaneous Flow Rate (gpm) | Instantaneous Flow Rate (gpm) | Annual Volume (gpd) | Annual Volume (gpd) | Instantaneous Flow Rate (gpm) | Instantaneous Flow Rate (gpm) | Annual Volume (gpd) | Annual Volume (gpd) |
| 1. #67 @ SE 43rd & 89th Ave - SPU | 2,684 | 3,866,468 | 1/1/2062 | See totals below | | | | | | | | | | | |
| 2. #68 @ SE 40th & 97th Ave - SPU | Zone Backup | | | | | | | | | | | | | | |
| 3. #171 @ Boat Launch - SPU | 521 | 749,011 | | | | | | | | | | | | | |
| TOTALS = | 3,205 | 4,615,479 ^d | | 3,318 | (113) | 2,444,833 | 2,170,646 | 3,213 | (8) | 2,513,512 | 2,101,966 | 3,423 | (218) | 2,375,844 | 2,239,635 |

^a No water rights analysis performed because S04 is an emergency well and cannot be used to meet forecasted demands.
^b The maximum instantaneous flow rate specified in the SPU water supply contract is the maximum flow guaranteed at the 405 ft hydraulic grade. There is no maximum permitted instantaneous flow rate through the intertie in the supply contract.
^c Annual volumes expressed as an average day demand in gallons per day.
^d The water supply contract does not contain a maximum annual volume. This volume was determined by calculating a full day of flow at the maximum instantaneous flow rate guaranteed at the 405 ft hydraulic grade.

| Interruptible Water Rights: Identify Limitation on any water rights listed above that are interruptible. | | |
|--|--|-----------------------------|
| Water Right # | Conditions of Interruption | Time Period of Interruption |
| G1-28425 | The Emergency Well is an emergency water source and can only be activated when an emergency is declared by Governor, local (government) Incident Response Commander, or other authorized local official(s). Therefore, it is not in use except for the monthly pump exercises. | |

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G1-28425 is for an Emergency Well which is on a constant standby mode except for its monthly pumping exercise which flows at a rate of 200 to 225 gpm until it exceeds 10,000 gallons of output (10,000 gallons/month = 120,000 gallons/Year = 0.37 Acre-Fee/Year).

The self-assessment shows water rights are satisfactory for total annual demands. While contractually there is not a permitted maximum instantaneous flow rate through the intertie, there is a maximum flow rate that a minimum hydraulic grade line of 405 feet is guaranteed. The flow rate with a guaranteed hydraulic grade line was used as the maximum instantaneous flow rate (Qi) for the purposes of the water right self-assessment. Based on this assumption there are deficiencies in meeting maximum day demands in all planning years. Using a similar assumption, the 2015 WSP also suggested a likely deficiency for maximum day demand capacity in the 20-year planning period. However, growth in recent years has outpaced growth forecast in the 2015 WSP, and deficiencies are forecast for all planning horizons. This deficiency is related to the maximum contractual volume currently guaranteed at a minimum hydraulic gradient through the intertie rather than the actual hydraulic capacity possible through the intertie (see Section 6.0 for more detail). As noted in the 2015 WSP, the City will consider updating the supply agreement with SPU to cover these increased demands at that minimum hydraulic gradient.

4.0 Source and Storage Capacity Update

The following sections describe the source and storage capacity analyses.

4.1 Source Capacity

The system-wide source capacity analysis is captured in the WRSA (Section 3.0) since all supply to the island comes from the SPU interties. However, that analysis assumes the contractual constraint of 3,205 gpm at the 405 ft hydraulic grade line, resulting in deficiencies throughout the planning horizon. By contrast, the actual physical capacity of the interties is approximately 4,200 gpm based on analysis with the hydraulic model, which eliminates the deficiencies.

This source capacity update also explores pressure zone-specific capacities, which are evaluated in more detail than they were in the 2015 WSP. Figure 1-1 of the 2015 WSP displays the pressure zones and the connections between the zones through PRVs. Water is pumped directly from the interties into the Reservoir zone, where it can be then transferred to the Freeway zone through PRVs. Water can also be pumped into the Pumped zone through the Main Pump Station, where it can then be transferred to the Intermediate and Low zones through PRVs (collectively referred to as the “main pumped zones”). The main pumped zones collectively comprise approximately 50 percent of system demands. Water can also be pumped to the First Hill zone. This zone comprises approximately 2.5 percent of system demands. Both the main pumped zones and the First Hill zone are “closed” zones, meaning there is no reservoir and pressure is maintained entirely by the booster pumps.

Table 4-1 displays the source capacity analysis for the main pumped zones. Table 4-2 displays the source capacity analysis for the First Hill zone. Demands for each analysis were determined by multiplying total system demands by the proportions described in the previous paragraph.

The analyses indicate no source deficiency to the main pumped zones within the 20-year planning horizon.

Given Mercer Island's nearly built-out status, it is likely that no pumping capacity upgrades will be needed even beyond the 20-year timeframe.

Table 4-1. Source capacity analysis for the main pumped zones

| | 2021 | 2026 | 2036 | Max ^d |
|---|--------------|--------------|--------------|------------------|
| Projected ERUs and Demand ^a | | | | |
| Equivalent Residential Units (ERU's) | 5,589 | 5,413 | 5,767 | 7,456 |
| Average Day Demand (gpm) | 750 | 726 | 774 | 1,000 |
| Maximum Day Demand (gpm) | 1,650 | 1,598 | 1,702 | 2,200 |
| Peak Hour Demand (gpm) | 3,024 | 2,930 | 3,118 | 4,015 |
| Fire flow Requirement (gpm) | 5,000 | 5,000 | 5,000 | 5,000 |
| Evaluation of Existing Sources | | | | |
| Main Pump Station ^b | | | | |
| Pump 1 | 1,800 | 1,800 | 1,800 | 1,800 |
| Pump 2 | 1,800 | 1,800 | 1,800 | 1,800 |
| Pump 3 | 1,800 | 1,800 | 1,800 | 1,800 |
| Pump 4 | 1,800 | 1,800 | 1,800 | 1,800 |
| Pump 5 | 1,800 | 1,800 | 1,800 | 1,800 |
| Total Available Source (gpm) | 9,000 | 9,000 | 9,000 | 9,000 |
| Total Available Source; Largest Source Offline (gpm) ^c | 7,200 | 7,200 | 7,200 | 7,200 |
| Source Surplus/(Deficiency) (gpm) | | | | |
| Peak Hour Demand | 5,976 | 6,070 | 5,882 | 4,985 |
| MDD + Fire Flow; Largest Source Offline | 550 | 602 | 498 | 0 |

^a Projected demands taken from Table 2-7 and multiplied by 50%. ERUs calculated as Average Day Demand / ERU water use factor (193 gpd/ERU).

^b Assumes the Main Pump Station is operating 24 hours/day. The pump station includes 5 pumps.

^c Largest source offline means a single pump in the pump station is inactive.

^d Maximum ERUs to be served with current sources, based on limiting capacity analysis.

Table 4-2. Source capacity analysis for the First Hill zone

| | 2021 | 2026 | 2036 | Max ^g |
|---|-------|-------|-------|------------------|
| Projected ERUs and Demand ^a | | | | |
| Equivalent Residential Units (ERU's) | 274 | 266 | 283 | 372 |
| Average Day Demand (gpm) | 37 | 36 | 38 | 50 |
| Maximum Day Demand (gpm) | 81 | 78 | 84 | 110 |
| Peak Hour Demand (gpm) | 201 | 196 | 205 | 260 |
| Fire Flow Demand (gpm) ^b | 1,000 | 1,000 | 1,000 | 1,000 |
| Evaluation of Existing Sources | | | | |
| First Hill Booster Pump Station ^c | | | | |
| Domestic Pump 1 | 65 | 65 | 65 | 65 |
| Domestic Pump 2 | 65 | 65 | 65 | 65 |
| Domestic Pump 3 | 65 | 65 | 65 | 65 |
| Domestic Pump 4 | 65 | 65 | 65 | 65 |
| Fire Pump 1 | 1,250 | 1,250 | 1,250 | 1,250 |
| Fire Pump 2 | 1,250 | 1,250 | 1,250 | 1,250 |
| Total Available Source (gpm) | 2,760 | 2,760 | 2,760 | 2,760 |
| Total Available Domestic Source (gpm) ^d | 260 | 260 | 260 | 260 |
| Total Available Source; Largest Source Offline (gpm) ^e | 1,510 | 1,510 | 1,510 | 1,510 |
| Source Surplus/(Deficiency) (gpm) | | | | |
| Peak Hour Demand ^f | 59 | 64 | 55 | 0 |
| MDD + Fire Flow; Largest source offline | 429 | 432 | 426 | 400 |

^a Projected demands taken from Table 2-7 and multiplied by 2.5%. ERUs calculated as Average Day Demand / ERU water use factor (193 gpd/ERU).

^b As described in the "First Hill Booster Pump Station Task 200 – Design Criteria" technical memorandum, dated June 11, 2010.

^c Assumes the First Hill Booster Pump Station is operating 24 hours/day.

^d Total available domestic source includes only the four domestic pumps.

^e Largest source offline means a single pump in the pump station is inactive.

^f The peak hour demand capacity analysis excludes the fire pumps because PHD should be met without the use of fire back-up sources.

^g Maximum ERUs to be served with current sources, based on the peak hour demand scenario.

4.2 Storage Capacity

The storage analysis was conducted for full system demands, similar to what was presented in the 2015 WSP. The only significant change in assumptions was the elevation of the highest meter in the Reservoir pressure zone. The system model was used to determine the highest meter in the zone directly fed by the reservoirs (the Reservoir zone), and this new elevation (312 feet above mean sea level) was used to recalculate the available storage at 30 and 20 psi in the Reservoir zone. These pressure standards don't apply in the other zones because they are closed zones and pressure is regulated by PRV or booster pump settings. The results of this analysis are displayed in Table 4-3. The analysis indicates storage is sufficient throughout the planning period.

Table 4-3. Storage capacity analysis for the full system

| | 2021 | 2026 | 2036 | Max ^j |
|--|------------------|------------------|------------------|------------------|
| Projected ERUs and Demand^a | | | | |
| Equivalent Residential Units (ERU's) | 11,239 | 10,883 | 11,596 | 17,415 |
| Average Day Demand (gpd) | 2,170,646 | 2,101,966 | 2,239,635 | 3,363,475 |
| Maximum Day Demand (gpd) | 4,777,207 | 4,626,056 | 4,929,040 | 7,399,644 |
| Available Source (gpd)^b | | | | |
| Master Meter (3,205 gpm) | 4,615,200 | 4,615,200 | 4,615,200 | 4,615,200 |
| Total Available Source (gpd) | 4,615,200 | 4,615,200 | 4,615,200 | 4,615,200 |
| Required Storage Calculations | | | | |
| Operational Storage (gal) ^c | 507,937 | 507,937 | 507,937 | 507,937 |
| Equalizing Storage (gal) ^d | 327,743 | 302,561 | 353,039 | 765,114 |
| Standby Storage (gal) ^e | 4,341,292 | 4,203,932 | 4,479,269 | 6,726,949 |
| Fire Flow Storage (gal) ^f | 1,200,000 | 1,200,000 | 1,200,000 | 1,200,000 |
| Required Storage | | | | |
| Greater than 30 psi at highest meter (gal) ^g | 835,680 | 810,497 | 860,976 | 1,273,051 |
| Greater than 20 psi at highest meter (gal) ^h | 5,176,972 | 5,014,430 | 5,340,245 | 8,000,000 |
| Existing Storage Greater Than 30 psi (mg)ⁱ | | | | |
| North Tank | 2,535,775 | 2,535,775 | 2,535,775 | 2,535,775 |
| South Tank | 2,535,775 | 2,535,775 | 2,535,775 | 2,535,775 |
| Total Existing Storage at 30 psi (gal) | 5,071,551 | 5,071,551 | 5,071,551 | 5,071,551 |
| Storage Surplus/(Deficiency) at 30 psi (gal) | 4,235,871 | 4,261,053 | 4,210,575 | 3,798,500 |

| | 2021 | 2026 | 2036 | Max ^j |
|---|------------------|------------------|------------------|------------------|
| Existing Storage Greater Than 20 psi (gal)ⁱ | | | | |
| North Tank | 4,000,000 | 4,000,000 | 4,000,000 | 4,000,000 |
| South Tank | 4,000,000 | 4,000,000 | 4,000,000 | 4,000,000 |
| Total Existing Storage at 20 psi (gal) | 8,000,000 | 8,000,000 | 8,000,000 | 8,000,000 |
| Storage Surplus/(Deficiency) at 20 psi (gal) | 2,823,028 | 2,985,570 | 2,659,755 | 0 |

^a Projected demands taken from Table 2-7. ERUs calculated as Average Day Demand / ERU water use factor (193 gpd/ERU).

^b Available source assumes the intertie is supplying the maximum contract volume through the master meter for 24 hours.

^c Required operational storage is based on summer operational setting with the start level at 29.5 feet.

^d Required Equalizing Storage is equal to [(PHD - Total Available Source) x 150 minutes].

PHD : (Maximum Day Demand per ERU / 1440) * [(C) * (N) + F] + 18

(C & F values obtained from Table 3-1 in DOH June 2020 WSDM)

^e Required Standby Storage is the greater of (2*ADD less multi-source credit) or (200 gallons per ERU).

^f Required Fire Flow Storage = 5,000 gpm x 4 hours.

^g Total required storage greater than 30 psi is equal to the total of operational and equalizing storage.

^h Total required storage greater than 20 psi is equal to the total of operational, equalizing, and the greater of either standby or fire flow storage.

ⁱ The storage volume available in existing reservoirs at 30 and 20 psi is based on the elevation of the highest customer (312 feet)

^j Maximum ERUs served by Available Storage.

5.0 Distribution System Hydraulic Modeling

This section describes distribution system hydraulic modeling that updates the modeling completed as part of the 2015 WSP.

5.1 Model Updates

Since the completion of the 2015 WSP, the City has actively maintained the City's InfoWater hydraulic model of the City distribution system. This has included updating demand allocation, extended period simulation (EPS) validation, and annual updates to piping to reflect system improvements. The City actively uses the hydraulic model to identify potential improvements to address deficiencies, validate the designs of piping improvement projects, and answer operational questions. The model is also used to determine estimates of available fire flow throughout the system.

For this Limited WSP Update, the model was further updated with the 2022, 2026, and 2036 demands discussed in Section 2.3. The average water consumption by meter for 2020 and 2021 was spatially allocated in the model using the InfoWater Demand Allocator module. Non-revenue consumption was assumed to be equally divided among all water meters. The Demand Allocator module allocates individual meter demands to the junction nodes in the model. All model junctions are then multiplied by the same factor so that the total system demand matches the forecasted demand for each forecast year.

The model was also updated to include the planned piping improvement projects for 2022 through 2026. For 2022 model runs, it is assumed that the City's 2022 Piping Improvement Project is in place as well as having the Canyon Line, the 16-inch transmission pipe along East Mercer Way, being fed from the Pumped 492 pressure zone instead of directly from SPU—a change planned as part of the City's Booster Chlorination Project. Modeling also includes the recent abandoning of a 12-inch pipe running along 89th Ave SE and SE 44th St.

The 2015 WSP also states in Chapter 3 – Policies that the maximum water velocity in pipes shall not exceed 8 feet per second during maximum day demand except for fire flow conditions, and that new mains will be sized by a hydraulic analysis to provide the required fire flow at a minimum residual pressure of 20 psi and maximum pipeline velocity of 8 feet per second during maximum daily demand conditions. While the velocity constraint does not apply to existing pipes, moving forward new piping will be sized for a maximum pipeline velocity of 10 feet per second during fire flow conditions with maximum day demand.

Distribution system modeling for determining available fire flow was completed based on maintaining 20 psi throughout the distribution system and 5 psi on transmission pipes (pipes without service connections). The analysis of the existing system does not include a velocity constraint.

5.2 Modeling Results

Figures summarizing the modeling results can be found in Appendix D. Figures include the following:

- Figure D-1. 2022 Peak Hour Demand: System Pressure
- Figure D-2. 2036 Peak Hour Demand: System Pressure
- Figure D-3. 2022 Peak Hour Demand with 2022-2026 CIP: System Pressure
- Figure D-4. 2022 Maximum Day Demand: Available Fire Flow
- Figure D-5. 2036 Maximum Day Demand: Available Fire Flow
- Figure D-6. 2022 Maximum Day Demand with 2022-2026 CIP: Available Fire Flow
- Figure D-7. 2022 Maximum Day Demand: Fire Flow Deficiency
- Figure D-8. 2036 Maximum Day Demand: Fire Flow Deficiency
- Figure D-9. 2022 Maximum Day Demand with 2022-2026 CIP: Fire Flow Deficiency

All modeling scenarios assume the SPU supply is at the minimum contractual hydraulic grade line elevation. Available fire flow calculations do not include a velocity constraint but apply pressure constraints of maintaining 20 psi throughout the distribution system (unless otherwise noted) and 5 psi for all transmission pipes.

5.2.1 Peak Hour Demand

Figures D-1 through D-3 show system pressures during peak hour demand conditions where operational and equalizing storage is depleted. There is little variation in pressures between the three scenarios (2022, 2036, and 2022 with CIP projects). The figures also show several low pressure areas.

As previously identified in the 2015 WSP, there are two locations where distribution system pressures are below 30 psi. One of these is a low pressure area on Hillside Ln where the pressure

drops to 16 psi. The other is in the Reservoir 398 Zone in the vicinity of the intersection of 74th Ave SE and SE 29th St. The high point in piping at the intersection can be considered transmission pipe as it does not have any service connections at the high point and the pressure drops to 7 psi during peak hour demand conditions. A nearby service connection drops to 11 psi during peak hour demand conditions. All fire flow runs currently ignore the 20 psi pressure constraint for these low pressure areas.

Aside from these two locations, distribution system pressures remain above 30 psi. Other locations indicated as having pressures below 30 psi are transmission mains (locations without service connections) where the required minimum pressure is 5 psi. All transmission pipes within the system maintain pressures above 5 psi.

For the two low pressure locations, the City has communicated the condition with customers at those locations and there is no current plan to implement a capital project to boost pressure to either location. The City will use its hydraulic model to explore potential system operational adjustments to improve this situation.

5.2.2 Available Fire Flow

The fire flow goals of 1,000 gpm for residential, 4,000 gpm for multifamily residential, and 5,000 gpm for commercial were allocated in the model based on adjacent zoning to the model node. The available fire flow was determined during maximum day demand conditions with operational, equalizing, and fire suppression storage depleted. Figures in Appendix D show both the available fire flow as well as the fire flow deficiency as a percent of the fire flow goal.

Modeling scenarios indicate that the majority of the island has sufficient fire flows when compared to fire flow goals except for isolated areas (Figure D-7). These are further improved by the addition of 2022-2026 CIP projects (Figure D-9).

There are two low pressure areas that the 20 psi pressure constraint was not applied as discussed in Section 5.2.1. The low pressure area near the intersection of 74th Ave SE and SE 29th St would limited available fire flows to the northwest corner of the system within the Reservoir 398 and Freeway 282 pressure zones. With a 1,000 gpm fire flow in these areas, the low pressure area drops to approximately 12 psi. The service connections in the low pressure area could potentially be placed in the adjacent First Hill pressure zone with the addition of piping. However, no improvements to resolve the low pressure are currently planned.

The second low pressure area is Hillside Ln within the Intermediate 361 zone. Given a 1,000 gpm fire flow in the area, the pressure at the end of Hillside Ln drops to about 4 psi. The service connections at the end of Hillside Ln could be placed on an individual booster pump; however, no plans are currently in place to boost this area.

In general, the available fire flow exceeds 1,000 gpm at most locations within the island, with no fire flow deficiencies except for smaller isolated areas.

6.0 System Capacity Summary

Table 6-1 summarizes the results of the system capacity analyses and identifies the most limiting factor in the City's delivery capacity. The "source(s)" and "transmission" categories both describe the volume of water that can be delivered through the interties. While the current maximum instantaneous volume that can be delivered through the interties at a guaranteed minimum hydraulic grade line by contract is 3,205 gpm, the hydraulic model predicts a maximum of 4,200 gpm could be delivered through the interties if assuming the same guaranteed minimum hydraulic grade line, which equals 14,234 ERUs when assuming SPU's minimum contractual hydraulic grade line elevation coming onto the island and the reservoirs with depleted operational and equalizing storage.

The City can deliver water to a maximum of 10,861 ERUs, where the SPU contract amount is the limiting factor. All other capacity constraints have sufficient capacity to serve the system beyond the 20-year planning horizon (compare the ERU limits of each component to the demand forecast, Table 2-7).

Table 6-1. System capacity summary and physical capacity determination

| Water System Service Connections correlated to ERUs - Current | | | |
|---|--|--|---------------------|
| Service Classification | Total MDD for the classification, gpd ⁽¹⁾ | Total # Connections in the classification ⁽²⁾ | ERUs ⁽³⁾ |
| Single-Family | 3,141,439 | 7,261 | 7,390 |
| Multi-Family | 448,749 | 93 | 1,056 |
| Commercial | 154,945 | 141 | 365 |
| Governmental | 45,495 | 42 | 107 |
| Non- Revenue | 986,580 | N/A | 2,321 |
| Other (identify) | | | |
| Total existing ERUs (Single-Family + Multi-Family + Commercial + Governmental + Non-revenue) = 11,239 | | | |
| Physical Capacity as ERUs | | | |
| Water System Component (Facility) | Calculated Capacity in ERUs for each component | | |
| Source(s) | 14,234 ⁽⁴⁾ | | |
| Treatment | NA ⁽⁵⁾ | | |
| Equalizing Storage | 71,052 ⁽⁶⁾ | | |
| Standby Storage | 17,415 (at 20 psi) ⁽⁷⁾ | | |
| Distribution | NA ⁽⁵⁾ | | |
| Transmission | 14,234 ⁽⁴⁾ | | |
| Water Rights | 10,861 ⁽⁸⁾ | | |
| Water System Physical Capacity (ERUs) = 14,234 ⁽⁹⁾ (based on the limiting water system component shown above) | | | |

¹ Based on Table 2-7, for Year 2021.

² Based on Table 2-3, for Year 2021.

³ Calculated using MDD ERU factor (425 gpd). The number of single family connections does not match the number of ERUs because the ERU factors is the average from 2019 - 2021, and therefore does not correspond exactly to the ERU value in 2021.

⁴ Based on maximum hydraulic capacity of the interties to deliver at the 405 hydraulic grade line, estimated in the hydraulic model at 4,200 gpm.

⁵ This category does not apply; water is treated by SPU before it arrives at the interties.

⁶ Based on the maximum ERUs that can be served at 30 psi, as described in the storage analysis (Table 4-3).

⁷ Based on the maximum ERUs that can be served at 20 psi, as described in the storage analysis (Table 4-3).

⁸ Based on water rights described in Table 3-1. The instantaneous contractual volume that can be delivered of 3,205 gpm is equivalent to 10,861 ERUs. However, this is not a physical limitation.

⁹ The second lowest value was chosen because the water rights limitation is not a physical limitation. The transmission capacity of the intertie is the true limiting factor.

7.0 Capital Improvement Plan and Budget Update

The City's proposed Capital Improvement Plan (CIP) describing projects it will implement between 2023 – 2028.

The proposed CIP is displayed in Table 7-1. There are four primary categories of projects in the CIP:

- **Sub-standard water main replacements:** projects to replace water mains that are beyond their design life or require improvement due to system changes since installation. A detailed outline of the projects and their planned schedule is in Appendix E.
- **Asbestos concrete (AC) water main replacement program:** projects to remove AC water mains and replace with approved piping materials. A detailed outline of the projects and their planned schedule is in Appendix E.
- **Water system improvements:** this category is a “catch-all” for standard water system capital projects such as emergency repairs and purchase of new components. Significant projects in this category include reservoir improvements, water meter replacement and launch of the automated metering infrastructure (AMI) system, and generator replacements at key assets.
- **Other water system projects:** this includes ongoing modeling work to maintain knowledge of system status. this also includes a feasibility and assessment phase for developing the City's emergency well.

The proposed CIP Plan is expected to be adopted by Mercer Island City Council in November 2022.

Identification and prioritization of future pipeline projects is an ongoing effort related to water modeling updates and fire flow analyses. When priority projects are identified through hydraulic modeling, they will be added to the CIP and coordinated with other utility and street projects as appropriate.

