



CITY OF MERCER ISLAND **REVISED**

CITY COUNCIL REGULAR VIDEO MEETING

Tuesday, November 16, 2021 at 5:00 PM

COUNCIL MEMBERS:

Mayor Benson Wong, Deputy Mayor Wendy Weiker,
Councilmembers: Lisa Anderl, Jake Jacobson,
Salim Nice, Craig Reynolds, David Rosenbaum

LOCATION & CONTACT:

Mercer Island City Hall – Via Zoom
9611 SE 36th Street | Mercer Island, WA 98040
Phone: 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: 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 Council meeting. Please reference "Appearances" on your correspondence. Each speaker will be allowed three (3) minutes to speak. A timer will be visible 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.

Public Appearances: Notify the [City Clerk](#) in advance that you wish to speak on camera and 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](#).

Join by Telephone at 6:30 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 **856 9771 7601** and Password **730224** if prompted.

Join by Internet at 6:30 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 **856 9771 7601**; 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.

Submitting Written Comments: Written comments may be submitted at the Mercer Island [Let's Talk Council Connects](#) page. Written comments received by 3 PM on the day of the meeting will be forwarded to all Councilmembers and a brief summary of the comments will be included in the minutes of the meeting.

EXECUTIVE SESSION, 5:00 PM

1. Collective Bargaining

Executive Session for planning or adopting the strategy or position to be taken by the City Council during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress pursuant to RCW 42.30.140(4)(b)

Pending or Potential Litigation

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

CALL TO ORDER & ROLL CALL, 6:30 PM

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

SPECIAL BUSINESS

1. AB 5981: Appreciation for Mercer Island Preschool Association Proclamation No. 286

Recommended Action:

Mayor Wong proclaims November 16, 2021 as Mercer Island Preschool Association Day in the City of Mercer Island.

CITY MANAGER REPORT

APPEARANCES

This is the opportunity for anyone to speak to the City Council on any item.

CONSENT AGENDA

2. Approval of the **Payroll Certification** for the following period ending:

AB 5972: November 5, 2021 Payroll Certification in the amount of \$810,500.58

Recommended Action:

Approve the November 5, 2021 Payroll Certification (Exhibit 1) in the amount of \$810,500.58 and authorize the Mayor to sign the certification on behalf of the entire City Council.

3. Approval of **Certification of Claims** for the periods ending:

A) October 29, 2021, in the amount of \$399,857.76

B) November 5, 2021, in the amount of \$498,898.40

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. Approve **Minutes** of the October 19, 2021 Regular Meeting

5. AB 5967: King County North Mercer Interceptor Staging Area Agreements for the I-90 Boat Launch and Luther Burbank South Parking Lot

Recommended Action:

Authorize the City Manager to execute:

The Airspace Sublease Agreement with the County substantially as in the form attached as Exhibit 2.

The Airspace Lease Amendment with WSDOT substantially as in the form attached in Exhibit 4.

The License Agreement with the County substantially as in form attached as Exhibit 7.

6. AB 5973: 2020 Watercourse Stabilization Project Closeout

Recommended Action:

Accept the completed 2020 Watercourse Stabilization Project for both schedules, Sub Basin 29.2 and Sub Basin 3b.4, and authorize staff to close out the contract.

7. AB 5974: Small Business Saturday Proclamation

Recommended Action:

Proclaim Saturday, November 27, 2021, as Small Business Saturday in Mercer Island.

8. AB 5983: 2022 Legislative Priorities

Recommended Action:

Adopt the 2022 State Legislative Priorities.

REGULAR BUSINESS

9. Public Hearing: AB 5975: Mid-Biennial Budget; Q3 2021 Financial Status Update; 2022 Property Tax Ordinances; Ordinance to Dissolve Fund 061; NORCOM Rate Resolutions; and Hazardous Materials Cost Recovery Resolution.

Recommended Action:

Adopt Ordinance No. 21-29, appropriating funds and establishing the amount of Property Taxes to be levied for fiscal year 2022.

Adopt Ordinance No. 21-30, establishing the dollar amount and percentage increases of the regular Property Tax levy and the levy lid lifts for fiscal year 2022.

Adopt Ordinance No. 21C-32, to update City Code and dissolve the YFS Endowment Fund.

Approve Resolution No. 1604, approving NORCOM's 2021 budget allocation to the City of Mercer Island.

Approve Resolution No. 1605, approving the Emergency Services Cost Recovery Program associated with Motor Vehicle Accidents and emergency incidents involving hazardous materials.

10. Public Hearing: AB5976: Town Center Moratorium Renewal

Recommended Action:

Conduct a Public Hearing and consider public testimony on Ordinance No. 21C-27.

Suspend the City Council Rules of Procedure 6.3, requiring a second reading of an ordinance.

Adopt Ordinance No. 21C-27 extending the Town Center moratorium for an additional six-month period.

11. AB 5975: Mid-Biennial Budget; Q3 2021 Financial Status Update; 2022 Property Tax Ordinances; Ordinance to Dissolve Fund 061; NORCOM Rate Resolutions; and Hazardous Materials Cost Recovery Resolution.

Recommended Action:

Adopt Ordinance No. 21-29, appropriating funds and establishing the amount of Property Taxes to be levied for fiscal year 2022.

Adopt Ordinance No. 21-30, establishing the dollar amount and percentage increases of the regular Property Tax levy and the levy lid lifts for fiscal year 2022.

Adopt Ordinance No. 21C-32, to update City Code and dissolve the YFS Endowment Fund.

Approve Resolution No. 1604, approving NORCOM's 2021 budget allocation to the City of Mercer Island.

Approve Resolution No. 1605, approving the Emergency Services Cost Recovery Program associated with Motor Vehicle Accidents and emergency incidents involving hazardous materials.

12. AB 5976: Town Center Moratorium Renewal

Recommended Action:

Suspend the City Council Rules of Procedure 6.3, requiring a second reading of an ordinance.

Adopt Ordinance No. 21C-27 extending the Town Center moratorium for an additional six-month period.

13. AB 5977: Development Code Amendment ZTR19-004 Town Center Retail Requirements (Ord. No. 21C-28 First Reading) **REVISED**

Recommended Action:

Receive the Planning Commission recommendation for proposed Development Code Amendment ZTR21-004 Town Center Retail Requirements and complete a first reading of Ordinance No. 21C-28. Provide desired direction to staff on next steps, if any.

14. AB 5956: 2022 Community Event Series on Diversity, Equity, and Inclusion

Recommended Action:

Direct City staff to prepare a \$60,000 appropriation request to include in the mid-biennial budget amendment on December 7 in support of a 2022 community event series on diversity, equity, and inclusion in partnership with ONE MI and Do the Work MI.

OTHER BUSINESS

15. Planning Schedule

16. Councilmember Absences & Reports

ADJOURNMENT



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5981
November 16, 2021
Special Business

AGENDA BILL INFORMATION

TITLE: RECOMMENDED ACTION:	AB 5981: Appreciation for Mercer Island Preschool Association Proclamation No. 286	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
	Mayor Wong proclaims November 16, 2021 as Mercer Island Preschool Association Day in the City of Mercer Island.	

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Proclamation No. 286
CITY COUNCIL PRIORITY:	n/a

SUMMARY

The Mercer Island Preschool Association (MIPA) has served the community of Mercer Island since 1937, working diligently to build community across the Island by supporting Mercer Island children, families, schools, and local organizations. MIPA is known for fostering community by hosting events, fundraising to provide preschool scholarships, as well as partnering with the City to help imagine and build playgrounds across the Island.

In 2021, MIPA went above and beyond, by making significant additional contributions to help fundraise for and offset the costs of the newly certified inclusive playground at Mercerdale Park. This proclamation serves to honor MIPA for their incredible work fostering community and supporting the families of Mercer Island for over eight decades.

RECOMMENDATION

Mayor Wong proclaims November 16, 2021 as Mercer Island Preschool Association Day in the City of Mercer Island.



City of Mercer Island, Washington

Proclamation

WHEREAS, the Mercer Island Preschool Association – affectionately known as MIPA – is dedicated to enhancing the lives of children from newborn through kindergarten in Mercer Island and the community at large; and

WHEREAS, since its founding in 1937, MIPA and its volunteers have diligently worked to build community across the Island by supporting Mercer Island children, families, schools, and local organizations; and

WHEREAS, MIPA has been a driving force for bringing the first Kindergarten to the local elementary schools as well as building a King County Library branch on the Island; and

WHEREAS, MIPA has partnered with the Mercer Island Youth and Family Services Department (YFS) to help local, low-income families by donating \$8,000 - \$15,000 annually to fully fund the YFS Emergency Assistance Preschool Scholarship Program and in 2020 raised nearly \$9,000 for the YFS Food Pantry; and

WHEREAS, the volunteer-run organization advocates on behalf of both families as well as preschools to promote and ensure that there are safe, fun, and inclusive programs, such as the Toy Swap, the Preschool Fair, the Circus, the Indoor Playground, and the Holiday Lights Driving Tour; and

WHEREAS, the Mercer Island Preschool Association has partnered with the City and the Parks and Recreation Department numerous times to help improve playgrounds across the community including Deane's Children's Park, Mercerdale Park, South Mercer Playfield and Luther Burbank Park by donating their time, creativity, talent, in addition to raising nearly \$100,000 for park improvements and other capital improvement projects; and

WHEREAS, the Mercer Island Preschool Association along with several community partners have been instrumental in helping imagine a new playground, one that is open and inclusive for all children and families, including helping raise over \$54,200 in 2021 for the design and renovation of the Mercerdale Park Playground;

NOW, THEREFORE, I, Mayor Benson Wong, do hereby proclaim November 16, 2021 as

MIPA DAY

in Mercer Island and I encourage all residents to join me in thanking the Mercer Island Preschool Association for over eighty years of dedicated service to the community of Mercer Island.

APPROVED, this 16th day of November 2021.

Benson Wong, Mayor



Proclamation No. 286



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5972
November 16, 2021
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 5972: November 5, 2021 Payroll Certification in the amount of \$810,500.58	<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 November 5, 2021 Payroll Certification.	

DEPARTMENT:	Human Resources
STAFF:	Jessica Hong, Payroll Specialist
COUNCIL LIAISON:	n/a
EXHIBITS:	1. November 5, 2021 Payroll Certification
CITY COUNCIL PRIORITY:	n/a

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

SUMMARY

This is an approval of the payroll certification for the City of Mercer Island for the period from October 16, 2021, through October 29, 2021 in the amount of \$810,500.58 (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 on every other Friday.

PAYROLL INFORMATION

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, the November 5, 2021 payroll has variants that are outlined at the top of page 2:

Additional payments:

- \$20,090.40 in leave cash outs for terminated employee.
- \$2,198.61 in retro pay for current employees
- \$51,119.14 in overtime earnings (see chart for overtime hours by department).

Overtime hours by department:

Department	Hours
Administrative Services	2.00
City Attorney's Office	
City Manager's Office	
Community Planning & Development	
Finance	
Fire	523.25
Municipal Court	
Police	119.75
Public Works	77.00
Youth & Family Services	1.00
Total Overtime Hours	723.00

RECOMMENDED ACTION

Approve the November 5, 2021 Payroll Certification (Exhibit 1) in the amount of \$810,500.58 and authorize the Mayor to sign the certification on behalf of the entire City Council.

CITY OF MERCER ISLAND PAYROLL CERTIFICATION

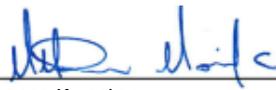
Item 2.

PAYROLL PERIOD ENDING **10.29.2021**
PAYROLL DATED **11.5.2021**

Net Cash	\$	552,922.16
Net Voids/Manuals	\$	-
Net Total	\$	552,922.16
Federal Tax Deposit	\$	88,989.51
Social Security and Medicare Taxes	\$	43,186.87
Medicare Taxes Only (Fire Fighter Employees)	\$	2,751.62
State Tax (Oregon and Massachusetts)	\$	163.88
Family/Medical Leave Tax (Massachusetts)	\$	6.25
Public Employees' Retirement System (PERS Plan 2)	\$	23,251.15
Public Employees' Retirement System (PERS Plan 3)	\$	5,832.61
Public Employees' Retirement System (PERSJM)	\$	713.03
Public Safety Employees' Retirement System (PSERS)	\$	199.51
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	\$	26,790.09
Regence & LEOFF Trust Medical Insurance Deductions	\$	12,323.40
Domestic Partner Medical Insurance Deductions	\$	571.31
Kaiser Medical Insurance Deductions	\$	788.09
Health Care - Flexible Spending Account Contributions	\$	1,620.14
Dependent Care - Flexible Spending Account Contributions	\$	885.76
ICMA Roth IRA Contributions	\$	525.00
ICMA 457 Deferred Compensation Contributions	\$	28,749.62
Fire Nationwide 457 Deferred Compensation Contributions	\$	9,173.63
Fire Nationwide Roth IRA Contributions	\$	950.00
Child Support Wage Garnishment	\$	706.03
Mercer Island Employee Association Dues	\$	225.00
AFSCME Union Dues	\$	-
Police Union Dues	\$	-
Fire Union Dues	\$	2,111.08
Fire Union Supplemental Dues	\$	160.00
Standard - Supplemental Life Insurance	\$	-
Unum - Long Term Care Insurance	\$	782.20
AFLAC - Supplemental Insurance Plans	\$	388.71
Coffee Club Dues	\$	128.00
Transportation - Flexible Spending Account Contributions	\$	62.50
Fire HRA-VEBA Contributions	\$	5,541.77
Oregon Transit Tax and Oregon Benefit Tax	\$	1.66
Tax & Benefit Obligations Total	\$	257,578.42

TOTAL GROSS PAYROLL	\$ 810,500.58
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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.



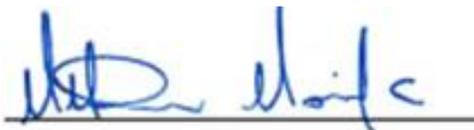
 Finance Director

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

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	209475-209589	10/29/2021	\$399,857.76
			\$399,857.76

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
	00209540	KEEM, SEAN	REFUND OVERPAY 01080244402	1,042.78
	00209527	FISCHER, TARA	REFUND OVERPAY 003178515	579.02
P0112466	00209577	TRAFFIC SAFETY SUPPLY	INVENTORY PURCHASES	447.63
<i>Org Key: DS0000 - Development Services-Revenue</i>				
	00209553	MASTEC	PERMIT # WCF21-001	4,610.81
	00209575	T-Mobile	REFUND PERMIT # WCF21-026	4,574.50
	00209570	SIGNTECH ELECTRICAL ADV	REFUND PERMIT # DSR21-009	3,413.14
	00209549	LONG, HAILEY	REFUND PERMIT DSR21-011	3,376.84
	00209545	Lakeside Construction	REFUND PERMIT # SHL21-005	1,852.06
	00209557	Ng, April	REFUND PERMIT PRE21-011	980.00
	00209528	FLOOD, JENNIFER	REFUND PERMIT CAO21-005	834.74
	00209571	Simpson, Andrea	REFUND PERMIT # PRE21-050	726.00
	00209550	LOTT, JORDAN	REFUND PERMIT PRE21-030	653.38
	00209568	SEABORN PILE DRIVING CO	PERMIT # PRE21-047	508.15
	00209568	SEABORN PILE DRIVING CO	REFUND PERMIT # PRE21-048	508.15
	00209515	CHATALAS, MARC	REFUND PERMIT # PRE21-041	217.68
	00209544	LABAN, MINA	REFUND PERMIT # PRE21-045	181.38
<i>Org Key: DS1100 - Administration (DS)</i>				
P0112486	00209526	ESA	PEER REVIEW CAO15-001	5,028.00
P0112485	00209526	ESA	PEER REVIEW FOR CAO15-001	1,308.00
<i>Org Key: FN1100 - Administration (FN)</i>				
P0112470	00209574	STATE AUDITOR'S OFFICE	FY2020 Single Audit - CARES Gr	6,610.50
P0112470	00209574	STATE AUDITOR'S OFFICE	FY2020 Financial Audit	5,989.00
P0112470	00209574	STATE AUDITOR'S OFFICE	FY2020 Accountability - CARES	1,921.00
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0112488	00209554	METROPRESORT	OCT 2021 PRINTING & MAILING OF	161.33
P0112488	00209554	METROPRESORT	OCT 2021 PRINTING & MAILING OF	149.70
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0112488	00209554	METROPRESORT	OCT 2021 PRINTING & MAILING OF	161.33
P0112488	00209554	METROPRESORT	OCT 2021 PRINTING & MAILING OF	149.69
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0112488	00209554	METROPRESORT	OCT 2021 PRINTING & MAILING OF	161.33
P0112488	00209554	METROPRESORT	OCT 2021 PRINTING & MAILING OF	149.69
<i>Org Key: FR1100 - Administration (FR)</i>				
	00209485	CENTURYLINK	FIRE STATION 92 T1	1,579.95
	00209495	CENTURYLINK	MAIN FIRE STATION FD#7	193.90
<i>Org Key: FR2100 - Fire Operations</i>				
P0109899	00209525	EPSCA	44 RADIOS FOR FIRE 2021	1,111.00
P0109899	00209525	EPSCA	ACCESS FEE REBATE FIRE	-73.04
<i>Org Key: FR4100 - Training</i>				
P0112487	00209573	SNYDER, BRIAN WADE	CBT Instructor	862.50
<i>Org Key: GGM001 - General Government-Misc</i>				
P0112511	00209516	COMCAST	business internet oct 22, 2021	111.46

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0112508	00209589	XEROX CORPORATION	Copier Rental Fees September 2	1,080.71
P0112475	00209561	PITNEY BOWES	Lease charges for folder/stuff	1,053.76
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
	00209547	LEOFF HEALTH & WELFARE TRUST	POLICE RETIREES	6,123.89
	00209546	LEOFF HEALTH & WELFARE TRUST	FIRE RETIREES	3,223.11
	00209518	COOPER, ROBERT	QUARTERLY FIRE MED REIMBUR	891.00
P0112510	00209521	DEVENY, JAN P	LEOFF1 Retiree LTC Medical Exp	735.00
	00209535	HILTNER, PETER	LEOFF1 Medicare Reimb	619.50
P0112501	00209476	ADAMS, RONALD E	LEOFF1 Retiree Medical Expense	483.52
P0112503	00209552	LYONS, STEVEN	LEOFF1 Retiree Medical Expense	423.74
	00209534	HAGSTROM, JAMES	LEOFF1 Medicare Reimb	361.30
P0112509	00209520	DEEDS, EDWARD G	LEOFF1 Retiree Medical Expense	316.13
P0112509	00209520	DEEDS, EDWARD G	LEOFF1 Retiree Medical Expense	278.39
P0112507	00209585	WEGNER, KEN	LEOFF1 Retiree Medical Expense	255.41
	00209572	SMITH, RICHARD	LEOFF1 Medicare Reimb	249.70
	00209529	FORSMAN, LOWELL	LEOFF1 Medicare Reimb	240.70
	00209520	DEEDS, EDWARD G	LEOFF1 Medicare Reimb	240.60
	00209567	SCHOENTRUP, WILLIAM	LEOFF1 Medicare Reimb	240.60
	00209552	LYONS, STEVEN	LEOFF1 Medicare Reimb	235.60
	00209480	BARNES, WILLIAM	LEOFF1 Medicare Reimb	222.40
	00209531	GOODMAN, J C	LEOFF1 Medicare Reimb	220.40
	00209576	THOMPSON, JAMES	LEOFF1 Medicare Reimb	196.40
	00209583	WALLACE, THOMAS	LEOFF1 Medicare Reimb	183.10
	00209524	ELSOE, RONALD	LEOFF1 Medicare Reimb	182.50
	00209521	DEVENY, JAN P	LEOFF1 Medicare Reimb	182.00
	00209543	KUHN, DAVID	LEOFF1 Medicare Reimb	182.00
	00209586	WHEELER, DENNIS	LEOFF1 Medicare Reimb	181.70
	00209481	BOOTH, GLENDON D	LEOFF1 Medicare Reimb	181.00
P0112506	00209583	WALLACE, THOMAS	LEOFF1 Retiree Medical Expense	180.83
	00209476	ADAMS, RONALD E	LEOFF1 Medicare Reimb	180.70
	00209479	AUGUSTSON, THOR	LEOFF1 Medicare Reimb	179.80
	00209556	MYERS, JAMES S	LEOFF1 Medicare Reimb	179.80
	00209522	DOWD, PAUL	LEOFF1 Medicare Reimb	175.00
	00209566	RUCKER, MANORD J	LEOFF1 Medicare Reimb	167.20
	00209548	LOISEAU, LERI M	LEOFF1 Medicare Reimb	165.70
	00209475	ABBOTT, RICHARD	LEOFF1 Medicare Reimb	165.50
	00209538	JOHNSON, CURTIS	LEOFF1 Medicare Reimb	154.80
	00209584	WEGNER, KEN	LEOFF1 Medicare Reimb	144.60
P0112502	00209524	ELSOE, RONALD	LEOFF1 Retiree Medical Expense	141.38
	00209565	RAMSAY, JON	LEOFF1 Medicare Reimb	136.20
P0112502	00209524	ELSOE, RONALD	LEOFF1 Retiree Medical Expense	131.14
P0112504	00209567	SCHOENTRUP, WILLIAM	LEOFF1 Retiree Medical Expense	123.27
P0112505	00209572	SMITH, RICHARD	LEOFF1 Retiree Medical Expense	60.00
P0112502	00209524	ELSOE, RONALD	LEOFF1 Retiree Medical Expense	51.74
<i>Org Key: GGM606 - Excess Retirement-Fire</i>				
	00209480	BARNES, WILLIAM	LEOFF1 Excess Benefit	2,011.41
	00209518	COOPER, ROBERT	LEOFF1 Excess Benefit	1,969.01

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00209538	JOHNSON, CURTIS	LEOFF1 Excess Benefit	1,120.83
	00209567	SCHOENTRUP, WILLIAM	LEOFF1 Excess Benefit	1,039.40
	00209565	RAMSAY, JON	LEOFF1 Excess Benefit	615.86
<i>Org Key: GT0106 - Enterprise Resource Planning S</i>				
P0112491	00209519	DAILY JOURNAL OF COMMERCE	FIN MGMT SOFTWARE	129.85
<i>Org Key: GX9996 - Employee Benefits-Police</i>				
	00209547	LEOFF HEALTH & WELFARE TRUST	POLICE	48,821.90
	00209547	LEOFF HEALTH & WELFARE TRUST	POLICE SUPPORT	5,180.55
<i>Org Key: GX9997 - Employee Benefits-Fire</i>				
	00209546	LEOFF HEALTH & WELFARE TRUST	FIRE ACTIVE	48,984.55
	00209547	LEOFF HEALTH & WELFARE TRUST	BILLING ADJ	-124.39
<i>Org Key: IS2100 - IGS Network Administration</i>				
	00209483	CENTURYLINK	COMMUNITY CTR BACKUP PER T1	678.89
	00209504	CENTURYLINK	PRI Span	649.99
	00209491	CENTURYLINK	TRUNKS & BILLING (PRI)	582.36
	00209510	CENTURYLINK	FIRE STAT 92 ALARM, AUTODIAL &	202.41
	00209487	CENTURYLINK	FIRE STATION 91 BACKUP PRI TES	135.42
	00209514	CENTURYLINK	COMMUNITY CENTER	124.56
	00209494	CENTURYLINK	PUBLIC WORKS RADIO	96.05
	00209489	CENTURYLINK	OPX lines - 16 or 32?	72.71
	00209507	CENTURYLINK	MAINTENANCE 911 BACKUP LINE	71.05
	00209505	CENTURYLINK	FIRE/BURGLAR ALARM	67.97
	00209486	CENTURYLINK	THRIFT STORE 911 BACKUP LINE	67.33
	00209511	CENTURYLINK	LUTHER BURBANK 911 BACKUP LIN	67.33
	00209503	CENTURYLINK	FIRE STATION 92 ELEVATOR ALARM	65.09
	00209509	CENTURYLINK	FIRE/BURGLAR ALARM	60.97
	00209513	CENTURYLINK	FIRE/BURGLAR ALARM	60.97
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0112497	00209582	WA ST DEPT OF TRANSPORTATION	PROJET COSTS FOR AUGUST 2021	417.02
P0112493	00209542	KING COUNTY TREASURY	PROJECT # 1135624 ISL CREST WA	302.24
<i>Org Key: MT2150 - Pavement Marking</i>				
P0112465	00209477	ALPINE PRODUCTS INC	WHITE TRAFFIC PAINT (25 PAILS)	362.50
<i>Org Key: MT3150 - Water Quality Event</i>				
P0112488	00209554	METROPRESORT	BACKFLOW LETTERS WITH BAT LIST	205.54
P0112488	00209554	METROPRESORT	BACKFLOW LETTERS WITH BAT LIST	137.83
<i>Org Key: MT3200 - Water Pumps</i>				
	00209497	CENTURYLINK	FIRE VHF RADIO @ RESERVOIR	59.74
	00209498	CENTURYLINK	MAIN FIRE STATION	59.74
	00209499	CENTURYLINK	MAIN FIRE STATION	59.74
	00209500	CENTURYLINK	MAIN WATER RESERVOIR	59.74
	00209501	CENTURYLINK	BOOSTER PUMP STATION	59.74
	00209502	CENTURYLINK	FIRE VHF RADIO @ RESERVOIR	59.74
<i>Org Key: MT3400 - Sewer Collection</i>				
P0111086	00209523	DUKE'S ROOT CONTROL INC	21-20 UNIT PRICED (SERVICE) SE	17,191.53