Table 7-1. City of Mercer Island Water System Capital Improvement Plan, 2023 – 2028

| | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | Total | Description |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--|
| SUB-STANDARD WATER MAIN REPLACEMENTS | | | | | | | | |
| 2023 Water System Improvements (First Hill, NMW, SE 37th PI, SE 41st, & SE 42nd PI) | \$4,684,000 | | | | | | \$4,684,000 | 7,720 LF of 4" and 6" CI water mains |
| 2024 Water System Improvements (SE 47th, 86th Ave SE, SE 59th, SE 72nd PI and stub out at three intersections) | \$373,000 | \$2,082,000 | | | | | \$2,455,000 | 3,458 LF of 4", 6", and 8" CI water mains (and 3 watermain connections with stub-outs) |
| 2025 Water System Improvements - No work | | | | | | | \$0 | |
| 2026 Water System Improvements (82nd Ave SE, Forest Ave SE, and W Mercer PI) | | | \$89,000 | \$498,000 | | | \$587,000 | 825 LF of 4" CI water mains |
| 2027 Water System Improvements (south end in Avalon neighborhood) | | | | \$352,000 | \$1,970,000 | | \$2,322,000 | 3,360 LF of 4" and 6" CI water mains |
| 2028 Water System Improvements (south Town Center and north of P & R) | | | | | \$443,000 | \$2,475,000 | \$2,918,000 | 4,225 LF of 6" and 8" CI water mains |
| AC (ASBESTOS CEMENT) WATER MAIN REPLACEMENT PROGRAM | | | | | | | | |
| 2023 AC Water Main Replacement (No work) | | | | | | | \$0 | |
| 2024 AC Main Replacement (SE 40th, Greenbrier Ln, Gallagher Hill Rd, SE 36th, Holly Hill Rd, 90th Ave SE, and SE 61st) | \$479,000 | \$2,680,000 | | | | | \$3,159,000 | 4,346 LF of 4", 6" and 10" AC water mains |
| 2025 AC Main Replacement (Upper Mercerwood, 91st Ave SE, 92nd Ave SE, SE 42nd, SE 43rd, & SE 44th St) | | \$1,040,000 | \$5,822,000 | | | | \$6,862,000 | 9,441 LF of 4" and 6" AC water mains |
| 2026 AC Main Replacement (3800 block EMW, 7900 block SE 67th, and adjacent 80th Ave SE & SE 70th St) | | | \$451,000 | \$2,529,000 | | | \$2,980,000 | 4,099 LF of 4", 6" and 8" water mains |
| 2027 AC Water Main Replacement (Lower Mercerwood) | | | | \$576,000 | \$3,227,000 | | \$3,803,000 | 5232 of 6" AC watermains and 2" CI water mains |
| 2028 AC Water Main Replacement (SE 40th to SE 36th and 97th Ave to EMW) | | | | | \$289,000 | \$1,616,000 | \$1,905,000 | 2,621 LF of 10" AC water mains |
| WATER SYSTEM IMPROVEMENTS | | | | | | | | |
| PRV Stations Replacement | \$2,025,000 | | \$395,000 | \$2,025,000 | | \$395,000 | \$4,840,000 | |
| Street-Related Water System Improvements | \$150,000 | \$150,000 | \$150,000 | \$150,000 | \$150,000 | \$150,000 | \$900,000 | |
| Emergency Water System Repairs | \$150,000 | \$150,000 | \$150,000 | \$150,000 | \$150,000 | \$150,000 | \$900,000 | |
| Water System Components | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$300,000 | |

Table 7-1. City of Mercer Island Water System Capital Improvement Plan, 2023 – 2028

| | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | Total | Description |
|--|---------------------|---------------------|--------------------|--------------------|--------------------|--------------------|---------------------|---|
| SCADA System Replacement (Water) | \$75,000 | | | | | | \$75,000 | Contingency in case project extends into 2023 |
| Meter Replacement Implementation | \$3,192,000 | \$3,192,000 | | | | | \$6,384,000 | Replace all water meters to AMI meters |
| Reservoir Generator Replacement | \$1,495,000 | | | | | | \$1,495,000 | Replace and relocate emergency generator |
| Reservoir Pump Replacement | \$540,000 | \$540,000 | | | | | \$1,080,000 | Replace/upgrade 5 pumps and add 2 smaller pumps. Reservoir Generator Replacement needs to occur first |
| Water Reservoir Improvements | \$2,805,000 | \$2,750,000 | | | | | \$5,555,000 | South tank construction, then North tank construction |
| First Hill Generator Replacement | \$400,000 | \$400,000 | | | | | \$800,000 | Generator replacement, construction |
| Other Water System Projects | | | | | | | | |
| Water Model Updates/Fire Flow Analysis | \$15,000 | \$50,000 | \$15,000 | \$50,000 | \$15,000 | \$50,000 | \$195,000 | Model updates and fire flow analysis every two years, & additional modeling after construction/improvements |
| Emergency Well Phase II - Feasibility & Assessment | | \$45,000 | | | | | \$45,000 | |
| TOTAL | \$16,433,000 | \$13,129,000 | \$7,122,000 | \$6,380,000 | \$6,294,000 | \$4,886,000 | \$54,244,000 | |

8.0 Budget Update

This section describes information regarding the City's budget planning that is new relative to that presented in the 2015 WSP.

In 2006, the Utility Board reviewed and updated the fiscal policies for the Water Fund. The Board recommended: (1) Increasing the operating reserve from 75 days to 90 days, and (2) Creating a capital contingency reserve of 1% of original asset value. These reserve policy changes were adopted as part of the 2006 water rate study. In 2016, the Utility Board reviewed and updated the Water Fund's fiscal policies again to increase the rate funding for capital reinvestment from \$2,800,000 to \$3,900,000 over a six-year period. The Financial Policies are detailed in the City of Mercer Island's biennial budget.

Table 8-1 presents a financial summary of the water utility's operating revenues and expenses from 2015 through 2021. During this period rate increases averaged 7.54%, contributing to the increasing fund balance in the Water Fund. Total revenues (excluding debt proceeds and the sale of fixed assets) increased from \$7.5 million in 2015 to \$10.0 million in 2021. Total expenses, which include personnel, materials, supplies, water purchases from Seattle Public Utilities and rate funded capital outlays, have ranged from a low of about \$6.1 million in 2017 to a high of about \$8.3 million in 2021.

Table 8-1. Water System Revenue and Expense Summary, 2015 – 2021

| Year Ending | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 |
|---|----------------------|----------------------|----------------------|---------------------|---------------------|---------------------|---------------------|
| Beginning Working Capital | \$ 13,110,251 | \$ 10,918,426 | \$ 8,566,636 | \$ 6,224,479 | \$ 3,584,047 | \$ 2,632,766 | \$ 2,187,649 |
| Revenue | | | | | | | |
| Water Service | \$ 9,779,482 | \$ 8,799,591 | \$ 8,232,322 | \$ 8,283,281 | \$ 7,874,969 | \$ 7,181,664 | \$ 6,726,416 |
| Conservation Surcharge | 33,304 | 27,494 | 26,807 | 34,269 | 35,248 | 30,716 | 36,930 |
| Special Service Fees | 17,370 | 20,550 | 41,045 | 41,350 | 48,495 | 32,000 | 42,525 |
| Meter Installations | (54,977) | 578,543 | 87,246 | 38,356 | 76,798 | 100,000 | 114,470 |
| Connection Fees | 190,362 | 141,186 | 235,144 | 261,178 | 469,641 | 153,226 | 395,314 |
| Interest on Investments | 31,760 | 118,331 | 348,755 | 192,114 | 82,006 | 7,615 | 8,676 |
| Leases of Public Cell Towers | 29,195 | 29,195 | 29,195 | 29,195 | 27,320 | 27,320 | 27,320 |
| Sale of Fixed Assets | - | - | - | - | - | - | - |
| Debt Proceeds | - | - | - | - | - | - | - |
| Transfer from Other Funds | - | - | - | 142,168 | 134,182 | 122,451 | 121,448 |
| Other Revenues | 3,936 | 5,742 | 8,214 | 21,886 | 16,282 | - | 31,745 |
| Total Revenue | \$ 10,030,432 | \$ 9,720,631 | \$ 9,008,728 | \$ 9,043,797 | \$ 8,764,941 | \$ 7,654,991 | \$ 7,504,843 |
| Expenses | | | | | | | |
| Operating Expense | \$ 3,346,985 | \$ 3,794,589 | \$ 2,767,798 | \$ 2,886,589 | \$ 2,809,123 | \$ 2,548,718 | \$ 2,497,110 |
| Water Purchases | 2,222,931 | 2,016,364 | 1,922,076 | 1,993,442 | 1,998,695 | 2,010,226 | 2,079,865 |
| Water Purchases-Settlement | | | | | | | |
| Water Conservation | - | - | - | 2,000 | - | - | - |
| Debt Service | 106,969 | 70,000 | 108,195 | 110,309 | 107,272 | 109,072 | 105,597 |
| Rate Funded Capital Outlays | 2,702,585 | 1,647,854 | 1,858,870 | 1,709,299 | 1,209,419 | 2,035,693 | 2,377,155 |
| Total Expenses | \$ 8,379,470 | \$ 7,528,807 | \$ 6,656,938 | \$ 6,701,640 | \$ 6,124,508 | \$ 6,703,710 | \$ 7,059,727 |
| Net Increase (Decrease) in Working Capital | \$ 1,650,962 | \$ 2,191,825 | \$ 2,351,790 | \$ 2,342,157 | \$ 2,640,432 | \$ 951,281 | \$ 445,117 |
| Ending Working Capital | \$ 14,761,213 | \$ 13,110,251 | \$ 10,918,426 | \$ 8,566,636 | \$ 6,224,479 | \$ 3,584,047 | \$ 2,632,766 |
| Overall Rate Increase: | 5.25% | 6.50% | 6.50% | 5.30% | 5.50% | 10.90% | 12.80% |

No debt proceeds were received during this period. Debt service expenses are related to the debt proceeds of \$1,519,771 that were received in 2011 to fund the construction of Water System Improvements on First Hill. This debt is in the form of LTGO bonds which will be paid off in 2030.

Table 8-2 (Residential Bimonthly Water Rates) and Table 8-3 (Non- Residential Bimonthly Water Rates) present the adopted water rates for 2022 for the City. In 2022, rates will increase an average of 5.25% over 2021. Table 8-4 (Meter Equivalents and Fixed Charges) provides further detail on the fixed charges portion of the rates shown in Table 8-2 and Table 8-3.

Table 8-2. Residential Bimonthly Water Rates

| Class | Fixed Charge | Volume Charge | | | |
|---------------------------|-----------------------|---------------------|---------------------|---------------------|-------------------|
| | Per Meter Equivalent* | Block 1 (0-10 ccf) | Block 2 (11-20 ccf) | Block 3 (21-30 ccf) | Block 4 (31+ ccf) |
| Single Family Residential | \$40.85 | \$4.85 | \$8.20 | \$9.85 | \$13.25 |
| Low-Income Residential | \$40.85 | \$1.21 | \$2.05 | \$2.46 | \$3.31 |
| Conservation Surcharge** | | | | \$0.10 | \$0.30 |
| Class | Fixed Charge | Volume Charge | | | |
| | Per Meter Equivalent* | All Use (0-99+ ccf) | | | |
| Multi-Family Residential | \$40.85 | \$7.19 | | | |

* Meter Equivalents are summarized in a following table. The total meter equivalent charge is based on the meter size and is calculated by multiplying the meter equivalents by the per meter equivalent rate.

** A surcharge of \$0.10 per ccf for single family residential bimonthly usage between and including 21 and 30 ccf, and \$0.30 per ccf for bimonthly usage in excess of 30 ccf, shall be included in the rates as an incentive to conserve and may be used to fund conservation education. This surcharge shall apply on consumption of water from June 1 through September 30.

Table 8-3. Non-Residential Bimonthly Water Rates

| Class | Fixed Charge | Volume Charge | |
|-------------------|-----------------------|----------------------|----------------------|
| | Per Meter Equivalent* | Winter** (All Usage) | Summer** (All Usage) |
| Commercial/Public | \$40.85 | \$4.46 | \$11.09 |
| Irrigation | \$40.85 | \$6.68 | \$14.04 |

* Meter Equivalents are summarized in a following table. The total meter equivalent charge is based on the meter size and is calculated by multiplying the meter equivalents by the per meter equivalent rate.

** Seasons: Summer is June 1 through September 30; rest of year is winter.

Table 8-4. Meter Equivalents and Fixed Charges

| Meter Size | Meter Equivalent | Fixed Charge |
|---------------------|------------------|--------------|
| 3/4 Inch or Smaller | 1.0 | \$40.85 |
| 1 Inch | 2.5 | \$102.13 |
| 1-1/2 Inch | 5.0 | \$204.25 |
| 2 Inch | 8.0 | \$326.80 |
| 3 Inch | 16.0 | \$653.60 |
| 6 Inch | 50.0 | \$2,042.50 |

Table 8-5 presents the forecasted annual water revenues, expenses and fund balances, based on the adopted 2021-2022 biennial budget, water consumption to date, and forecasted changes to the budget.

Table 8-5. Water System Revenue and Expense Summary, 2021 – 2022

| Year Ending | 2021 Actual | 2022 Forecast |
|---|----------------------|------------------------|
| Beginning Working Capital | \$ 13,110,251 | \$ 14,761,213 |
| Revenue | | |
| Water Service | \$ 9,779,482 | \$ 8,895,900 |
| Conservation Surcharge | 33,304 | 20,000 |
| Special Service Fees | 17,370 | 40,000 |
| Meter Installations | (54,977) | 50,000 |
| Connection Fees | 190,362 | 158,000 |
| Interest on Investments | 31,760 | 157,100 |
| Lease of Public Cell Towers | 29,195 | 29,000 |
| Sale of Fixed Assets (Property) | - | - |
| Debt Proceeds | - | - |
| Transfer from Other Funds | - | - |
| Other Revenues | 3,936 | - |
| Total Revenue | \$ 10,030,432 | \$ 9,350,000 |
| Expenses | | |
| Operating Expense | \$ 3,346,985 | \$ 4,327,496 |
| Water Purchases | 2,222,931 | 2,415,000 |
| Debt Service | 106,969 | 108,263 |
| Rate Funded Capital Outlays | 2,702,585 | 12,790,955 |
| Total Expenses | \$ 8,379,470 | \$ 19,641,714 |
| Net Increase (Decrease) in Working Capital | \$ 1,650,962 | \$ (10,291,714) |
| Ending Working Capital | \$ 14,761,213 | \$ 4,469,499 |

Table 8-6 presents a projection of the annual utility revenues, expenses, and fund balances for the next six years, based on the 2021-2022 adopted biennial budget and changes expected to occur in the various categories over the subsequent six-year period as a result of new customers, general inflation, and other related factors. This type of forecast is routinely used by Finance staff to develop rate adjustment proposals and to assess the impact of changing budget assumptions on future rate requirements.

Some key assumptions used to forecast future annual revenues and expenses that appear in Table 8-6 are outlined below:

1. Water consumption is expected to remain at current levels for the period of 2023-2028. This is based on a historical average of less than a 1% decline over the past 12 years. While the demand forecast suggests modest growth through the 20-year timeframe, this assumption is appropriate for the financial analysis through 2028.
2. Wholesale water costs for 2023 through 2028 are expected to increase by 5% per year. Overall, the cost of purchased water is expected to increase about 24% over the six-year period.
3. Personnel labor costs are expected to increase annually by 2% while benefit costs are anticipated to increase by about 6.5% per year for the 6-year period of 2023-2028. Overall, personnel costs are expected to increase about 22.7% over the six-year period.
4. Other maintenance and operations expenses will increase annually by 4.0%, based on historical trends and projected increases in the Seattle Consumer Price Index (CPI-U). An increase of 26.5% is expected over the 6-year period.
5. The average annual water consumption is 1,045,100 ccf based on water purchases from Seattle Public Utilities in 2020. With water losses of close to 10%, water sales to Mercer Island customers are estimated at an average of 940,600 ccf.
6. Rate funding for capital reinvestment is based on the capital reinvestment project plan for 2023-2028. Details of the capital funding needs for anticipated system improvements are detailed in Chapter 7.

The City of Mercer Island has prudently issued little debt over the years, maintaining a sizable debt capacity. The City has consistently followed a conservative fiscal management policy, which is reflected by the high Aa1 rating from Moody's Investors Service. The City plans to issue debt in 2023 to support the multiple high-cost projects required to repair aging infrastructure that has a 20–30-year lifespan. Because of the City's exemplary debt status, the Utility can expect the proposed bond issued to receive a similarly favorable credit rating and, therefore, to sell at lower interest rates than would otherwise be possible.

Table 8-6. Water System Revenue and Expense Summary, 2023 – 2028

| Year Ending | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
|---|--------------------|--------------------|--------------------|---------------------|---------------------|---------------------|
| Beginning Working Capital | \$4,469,499 | \$4,077,321 | \$3,624,563 | \$3,144,557 | \$2,652,201 | \$2,158,708 |
| Revenue | | | | | | |
| Water Service | \$8,272,471 | \$8,706,776 | \$9,163,881 | \$9,644,985 | \$10,151,347 | \$10,684,293 |
| Conservation Surcharge | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 |
| Special Service Fees | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 |
| Meter Installations | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 |
| Connection Fees | 161,160 | 164,383 | 167,671 | 171,024 | 174,445 | 177,934 |
| Interest on Investments | 26,015 | 10,512 | 11,430 | 19,376 | 24,923 | 46,409 |
| ARPA Funding | 649,000 | - | - | - | - | - |
| Total Revenue | \$8,569,646 | \$8,991,671 | \$9,452,983 | \$9,945,386 | \$10,460,714 | \$11,018,635 |
| Expenses | | | | | | |
| Operating Expense | \$3,257,831 | \$3,361,547 | \$3,470,062 | \$3,583,431 | \$3,701,725 | \$3,825,509 |
| Water Purchases | 2,535,755 | 2,662,542 | 2,795,669 | 2,935,453 | 3,082,226 | 3,236,337 |
| Debt Service | 418,239 | 420,339 | 417,258 | 418,858 | 420,258 | 416,458 |
| Rate Funded Capital Outlays | 2,750,000 | 3,000,000 | 3,250,000 | 3,500,000 | 3,750,000 | 3,900,000 |
| ARPA Funded Capital Outlays | 649,000 | - | - | - | - | - |
| Total Expenses | \$8,961,824 | \$9,444,428 | \$9,932,989 | \$10,437,742 | \$10,954,208 | \$11,378,303 |
| Net Increase (Decrease) in Working Capital | \$(392,178) | \$(452,757) | \$(480,006) | \$(492,356) | \$(493,493) | \$(359,668) |
| Ending Working Capital | \$4,077,321 | \$3,624,563 | \$3,144,557 | \$2,652,201 | \$2,158,708 | \$1,799,040 |
| <i>Target - 90 days Operating Reserve</i> | <i>803,301</i> | <i>828,875</i> | <i>855,632</i> | <i>883,586</i> | <i>912,754</i> | <i>943,276</i> |
| <i>Target - 1% Asset Value Capital Reserve</i> | <i>373,023</i> | <i>396,278</i> | <i>420,982</i> | <i>447,227</i> | <i>475,108</i> | <i>504,727</i> |
| Available Working Capital | \$2,900,997 | \$2,399,411 | \$1,867,943 | \$1,321,388 | \$770,846 | \$351,036 |
| Forecasted Rate Increase: | 5.25% | 5.25% | 5.25% | 5.25% | 5.25% | 5.25% |

9.0 Appendices

Appendix A. Local Government Correspondence and Response to Comments

Appendix B. State Environmental Policy Act Documentation

Appendix C. Public Meeting Documentation

Appendix D. Hydraulic Modeling Figures

Appendix E. Capital Improvement Program Supplemental Tables

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Appendix A. Local Government Correspondence and Response to Comments

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Local Government Consistency Determination Form

Water System Name: City of Mercer Island PWS ID: 53640 5

Planning/Engineering Document Title: Limited WSP Update Plan Date: 6/16/2022

Local Government with Jurisdiction Conducting Review: Mercer Island Community Planning and Development

Before the Department of Health (DOH) approves a planning or engineering submittal under Section 100 or Section 110, the local government must review the documentation the municipal water supplier provides to prove the submittal is consistent with **local comprehensive plans, land use plans and development regulations** (WAC 246-290-108). Submittals under Section 105 require a local consistency determination if the municipal water supplier requests a water right place-of-use expansion. The review must address the elements identified below as they relate to water service.

By signing this form, the local government reviewer confirms the document under review is consistent with applicable local plans and regulations. If the local government reviewer identifies an inconsistency, he or she should include the citation from the applicable comprehensive plan or development regulation and explain how to resolve the inconsistency, or confirm that the inconsistency is not applicable by marking N/A. See more instructions on reverse.

| Local Government Consistency Statement | For use by water system | For use by local government |
|---|-----------------------------------|-----------------------------|
| | Identify the page(s) in submittal | Yes or Not Applicable |
| a) The water system service area is consistent with the adopted <u>land use and zoning</u> within the service area. | Page 1, second paragraph | Yes |
| b) The <u>growth projection</u> used to forecast water demand is consistent with the adopted city or county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology. | Page 4, section 2.2 | Yes |
| c) For <u>cities and towns that provide water service</u> : All water service area policies of the city or town described in the plan conform to all relevant <u>utility service extension ordinances</u> . | Page 1, second paragraph | Yes |
| d) <u>Service area policies</u> for new service connections conform to the adopted local plans and adopted development regulations of all cities and counties with jurisdiction over the service area. | Page 1, second paragraph | Yes |
| e) <u>Other relevant elements</u> related to water supply are addressed in the water system plan, if applicable. This may include Coordinated Water System Plans, Regional Wastewater Plans, Reclaimed Water Plans, Groundwater Management Area Plans, and the Capital Facilities Element of local comprehensive plans. | Page 1, second paragraph | Yes |

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.

/S/ Adam Zack

06/23/2022

Signature

Date

Adam Zack, Senior Planner, City of Mercer Island

Printed Name, Title, & Jurisdiction

Local Government Consistency Determination Form

Water System Name: City of Mercer Island PWS ID: 53640 5

Planning/Engineering Document Title: Limited WSP Update Plan Date: 6/16/2022

Local Government with Jurisdiction Conducting Review: King County

Before the Department of Health (DOH) approves a planning or engineering submittal under Section 100 or Section 110, the local government must review the documentation the municipal water supplier provides to prove the submittal is consistent with **local comprehensive plans, land use plans and development regulations** (WAC 246-290-108). Submittals under Section 105 require a local consistency determination if the municipal water supplier requests a water right place-of-use expansion. The review must address the elements identified below as they relate to water service.

By signing this form, the local government reviewer confirms the document under review is consistent with applicable local plans and regulations. If the local government reviewer identifies an inconsistency, he or she should include the citation from the applicable comprehensive plan or development regulation and explain how to resolve the inconsistency, or confirm that the inconsistency is not applicable by marking N/A. See more instructions on reverse.

| Local Government Consistency Statement | For use by water system | For use by local government |
|---|-----------------------------------|-----------------------------|
| | Identify the page(s) in submittal | Yes or Not Applicable |
| a) The water system service area is consistent with the adopted <u>land use and zoning</u> within the service area. | Page 1 | Yes |
| b) The <u>growth projection</u> used to forecast water demand is consistent with the adopted city or county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology. | Page 4 | Yes |
| c) For <u>cities and towns that provide water service</u> ; All water service area policies of the city or town described in the plan conform to all relevant <u>utility service extension ordinances</u> . | Page 1 | Yes |
| d) <u>Service area policies</u> for new service connections conform to the adopted local plans and adopted development regulations of all cities and counties with jurisdiction over the service area. | Page 1 | Yes |
| e) <u>Other relevant elements</u> related to water supply are addressed in the water system plan, if applicable. This may include Coordinated Water System Plans, Regional Wastewater Plans, Reclaimed Water Plans, Groundwater Management Area Plans, and the Capital Facilities Element of local comprehensive plans. | Page 1 | Yes |

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.

Jae Hill
Signature
Jae Hill, Chair of the King County UTRC

8/24/2022
Date

Printed Name, Title, & Jurisdiction



STATE OF WASHINGTON
DEPARTMENT OF HEALTH

NORTHWEST DRINKING WATER REGIONAL OPERATIONS
20425 72nd Avenue South, Suite 310, Kent Washington 98032-2388

August 24, 2022

Allen Hunter
allen.hunter@mercergov.org

Subject: Mercer Island, City of, ID#53640
King County
Water System Plan Limited Update
Submittal #22-0711

Dear Mr. Hunter:

The City of Mercer Island (the City) Water System Plan (WSP) update/approval date extension request was received in this office on July 7, 2022 and has been reviewed.

Information contained in this submittal supports extending the approval period of the City's current WSP until **July 13, 2026**.

Prior to DOH approval of this extension, I will need the following:

Documentation that the WSP extension was adopted by the City's elected governing body.

We understand this is scheduled to occur on September 20, 2022.

Regulations establishing a schedule for fees for review of planning, engineering and construction documents have been adopted (WAC 246-290-990). Please note that we have included an invoice in the amount of **\$ 1349.00** for the review of the Water System Plan update extension request. Please remit your complete payment in the form of a check or money order within thirty days of the date of this letter to: **DOH, Revenue Section, and P.O. Box 1099, Olympia, WA 98507-1099.**

Thank you for your submittal. If you have any questions or wish to check our records, please contact me at the number listed below.

Sincerely,

Richard Rodriguez
Regional Planner
Northwest Drinking Water Operations
(253) 395-6771

cc: Brietta Carter, DOH
Jae Hill, King County UTRC
Doug Wood, WSDOE- NWRO
Rona Linn, City of Mercer Island
David Kuhns, P.E., HDR
Dan Graves, HDR



City of Mercer Island responses to comments in **highlighted bold text.

August 10, 2022

Rona Lin, Utilities Engineer
City of Mercer Island, Public Works
(emailed rona.lin@mercergov.org)

Re: Review of Mercer Island Water System Plan

Dear Rona,

Thank you for the opportunity for Seattle Public Utilities (SPU) to review the City of Mercer's draft Limited Water System Plan Update. Our comments are provided below.

The nature of our review was limited to content related to SPU contracts, infrastructure, and programs. For typical water system plans, this translates to the following topics: wholesale water supply contract, SPU supply stations, demand forecast, water quality, and water conservation. However, since your draft water system plan is a "limited update", this was narrowed to the following topics: wholesale water supply contract, SPU supply stations, and demand forecast. SPU's comments reflect reviews of your water system plan by the following SPU staff: Terri Gregg, Eugene Mantchev, Elizabeth Garcia, and myself.

1. **Water Quantities in Wholesale Water Supply Contract:** The description of the water quantity in the supply contract is not accurate in a few sections of the water system plan. This is likely an issue of semantics.
 - a. Section 3.0 Water Rights Self-Assessment includes the following text (underline added by SPU for emphasis):

"The self-assessment shows water rights are satisfactory for total annual demands. There are deficiencies in meeting maximum day demands based on the maximum instantaneous volume contractually permitted through the interties in all planning years. The 2015 WSP suggested a likely deficiency in instantaneous capacity in the 20-year planning period. However, growth in recent years has outpaced growth forecast in the 2015 WSP, and instantaneous deficiencies are forecast for all planning horizons. This deficiency is related to the maximum contractual volume currently allowed through the intertie rather than the actual hydraulic capacity possible through the intertie (see Section 6.0 for more detail). As noted in the 2015 WSP, the City will consider updating the supply agreement with SPU to cover these increased demands."

However, the maximum flow rates in the water supply contract are the maximum flow rates guaranteed at the specific hydraulic gradient called out in Exhibit II (see screen shot below), which is somewhat different than an absolute maximum flow rate allowed.

Text has been revised and added to better describe the contract terms. We have noted that the deficiency in the water rights self-assessment is related to the max instantaneous flow guaranteed at the specific hydraulic gradient, not the maximum capacity that can be passed through the intertie. RESOLVED.

EXHIBIT II

**CUSTOMARY POINTS OF DELIVERY, MINIMUM HYDRAULIC GRADIENTS, AND
MAXIMUM FLOW RATES OF WATER SUPPLIED**

| SECTION XI. METER SERVICE | | | | MINIMUM HYDRAULIC GRADIENT FOR PLANNING PURPOSES AT STATION UPSTREAM OF METER (FEET NAVD-88 Datum) | MAXIMUM FLOW RATE UP TO WHICH THE MINIMUM HYDRAULIC GRADIENT APPLIES (gpm) ⁽¹⁾ |
|--|-------------------------------|--|---------------------|--|---|
| LOCATION | STATION NUMBER ⁽¹⁾ | PIPELINE SEGMENT NUMBER ⁽¹⁾ | SIZE OF METER (IN.) | | |
| SE 43 rd Street & 89 th Ave SE | 67 | 9 | 12 | 405 | 2,685 |
| SE 40 th Street & 97 th Ave SE | 68 | 9 | 6 | 405 | Back-up service |
| E MERCER WY & Mercer Island Pipeline right-of-way | 171 | 9 | 10 | 405 | 520 |
| | | | | TOTAL: | 3,205 |

Notes:
 (1) Station and Pipeline Segment Numbers pertain to the demand metering program.
 (2) City of Seattle's estimate of Water Utility's average daily demand for 2020 with a peaking factor of 2.0 for peak day

FULL REQUIREMENTS CONTRACT
CITY OF MERCER ISLAND Page 33

b. Section 6.0 System Capacity Summary includes the following text (underline added by SPU for emphasis):

“While the current maximum instantaneous volume that can be delivered through the inerties by contract is 3,205 gpm, the hydraulic model predicts a maximum of 4,200 gpm could be delivered through the inerties, which equals 14,234 ERUs when assuming SPU’s minimum contractual hydraulic grade line elevation coming onto the island and the reservoirs with depleted operational and equalizing storage.”