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0112464	00209533	H D FOWLER	6" X 100' ADS SOLID CORRUGATED	244.42
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00209492	CENTURYLINK	UTILITIES DEPARTMENT	212.40
	00209490	CENTURYLINK	UTILITIES DEPARTMENT	168.64
	00209488	CENTURYLINK	UTILITIES DEPARTMENT	124.45
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P0112479	00209587	WHISTLE WORKWEAR	MISC. WORK CLOTHES	101.76
<i>Org Key: MT3800 - Storm Drainage</i>				
P0108760	00209558	Olson Brother's Pro-Vac LLC	2020-22 On-Call Stormwater CCT	11,516.50
P0108760	00209558	Olson Brother's Pro-Vac LLC	2020-22 On-Call Stormwater CCT	2,397.50
P0112478	00209536	HOME DEPOT CREDIT SERVICE	MICROWAVE & COMPACT FRIGE	724.44
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0110073	00209517	COMCAST	2021 PW WIFI SERVICE	86.41
P0109899	00209525	EPSCA	1 RADIO FOR MAINTENANCE	25.25
P0109899	00209525	EPSCA	ACCESS FEE REBATE MAINT	-1.66
<i>Org Key: MT4200 - Building Services</i>				
P0112480	00209588	WHISTLE WORKWEAR	SAFETY BOOTS	178.67
<i>Org Key: MT4300 - Fleet Services</i>				
P0112429	00209478	AMERIGAS-1400	2021 PROPANE DELIVERY	1,306.44
P0109870	00209541	KIA MOTORS FINANCE	2021 KIA LEASE [2019 KIA NURO]	388.55
P0112463	00209564	PRAXAIR DISTRIBUTION INC	2021 ACETYLEN & OXYGEN TANK RE	63.63
<i>Org Key: MT4420 - Transportation Planner Eng</i>				
P0111507	00209537	IDAX DATA SOULTIONS	21-06 On-Call Traffic Data	1,325.00
<i>Org Key: MT4501 - Water Administration</i>				
P0112470	00209574	STATE AUDITOR'S OFFICE	FY2020 Financial Audit	1,996.34
	00209506	CENTURYLINK	RESERVOIR FIRE/BURGALUR ALARM	63.38
<i>Org Key: MT4502 - Sewer Administration</i>				
P0112470	00209574	STATE AUDITOR'S OFFICE	FY2020 Financial Audit	1,996.33
<i>Org Key: MT4503 - Storm Water Administration</i>				
P0112470	00209574	STATE AUDITOR'S OFFICE	FY2020 Financial Audit	1,996.33
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
P0112462	00209579	UNITED RENTALS NORTH AMERICA	BOOM 60-64' ARTICULATING RENTA	775.81
P0112438	00209563	PLATT ELECTRIC	400W HPS BULBS	684.36
	00209493	CENTURYLINK	BATTING CAGE DSL	84.36
<i>Org Key: MT6400 - Park Deferred Maintenance-ARPA</i>				
P0112428	00209562	PLANTSCAPES INC	Parks deferred maintenance ARP	20,682.29
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
	00209512	CENTURYLINK	LUTHER BURBANK PARK	129.23
P0112438	00209563	PLATT ELECTRIC	AAL A64021 LIGHT COVER	92.10
	00209484	CENTURYLINK	LUTHER BURBANK PARK	64.59
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0112494	00209580	UNITED SITE SERVICES	WEEKLY SANITATION SVC	258.30
<i>Org Key: PA0100 - Open Space Management</i>				
P0111296	00209530	GARDEN CYCLES	21-16B Ellis Pond Open Space	2,354.35
P0111290	00209555	MONARCH LANDSCAPING WA LLC	21-16G Luther Burbank Park Ope	1,229.67
P0111290	00209555	MONARCH LANDSCAPING WA LLC	21-16G Luther Burbank Park Ope	1,024.73
<i>Org Key: PA0123 - Luther Burbank Minor Capital L</i>				
P0108027	00209578	Transblue LLC	5% Retainage - 2020 Luther Bu	1,635.86
<i>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</i>				
P0112230	00209530	GARDEN CYCLES	Pioneer Park Restoration 2021-	9,199.19
P0112495	00209580	UNITED SITE SERVICES	PIONEER PARK WEEKLY RESTROOM S	151.66
<i>Org Key: PO1100 - Administration (PO)</i>				
P0112402	00209581	VERIZON WIRELESS	VERIZON POLICE AUG 24-SEPT23	724.14
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0109899	00209525	EPSCA	13 RADIOS FOR EMERGENCY MGMT	328.25
P0109899	00209525	EPSCA	ACCESS FEE REBATE EMERGENCY	-21.58
<i>Org Key: PO1650 - Regional Radio Operations</i>				
P0109899	00209525	EPSCA	60 RADIOS FOR POLICE DEPARTMEN	1,515.00
P0109899	00209525	EPSCA	ACCESS FEE REBATE POLICE	-99.60
<i>Org Key: PR4100 - Community Center</i>				
P0112512	00209516	COMCAST	community center internet oct	298.48
	00209508	CENTURYLINK	COMMUNITY CENTER 911 ID LINE	60.97
<i>Org Key: SU0113 - SCADA System Replacement-Sewer</i>				
P0103284	00209482	BROWN AND CALDWELL CONSULTANTS	PH1 SCADA EQUIPMENT REPLACEMEN	104,562.42
P0112477	00209532	GRAINGER	EXPANSION WEDGE ANCHOR (50 PK)	36.66
P0112474	00209536	HOME DEPOT CREDIT SERVICE	MISC. FITTINGS	15.78
<i>Org Key: SW0119 - Conveyance System Assessments</i>				
P0111769	00209559	OSBORN CONSULTING INC	Conveyance System Assessments	10,789.97
<i>Org Key: SW0120 - East Mercer Way Trenchless Cul</i>				
P0111770	00209559	OSBORN CONSULTING INC	East & West Mercer Way Trenchl	8,992.49
<i>Org Key: WU0102 - SCADA System Replacement-Water</i>				
P0103284	00209482	BROWN AND CALDWELL CONSULTANTS	PH1 SCADA EQUIPMENT REPLACEMEN	1,384.25
<i>Org Key: YF1200 - Thrift Shop</i>				
	00209496	CENTURYLINK	THRIFT SHOP ALARMS	205.74
	00209560	PETTY CASH FUND THRIFT SHOP	OPERATIONS	28.45
	00209560	PETTY CASH FUND THRIFT SHOP	VOLUNTEER SUPPLIES	26.97
	00209560	PETTY CASH FUND THRIFT SHOP	ONLINE ORDER SHIPPING	13.50
<i>Org Key: YF2600 - Family Assistance</i>				
P0112498	00209551	Lu, Yan	Rental assistance for EA clien	2,000.00
P0109895	00209569	SHOREWOOD #14885	Rental assistance for Emergenc	2,000.00
P0109895	00209569	SHOREWOOD #14885	Rental assistance for Emergenc	369.00
P0109895	00209569	SHOREWOOD #14885	Rental assistance for Emergenc	236.00
P0109894	00209539	KC HOUSING AUTHORITY	Rental Assistance for Emergenc	179.00

Accounts Payable Report by GL Key

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			Total	<u>399,857.76</u>

Accounts Payable Report by Check Number

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00209475	10/29/2021	ABBOTT, RICHARD LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	165.50
00209476	10/29/2021	ADAMS, RONALD E LEOFF1 Medicare Reimb	P0112501	102721	10/27/2021	664.22
00209477	10/29/2021	ALPINE PRODUCTS INC WHITE TRAFFIC PAINT (25 PAILS)	P0112465	TM-205736	10/14/2021	362.50
00209478	10/29/2021	AMERIGAS-1400 2021 PROPANE DELIVERY	P0112429	3127403436	10/06/2021	1,306.44
00209479	10/29/2021	AUGUSTSON, THOR LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	179.80
00209480	10/29/2021	BARNES, WILLIAM LEOFF1 Medicare Reimb		NOV2021A	11/01/2021	2,233.81
00209481	10/29/2021	BOOTH, GLENDON D LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	181.00
00209482	10/29/2021	BROWN AND CALDWELL CONSULTANTS PH1 SCADA EQUIPMENT REPLACEMENT	SP0103284	14421686	10/18/2021	105,946.67
00209483	10/29/2021	CENTURYLINK COMMUNITY CTR BACKUP PER T1		5359-SEPT23	09/23/2021	678.89
00209484	10/29/2021	CENTURYLINK LUTHER BURBANK PARK		0920-SEPT20	09/20/2021	64.59
00209485	10/29/2021	CENTURYLINK FIRE STATION 92 T1		8993-SEPT23	09/23/2021	1,579.95
00209486	10/29/2021	CENTURYLINK THRIFT STORE 911 BACKUP LINE		0818-SEPT20	09/20/2021	67.33
00209487	10/29/2021	CENTURYLINK FIRE STATION 91 BACKUP PRI TES		6081-SEPT29	09/29/2021	135.42
00209488	10/29/2021	CENTURYLINK UTILITIES DEPARTMENT		6989-SEPT23	09/23/2021	124.45
00209489	10/29/2021	CENTURYLINK OPX lines - 16 or 32?		3249-OCT1	10/01/2021	72.71
00209490	10/29/2021	CENTURYLINK UTILITIES DEPARTMENT		6988-SEPT23	09/23/2021	168.64
00209491	10/29/2021	CENTURYLINK TRUNKS & BILLING (PRI)		3600-OCT1	10/01/2021	582.36
00209492	10/29/2021	CENTURYLINK UTILITIES DEPARTMENT		6987-SEPT23	09/23/2021	212.40
00209493	10/29/2021	CENTURYLINK BATTING CAGE DSL		0689-OCT1	10/01/2021	84.36
00209494	10/29/2021	CENTURYLINK PUBLIC WORKS RADIO		6646-SEPT23	09/23/2021	96.05
00209495	10/29/2021	CENTURYLINK MAIN FIRE STATION FD#7		0834-OCT1	10/01/2021	193.90
00209496	10/29/2021	CENTURYLINK THRIFT SHOP ALARMS		4207-OCT1	10/01/2021	205.74
00209497	10/29/2021	CENTURYLINK FIRE VHF RADIO @ RESERVOIR		2633-SEPT16	09/16/2021	59.74
00209498	10/29/2021	CENTURYLINK MAIN FIRE STATION		4129-OCT2	10/02/2021	59.74
00209499	10/29/2021	CENTURYLINK MAIN FIRE STATION		4130-OCT2	10/02/2021	59.74
00209500	10/29/2021	CENTURYLINK MAIN WATER RESERVOIR		4212-OCT2	10/02/2021	59.74

Accounts Payable Report by Check Number

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00209501	10/29/2021	CENTURYLINK BOOSTER PUMP STATION		9073-OCT2	10/02/2021	59.74
00209502	10/29/2021	CENTURYLINK FIRE VHF RADIO @ RESERVOIR		2633-OCT16	10/16/2021	59.74
00209503	10/29/2021	CENTURYLINK FIRE STATION 92 ELEVATOR ALARM		2988-SEPT20	09/20/2021	65.09
00209504	10/29/2021	CENTURYLINK PRI Span		2071-SEPT20	09/20/2021	649.99
00209505	10/29/2021	CENTURYLINK FIRE/BURGLAR ALARM		9598-SEPT20	09/20/2021	67.97
00209506	10/29/2021	CENTURYLINK RESERVOIR FIRE/BURGALUR ALARM		8462-SEPT20	09/20/2021	63.38
00209507	10/29/2021	CENTURYLINK MAINTENANCE 911 BACKUP LINE		8350-SEPT20	09/20/2021	71.05
00209508	10/29/2021	CENTURYLINK COMMUNITY CENTER 911 ID LINE		8035-SEPT20	09/20/2021	60.97
00209509	10/29/2021	CENTURYLINK FIRE/BURGLAR ALARM		3500-SEPT20	09/20/2021	60.97
00209510	10/29/2021	CENTURYLINK FIRE STAT 92 ALARM, AUTODIAL &		2782-SEPT20	09/20/2021	202.41
00209511	10/29/2021	CENTURYLINK LUTHER BURBANK 911 BACKUP LIN		2017-SEPT20	09/20/2021	67.33
00209512	10/29/2021	CENTURYLINK LUTHER BURBANK PARK		1366-SEPT20	09/20/2021	129.23
00209513	10/29/2021	CENTURYLINK FIRE/BURGLAR ALARM		1230-SEPT20	09/20/2021	60.97
00209514	10/29/2021	CENTURYLINK COMMUNITY CENTER		0994-SEPT20	09/20/2021	124.56
00209515	10/29/2021	CHATALAS, MARC REFUND PERMIT # PRE21-041		PRE21-041	10/21/2021	217.68
00209516	10/29/2021	COMCAST business internet oct 22, 2021	P0112512	101121-0057728	10/11/2021	409.94
00209517	10/29/2021	COMCAST 2021 PW WIFI SERVICE	P0110073	100721-0365550	10/07/2021	86.41
00209518	10/29/2021	COOPER, ROBERT LEOFF1 Excess Benefit		MED123121	07/01/2021	2,860.01
00209519	10/29/2021	DAILY JOURNAL OF COMMERCE FIN MGMT SOFTWARE	P0112491	3370696	08/10/2021	129.85
00209520	10/29/2021	DEEDS, EDWARD G LEOFF1 Medicare Reimb	P0112509	102121	10/21/2021	835.12
00209521	10/29/2021	DEVENY, JAN P LEOFF1 Medicare Reimb	P0112510	102721	10/27/2021	917.00
00209522	10/29/2021	DOWD, PAUL LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	175.00
00209523	10/29/2021	DUKE'S ROOT CONTROL INC 21-20 UNIT PRICED (SERVICE) SE	P0111086	19701	09/30/2021	17,191.53
00209524	10/29/2021	ELSOE, RONALD LEOFF1 Medicare Reimb	P0112502	102721	10/27/2021	506.76
00209525	10/29/2021	EPSCA 44 RADIOS FOR FIRE 2021	P0109899	10568	10/01/2021	2,783.62
00209526	10/29/2021	ESA PEER REVIEW FOR CAO15-001	P0112486	166457	08/16/2021	6,336.00

Accounts Payable Report by Check Number

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00209527	10/29/2021	FISCHER, TARA REFUND OVERPAY 003178515		102521	10/25/2021	579.02
00209528	10/29/2021	FLOOD, JENNIFER REFUND PERMIT CAO21-005		CA021-005	10/25/2021	834.74
00209529	10/29/2021	FORSMAN, LOWELL LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	240.70
00209530	10/29/2021	GARDEN CYCLES 21-16B Ellis Pond Open Space	P0112230	636	10/19/2021	11,553.54
00209531	10/29/2021	GOODMAN, J C LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	220.40
00209532	10/29/2021	GRAINGER EXPANSION WEDGE ANCHOR (50 PK)	P0112477	9094058709	10/20/2021	36.66
00209533	10/29/2021	H D FOWLER 6" X 100' ADS SOLID CORRUGATED	P0112464	I5927190	10/06/2021	244.42
00209534	10/29/2021	HAGSTROM, JAMES LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	361.30
00209535	10/29/2021	HILTNER, PETER LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	619.50
00209536	10/29/2021	HOME DEPOT CREDIT SERVICE MICROWAVE & COMPACT FRIGE	P0112474	8103138	10/21/2021	740.22
00209537	10/29/2021	IDAX DATA SOULTIONS 21-06 On-Call Traffic Data	P0111507	INV-0001444	10/15/2021	1,325.00
00209538	10/29/2021	JOHNSON, CURTIS LEOFF1 Medicare Reimb		NOV2021A	11/01/2021	1,275.63
00209539	10/29/2021	KC HOUSING AUTHORITY Rental Assistance for Emergenc	P0109894	102721	10/27/2021	179.00
00209540	10/29/2021	KEEM, SEAN REFUND OVERPAY 01080244402		102021	10/20/2021	1,042.78
00209541	10/29/2021	KIA MOTORS FINANCE 2021 KIA LEASE [2019 KIA NURO]	P0109870	100421-191442337	10/04/2021	388.55
00209542	10/29/2021	KING COUNTY TREASURY PROJECT # 1135624 ISL CREST WA	P0112493	114782-114782	09/30/2021	302.24
00209543	10/29/2021	KUHN, DAVID LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	182.00
00209544	10/29/2021	LABAN, MINA REFUND PERMIT # PRE21-045		PRE21-045	10/26/2021	181.38
00209545	10/29/2021	Lakeside Construction REFUND PERMIT # SHL21-005		SHL21-005	10/25/2021	1,852.06
00209546	10/29/2021	LEOFF HEALTH & WELFARE TRUST FIRE RETIREES		110121	11/01/2021	52,207.66
00209547	10/29/2021	LEOFF HEALTH & WELFARE TRUST POLICE RETIREES		110121	11/01/2021	60,001.95
00209548	10/29/2021	LOISEAU, LERI M LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	165.70
00209549	10/29/2021	LONG, HAILEY REFUND PERMIT DSR21-011		DSR21-011	10/25/2021	3,376.84
00209550	10/29/2021	LOTT, JORDAN REFUND PERMIT PRE21-030		PRE21-030	10/21/2021	653.38
00209551	10/29/2021	Lu, Yan Rental assistance for EA clien	P0112498	102521	10/25/2021	2,000.00
00209552	10/29/2021	LYONS, STEVEN LEOFF1 Medicare Reimb	P0112503	102721	10/27/2021	659.34

Accounts Payable Report by Check Number

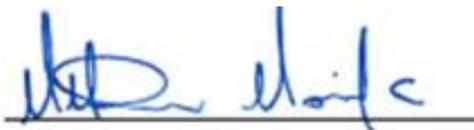
Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209553	10/29/2021	MASTEC PERMIT # WCF21-001		WCF21-001	10/25/2021	4,610.81
00209554	10/29/2021	METROPRESORT OCT 2021 PRINTING & MAILING OF	P0112488	IN638188	10/21/2021	1,276.44
00209555	10/29/2021	MONARCH LANDSCAPING WA LLC 21-16G Luther Burbank Park Ope	P0111290	CD50151266	06/30/2021	2,254.40
00209556	10/29/2021	MYERS, JAMES S LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	179.80
00209557	10/29/2021	Ng, April REFUND PERMIT PRE21-011		PRE21-011	10/20/2021	980.00
00209558	10/29/2021	Olson Brother's Pro-Vac LLC 2020-22 On-Call Stormwater CCT	P0108760	77796368	09/16/2021	13,914.00
00209559	10/29/2021	OSBORN CONSULTING INC Conveyance System Assessments	P0111770	6510	10/06/2021	19,782.46
00209560	10/29/2021	PETTY CASH FUND THRIFT SHOP OPERATIONS		102121	10/21/2021	68.92
00209561	10/29/2021	PITNEY BOWES Lease charges for folder/stuff	P0112475	3314226985	09/04/2021	1,053.76
00209562	10/29/2021	PLANTSCAPES INC Parks deferred maintenance ARP	P0112428	54177E	08/31/2021	20,682.29
00209563	10/29/2021	PLATT ELECTRIC 400W HPS BULBS	P0112438	2C01031/2C01064	10/05/2021	776.46
00209564	10/29/2021	PRAXAIR DISTRIBUTION INC 2021 ACETYLEN & OXYGEN TANK RE	P0112463	66376810	09/30/2021	63.63
00209565	10/29/2021	RAMSAY, JON LEOFF1 Medicare Reimb		NOV2021A	11/01/2021	752.06
00209566	10/29/2021	RUCKER, MANORD J LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	167.20
00209567	10/29/2021	SCHOENTRUP, WILLIAM LEOFF1 Medicare Reimb	P0112504	102721	10/27/2021	1,403.27
00209568	10/29/2021	SEABORN PILE DRIVING CO PERMIT # PRE21-047		PRE21-048	10/21/2021	1,016.30
00209569	10/29/2021	SHOREWOOD #14885 Rental assistance for Emergenc	P0109895	102121	10/21/2021	2,605.00
00209570	10/29/2021	SIGNTECH ELECTRICAL ADV REFUND PERMIT # DSR21-009		DSR21-009	10/21/2021	3,413.14
00209571	10/29/2021	Simpson, Andrea REFUND PERMIT # PRE21-050		PRE21-050	10/22/2021	726.00
00209572	10/29/2021	SMITH, RICHARD LEOFF1 Medicare Reimb	P0112505	102721	10/27/2021	309.70
00209573	10/29/2021	SNYDER, BRIAN WADE CBT Instructor	P0112487	092121	09/21/2021	862.50
00209574	10/29/2021	STATE AUDITOR'S OFFICE FY2020 Accountability - CARES	P0112470	L144456	10/12/2021	20,509.50
00209575	10/29/2021	T-Mobile REFUND PERMIT # WCF21-026		WCF21-026	10/25/2021	4,574.50
00209576	10/29/2021	THOMPSON, JAMES LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	196.40
00209577	10/29/2021	TRAFFIC SAFETY SUPPLY INVENTORY PURCHASES	P0112466	INV043055	10/13/2021	447.63
00209578	10/29/2021	Transblue LLC 5% Retainage - 2020 Luther Bu	P0108027	446826	03/04/2021	1,635.86

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209579	10/29/2021	UNITED RENTALS NORTH AMERICA BOOM 60-64' ARTICULATING RENTA	P0112462	198856867-001	10/06/2021	775.81
00209580	10/29/2021	UNITED SITE SERVICES WEEKLY SANITATION SVC	P0112495	114-12495261	10/14/2021	409.96
00209581	10/29/2021	VERIZON WIRELESS VERIZON POLICE AUG 24-SEPT23	P0112402	9889078771	09/23/2021	724.14
00209582	10/29/2021	WA ST DEPT OF TRANSPORTATION PROJET COSTS FOR AUGUST 2021	P0112497	RE41GMB1110R015	09/14/2021	417.02
00209583	10/29/2021	WALLACE, THOMAS LEOFF1 Medicare Reimb	P0112506	102721	10/27/2021	363.93
00209584	10/29/2021	WEGNER, KEN LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	144.60
00209585	10/29/2021	WEGNER, KEN LEOFF1 Retiree Medical Expense	P0112507	102721	10/27/2021	255.41
00209586	10/29/2021	WHEELER, DENNIS LEOFF1 Medicare Reimb		NOV2021B	11/01/2021	181.70
00209587	10/29/2021	WHISTLE WORKWEAR MISC. WORK CLOTHES	P0112479	103691	09/05/2021	101.76
00209588	10/29/2021	WHISTLE WORKWEAR SAFETY BOOTS	P0112480	108792	09/13/2021	178.67
00209589	10/29/2021	XEROX CORPORATION Copier Rental Fees September 2	P0112508	702516684	09/30/2021	1,080.71
					Total	<u>399,857.76</u>

CERTIFICATION OF CLAIMS

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



Finance Director

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

Mayor

Date

<u>Report</u>	<u>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	209590-209625	11/5/2021	\$498,898.40
			\$498,898.40