Same as above, the maximum flow rates in the water supply contract are the maximum flow rates guaranteed at the specific hydraulic gradient called out in Exhibit II, which is somewhat different than an absolute maximum flow rate allowed.

Text has been added to the paragraph to clarify that the contract maximum is only related to the guaranteed minimum hydraulic grade line. We also added some text noting that the hydraulic model predicts the maximum of 4,200 gpm can be delivered if assuming the same guaranteed minimum hydraulic grade line. RESOLVED.

- c. Table 3-1 Water Rights Self-Assessment and Interruptible Water Rights infers that the water supply contract contains a maximum annual volume (i.e., a maximum Qa) (see screen shot below; red box added by SPU).

Table 3-1. Water Rights Self-Assessment and Interruptible Water Rights

| Water Right Permit, Certificate, or Claim # | WFI Source # | Existing Water Rights | | Current Source Production | | | | 10-Year Forecasted Source Production, 2026 | | | | 20-Year Forecasted Source Production, 2036 | | | |
|--|--|---------------------------------------|------------------------------------|---|--------------------------------|---------------------|--------------------------------|--|-------------------------------|---------------------|-------------------------------|--|-------------------------------|---------------------|-------------------------------|
| | | Maximum Instantaneous Rate (Qi) (gpm) | Maximum Annual Quantity (Qa) (afy) | Maximum Qi | Current Excess or (Deficiency) | Maximum Qa | Current Excess or (Deficiency) | Maximum Qi | Future Excess or (Deficiency) | Maximum Qa | Future Excess or (Deficiency) | Maximum Qi | Future Excess or (Deficiency) | Maximum Qa | Future Excess or (Deficiency) |
| G1-28425 | S04 | 400 | 66.3 | 225 | 175 | 0.37 | 65.9 | 225 | 175 | 0.37 | 65.9 | 225 | 175 | 0.37 | 66 |
| Name of Wholesaling System Providing Water | Quantities Allowed | | Expiration Date | Currently Purchased | | | | 10-Year Forecasted Purchase (2026) | | | | 20-Year Forecasted Purchase (2036) | | | |
| | In Contract | | | Current quantity purchased through intertie | | | | Forecasted quantity purchased through intertie | | | | Forecasted quantity purchased through intertie | | | |
| | Maximum Qi | Maximum Qa | | Maximum Qi | Current Excess or (Deficiency) | Maximum Qa | Current Excess or (Deficiency) | Maximum Qi | Future Excess or (Deficiency) | Maximum Qa | Future Excess or (Deficiency) | Maximum Qi | Future Excess or (Deficiency) | Maximum Qa | Future Excess or (Deficiency) |
| | Instantaneous Flow Rate (gpm) | Annual Volume (gpd) | | Instantaneous Flow Rate (gpm) | Instantaneous Flow Rate (gpm) | Annual Volume (gpd) | Annual Volume (gpd) | Instantaneous Flow Rate (gpm) | Instantaneous Flow Rate (gpm) | Annual Volume (gpd) | Annual Volume (gpd) | Instantaneous Flow Rate (gpm) | Instantaneous Flow Rate (gpm) | Annual Volume (gpd) | Annual Volume (gpd) |
| 1. #67 @ SE 43rd & 89th Ave - SPU | 2,684 | 3,866,468 | 1/1/2062 | See totals below | | | | | | | | | | | |
| 2. #68 @ SE 40th & 97th Ave - SPU | Zone Backup | | | | | | | | | | | | | | |
| 3. #171 @ Boat Launch - SPU | 521 | 749,011 | | | | | | | | | | | | | |
| TOTALS = | 3,205 | 4,615,479 | | 3,318 | (113) | 2,444,833 | 2,170,646 | 3,213 | (8) | 2,513,512 | 2,101,966 | 3,423 | (218) | 2,375,844 | 2,239,635 |
| Interruptible Water Rights: Identify limitation on any water rights listed above that are interruptible. | | | | | | | | | | | | | | | |
| Water Right # | Conditions of Interruption | | Time Period of Interruption | | | | | | | | | | | | |
| G1-28425 | The Emergency Well is an emergency water source and can only be activated when an emergency is declared by Governor, local (government) Incident Response Commander, or other authorized local official(s). Therefore, it is not in use except for the monthly pump exercises. | | | | | | | | | | | | | | |

However, the water supply contract does not contain a maximum annual volume. We assume Mercer Island calculated the Qa (based on continuous use of the Qi number) in order to have a number to compare to your average day demand for the “excess or deficiency” columns in the table. Perhaps an easily solution would be to leave the Qa number in the table, but add a footnote explaining this.

Correct, the maximum annual volume was calculated as the total annual volume assuming the constant instantaneous rate where the 405 hydraulic gradient is guaranteed. A footnote has been added to explain this. Additionally, this value is represented as an ADD value (gpd) rather than a total Qa for the entire year. RESOLVED.

2. **Demand Forecast:** The total volume of water forecasted for use in 2036 in your water system plan is similar to the one that SPU had projected for Mercer Island in our most recent demand forecast developed in 2017 and documented in SPU’s 2019 Water System Plan.
No response required. RESOLVED.

Thank you again for the review opportunity.

Sincerely,

Kelly O'Rourke

Kelly O’Rourke, Water Conservation Manager
 Julie Crittenden, SPU Water Planning and Program Manager Interim Division Director (emailed)
 Kathy Curry, SPU Wholesale Contracts Manager (emailed)
 Terri Gregg, SPU Wholesale Contracts (emailed)
 Maura Patterson, SPU Drinking Water Planner (emailed)

Appendix B. State Environmental Policy Act Documentation

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CITY OF MERCER ISLAND

9611 SE 36th Street • Mercer Island, WA 98040-3732
(206) 275-7605 • FAX (206) 275-7726 www.mercergov.org

May 5, 2022

Rona Lin
CIP Project Manager
City of Mercer Island
9611 SE 36th Street
Mercer Island, A 98040-3732

Transmitted by email: rona.lin@mercerisland.gov

RE: SEPA Exemption for Water System Plan Extension/Appropriate Level of Planning

Rona:

The City of Mercer Island Community Planning and Development Department (“CPD”) has reviewed the scope of work for Water System Plan Extension/Appropriate Level of Planning (“the Project”).

Based on CPD’s review of the scope, we have determined that the Project is categorically exempt from SEPA review.

A Determination of Nonsignificance (DNS) was issued on June 1, 2015 for the adoption of the 2015 Water System Plan under Project No. SEP15-003. The DNS is attached for reference. The extension of the Water System Plan proposed by the Project will not result in substantive changes respecting use or modification of the environment. Therefore, the 2015 DNS sufficiently addresses the Project.

If you have any questions or need further assistance, I can be reached at 206-275-7717 or via e-mail at tim.mcharg@mercerisland.gov. Thank you.

Sincerely,

Tim McHarg, AICP
Principal Planner

Attachment: DNS, SEP15-003, dated June 1, 2015



STATE ENVIRONMENTAL POLICY ACT (SEPA) DETERMINATION OF NON-SIGNIFICANCE (DNS)

June 1, 2015

Application Nos.: **SEP15-003**

Description of proposal: **An update to the City of Mercer Island's Water System Comprehensive Plan. The comprehensive plan lists projects to be constructed in a 6-year and 20-year program. The projects proposed in the plan will be reviewed as the engineering studies or scopes of work are developed and discussed in the SEPA reviews of the individual projects.**

Proponent: **Rona Lin, Project Engineer, for the City of Mercer Island**

Location of proposal: **The area covered by the Comprehensive Water System Plan serves all of Mercer Island, which covers approximately 6.2 square miles of area, located in Lake Washington, between the cities of Seattle and Bellevue.**

Lead agency: **City of Mercer Island**

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

_____ There is no comment period for this DNS.

✓ _____ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

_____ This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by **N/A**.

Responsible Official: **Scott Greenberg, Development Services Director**
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040
Phone: (206) 275-7706
Email: scott.greenberg@mercergov.org

Date: **June 1, 2015** Signature 

APPEAL INFORMATION

This decision to issue a Determination of Non-significance (DNS) rather than to require an EIS may be appealed pursuant to Section 19.07 of the Mercer Island Unified land Development Code, Environmental procedures.

✓ _____ Any party of record may appeal this determination to the City Clerk at 9611 SE 36th Street Mercer Island, WA 98040 no later than **5:00 PM on Monday, June 15, 2015** by filing a timely and complete appeal application and paying the appeal fee. You should be prepared to make specific factual objections. Contact the City Clerk to read or ask about the procedures for SEPA appeals. To reverse, modify or remand this decision, the appeal hearing body must find that there has been substantial error, the proceedings were materially affected by irregularities in procedure, the decision was unsupported by material and substantial evidence in view of the entire record, or the decision is in conflict with the city's applicable decision criteria.

_____ There is no agency appeal.

Appendix C. Public Meeting Documentation

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CITY OF MERCER ISLAND UTILITY BOARD VIDEO MEETING

Tuesday, July 12, 2022, at 5:00 PM

BOARD MEMBERS:

Tim O’Connell, Chair
Stephen Milton, Vice Chair
Stephen Majewski, George Marshall,
Meredith Lehr, William Pokorny, and Will Quantz

LOCATION & CONTACT

Mercer Island Community & Event Center – Zoom Meeting
9611 SE 36th Street | Mercer Island, WA 98040
Phone: 206.275.7706 | www.mercerisland.gov

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the Staff Liaison at least 24 hours prior to the meeting at 206.275.7706.

The virtual meeting will be broadcast live on Zoom and recorded and saved on the City Council’s [YouTube Channel](#)

Registering to Speak: Individuals wishing to speak live during Appearances will need to register their request with the City Clerk at **206.275.7793** or email the [City Clerk](#) and leave a message before 4 PM on the day of the Utility Board meeting. Please reference "Appearances" on your correspondence and state if you would like to speak either in person at Mercer Island Community & Event Center or remotely using Zoom. Each speaker will be allowed three (3) minutes to speak.

Join by Telephone at 5:00 PM: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **869 0002 8763** and Password **363425** when prompted.

Join by Internet at 5:00 PM: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click [this link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **869 0002 8763**; Enter Password **363425**

Join in person at Mercer Island Community & Event Center at 5:00 PM: Mercer Island Community & Event Center
8236 SE 24th Street.

CALL TO ORDER & ROLL CALL, 5:00 PM

PUBLIC APPEARANCES

REGULAR BUSINESS

1. Approval of Minutes for the June 14, 2022, Regular Video Meeting
Recommended Action: Approve Minutes of June 14, 2022, Utility Board Meeting.
2. 2023-2024 Utility CIP Preview
Recommended Action: Discuss and provide feedback.
3. ALOP Water System Plan Update
Recommended Action: Discuss and provide feedback.

OTHER BUSINESS

4. 2022 Workplan
5. Next Meeting September 13, 2022 (No Meeting in August)

ADJOURNMENT

Agenda

UTRC Regular Meeting

Wednesday August 17, 2022

2:30-4:00pm

[Via Teams app](#) or join by phone

[+1 425-653-6586,,446134177#](#)

Phone Conference ID: 446 134 177#

Meeting will be recorded*

1. Review and approve agenda (All)
2. Review and approve the April 20, 2022 regular meeting minutes (All)
3. Status of pending plans (Jae)
 - a. Draft plans expected—Bothell Water System Plan
 - b. Final plans expected—Renton Wastewater Plan, City of Snoqualmie Sewer Plan, City of Snoqualmie Water Plan
4. Appeals Status (Jae)
 - a. Pending
 - i. Seago (KCWD 19/Heights)
 - b. Filed
 - i. n/a
 - c. On Hold/Withdrawn
 - i. Williamson (Covington)
 - ii. Singh/Chohan (Covington)
5. PAO Report (Jina)
6. Franchise Updates (Terri/Michael)
 - a. City of Issaquah
 - b. City of Shoreline
 - c. City of Kirkland
7. Stevens Pass Water System Plan, Final (Jae)
8. District 19 Water System Plan, Final (Jae)
9. **Mercer Island Water Plan, Extension (Jae)**
10. Lake Meridian Water System Plan, Draft (Jae)
11. Northeast Sammamish Sewer Plan, Draft (Jae)

*The public portions of the meeting will be recorded to assist with developing the minutes only. The minutes are the official record of UTRC action; any recordings are transitory documents and will be destroyed immediately after the official minutes are approved at the next UTRC meeting.



King County
Utilities Technical Review Committee
Department of Local Services
201 S Jackson Street
KSC-LS-0815
Seattle, WA 98104
www.kingcounty.gov

City of Mercer Island, Water System Plan Extension

The City of Mercer Island (“City”) has submitted a request for a Water System Plan (“Plan”) Extension by the King County Utilities Technical Review Committee (UTRC). This will extend the previously-approved 2016 plan to the full ten years recently allowable under state law with a renewal date of July 12, 2026. Extensions for non-expanding systems are reviewed and approved by the UTRC under King County Code 13.24.010.D and RCW 57.16.010 via KCC 13.24.020.

The City’s service area is coterminous with the island, and there is no unincorporated or rural area, however the City is a contributor to the King County Regional Wastewater System and therefore must receive local government consistency for water and sewer plans from the County under King County Code 13.24.010.A.

Staff has reviewed the extension request for local statutory requirements as well as impacts on service to residents in the unincorporated county—of which there are none.

On August 17, 2022, the UTRC held an open public meeting and deliberated the extension request, and agreed to the suitability of the extension.

Recommended motion: I move that the UTRC approves the extension and directs the Chair to sign the State-required Local Government Consistency Form.

Jae Hill, Chair of the King County Utility Technical Review Committee

8/24/2022

Date



2022 PLANNING SCHEDULE

Item 14.

Please email the City Manager & City Clerk when an agenda item is added, moved, or removed.

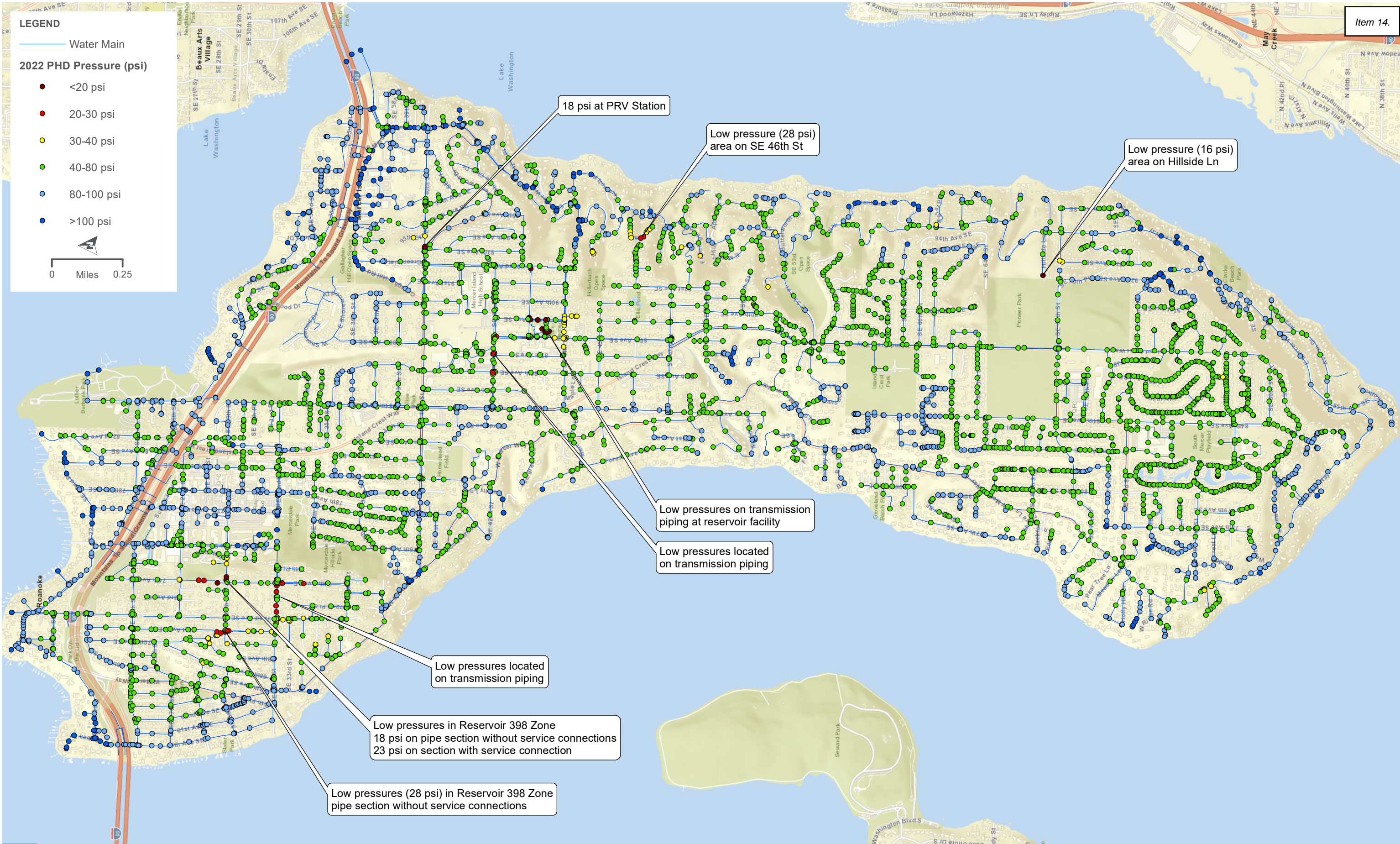
NOTE - Regular Meetings begin at 5:00 pm from June 16, 2020, through December 31, 2022. Items are not listed in any particular order. Agenda items & meeting dates are subject to change.

| SEPTEMBER 20, 2022 | | DD | FN | CA | Clerk | CM |
|--------------------------|---|-----|------|------|---|------|
| ABSENCES: | | 9/9 | 9/12 | 9/12 | 9/13 | 9/13 |
| ITEM TYPE TIME TOPIC | | | | | STAFF | |
| STUDY SESSION | | | | | | |
| 90 | Parliamentary Procedure Training | | | | Ann Macfarlane, Jurassic Parliament | |
| SPECIAL BUSINESS | | | | | | |
| CONSENT AGENDA | | | | | | |
| -- | AB 6158: September 9, 2022 Payroll Certification | | | | Nicole Vannatter | |
| -- | AB 6134: Mayor's Day of Concern for the Hungry, Proclamation No. 294 | | | | Mayor Nice/Tambi Cork | |
| -- | AB 6136: Peace Day on Mercer Island, Proclamation No. 296 | | | | Mayor Nice/Andrea Larson | |
| -- | AB 6149: Opioid Distributors Washington Settlement | | | | Jessi Bon/Bio Park | |
| -- | AB 6150: Engstrom Open Space Title Transfer to Open Space Conservancy Trust (Resolution No. 1631) | | | | Bio Park/Alaine Sommargren | |
| -- | AB 6151: 2023 Water System Improvements Design Budget Appropriation | | | | Jason Kintner/Patrick Yamashita/George Fletcher | |
| -- | AB 6152: Interlocal Agreement South Correctional Entity (SCORE) Jail | | | | Ed Holmes/Jeff Magnan/Dominic Amici | |
| -- | AB 6157: Letter of Support for the GMA Periodic Update Grant | | | | Jeff Thomas/Alison Van Gorp | |
| REGULAR BUSINESS | | | | | | |
| 10 | AB 6153: Board & Commission Vacancy Appointment (Resolution No. 1632) | | | | Mayor Nice/Deputy Mayor Rosenbaum/Andrea Larson | |
| 60 | AB 6154: 2022 Limited Water System Plan Update (Resolution No. 1633) | | | | Jason Kintner/Patrick Yamashita/Rona Lin | |
| 30 | AB 6155: ARCH 2023 Budget and Work Plan [Lindsay Masters is available after 7:00pm, please place later in agenda] | | | | Jeff Thomas/Alison Van Gorp/Lindsay Masters | |
| 60 | AB 6138: 2022 CIP Project Update & 2023-2028 CIP Preview | | | | Jason Kintner | |
| EXECUTIVE SESSION | | | | | | |

| OCTOBER 3, 2022 SPECIAL MEETING | | DD | FN | CA | Clerk | CM |
|---------------------------------|--|------|------|------|---|------|
| ABSENCES: | | 9/22 | 9/23 | 9/23 | 9/26 | 9/26 |
| ITEM TYPE TIME TOPIC | | | | | STAFF | |
| STUDY SESSION | | | | | | |
| 60 | AB xxxx: Town Center Parking Study Presentation (Draft Final Report) | | | | Sarah Bluvas/Jason Kintner/ Jeff Thomas/Ed Holmes | |
| SPECIAL BUSINESS | | | | | | |

Appendix D. Hydraulic Modeling Figures

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LEGEND

Water Main

2022 PHD Pressure (psi)

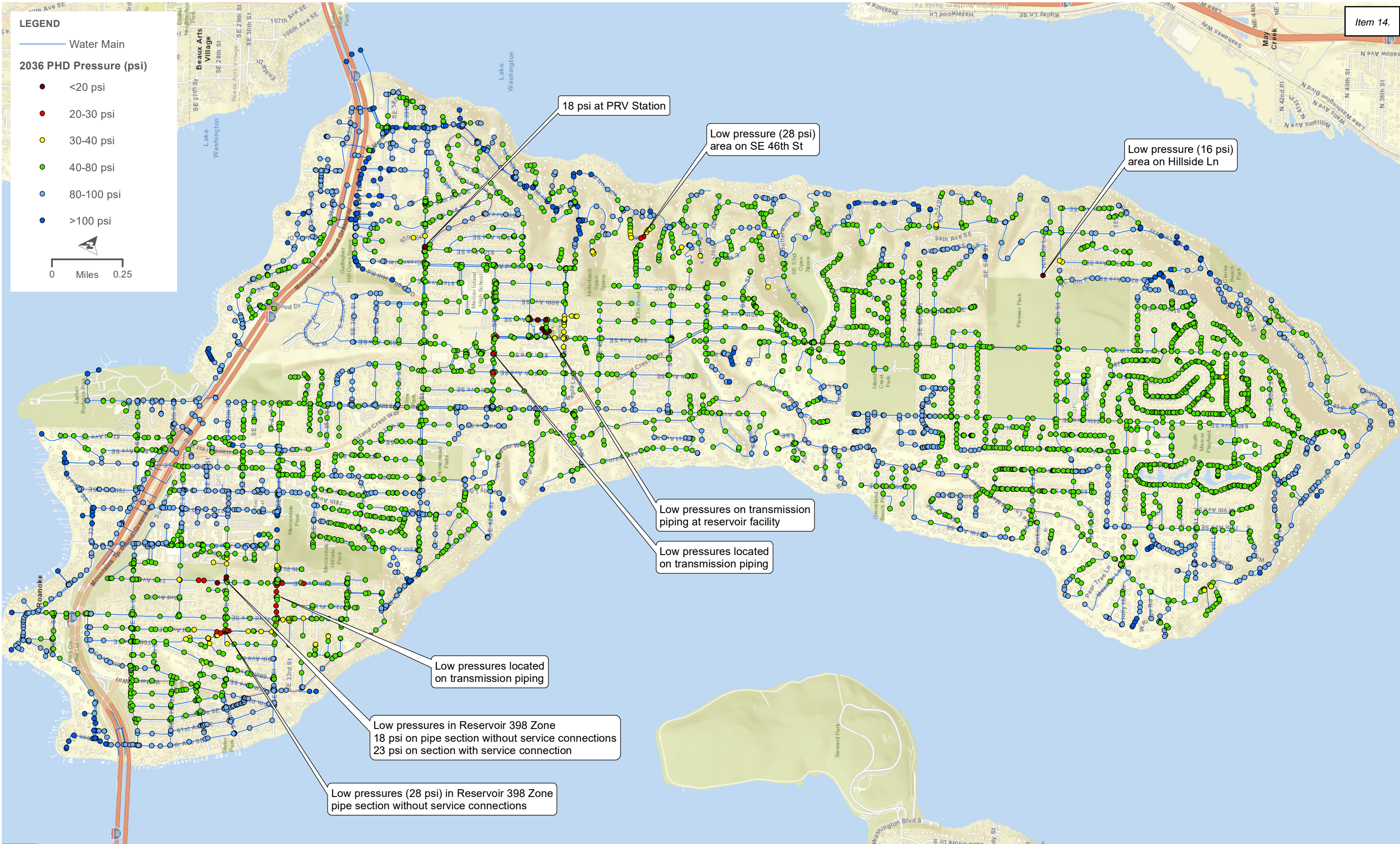
- <20 psi
- 20-30 psi
- 30-40 psi
- 40-80 psi
- 80-100 psi
- >100 psi

0 Miles 0.25



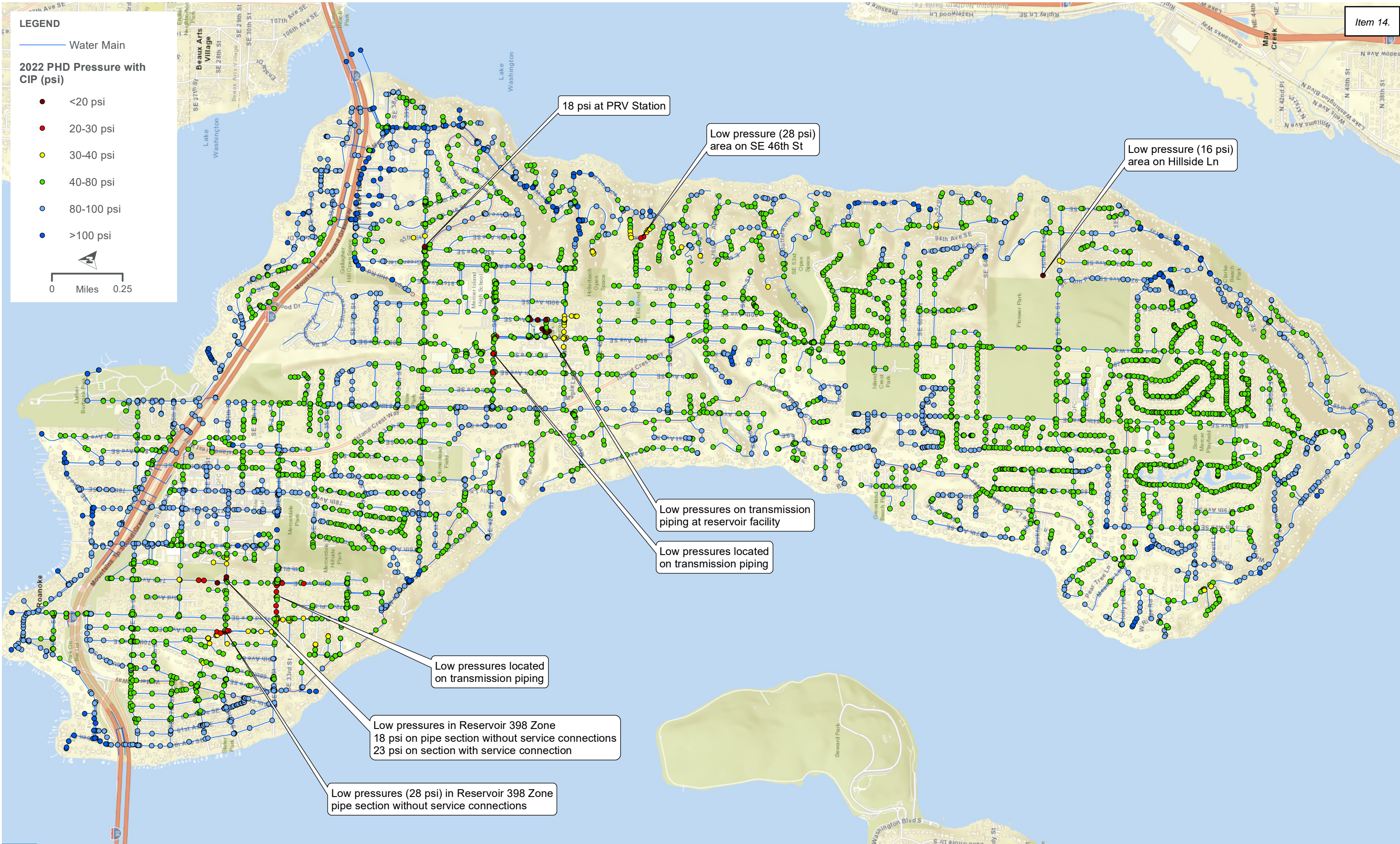
**2022 PEAK HOUR DEMAND
SYSTEM PRESSURE**

FIGURE D-1



**2036 PEAK HOUR DEMAND
SYSTEM PRESSURE**

FIGURE D-2



LEGEND

— Water Main

2022 PHD Pressure with CIP (psi)

- <20 psi
- 20-30 psi
- 30-40 psi
- 40-80 psi
- 80-100 psi
- >100 psi

0 Miles 0.25

18 psi at PRV Station

Low pressure (28 psi) area on SE 46th St

Low pressure (16 psi) area on Hillside Ln

Low pressures on transmission piping at reservoir facility

Low pressures located on transmission piping

Low pressures located on transmission piping

Low pressures in Reservoir 398 Zone
18 psi on pipe section without service connections
23 psi on section with service connection

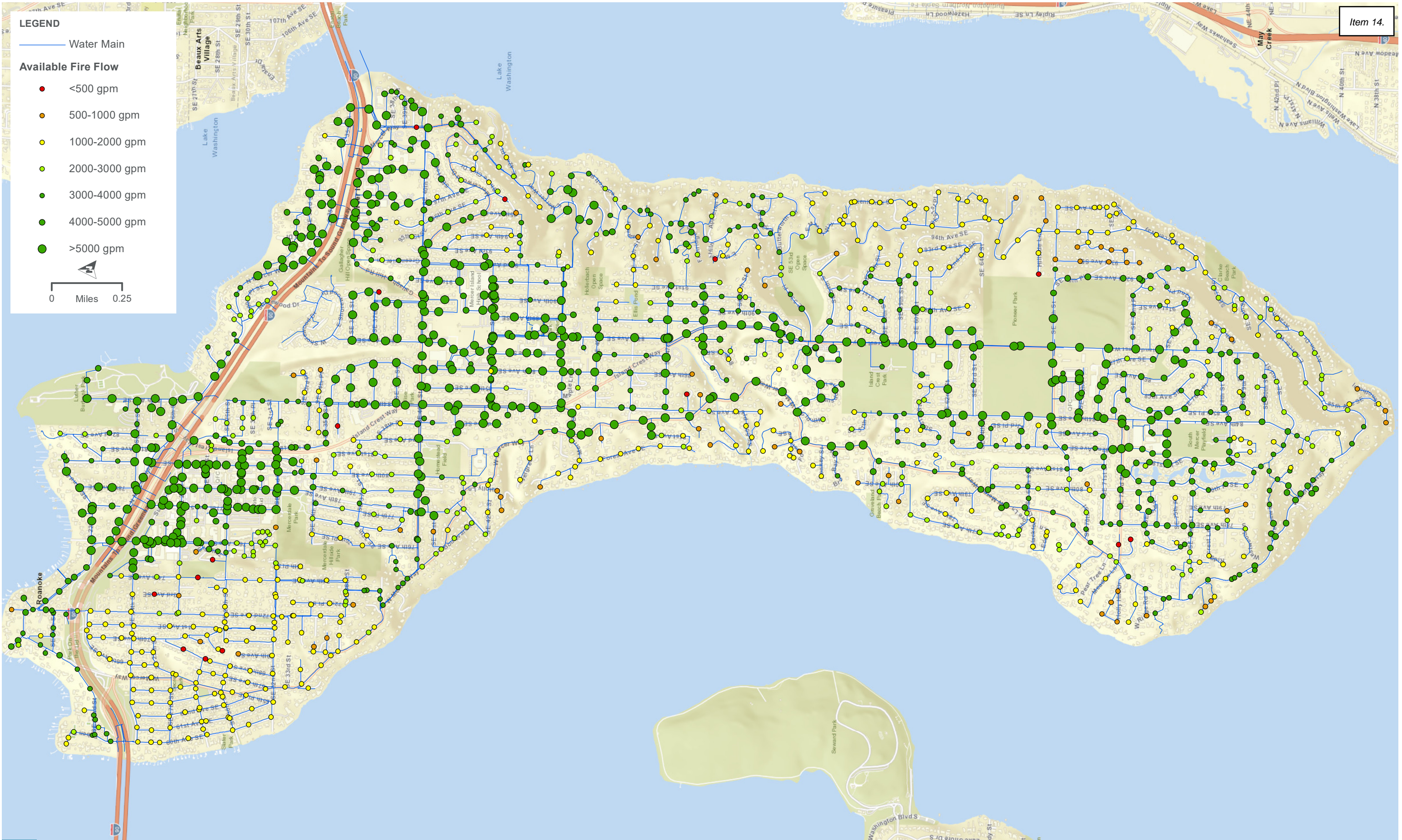
Low pressures (28 psi) in Reservoir 398 Zone pipe section without service connections

2022 PEAK HOUR DEMAND WITH 2022-2026 CIP SYSTEM PRESSURE

FIGURE D-3

LIMITED WSP UPDATE





LEGEND

— Water Main

Available Fire Flow

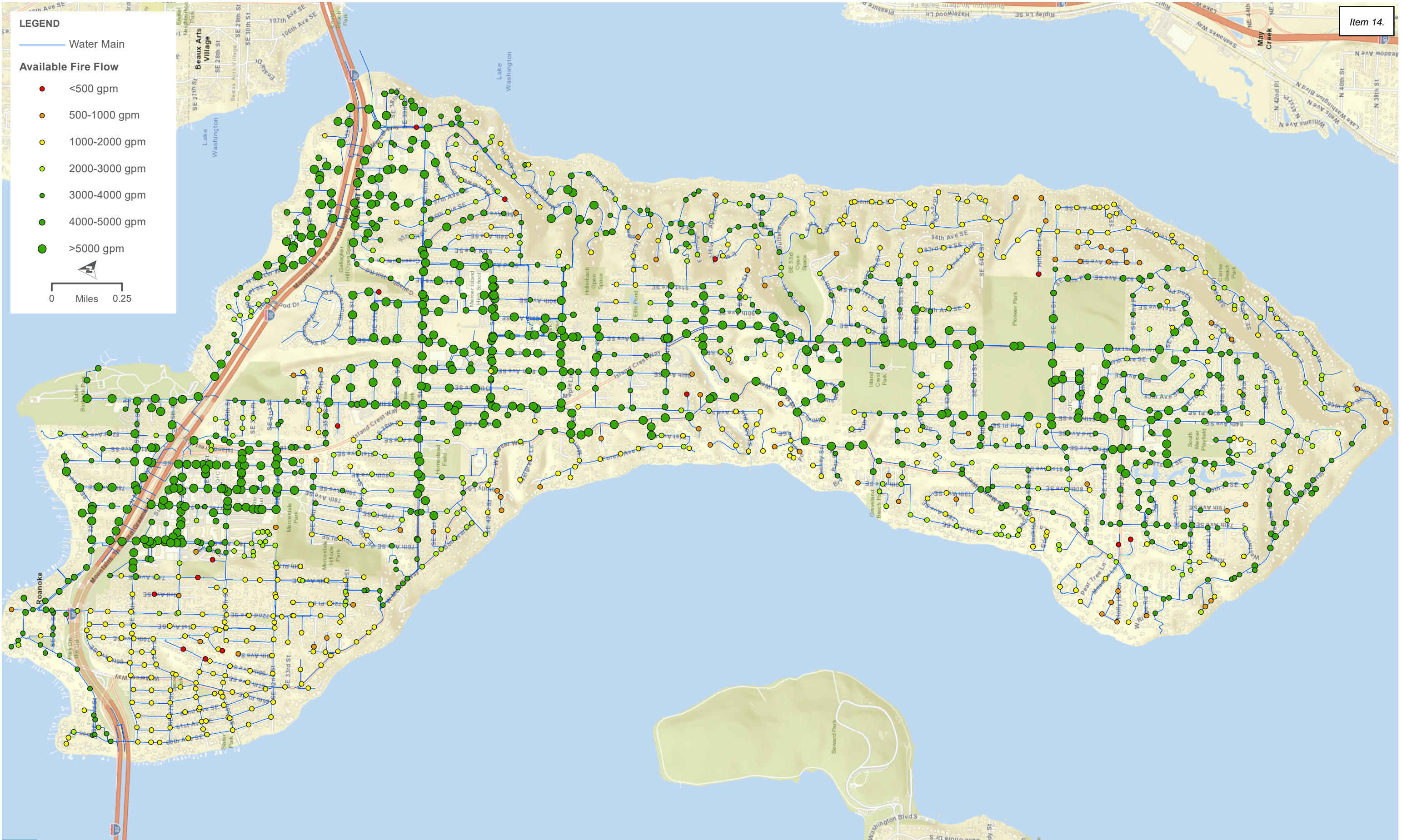
- <500 gpm
- 500-1000 gpm
- 1000-2000 gpm
- 2000-3000 gpm
- 3000-4000 gpm
- 4000-5000 gpm
- >5000 gpm

0 Miles 0.25



**2022 MAXIMUM DAY DEMAND
AVAILABLE FIRE FLOW**

FIGURE D-4



LEGEND

— Water Main

Available Fire Flow

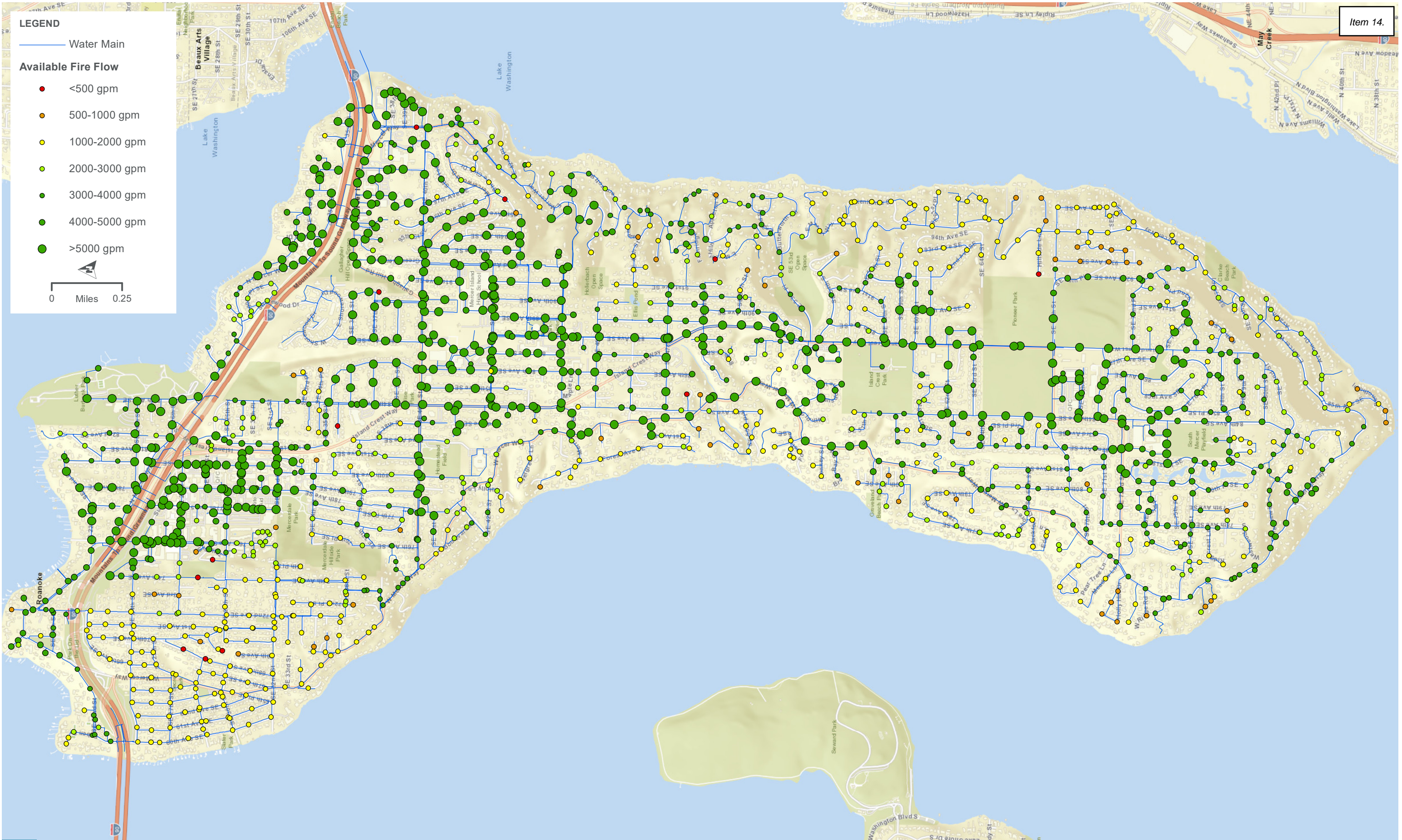
- <500 gpm
- 500-1000 gpm
- 1000-2000 gpm
- 2000-3000 gpm
- 3000-4000 gpm
- 4000-5000 gpm
- >5000 gpm

0 Miles 0.25



**2036 MAXIMUM DAY DEMAND
AVAILABLE FIRE FLOW**

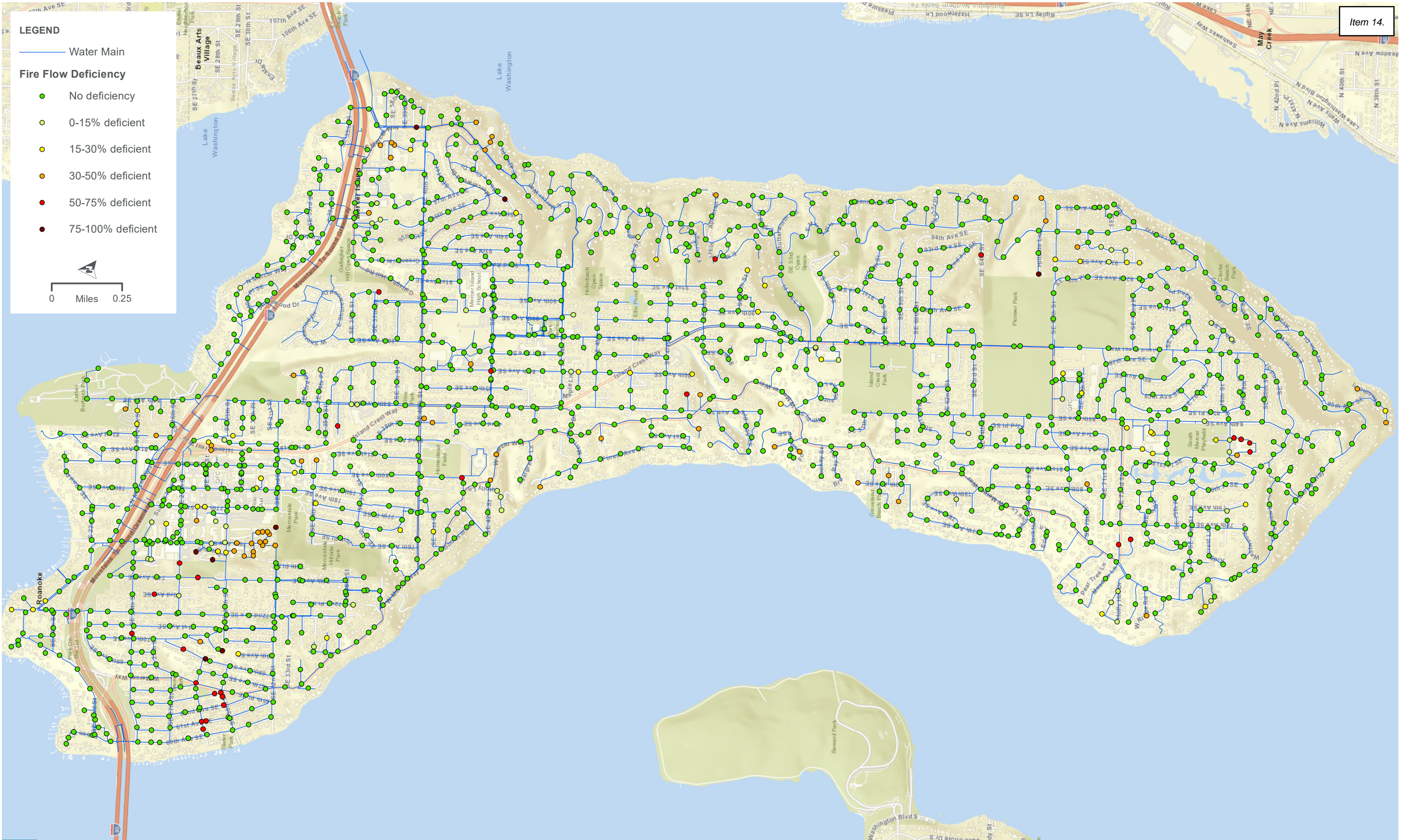
FIGURE D-5



2022 MAXIMUM DAY DEMAND WITH 2022-2026 CIP
AVAILABLE FIRE FLOW

FIGURE D-6





LEGEND

— Water Main

Fire Flow Deficiency

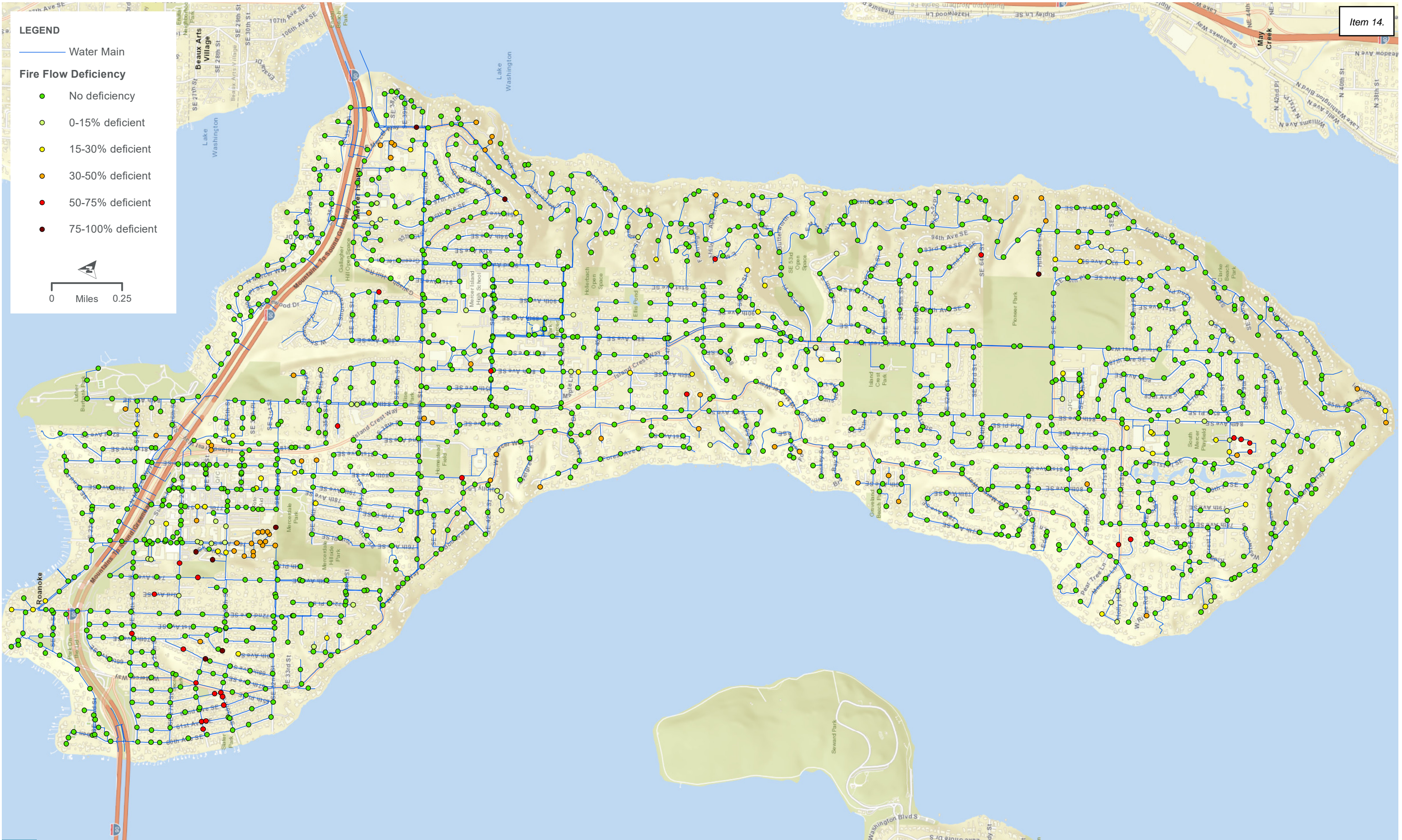
- No deficiency
- 0-15% deficient
- 15-30% deficient
- 30-50% deficient
- 50-75% deficient
- 75-100% deficient

0 Miles 0.25



**2022 MAXIMUM DAY DEMAND
FIRE FLOW DEFICIENCY**

FIGURE D-7



LEGEND

— Water Main

Fire Flow Deficiency

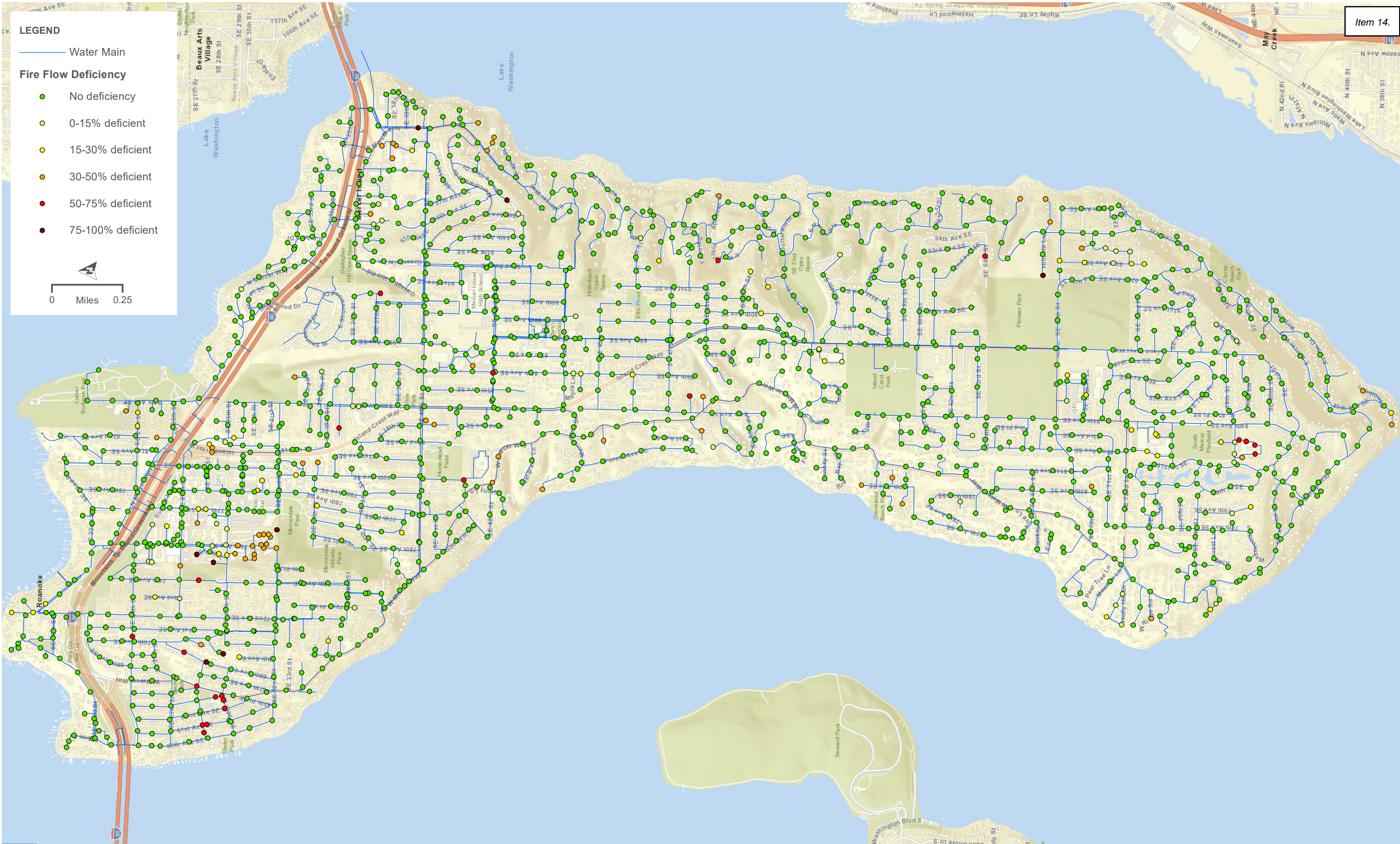
- No deficiency
- 0-15% deficient
- 15-30% deficient
- 30-50% deficient
- 50-75% deficient
- 75-100% deficient