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P0112490	00209592	CHIN, DOUG	Refund - Returning deposits on	300.00
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0112523	00209594	FERGUSON ENTERPRISES LLC	INVENTORY PURCHASES	6,503.81
P0112481	00209594	FERGUSON ENTERPRISES LLC	INVENTORY PURCHASES	3,560.98
P0112527	00209625	WALTER E NELSON CO	INVENTORY PURCHASES	1,677.15
P0112531	00209598	H D FOWLER	INVENTORY PURCHASES	869.84
P0112517	00209595	GEMPLER'S INC	INVENTORY PURCHASES	594.32
P0112482	00209596	GRAINGER	INVENTORY PURCHASES	248.56
P0112530	00209598	H D FOWLER	INVENTORY PURCHASES	123.31
P0112483	00209596	GRAINGER	INVENTORY PURCHASES	105.53
<i>Org Key: CA1100 - Administration (CA)</i>				
P0112516	00209613	RELX INC DBA LEXISNEXIS	Invoice #3093479242 Legal	349.02
P0112516	00209613	RELX INC DBA LEXISNEXIS	Invoice #3093431950 Legal	349.02
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	40.00
	00209622	US BANK CORP PAYMENT SYS	Notary renewal	30.00
<i>Org Key: CM1100 - Administration (CM)</i>				
P0112472	00209617	SOUND PUBLISHING INC	Ntc. 2610520 PH TC Retail	101.37
P0112472	00209617	SOUND PUBLISHING INC	Ntc. 2609656 Ord 21C-23 on 9/2	78.04
<i>Org Key: CM1200 - City Clerk</i>				
P0112472	00209617	SOUND PUBLISHING INC	Ntc. 2610472 Ord. 21C-23 on 9/	65.07
P0112472	00209617	SOUND PUBLISHING INC	Ntc. 2609939 Ord. 21C-12 on 9/	62.48
P0112472	00209617	SOUND PUBLISHING INC	Ntc. 2609940 Ord. 21C-17 on 9/	62.48
P0112472	00209617	SOUND PUBLISHING INC	Ntc. 2610468 Ord. 21C-19 on 9/	62.48
P0112472	00209617	SOUND PUBLISHING INC	Ntc. 2610471 Ord. 21C-22 on 9/	59.89
P0112472	00209617	SOUND PUBLISHING INC	Ntc. 2610469 Ord. 21-20 on 9/2	54.70
P0112472	00209617	SOUND PUBLISHING INC	Ntc. 2609651 9/7 Meeting	41.74
<i>Org Key: CM1400 - Communications</i>				
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	15.96
<i>Org Key: CO6100 - City Council</i>				
	00209622	US BANK CORP PAYMENT SYS	Services - Software Maint/Supt	53.95
<i>Org Key: CR1100 - Human Resources</i>				
	00209622	US BANK CORP PAYMENT SYS	Job posting	399.00
	00209622	US BANK CORP PAYMENT SYS	Public Works Wellness Committe	254.30
	00209622	US BANK CORP PAYMENT SYS	Recruitment advertisement	199.00
	00209622	US BANK CORP PAYMENT SYS	Recruitment advertisement	199.00
	00209622	US BANK CORP PAYMENT SYS	Recruitment advertisement	199.00
	00209622	US BANK CORP PAYMENT SYS	Supplies-Employee Recognition	186.95
	00209622	US BANK CORP PAYMENT SYS	Recruitment advertisement	130.00
	00209622	US BANK CORP PAYMENT SYS	Recruitment advertisement	130.00
	00209622	US BANK CORP PAYMENT SYS	Recruitment advertisement	130.00
	00209622	US BANK CORP PAYMENT SYS	Recruitment advertisement	130.00
	00209622	US BANK CORP PAYMENT SYS	Recruitment advertisement	119.00
	00209622	US BANK CORP PAYMENT SYS	Recruitment advertisement	119.00
	00209622	US BANK CORP PAYMENT SYS	Recruitment advertisement	100.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00209622	US BANK CORP PAYMENT SYS	Recruitment advertisement	45.00
	00209622	US BANK CORP PAYMENT SYS	Recruitment advertisement	45.00
	00209622	US BANK CORP PAYMENT SYS	Office supplies	21.73
<i>Org Key: CT1100 - Municipal Court</i>				
P0112537	00209597	Gregory, Jeff	Judge pro tem 10/26 - 8.5 hrs	425.00
P0112538	00209600	INTERCOM LANGUAGE SERVICES INC	Intercom invoice #21-537	130.00
<i>Org Key: DS0000 - Development Services-Revenue</i>				
	00209590	AUDIO PLUS LLC	permit # 2108-115	197.48
<i>Org Key: DS1100 - Administration (DS)</i>				
P0112500	00209593	ESA	PEER REVIEW FOR CA021-002	1,075.43
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	549.11
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	95.00
	00209622	US BANK CORP PAYMENT SYS	Services - Financial	54.10
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	30.00
<i>Org Key: DS1200 - Bldg Plan Review & Inspection</i>				
	00209622	US BANK CORP PAYMENT SYS	Advertising	29.00
<i>Org Key: FN2100 - Data Processing</i>				
	00209622	US BANK CORP PAYMENT SYS	Services - Software Maint/Supt	1,826.56
P0112220	00209614	RYDIN DECAL	400 - 2022 RESTRICTED PARKING	457.20
P0112220	00209614	RYDIN DECAL	700 - 2022 TOWN CENTER PARKING	469.79
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0112532	00209607	METROPRESORT	OCT 2021 PRINTING & MAILING OF	72.76
P0112532	00209607	METROPRESORT	OCT 2021 PRINTING & MAILING OF	64.44
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0112532	00209607	METROPRESORT	OCT 2021 PRINTING & MAILING OF	72.76
P0112532	00209607	METROPRESORT	OCT 2021 PRINTING & MAILING OF	64.44
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0112532	00209607	METROPRESORT	OCT 2021 PRINTING & MAILING OF	72.75
P0112532	00209607	METROPRESORT	OCT 2021 PRINTING & MAILING OF	64.43
<i>Org Key: FR1100 - Administration (FR)</i>				
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	949.99
P0111887	00209601	KAISER FOUNDATION HEALTH PLAN	Hemke Medical Testing	833.00
	00209622	US BANK CORP PAYMENT SYS	Printer Toner	24.87
	00209622	US BANK CORP PAYMENT SYS	Prime Monthly Fee	14.30
<i>Org Key: FR1200 - Fire Marshal</i>				
P0112564	00209621	UNIVERSITY OF WA CLST	Exec Leadership Academy/Hicks	3,500.00
<i>Org Key: FR2100 - Fire Operations</i>				
	00209622	US BANK CORP PAYMENT SYS	Tools for Apparatus	1,114.32
	00209622	US BANK CORP PAYMENT SYS	Prefire Map Books	1,000.00
	00209622	US BANK CORP PAYMENT SYS	Prefire Map Books	738.66
	00209622	US BANK CORP PAYMENT SYS	Batteries	8.03
<i>Org Key: FR4100 - Training</i>				
	00209622	US BANK CORP PAYMENT SYS	Training Video	20.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00209622	US BANK CORP PAYMENT SYS	Training Video	20.00
	00209622	US BANK CORP PAYMENT SYS	Training Video	20.00
	00209622	US BANK CORP PAYMENT SYS	Training Video	20.00
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0112499	00209611	PITNEY BOWES INC	Q3 Folder/Stuffer Lease (inv.	442.32
<i>Org Key: GGM100 - Emerg Incident Response</i>				
	00209622	US BANK CORP PAYMENT SYS	Cloth face masks for Thrift Sh	1,119.03
	00209622	US BANK CORP PAYMENT SYS	Computer Supplies	467.15
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	241.55
	00209622	US BANK CORP PAYMENT SYS	Air filter replacement	60.54
	00209622	US BANK CORP PAYMENT SYS	replacement air filter	49.53
	00209622	US BANK CORP PAYMENT SYS	Face masks, accommodation for	28.60
	00209622	US BANK CORP PAYMENT SYS	Face shields, accommodation fo	16.45
	00209622	US BANK CORP PAYMENT SYS	Air filter	-44.03
<i>Org Key: GGM150 - EOC - Port of Seattle Grant</i>				
P0112552	00209606	Lisi Wolf Photography	MERCER ISLAND PHOTOGRAPHY	5,505.00
P0112550	00209623	USPS	MINEXT POSTCARD MAILER	1,971.82
<i>Org Key: GGX620 - Custodial Disbursements</i>				
P0112514	00209624	WA ST TREASURER'S OFFICE	SEPT21 MI Court Transmittal	2,025.73
P0112515	00209624	WA ST TREASURER'S OFFICE	SEPT21 NC Court Transmittal	1,706.53
P0112514	00209624	WA ST TREASURER'S OFFICE	SEPT21 MI Court Transmittal	1,081.77
P0112515	00209624	WA ST TREASURER'S OFFICE	SEPT21 NC Court Transmittal	1,006.98
P0112515	00209624	WA ST TREASURER'S OFFICE	SEPT21 NC Court Transmittal	858.86
P0112514	00209624	WA ST TREASURER'S OFFICE	SEPT21 MI Court Transmittal	784.22
P0112515	00209624	WA ST TREASURER'S OFFICE	SEPT21 NC Court Transmittal	373.59
P0112514	00209624	WA ST TREASURER'S OFFICE	SEPT21 MI Court Transmittal	277.81
P0112515	00209624	WA ST TREASURER'S OFFICE	SEPT21 NC Court Transmittal	186.58
P0112515	00209624	WA ST TREASURER'S OFFICE	SEPT21 NC Court Transmittal	178.64
P0112514	00209624	WA ST TREASURER'S OFFICE	SEPT21 MI Court Transmittal	140.28
P0112514	00209624	WA ST TREASURER'S OFFICE	SEPT21 MI Court Transmittal	138.52
P0112514	00209624	WA ST TREASURER'S OFFICE	SEPT21 MI Court Transmittal	129.61
P0112515	00209624	WA ST TREASURER'S OFFICE	SEPT21 NC Court Transmittal	99.99
P0112514	00209624	WA ST TREASURER'S OFFICE	SEPT21 MI Court Transmittal	99.99
P0112515	00209624	WA ST TREASURER'S OFFICE	SEPT21 NC Court Transmittal	99.99
P0112514	00209624	WA ST TREASURER'S OFFICE	SEPT21 MI Court Transmittal	99.99
P0112514	00209624	WA ST TREASURER'S OFFICE	SEPT21 MI Court Transmittal	92.44
P0112515	00209624	WA ST TREASURER'S OFFICE	SEPT21 NC Court Transmittal	74.37
P0112514	00209624	WA ST TREASURER'S OFFICE	SEPT21 MI Court Transmittal	41.92
P0112515	00209624	WA ST TREASURER'S OFFICE	SEPT21 NC Court Transmittal	36.64
P0112515	00209624	WA ST TREASURER'S OFFICE	SEPT21 NC Court Transmittal	5.12
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0112426	00209605	LIFTOFF LLC	5 Additional Office G3 License	400.00
	00209622	US BANK CORP PAYMENT SYS	Computer Supplies	283.98
	00209622	US BANK CORP PAYMENT SYS	Computer Supplies	275.20
	00209622	US BANK CORP PAYMENT SYS	Services - Software Maint/Supt	262.04
	00209622	US BANK CORP PAYMENT SYS	Computer Supplies	238.77
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	33.02

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00209622	US BANK CORP PAYMENT SYS	Professional Services	23.72
	00209622	US BANK CORP PAYMENT SYS	Professional Services	23.12
	00209622	US BANK CORP PAYMENT SYS	Professional Services	13.21
	00209622	US BANK CORP PAYMENT SYS	Professional Services	12.11
	00209622	US BANK CORP PAYMENT SYS	Professional Services	6.56
	00209622	US BANK CORP PAYMENT SYS	Professional Services	3.63
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	-33.02
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0112489	00209619	TRAFFIC SAFETY SUPPLY	STREET SIGNS	133.01
<i>Org Key: MT3100 - Water Distribution</i>				
P0112529	00209598	H D FOWLER	6" PIPE FITTINGS	658.80
P0112526	00209603	LAKESIDE INDUSTRIES	CLASS B ASPHALT (3.04 TONS)	271.11
P0112524	00209599	HOME DEPOT CREDIT SERVICE	HAND SAWS & SPRAYER	63.69
<i>Org Key: MT3300 - Water Associated Costs</i>				
	00209622	US BANK CORP PAYMENT SYS	Water distribution manager exa	100.00
<i>Org Key: MT3800 - Storm Drainage</i>				
P0112528	00209620	UNITED RENTALS NORTH AMERICA	MINI EXCAVATOR RENTAL	1,945.58
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0112525	00209618	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	100.63
<i>Org Key: MT4200 - Building Services</i>				
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	715.52
	00209622	US BANK CORP PAYMENT SYS	Lights for facilities	193.68
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	164.05
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	88.07
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	60.00
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	51.44
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	23.83
<i>Org Key: MT4300 - Fleet Services</i>				
P0112519	00209608	MI SCHOOL DISTRICT #400	2021 MISD SCHOOL DISTRICT FUEL	10,412.46
P0112520	00209609	NELSON PETROLEUM	2021 DIESEL DELIVERY	2,535.09
P0112522	00209610	PACIFIC RUBBER	HOSE FOR GAS PUMP AT FIRE STAT	272.31
P0112522	00209610	PACIFIC RUBBER	HOSE ASSEMBLY	219.86
	00209622	US BANK CORP PAYMENT SYS	Fuel & Oil	46.12
	00209622	US BANK CORP PAYMENT SYS	Fuel CMI 495	45.94
	00209622	US BANK CORP PAYMENT SYS	Fuel CMI 495	44.25
	00209622	US BANK CORP PAYMENT SYS	CMI 485	42.24
	00209622	US BANK CORP PAYMENT SYS	CMI 485	36.90
	00209622	US BANK CORP PAYMENT SYS	CMI 485	30.33
<i>Org Key: MT4502 - Sewer Administration</i>				
P0109806	00209602	KING COUNTY TREASURY	JAN-DEC 2021 MONTHLY SEWER CHA	409,561.02
<i>Org Key: MT6100 - Park Maintenance</i>				
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	45.80
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
	00209622	US BANK CORP PAYMENT SYS	Upper LB bike skills fence ren	1,349.83

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT6800 - Trails Maintenance</i>				
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	185.63
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	70.95
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0112540	00209615	SKYLINE COMMUNICATIONS INC	NOV 2021 EOC INTERNET	206.55
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	40.00
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	32.37
<i>Org Key: PO1700 - Records and Property</i>				
	00209622	US BANK CORP PAYMENT SYS	Evidence Supplies	65.94
	00209622	US BANK CORP PAYMENT SYS	WAPRO Virtual Conference - Rec	65.00
<i>Org Key: PO2100 - Patrol Division</i>				
	00209622	US BANK CORP PAYMENT SYS	Hand Sanitizer Stations - Poli	308.17
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	125.84
	00209622	US BANK CORP PAYMENT SYS	Sanitizing Wipes - Patrol	27.69
	00209622	US BANK CORP PAYMENT SYS	Sample Covid Mask for approval	17.50
<i>Org Key: PO2201 - Dive Team</i>				
P0112073	00209591	BUBBLES BELOW	Service of AGA Masks - Dive Te	2,839.22
<i>Org Key: PO2450 - Special Operations Team</i>				
	00209622	US BANK CORP PAYMENT SYS	NTOA course registration	670.00
	00209622	US BANK CORP PAYMENT SYS	Protective case for team iPad	44.03
	00209622	US BANK CORP PAYMENT SYS	NTOA membership renewal	35.00
<i>Org Key: PO3100 - Investigation Division</i>				
	00209622	US BANK CORP PAYMENT SYS	Homicide conference tuition	700.00
	00209622	US BANK CORP PAYMENT SYS	WA Homicide Investigator's con	466.20
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	126.81
	00209622	US BANK CORP PAYMENT SYS	Ferry to get back from WAHIA c	29.45
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	24.41
<i>Org Key: PO4100 - Firearms Training</i>				
	00209622	US BANK CORP PAYMENT SYS	Holsters for RMRs	647.36
<i>Org Key: PO4300 - Police Training</i>				
	00209622	US BANK CORP PAYMENT SYS	Tuition for FBI LEEDA for Sgt.	350.00
	00209622	US BANK CORP PAYMENT SYS	Travel Expense	105.60
<i>Org Key: PR1100 - Administration (PR)</i>				
	00209622	US BANK CORP PAYMENT SYS	Agency Membership to Washingto	1,078.00
	00209622	US BANK CORP PAYMENT SYS	Excel training for Recreation	189.00
<i>Org Key: PR2100 - Recreation Programs</i>				
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	250.00
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	166.10
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	40.00
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	20.00
<i>Org Key: PR4100 - Community Center</i>				
	00209622	US BANK CORP PAYMENT SYS	Vacuum for MICEC	369.10
P0112376	00209604	LEGEND DATA SYSTEMS INC	Ribbons for MICEC's card print	230.66

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PR5600 - Cultural & Performing Arts</i>				
P0112567	00209616	SMASON, MARK	Town Center Entertainment for	350.00
<i>Org Key: SU0113 - SCADA System Replacement-Sewer</i>				
P0112518	00209612	PLATT ELECTRIC	CONDUIT & MISC. FITTINGS	1,128.93
<i>Org Key: YF1100 - YFS General Services</i>				
	00209622	US BANK CORP PAYMENT SYS	Telehealth subscription	687.50
	00209622	US BANK CORP PAYMENT SYS	Webcams for remote work	139.80
	00209622	US BANK CORP PAYMENT SYS	Telehealth subscription	86.18
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	54.85
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	33.98
	00209622	US BANK CORP PAYMENT SYS	Office supplies	3.30
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	-33.98
<i>Org Key: YF1200 - Thrift Shop</i>				
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	550.48
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	392.36
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	333.72
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	295.42
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	220.19
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	159.47
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	107.85
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	95.68
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	82.66
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	49.99
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	29.67
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	25.45
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	21.97
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	21.90
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	20.97
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	15.50
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	14.00
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	7.70
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	5.00
<i>Org Key: YF2100 - School/City Partnership</i>				
	00209622	US BANK CORP PAYMENT SYS	School counseling supplies	107.49
<i>Org Key: YF2500 - Family Counseling</i>				
	00209622	US BANK CORP PAYMENT SYS	For printer ink	102.03
	00209622	US BANK CORP PAYMENT SYS	Counseling supplies	34.18
<i>Org Key: YF2600 - Family Assistance</i>				
	00209622	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	726.03
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	400.00
	00209622	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	148.21
	00209622	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	100.00
	00209622	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	64.84
	00209622	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	53.19
	00209622	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	36.55
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	35.63

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	7.74
<i>Org Key: YF2850 - Federal SPF Grant</i>				
	00209622	US BANK CORP PAYMENT SYS	Tuition & Registrations	500.00
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	100.00
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	53.86
	00209622	US BANK CORP PAYMENT SYS	Operating Supplies	20.00
Total				<u>498,898.40</u>

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209590	11/03/2021	AUDIO PLUS LLC permit # 2108-115		2108-115	09/30/2021	197.48
00209591	11/03/2021	BUBBLES BELOW Service of AGA Masks - Dive Te	P0112073	2,8,7,4,10B	08/23/2021	2,839.22
00209592	11/03/2021	CHIN, DOUG Refund - Returning deposits on	P0112490	33920	10/21/2021	300.00
00209593	11/03/2021	ESA PEER REVIEW FOR CA021-002	P0112500	168767	10/22/2021	1,075.43
00209594	11/03/2021	FERGUSON ENTERPRISES LLC INVENTORY PURCHASES	P0112523	1041116	10/25/2021	10,064.79
00209595	11/03/2021	GEMPLER'S INC INVENTORY PURCHASES	P0112517	INV0004481868	10/21/2021	594.32
00209596	11/03/2021	GRAINGER INVENTORY PURCHASES	P0112483	9096807483	10/22/2021	354.09
00209597	11/03/2021	Gregory, Jeff Judge pro tem 10/26 - 8.5 hrs	P0112537	102621	10/26/2021	425.00
00209598	11/03/2021	H D FOWLER INVENTORY PURCHASES	P0112529	I5933932	10/13/2021	1,651.95
00209599	11/03/2021	HOME DEPOT CREDIT SERVICE HAND SAWS & SPRAYER	P0112524	0622342	10/29/2021	63.69
00209600	11/03/2021	INTERCOM LANGUAGE SERVICES INC Intercom invoice #21-537	P0112538	21-537	10/29/2021	130.00
00209601	11/03/2021	KAISER FOUNDATION HEALTH PLAN Hemke Medical Testing	P0111887	70756143B	08/11/2021	833.00
00209602	11/03/2021	KING COUNTY TREASURY JAN-DEC 2021 MONTHLY SEWER CHA	P0109806	30032752	11/01/2021	409,561.02
00209603	11/03/2021	LAKESIDE INDUSTRIES CLASS B ASPHALT (3.04 TONS)	P0112526	177696	10/16/2021	271.11
00209604	11/03/2021	LEGEND DATA SYSTEMS INC Ribbons for MICEC's card print	P0112376	132839	10/08/2021	230.66
00209605	11/03/2021	LIFTOFF LLC 5 Additional Office G3 License	P0112426	6002ADD13	10/19/2021	400.00
00209606	11/03/2021	Lisi Wolf Photography MERCER ISLAND PHOTOGRAPHY	P0112552	1402	10/20/2021	5,505.00
00209607	11/03/2021	METROPRESORT OCT 2021 PRINTING & MAILING OF	P0112532	IN638338	10/28/2021	411.58
00209608	11/03/2021	MI SCHOOL DISTRICT #400 2021 MISC SCHOOL DISTRICT FUEL	P0112519	2021-09.30FUEL	10/31/2021	10,412.46
00209609	11/03/2021	NELSON PETROLEUM 2021 DIESEL DELIVERY	P0112520	0778584-IN	10/27/2021	2,535.09
00209610	11/03/2021	PACIFIC RUBBER HOSE ASSEMBLY	P0112522	R062117/R062270	10/14/2021	492.17
00209611	11/03/2021	PITNEY BOWES INC Q3 Folder/Stuffer Lease (inv.	P0112499	1019025288	09/29/2021	442.32
00209612	11/03/2021	PLATT ELECTRIC CONDUIT & MISC. FITTINGS	P0112518	2C39669	10/13/2021	1,128.93
00209613	11/03/2021	RELX INC DBA LEXISNEXIS Invoice #3093479242 Legal	P0112516	3093431950	10/29/2021	698.04
00209614	11/03/2021	RYDIN DECAL 400 - 2022 RESTRICTED PARKING	P0112220	386416	10/18/2021	926.99
00209615	11/03/2021	SKYLINE COMMUNICATIONS INC NOV 2021 EOC INTERNET	P0112540	IN46366	11/01/2021	206.55

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209616	11/03/2021	SMASON, MARK Town Center Entertainment for	P0112567	102921	10/29/2021	350.00
00209617	11/03/2021	SOUND PUBLISHING INC Ntc. 2609656 Ord 21C-23 on 9/2	P0112472	8039603	09/30/2021	588.25
00209618	11/03/2021	SOUND SAFETY PRODUCTS MISC. WORK CLOTHES	P0112525	203879/3	10/28/2021	100.63
00209619	11/03/2021	TRAFFIC SAFETY SUPPLY STREET SIGNS	P0112489	INV043322	10/21/2021	133.01
00209620	11/03/2021	UNITED RENTALS NORTH AMERICA MINI EXCAVATOR RENTAL	P0112528	191735351-010	10/13/2021	1,945.58
00209621	11/03/2021	UNIVERSITY OF WA CLST Exec Leadership Academy/Hicks	P0112564	1	10/21/2021	3,500.00
00209622	11/03/2021	US BANK CORP PAYMENT SYS Notary renewal		5539OCT21	10/06/2021	27,341.50
00209623	11/03/2021	USPS MINEXT POSTCARD MAILER	P0112550	28083	11/02/2021	1,971.82
00209624	11/03/2021	WA ST TREASURER'S OFFICE SEPT21 NC Court Transmittal	P0112514	SEPT21B	10/28/2021	9,539.57
00209625	11/03/2021	WALTER E NELSON CO INVENTORY PURCHASES	P0112527	835494	10/28/2021	1,677.15
					Total	498,898.40



CITY COUNCIL MINUTES REGULAR VIDEO MEETING October 19, 2021

Item 4.

CALL TO ORDER & ROLL CALL

Mayor Wong called the meeting to order at 5:00 pm from a remote location.

Mayor Benson Wong, Deputy Mayor Wendy Weiker, and Councilmembers Lisa Anderl, Jake Jacobson, Salim Nice, Craig Reynolds, and David Rosenbaum participated remotely using a video teleconferencing platform by Zoom.

Jessi Bon, City Manager, participated remotely from City Hall, 9611 SE 36th Street, Mercer Island, Washington. The City Attorney and Mercer Island City Leadership Team participated from remote locations.

PLEDGE OF ALLEGIANCE

Councilmember Jacobson delivered the Pledge of Allegiance.

AGENDA APPROVAL

It was moved by Jacobson; seconded by Reynolds to:

Approve the agenda.

Passed 7-0

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

CITY MANAGER REPORT

City Manager Bon reported on the following items:

- Vaccine verification starts Monday October 25 and applies to operations at the MICEC.
- Board and Commission meeting updates
- Med take back event Saturday October 23
- Fall Recycling Event Saturday October 30, 9:00 am – 3:00 pm
- Luther Burbank Swim beach Environmental improvements
- Bike Skills area temporarily closed
- Keeping MI streets clean and safe
- Arbor Day event
- Hallo-Weekend Fun on MI

APPEARANCES

Addie Smith, Mercer Island. She spoke of being a hate crime survivor on Mercer Island.

Randy Bannecker, Seattle/ King County Realtors. He spoke to the sign code amendment and how it may affect real estate open houses and regarding implementing a permit system for temporary signs.

CONSENT AGENDA

Approval of Certification of Claims for the period ending:

September 30, 2021, in the amount of \$747,929.60

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.

Claims Reporting for Electronic Funds Transfer for the months ending:

A) August 31, 2021 in the amount of \$3,313,630.81

B) September 20, 2021 in the amount of \$2,132,627.13

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.

Approval of the Payroll Certification for the following period ending:

AB 5963: October 8, 2021 Payroll Certification in the amount of \$790,851.09

Recommended Action: Approve the October 8, 2021 Payroll Certification in the amount of \$790,851.09 and authorize the Mayor to sign the certification on behalf of the entire City Council.

Approve Minutes of the following meetings:

A) September 21, 2021 Regular Meeting

B) October 5, 2021 Special Meeting

AB 5958: Ordinance Amending MICC 2.08.020 to include Juneteenth as a Legal Holiday of the City (Ord. No. 21C-24 Second Reading)

Recommended Action: Adopt Ordinance No. 21C-24 Amending MICC 2.08.020 to add Juneteenth as a Legal Holiday of the City.

AB 5946: 2022-2025 Eastside Transportation Partnership (ETP) Interlocal Agreement

Recommended Action: Authorize the City Manager to execute the 2022-2025 Eastside Transportation Partnership Interlocal Agreement.