0 Miles 0.25



**2036 MAXIMUM DAY DEMAND
FIRE FLOW DEFICIENCY**

FIGURE D-8



2022 MAXIMUM DAY DEMAND WITH 2022-2026 CIP
FIRE FLOW DEFICIENCY

FIGURE D-9



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Appendix E. Capital Improvement Program Supplemental Tables

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2023-2028 WATER CIP PROJECTS - Sub Standard Water Main Replacement Program

| YEAR | CIP ID# | RANKING # | ADDRESS | Range From | Range To | PIPE DIA. | PIPE MATERIAL | Length of Pipe (ft) |
|--|---------|-----------|---------------------------|------------------------------------|-------------------------------------|-----------|---------------|---------------------|
| 2023 | | | | | | | | |
| 2023 Water System Improvements | 96 | #54 | 60th Ave SE & SE 32nd St | SE 27th St | SE 32nd St | 6" | CI | 2,260 |
| (First Hill & NMW, SE 37th Pl, SE 41st St & SE 42nd Pl) | 86 | #57 | 2400 Block of 62nd Ave SE | SE 24th St | SE 27th St | 6" | CI | 675 |
| | 27 | #55 | 7400 Block N Mercer Way | 7414 NMW | 74th Ave SE | 6" | CI | 275 |
| | 29 | #32 | 7406 N Mercer Way | NMW | north to end of street | 4" | CI | 330 |
| | 138 | #31 | 2400 Block 73rd Ave SE | SE 24th St | north to end of street | 4" | CI | 610 |
| | 42 | #99 | 2400 Block 74th Ave SE | SE 24th St | SE 27th St | 6" | CI | 880 |
| | 41 | #217 | 2200 Block 74th Ave SE | SE 24th St | north to end of street | 4" | CI | 440 |
| | 1207 | #22 | 7600 Block SE 41st St | 76th Ave SE | 78th Ave SE | 4" | CI | 935 |
| | 272 | #37 | 7600 Block SE 37th PL | 76th Ave SE | 77th Ave SE | 4" | CI | 440 |
| | 1217 | #77 | 7800 Block SE 42nd St | Boulevard PL | Holly Lane | 4" | CI | 875 |
| TOTAL 2023 | | | | | | | | 7,720 |
| 2024 | | | | | | | | |
| 2024 Water System Improvements | 1144 | #78 | 8600 Block SE 47th St | 86th Ave SE | west of 88th Ave SE | 8" | CI | 665 |
| (SE47th, 86th Ave SE, SE 59th, & SE 72nd Pl) | | | Intersection | Stub out 77th Ave into SE 27th | | 6" | CI | 20 |
| | | | Intersection | Stub out 78th Ave into SE 27th | | 8" | CI | 20 |
| | | | Intersection | Stub out 97th AVE into SE 36th St. | | 10" | AC | 20 |
| | 1146 | #64 | 4700 Block 86th Ave SE | SE 47th St | south to end of street | 4" | CI | 490 |
| | 951 | #80 | 8800 Block SE 59th St | ICW | east to 92nd Ave SE | 6" | CI | 1,210 |
| | 563 | 66 | 7600 BLOCK SE 72ND PL | West Mercer Way | 78th ave SE | 4" | CI | 1033 |
| TOTAL 2024 | | | | | | | | 3,458 |
| 2025 | | | | | | | | |
| No work | | | | | | | | |
| TOTAL 2025 | | | | | | | | 0 |
| 2026 | | | | | | | | |
| (W Mercer Island segments between SE 37th PL and 5300 Block WMW) | 1022 | #23 | 5200 Block 82nd Ave SE | Forest Ave SE | north to hyd F3-05 | 4" | CI | 305 |
| | 1017 | #24 | 5200 Block Forest Ave SE | 82nd Ave SE | southwest to hyd F3-07 | 4" | CI | 245 |
| | 983 | #72 | 5212 W Mercer PL | WMW | north to hyd F4-19 | 4" | CI | 275 |
| TOTAL 2026 | | | | | | | | 825 |
| 2027 | | | | | | | | |
| 2027 Water System Improvements | 506 | #43 | Avalon Drive | EMW | 8370 Avalon Dr | 6" | CI | 1,980 |
| | 505 | #17 | Avalon Place | valve J4-4(8051 Avalon Dr) | northeast to end of street | 4" | CI | 425 |
| (South end of Island in Avalon neighborhood) | 500 | #28 | Benotho Pl | 85th Ave SE | end of street @hyd J4-12 | 4" | CI | 445 |
| | 502 | #27 | SE 87th St | tee @valve J4-13 | southwest to end of street | 4" & 6" | CI | 510 |
| TOTAL 2027 | | | | | | | | 3,360 |
| 2028 | | | | | | | | |
| 2028 Water System Improvements | 154 | #19 | 2800 Block 76th Ave SE | SE 27th St | SE 29th St | 6" | CI | 885 |
| (south Towncenter and north of P & R) | 205 | #60 | 2700 Block 77th Ave SE | SE 27th St | SE 29th St | 6" | CI | 900 |
| | 194 | #62 | 2700 Block 78th Ave SE | SE 27th St | SE 29th St | 8" | CI | 860 |
| | 150 | #70 | SE 29th | 74th Ave SE | 76th Ave SE | 6" | CI | 720 |
| | 71 | #62 | 8000 Block SE 22nd St | 22nd | east to hyd A3-13, south to SE 24th | 6" | CI | 860 |
| TOTAL 2028 | | | | | | | | 4,225 |

2023-2028 WATER CIP PROJECTS (AC REPLACEMENT PROGRAM)

| YEAR 2023 | CIP ID# | RANKING # | ADDRESS | Range From | Range To | PIPE DIA. | PIPE MATERIAL | Length of Pipe (ft) |
|-------------------|---------|-----------|--------------------------------------|----------------------------|--|-----------|---------------|---------------------|
| TOTAL 2023 | | | | | | | | 0 |
| 2024 | 383 | 3 | 9500 BLOCK SE 40TH ST | Greenbrier ln | 9700 block SE 40th | 6 | AC | 1190 |
| | 324 | 36 | 3900 BLOCK GREENBRIER LN | SE Gallagher Hill Rd | SE 40th st | 6 | AC | 1278 |
| | 326 | 52 | 3800 BLOCK GALLAGHER HILL RD | 3700 block Gallagher | 3900 Block Gallagher | 6 | AC | 386 |
| | 329 | 165 | 9100 BLOCK SE 36TH ST | Greenbrier ln | 92nd ave SE | 10 | AC | 233 |
| | 746 | 56 | only WMW portion, Holly hill rd | 7200 block of WMW | 7300 block WMW | 6 | CI | 305 |
| | 952 | 7 | 6000 BLOCK 90TH AVE SE | SE 60th | SE 61st | 4 | AC | 294 |
| | 905 | 40 | 8800 BLOCK SE 61ST ST | Island Crest Way | 90th ave SE | 6 | AC | 660 |
| TOTAL 2024 | | | | | | | | 4346 |
| 2025 | 418 | 1 | 4000 BLOCK 94TH AVE SE | 4000 block 94th ave se | SE 43rd st | 4 | AC | 1571 |
| | 417 | 4 | 4200 BLOCK CRESTWOOD PL | Crestwood pl | Crestwood pl | 6 | AC | 537 |
| | 409 | 8 | 4200 BLOCK 93RD AVE SE | SE 42nd st. | SE 43rd st | 4 | AC | 764 |
| | 410 | 10 | 9300 BLOCK SE 43RD ST | 92nd ave se | 94th ave se | 4 | AC | 270 |
| | 414 | 14 | 9300 BLOCK SE 43RD ST | 94th ave se | 95th ave se | 6 | AC | 1050 |
| | 411 | 29 | 4200 BLOCK 92ND AVE SE | SE 42nd st. | SE 43rd st | 6 | AC | 1402 |
| | 408 | 49 | 9200 BLOCK SE 42ND ST | 92nd ave se | 93rd ave se | 6 | AC | 339 |
| | 407 | 50 | 4000 BLOCK 93RD AVE SE-South portion | 4000 block of 93rd | SE 43rd st | 6 | AC | 770 |
| | 1496 | 38 | 9100 BLOCK SE 44TH ST | 91st ave se | 92nd ave SE | 6 | AC | 299 |
| | 1497 | 34 | 9100 BLOCK SE 44TH ST | SE 44th st | 9100 block 92nd | 6 | AC | 162 |
| | 407 | 50 | 4000 BLOCK 93RD AVE SE-Only Portion | Mercerwood Dr | 4000 block of 93rd ave se | 6 | AC | 300 |
| | 1490 | 39 | 9000 BLOCK SE 42ND ST | 90th ave se | 91st Ave SE | 6 | AC | 172 |
| | 413 | 5 | 4400 92ND AVE SE | 93rd ave se | 94th ave se | 4 | AC | 138 |
| | 1498 | 20 | 9100 BLOCK SE 43RD ST | 9100 block of SE 43 dr | 92nd ave SE | 6 | AC | 127 |
| | 412 | 15 | 4354 92ND AVE SE | 92nd ave se | 93rd ave se | 6 | AC | 218 |
| | 1495 | 2 | 4200 Block 91st Ave SE | SE 42nd st. | SE 44th st | 6 | AC | 1322 |
| TOTAL 2025 | | | | | | | | 9441 |
| 2026 | 401 | 6 | 3838 E MERCER WAY | SE 38th St | Private Rd @ 3800 block of East Mercer Way | 4 | AC | 189 |
| | 399 | 9 | 3716 E MERCER WAY | EMW | Private Rd @ 3700 block of EMW | 8 | AC | 805 |
| | 403 | 16 | 3828 E MERCER WAY | EMW | Private Rd @ 3800 block of EMW | 6 | AC | 501 |
| | 763 | 11 | 7900 BLOCK SE 67TH ST | West Mercer Way | 80th Ave SE | 6 | AC | 371 |
| | 766 | 41 | 6700 BLOCK 80TH AVE SE | SE 67th st | SE 70th st | 6 | AC | 773 |
| | 756 | 42 | 7800 BLOCK SE 70TH ST | West Mercer Way | 7800 Block SE 70th | 6 | AC | 490 |
| | 767 | 21 | 7900 BLOCK SE 70TH ST | 7800 block | 80th Ave SE | 6 | AC | 569 |
| | 768 | 35 | 7000 BLOCK 80TH AVE SE | SE 70th st | 7100 block | 6 | AC | 401 |
| TOTAL 2026 | | | | | | | | 4099 |
| 2027 | 422 | 12 | 4100 BLOCK 96TH AVE SE | 4100 Block 96th ave se | Mercerwood Dr | 6 | AC | 1038 |
| | 421 | 13 | 9700 BLOCK MERCERWOOD DR | 96th Ave SE | Shoreclub Dr | 6 | AC | 960 |
| | 428 | 44 | 4200 BLOCK SHORECLUB DR | Mercerwood Dr | 4200 block of ShoreClub Dr | 6 | AC | 499 |
| | 427 | 45 | 4200 BLOCK SHORECLUB DR | Mercerwood Dr | Shoreclub Dr | 6 | AC | 183 |
| | 425 | 46 | 4200 BLOCK SHORECLUB DR | 4200 block of ShoreClub Dr | 4300 Block of Shoreclub Dr | 6 | AC | 743 |
| | 423 | 47 | 4000 BLOCK 97TH AVE SE | SE 40th St | Mercerwood Dr | 6 | AC | 1018 |
| | 424 | 68 | 4200 BLOCK SHORECLUB DR | 4300 Block of Shoreclub Dr | 95th Ave SE | 2 | Steel | 160 |
| | 415 | 48 | 4200 BLOCK 95TH AVE SE | Mercerwood Dr | SE 43rd st | 6 | AC | 631 |
| TOTAL 2027 | | | | | | | | 5232 |
| 2028 | 376 | 58 | 9655 SE 36TH ST (CELL 13) | SE 36th St | SE 40th St | 10 | AC | 1200 |
| | 379 | 164 | 9700 BLOCK SE 40TH ST | 97th Ave SE | East Mercer Way | 10 | AC | 1413 |
| | 320 | 73 | 9100 BLOCK SE 40TH ST | (Shorewood Service line) | | 10 | AC | 8 |
| TOTAL 2028 | | | | | | | | 2621 |



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

**AB 6155
September 20, 2022
Regular Business**

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|---|
| TITLE: | AB 6155: ARCH 2023 Work Plan and Budget Approval | <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 ARCH 2023 Work Plan and Administrative Budget. | |

| | |
|-------------------------------|---|
| DEPARTMENT: | Community Planning and Development |
| STAFF: | Jeff Thomas, Interim CPD Director Alison Van Gorp, Deputy CPD Director |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. ARCH 2023 Work Plan and Budget |
| 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 provide the City Council with an overview of A Regional Coalition for Housing’s (ARCH) 2023 budget and work plan. The [ARCH interlocal agreement](#) (ILA) requires each member jurisdiction to approve the budget and work plan each year.

- ARCH is an intergovernmental coalition of 15 cities and King County focused on affordable housing.
- The member jurisdictions collectively fund ARCH’s operations as well as the Housing Trust Fund.
- In 2023, ARCH’s work plan includes priorities such as assisting member jurisdictions with preparing housing needs assessments, developing updates to housing elements as a part of the required 2024 periodic update to compressive plans, and strategic planning.
- The 2023 ARCH budget totals \$1,874,248, of which Mercer Island is asked to contribute \$69,646. City staff estimate that the City’s 2024 ARCH budget contribution will be \$73,825.
- The City also contributes to the ARCH Housing Trust Fund each year to support development of affordable housing in East King County. Preliminary budget numbers for 2023-2024 include \$35,000 annually for the Housing Trust Fund, pending City Council’s review and approval.
- If the City Council approves the 2023 budget and work plan, the appropriate funds will be included in the City’s 2023-2024 Preliminary Biennial Budget.

BACKGROUND

ARCH was created in 1992 by an Interlocal Agreement. Member jurisdictions include Beaux Arts Village, Bellevue, Bothell, Clyde Hill, Hunts Point, Issaquah, Kenmore, King County, Kirkland, Medina, Mercer Island, Newcastle, Redmond, Sammamish, Woodinville, and Yarrow Point. By participating in ARCH, member jurisdictions are part of a joint and cooperative undertaking to collectively plan for and provide affordable housing in East King County communities. Under the terms of the ARCH Interlocal Agreement, each member city must approve the ARCH Administrative Budget and Work Program annually.

Mercer Island contributes annually to ARCH to provide administrative support for the organization's housing activities. The coordinated approach used by ARCH provides for an efficient use of resources in fulfilling each member's obligations under the Washington State Growth Management Act (GMA) to make adequate provisions for the existing and projected housing needs of all economic segments of the community (RCW 36.70A.070(2)(d)), as well as in sharing resources with regional partners in the provision and administration of affordable housing.

The ARCH Housing Trust Fund (HTF) enables the member jurisdictions to pool resources to directly fund affordable housing development and preservation projects. The HTF typically funds projects that create housing that is affordable for households earning 60% area median income or less.

Mercer Island also receives direct support from ARCH staff in implementing affordable housing policies and programs locally, including monitoring of the affordable units created through the incentive program in Town Center. In addition, with the onset of work on the periodic update to the Comprehensive Plan earlier this year, ARCH staff have provided substantial support in terms of research and data analysis for the Housing Needs Assessment that will inform our update of the Housing Element. Over the next year, ARCH will continue to provide support in interpreting the results of the Housing Needs Assessment and developing updated goals and policies in the Housing Element.

ARCH Organizational Improvements

Consultant reports in 2019 and 2021, by Street Level Advisors and Cedar River Group respectively, have called attention to the need to grow ARCH staff capacity to continue to provide support and oversight as the portfolio of affordable units under ARCH's stewardship continues to grow and the needs of member jurisdictions expand. The ARCH Executive Board has taken a measured approach to responding to the consultant recommendations, adding staff capacity through a phased approach that balances the need for additional staff capacity with the member jurisdictions' budgetary realities. In response to the 2019 findings, in mid-2019 the ARCH staff was expanded by 2.0 FTEs to provide more capacity to oversee ARCH's large portfolio of rental and homeownership units.

Likewise, in 2022 an additional 2.0 FTEs were added to support the planning activities and projects that member cities have undertaken and to address the increasing number and complexity of projects ARCH is participating in. Now, going into 2023, the ARCH Executive Board has recommended the addition of another 2.0 FTE to add positions that will ensure adequate capacity and support among the staff responsible for administering local housing programs, including the ARCH Homeownership Program, ARCH Rental Program and all local Incentive Programs.

With this measured approach in mind, the 2023 Work Program includes a strategic planning process intended to look at ARCH's longer-term trajectory in terms of continued growth and staff capacity needs, including an evaluation of member jurisdictions needs around policy and planning support.

Planning for Upcoming GMA Affordable Housing Targets

In addition to the regular work that ARCH staff do to create and steward affordable housing and provide policy and planning support to member jurisdictions, in 2023 and 2024 it is anticipated there will be a greater need for member jurisdiction support related to the required GMA periodic update to comprehensive plans as well as the new requirements related to affordable housing arising from legislation passed in the 2021 legislative session ([HB 1220](#)). To address this need, the ARCH Executive Board authorized use of ARCH reserves to hire an on-call consultant to provide additional capacity and technical expertise. ARCH staff and member jurisdiction staff have begun discussion of a collaborative, sub-regional approach to achieving the affordability targets now required under GMA. This work will continue through 2023 and beyond.

ISSUE/DISCUSSION

ARCH 2023 BUDGET AND WORK PROGRAM

Administrative Budget

Each year, the ARCH Executive Board develops and approves a work program and administrative budget that is advanced to member councils for approval (Exhibit 1). The administrative budget supports the staffing and other costs associated with implementing the 2023 work program (summarized below).

The 2023 ARCH Administrative Budget continues the phased expansion of staffing capacity that began in 2019. The 2023 budget totals \$1,874,248 which is a 26% increase over the 2022 budget (see Exhibit 1, page 9). This increase is largely related to a 2.0 FTE increase in staffing described above. Each ARCH member pays a share of the administrative budget and member contributions have increased accordingly in this budget. The member contributions are divided into two categories. The “base” contributions represent the share of the base operating budget that each member contributes, based on population. The “additional” contributions are paid by members that utilize ARCH services to support the operation and monitoring of a local affordable housing incentive program, based on the number of housing units currently in the program. Mercer Island currently has 13 units in the affordable housing incentive program (located in the Hadley Apartments). Since our portfolio is currently small, our contribution here is at the minimum level.

In 2023, Mercer Island’s share of the base operating budget is \$66,496. In addition, Mercer Island’s share of the additional dues to support the housing incentive program is \$3,150. Thus, the total Mercer Island contribution to the 2023 ARCH operating budget is \$69,646, or 3.7% of the total budget. This represents a 26% increase over the 2022 budget contribution.

Housing Trust Fund (HTF) Budget

In addition to providing administrative support to ARCH, the City also contributes to the HTF to directly support the creation of affordable housing. These contributions play an important role in helping to meet the rapidly growing demand for affordable housing in East King County.

Mercer Island’s contributions to the ARCH HTF come from the City’s General Fund, designated to ARCH for the purpose of creating affordable housing. The City contributed \$96,000 in 2018, \$50,000 in 2019, \$33,768 in 2020 and \$35,000 in both 2021 and 2022. Funds contributed to the HTF are held in a centralized account at the City of Bellevue and earn interest. In 2021, the HTF provided \$5 million to 3 affordable housing projects in East King County.

Work Program

The ARCH Work Program (see Exhibit 1, page 11) was adopted in June 2022 by the ARCH Executive Board and includes the following priorities for 2023:

- **Provide a housing needs analysis** for all member cities in support of Comprehensive Plan Updates
- Support analysis to show how Comprehensive Plans can **accommodate the range of housing needs** required in the Growth Management Act and Countywide Planning Policies
- **Report on measurable goals** for production and preservation of affordable housing in the ARCH region
- Facilitate and advance proposals for **dedicated revenue sources** for affordable housing in East King County
- Continue to **expand ARCH's capacity** to accomplish its broader mission
- Develop **compliance tools** to meet evolving program needs, and continue to provide excellent **stewardship** of affordable housing assets
- Develop and implement policies to **reduce cost burden** in affordable housing
- Seek opportunities to **advance projects and programs with high potential impact** and facilitate projects in the pipeline with available resources
- Develop a **strategic planning process** to guide the ARCH coalition into the future

The ARCH Work Program includes five core areas of work, summarized below:

I. AFFORDABLE HOUSING INVESTMENT

Managing the HTF program, including providing technical assistance to prospective applicant projects and coordinating with other public and private funders. Special projects including transit-oriented development, utilization of surplus properties, supporting efforts to expand shelter capacity, preservation of at-risk affordable housing and investing in predevelopment analysis of potential projects.

II. HOUSING POLICY AND PLANNING

Assisting member cities with housing policy and planning, including Housing Element updates and Housing Strategy Plans, as well as coordinating inter-local, regional and state planning and legislative activities.

III. HOUSING PROGRAM IMPLEMENTATION

Administering local housing incentive and inclusionary programs, including development agreements, multi-family tax exemption (MFTE) programs, inclusionary requirements and voluntary density bonus programs Long-term monitoring and oversight of rental and homeownership housing, including enforcement of affordability requirements, resale restrictions and owner-occupancy requirements. This includes continued implementation of recommendations from the 2019 consultant assessment.

IV. EDUCATION AND OUTREACH

Hosting public events, providing information to the public and engaging communities in understanding and supporting affordable housing efforts. Providing assistance to community members seeking affordable housing, including maintaining a list of interested households and advertising available housing opportunities to the list. Identifying underserved communities and working to increase access to affordable housing for these communities.

V. **ADMINISTRATION**

Maintaining cost effective administration of ARCH's programs and services. In 2021 this will also include an organizational assessment of ARCH's structure, staffing and capital resources to assess options for expanding organizational capacity.

The ARCH Work Program also includes capacity to assist member city staff with local planning efforts, which is outlined in Attachment A (Exhibit 1, page 14). In 2023, ARCH will support Mercer Island by:

- Assisting staff with understanding and synthesizing the Housing Needs Analysis findings with housing-related requirements under the Countywide Planning Policies and the Growth Management Act.
- Providing input and assistance in the development of updated housing goals and policies for the City's Comprehensive Plan periodic update.

NEXT STEPS

The City's 2023-2024 Preliminary Biennial Budget is currently under development. In the preliminary budget, staff have allocated the following placeholders for the ARCH administrative and housing trust fund budgets:

- \$69,646 for 2023 and \$73,825 for 2024 for the ARCH Administrative Budget (The 2024 contribution assumes a 6% inflationary increase over the 2023 contribution).
- \$35,000 annually for the ARCH Housing Trust Fund for 2023 and 2024.

The preliminary budget will be published at the end of September. City Councilmembers may propose amendments to this budget as a part of the deliberation process this fall.

RECOMMENDED ACTION

Approve the ARCH 2023 Work Plan and Budget.



Together Center Campus
16307 NE 83rd St, Suite 201
Redmond, WA 98052
(425) 861-3677

MEMORANDUM

Date: August 19, 2022
From: Lindsay Masters, ARCH Director
To: ARCH Member Councils
Subject: ARCH 2023 Budget and Work Program

This year marks the thirtieth anniversary of the founding of A Regional Coalition for Housing (ARCH). Conceived as an innovative approach to advancing affordable housing, the collaboration among local jurisdictions through ARCH has had a profound impact on creating access to housing opportunities for thousands of low and moderate-income households in our region. We are proud to celebrate these successes while also looking ahead to the important work in front of us. This memo provides an overview of ARCH's 2023 recommended Budget and Work Program.

2023 Administrative Budget and Work Program

As the need for affordable housing grows greater each year, the ARCH Executive Board has taken a thoughtful, phased approach to the expansion of ARCH's capacity to steward the increasing number of local housing programs adopted by member jurisdictions. The proposed 2023 Budget and Work Program continues to focus new capacity on essential program administration functions, while looking to next year for a deeper evaluation of needs around policy and planning support among members.

Administrative Budget Highlights

- A net two new FTEs will be added to ensure adequate capacity and support among the staff responsible for administering local housing programs, including the ARCH Homeownership Program, ARCH Rental Program and all local Incentive Programs.
- New costs are allocated within base member dues, which are assessed on a per capita basis for member cities. King County dues are increased from 2022 levels based on the overall increase in the budget.
- To address the near-term need for expanded planning support during Comprehensive Plan updates, the Board authorized use of ARCH reserves to hire an on-call consultant throughout the year.

Work Program Highlights

ARCH's Work Program provides for core services in five key areas: affordable housing investment, housing policy and planning, housing program administration, education and outreach, and general administration. In addition, the Work Program details specific support requested by individual member jurisdictions based on local housing plans and initiatives.

Following is a description of the priorities identified by the Board for ARCH's Work Program in 2023:

- Provide a housing needs analysis for all member cities in support of Comprehensive Plan Updates. ARCH has already begun to compile a comprehensive set of data on local housing supply, population characteristics, cost burden among various demographic groups, income-restricted housing and more. This information will be available for all jurisdictions to support Comprehensive Plan Updates currently underway.
- Support analysis to show how Comprehensive Plans can accommodate the range of housing needs required in the Growth Management Act (GMA) and Countywide Planning Policies (CPPs). As new requirements and guidance emerge for meeting local housing needs, ARCH will support analysis of housing policies and strategies and facilitate coordination among member planning staff.
- Report on measurable goals for production and preservation of affordable housing in the ARCH region. ARCH continues to maintain and expand its data on the production and preservation of affordable housing within member jurisdictions. This will create a reliable data source for ongoing reporting requirements under the GMA and CPPs, as well as reporting on locally adopted housing goals.
- Facilitate and advance proposals for dedicated revenue sources for affordable housing in East King County. ARCH has begun early outreach to member elected officials with the goal of developing consensus on one or more revenue options to create a stable, long-term funding source for developing affordable housing across our region. The ARCH Board will continue to guide further discussions and facilitate coordination of shared priorities and potential legislative advocacy on this topic.
- Continue to expand ARCH's capacity to accomplish its broader mission. The recommended staffing levels starting in 2023 will ensure that our capacity grows alongside the growth in local housing programs, as the ARCH Board looks ahead to evaluating other areas of need in the coming years.
- Develop compliance tools to meet evolving program needs, and continue to provide excellent stewardship of affordable housing assets. As in recent years, new staff capacity is prioritized for program administration and stewardship of assets created

through local housing programs. As these programs grow and change, ARCH will seek to create compliance and monitoring tools that adapt to evolving regulations among member cities, while continuing to maintain a user-friendly interface for developers, property managers, tenants, homebuyers and homeowners.

- Develop and implement policies to reduce cost burden in affordable housing. In response to the dramatic increases in allowable rent under current local housing programs this year, ARCH will work with member staff to conduct a stakeholder process to create policies that aim to provide more reasonable and sustainable rates of rent increases within affordable housing.
- Seek opportunities to advance projects and programs with high potential impact and facilitate projects in the pipeline with available resources. ARCH continues to guide the allocation of local resources for maximum benefit to the region, finding opportunities to leverage local funds and increasingly facilitating larger-scale affordable development opportunities. ARCH will also continue to serve as a strategic advisor to members and community groups seeking to advance significant projects on public land or in other key locations.
- Develop a strategic planning process to guide the ARCH coalition into the future. Building on other recent evaluations of ARCH's organizational capacity that recognized the vastly greater housing needs in the community, the ARCH Board will develop a process aimed at evaluating ARCH's structure, resources and other foundational aspects of the organization, to identify any changes needed to further advance ARCH's mission, values and Work Program.

Conclusion

Our coalition has built an impressive track record and list of accomplishments over the last thirty years. These successes put us in a strong position to tackle new challenges and strengthen our commitment to creating affordable and diverse housing choices in our community. We look forward to continuing our partnership and supporting all our members to contribute to needed solutions in the years to come.

Attachments:

1. 2023 ARCH Administrative Budget
2. 2023 ARCH Work Program

2023 ARCH Administrative Budget

Final Recommended Budget (June 2022)

| | 2022 Recommended Budget | Final 2023 Budget | % Change |
|---|-------------------------|---------------------|-------------|
| I. TOTAL EXPENSES | \$ 1,490,462 | \$ 1,874,248 | 26% |
| A. Personnel | \$ 1,307,088 | \$ 1,717,777 | 31% |
| Salary and Benefits - Existing 9 FTEs | \$ 1,307,088 | \$ 1,448,850 | 11% |
| Salaries | \$ 982,646 | \$ 1,090,881 | |
| Benefits | \$ 324,443 | \$ 357,969 | |
| New Staff Salary and Benefits | | \$ 268,927 | |
| B. Operating | \$ 86,394 | \$ 103,142 | 19% |
| Rent & Utilities | \$ 24,780 | \$ 38,117 | |
| Telephone | \$ 6,145 | \$ 7,518 | |
| Travel/Training | \$ 2,600 | \$ 2,600 | |
| Auto Mileage | \$ 3,000 | \$ 3,000 | |
| Postage/Printing Costs | \$ 2,500 | \$ 2,600 | |
| Office Supplies/Furnishing | \$ 4,353 | \$ 5,027 | |
| Internet/Website Fees | \$ 3,090 | \$ 3,214 | |
| Periodical/Membership | \$ 11,400 | \$ 11,400 | |
| Misc. (events, job posting fees, etc.) | \$ 2,000 | \$ 2,080 | |
| Equipment Replacement | \$ 7,000 | \$ 7,280 | |
| Database/software licensing | \$ 19,526 | \$ 20,307 | |
| C. In-Kind Admin/Services | \$ 26,980 | \$ 28,329 | 5% |
| Insurance | \$ 15,000 | \$ 15,750 | |
| IT Services | \$ 11,980 | \$ 12,579 | |
| D. Grants and Consultant Contracts | \$ 70,000 | \$ 25,000 | -64% |
| Consultant Contracts | \$ 20,000 | \$ 25,000 | |
| Special Projects/Programs - RAHTF Support | \$ 50,000 | | |

| | 2022 Recommended Budget | | | Final 2023 Budget | | | % Change |
|--|-------------------------|--|---|---------------------|--|---|------------|
| | | City Per Capita \$2.04 KC Per Capita \$1.70 | Add'l \$0.35 Per Capita or \$3k minimum | | City Per Capita \$2.58 KC Per Capita \$2.16 | Add'l \$0.36 Per Capita or \$3k minimum | |
| II. TOTAL INCOME | \$1,490,462 | | | \$ 1,874,248 | | | |
| A. Member Contributions | \$1,334,162 | \$1,204,162 | \$130,000 | \$ 1,687,043 | \$ 1,550,543 | \$ 136,500 | 26% |
| TOTAL | | | ADD'L | | | | |
| Beaux Arts Village | \$2,060 | \$2,060 | | \$ 2,653 | \$ 2,653 | | 29% |
| Bellevue | \$344,457 | \$293,949 | \$50,508 | \$ 429,021 | \$ 376,377 | \$ 52,644 | 25% |
| Bothell | \$93,127 | \$93,127 | \$0 | \$ 119,461 | \$ 119,461 | \$ - | 28% |
| Clyde Hill | \$6,777 | \$6,777 | | \$ 8,653 | \$ 8,653 | | 28% |
| Hunts Point | \$2,060 | \$2,060 | | \$ 2,653 | \$ 2,653 | | 29% |
| Issaquah | \$90,561 | \$77,282 | \$13,279 | \$ 113,628 | \$ 99,685 | \$ 13,943 | 25% |
| Kenmore | \$49,257 | \$46,257 | \$3,000 | \$ 62,304 | \$ 59,154 | \$ 3,150 | 26% |
| Kirkland | \$213,344 | \$182,061 | \$31,283 | \$ 267,567 | \$ 234,734 | \$ 32,833 | 25% |
| Medina | \$6,650 | \$6,650 | | \$ 8,455 | \$ 8,455 | | 27% |
| Mercer Island | \$55,264 | \$52,264 | \$3,000 | \$ 69,646 | \$ 66,496 | \$ 3,150 | 26% |
| Newcastle | \$26,918 | \$23,918 | \$3,000 | \$ 34,255 | \$ 31,105 | \$ 3,150 | 27% |
| Redmond | \$156,381 | \$133,451 | \$22,930 | \$ 199,499 | \$ 175,019 | \$ 24,480 | 28% |
| Sammamish | \$134,651 | \$131,651 | \$3,000 | \$ 171,231 | \$ 168,081 | \$ 3,150 | 27% |
| Woodinville | \$25,207 | \$25,207 | \$0 | \$ 33,578 | \$ 33,578 | \$ - | 33% |
| Yarrow Point | \$2,447 | \$2,447 | | \$ 3,484 | \$ 3,484 | | 42% |
| King County | \$125,000 | \$125,000 | | \$ 160,957 | \$ 160,957 | | 29% |
| Bellevue Detail | \$ 344,457 | | | \$ 429,021 | | | 25% |
| Cash Contributions | \$ 141,353 | | | \$ 215,762 | | | |
| In-Kind Contributions | \$ 203,103 | | | \$ 213,259 | | | |
| Personnel | \$ 176,123 | | | \$ 184,930 | | | |
| Insurance | \$ 15,000 | | | \$ 15,750 | | | |
| IT Services | \$ 11,980 | | | \$ 12,579 | | | |
| B. Other Income | \$ 156,300 | | | \$ 187,205 | | | 20% |
| Homeownership Program Fees | \$ 150,000 | | | \$ 185,000 | | | |
| Existing Administrative Fees | \$ 4,200 | | | \$ - | | | |
| Interest Earned | \$ 2,100 | | | \$ 2,205 | | | |
| III. RESERVES, CONTINGENT INCOME AND EXPENSES | | | | | | | |
| <i>Note: This section expresses intended use of any excess revenues above levels needed to cover basic operating costs, including any agreement by an ARCH member to fund work under section 13 of the ARCH Interlocal Agreement</i> | | | | | | | |
| A. Contingent Expenses | | | | | | | |
| Replenish operating reserves | \$ - | | | \$ 100,000 | | | |
| Staffing/Administrative Expenses | \$ 150,000 | | | \$ 150,000 | | | |
| Other Services/Consulting | \$ 150,000 | | | \$ 300,000 | | | |
| B. Contingent Revenue | | | | | | | |
| Excess Administrative Fees | \$ 150,000 | | | \$ 100,000 | | | |
| Service Fees | \$ 150,000 | | | \$ 50,000 | | | |
| Grant Funding | | | | \$ 300,000 | | | |
| Board-Approved Reserves | | | | \$ 100,000 | | | |

ARCH WORK PROGRAM: 2023

2023 Priorities

In 2023, ARCH will elevate the following priorities in its Work Program:

- Provide a housing needs analysis for all member cities in support of Comprehensive Plan Updates
- Support analysis to show how Comprehensive Plans can accommodate the range of housing needs required in the Growth Management Act and Countywide Planning Policies
- Report on measurable goals for production and preservation of affordable housing in the ARCH region
- Facilitate and advance proposals for dedicated revenue sources for affordable housing in East King County
- Continue to expand ARCH's capacity to accomplish its broader mission
- Develop compliance tools to meet evolving program needs, and continue to provide excellent stewardship of affordable housing assets
- Develop and implement policies to reduce cost burden in affordable housing
- Seek opportunities to advance projects and programs with high potential impact and facilitate projects in the pipeline with available resources
- Develop a strategic planning process to guide the ARCH coalition into the future

I. AFFORDABLE HOUSING INVESTMENT

A. ARCH Housing Trust Fund

Parity Goals. Develop updated goals for member investments through the ARCH HTF.

Annual Funding Round. Develop funding priorities and evaluation criteria for the annual funding round. Advertise available funds and manage a competitive process on behalf of member cities. Review funding applications and develop recommendations through the Community Advisory Board (CAB), with input from member staff. Develop final recommendations by the ARCH Executive Board and facilitate final funding allocations through member councils.

Public Funding Coordination. Work collaboratively with public funders at the State and local levels to promote shared affordable housing goals and equitable geographic distribution of resources. Review and provide input to other funders for Eastside projects that apply for County (HOF, RAHP, HOME, TOD, etc.) and State (Tax Credit, State Housing Trust Fund) resources. Provide input to the King County Joint Recommendations Committee (JRC) on behalf of participating Eastside jurisdictions. Assist N/E consortium members with evaluating and making a recommendation to the County regarding CDBG allocations to affordable housing.

Private Funding Coordination. Work with private investors and lenders to maximize leverage of public investment into affordable housing. Negotiate maximum public benefits from investment of housing funds into private projects. Engage with Enterprise Community Partners and other investors on the potential extension of the Regional Equitable Development Initiative (REDI) Fund. Complete implementation of a Bridge Financing Pilot in partnership with Microsoft.

Project Pipeline Management. Work with member cities and project sponsors to develop a robust pipeline of projects to be funded over the next five years (see related work on Transit Center sites, below). Actively vet

potential HTF projects, and lead funding policy and prioritization discussions with the ARCH Executive Board to facilitate planning and decision-making.

Contract Development and Administration. Prepare contract documents in consultation with legal counsel and facilitate approval of contracts with the Administering Agency. Review and approve disbursement of funds to awarded projects in accordance with executed contracts.

Centralized Trust Fund Reporting. Work with Administering Agency (Bellevue) to maintain records and produce regular financial reports for the ARCH Trust Fund accounts. Update internal policies and procedures regarding records maintenance efforts coordinated with the Administering Agency.

HB 1406 Sales Tax. Develop systems and procedures to manage contributions, commitments and expenditures of pooled sales tax revenue authorized by HB 1406. Work with the Department of Commerce to ensure timely and complete reporting in compliance with state requirements.

B. Special Projects and Other Local Housing Investments

Local Housing Investments. Provide strategic policy support and administrative capacity to cities making other investments in housing, for example with fee in lieu funds, dedicated sales tax funds, pass through of state grant funds or other sources directed by individual cities. Ensure coordination with regional funding processes to maximize affordable housing outcomes.

Transit-Oriented Development Sites. Assist cities with advancing and coordinating affordable housing projects near transit. Partner with Sound Transit, King County Metro and other public agencies to maximize opportunities on public property. Current opportunities include sites in Bel-Red, Overlake, Downtown Redmond, Issaquah, Kirkland, Bothell, and Kenmore.

Surplus Property/Underdeveloped Property. Assist with evaluation of public surplus or underutilized private property (e.g., faith community properties) for suitability of affordable housing. Provide technical assistance to property owners interested in supporting affordable housing. Develop an inventory of promising public and nonprofit property and begin to engage owners to gauge interest in disposition for housing.

Eastside Shelter Capacity. Support efforts by Eastside shelter providers, Eastside Human Services Forum, the King County Regional Homelessness Authority and member cities to implement an East King County sub-regional strategic approach to shelter and related services for homeless adults and families. Support the construction of a permanent year-round men's shelter, and support efforts by member jurisdictions to fund long-term operations of shelter for men, women, families, youth and young adults.

Preservation of At-Risk Affordable Housing. Work with member cities to facilitate acquisitions or other strategies to preserve existing housing where affordability is at risk of being lost, including at-risk manufactured housing communities. As needed, assist with responding to notices of sale of HUD assisted properties received by member cities, or other information indicating an impending loss of existing affordable housing.

Strategic Predevelopment Investment. With approval of the Executive Board, invest in predevelopment studies to investigate feasibility of special projects.

II. HOUSING POLICY AND PLANNING

A. Local Policy, Planning and Code Development

ARCH provides assistance directly to member cities on a range of local planning efforts. Local planning efforts with individual member cities may be found in *Attachment A*. These efforts may take different forms, such as:

- **Housing Element Updates.** Work with members to update comprehensive plan housing elements.
 - Assist with understanding and complying with new housing-related requirements under the Growth Management Act and Countywide Planning Policies.
 - Prepare an east King County housing needs analysis with focused analyses for each city—including projected affordable housing needs—to fulfill GMA requirements.
 - Coordinate local and ARCH affordable housing goals with King County Affordable Housing Committee and Countywide Planning Policies.
 - Assist with policy writing, outreach, presentations, etc. as needed.
- **Housing Strategy and Action Plans.** Assist members to prepare housing strategies to implement housing elements and create council work plans. Cities with completed or ongoing strategy and action plans include Bellevue, Issaquah, Kenmore, Bothell, Kirkland, Redmond, and Sammamish.
- **Incentive Program Design.** Provide economic analysis and policy and program development support to design housing incentive programs, including land use, property tax, impact fee waivers, parking reductions and other incentives.
- **Land Use Code Amendments.** Assist city staff on land use and other code amendments in order to implement comprehensive plan policies.
- **Other Support.** Other areas in which ARCH could provide support to member cities include preservation of valuable community housing assets, assistance to households displaced by development activity, review of tenant protection regulations, or negotiation of agreements for specific development proposals. ARCH views this as a valuable service to its members and will continue to accommodate such requests to the extent they do not jeopardize active work program items.

B. Inter-Local / Eastside Planning Activities

Interlocal planning activities are coordinated by ARCH for the benefit of multiple members.

ARCH Regional Affordable Housing Goals and Reporting. Work with member staff and the ARCH Executive Board to report on adopted goals for production and preservation of affordable housing across ARCH member communities. Utilize data methodologies consistent with the requirements of GMA and Countywide Planning Policies.

Tenant Protection Policies. Share information and help identify common policy priorities relating to tenant protections. Facilitate consideration of local regulations by ARCH members and help to encourage consistent protections for renters across the region that reduce evictions and economic displacement.

Long-Term Funding/Dedicated Revenue Strategy. Continue work on a long-term funding strategy for the ARCH Trust Fund. Facilitate conversations with member cities on identifying and exploring dedicated sources of revenue for affordable housing at the local and regional level (e.g., REET, property tax levy, commercial linkage fee, etc.). Provide relevant data and develop options for joint or individual revenue approaches across

ARCH member cities and determine any shared state legislative priorities to authorize local options for funding.

Eastside Housing Data Analysis and Planning for GMA Housing Requirements. On an annual basis, provide local housing and demographic data as available. Make information available to members for planning efforts and incorporate into ARCH educational materials. Facilitate and encourage members to collaborate in addressing new GMA/CPH housing requirements so that the affordable and special housing needs across east King County are addressed.

Housing Diversity/Middle Housing. Continue to support a diversity of housing options among member cities:

- “Missing Middle” Housing: Facilitate sharing of best practices for encouraging a greater diversity of housing types in single family/low density neighborhoods, including duplexes, triplexes, etc. Assist members’ efforts to utilize planning grants for middle housing analysis, policy and code development.
- Help jurisdictions develop strategies and codes to address emerging housing types, like micro-housing, small efficiency dwelling units, and others.

C. State Legislative Activities

The ARCH Executive Board will discuss and explore shared legislative priorities for advancing affordable housing in the region, with a goal to enable members to advocate collectively for greater funding and policy tools at the local level to address affordable housing needs. ARCH staff will track relevant state (and, where feasible, federal) legislation. As needed, staff will report to the Executive Board and members, and coordinate with relevant organizations (e.g., AWC, SCA, WLIHA, HDC) to advance shared legislative priorities.

D. Regional/Countywide Planning Activities

ARCH participates in regional planning efforts to advance Eastside priorities and ensure that perspectives of communities in East King County are voiced in regional housing and homelessness planning.

King County GMPC Affordable Housing Committee / Housing Inter-Jurisdictional Team (HIJT). Support efforts to advance the five-year action plan developed by the Regional Affordable Housing Task Force (RAHTF) in 2018. ARCH will help staff the HIJT, which provides support to the Growth Management Planning Council’s Affordable Housing Committee (AHC).

Regional Affordable Housing Task Force Action Plan. In addition to staffing the GMPC committee, pursue other opportunities to advance strategies called for in the RAHTF Action Plan. Facilitate discussions as needed with members and the Executive Board to consider actions recommended in the five-year plan.

King County Regional Homelessness Authority (KCRHA) / Eastside Homeless Advisory Committee (EHAC). Support Eastside collaboration in regional homelessness efforts, as appropriate and as resources allow. Collaborate with KCRHA, EHAC and other relevant organizations and initiatives to advance shared work on homelessness. Promote best practices in development of housing solutions that move people out of homelessness. Coordinate allocation of resources, and work on specific initiatives.

Explore Collaboration with Cities in North and East King County. As requested, engage cities interested in supporting affordable housing in north and east King County that are not currently members of ARCH. Explore collaboration that provides benefits for additional cities and current ARCH member cities. Enter into agreements to provide services to other cities, as directed by the ARCH Executive Board.

III. HOUSING PROGRAM IMPLEMENTATION

A. Administration of Housing Incentive and Inclusionary Programs

ARCH partners with member cities to administer local housing incentive and inclusionary programs, including mandatory inclusionary, voluntary density bonus, multifamily tax exemption (MFTE) and other programs. Specific programs administered by ARCH include:

| Jurisdiction | Incentive/Inclusionary Programs |
|---------------|---|
| Bellevue | Voluntary density bonuses, MFTE, impact fee waivers. |
| Bothell | Inclusionary housing, MFTE. |
| Issaquah | Development agreements, voluntary and inclusionary programs, impact and permit fee waivers. |
| Kenmore | Development agreements, voluntary and inclusionary programs, MFTE, impact fee waivers. |
| Kirkland | Inclusionary program, MFTE. |
| Mercer Island | Voluntary density bonus. |
| Newcastle | Inclusionary program, impact fee waivers. |
| Redmond | Inclusionary program, MFTE. |
| Sammamish | Inclusionary and voluntary density bonuses, impact fee waivers. |
| Woodinville | MFTE. |
| King County | Development agreements. |

ARCH roles and responsibilities will typically include:

- Communicate with developers/applicants and city staff to establish applicability of codes and policies to proposed developments
- Review and approve proposed affordable housing (unit count, location/distribution, bedroom mix, and quality)
- Review and recommend approval of MFTE applications.
- Review and recommend approval of alternative compliance proposals
 - For fee in lieu projects, provide invoices and receipts for developer payments
- Develop contracts and covenants containing affordable housing requirements
- Ensure implementation of affordable housing requirements during sale/lease-up
- Register MFTE certificates with County Assessor and file annual MFTE reports with state Commerce.
- On-going compliance monitoring (see Stewardship, below).

Coordinate Shared Policy, Program and Procedure Improvements. Work with member city staff and legal counsel to align incentive and inclusionary programs with a unified set of policies, practices and templates for legal agreements. Coordinate changes across member jurisdictions to adapt programs to new knowledge and best practices (for example, implementing fee strategies to create sustainable revenue for monitoring).

B. Stewardship of Affordable Housing Assets

ARCH provides long-term oversight of affordable housing created through city policies and investment to ensure stewardship of these critical public assets for residents, owners and the broader community.

ARCH Rental Program (Incentive and Inclusionary Projects). Monitor and enforce compliance in rental housing projects with incentive and inclusionary housing agreements. Administer a robust compliance monitoring program, including:

- Ensure compliance with rent and income restrictions through timely annual report reviews and supplemental on-site file audits
- Provide training and technical assistance for property managers
- Maintain written standards for eligibility, leasing and other program requirements
- Implement standard remedies for non-compliance
- Respond to tenant issues and questions

ARCH Trust Fund Projects. Oversee contracts and regulatory agreements with owners of projects supported through the direct assistance from members, including:

- Monitor project income and expenses to determine cash flow payments
- Conduct long-term sustainability monitoring of projects and owners
- Proactively problem-solve financial and/or organizational challenges in partnership with project owners and other funders
- Work with legal counsel to review and approve requests for contract amendments, subordination and other agreements
- Pursue formal MOUs with other funders to govern shared monitoring responsibilities that streamline processes for owners and funders.
- Collect annual compliance data and evaluate program beneficiaries

ARCH Homeownership Program. Provide effective administration to ensure strong stewardship of resale restricted homes in the ARCH Homeownership Program. Ensure ongoing compliance with affordability and other requirements, including enforcement of resale restrictions, buyer income requirements, and owner occupancy requirements. Implement adopted policies and procedures for monitoring and work with cities to address non-compliance.

Continue to implement long-term recommendations in the 2019 Program Assessment from Street Level Advisors and make other program improvements that support the program objective of creating and preserving long-term affordability, including:

- Work with member planning and legal staff to make improvements to boilerplate legal documents, in consultation with key stakeholders and outside counsel, as needed
- Develop strategies to preserve homes at risk of foreclosure
- Preserve expiring units and pursue strategies to re-capture lost affordability
- Pursue offering brokerage services or developing partnerships with realtors to provide cost-savings to homebuyers and sellers, diversify program revenue, and expand ARCH's marketing reach
- Plan for additional staff capacity as the number of ARCH homes continues to grow.
- Implement program fees to ensure program financial sustainability

Work with the Washington State Housing Finance Commission to evaluate the ARCH Eastside Down Payment Assistance Program and make updates to provide effective financial assistance to income-eligible first time homebuyers in East King County.

Database/Systems Development. Continue to utilize the new ARCH Homeownership Program database to collect critical program data and evaluation, compliance monitoring, communication with program participants, and other key functions. Continue to improve and streamline data systems for ARCH Rental Program and Trust Fund Program. Develop a new Trust Fund project and loan database to assist with timely loan monitoring and reporting. Update information systems to ensure accurate, efficient recording of transactions within ARCH Trust Fund accounts.

IV. EDUCATION AND OUTREACH

A. Housing 101/Education Efforts

Housing 101. Develop educational tools and conduct or support events to inform councils, planning commissions, member staff and the broader community of current housing conditions, and of successful housing programs. Build connections with community groups, faith communities, developers, nonprofits and others interested in housing issues. Plan and conduct a Housing 101 event.

Private Sector Engagement. Support efforts by ARCH member cities to engage employers and private sector entities in discussions around the need for more affordable housing and identifying options for public-private partnerships.

B. Information and Assistance for the Public

Office Hours. As government organizations and businesses navigate the ongoing COVID-19 pandemic, provide published office hours, consistent with public health guidelines, for appointments or walk-in customer service. Open office hours will be advertised on the ARCH website and ARCH Facebook page and shared with partner organizations.

ARCH Website. Continually update and build on information in the ARCH website. Maintain information on the most urgently needed resources in the community, including rental assistance, no-cost legal services, mortgage assistance, and senior resources available in East King County.

Assist Community Members Seeking Affordable Housing. Maintain up-to-date information on affordable housing in East King County (rental and ownership) and distribute to people looking for affordable housing. Continue to maintain a list of households interested in affordable ownership and rental housing and advertise newly available housing opportunities. Work with other community organizations and public agencies to develop appropriate referrals for different types of inquiries received by ARCH (e.g., rapid re-housing, eviction prevention, landlord tenant issues, building code violations, fair housing complaints, etc.).

C. Equitable Access to Affordable Housing in East King County

Collect and analyze data on existing programs to determine potential gaps in access by different populations, such as communities of color, immigrant and refugee communities, homeless individuals and families, and workers in EKC commuting from other communities. Evaluate strategies and outreach goals to increase access to affordable housing in EKC by underserved communities. Develop outreach and marketing efforts to maximize awareness of affordable housing opportunities in East King County and build partnerships with diverse community organizations.

V. ADMINISTRATION

A. Administrative Procedures

Maintain administrative procedures that efficiently and transparently provide services to both members of ARCH and community organizations utilizing programs administered through ARCH. Activities include:

- Prepare the Annual Budget and Work Program and ensure equitable allocation of administrative costs among ARCH members.
- Prepare quarterly budget and work program progress reports, Trust Fund reports, and monitor expenses to stay within budget.
- Manage the ARCH Community Advisory Board, including recruiting and maintaining membership that includes broad geographic representation and a wide range of housing and community perspectives.
- Staff the Executive Board.
- Work with Administering Agency to streamline financial systems.
- Review and update bylaws and ensure timely renewal of the ARCH Interlocal Agreement.

B. Organizational Assessment and Planning

The ARCH Executive Board will continue to evaluate ARCH's organizational capacity to accomplish its Work Program and broader mission. The Board will review ARCH's organizational structure, staffing resources, capital resources and other foundational aspects of the organization to determine any gaps and assess options for expanding organizational capacity. The assessment will inform recommendations for the following year's work program and budget. In 2023, ARCH will conduct a strategic planning process that will identify any significant structural or other organizational changes needed to advance ARCH's mission, values and work program going forward.

*Attachment A
Local Planning Efforts by City*

ARCH staff will assist members' staff, planning commissions, and elected councils with local policy, planning and special projects and initiatives, as described below. Member city staff may make adjustments to the proposed actions identified below as individual city work plans are updated.

Bellevue

Support 3-4 actions to implement Bellevue's Affordable Housing Strategy, such as:

- Facilitate development on affordable housing on suitable land owned by public agencies, faith-based groups, and non-profits housing entities.
- Analysis of affordable housing recommendations in the Wilburton neighborhood plan, Comprehensive Plan Periodic Update, and density incentives in the Land Use Code, including C-1 and Phase 2.
- Participate in developer selection processes and develop funding strategy for affordable housing on suitable public lands in proximity to transit hubs including 130th TOD parcels.

Provide ongoing support to implement investment of funds authorized by HB 1590, or other city funds as directed.

Implement newly authorized affordable housing incentives; develop boilerplate agreements and procedures for ongoing monitoring.

Provide advice on city's effort to update Housing Needs Assessment, including coordination on scope/methodology, and potentially provide supplemental data.

Assist the city with implementation of affordable housing agreements at the TOD project adjacent to Sound Transit's Operations and Maintenance Facility East (OMFE).

Assist the city with process to identify Affordable Housing "Next Right Work" through participation in facilitated work sessions.

Bothell

Support actions to implement the city's Housing Strategy Plan.