AB 5959: US Climate Mayors initiative

Recommended Action: Authorize Mayor Wong to Sign-on to the US Climate Mayors initiative.

AB 5955: One-Year Extension of the 2019-2021 Fire Collective Bargaining Agreement

Recommended Action: Authorize the City Manager to sign the 2021 Extension of the 2019-2021 Fire Collective Bargaining Agreement with the Professional Firefighters Association of Mercer Island (IAFF Local 1762) for the period of January 1, 2022 through December 31, 2022, in substantially the form attached hereto as Exhibit 1.

It was moved by Nice; seconded by Reynolds to:

Approve the Consent Agenda and the recommendations contained therein.

PASSED: 7-0

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

REGULAR BUSINESS

AB 5952: Development Code Amendment ZTR19-003 Signage (Ord. No. 21C-21 Second Reading)

Jeff Thomas, Interim CPD Director, Alison Van Gorp, Deputy CPD Director, and Daniel Kenney, Special Counsel, gave a brief overview of the proposed code amendment and answered questions from Council.

Alison Van Gorp, Deputy CPD Director, gave an overview to the Council on how the proposed code amendment was dialed back to only address bringing the sign code into compliance with Reed.

Council discussed the proposed amendment.

It was moved by Nice; seconded by Jacobson to:

Adopt Ordinance No. 21C-21 amending the temporary non-commercial sign regulations in MICC 19.06.020 as amended

PASSED: 7-0

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

Moved by Reynolds; second by Wong to;

Amend 19.06.020.A.6.e to read - A temporary sign may only be erected for a maximum of 120 days during a 365-day period.

PASSED 4-3

FOR: 4 (Jacobson, Reynolds, Rosenbaum, Wong) AGAINST: 3 (Anderl, Nice, Weiker)

Moved by Weiker; seconded by Wong to:

Amend 19.06.020.A.6.a to include - Except for real estate open house signs placed during open houses.

FAILED: 1-6

FOR: 1 (Weiker) AGAINST (Anderl, Jacobson, Nice, Reynolds, Rosenbaum, Wong)

Main motion passed as amended.

AB 5957: Youth & Family Services Emergency Assistance Update

Tambi Cork, YFS Administrator, gave a presentation to Council on the YFS Emergency Assistance update regarding:

- Emergency Assistance Program
- Emergency Assistance Fund
- Community Support
- Number of Households served by these programs
- Food Pantry updates and usage

Council received the report and held discussion on this topic.

AB 5961: American Rescue Plan Act (ARPA) Funding Discussion, including sewer and water projects overview.

Jason Kintner, Chief of Operations, Matt Mornick, Finance Director, and Merrill Thomas-Schadt, Recreation Coordinator, gave a presentation to Council on ARPA funding, and presented to Council projects that are being proposed to be funded with the use of ARPA funding.

Council took a break from 7:33 PM to 7:40 PM

Council discussed the proposals and provided feedback to staff.

Council gave a thumbs up to the move the proposed operational projects forward and to bring them back in Q1 2022 for Council approval.

It was moved by Jacobson; seconded by Nice to:

Appropriate \$1,171,500 of ARPA funds to address immediate operational needs within the organization as described in this Agenda Bill

PASSED: 6-0

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

AB 5962: 2021 Board and Commission Appointments

Arts Council – One (1) open position; two (2) applications received

Deputy Mayor Weiker rejoined the meeting at 8:02 PM.

Round 1, Position 3 - Term 2023 - City Clerk Larson emailed the ballots to each Councilmember with a list of the following applicants:

- Rachel Blum
- Jonathan Harrington

The ballots were tallied, and Rachel Blum received seven (7) votes to be appointed to the Arts Council, Position 3, expiring May 31, 2023.

Ballots: 7 – Blum (Anderl, Jacobson, Nice, Reynolds, Rosenbaum, Weiker, and Wong)

Design Commission – One (1) open specialist position; two (2) application received.

Round 1, Position 6 – Term 2025 - City Clerk Larson emailed the ballots to each Councilmember with a list of the following applicants:

- Catherine Lategan
- Ray Akers

The ballots were tallied, and Catherine Lategan received four (4) votes to be appointed to the Design Commission, Position 6, expiring May 31, 2025.

Ballots: 4 – Lategan (Reynolds, Rosenbaum, Weiker, and Wong)
3 – Akers (Anderl, Jacobson, and Nice)

Council took a break from 8:06 PM to 8:11 PM

Mayor Wong read the appointments listed in Resolution No. 1603 into the record.

It was moved by Nice; seconded by Reynolds to:

Adopt Resolution No. 1603 appointing members to the Mercer Island Boards and Commissions.

PASSED: 7-0

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

OTHER BUSINESS

Planning Schedule

City Manager Bon reported that there will be a Special City Council meeting on November 1, 2021. City Manager Bon also updated on some movement of items on the Planning Schedule, about the potential of adding a Special Meeting on November 9, 2021, and regular meetings on November 16 & December 7, 2021.

Councilmember Absences

There were no absences reported.

Councilmember Reports

Councilmember Rosenbaum:

- King County possibly repealing the helmet law will share the info he has received.

Councilmember Jacobson:

- Parks and Recreation Commission has met twice since last City Council meeting including work on the PROS plan and on the restart plan.

Mayor Wong:

- On October 7, there was an event held to honor Thrift Store volunteers on the MICEC Terrace. On October 14, there was a K4C workshop that was a very informative workshop and lots of data is going to be coming from the county. Mercer Island Schools Foundation phone-a-thon is going on now.

ADJOURNMENT

The Council Meeting adjourned at 8:20 PM.

Benson Wong, Mayor

Attest:

Andrea Larson, City Clerk



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

**AB 5967
November 16, 2021
Consent Agenda**

AGENDA BILL INFORMATION

TITLE:	AB 5967: King County North Mercer Interceptor Staging Area Agreements for the I-90 Boat Launch and Luther Burbank South Parking Lot	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
RECOMMENDED ACTION:	Authorize the City Manager to execute property agreements substantially as presented with King County and Washington State Department of Transportation	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Public Works		
STAFF:	Jason Kintner, Chief of Operations Paul West, CIP Project Manager		
COUNCIL LIAISON:	n/a	Choose an item.	Choose an item.
EXHIBITS:	<ol style="list-style-type: none"> 1. Project Map 2. I-90 Boat Launch Sublease 3. I-90 Boat Launch Proposed Work Detail Diagram 4. I I-90 Boat Launch Amendment #2 to Airspace Lease 5. I-90 Boat Launch Mitigation Measures 6. I-90 Boat Launch RCO approval of Non-conforming Use 7. Luther Burbank South Parking Lot License Agreement 8. Luther Burbank South Parking Lot Proposed License Area Diagram 9. Luther Burbank RCO approval of Non-conforming Use 		
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

SUMMARY

The purpose of this agenda bill is to authorize the City Manager to execute two property agreements with King County (“County”) and amend the airspace lease for the I-90 Boat Launch to provide construction staging space for the North Mercer Island and Enatai Sewer Upgrade Project (“Project”). The property agreements will allow the County’s contractor to occupy a portion of the I-90 Boat Launch for two years and also occupy a portion of the Luther Burbank Park south parking lot in the off-season (October 1 to May 15) for the duration of the construction project. The City will be compensated for these uses as detailed below.

The Project will begin in early 2022 and is anticipated to be complete in 2024. City staff are working closely with the County to coordinate messaging, including advance notice of parking lot closures and traffic impacts.

PROJECT BACKGROUND

Beginning in early 2022, the King County Wastewater Treatment Division will replace sewer pipes that serve areas in north Mercer Island, the southwest portion of Bellevue near Enatai Beach, and the Town of Beaux Arts Village. These pipes, which are owned and maintained by the County, carry wastewater from their North Mercer Island Pump Station to the Sweyolocken Pump Station in Bellevue (see Exhibit 1). Installed during the 1970s, these pipes are aging and reaching capacity. The new pipes will provide service for the next 50 to 60 years. City Council approved an Interagency Agreement (IAA) with King County for this project at its June 1, 2021 meeting ([AB 5882: King County North Mercer Interceptor Interagency Agreement](#)). The IAA established the County as the lead agency for the project and detailed particular elements of the project that will impact the City's infrastructure.

The County has searched for places that its contractor can stage materials and equipment for this project. Vacant land on the north end of Mercer Island is scarce. The I-90 Boat Launch and Luther Burbank Park south parking lot sites provide the best of the few options for staging in proximity to the project. Other staging will take place on WSDOT right-of-way. City staff structured the agreements to limit the impact to recreational park users. At no time during the project will either facility be closed for public use. The agreements limit the footprint for staging operations and specify peak-season restrictions for both sites. These and other mitigation measures will reduce the impact on public recreation.

I-90 BOAT LAUNCH SUBLEASE AND WSDOT AIRSPACE LEASE AMENDMENT

The I-90 Boat Launch is located on Washington State Department of Transportation ("WSDOT") interstate right-of-way. The City obtained an airspace lease with WSDOT in 1994 which allowed the City to make improvements to the right-of-way for public recreation including the boat ramp and parking lot. Under the proposed agreement (Exhibit 2), the County will sublease a portion of the Boat Launch from the City for two years and can occupy 41 of the 60 trailer parking spots (Exhibit 3). To sublease the parking spaces to the County, WSDOT required an amendment to the airspace lease (Exhibit 4).

The City and WSDOT developed the sublease based on Federal Highway Administration requirements, the anticipated budgetary impacts to the City, and additional impacts to the Mercer Island community. The County will pay fair market value for its use of the site and the City will pass through all of the proceeds, minus reasonable costs for administration, to WSDOT. Under the conditions of the airspace lease amendment, the projected impact for the County to use the 41 designated trailer parking spaces during construction amounts to just over \$56,000 per year to the City in both 2022 and 2023. This figure is based in part on the loss of parking revenue using 2017-2020 revenue actuals and rate increases in 2021.

The sublease includes mitigation measures that limit impacts to boat launch users (Exhibit 5). The Boat Launch will remain open throughout the project. The access road to the boat launch will remain fully open at all times except for a two-week period when it is reduced to one lane to accommodate construction of an underground pipe. The County will make all reasonable efforts to complete this work in the off-season. Some of the lost parking will be mitigated by directing overflow trailer parking to the City Hall parking lot on the weekends. The County will be responsible for the signage and public noticing to operate this system.

The Boat Launch was constructed with Washington State recreation funding through agreements that are now administered by the State Recreation and Conservation Office ("RCO"). Any non-recreational use that exceeds 180 days could be construed as a conversion which violates the terms of the grant agreements used to construct the boat launch. A pre-approval from RCO provides the City with an exception to the RCO conversion policy (Exhibit 6).

LUTHER BURBANK PARK SOUTH PARKING LOT LICENSE AGREEMENT

Under the proposed agreement (Exhibit 7), the County will have temporary license to occupy a portion of the south parking lot at Luther Burbank Park for seven and a half months between October 1 and May 15 through the duration of the project. The County will occupy 42 parking spaces in the south bay of the parking lot, out of the 70 total located there (Exhibit 8). These parking stalls are farthest from the park access and least used. This license is subject to a number of conditions that limit the impact of the County's operation on park users, such as public information, fencing, traffic control, restrictions on use, notification of neighbors, and portable toilets. The County will be required to completely demobilize and clean up the site by May 15 each year to make it available for public recreation during the summer season. The County will pay a rental fee of \$10,000 per year at the start of each period of occupation. At the end of the project, the County will restore any damage to the parking lot.

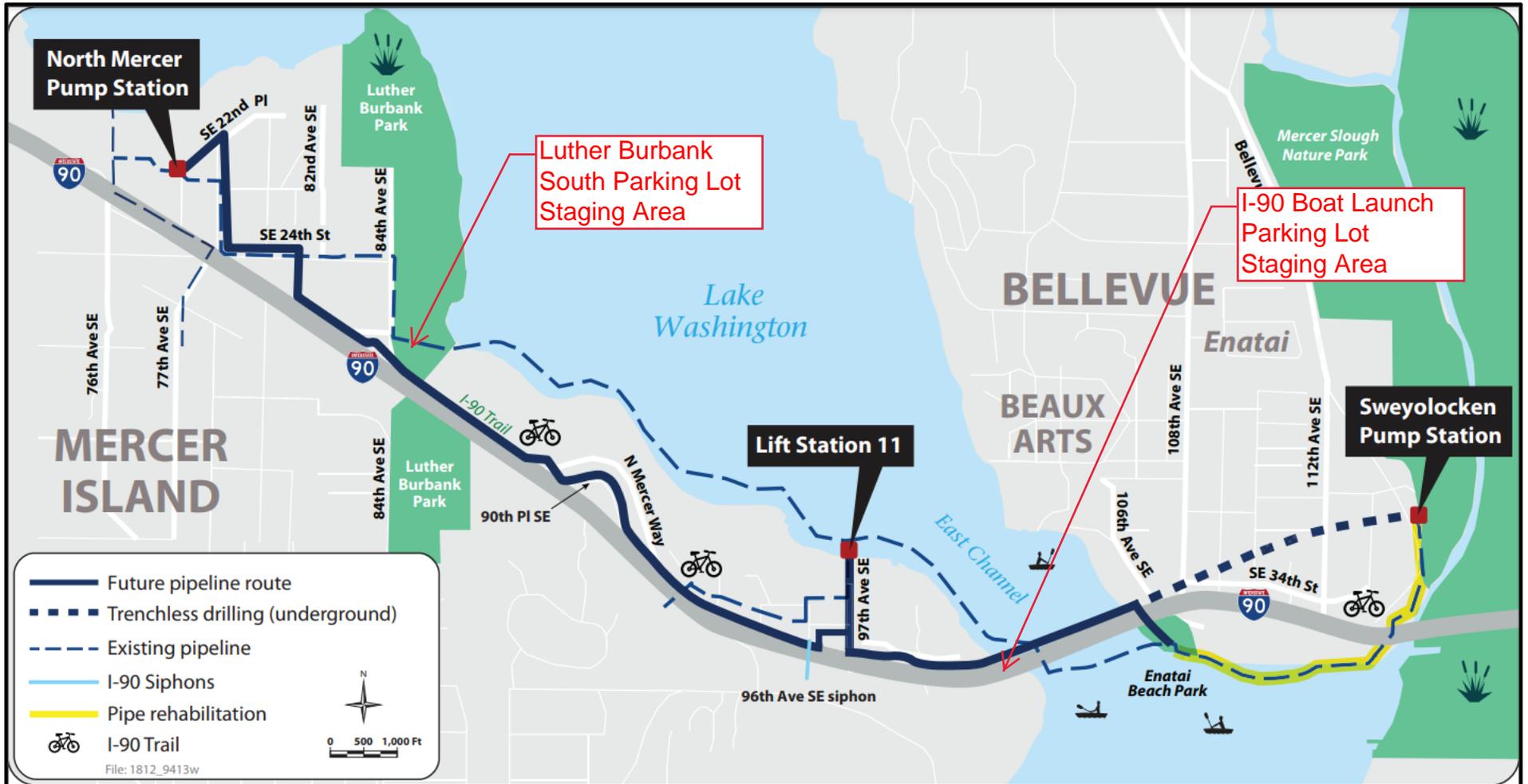
Luther Burbank Park's original facilities were constructed in 1972 with Washington State recreation funding through agreements that are now administered by the RCO. Any non-recreational use that exceeds 180 days could be construed as a conversion which violates the terms of the grant agreement used to construct the south parking lot. A pre-approval from RCO provide the City with an exception to the RCO conversion policy (Exhibit 9) with the condition that the total length of occupation not exceed 24 months. This limit could be reached if the project exceeds three years in duration. If that scenario seems likely in 2024, City staff will approach RCO for a time extension on the exception.

RECOMMENDED ACTION

Authorize the City Manager to execute:

1. The Airspace Sublease Agreement with the County substantially as in the form attached as Exhibit 2.
2. The Airspace Lease Amendment with WSDOT substantially as in the form attached in Exhibit 4.
3. The License Agreement with the County substantially as in form attached as Exhibit 7.

North Mercer Island/ Enatai Sewer Upgrade Project Map



MERCER ISLAND BOAT LAUNCH
SUBLEASE AGREEMENT

THIS SUBLEASE (“Sublease”) is made this ___ day of _____, 2021, between the CITY OF MERCER ISLAND, a Washington Municipal Corporation of the State of Washington (“City” or “Lessee”), and KING COUNTY, a County of the State of Washington (“County” or “Sublessee”) (hereinafter collectively referred to as “the Parties”).

RECITALS

A. Lessee is the tenant under that certain Airspace Lease Agreement (IC# 1-17-05512/AA-1-10221) and modified by Mercer Island Boat Launch Addendum to Airspace Lease (collectively, the “Airspace Lease”) executed by WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (“WSDOT”) as lessor (“Lessor”) on March 11, 1994, and further amended by Amendment No. 1 Airspace Lease Agreement dated November 15, 2017 (hereinafter collectively referred to as “Master Lease”, shown as Exhibit A) for Lessee’s use of the premises commonly known as the Mercer Island Boat Launch, which area and vicinity is shown on Exhibit B (“Master Premises”).

B. Lessee owns and operates certain improvements within the Master Premises for recreational purposes. These improvements were made with grants from and under agreements with the Washington State Interagency Committee on Outdoor Recreation, predecessor to the current Recreation and Conservation Office (RCO). The grant agreements with RCO and subsequent RCO policies provide for situations where the improvements may be used for non-recreational purposes.

C. WSDOT requires fair market rent be collected for the non-transportation lease of interstate right-of-way. The collecting agency must forward all such proceeds to WSDOT. The collecting agency may deduct reasonable oversight costs and other costs as approved by WSDOT.

D. Sublessee’s North Mercer Enatai Interceptor Sewer Project (the “Project”) requires use of the Master Premises previously leased to the Lessee under the Master Lease. WSDOT and Lessee will enter into an Amendment Number 2 to Master Lease in order to allow Lessee’s sublease of the Master Premises until such time that Sublessee’s construction of the Project on the Master Premises is complete.

E. Sublessee desires to sublease from Lessee a portion of the Master Premises during Sublessee’s construction of the Project for construction staging with the intent to allow the Mercer Island Boat Launch to remain operational and open to the public during construction of the Project.

F. Lessee is willing to sublease to Sublessee a portion of the Master Premises, subject to Lessor’s approval, pursuant to the contemplated Amendment Number 2 of the Master Lease and RCO policy.

AGREEMENT

In consideration of the covenants and promises contained in this Sublease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Premises. Lessee agrees to sublease to Sublessee, and Sublessee agrees to sublease from Lessee, that portion of the Master Premises shown on Exhibit C (the “Premises”).

2. Term. This Sublease shall commence the first day of the month following Lessee’s written commencement notification to Lessor, (the “Commencement Date”) and terminating two years from the date of occupation or on the date that Lessee’s construction of the Project on the Master Premises is complete, whichever is sooner, (the “Termination Date”) unless sooner terminated or extended as provided for herein. The Sublessee will provide the Lessee written notice of the date of occupation at least 15 calendar days prior to said date.

The Sublessee shall not mobilize onto the Premises prior to the Commencement Date. The Sublessee must fully demobilize from the Premises by the Termination Date and return the Site to the condition in which it existed at the commencement of Sublessee’s use of the Premises or better as more fully described in Exhibit D. The Sublessee shall notify the Lessee within fourteen days of demobilization.

3. Condition of Premises. Sublessee has thoroughly inspected the Premises and accepts them in their present condition, AS IS WITH ALL FAULTS. Sublessee acknowledges that neither Lessor, Lessee, nor any agent thereof has made any representation as to the condition of the Premises or their suitability for Sublessee’s intended uses. Sublessee and Lessee expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness of a particular purpose, or any other kind arising out of this Sublease, and there are no warranties that extend beyond those expressly set forth in this Sublease.

4. Maintenance, Repairs, and Services.

4.1 Maintenance of Premises. Sublessee shall, at its expense, clean and maintain the Premises, including, without limitation, all improvements to the Premises, in good order, condition, and repair, excepting only reasonable wear and tear.

4.2 Repairs of Premises. Sublessee shall pay for any repairs conducted on the Premises to the extent the damage was caused by Sublessee or any employee, guest, invitee, or agent of Sublessee, except Sublessee shall not be liable to pay for any damage to the Premises caused by third parties, including members of the general public, other than as expressly set forth in the Master Lease. Lessee shall pay for any repairs conducted on the Premises if the damage was caused by Lessee or an employee or agent of Lessee. Sublessee shall promptly notify Lessee of any condition in the Premises that creates a need for repair.

4.3 Coordination. Sublessee shall notify and coordinate with the City’s Capital Project and Planning Manager, Paul West (206.275.7833), or his designee as he may indicate from time to time, at least two (2) weeks prior to performing any maintenance or repair on the Premises.

4.4 Lessee’s Services. Sublessee shall have no obligation to furnish any services of any nature whatsoever to the Premises; however, Sublessee shall not disrupt or cause such services to fail. Lessee is responsible for and agrees to pay for its use of all utilities that serve the Premises; however, Lessee is not responsible to pay for utilities in connection with the Project undertaken by Sublessee, which utility expenses shall be Sublessee’s sole responsibility.

5. Use.

5.1 Permitted Uses. Sublessee shall only use the Premises as a construction staging area including equipment and materials storage.

5.2 Prohibited Uses. Sublessee shall not use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose; shall not cause, maintain, or permit any nuisance in, on, or about the Premises; and shall not commit or suffer to be committed any waste in or about the Premises. Sublessee shall comply with all applicable federal, state, and local laws, ordinances, and regulations pertaining to its use of the Premises.

5.3 Alterations. Sublessee shall not make any alterations to the Premises during the Term.

5.4 Non-Exclusive Right: This Sublease shall not be deemed or construed to be an exclusive right. It does not prohibit the Lessor or Lessee from granting any other permits or subleases to other public or private entities, nor shall it prevent the Lessor or Lessee from using any public place for any and all public use as long as such uses do not interfere with the rights granted herein to the Sublessee. This Sublease shall further not affect Lessor’s or Lessee’s existing jurisdiction over any applicable public place.

USE OF RIGHT OF WAY UNDER OR ADJACENT TO STRUCTURE.

The Sublessee agrees to take reasonable steps to protect against vehicular hits or other damage arising from Sublessee’s use of the premises, to all piers and structures exposed to such potential damage under any elevated highway structure existing on the site.

The Sublessee shall not weld any metal object to any metal member of any metal structure, or drill or rivet into or otherwise fasten anything to any pier or beam on any concrete, metal, or wood structures without the Lessor’s specific written approval of detailed drawings for such welding, riveting, drilling, or fastening.

The Sublessee shall at its own expense make any provisions it deems necessary to protect users of its facility from any hazards resulting from use and operation of the highway.

The Sublessee is responsible for the cost of repair for any and all damage to the highway structure related to the Washington State Department of Transportation owned improvements, as a result of operation of the boat launch facility, except where such damage is cause by or results from operations of Lessor, other state agencies, or state franchise or permitholders.

In using the Premises, Sublessee shall comply with the following restrictions for the protection of the SR 90 bridge structure. A diagram showing details of the following is attached as **EXHIBIT E**, attached hereto and by this reference incorporated herein:

1. Provide Staging plans indicating staged materials locations, type and estimated quantity or volume, access roads within staging areas, gate locations, access points and current contact information for site managers. **NO STORAGE OF FLAMMABLE MATERIAL, INCLUDING HDPE PIPE, IS PERMITTED UNDER THE BRIDGE STRUCTURE.** Staging of

small quantities may be permitted provided pipes are not accumulating more than the quantity that can be installed in two (2) to three (3) days and the pipe is laid out and not stacked. Lessee shall provide staging plans to Lessor in writing by email to NWRRESM@WSDOT.WA.GOV for review and approval. Staging plans must be approved by Lessor prior to materials being placed on the Premises. Any changes to staging plans and activities must be preapproved by Lessor using this review process.

2. Maintain twenty (20) feet Vertical Clearances to underside of all bridge elements. May be reduced to ten (10) feet minimum dependent on location and situation with prior approval after review of the staging plan above.

3. Provide for at least twenty (20) feet Horizontal Clearance on at least one side, or at the face, of bridge elements such as piers and abutments for inspection vehicle access, and at least five (5) feet of clearance around all other faces for inspection.

4. Maintain or be able to allow vehicle access to bridge element locations such as piers and abutment faces.

5. Pier protection such as traffic barriers, should be placed at the base of free-standing pier locations to prevent equipment or vehicular impact.

6. For pier locations that are adjacent to construction vehicle/equipment access roads, pier protection such as traffic barriers, must be placed at base of free-standing pier locations to prevent impact. Access roads at these locations should be at least twenty (20) feet wide to provide for passage. This will also satisfy the horizontal clearance for inspection access as described in 2. above.

7. Locks to all gated areas under and around bridge areas must be daisy chained for 24/7 access by Lessor.

6. Airspace Lease. Sublessee shall comply with all terms and conditions of the Airspace Lease with Lessor’s governing Sublessee’s use of the Premises, including without limitation the provisions contained in the paragraphs entitled “Hazardous Materials,” “Use of Right of Way Under or Adjacent to Structure,” “Taxes, Assessments and Utilities,” “Lessor’s Approval of Design and Construction,” “Lessor’s Right of Entry and Inspection,” “Insurance,” “Hold Harmless/Indemnification Clause,” and “Non-Discrimination.” All such terms and conditions are made a part of this Sublease and incorporated herein by this reference, and any failure by Sublessee to comply with such terms and conditions shall constitute a default under this Sublease. Provided, however, that in the event of a conflict between the Airspace Lease and this Sublease, the terms of this Sublease shall govern.

7. Master Lease.

7.1 Good Standing. Lessee represents and warrants that the Master Lease is in good standing.

7.2 Subordination. This Sublease is subject and subordinate to the Master Lease and to any and all renewals, modifications, consolidations, replacements, and extensions thereof.

7.3 Adherence to Terms of Master Lease. Sublessee shall comply with all terms and conditions of the Master Lease, including without limitation the provisions contained in the paragraphs entitled "Hazardous Materials," "Use of Right of Way Under or Adjacent to Structure," "Taxes, Assessments and Utilities," "Lessor's Approval of Design and Construction," "Lessor's Right of Entry and Inspection," "Insurance," "Hold Harmless/Indemnification Clause," and "Non-Discrimination." All such terms and conditions are made a part of this Sublease and incorporated herein by this reference, and any failure by Sublessee to comply with such terms and conditions shall constitute a default under this Sublease. Provided, however, that in the event of a conflict between the Master Lease and this Sublease, the terms of this Sublease shall govern. Sublessee shall neither do nor permit anything to be done that would cause the Master Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in Lessor under the Master Lease, or that would constitute or result in a violation of any nature whatsoever of Lessee's obligations under the Master Lease. Any act or omission by Sublessee that results in a violation of Lessee's obligations under the Master Lease shall constitute a default under this Sublease.

8. Environmental.

8.1 Neither Sublessee nor its officers, directors, agents, contractors, employees, or invitees will use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Premises, or off-site the Premises affecting the Premises, or transport to or from the Premises, any Hazardous Substance, except in compliance with Environmental Laws. The term "Hazardous Substance" means any hazardous or toxic substance, material or waste, pollutants or contaminants, as defined, listed, or regulated now or in the future by any federal, state or local law, ordinance, code, regulation, rule, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any environmental conditions, health or industrial hygiene, including without limitation: (i) chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos, and (iv) polychlorinated biphenyls. The term "Environmental Law" means any federal, state or local law, statute, ordinance, regulation, or order pertaining to health, industrial hygiene, environmental conditions or hazardous substances or materials including those defined in this Article as "Hazardous Substances."

8.2 Sublessee shall give prompt written notice to Lessee and Lessor of: any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Premises; all claims made or threatened by any third party against Sublessee or the Premises relating to any loss or injury resulting from any Hazardous Substance; and Sublessee's discovery of any occurrence or condition on the Premises that could cause the Premises or any part thereof to be subject to any restrictions on occupancy, or use of the Premises under any Environmental Law.

8.3 Sublessee shall protect, indemnify, defend, and hold harmless Lessee and Lessor and their directors, partners, officers, employees, agents, parents, subsidiaries, successors, and assigns from any loss, damage, cost, expense, or liability (including reasonable attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, discharge, disposal, or presence of

a Hazardous Substance on the Premises or off-site of the Premises affecting the Premises caused by Sublessee or its directors, partners, officers, employees, agents, contractors, and invitees, including without limitation, the costs of any required or necessary repairs, cleanup, or detoxification of the Premises and the preparation and implementation of any closure, remedial, or other required plans.

9. Mitigation of Project Impacts.

9.1 The Parties understand and agree that the Project may from time to time have certain temporary impacts on Lessee's use and enjoyment of the Premises. During the Term of this Sublease Agreement, Sublessee agrees to employ the mitigation measures outlined on Exhibit D hereto in order to reasonably reduce the impacts of the Project. Additionally, Sublessee shall not unreasonably interfere with Lessee's Marine Patrol operations on the Premises.

9.2 As referenced in Exhibit D, Sublessee will pay the Lessee a fair market value for the use of the Premises in one lump sum payment in the amount of SEVEN HUNDRED TWO THOUSAND TWO HUNDRED SEVENTY-NINE and 90/100 DOLLARS (\$702,279.90). Under the terms of the contemplated Amendment 2 of the Master Lease, the Lessee will forward all such revenue to the Lessor, minus reasonable costs for lease administration and lost parking revenue as a result of Sublessee's occupation of the Master Premises, consistent with Exhibit D. Sublessee shall submit the lease payment within 30 days of the Commencement Date and its subsequent anniversary. Sublessee shall not be entitled to a refund of prepaid rent if the sublease terminates prior to the twenty-four (24) month period. Sublessee shall pay a monthly prorated rent based on the rent set herein, for each month the sublease extends past the original twenty-four (24) month term. The payment must include the appropriate memo of lease payment with reference to this agreement. Lessee shall submit its payment electronically to:

LaJuan Tuttle

Deputy Finance Director, City of Mercer Island

Lajuan.tuttle@mercerisland.gov

Tel: (206)275-7785

Invoices are payable thirty (30) days upon Sublessee's receipt of the invoice.

10. Default. Any of the following occurrences shall constitute defaults by Lessee:

- a. Lessee's failure to maintain in force or pay the premium for any policy of insurance required to be obtained or maintained by Lessee pursuant to this Sublease;
- b. Any default by Lessee of its obligations under Paragraph 4.2 (Repairs of Premises); 4.4 (Lessee's Services); Paragraph 7.1 (Good Standing); or Paragraph 15 (Indemnification); or
- c. Lessee's failure to observe and perform any other provision, term, or condition in this Sublease within thirty (30) days after Sublessee delivers written notice of the failure to Lessee (the "Cure Period"); or, if the cure cannot reasonably be concluded within the Cure Period, Lessee's failure to commence to cure the

failure within the Cure Period and thereafter proceed diligently to complete the cure.

Any of the following occurrences shall constitute defaults by the Sublessee:

- a. Sublessee's failure to maintain in force or pay the premium for any policy of insurance required to be obtained or maintained by Sublessee pursuant to this Sublease;
- b. Any default by Sublessee of its obligations under Paragraph 16 (Indemnification); or
- c. Sublessee's failure to observe and perform any other provision, term or condition in this Sublease within thirty (30) days after the Lessor or Lessee delivers written notice of the failure to Sublessee (the "Cure Period"), including without limitation the payment obligation set forth in Paragraph 9.2 of this Sublease and Sublessee's obligation to maintain public access to the boat launch, including access for Marine Patrol operations, throughout the duration of the Project; or, if the cure cannot reasonably be concluded within the Cure Period, Sublessee's failure to commence to cure the failure within the Cure Period and thereafter proceed diligently to complete the cure.

11. Remedies. In the event of a default, the Parties may terminate this Sublease, in addition to all other legal or equitable remedies, by delivering written notice of termination to the defaulting Party after any applicable Cure Period. Should Sublessee receive a notice of termination, it shall remove its equipment, vehicles, personnel, and any other property and shall vacate the Premises within 30 days of receiving a written notice of termination under this Section.

12. Liability. Sublessee shall be liable for any damages to the Lessee's personal property arising from Sublessee's Project activities conducted on or about the Premises. Lessee shall be liable for any damage to Sublessee's personal property or improvements arising from Lessee's or its agents', employees', or contractors' use of, or activities on, the Premises; provided, however, that Lessee shall not be liable for any damage to Sublessee's personal property caused solely by any other third parties, including members of the general public.

13. Insurance.

a. Insurance Term

The Sublessee shall procure and maintain for the duration of the Sublease and for thirty (30) days thereafter insurance or self-insurance against claims for injuries to persons or damage to property which may arise from or in connection with the License and use of the Licensed Area.

b. No Limitation

The Sublessee's maintenance of insurance or self-insurance as required by this Sublease shall not be construed to limit the liability of the Lessee or Lessor to the coverage provided by such insurance or self-insurance, or otherwise limit the Lessee's or Lessor's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance

The Sublessee shall obtain or cause its Contractor(s) and Subcontractor(s) to obtain insurance of the types and coverage described below:

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Lessee and Lessor shall be named as an additional insured under the Sublessee's Commercial General Liability insurance policy with respect this Sublease using ISO endorsement CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.

Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

Contractors Pollution Liability insurance shall be in effect throughout the entire Sublease covering losses caused by pollution conditions that arise from the operations of the Sublessee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Sublessee's Commercial General Liability and Automobile Liability insurance. The Lessee and Lessor shall be named as an additional insured on the Sublessee's Excess or Umbrella Liability insurance policy.

d. Minimum Amounts of Insurance

The Sublessee shall maintain the following insurance limits (whether through self-insurance or commercially available insurance):

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

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

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

e. Other Insurance Provisions

Sublessee's Contractors' and Subcontractors' Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, and Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Lessee and Lessor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Lessee or Lessor shall be excess of the Sublessee's insurance and shall not contribute with it. Sublessee maintains a fully funded Self-Insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. Sublessee does not purchase Commercial General Liability, Auto Liability, or Pollution Liability insurance and is a self-insured governmental entity; therefore, Sublessee does not have insurance policies by which to stipulate they shall be primary insurance as respect the Lessee and Lessor.

f. Acceptability of Insurers

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

g. Verification of Coverage

The Sublessee shall furnish the Lessee and Lessor with original certificates and a copy of the amendatory endorsements annually, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Sublease. Upon request by the Lessee or Lessor, the Sublessee shall furnish certified copies of all required insurance policies, including endorsements, required in this Sublease and evidence of all subcontractors' coverage.

h. Contractors and Subcontractors

The Sublessee shall cause each and every Contractor and Subcontractor to provide insurance coverage that complies with all applicable requirements of the Sublessee-provided insurance as set forth herein, except the Sublessee shall have sole responsibility for determining the limits of coverage required to be obtained by Contractors and Subcontractors. The Sublessee shall ensure that the Lessee and the Lessor are additional insureds on each and every Contractor's and/or Subcontractor's Commercial General liability insurance policy using a commercially acceptable endorsement that is acceptable to the insurers of Lessee and Lessor.

i. Notice of Cancellation

Sublessee shall provide the Lessee and Lessor with written notice of any policy cancellation within thirty (30) days of their receipt of such notice but in no event after the effective date of such policy cancellation.

j. Failure to Maintain Insurance

Failure on the part of the Sublessee to maintain the insurance as required shall constitute a material breach of this Sublease, upon which the Lessee and Lessor may, after giving five business days' notice to the Sublessee to correct the breach, terminate this Sublease or, at Lessee's discretion, procure, or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Lessee at Sublessee's sole expense.

k. Lessor and Lessee Full Availability of Sublessee Limits

If the Sublessee maintains higher insurance limits than the minimums shown above, the Lessee and Lessor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability or self-insurance maintained by the Sublessee, irrespective of whether such limits maintained by the Sublessee are greater than those required by this Sublease or whether any certificate of insurance furnished to the Lessee or Lessor evidences limits of liability lower than those maintained by the Sublessee.

L. Sublessee – Self-Insurance

Sublessee maintains a fully funded Self-Insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. Sublessee does not purchase Commercial General Liability, Auto Liability, or Pollution Liability insurance and is a self-insured governmental entity; therefore, Sublessee does not have the ability to name an entity as an additional insured. Sublessee is responsible for all payments within its self-insured retention; and Sublessee assumes all defense and indemnity obligations as outlined in the indemnification section of this Sublease.

M. Duration of Coverage

Sublessee shall maintain in full force and effect the insurance coverage provided above throughout, or a self-insured program, for the entire term of this Sublease and for thirty (30) days after expiration of same.

14. Risk. Except as otherwise provided in Paragraph 12, all of Sublessee’s personal property or property of any kind or description whatsoever on the Premises shall be at Sublessee’s sole risk. Lessee and Lessor shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of Sublessee arising from any acts or neglect of any other persons unless and to the extent the damage is caused by the willful or negligent misconduct of Lessee or Lessor or a breach of Lessee’s obligations under this Sublease.

15. Indemnification. Sublessee shall defend, indemnify, and hold harmless the Lessor and Lessee, their officers, officials, employees, agents, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Sublessee’s acts, errors or omissions, or from the conduct of Sublessee, or from any activity, work or thing done, permitted, or suffered by Sublessee arising from or in connection with this Sublease, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessor or Lessee. Notwithstanding the above if any claim, liability or suit is caused by or results from those actions is covered by RCW 4.24.115, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of Sublessee or its agents, employees, servants, customers, clients, contractors, or invitees.

The indemnification obligations contained in this paragraph shall not be limited by any worker's compensation, benefit or disability laws, and each indemnifying party hereby waives any immunity that the indemnifying party may have under any worker's compensation, benefit or disability laws. LESSEE AND SUBLESSEE ACKNOWLEDGE BY THEIR EXECUTION OF THIS SUBLEASE THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS LEASE (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WORKER'S COMPENSATION BENEFITS AND LAWS) WERE SPECIFICALLY

NEGOTIATED AND AGREED TO BY LESSEE AND SUBLESSEE. This Section shall survive the termination or expiration of this agreement.

17. Right of Entry. Lessee shall have the right to enter the Master Premises and the Premises.

18. Subletting. Sublessee shall not sublet the Premises or assign this Sublease or any part thereof for any period of time.

19. Notice. Any notice regarding a breach of this Sublease or termination thereof shall be in writing and be sent by certified mail or personally delivered to:

In the case of Lessee:
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040,
Attn: Office of the City Attorney

In the case of the Sublessee:
King County Wastewater Treatment Division

Attn: _____

Notice shall be deemed given when so delivered to Lessee or Sublessee, or five (5) days after it is placed, properly addressed with postage prepaid, in a depository for United States certified mail. Either party may provide for a different address by notifying the other party of said change as provided for herein.

20. Consent by Lessee. Whenever Lessee's and/or Lessor's consent or approval is required under this Sublease, such consent or approval may not be unreasonably withheld.

21. Successors and Assigns. The covenants and conditions contained in this Sublease shall bind the heirs, successors, executors, administrators, and assigns of the Parties.

22. Attorneys Fees. In the event legal proceedings are initiated to enforce any term of this Sublease, to recover any rent due under this Sublease, for the breach of any covenant or condition of this Sublease, or for the restitution of the Premises to the Lessee and/or eviction of the Sublessee, the prevailing party shall be entitled to recover, as an element of its cost of suit and not as damages, reasonable attorney and expert witness fees and costs to be fixed by the court.

23. Entire Agreement, Merger, and Waiver. This Sublease expresses and contains the entire agreement of the Parties and there are not express or implied representations, warranties, or agreements between them, except as contained in this Sublease or referenced within this Sublease. This Sublease may not be modified, amended, or supplemented except by a writing signed by both Lessee and Sublessee. No consent given or waiver made by Lessee or Lessor of any breach of Sublessee of any provision of this Sublease shall operate or be construed in any manner as a waiver of any subsequent breach of the same or of any other provision.

- 24. Captions. The captions of this Sublease are provided for convenience only and shall not be used in construing its meaning.
- 25. Severability. If any provision of this Sublease is found to be unenforceable, the remainder of this Sublease shall not be affected thereby.
- 26. Authority. Each individual executing this Sublease on behalf of the Parties represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of such Party and that this Sublease is binding upon the Parties according to its terms.
- 27. Lessee and Sublessee Relationship Only. Nothing contained in this Sublease shall be construed to create the relationship of principal and agent, partnership, joint venturer, or any association between Lessee and Sublessee.
- 28. Memorandum of Sublease. This Sublease shall not be recorded.
- 29. Consent of Sublease by Lessor. This Sublease is subject to the consent of Lessor. Accordingly, it shall be a condition precedent of this Sublease that Lessee has obtained the consent of Lessor.

[SIGNATURES APPEAR ON NEXT PAGE]

LESSEE:

City of Mercer Island

By: _____

Jessi Bon

Its: _____

City Manager

Approved as to form:

Bio Park, City Attorney

SUBLESSEE:

King County

By: _____

Mark Isaacson

Its: Director, Wastewater Treatment
Division

Approved as to form:

Verna P. Bromley

LESSOR'S CONSENT

Washington State Department of Transportation, as Lessor under the Master Lease, hereby consents to this Sublease and confirms the continuation of the Master Lease in full force and effect with Lessee as Tenant thereunder.

LESSOR:

Washington State Department of Transportation

By: _____

Date: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20___, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of **THE CITY OF MERCER ISLAND**, a municipal corporation, the authority that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

Signature: _____
Notary Public in and for the State of Washington
Notary (print name):

Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the _____ the authority that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

Signature: _____
Notary Public in and for the State of Washington
Notary (print name):

Residing at:

My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**, an agency of the State of Washington the authority that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

Signature: _____

Notary Public in and for the State of Washington

Notary (print name):

Residing at: _____

My appointment expires: _____

EXHIBIT A

Master Lease

RECEIVED

AA-1-10221

MAY 12 2005

IC:

R.E. SERVICES

A I R S P A C E L E A S E

THIS IS A LEASE made and entered into and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter called the "Lessor," and CITY OF MERCER ISLAND, hereinafter called the "Lessee";

WHEREAS, the land and premises to be leased are not presently needed exclusively for highway purposes; and

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this lease;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

The Lessor does hereby lease to the Lessee the premises described in Exhibits "A," "A-1," "A-2," and "A-3" attached hereto and by this reference incorporated herein.

TERM. The term of this lease shall be 40 years commencing on the date of execution of this lease by the state.

TERMINATION. The Lessor may terminate this lease only if the premises are required for transportation purposes.

This lease may be terminated without penalty by Lessor after giving ninety (90) days written notice to the Lessee.

In the event that this lease is terminated by the Lessor, the Lessee shall not be entitled to any payment or compensation by reason of such termination. Provided, that where monetary rent is the basis of the lease, the Lessee shall be entitled to a return of rental payment based upon rent paid beyond the effective cancellation date. Furthermore, such leased premises

shall not be considered as part of or as contributing to the use of any adjoining or other properties owned, used or controlled by the Lessee in the event such other property or property rights of the Lessee are subject to condemnation subsequent to the execution of this lease.

SUBLET. Lessee may sublet the operation of the of the boat launch to another public agency after giving ninety (90) days written notice to Lessor and securing Lessor's written concurrence.

RENT. The Lessor and Lessee covenant and agree that consideration for this lease is as set forth in that certain agreement by and between the parties hereto dated July 27, 1987, called "I-90 Turnback and Landscape Agreement," a copy of which is attached hereto as Exhibit "B."

NONAPPLICABILITY OF RELOCATION ASSISTANCE. The Lessee acknowledges that the signing of this lease does not entitle the Lessee to assistance under the Uniform Relocation and Real Property Acquisition Policy (RCW 8.26).

SUBSEQUENT USE FOR TRANSPORTATION PURPOSES. The Lessee and the Lessor hereby affirm that upon expiration of, or termination of, this lease for any reason and the subsequent use of the premises for highway purposes, such would not be considered the use of any publicly-owned land from a public park, recreation area, or wildlife and waterfowl refuge within the meaning of 23 U.S.C. 138 and 49 U.S.C. 1653(f).

SITE SIGN. Within thirty (30) days of occupancy, Lessee at its expense shall erect and maintain a permanent sign stating as follows:

"This facility is located on highway right of way under an agreement between the City of Mercer Island and the Washington State Department of Transportation."

USE OF PREMISES. No use other than operating a public boat ramp and approved concessions shall be permitted without the prior written approval of the Lessor. These approved concessions are: food concession, canoe rental, and sailboard rental. If Lessee elects to operate any concessions on the leased premises, ten (10) percent of the gross receipts of such concession will be paid to Lessor annually on October 1st of each year. If any concession is operated under this lease, Lessee shall be responsible for collection and payment to Lessor of the monies due. If Lessee elects to charge a permit or use fee for use of the facility to any individual or group of individuals, then ten (10) percent of these fees will be paid to Lessor annually on October 1st of each year. In using these premises, the Lessee shall comply with all policies and regulations heretofore or hereafter promulgated by the Department of Transportation relative to the location, operation and maintenance of improvements located on the leased premises. Direct access to ramps or traveled lanes of limited access highways is not permitted. All grading and construction plans and any changes thereof are subject to approval by the Lessor.

Furthermore, in using the leased premises, it is expressly agreed that the Lessee must comply with all applicable Federal, State and Local ordinances and regulations including environmental requirements and secure all necessary permits and licenses. Lessee hereby agrees to hold Lessor harmless from claims or suits resulting from Lessee's failure to comply with such requirements.

HAZARDOUS MATERIALS. The use of said premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall be permitted to rise above the grade line of the highway facility. Toxic and/or hazardous materials as defined under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA" or Federal Superfund) (42

U.S.C § 9601 et seq.), or flammable materials, which flammable materials include but are not limited to explosives, petroleum products, paint, solvents, and resins, are not allowed on the site without the express permission of Lessor.

Lessee will cooperate in any environmental audits conducted by Lessor's staff or independent third parties. Lessee will provide a complete past operating history and history of regulatory compliance on the Leased Premises. Lessee will reimburse Lessor for the cost of such audits. Lessee will provide Lessor with notice of any inspections of the Leased Premises, notices of violations and orders to clean up contamination. Lessee will permit Lessor to participate in all settlement or abatement discussions. In the event the Lessee fails to take remedial measures as duly directed by the State, Federal, or local regulatory agency within ninety (90) days of such notice, the Lessor may elect to perform such work, and Lessee covenants and agrees to reimburse Lessor for all direct and indirect costs associated with Lessor's work.

LESSOR'S RESERVATION OF RIGHT TO MAINTAIN AND GRANT UTILITY FRANCHISES AND PERMITS. The Lessor reserves the right for utility franchise and permit holders to enter upon the leased premises to maintain existing facilities and, for itself, to grant utility franchises and/or permits across the leased premises. Such installation will be accomplished in such a manner as to minimize any disruption to the Lessee. The franchise/permit holder will be required to restore paving, grading and/or other improvements damaged by the installation.

The Lessee will not disturb markers installed by a franchise/permit holder and will contact the franchise/permit holder prior to any excavation in order that the franchise/permit holder may determine the location of the utility. It is the Lessee's responsibility to protect legally installed underground utilities.

USE OF RIGHT OF WAY UNDER OR ADJACENT TO STRUCTURE. The Lessee agrees to take reasonable steps to protect against vehicular hits or other damage arising from Lessee's use of the premises, to all piers and structures exposed to such potential damage under any elevated highway structure existing on the site.

The Lessee shall not weld any metal object to any metal member of any metal structure, or drill or rivet into or otherwise fasten anything to any pier or beam on any concrete, metal or wood structure without the Lessor's specific written approval of detailed drawings for such welding, riveting, drilling, or fastening.

The Lessee shall at its own expense make any provisions it deems necessary to protect users of its facility from any hazards resulting from use and operation of the highway.

The Lessee is responsible for the cost of repair for any and all damages to the highway structure related to Washington State Department of Transportation owned improvements, as a result of operation of the boat launch facility, except where such damage is caused by or results from operations of WSDOT, other state agencies, or state franchise or permit holders.

TAXES, ASSESSMENTS AND UTILITIES. The Lessee agrees to pay all taxes and assessments which involve the leased premises and/or which may hereafter become a lien on the interest of the Lessee in accordance with RCW 79.44.010, and also all taxes and assessments which may hereafter be levied or imposed upon the interest of the Lessee or by reason of this agreement. The Lessee is responsible for and agrees to pay for utilities which serve the leased premises.

LESSOR'S APPROVAL OF DESIGN AND CONSTRUCTION. The Lessee covenants that any regrading or improvements to be constructed on the premises will not at any time during or after construction either damage, threaten to damage or otherwise adversely affect

any part or element of the highway facility or the operation thereof. The Lessor shall be furnished with two (2) sets of complete plans, details and specifications and revisions thereto for grading and all improvements proposed to be placed on the premises, and no work shall be done without prior written approval of such plans by the Lessor. The Lessor agrees to approve or deny any request, submitted in writing, by the Lessee within ninety (90) days of submittal and approval of the work shall not unreasonably be withheld. All construction work shall be done in conformity with the plans and specifications as approved. The Lessor may take any action necessary, including directing that work be temporarily stopped or that additional work be done, to ensure compliance with the approved plans and specifications, protection of all parts and elements of the highway facility and compliance with Lessor's construction and safety standards. The improvements shall be designed and constructed in a manner which will permit access to the highway facility for the purpose of inspection, maintenance, and construction when necessary.

"AS BUILT" PLANS. Within sixty (60) days following completion of underground utilities and/or buildings or other construction, Lessee shall furnish Lessor a complete set of reproducible "As Built" plans subject to Lessor's approval.

LESSOR'S RIGHT OF ENTRY AND INSPECTION. The Lessor, for itself, its agents and contractors, and for the Federal Highway Administration, reserves the right to enter upon the premises at any time without notice to the Lessee for the purpose of inspection, maintenance, construction or reconstruction of the highway facility or any element thereof. Any loss of the use of the leased premises due to the Lessor's exercise of such right will not require compensation to the Lessee. The Lessor shall in no way be responsible for any incidental or consequential damages due to such loss of use by Lessee. The Lessor and the Federal Highway Administration may from time to time go upon the premises

for the purpose of inspecting any excavation, construction or maintenance work being done by the Lessee. Entry upon the premises for any other purpose by the Lessor and the Federal Highway Administration shall be conducted with reasonable notice to the Lessee and during the hours of 8:00 a.m. to 5:00 p.m.