Support affordable housing opportunities, especially in the Downtown/Canyon Park areas, such as any proposals for affordable housing on the P-South property or other city-owned property.

Help to identify potential Bothell Trust Fund projects.

Evaluate affordable housing incentives and requirements such as parking reductions or other development incentives, code amendments that add capacity and rezones, and implement those adopted.

Assist with compliance with new requirements under HB 1220.

Support updates to policies and codes for affordable housing options, including ADUs, micro-housing, small efficiency dwelling units, and "missing middle" housing.

Help pursue funding and implement further outreach, equity and implementation measures to encourage more middle housing and address potential displacement.

Issaquah

Assist with preparing the annual Affordable Housing Report Card/Analysis.

Assist with implementation of Strategies 6, 7 and 8 of the Housing Strategy Work Plan expanding inclusionary zoning, increasing missing middle as permitted uses, and removing barriers to the construction of condominiums.

Present Housing 101 to the Planning Policy Commission in late 2022/early 2023.

Help to evaluate potential projects/opportunities that arise under current or amended Development Agreements.

Coordinate marketing efforts to maximize awareness of affordable housing opportunities in Issaquah.

Support implementation and funding of the city's TOD project.

Kenmore

Assist with implementing a high priority item identified in the Housing Strategy Plan, as requested.

Continue support of the Preservation of Affordable Housing/Mobile Home Park project started in 2018.

Assist with the Comprehensive Plan Housing Element update, including help with new affordable housing targets.

Provide technical support, data and best practices to assist with potential code changes, such as for "missing middle" housing.

Advance opportunities to site affordable housing in Kenmore, such as near ST3 transit investments, or on other public, nonprofit and faith-based community property. Help evaluate and identify potential properties, partners and financing strategies.

Evaluate potential expansion of TOD overlay and refinement of affordable housing requirements in the overlay zone.

Kirkland

Continue to support efforts to create affordable housing within a transit-oriented development at the Kingsgate Park and Ride.

Support development of housing policies in connection with the I-405/NE 85th Street Station Area Plan, such as evaluation of a commercial linkage fee, and inclusionary housing requirements, and incentivizing family-sized housing units.

Assist with scoping and stakeholder discussions of a potential affordable housing levy.

Assist with implementing programs to encourage construction of more ADUs.

Evaluate housing-related issues in 2024 Comprehensive Plan Update.

Help review the effectiveness and value of the current MFTE program.

Assist with development of the City's Housing Dashboard and ongoing implementation and monitoring of the adopted Affordable Housing Targets.

Assist the City in its potential expansion of the inclusionary zoning program through new incentives for areas like downtown that don't have a requirement and expanded incentives for more affordable housing in other areas of the City.

Assist the City with its reevaluation of parking standards as they relate to affordable housing.

Mercer Island

Assist the City with understanding and synthesizing the Housing Needs Analysis findings with housing-related requirements under the Countywide Planning Policies and the Growth Management Act.

Provide input and assistance in the development of updated housing goals and policies for the City's Comprehensive Plan periodic update.

Newcastle

Assist with potential investment of fee-in-lieu payments, first exploring opportunities to site affordable housing within Newcastle.

Assist with updating the City's Housing Strategy Plan.

Redmond

Provide advice and technical support to evaluate and refine existing inclusionary and incentive programs, and impact fee waiver provisions.

Assist with scoping and stakeholder discussions regarding potential opportunities to increase revenue options to support affordable housing, and help with advocacy for expanded funding options.

Help evaluate programmatic approaches to support greater affordable homeownership opportunities.

Support partnerships with transit agencies to advance affordable housing within transit-oriented developments, including at Overlake and Southeast Redmond.

Support City efforts to identify suitable projects for preservation as a mechanism to advance affordable housing objectives.

Sammamish

Assist with data and scoping for a housing needs analysis, and review draft housing policies and goals for the City's Comprehensive Plan Update.

Work with City staff and the City's consultant to provide guidance in the development of the City's Housing Action Plan.

Assist with compliance with new requirements under HB 1220.

Help explore development of educational or promotional materials to encourage developers and property owners to consider more diverse housing types, such as duplexes.

As opportunities arise, support development of affordable housing options.

Woodinville

Provide advice on scope and data collection in support of the City's efforts to adopt a Housing Strategy Plan.

King County

Provide monitoring and stewardship services for affordable housing in the Northridge/Blakely Ridge and Redmond Ridge Phase II affordable housing development agreements.

Partner with King County to preserve affordable homes with expiring covenants in unincorporated areas.

Help advance the King County Regional Affordable Housing Task Force Action Plan.



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

**AB 6138
September 20, 2022
Regular Business**

AGENDA BILL INFORMATION

| | | |
|----------------------------|--|--|
| TITLE: | AB 6138: 2022 CIP Project Update and 2023-2028 CIP Preview | <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 and provide initial feedback and questions on the proposed 2023-2028 CIP to inform final development of the biennial budget document. | |

| | |
|-------------------------------|--|
| DEPARTMENT: | Public Works |
| STAFF: | Jason Kintner, Chief of Operations/Public Works Director Matt Mornick, Finance Director Alaine Sommargren, Deputy Public Works Director Patrick Yamashita, Deputy Public Works Director/City Engineer |
| COUNCIL LIAISON: | n/a |
| EXHIBITS: | 1. Preliminary 2023-2028 Capital Improvement Program |
| CITY COUNCIL PRIORITY: | 2. Articulate, confirm, and communicate a vision for effective and efficient city services. Stabilize the organization, optimize resources, and develop a long-term plan for fiscal sustainability. |

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to provide the City Council with a “look ahead” to the proposed 2023-2028 Capital Improvement Program (CIP) (see Exhibit 1). The presentation will also include a progress report on capital projects underway in 2022.

- The six-year CIP outlines the City’s strategic financial plan to acquire, expand, or rehabilitate public infrastructure.
- Taken collectively, all capital projects fall into four programmatic areas: Parks, Recreation and Open Space; Streets, Pedestrian and Bicycle Facilities; General Government (Equipment, Public Buildings, and Technology); and Utilities (Sewer, Stormwater, and Water).
- Along with community input and direction from the City Council, the six-year CIP is developed using information from the Water System Plan, the General Sewer Plan, the Comprehensive Basin Plan, the Parks, Recreation and Open Space (PROS) Plan, and the adopted Transportation Improvement Plan.
- The presentation will include an update on 2022 CIP Projects and remaining major project milestones.

- Staff will also introduce the proposed 2023-2028 Capital Improvement Program and discuss the strategy to deliver the CIP program in the next biennium, which includes a combination of consultant and staff resources. A brief overview of the potential grant-eligible projects will also be covered.
- Staff is seeking initial questions and comments on the proposed 2023-2028 CIP to inform final development of the biennial budget document.

Public Works staff will attend to questions and comments from the City Council and participate in the overall discussion during the presentation.

BACKGROUND

As part of the biennial budget process, staff develops a six-year Capital Improvement Program (CIP). The CIP outlines the City's strategic financial plan to acquire, expand, or rehabilitate public infrastructure. Work to build the six-year CIP begins every other spring, culminating with the adoption of the biennial budget. For the current biennium, 29 capital managers from seven different City departments oversee more than 60 actively funded capital projects.

Taken collectively, all capital projects fall into four programmatic areas:

1. Parks, Recreation and Open Space
2. Streets, Pedestrian and Bicycle Facilities
3. General Government (Equipment, Public Buildings, and Technology)
4. Utilities (Sewer, Stormwater, and Water)

Capital projects are further classified as part of the Capital Reinvestment Plan (CRP) or the Capital Facilities Plan (CFP). The CRP includes all maintenance projects that preserve the City's existing infrastructure. The CFP consists of newly proposed capital assets. To maintain and improve existing assets before acquiring new assets, CRP projects take priority over CFP projects.

The Water System Plan, the General Sewer Plan, and the Comprehensive Basin Plan are the guiding planning documents used to develop and propose utility capital projects. The adopted 2022 Parks, Recreation and Open Space (PROS) Plan and the adopted Transportation Improvement Plan (TIP) are the guiding planning documents used in developing park, street, bicycle, and pedestrian projects in the proposed CIP.

As a reminder, the TIP is reviewed and approved by the City Council each spring before it is submitted to the State Department of Transportation (see [AB 6092](#)).

In addition, staff utilizes information from the City's asset management system, water system hydraulic modeling, video inspections of sewer and drainage pipes, periodic assessment of changing conditions in storm basins/ravines, maintenance history (ex: main and pipe breaks), and other information from field operations staff to aid in capital project identification and development.

CIP RESOURCES

The information below provides a broad overview of the various funds and revenues that support the CIP. The "look ahead" presentation is focused primarily on the CIP project list. The detailed financial information, including the six-year CIP funding plan, will be included in the 2023-2024 Preliminary Budget document and is planned for discussion in October and November of this year.

Funds

Because of the diverse nature of governmental operations and the legal and fiscal constraints under which public services are provided, the City's finances are accounted through separate funds. Funds are categorized by type to indicate both the revenue sources and nature of activities financed. The City can then illustrate how money is spent and how these expenditures tie directly to funds.

Fund accounting distinguishes between funds that can be spent for any purposes by the organization, versus funds that have a restricted use. Reasons for restrictions include legal requirements, where funds can only be lawfully used for a specific purpose, a restriction imposed by the State, or by the City's financial management policies.

The 2023-2028 CIP draws from the following funds:

| Funds | Revenue Sources |
|--|--|
| Capital Improvement Fund | REET, grants and contributions, property tax. |
| Street Fund | REET, fuel taxes, vehicle license fees, state funds. |
| Technology & Equipment Fund | General funds, utility funds, sinking funds. |
| Water Fund | Water rates, connection charges, earned interest. |
| Sewer Fund | Sewer rates, connection charges, earned interest. |
| Stormwater Fund | Stormwater rates, earned interest. |

Revenues

Funding for the 2023-2028 CIP relies on existing fund balances and projected revenues from Utility rates, Real Estate Excise Tax (REET), and Fuel Taxes (State shared revenues). The General Fund is the sole source for capital investments for technology and equipment.

Most revenues for capital projects come with restrictions. Utility rates may only be used for projects of the respective utility; fuel taxes may only be used for street and trail projects; and REET is reserved for capital projects to help develop parks, open space, and street infrastructure.

The City's capital financing strategy uses restricted revenues on a "pay as you go" basis for needed improvements. This strategy remains unchanged, except for utility and public building projects where debt financing helps "smooth" utility rate spikes or to match costs of the project more equitably to the benefit period. Utility rates for the upcoming biennium are being adjusted for Utility Board and City Council review with the assumption many of the long-term utility investments will be paid for with outside financing.

A revenue source tied into the capital program is REET, the 0.5% tax paid by the seller in property transactions. State law restricts the use of REET for specific capital purposes. REET-1 – the 1st quarter of 1% of the sales price – may be used for streets, parks, utilities, or facilities. The 2nd quarter of 1% of the sales price known as REET-2 may be used for streets, parks, or utilities, but not for facilities. Neither REET-1 nor REET-2 may be used for vehicles, equipment, or technology.

REET is the largest revenue source for projects in the Street and Capital Improvement Funds. REET revenue can significantly vary year-to-year as its base (property sales) is highly dependent on economic conditions and interest rates.

The following table provides a brief overview of the CIP financing strategy:

| Capital Improvement Program Financing Strategy | | | |
|---|---|--|---|
| REET 1 | REET 2 | General Purpose Revenue | Utilities |
| Parks - Construction - Maintenance Open Space - Property acquisition - Planning - Improvements Public Buildings - Repair - Maintenance - Planning and design | Streets - Construction - Maintenance Pedestrian/Bicycle Facilities - Construction - Maintenance Parks - Construction - Maintenance | Equipment - Vehicle replacement - Public safety equipment Technology - Computers - Software - Communications | Sanitary Sewer - Construction - Maintenance Stormwater - Construction - Maintenance Water - Construction - Maintenance |

Capital Investments and ARPA Funds

During the 2021-2022 mid-biennial process, the City Council received an update on potential water and sewer capital projects to accelerate with the use of the American Rescue Plan Act (ARPA) funds received from the Federal Government (see [AB 5961](#)). The City of Mercer Island received \$7.23 million in ARPA Fiscal Recovery Funds. The first tranche of \$3.6 M arrived in late June 2021, with the second half received June of this year. The City Council provided staff direction on which projects to accelerate with an emphasis on using ARPA dollars strategically before the December 2024 deadline to expend funds.

Roughly \$850,000 in ARPA monies will likely be spent by December 2022 on sewer pipe replacements and upsizing work, the First Hill booster station generator replacement, and pressure reducing valve (PRV) station replacements. A total of \$4.45 M in ARPA monies is tentatively proposed as part of the FY 2023-2028 CIP. The 2023-2024 Preliminary Budget will include an update on ARPA funds to date, and an appropriation recommendation for the next biennium.

ISSUE/DISCUSSION

The Six-Year Capital Improvement Program (CIP) is a planning level document that identifies the capital projects intended to be funded and completed for the period from 2023 to 2028 (see Exhibit 1). Staff are providing this “look ahead” presentation to gather initial questions and comments from the City Council to inform final development of the biennial budget document.

Due to the high quantity of proposed projects, which span multiple disciplines, staff will focus on providing key information about each CIP project area. A few of the major projects are highlighted below, with the full list of proposed CIP projects included as Exhibit 1.

2023-2028 CIP HIGHLIGHTS

Water Utility

- Asbestos Cement Mains Replacement: The City owns and maintains over 113 miles of water mains. Asbestos cement pipe (AC pipe), which was installed on Mercer Island in the late 1950s and early

1960s during the construction of the water distribution infrastructure, has an expected useful life of approximately 50 to 70 years. This pipe is some of the oldest and most fragile within the distribution system and is responsible for many of the City's main line breaks and service interruptions. Though much of the AC pipe on the island has been replaced over time, approximately 4.8 miles of this pipe remain. A new program, proposed in the 2023-2028 CIP, includes replacing all AC pipe by 2028. Other system components including water services and fire hydrants will be replaced at the same time.

Sewer Utility

- **SCADA System Replacement**: Design for the Supervisory Control and Data Acquisition (SCADA) project will be completed in 2022. Construction of the new SCADA infrastructure is anticipated in 2023, once permitting for each of the pump stations is complete. Given the proximity to Lake Washington and the pump station modifications involved, each site will require individual permitting with local, state, and federal agencies. Permit preparation and applications are being prepared concurrently with the final system design. Construction of the new system includes replacing obsolete remote terminal units and the human-interface machine at the Public Works building. The SCADA system will allow staff to remotely monitor pump station operation and alarms and perform remote operations when needed.
- **Pump Station Rehabilitation & Replacement Assessment Program**: The City's sewer system is comprised of 17 pump stations, which convey sewage around the island into King County's facilities at the north and south ends of the island. These pump stations vary in age, condition, and capacity. Following the completion of the SCADA system replacement, a Pump Station Rehabilitation and Replacement program will be initiated to prioritize improvements and/or replacements based on risks and consequences of failure. Necessary improvements identified during this program will be designed and included as future capital projects.

Stormwater Utility

- **Stormwater Trunkline Condition and Capacity Assessments**: This new program will inspect the piped arteries of the stormwater conveyance system. Closed Circuit Television (CCTV) inspections will document pipe condition and defects and verify pipe size and material. Data collected will be analyzed and used to calculate pipe capacities. Areas with notable deficiencies will be selected for basin-specific modeling to assess runoff quantity with respect to pipe capacity. Standardized data analysis and prioritization methods will be used, allowing projects to be ranked in a consistent, data-driven manner.

Facilities

- **Facility Condition Assessment**: A new capital project for City facilities, including City Hall, the Public Works Facility, the Luther Burbank Administration Building, the Mercer Island Community Center Annex building and the two Fire Stations, has been included to evaluate the current conditions of the facilities. Evaluations will include structural, systems analysis (HVAC, plumbing), and energy efficiency, and the generation of as-built documents for the buildings. Several facilities are aging and in need of significant repair or replacement. This system-wide evaluation will help outline future considerations for these facilities.
- **Precinct Facility Assessment**: A new 2023 capital project for the former Tully's site has been included. This project will include the renovation of the Tully's building in Town Center for a small satellite police precinct and small parking lot design and reconfiguration to expand commuter parking. Initial design work is anticipated to begin in late 2022 with construction in 2023.

Parks Projects

Park projects have been programmed within the 2023-2028 CIP as presented in the adopted PROS Plan. Project budget numbers have been updated based on the current construction market as well as grant funding opportunities. As discussed during the PROS process, there are a number of critical infrastructure projects related to docks, shoreline restoration projects, and athletic fields, with the Luther Burbank Shoreline and Dock Replacement Project being the most significant.

NEXT STEPS

Staff are preparing the 2023-2024 Preliminary Biennial Budget document, which will be transmitted to the City Council at the end of September. Input from this discussion will be used to inform final development of that document. Additional budget discussions are planned for October and November of this year, with budget adoption anticipated on December 6, 2022.

RECOMMENDED ACTION

Receive report and provide initial feedback on the 2023-2028 CIP preview.

Preliminary 2023-2028 Capital Improvement Program

Item 16.

| ID | Description | Plan | Target Completion Date | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | TOTAL |
|--------|---|------|------------------------|------------------|------------------|-----------|-----------|-----------|-----------|------------|
| GB0100 | City Hall Building Repairs | CRP | ONGOING | 370,500 | 359,100 | 210,900 | 210,900 | 210,900 | 210,900 | 1,573,200 |
| GB0101 | Public Works Building Repairs | CRP | ONGOING | 210,900 | 132,240 | 34,200 | 91,200 | 79,800 | 79,800 | 628,140 |
| GB0102 | MICEC Building Repairs | CRP | ONGOING | 357,960 | 430,350 | 182,400 | 202,578 | 190,380 | 235,980 | 1,599,648 |
| GB0103 | FS91 and FS92 Building Repairs | CRP | ONGOING | 397,860 | 250,458 | 239,058 | 443,688 | 190,380 | 109,668 | 1,631,112 |
| GB0104 | Luther Burbank Administration Repairs | CRP | ONGOING | 324,900 | 286,140 | 188,100 | 139,080 | 91,200 | 74,100 | 1,103,520 |
| GB0105 | Thrift Shop Building Repairs | CRP | ONGOING | 254,220 | 342,000 | 111,720 | 116,280 | 128,820 | 104,880 | 1,057,920 |
| GB0107 | Honeywell Site Remediation | CRP | Q4 2022 | 207,500 | 207,500 | | | | | 415,000 |
| GB0109 | Minor Building Repairs | CRP | ONGOING | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 300,000 |
| GB0110 | City Hall Renovation - Paint, Carpet, and Furniture | CRP | Q4 2023 | 660,000 | | | | | | 660,000 |
| GB0111 | Public Works Building Renovation - Paint, Flooring, and Furniture | CRP | Q4 2023 | 236,500 | | | | | | 236,500 |
| GB0112 | Municipal Court Renovations | CRP | 2026 | 34,200 | 119,700 | 285,000 | 330,600 | | | 769,500 |
| GB0113 | Police Department Renovation | CRP | 2028 | | | | | 256,500 | 1,824,000 | 2,080,500 |
| GB0114 | Luther Burbank Administration Building Renovation | CRP | 2027 | | | | 57,000 | 2,232,865 | | 2,289,865 |
| GB0115 | Facilities Plan | CRP | 2025 | 200,000 | | | | | | 200,000 |
| GB0116 | Facility Access Control and Security | CRP | ONGOING | 520,980 | 282,720 | 47,880 | 34,200 | 28,500 | 28,500 | 942,780 |
| GB0117 | Facility Parking Lot Repairs | CRP | 2028 | 375,000 | 30,000 | 132,000 | 190,000 | - | 28,000 | 755,000 |
| GB0119 | FS91 Fuel Tank Removal | CRP | Q4 2024 | 75,000 | 175,000 | | | | | 250,000 |
| GB0120 | Public Works Building Roof Replacement | CRP | Q2 2023 | 330,000 | | | | | | 330,000 |
| GB0121 | Precinct Facility Assessment and Renovations | CRP | Q4 2023 | 500,000 | | | | | | 500,000 |
| 19 | GENERAL GOVERNMENT PUBLIC BUILDINGS TOTAL | | | 5,105,520 | 2,665,208 | 1,481,258 | 1,865,526 | 3,459,345 | 2,745,828 | 17,322,685 |
| GE0101 | Minor Fire Tools and Equipment | CRP | Q4 2024 | 45,500 | 42,500 | | | | | 88,000 |
| GE0107 | Fleet Replacements | CRP | ONGOING | 676,729 | 430,211 | 911,511 | 1,305,238 | 1,474,095 | 1,152,484 | 5,950,267 |
| GE0108 | Automated External Defibrillator Replacements | CRP | Q4 2023 | 94,686 | | | | | | 94,686 |
| 3 | GENERAL GOVERNMENT EQUIPMENT TOTAL | | | 816,915 | 472,711 | 911,511 | 1,305,238 | 1,474,095 | 1,152,484 | 6,132,953 |
| GT0101 | City Information via Web Based GIS | CRP | Q4 2024 | 55,000 | | | | 40,000 | | 95,000 |
| GT0104 | Mobile Asset Data Collection | CRP | Q2 2022 | | | 105,000 | | - | 111,000 | 216,000 |
| GT0105 | High Accuracy Aerial Orthophotos | CRP | Q3 2024 | 35,000 | | 40,000 | | | | 75,000 |
| GT0108 | Technology Equipment Replacement | CRP | ONGOING | 145,450 | 253,200 | 101,280 | 179,266 | 129,071 | 224,584 | 1,032,851 |
| GT0112 | ArcGIS Image Server | CRP | Q3 2024 | 30,000 | | | | | | 30,000 |

Preliminary 2023-2028 Capital Improvement Program

Item 16.

| ID | Description | Plan | Target Completion Date | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | TOTAL |
|--------|--|------|------------------------|----------------|----------------|-----------|-----------|---------|---------|-----------|
| GT0115 | Modernize Municipal Court Services | CRP | Q1 2023 | 96,000 | 10,000 | | | | | 106,000 |
| GT0116 | Emergency Purchases for Equipment and Technology | CRP | ONGOING | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 150,000 |
| GT0117 | Cybersecurity Software Update | CRP | Q4 2023 | 52,500 | 10,750 | - | - | - | - | 63,250 |
| 8 | GENERAL GOVT TECHNOLOGY TOTAL | | | 438,950 | 298,950 | 271,280 | 204,266 | 194,071 | 360,584 | 1,768,101 |
| PA0100 | Open Space Management | CRP | ONGOING | 338,000 | 347,135 | 356,544 | 366,235 | 376,217 | 386,499 | 2,170,630 |
| PA0101 | Recurring Parks Minor Capital | CRP | ONGOING | 149,000 | 154,000 | 159,000 | 164,000 | 169,000 | 175,000 | 970,000 |
| PA0103 | Trail Renovation and Property Management | CRP | ONGOING | 54,000 | 56,000 | 58,000 | 60,000 | 62,000 | 64,000 | 354,000 |
| PA0104 | Lake Water Irrigation Development | CFP | 2025 | | 82,000 | 141,000 | | | | 223,000 |
| PA0107 | Aubrey Davis Park Outdoor Sculpture Gallery Improvements Design | CRP | Q4 2024 | | 33,000 | 68,000 | 198,000 | | | 299,000 |
| PA0108 | Aubrey Davis Park Luther Lid Connector Trail | CFP | Q4 2024 | | 164,000 | 853,450 | | | | 1,017,450 |
| PA0109 | Aubrey Davis Park Trail Safety Improvements | CRP | Q4 2023 | 385,000 | | | | | | 385,000 |
| PA0110 | Aubrey Davis Lid A Backstop Replacement | CRP | 2028 | | | | | 96,000 | 689,000 | 785,000 |
| PA0111 | Aubrey Davis Park Vegetation Management | CRP | ONGOING | 117,000 | 121,000 | 125,000 | 129,000 | 133,000 | 137,000 | 762,000 |
| PA0112 | Clarke Beach Shoreline Improvements | CRP | 2025 | | | 2,814,000 | | | | 2,814,000 |
| PA0115 | Hollerbach SE 45th Trail System | CFP | 2025 | | 93,000 | 425,955 | | | | 518,955 |
| PA0116 | Island Crest Park South Field Lights Replacement and Turf Upgrade | CRP | 2026 | | 113,000 | - | 1,160,000 | - | - | 1,273,000 |
| PA0117 | Island Crest Park Ballfield Backstops Upgrade & North Infield Turf Replacement | CRP | Q4 2023 | 1,255,000 | | | | | | 1,255,000 |
| PA0122 | Luther Burbank Dock and Waterfront Improvements | CRP | Q4 2024 | 928,300 | 6,597,300 | | | | | 7,525,600 |
| PA0123 | Luther Burbank Minor Capital Levy | CRP | ONGOING | 110,000 | 111,100 | 112,211 | 113,333 | 114,466 | 115,612 | 676,722 |
| PA0124 | Luther Burbank Park Boiler Building Phase 1 | CRP | Q4 2023 | 2,012,300 | | | | | | 2,012,300 |
| PA0126 | Mercerdale Park Master Plan | CRP | Q4 2023 | 200,000 | | | | | | 200,000 |
| PA0129 | Pioneer Park/Engstrom OS Forest Management | CRP | ONGOING | 191,000 | 197,000 | 203,000 | 210,000 | 217,000 | 224,000 | 1,242,000 |
| PA0130 | Roanoke Park Playground Replacement | CRP | Q4 2024 | 60,000 | 431,000 | | | | | 491,000 |
| PA0131 | South Mercer Turf Replacement and Ballfield Backstops Upgrade | CRP | 2025 | | 245,000 | 3,010,000 | | | | 3,255,000 |
| PA0132 | Upper Luther Burbank Ravine Trail Phase 2 | CFP | 2026 | | | 113,000 | 261,000 | | | 374,000 |
| PA0133 | MICEC Technology and Equipment Replacement | CRP | ONGOING | 58,000 | 58,000 | 58,000 | 58,000 | 58,000 | 58,000 | 348,000 |
| PA0136 | Luther Burbank Park South Shoreline Restoration | CRP | Q4 2023 | 575,000 | | | | | | 575,000 |
| PA0138 | Luther Burbank Swim Beach Renovation Design | CRP | 2026 | | 55,000 | 113,000 | 1,015,000 | | | 1,183,000 |
| PA0140 | Aubrey Davis Mountains to Sound Trail Pavement Renovation | CRP | Q4 2024 | 101,000 | | | | | | 101,000 |
| PA0141 | Aubrey Davis Mountains to Sound Trail Connection at Shorewood | CFP | Q4 2024 | | 82,000 | | | | | 82,000 |

Preliminary 2023-2028 Capital Improvement Program

Item 16.