INSURANCE. At its expense, the Lessee shall keep the premises and improvements thereon continuously insured throughout the term of this lease by an insurer licensed to conduct business in the State of Washington against claims for personal injury or property damage. The insurance shall be in amounts of not less than One Million Dollars (\$1,000,000.00) to indemnify against the claim of any one person, and in an aggregate amount of not less than Three Million Dollars (\$3,000,000.00) to indemnify against claims of two or more persons resulting from any one incident. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Lessee from liability in excess of such coverage. Lessee shall acquire property damage insurance in an amount of One Hundred Thousand Dollars (\$100,000.00.) The Lessee is a member of and insured by a municipal self-insured insurance pool (WCIA). The insurance pool is unable to name any non-member as an additional insured. The pool is capable of insuring Lessee's operation of the boat launch facility hereunder and is able to provide indemnification to the Lessor. See the letter from WCIA dated March 12, 1992, attached as Exhibit "C."

HOLD HARMLESS/INDEMNIFICATION CLAUSE. Lessee, its successors or assigns, will protect, save, and hold harmless the Washington State Department of Transportation, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omission of the Lessee, its assigns, authorized agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities authorized by this lease whether such claims result from activities on or off the leased premises. The Lessee

further agrees to defend the Washington State Department of Transportation, its authorized agents or employees in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced, arising out of or in connection with acts or activities authorized by this lease. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Washington State Department of Transportation or its authorized agents or employees; Provided that if the claims or damages are caused by or result from the concurrent negligence of (a) the Lessor, its authorized agents or employees and (b) the Lessee, its authorized agents, sublessees, or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Lessee or Lessee's authorized agents or employees. If, for any reason, Lessor has to defend itself against any claims filed against Lessor because of the operation of the land subject to this lease and arising out of the sole negligence or concurrent negligence of the Lessee, any costs, whether generated by the Attorney General's office or outside counsel, will be paid in full by Lessee, with the exception of those costs attributable to alleged negligence on the part of the Lessor.

NON-DISCRIMINATION. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person, on the grounds of race, color, creed, national origin, marital status, age, sex or the presence of any sensory, mental or physical handicap shall be excluded from participation in, be denied the benefits of, or be otherwise unlawfully subjected to discrimination in the use of the facility now or hereafter on the premises, that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no such discrimination shall be practiced in the selection of employees or contractors, or by contractors in the

selection and retention of their subcontractors, that such discrimination shall not be practiced against the public in their access to and use of the facility and services provided for public accommodation constructed or operated on, over, or under the right of way, and that the Lessee shall use the premises in compliance with all other requirements imposed pursuant to the Revised Code of Washington, Chapter 49.60 and Title 49, Code of Transportation, Part 21 (49 C.F.R. Part 21), and said nondiscrimination covenants shall be a material act of default entitling the Lessor to terminate this lease in accordance with the procedures set forth herein.

BINDING CONTRACT. The terms and obligations of this lease shall not become binding upon the State of Washington unless and until accepted and approved in writing for the Washington State Department of Transportation by the Secretary thereof or his/her duly authorized representative.

ATTORNEYS' FEES. In the event of any controversy, claim, or dispute arising out of this lease, the substantially prevailing party shall, in addition to any other remedy, be entitled to recover any reasonable costs or attorneys' fees which it incurs.

MODIFICATIONS. This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto.

NOTICES. Wherever in this lease written notices are to be given or made, they will be sent by certified or overnight mail addressed to the parties at the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: ATTN: PROPERTY MANAGEMENT SUPERVISOR
DEPARTMENT OF TRANSPORTATION
KF-01
P. O. BOX 47338
OLYMPIA, WA 98504-7338

LESSEE: CITY OF MERCER ISLAND
9611 S.E. 36TH STREET
MERCER ISLAND, WA 98040-3738

3/11/94
Date

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

By: Joachim Pestinger
Joachim Pestinger, SR/WA
Director, Real Estate Services

CITY OF MERCER ISLAND

By: Elliot Newsum

Title: Mayor

By: Dileen E. Symmonds

Title: City Clerk

APPROVED AS TO FORM:

March 16, 1994

By: Patricia K. [Signature]
Assistant Attorney General

STATE OF WASHINGTON)
)
) : ss.
County of KING)

On this 22nd day of May 1992, before me personally appeared Elliot Newman and Debra Symmonds to me known to be the duly elected and qualified Mayor and City Clerk of the City of Mercer Island, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that he/she was authorized to execute said instrument by the City Council of said City.

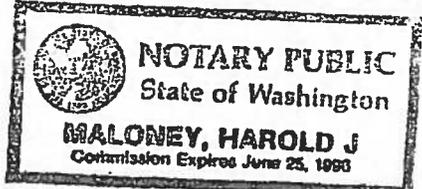
GIVEN under my hand and official seal the day and year last above written.

Ronald C. Robinson
Notary Public in and for the State
of Washington,
Residing at Mercer Island
My Appointment expires 11/30/92

STATE OF WASHINGTON)
)
) : ss. Alan C. Buse
County of Thurston)

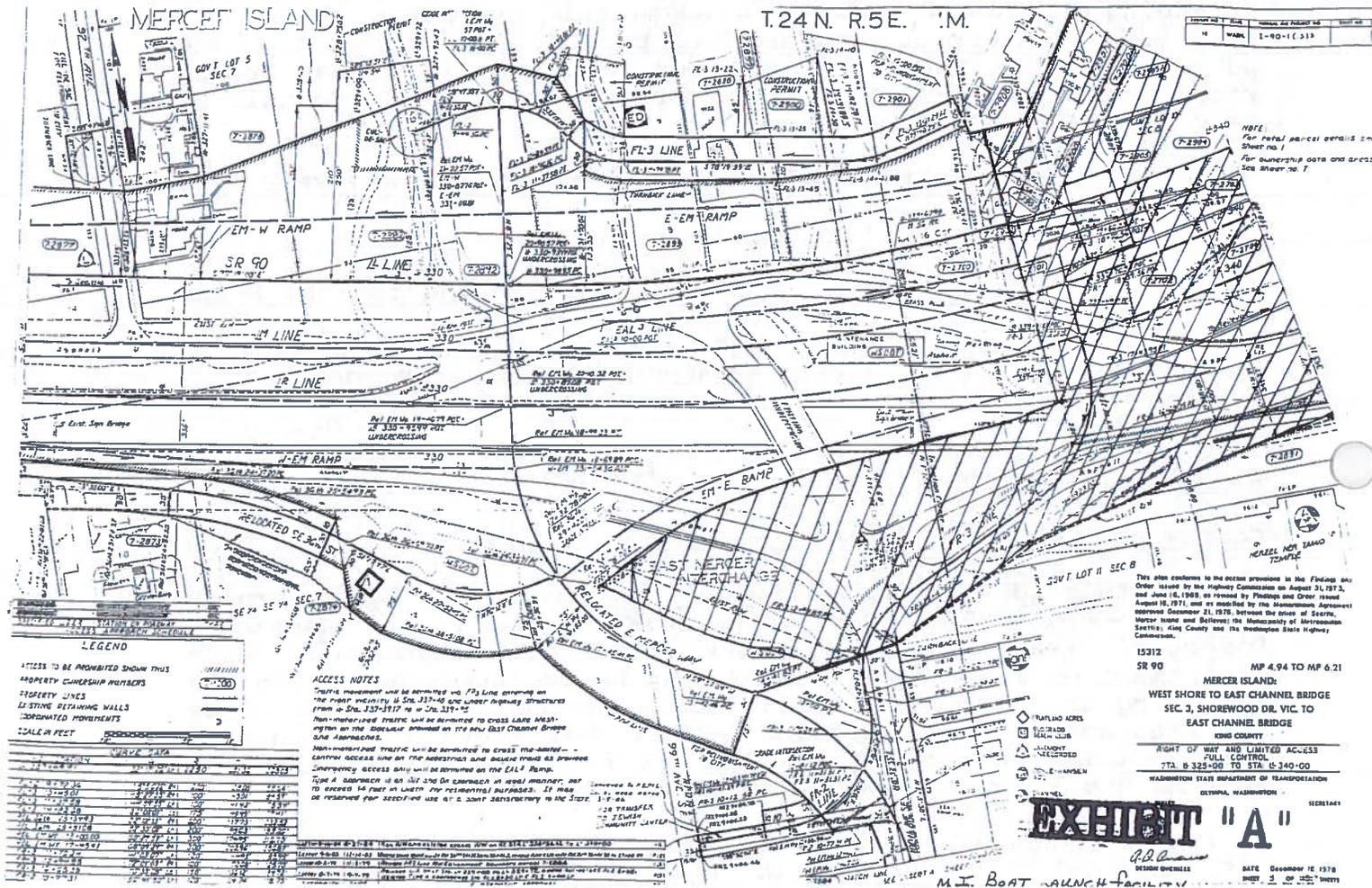
On this 11th day of March 1992 before me personally appeared ~~Joachim Pestinger~~, to me known to be the acting ~~duly appointed~~ Director, Real Estate Services, for the Washington State Department of Transportation and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

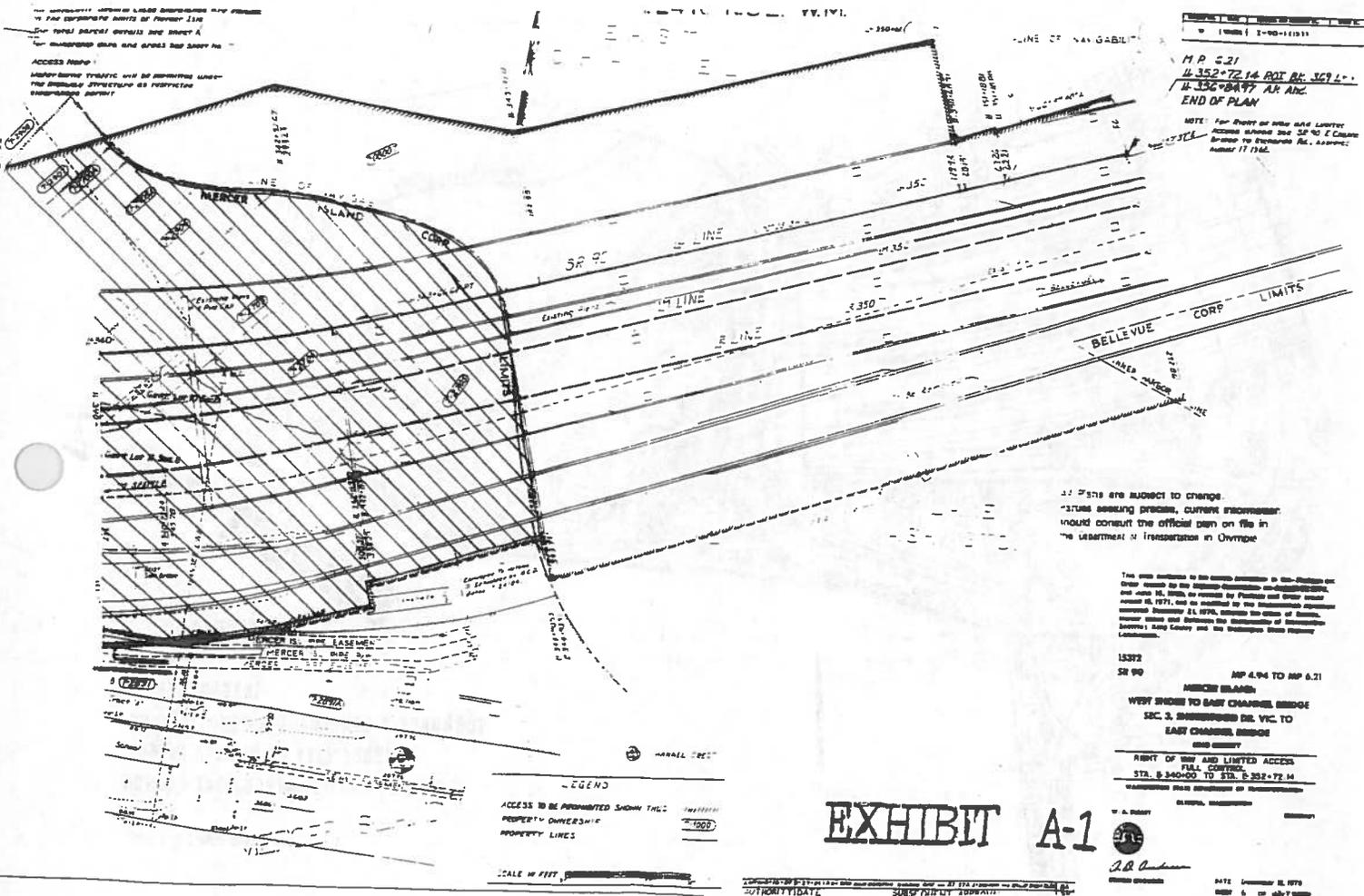
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 11th day of March, 1992.



Harold J. Maloney
Notary Public in and for the
State of Washington,
Residing at Ocean Harbor
My Appointment expires June 25, 1996

air.la/mercer-1





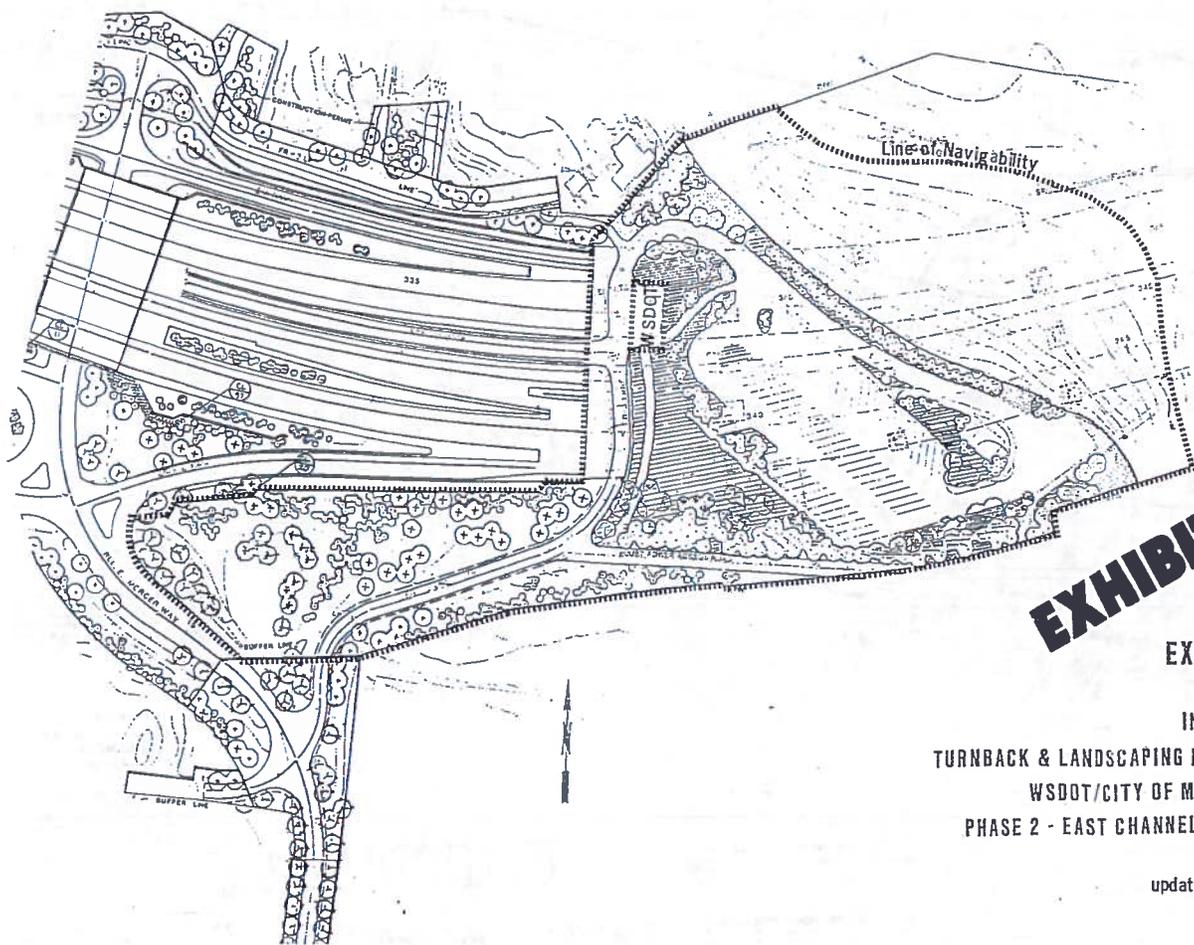
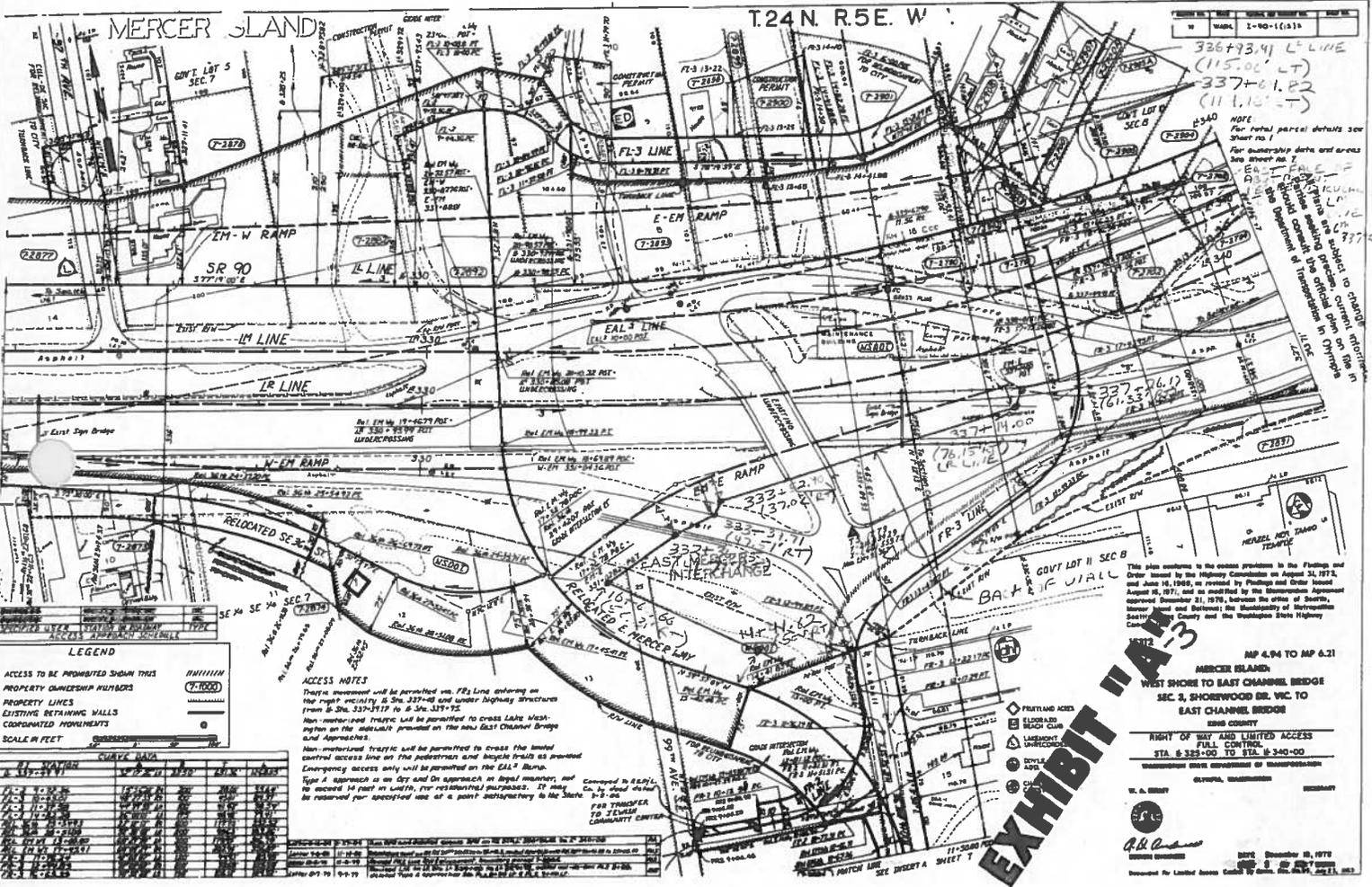


EXHIBIT "A"-2

EXHIBIT NO. 1

**INTERSTATE 90
TURNBACK & LANDSCAPING NEGOTIATIONS
WSDOT/CITY OF MERCER ISLAND
PHASE 2 - EAST CHANNEL BOAT LAUNCH**

updated July 13, 1987



MERCER ISLAND BOAT LAUNCH
ADDENDUM TO AIRSPACE LEASE

ORIGINAL

This is an addendum to Lease IC No. _____, AA No. _____ between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, Lessor, and THE CITY OF MERCER ISLAND, Lessee, ("Lease"), which was executed by the Lessee on May 22, 1992, and allows the Lessee to use a portion of Interstate 90 right of way (the "Leased Premises") for a public boat launch.

THE FOLLOWING CLAUSE IS HEREBY ADDED TO THE LEASE:

FAILURE TO MAINTAIN.

The Lessee agrees to maintain the Leased Premises to the same standards as are adhered to in the maintenance of other city parks, facilities and landscaped areas.

If the Lessor believes that the Lessee is not maintaining the Leased Premises in accordance with the above standards, the Lessor shall notify the Lessee in writing of its concerns and describe the maintenance which is expected to be performed.

Failure of the Lessee to perform the requested maintenance within fifteen (15) days of receipt of written notice shall constitute a breach of the Lease and the Lessor is entitled to enter upon the Leased Premises and perform the maintenance. The Lessee agrees to repay to the Lessor upon demand the entire cost of such maintenance performed by the Lessor. The maintenance performed by the Lessor under this provision shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

No other items of the Lease shall be altered by this agreement and shall apply equally to the agreement herein.

LESSOR: ATTN: PROPERTY MANAGEMENT SUPERVISOR
DEPARTMENT OF TRANSPORTATION
P.O. BOX 4-7338
OLYMPIA, WASHINGTON 98504-7338

LESSEE: CITY OF MERCER ISLAND
9611 S.E. 36TH STREET
MERCER ISLAND, WASHINGTON 98040-3738

DATED this 25th day of February, 1994.

CITY OF MERCER ISLAND

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

Judy Clibborn
By: Judy Clibborn, Mayor

for Alan C. Home
By: Joachim Pestinger, SR/WA
Director, Real Estate Services

Candice Stephens
By: Candice Stephens,
Associate City Clerk

STATE OF WASHINGTON

County of King

} ss.
On this 25th day of February, 1994,
before me personally appeared Judy Clibborn and Candice Stephens to me known to be the duly elected and qualified Mayor and Associate City Clerk of the City of Mercer Island, Washington who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that he/she was authorized to execute said instrument by the City Council of said City.

GIVEN under my hand and official seal the day and year above written.



Ronald C. Dickinson
Notary Public in and for the
State of Washington,
Residing at Mercer Island
My Commission Expires 12/30/96
Printed Name RONALD C. DICKINSON

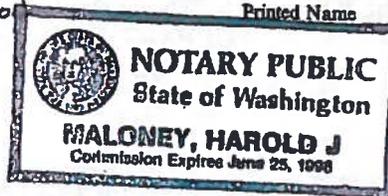
STATE OF WASHINGTON

County of Thurston

} ss.
On this 15th day of March, 1994,
before me personally appeared Joachim Pestinger, SR/WA, Director, Real Estate Services, for the Washington State Department of Transportation, and that he executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year above written.

Harold J. Maloney
Notary Public in and for the
State of Washington,
Residing at Geig Harbor
My Commission Expires June 25, 1996
Printed Name _____



APPROVED AS TO FORM:

Patricia K. Nightingale
By: Patricia K. Nightingale
Assistant Attorney General

Lease No.: AA-01-10221
I.C. #: 1-17-05512

A M E N D M E N T N U M B E R 1
to
A I R S P A C E L E A S E

THIS AMENDMENT NUMBER 1 (Amendment) to that certain Airspace Lease entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (Lessor/WSDOT) and CITY OF MERCER ISLAND (Lessee/CITY), executed by Lessor on March 11, 1994, and as further designated by Lessor as Airspace Lease AA-01-10221, I.C. No. 1-17-05512, as modified by Mercer Island Boat Launch Addendum to Airspace Lease, executed by Lessor on March 11, 1994 (collectively, Lease), is entered into by and between Lessor, and Lessee, a municipal corporation of the state of Washington.

RECITALS

A. The Modifications section of the Lease authorized the parties to amend the Lease by written agreement signed by both parties.

B. Sound Transit has a transportation project, the East Link I-90 Seismic/Staging (Project) that requires the temporary use of the Premises. The purpose of the Project is to retrofit the I-90 East Channel Bridge to accommodate the East Link Light Rail project under current seismic standards. Pursuant to separate agreement, WSDOT has agreed to lease multiple properties to Sound Transit for the East Link I-90 project, including the Premises. Sound Transit has notified WSDOT that it will need the Premises December 1, 2017 until such time as the Project is complete, which Sound Transit anticipated will be six (6) months once Project work commences on the Premises.

C. Sound Transit plans to implement the Project in stages, which it and the CITY anticipate will enable the CITY to continue to use alternating portions of the Premises during the Project. The CITY and Sound Transit have identified potential impacts of the Project on the CITY's use of the Premises as well as acceptable mitigation measures.

D. The CITY and WSDOT believe it is in the interest of the public to suspend the Lease for the period of time from December 1, 2017 until such time as the Sound Transit's construction of the Project is complete.

E. During the suspension period, WSDOT will lease the Premises to Sound Transit, which lease will authorize Sound Transit to sublease to the CITY those portions of the Premises it does not need for the current phase of the Project.

F. WSDOT and CITY desire to amend the Lease to allow for a suspension of the Lease.

AGREEMENT

NOW, THEREFORE in consideration of the terms and conditions herein, the Lease is modified as follows:

1. All capitalized terms used herein but not defined herein have the respective meanings set forth in the Lease or, if not defined in the Lease, have their ordinary and usual meaning. All Section and Exhibit references herein, if any, are to the Sections and Exhibits of the Lease unless otherwise stated.
2. The parties agree to suspend the Lease commencing December 1, 2017 until such time as Sound Transit notifies WSDOT that the Premises is no longer needed for the Project (Suspension Period). At such time, WSDOT shall notify the CITY in writing and the Lease will automatically recommence.
3. The parties agree that the Term of the Lease shall be suspended for the duration of the Suspension Period.
4. During the Suspension Period, nothing herein shall preclude the CITY from coordinating its continued use of the Premises with Sound Transit. The CITY acknowledges and agrees that during the Suspension Period, WSDOT will not have control or use of the Premises and any use of the Premises by the CITY must be agreed to by and between the CITY and Sound Transit by separate written agreement, which WSDOT will not be a party to.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be effective as of the last date written below.

Signatures:

Accepted and Approved by:

CITY OF MERCER ISLAND

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: 
Julie T. Underwood
City Manager, City of Mercer Island

By: 
Lorena Eng
Regional Administrator, Northwest Region

Dated: 11/7/17

Dated: 11/15/2017

APPROVED AS TO FORM

APPROVED AS TO FORM

By: 
Attorney, City of Mercer Island

By: _____
Assistant Attorney General

Dated: 11/7/17

Dated: _____

TENANT ACKNOWLEDGMENT

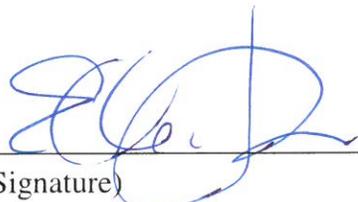
STATE OF WASHINGTON)

) ss

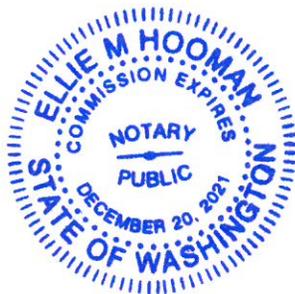
COUNTY OF KING)

On this 7th day of November before me personally appeared Julie T. Underwood to me known to be the duly appointed and qualified City Manager of the city of Mercer Island, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that she was authorized to execute said instrument by motion of the Mercer Island City Council, and that the seal affixed is the official seal of said City.

GIVEN under my hand and official seal the day and year last above written.



(Signature)



Ellie Hooman

Notary Public in and for the State of
Washington
Residing at: Mercer Island, WA
My commission expires: 12/20/2021

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this 15th day of November, 2017 before me personally appeared Lorena Eng, to me known to be the duly appointed Regional Administrator, Northwest Region, and that she executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 15th day of November, 2017.



(Signature)

PETER Alm

Notary Public in and for the State of Washington

Residing at: Bothell, WA

My commission expires: 2/21/21

EXHIBIT B
Master Premises

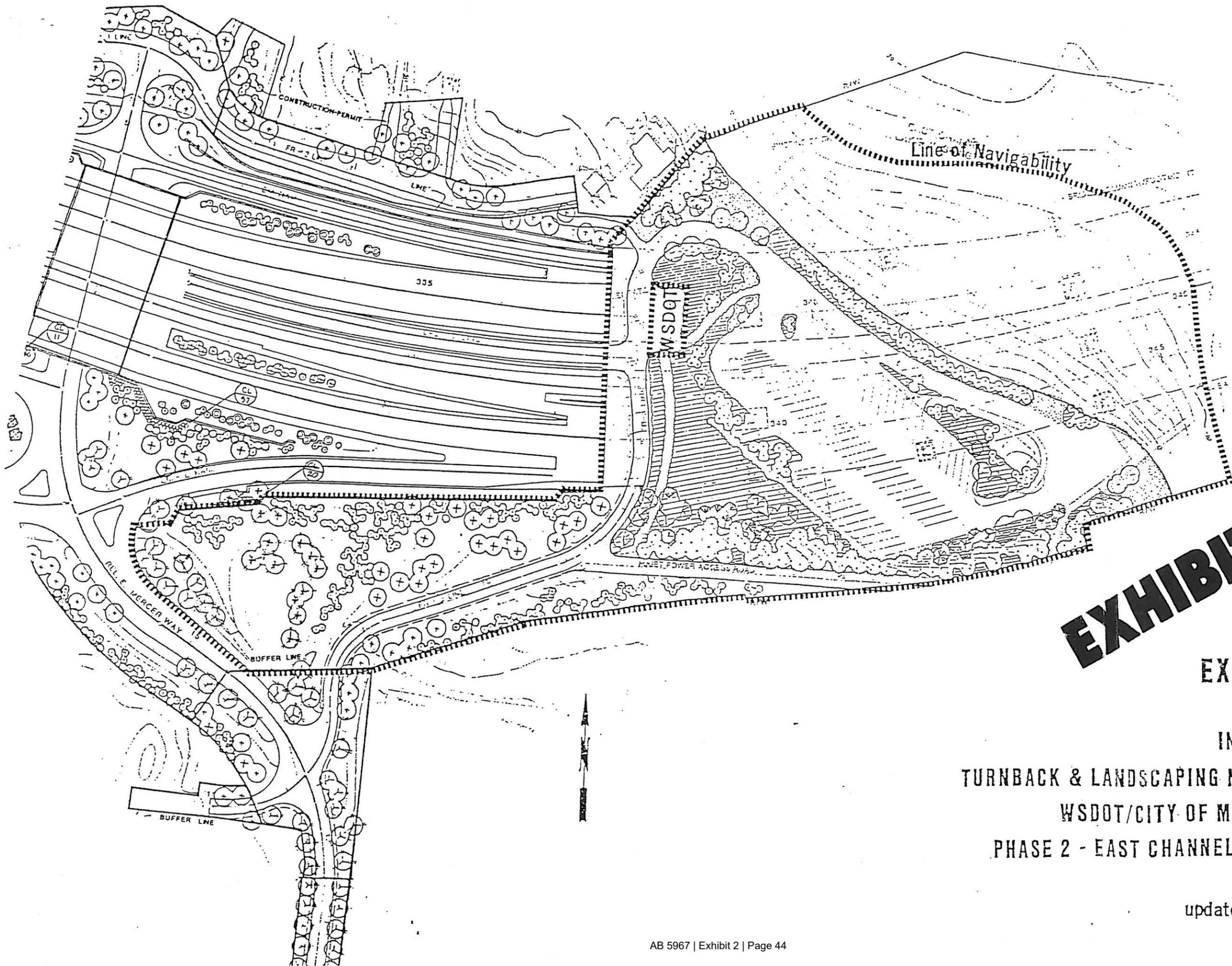


EXHIBIT "A"-2

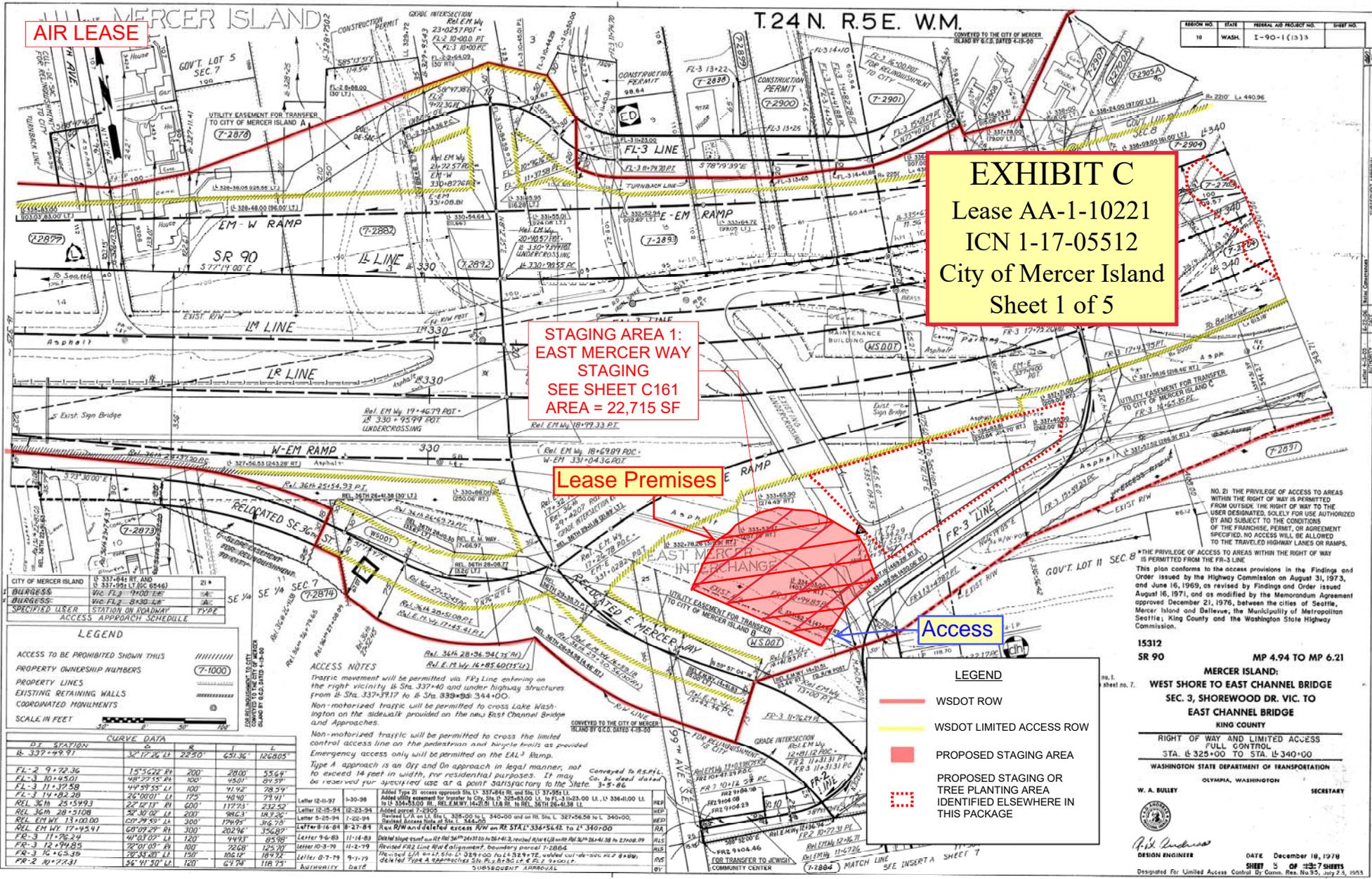
EXHIBIT NO. 1

**INTERSTATE 90
TURNBACK & LANDSCAPING NEGOTIATIONS
WSDOT/CITY OF MERCER ISLAND
PHASE 2 - EAST CHANNEL BOAT LAUNCH**

updated July 13, 1987

EXHIBIT C

Premises



AIR LEASE

EXHIBIT C
 Lease AA-1-10221
 ICN 1-17-05512
 City of Mercer Island
 Sheet 1 of 5

STAGING AREA 1:
 EAST MERCER WAY
 STAGING
 SEE SHEET C161
 AREA = 22,715 SF

Lease Premises

Access

CITY OF MERCER ISLAND	U 337-841 RT AND U 337-851 LT (DOC 8046)	21*
BURGESS	VIC FL2-1400-LE	3A
BURGESS	VIC FL2-8430-LE	3A
SPECIFIED USER	STATION ON ROADWAY	FYPZ
	ACCESS APPROACH SCHEDULE	

LEGEND

ACCESS TO BE PROHIBITED SHOWN THIS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

EXISTING RETAINING WALLS

COORDINATED MONUMENTS

SCALE IN FEET

CURVE DATA

STATION	R	Δ	L	PI	PT	PC	EA
14+329+49.91	1217.26	22.90	451.36	126805			
FL-2 9+22.36	1515.62	84	2800	55.64			
FL-3 10+45.01	4877.55	84	4500	89.59			
FL-3 11+32.58	4479.59	11	1000	91.92	78.54		
FL-3 14+82.26	2670.00	11	600	117.73	212.52		
REL 36.18 25+54.93	2212.13	81	1200	96.80	71.91		
REL 36.18 28+51.08	2470.10	11	200	98.23	182.26		
REL 36.18 31+01.00	6079.29	81	1000	174.76	316.78		
REL 36.18 34+54.91	6079.29	81	1000	202.96	356.87		
FR-3 11+76.24	4103.09	11	120	44.93	85.80		
FR-3 12+194.85	22101.05	81	1000	72.68	124.70		
FR-3 12+65.83	28148.20	11	150	106.12	187.32		
FR-2 10+27.31	2471.50	11	180	61.74	116.73		

ACCESS NOTES

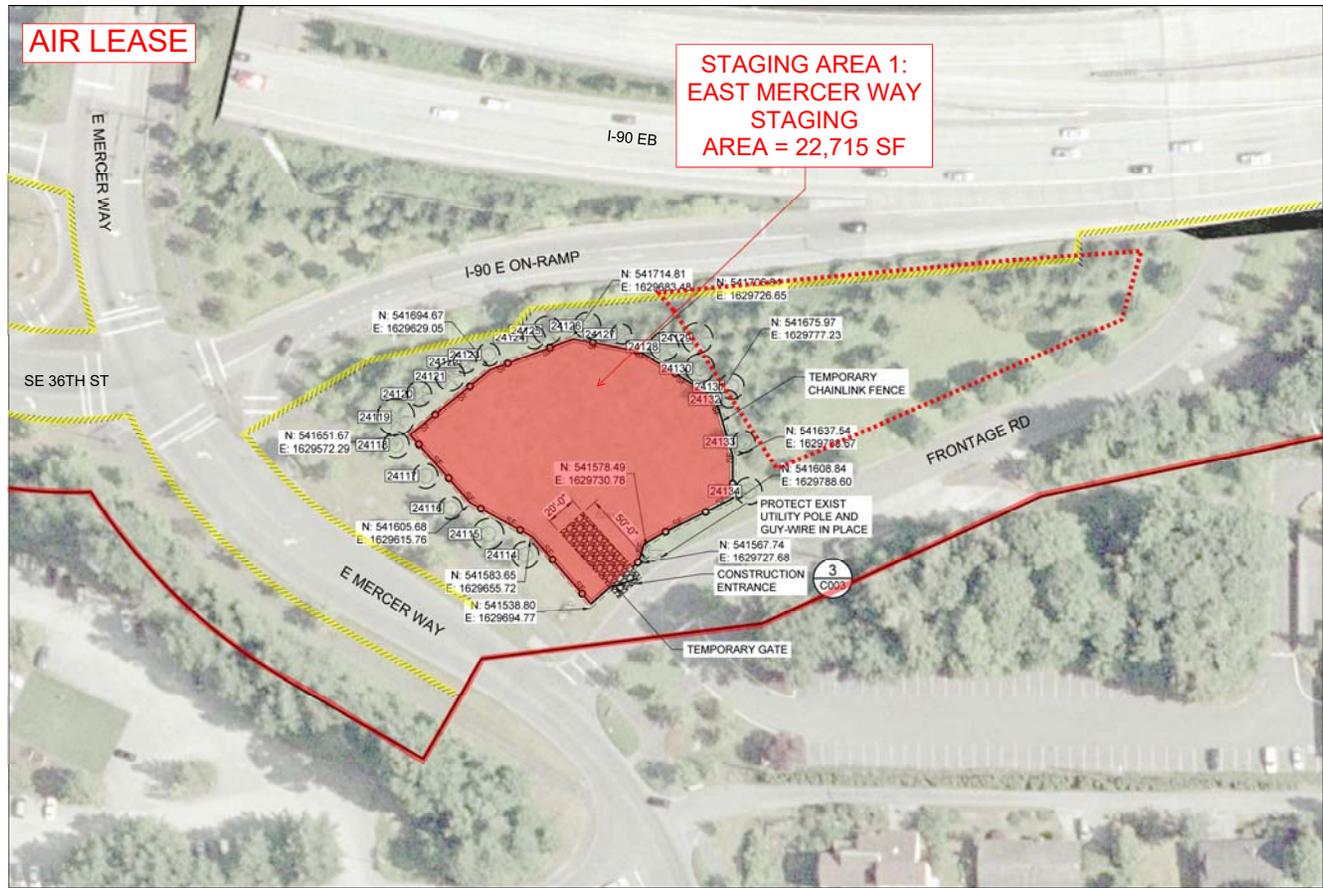
Traffic movement will be permitted via FR3 Line entering on the right vicinity of Sta. 337+48.0 and under highway structures from B Sta. 337+39.17 to B Sta. 338+38.38 3/4 400.

Non-motorized traffic will be permitted to cross Lake Washington on the sidewalk provided on the new East Channel Bridge and Approaches.

Non-motorized traffic will be permitted to cross the limited control access line on the pedestrian and bicycle trails as provided. Emergency access only will be permitted on the CAL3 Ramp.

Type A approach is an Off and On approach in legal manner, not to exceed 14 feet in width, for residential purposes. It may be reserved for specified use at a point satisfactory to the State.

Letter 12-11-97 1-30-98 Added Type 21 access approach Sta. U 337+841 RT and Sta. U 337+851 LT. Added utility easement for transfer to City, Sta. U 338+00.00 LT to U 338+40.00 LT. U 338+40.00 LT to U 338+80.00 LT. U 338+80.00 LT to U 339+20.00 LT. U 339+20.00 LT to U 339+60.00 LT. U 339+60.00 LT to U 340+00.00 LT. U 340+00.00 LT to U 340+40.00 LT. U 340+40.00 LT to U 340+80.00 LT. U 340+80.00 LT to U 341+20.00 LT. U 341+20.00 LT to U 341+60.00 LT. U 341+60.00 LT to U 342+00.00 LT. U 342+00.00 LT to U 342+40.00 LT. U 342+40.00 LT to U 342+80.00 LT. U 342+80.00 LT to U 343+20.00 LT. U 343+20.00 LT to U 343+60.00 LT. U 343+60.00 LT to U 344+00.00 LT. U 344+00.00 LT to U 344+40.00 LT. U 344+40.00 LT to U 344+80.00 LT. U 344+80.00 LT to U 345+20.00 LT. U 345+20.00 LT to U 345+60.00 LT. U 345+60.00 LT to U 346+00.00 LT. U 346+00.00 LT to U 346+40.00 LT. U 346+40.00 LT to U 346+80.00 LT. U 346+80.00 LT to U 347+20.00 LT. U 347+20.00 LT to U 347+60.00 LT. U 347+60.00 LT to U 348+00.00 LT. 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NOTES:

1. ANY STAGING OUTSIDE OF THE AREA SHOWN WILL BE CONTRACTOR'S RESPONSIBILITY TO NEGOTIATE AND SECURE.
2. CONTRACTOR TO PREPARE THE STAGING AREA SURFACE AS NEEDED WITH CRUSHED SURFACING BASE COURSE OR QUARRY SPALLS. FOR RESTORATION, CONTRACTOR SHALL COMPLETELY REMOVE ALL MATERIAL IN ORDER TO REESTABLISH THE PRE-CONSTRUCTION GRADE, PREPARE THE SUB-GRADE, AND PLACE TOP SOIL AND LAWN SEED
3. IF DAMAGED DURING CONSTRUCTION, REMOVE AND REPLACE SECTIONS OF CURB TO NEAREST JOINT ALONG FRONTAGE RD.

LEGEND

- WSDOT ROW
- WSDOT LIMITED ACCESS ROW
- PROPOSED STAGING AREA
- PROPOSED TREE PLANTING AREA IDENTIFIED ELSEWHERE IN THIS PACKAGE

EXHIBIT C
 Lease AA-1-10221
 ICN 1-17-05512
 City of Mercer Island
 Sheet 2 of 5

BORDER FILE EDITOR: KCWID-2012-1012e-TB-Border
 PLOT DATE: 10/16/2019 12:21 PM
 PLOTTED BY: J. A. [unreadable]

NO	REVISION DESCRIPTION	BY	APVD	DATE



PRELIMINARY ISSUE DRAWING
 INFORMATION ONLY
90% REVIEW
 SEPTEMBER 2019



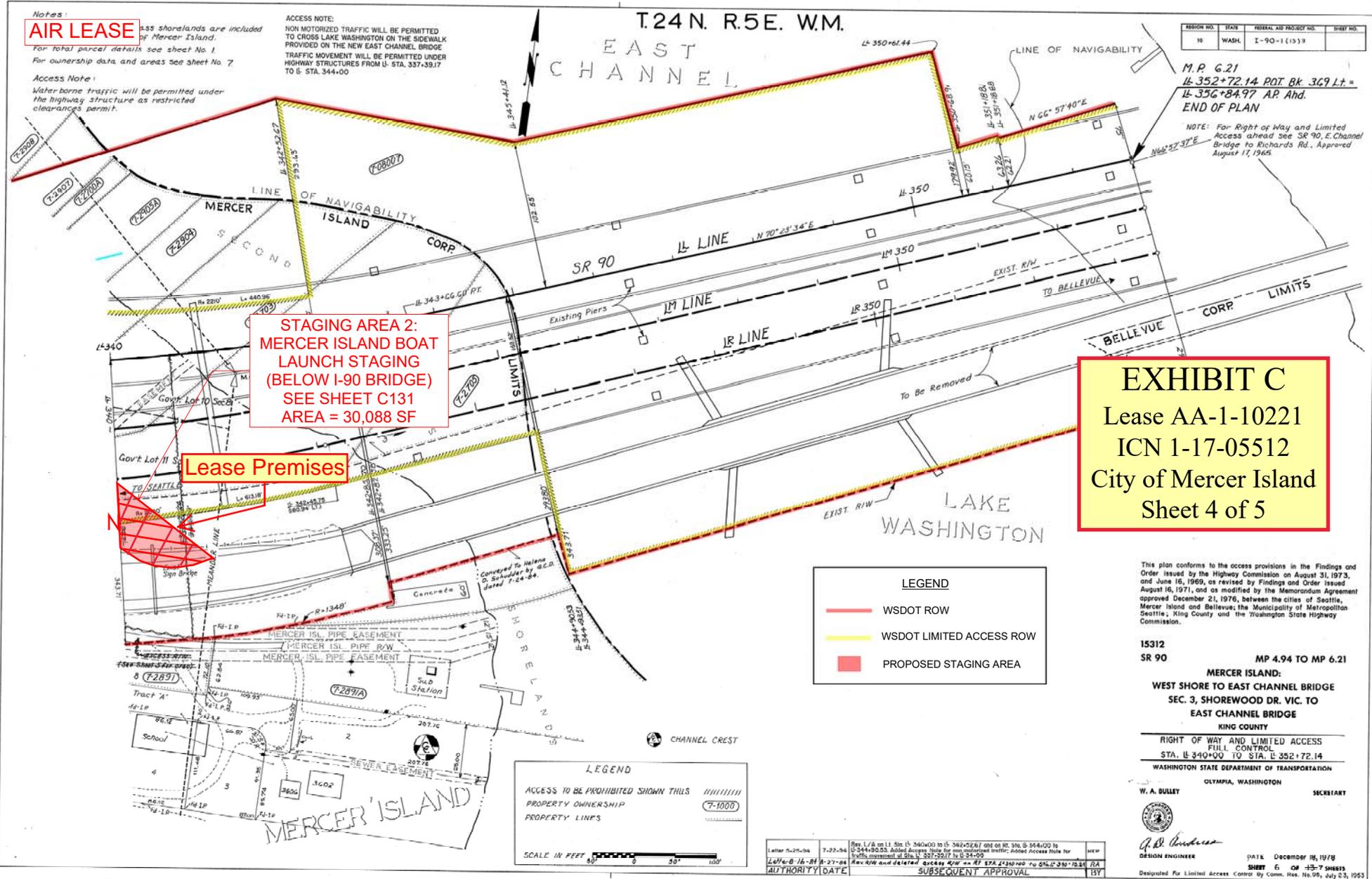
DESIGNED/DRAWN: B. NELSON	SCALE: AS NOTED
PROJECT ENGINEER: J. CHAE	REFERENCE: 1"
DESIGN APPROVAL: R. BROWNE	FACILITY NUMBER:
PROJECT ACCEPTANCE: S. YILDIZ	CONTRACT NO: C01340C20



DEPARTMENT OF NATURAL RESOURCES & PARKS
 WASTEWATER TREATMENT DIVISION
 NORTH MERCER ISLAND INTERCEPTOR AND ENATAI
 INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS
OFF SITE STAGING AREA
EAST MERCER WAY

DATE:	TBD
PROJECT FILE NO:	TBD
DRAWING NO:	C161
SHT NO / TOTAL:	
REV NO:	





AIR LEASE 133 shorelands are included by Mercer Island.
For total parcel details see sheet No. 1
For ownership data and areas see sheet No. 7

ACCESS NOTE:
NON-MOTORIZED TRAFFIC WILL BE PERMITTED TO CROSS LAKE WASHINGTON ON THE SIDEWALK PROVIDED ON THE NEW EAST CHANNEL BRIDGE. TRAFFIC MOVEMENT WILL BE PERMITTED UNDER HIGHWAY STRUCTURES FROM U-STA. 337+39.17 TO U-STA. 344+00

Access Note:
Water-borne traffic will be permitted under the highway structure as restricted clearances permit.