| ID | Description | Plan | Target Completion Date | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | TOTAL |
|-----------|---|------|------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| PA0142 | Aubrey Davis Park Tennis Court Resurfacing/Shared-Use Pickleball | CRP | Q4 2024 | | 121,000 | | | | | 121,000 |
| PA0143 | Luther Burbank Park Tennis Court Renovation/Shared-Use Pickleball | CRP | Q4 2024 | 107,000 | 438,000 | | | | | 545,000 |
| PA0144 | Luther Burbank Park Parking Lot Lighting | CRP | Q4 2023 | 133,000 | | | | | | 133,000 |
| PA0145 | Deane's Children's Park Playground Replacement Design (Castle/Swings/Climbing Rock) | CRP | Q4 2023 | 226,000 | | | | | | 226,000 |
| PA0146 | South Point Landing General Park Improvements | CFP | Q4 2024 | | 159,180 | | | | | 159,180 |
| PA0147 | Roanoke Park General Park & ADA Improvements | CRP | 2028 | | | | | 30,000 | 93,000 | 123,000 |
| PA0148 | Aubrey Davis Park Intersection and Crossing Improvements | CRP | 2028 | 80,000 | 83,000 | 86,000 | 89,000 | 92,000 | 95,000 | 525,000 |
| PA0149 | Ellis Pond Aquatic Habitat Enhancement | CRP | Q4 2023 | 20,000 | | | | | | 20,000 |
| PA0150 | Spray Park Site Analysis | CFP | Q4 2023 | 50,000 | | | | | | 50,000 |
| PA0151 | Groveland Beach Dock Replacement & Shoreline Improvements | CRP | 2026 | | | | | 4,180,000 | | 4,180,000 |
| PA0152 | Aubrey Davis MTS Trail Lighting from ICW to Shorewood | CRP | 2027 | | | | 58,000 | 299,000 | | 357,000 |
| PA0153 | Mercerdale Hillside Trail Renovation | CRP | 2028 | | | | | 120,000 | 615,000 | 735,000 |
| PA0154 | Wildwood Park ADA Perimeter Path & General Park Improvements | CRP | 2027 | | | | 58,000 | 180,000 | | 238,000 |
| PA0155 | Aubrey Davis Lid B Playground Replacement and ADA Parking | CRP | 2027 | | | | 232,000 | 836,000 | | 1,068,000 |
| PA0156 | Aubrey Davis Lid B Restroom and ADA Path | CFP | 2027 | | | | 232,000 | 1,195,000 | | 1,427,000 |
| PA0157 | Clarke and Groveland Beach Joint Master Plan | CFP | Q4 2023 | 300,000 | | | | | | 300,000 |
| PA0158 | First Hill Park Playground Replacement & Court Resurfacing | CRP | 2026 | | | 87,000 | 329,000 | | | 416,000 |
| PA0159 | Luther Burbank Park Amphitheater Renovation (Design Only) | CRP | 2025 | | | 85,000 | | | | 85,000 |
| PA0160 | MICEC to LBP Stair Replacement | CRP | 2028 | | | | | 36,000 | 197,000 | 233,000 |
| PA0161 | Secret Park Playground Replacement | CRP | 2028 | | | | | 87,000 | 448,000 | 535,000 |
| PA0162 | MICEC Parking Lot Planter Bed Renovation | CRP | 2027 | | | | | 239,000 | | 239,000 |
| PA0163 | MICEC Generator for Emergency Use | CRP | 2027 | | | | | 478,000 | | 478,000 |
| PA0164 | Systemwide Property Acquisition - Reserve | CFP | ONGOING | | | 500,000 | 500,000 | 500,000 | 500,000 | 2,000,000 |
| PA0165 | Bike Skills Area | CFP | Q4 2023 | 302,500 | | | | | | 302,500 |
| PA0166 | Luther Burbank Park Boiler Building Phase 2 | CRP | 2028 | | | | | 239,000 | 3,690,000 | 3,929,000 |
| 51 | PARKS, RECREATION, & OPEN SPACE TOTAL | | | 7,752,100 | 9,740,715 | 9,368,160 | 5,232,568 | 9,736,683 | 7,487,111 | 49,317,337 |
| SP0100 | Residential Street Resurfacing | CRP | ONGOING | 900,000 | 920,000 | 940,000 | 960,000 | 980,000 | 1,000,000 | 5,700,000 |
| SP0101 | Arterial Preservation Program | CRP | ONGOING | 75,000 | 77,000 | 78,000 | 80,000 | 82,000 | 83,000 | 475,000 |
| SP0104 | North Mercer Way (7500 to Roanoke) | CRP | Q4 2023 | 616,000 | | - | - | - | - | 616,000 |
| SP0106 | Gallagher Hill Road Overlay (SE 36th to SE 40th Streets) | CRP | 2025 | | 77,000 | 510,000 | | | | 587,000 |
| SP0107 | SE 40th Street Overlay (88th Ave SE to Gallagher Hill Rd) | CRP | 2025 | | 51,000 | 365,000 | | | | 416,000 |

Preliminary 2023-2028 Capital Improvement Program

Item 16.

| ID | Description | Plan | Target Completion Date | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | TOTAL |
|--------|--|------|------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| SP0110 | SE 27th Street Overlay (76th Ave SE to 80th Ave SE) | CRP | Q4 2024 | | 668,000 | | | | | 668,000 |
| SP0111 | 80th Ave SE Sidewalk Improvements (SE 27th to SE 32nd Street) | CRP | Q3 2023 | 1,376,000 | | | | | | 1,376,000 |
| SP0112 | 78th Ave SE Sidewalk Improvements (SE 32nd to SE 34th Street) | CRP | 2025 | | 77,000 | 702,000 | | | | 779,000 |
| SP0114 | West Mercer Way Roadside Shoulders - Ph 4 (8100 WMW - 8400 EMW) | CFP | Q3 2024 | | 693,820 | | | | | 693,820 |
| SP0115 | Gallagher Hill Road Sidewalk Improvements (SE 36th to SE 40th Streets) | CFP | 2025 | | 102,000 | 409,330 | | | | 511,330 |
| SP0116 | SE 40th Street Sidewalk Improvements (Gallagher Hill to 93rd Ave) | CRP | 2025 | | 82,000 | 916,000 | | | | 998,000 |
| SP0118 | ADA Transition Plan Implementation | CRP | ONGOING | 200,000 | 204,000 | | 213,000 | | 444,000 | 1,061,000 |
| SP0122 | Minor Capital - Traffic Safety and Operations Improvements | CRP | ONGOING | 100,000 | | 104,000 | | 108,000 | | 312,000 |
| SP0123 | North Mercer Way - MI P&R Frontage Improvements | CRP | 2028 | | 1,203,000 | | | | | 1,203,000 |
| SP0125 | PBF Plan Implementation | CFP | ONGOING | 100,000 | | 104,000 | | 108,000 | | 312,000 |
| SP0126 | West Mercer Way Resurfacing (SE 56th to EMW) | CRP | 2028 | | | - | - | - | 2,150,000 | 2,150,000 |
| SP0127 | SE 36th Street Overlay (Gallagher Hill Rd to EMW) | CRP | 2025 | | | 611,000 | | | | 611,000 |
| SP0128 | North Mercer Way Overlay (8400 Block to SE 35th Street) | CRP | 2026 | | | | 800,000 | | | 800,000 |
| SP0131 | SE 32nd Street Sidewalk Improvements (77th to 78th Ave. SE) | CRP | 2025 | | 51,000 | 274,000 | | | | 325,000 |
| SP0132 | East Mercer Way Roadside Shoulders - Ph 11 (SE 79th St. to 8400 block) | CFP | 2026 | | | | 531,000 | | | 531,000 |
| SP0133 | Pedestrian & Bicycle Facilities Plan Update | CFP | 2025 | | | | 186,000 | 190,000 | | 376,000 |
| SP0134 | East Mercer Way Overlay (SE 36th Street to SE 40th Street) | CRP | 2027 | | | | | 425,000 | | 425,000 |
| SP0135 | Island Crest Way Corridor Improvements | CFP | Q4 2024 | 382,000 | 1,140,035 | | | | | 1,522,035 |
| SP0136 | 77th Ave SE Channelization Upgrades (SE 32nd to North Mercer Way) | CRP | 2026 | | | - | 53,000 | - | - | 53,000 |
| SP0137 | Traffic Signal Safety Improvements | CRP | Q4 2024 | 30,000 | 155,000 | | | | | 185,000 |
| 25 | STREETS, PEDESTRIANS, & BICYCLE FACILITIES TOTAL | | | 3,779,000 | 5,500,855 | 5,013,330 | 2,823,000 | 1,893,000 | 3,677,000 | 22,686,185 |
| SU0100 | Emergency Sewer System Repairs | CRP | ONGOING | 300,000 | 300,000 | 300,000 | 300,000 | 300,000 | 300,000 | 1,800,000 |
| SU0103 | Easement, Access, Codes, and Standards Review | CRP | Q4 2024 | 150,000 | 150,000 | | | | | 300,000 |
| SU0108 | Comprehensive Pipeline R&R Program | CRP | ONGOING | 550,000 | 550,000 | 550,000 | 550,000 | 550,000 | 550,000 | 3,300,000 |
| SU0109 | Sewer System Generator Replacement | CRP | ONGOING | 200,000 | 200,000 | - | - | - | 50,000 | 450,000 |
| SU0113 | SCADA System Replacement (Sewer) | CRP | Q4 2024 | 1,500,000 | 500,000 | | | | | 2,000,000 |
| SU0114 | Sewer System Components | CRP | ONGOING | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 300,000 |
| SU0115 | Sewer Pipe Replacements & Upsizing | CRP | Q4 2024 | 600,000 | | | | | | 600,000 |
| SU0116 | Comprehensive Inflow/ Infiltration Evaluation | CRP | 2028 | | | | 100,000 | 100,000 | 100,000 | 300,000 |
| SU0117 | Pump Station Rehabilitation & Replacement Assessment | CRP | 2025 | 300,000 | 300,000 | | | | | 600,000 |
| SU0119 | Pump Station Accessibility Improvements | CRP | ONGOING | | | 150,000 | 150,000 | 200,000 | 200,000 | 700,000 |

Preliminary 2023-2028 Capital Improvement Program

Item 16.

| ID | Description | Plan | Target Completion Date | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | TOTAL |
|--------|--|------|------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| SU0120 | Pump Station & HGMH Flow Monitoring | CRP | ONGOING | | | 300,000 | 300,000 | 300,000 | 300,000 | 1,200,000 |
| SU0121 | Pipe Flow Monitoring | CRP | ONGOING | | | 280,000 | 280,000 | 280,000 | 280,000 | 1,120,000 |
| SU0122 | Lake Line Locating and Marking | CRP | 2027 | | | 950,000 | 1,025,000 | 925,000 | | 2,900,000 |
| SU0123 | Lake Line Condition Assessment | CRP | 2028 | | | | | | 1,000,000 | 1,000,000 |
| SU0124 | Comprehensive Hydraulic Model Development | CRP | 2028 | | | | | 1,000,000 | 1,000,000 | 2,000,000 |
| SU0125 | General Sewer Plan Update | CRP | 2028 | | | | | 75,000 | 75,000 | 150,000 |
| SU0126 | Shorecliff Ln & SE 24th Pipe Upsize | CRP | 2026 | | | 60,000 | 360,000 | | | 420,000 |
| SU0127 | Backyard Sewer System Improvement Program | CRP | ONGOING | 130,000 | 120,000 | 130,000 | 120,000 | 130,000 | 120,000 | 750,000 |
| SU0128 | Pump Station Rehabilitation & Replacement Improvements | CRP | ONGOING | 150,000 | 950,000 | 800,000 | 150,000 | 950,000 | 800,000 | 3,800,000 |
| 19 | SEWER UTILITY TOTAL | | | 3,930,000 | 3,120,000 | 3,570,000 | 3,385,000 | 4,860,000 | 4,825,000 | 23,690,000 |

Preliminary 2023-2028 Capital Improvement Program

Item 16.

| ID | Description | Plan | Target Completion Date | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | TOTAL |
|-----------|---|------|------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| SW0107 | Sub basin 47.4 and Sub basin 10.4 Watercourse Stabalization | CRP | 2026 | | | 58,289 | 307,150 | | | 365,439 |
| SW0109 | Sub basin 24a.1 Watercourse Stablization | CRP | Q4 2024 | 18,341 | 61,642 | | | | | 79,983 |
| SW0110 | Sub basin 39a.2 Watercourse Stablization | CRP | Q4 2024 | 17,272 | 43,640 | | | | | 60,912 |
| SW0111 | Sub basin 46a.3 Watercourse Stabilization | CRP | Q4 2024 | 52,100 | 405,500 | | | | | 457,600 |
| SW0112 | Sub basin 34.1 Watercourse Stabilization | CRP | 2025 | | 26,500 | 103,000 | | | | 129,500 |
| SW0113 | Sub basin 45b.4 Watercourse Stabilization | CRP | 2025 | | 30,719 | 93,047 | | | | 123,766 |
| SW0114 | Sub basin 29.3 Watercourse Stabilization | CRP | 2025 | | 49,266 | 129,665 | | | | 178,931 |
| SW0115 | Watercourse Stabilization - Sub-Basin 42.2, 42.3, 42.8, 42.8a | CRP | 2026 | | | 97,006 | 378,523 | | | 475,529 |
| SW0116 | Watercourse Stabilization - Sub-Basin 44b.3 | CRP | 2026 | | | 32,452 | 76,840 | | | 109,292 |
| SW0117 | Watercourse Stabilization - Sub-Basin 32b.1 and 32.2 | CRP | 2026 | | | 53,600 | 170,250 | | | 223,850 |
| SW0118 | Watercourse Minor Repairs and Maintenance | CRP | 2025 | | | 111,300 | | | | 111,300 |
| SW0127 | Stormwater Trunkline Condition and Capacity Assessments | CRP | ONGOING | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | 1,500,000 |
| SW0128 | Basin 18C Drainage Improvement | CRP | Q4 2023 | 185,000 | | | | | | 185,000 |
| SW0129 | Basin 25B Neigborhood Drainage Improvements | CRP | Q4 2023 | 173,000 | | | | | | 173,000 |
| SW0130 | Basin 32B - SE 72nd St Drainage Capacity Improvement | CRP | Q4 2024 | | 189,330 | | | | | 189,330 |
| SW0131 | Basin 42- SE 58th St Drainage Improvement at cul-de-sac | CRP | 2025 | | | 77,000 | | | | 77,000 |
| SW0132 | Sub-Basin 22.1 Watercourse Stabilization - Final Design and Construction | CRP | Q4 2023 | 148,698 | | | | | | 148,698 |
| SW0133 | Sub-Basin 25b.2 Watercourse Stabilization - Final Design and Construction | CRP | Q4 2023 | 155,100 | | | | | | 155,100 |
| SW0134 | Emergency Stormwater Conveyance Repairs | CRP | ONGOING | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 300,000 |
| SW0135 | Conveyance System Assessments (Basin Specific) | CRP | ONGOING | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 300,000 |
| SW0136 | Conveyance System improvements (2027-2028) | CRP | 2028 | | | | | 1,000,000 | 1,000,000 | 2,000,000 |
| SW0137 | Street Related Storm Drainage Improvements | CRP | Q4 2024 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 600,000 |
| 22 | STORM WATER UTILITY TOTAL | | | 1,199,511 | 1,256,597 | 1,205,359 | 1,382,763 | 1,450,000 | 1,450,000 | 7,944,230 |
| WU0100 | Emergency Water System Repairs | CRP | ONGOING | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | 900,000 |
| WU0102 | SCADA System Replacement (Water) | CRP | Q4 2023 | 75,000 | | | | | | 75,000 |
| WU0103 | Water Reservoir Improvements | CRP | Q4 2024 | 2,805,000 | 2,750,000 | | | | | 5,555,000 |
| WU0112 | Water System Components Replacement | CRP | ONGOING | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 300,000 |
| WU0115 | Water Modeling and Fire Flow Analysis | CRP | ONGOING | 15,000 | 50,000 | 15,000 | 50,000 | 15,000 | 50,000 | 195,000 |
| WU0117 | Meter Replacement Implementation | CRP | Q4 2024 | 3,850,000 | 3,005,000 | | | | | 6,855,000 |
| WU0120 | First Hill Generator Replacement | CRP | Q4 2024 | 400,000 | 400,000 | | | | | 800,000 |

Preliminary 2023-2028 Capital Improvement Program

Item 16.

| ID | Description | Plan | Target Completion Date | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | TOTAL |
|--------|---|------|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|
| WU0128 | Reservoir Pump Replacement | CRP | Q4 2024 | 540,000 | 540,000 | | | | | 1,080,000 |
| WU0130 | 2023 Water System Improvements (First Hill, NMW, SE 37th Pl, SE 41st, & SE 42nd Pl) | CRP | Q4 2023 | 4,684,000 | | | | | | 4,684,000 |
| WU0131 | 2024 Water System Improvements (8600 Block SE 47th & SE 59th) | CRP | Q4 2024 | 373,000 | 2,082,000 | | | | | 2,455,000 |
| WU0132 | 2026 Water System Improvements (west Island -btw SE 37th PL & 5300 Block WMW) | CRP | 2026 | | | 89,000 | 498,000 | | | 587,000 |
| WU0133 | 2027 Water System Improvements (south end in Avalon neighborhood) | CRP | 2027 | | | | 352,000 | 1,970,000 | | 2,322,000 |
| WU0134 | 2028 Water Main Replacement (south Towncenter and north of P & R) | CRP | 2028 | | | | | 443,000 | 2,475,000 | 2,918,000 |
| WU0135 | 2024 AC Main Replacement (Gallagher Hill Rd, Greenbrier and SE 40th) | CRP | Q4 2024 | 479,000 | 2,680,000 | | | | | 3,159,000 |
| WU0136 | 2025 AC Main Replacement (Upper Mercerwood) | CRP | 2025 | | 1,040,000 | 5,822,000 | | | | 6,862,000 |
| WU0137 | 2026 AC Main Replacement (3800 Block East Mercer Way) | CRP | 2026 | | | 451,000 | 2,529,000 | | | 2,980,000 |
| WU0138 | 2027 AC Main Replacement (Lower Mercerwood) | CRP | 2027 | | | | 576,000 | 3,227,000 | | 3,803,000 |
| WU0139 | 2028 AC Main Replacement (SE 40th to SE 36th and 97th Ave to EMW) | CRP | 2028 | | | | | 289,000 | 1,616,000 | 1,905,000 |
| WU0140 | Pressure Reducing Valve Station Replacements | CRP | ONGOING | 395,000 | 2,025,000 | 2,025,000 | 395,000 | 2,025,000 | - | 6,865,000 |
| WU0141 | Street Related Water System Improvements | CRP | ONGOING | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | 900,000 |
| WU0142 | Emergency Well #2 Site Evaluation | CRP | Q4 2024 | | 45,000 | | | | | 45,000 |
| 21 | WATER UTILITY TOTAL | | | 13,966,000 | 14,967,000 | 8,752,000 | 4,750,000 | 8,319,000 | 4,491,000 | 55,245,000 |
| 166 | TOTAL | | | \$ 36,987,996 | \$ 38,022,036 | \$ 30,572,898 | \$ 20,948,361 | \$ 31,386,194 | \$ 26,189,007 | \$ 184,106,490 |

| | | |
|---|-----------|-----------|
| TOTAL FUNDED PROJECTS IN 2023-2024 | 91 | 85 |
|---|-----------|-----------|

* Pending further analysis, numbers will be finalized with the 2023-2024 Preliminary Budget.



2022 PLANNING SCHEDULE

Please email the City Manager & City Clerk when an agenda item is added, moved, or removed.

NOTE - Regular Meetings begin at 5:00 pm from June 16, 2020, through December 31, 2022.
Items are not listed in any particular order. Agenda items & meeting dates are subject to change.

| OCTOBER 3, 2022 SPECIAL MEETING | | DD | FN | CA | Clerk | CM |
|---------------------------------|--|------|------|--|-------|------|
| ABSENCES: | | 9/22 | 9/23 | 9/23 | 9/26 | 9/26 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
| STUDY SESSION | | | | | | |
| 60 | AB xxxx: Town Center Parking Study Presentation (Draft Final Report) | | | Sarah Bluvas/Jason Kintner/ Jeff Thomas/Ed Holmes | | |
| SPECIAL BUSINESS | | | | | | |
| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: Domestic Violence Action Month Proclamation No. xxx | | | Mayor Nice/Tambi Cork | | |
| -- | AB 6140: 2021-2022 Work Plan Update | | | Jessi Bon | | |
| REGULAR BUSINESS | | | | | | |
| 60 | AB 6159: Introduction to Lobbyists and Legislative Strategy Kick-Off | | | Jessi Bon | | |
| 120 | AB xxxx: Receive the 2023-2024 Preliminary Budget/Budget Proposals | | | Matt Mornick | | |
| EXECUTIVE SESSION | | | | | | |

| OCTOBER 18, 2022 | | DD | FN | CA | Clerk | CM |
|-----------------------------------|--|------|-------|--------------------------------|-------|-------|
| ABSENCES: | | 10/7 | 10/10 | 10/10 | 10/11 | 10/11 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
| RECEPTION (4:30 PM) | | | | | | |
| 30 | Sister City Art Unveiling & Reception | | | Ali Spietz | | |
| SPECIAL BUSINESS (5:00 PM) | | | | | | |
| 15 | Sister City Presentation | | | Ali Spietz | | |
| STUDY SESSION | | | | | | |
| 30 | Introduction to Judge Jeff Gregory/Mercer Island Municipal Court | | | Jessi Bon / Judge Jeff Gregory | | |
| CONSENT AGENDA | | | | | | |
| REGULAR BUSINESS | | | | | | |
| 15 | AB xxxx: Comprehensive Plan Amendment (Remove Figure TC-1) (First Reading Ord. No. 22C-xx) | | | Jeff Thomas | | |
| 15 | AB xxxx: Update on Outdoor Dining Regulations | | | Jeff Thomas/Sarah Bluvas | | |
| 120 | AB xxxx: Public Hearing for the 2023-2024 Biennial Budget and Capital Improvement Program. | | | Matt Mornick | | |
| EXECUTIVE SESSION | | | | | | |

| NOVEMBER 1, 2022 | | DD | FN | CA | Clerk | CM |
|--------------------------|--|-------|-------|----------------------------|-------|-------|
| ABSENCES: | | 10/21 | 10/24 | 10/24 | 10/25 | 10/25 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
| STUDY SESSION | | | | | | |
| | | | | | | |
| SPECIAL BUSINESS | | | | | | |
| | | | | | | |
| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: Comprehensive Plan Amendment (Remove Figure TC-1) – Ord. No. 22C-xx Second Reading and Adoption | | | Jeff Thomas | | |
| -- | AB xxxx: Shop Small Month Proclamation No. xxx | | | Jeff Thomas/Sarah Bluvas | | |
| -- | AB xxxx: Sewer Pump Station 23 & 25 Generator Replacement (SU0109) Bid Award | | | Jason Kintner/Allen Hunter | | |
| REGULAR BUSINESS | | | | | | |
| 120 | AB xxxx: 2023-2024 Biennial Budget Workshop | | | Matt Mornick | | |
| 30 | AB 6156: Aubrey Davis Trail Safety Improvements 30% Design Recommendation | | | Jason Kintner/Paul West | | |
| 30 | AB xxxx: Adoption of 2023 Legislative Priorities | | | Jessi Bon | | |
| EXECUTIVE SESSION | | | | | | |
| | | | | | | |

| NOVEMBER 15, 2022 | | DD | FN | CA | Clerk | CM |
|--------------------------|--|------|------|--|-------|------|
| ABSENCES: Larson | | 11/4 | 11/7 | 11/7 | 11/8 | 11/8 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
| STUDY SESSION | | | | | | |
| | | | | | | |
| SPECIAL BUSINESS | | | | | | |
| | | | | | | |
| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: SCADA – Sewer Equipment Replacement (SU0113) Bid Award | | | Jason Kintner/Allen Hunter | | |
| -- | AB xxxx: Reservoir Tank Improvement Project (WU0103) Bid Award | | | Jason Kintner/Patrick Yamashita/Allen Hunter | | |
| -- | AB xxxx: Compost Procurement Ordinance (HB 1799) | | | Jason Kintner/Ross Freeman | | |
| -- | AB xxxx: Accept Easements for Stormwater Capital Projects | | | Jason Kintner/Patrick Yamashita/Fred Gu | | |
| REGULAR BUSINESS | | | | | | |
| 45 | AB xxxx: Adoption of NORCOM and Utility Rate Resolutions; 2023 Property Tax Ordinances; and Second Public Hearing for the 2023-2024 Biennial Budget. | | | Matt Mornick | | |
| 60 | AB xxxx: 2023 Docket of Development Code and Comprehensive Plan Amendments | | | Jeff Thomas/Alison Van Gorp | | |
| 45 | AB: xxxx: Climate Action Plan: Survey Results and Update | | | Jason Kintner/Ross Freeman | | |
| 30 | AB xxxx: Third Quarter 2022 Financial Status Update & 2021-2022 Budget Amendments (Ord. No. 22-xx) | | | Matt Mornick/Ben Schumacher | | |
| 30 | AB xxxx: Affordable Housing Targets [Tentative] | | | Jeff Thomas/Alison Van Gorp | | |

| | | |
|--------------------------|---|--------------------------|
| 15 | AB xxxx: Fee Schedule Adoption, Resolution No. xxxx | Jessi Bon/Cassidy Berlin |
| EXECUTIVE SESSION | | |
| | | |

| DECEMBER 6, 2022 | | DD | FN | CA | Clerk | CM |
|---------------------------------|--|-----------|-----------|--|--------------|-----------|
| ABSENCES: | | 11/23 | 11/28 | 11/28 | 11/29 | 11/29 |
| ITEM TYPE TIME TOPIC | | | | STAFF | | |
| STUDY SESSION | | | | | | |
| | | | | | | |
| SPECIAL BUSINESS | | | | | | |
| | | | | | | |
| CONSENT AGENDA | | | | | | |
| -- | AB xxxx: Basin 40 Inflow/Infiltration Project (SU0108) Bid Award | | | Jason Kintner/Clint Morris/ George Fletcher | | |
| -- | AB: xxxx: Reservoir Generator Replacement Project (WU0119) Bid Award | | | Jason Kintner/Allen Hunter | | |
| -- | AB: xxxx: Phase 1 PRV Station Replacement Bid Award TENTATIVE | | | Jason Kintner | | |
| REGULAR BUSINESS | | | | | | |
| 45 | AB xxxx: Town Center Parking Study Presentation (Accept Final Report, Resolution No. xxxx adopt recommendations / implementation strategy) | | | Sarah Bluvas/Jason Kintner/ Jeff Thomas/Ed Holmes | | |
| 15 | AB xxxx: Adoption of the 2023-2024 Biennial Budget | | | Matt Mornick | | |
| EXECUTIVE SESSION | | | | | | |
| | | | | | | |

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