SECTION NO.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.
10	WASH.	I-90-1(13)3	

M.P. 6.21
U-352+72.14 P.O.T. Bk. 369 L.T. =
U-356+84.97 A.P. Ahd.
END OF PLAN

NOTE: For Right of Way and Limited Access ahead see SR 90, E. Channel Bridge to Richards Rd., Approved August 17, 1965

**STAGING AREA 2:
MERCER ISLAND BOAT
LAUNCH STAGING
(BELOW I-90 BRIDGE)
SEE SHEET C131
AREA = 30,088 SF**

Lease Premises

EXHIBIT C
Lease AA-1-10221
ICN 1-17-05512
City of Mercer Island
Sheet 4 of 5

LEGEND

- WSDOT ROW
- WSDOT LIMITED ACCESS ROW
- PROPOSED STAGING AREA

LEGEND

ACCESS TO BE PROHIBITED SHOWN THIS

PROPERTY OWNERSHIP

PROPERTY LINES

SCALE IN FEET

This plan conforms to the access provisions in the Findings and Order issued by the Highway Commission on August 31, 1973, and June 16, 1969, as revised by Findings and Order issued August 16, 1971, and as modified by the Memorandum Agreement approved December 21, 1976, between the cities of Seattle, Mercer Island and Bellevue, the Municipality of Metropolitan Seattle, King County and the Washington State Highway Commission.

15312
SR 90
MP 4.94 TO MP 6.21
MERCER ISLAND:
WEST SHORE TO EAST CHANNEL BRIDGE
SEC. 3, SHOREWOOD DR. VIC. TO
EAST CHANNEL BRIDGE
KING COUNTY
RIGHT OF WAY AND LIMITED ACCESS
FULL CONTROL
STA. U-340+00 TO STA. U-352+72.14
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

W. A. BULLY
DESIGN ENGINEER
DATE December 18, 1978
SHEET 6 OF 43-7 SHEETS
Designated For Limited Access Control by Comm. Res. No. 196, July 23, 1963

Letter 5-25-84	7-25-84	Rev. L/R on U-340 to U-344+00 to U-346+00 and on U-346 to U-344+00 by U-344+00.25. Added Access Note for non-motorized traffic; added Access Note for utility easement at Sta. U-337+39.17 to U-344+00	NEW
Letter 8-16-84	8-27-84	Rev. ROW and deleted grade U-344+00 to U-374+23.00 and U-374+23.00 to U-374+23.00	BY
AUTHORITY DATE		SUBSEQUENT APPROVAL	

EXHIBIT D

Mitigation Measures

Action and Impact	Mitigation
<p>Lane closures on Frontage Road. Slower access for boaters and traffic congestion on the Frontage Road.</p>	<p>King County will maintain public access to the boat launch throughout its occupancy. Access to the boat launch and parking that is not affected by construction would be maintained and would include the use of flaggers on Frontage Road as needed to ensure safe vehicle access during intermittent lane closures. King County will make all reasonable efforts to schedule lane closures timed to avoid peak season demand, especially on weekends. King County does not anticipate closing Frontage road on weekends. However, if weekend work is required, King County will work with the City to minimize any impacts. The County will not schedule lane closures anytime during SeaFair weekend.</p> <p>King County will conduct public communications with on-site signage and media channels about the project and anticipated lane closure dates in advance of all lane closures.</p>
<p>Closure of parking spaces at the boat launch for two years. Loss of public access to the boat launch. Congestion in the parking lot. Loss of revenue to the City for daily and seasonal passes for boat trailer parking.</p>	<p>King County will provide traffic control measures at the boat launch parking area to facilitate traffic flow through the site. King County will deploy and maintain public communications, including directional signage that direct overflow parking of boat trailers to Mercer Island City Hall on weekends. Signage and traffic control will also be provided at the City Hall site to direct boaters how to park there. King County will compensate the City at the appraised fair market value in the amount of \$ _____ for the duration of its occupation of the boat launch property. The City will transfer those funds to WSDOT, less WSDOT-approved expenses for contract management and loss of revenue from the occupied parking spaces.</p>
<p>Non-recreational use of the premises. City risks being out of compliance with Washington State Recreation and Conservation Office (“RCO”) and in violation of grant agreements.</p>	<p>King County will comply with conditions described in any policy waiver provided to the City by the Washington State Recreation and Conservation Office.</p>
<p>Fenced construction site containing equipment and materials. Presents public safety and security risks.</p>	<p>King County will be responsible for any and all loss or damage to materials or equipment stored in the premises. Any personal injury, damage to City property, altercations, or incidents involving police, fire, or ambulance services on the premises must be reported to the City’s representative within 24 hours of the occurrence.</p>
<p>Stockpiling and staging in parking lot. Pavement and curbing wear and tear from construction staging activities.</p>	<p>King County will repair the parking lot to restore it to pre-occupation condition and repave that portion of the Premises occupied by the County at the end of its period of occupation. This must occur within the period of occupation unless other arrangements are made with the City. Repaving under this Sublease means that the contractor will plane 1.5” existing HMA surface and overlay with 1.5” HMA.</p>

EXHIBIT E

Restrictions for the Protection of the SR 90 Bridge Structure

NO STORAGE
FLAMMABLE
MATERIAL

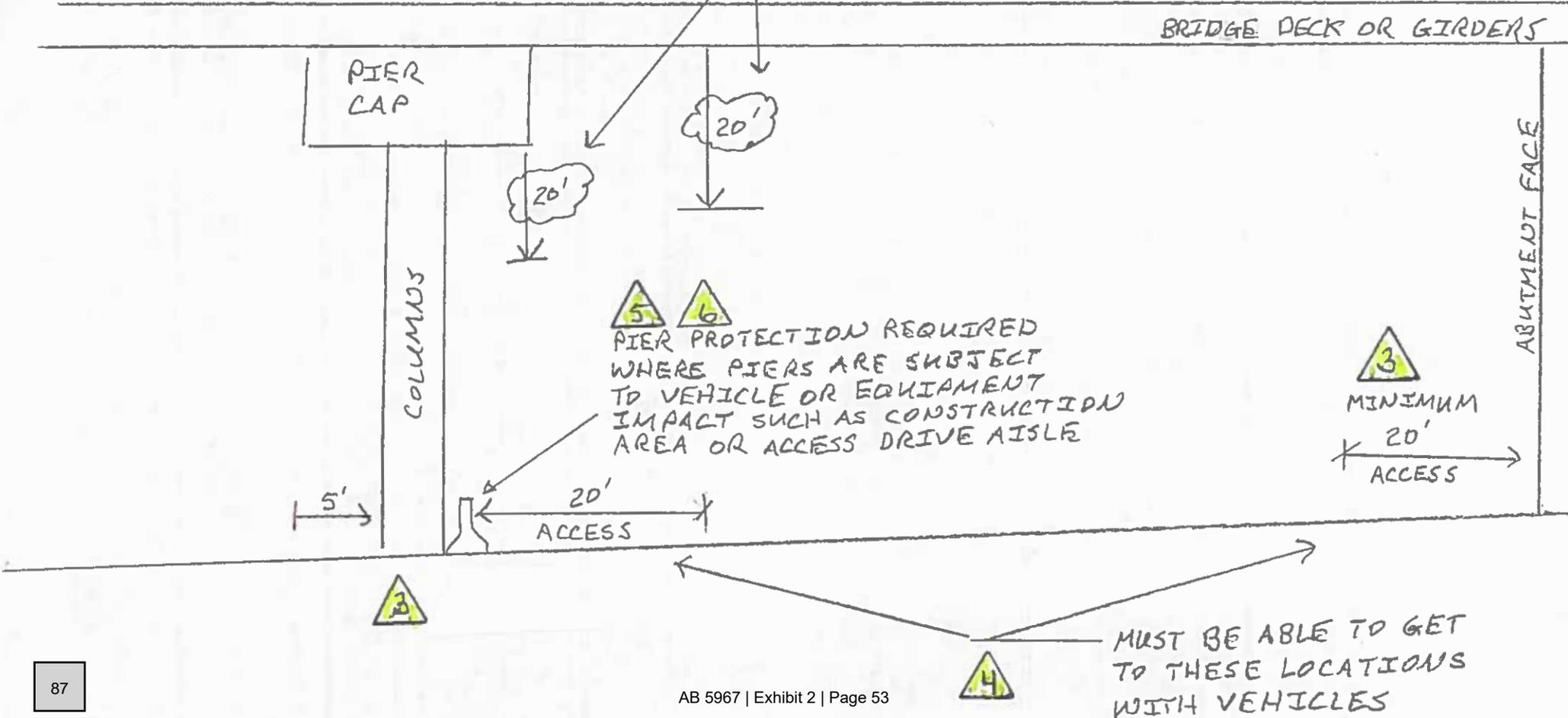
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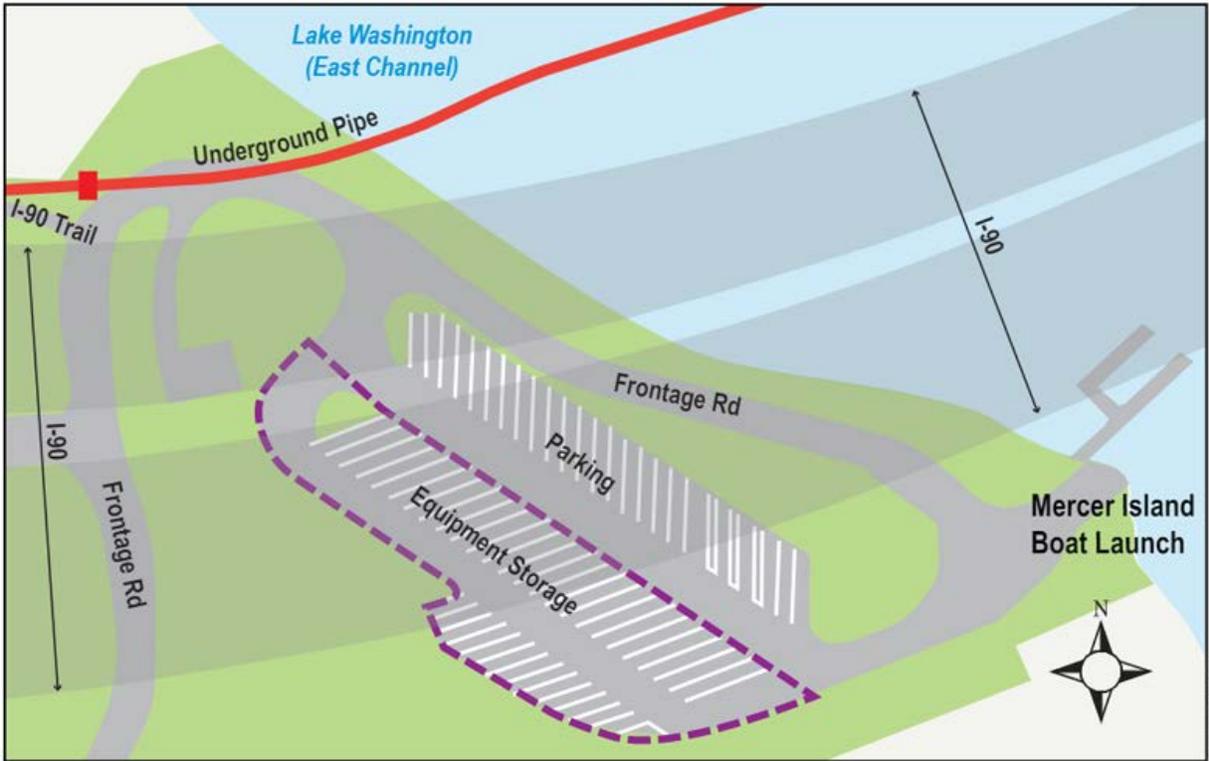
EXHIBIT E
Lease AA-01-10221
ICN 01-17-05512
City of Mercer Island
Sheet 1 of 1

- 1 PROVIDE STAGING PLAN AS DESCRIBED IN LEASE LANGUAGE,
- 2
- 3
- 4
- 5
- 6
- 7 PROVIDE 24/7 ACCESS TO LOCKED AREAS BY LEASE LANGUAGE

BULLETS AS DESCRIBED IN LEASE LANGUAGE ILLUSTRATED BELOW.

2 MAY BE REDUCED TO 10' BASED ON LOCATION AND SITUATION





MERCER ISLAND BOAT LAUNCH WORK - DETAIL

 **King County**
Department of Natural Resources and Parks
Wastewater Treatment Division

Lease No.: AA-01-10221
I.C. #: 1-17-05512

A M E N D M E N T N U M B E R 2
t o
A I R S P A C E L E A S E

THIS AMENDMENT NUMBER 2 (Amendment) to that certain Airspace Lease entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (Lessor) and CITY OF MERCER ISLAND (Lessee), executed by Lessor on March 11, 1994, and as further designated by Lessor as Airspace Lease AA-01-10221, I.C. No. 1-17-05512, as modified by Mercer Island Boat Launch Addendum to Airspace Lease, executed by Lessor on March 11, 1994, and Amendment No. 1 dated November 15, 2017 (collectively, Lease), is entered into by and between Lessor, and Lessee, a municipal corporation of the state of Washington.

RECITALS

A. The Lease authorizes the parties to amend the Lease by written agreement signed by both parties.

B. King County will be performing construction activities as part of the North Mercer Enatai Interceptor Sewer Project (Project) that requires the temporary use of a portion of the Premises for construction staging activities. Lessee has requested to sublease a portion of the Premises to King County for these activities. King County anticipates its use of a portion of the Premises will last approximately twenty-four (24) months.

C. The Lessor and Lessee believe it is in the interest of the public to allow Lessee to sublease a portion of the Premises to King County for approximately twenty-four (24) months for the purposes of the Project.

D. Lessor and Lessee desire to amend the Lease to allow for sublease of portions of the Premise under the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE in consideration of the terms and conditions herein, the Lease is modified as follows:

1. All capitalized terms used herein but not defined herein have the respective meanings set forth in the Lease or, if not defined in the Lease, have their ordinary and usual meaning. All

Section and Exhibit references herein, if any, are to the Sections and Exhibits of the Lease unless otherwise stated.

2. **SUBLET** is being replaced in its entirety with the following:

SUBLET. Lessee may sublet the operation of the boat launch, identified on to another public agency after giving ninety (90) days written notice to Lessor and securing Lessor’s written concurrence. In addition, Lessee may sublet to King County a portion of the boat launch parking area and the grassy area to King County for the purpose of staging for the Project following conditions herein.

The sublease between ~~Lessor~~ Lessee and King County shall commence on the first day of the month following Lessor’s written notification to Lessee and shall terminate at such time as King County has notified Lessor in writing that the Premises is no longer needed for the Project (Sublease Period). At such time, Lessor shall notify the Lessee in writing of the termination of the sublease.

3. Upon termination of the King County sublease, **SUBLET** shall revert to the original lease language.

4. **RENT** is being replaced in its entirety with the following:

RENT.

A. The Lessor and Lessee covenant and agree that consideration for this lease for Lessee’s use is as set forth in that certain agreement by and between the parties hereto dated July 27, 1987, called “I-90 Turnback and Landscape Agreement” a copy of which is attached hereto as **EXHIBIT B**.

B. During the term of the King County sublease, Lessee shall collect rent from King County for the twenty-four (24) month period shall be SEVEN HUNDRED TWO THOUSAND TWO HUNDRED SEVENTY-NINE and 90/100 DOLLARS (\$702,279.90). Lessee shall forward to Lessor the balance of rent collected after the following instructions in the Use of Premises section of the lease as identified in USE OF PREMISES of this Amendment.

C. In the event that this Lease extends beyond the initial prepaid twenty-four (24) months, TENANT covenants and agrees to pay rent for the Premises to WSDOT in advance on or before the first day of each and every month thereafter following the expiration of the twenty-four (24) month period described in **Section 4.A**. Rent shall be paid at the monthly rate of TWENTY-NINE THOUSAND TWO HUNDRED SIXTY-ONE and 66/100 Dollars (\$29,261.66).

D. The terms of the sublease between Lessee and King County shall (1) require King County to prepay rent in one lump sum for the expected twenty-four (24) months term of the sublease, and (2) provide that King County shall not be entitled to a refund of prepaid rent if the sublease term is less than twenty-four (24) months, and (3) that King County shall pay prorated rent at the rental rate set herein for each month the sublease extends beyond the original twenty-four (24) month term and prepaid rent payment.

5. Upon termination of the King County sublease, **RENT** shall revert to the original lease language.

6. **USE OF PREMISES** is being replaced in its entirety with the following:

USE OF PREMISES

No other use than operating a public boat ramp, approved concessions, and King County staging activities for the Project shall be permitted without the prior written approval of the Lessor. The approved concessions are: food concession, canoe rental, and sailboard rental. If Lessee elects to operate any concessions on the leased premises, ten (10) percent of the gross receipts of such concession will be paid to Lessor annually on October 1st of each year. If any concession is operated under this lease, Lessee shall be responsible for collection and payment to Lessor of the monies due. If Lessee elects to charge a permit or use fee for use of the facility to any individual or group of individuals, then ten percent (10%) of these fees will be paid to Lessor annually on October 1st of each year. In using the premises, the Lessee shall comply with all policies and regulations heretofore or hereafter promulgated by the Department of Transportation relative to the location, operation and maintenance of improvements located on the leased premises. Direct access to ramps or traveled lanes of the limited access highway is not permitted. All grading and construction plans and any changes thereof are subject to approval by the Lessor.

Lessee shall continue payment to Lessor on October 1st of each calendar year the sublease is in effect, using the following guidelines:

1. Prior to the commencement of the sublease, Lessee shall continue to pay 10% of gross receipts. Lessee shall provide documentation showing gross revenue and calculation for the payment.

2. Upon commencement of the sublease, Lessee is authorized to retain from rent collected from King County under the sublease, an annual rate of eight percent (8%), or FIFTY-SIX THOUSAND, ONE HUNDRED EIGHT-TWO and 39/100 DOLLARS (\$56,182.39) for the purpose of lease oversight. Additionally, Lessee will not be required to pay the ten percent (10%) gross receipt revenue during the sublease term. This rental rate shall be prorated based on

the commencement date of the sublease and the annual payment cycle of October 1 through September 30.

3. Upon termination of the sublease, Lessee shall revert to paying the ten percent (10%) fee, based on the termination date of the sublease.

4. With each annual October payment, Lessee shall provide documentation showing gross receipt payment calculation and prorate oversight calculation for King County rent oversight fee.

5. Lessee shall forward to Lessor the King County rental payment, less the annual eight percent (8%) oversight fee, prorated as necessary, no later than termination of the King County sublease. The payment shall include the Lessor's lease number AA-01-10221 and the calculations for all payments during the sublease period including gross revenue and lease oversight payments. Payment shall be mailed to:

Department of Transportation
Attn: Property Management Program Manager
P.O. Box 47339
Olympia, WA 98504-7339

Furthermore, in using the leased premises, it is expressly agreed that the Lessee must comply with all applicable Federal, State and Local ordinances and regulations including environmental requirements and secure all necessary permits and licenses. Lessee hereby agrees to hold Lessor harmless from claims or suits resulting from Lessee's failure to comply with such requirements.

7. **USE OF RIGHT OF WAY UNDER OR ADJACENT TO STRUCTURE** is being replaced in its entirety with the following:

USE OF RIGHT OF WAY UNDER OR ADJACENT TO STRUCTURE.

The Lessee agrees to take reasonable steps to protect against vehicular hits or other damage arising from Lessee's use of the premises, to all piers and structures exposed to such potential damage under any elevated highway structure existing on the site.

The Lessee shall not weld any metal object to any metal member of any metal structure, or drill or rivet into or otherwise fasten anything to any pier or beam on any concrete, metal, or wood structures without the Lessor's specific written approval of detailed drawings for such welding, riveting, drilling, or fastening.

The Lessee shall at its own expense make any provisions it deems necessary to protect users of its facility from any hazards resulting from use and operation of the highway.

The Lessee is responsible for the cost of repair for any and all damage to the highway structure related to the Washington State Department of Transportation owned improvements, as a result of operation of the boat launch facility, except where such damage is caused by or results from operations of WSDOT, other state agencies, or state franchise or permit holders.

In using the Premises, Lessee shall comply with the following restrictions for the protection of the SR 90 bridge structure. A diagram showing details of the following is attached as **EXHIBIT C**, attached hereto and by this reference incorporated herein:

1. Provide Staging plans indicating staged materials locations, type and estimated quantity or volume, access roads within staging areas, gate locations, access points and current contact information for site managers. **NO STORAGE OF FLAMMABLE MATERIAL, INCLUDING HDPE PIPE, IS PERMITTED UNDER THE BRIDGE STRUCTURE.** Staging of small quantities may be permitted provided pipes are not accumulating more than the quantity that can be installed in two (2) to three (3) days and the pipe is laid out and not stacked. Lessee shall provide staging plans to Lessor in writing by email to NWRRESPM@WSDOT.WA.GOV for review and approval. Staging plans must be approved by Lessor prior to materials being placed on the Premises. Any changes to staging plans and activities must be preapproved by Lessor using this review process.

2. Maintain twenty (20) feet Vertical Clearances to underside of all bridge elements. May be reduced to ten (10) feet minimum dependent on location and situation with prior approval after review of the staging plan above.

3. Provide for at least twenty (20) feet Horizontal Clearance on at least one side, or at the face, of bridge elements such as piers and abutments for inspection vehicle access, and at least five (5) feet of clearance around all other faces for inspection.

4. Maintain or be able to allow vehicle access to bridge element locations such as piers and abutment faces.

5. Pier protection such as traffic barriers, should be placed at the base of free-standing pier locations to prevent equipment or vehicular impact.

6. For pier locations that are adjacent to construction vehicle/equipment access roads, pier protection such as traffic barriers, must be placed at base of free-standing pier locations to prevent impact. Access roads at these locations should be at least twenty (20) feet wide to provide for passage. This will also satisfy the horizontal clearance for inspection access as described in 2. above.

7. Locks to all gated areas under and around bridge areas must be daisy chained for 24/7 access by Lessor.

8. **USE OF RIGHT OF WAY UNDER OR ADJACENT TO STRUCTURE** shall survive the term of the King County sublease to replace the original lease language.

9. The terms of the sublease between Lessee and King County shall require King County to comply with all terms and conditions of the Airspace Lease between Lessor and Lessee and all amendments thereto and provide that King County's failure to comply with such terms and conditions shall constitute a default under the sublease and this Lease Amendment 3.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be effective as of the last date written below.

Signatures:

Accepted and Approved by:

CITY OF MERCER ISLAND

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: _____
Jessi Bon
City Manager, City of Mercer Island

By: _____
Michael Cotten
Regional Administrator, Northwest Region

Dated: _____

Dated: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Attorney, City of Mercer Island

By: _____
Assistant Attorney General

Dated: _____

Dated: _____

TENANT ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this ____ day of _____ before me personally appeared Jessi Bon to me known to be the duly appointed and qualified City Manager of the city of Mercer Island, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that she was authorized to execute said instrument by motion of the Mercer Island City Council, and that the seal affixed is the official seal of said City.

GIVEN under my hand and official seal the day and year last above written.

(Signature)

Notary Public in and for the State of
Washington

Residing at: _____

My commission expires: _____

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this _____ day of _____, 20__ before me personally appeared Michael Cotten, to me known to be the duly appointed Regional Administrator, Northwest Region, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 20__.

(Signature)

Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____

I-90 TURNBACK AND LANDSCAPE AGREEMENT

PHASE TWO - EAST CHANNEL BOAT LAUNCH FACILITY

THIS AGREEMENT is entered into between the Washington State Department of Transportation, hereinafter "WSDOT" and the City of Mercer Island, Washington, hereinafter "the City". The Agreement pertains to a boat launch and water access facility to be located under, adjacent to, and in the vicinity of the I-90 East Channel structure.

It is agreed between WSDOT and the City as follows:

1. Use and development of the area shown on Exhibit 1 hereto for a boat launch and water access facility with erosion control and landscaping of said facility and adjacent properties is in the best interests of the public; and
2. Both WSDOT and the City will participate in the development of the boat launch facility with the City assuming final management, jurisdiction, and maintenance responsibility for the facility via a mutual benefits no cost air space lease arrangement, with reservation of necessary and appropriate access and utility easements, permits and franchises; and
3. WSDOT agrees to make certain site improvements in accordance with the design report for the boat launch site (Exhibit 2 hereto) and FHWA approval for use of Federal funds for said purposes. Such improvements include:
 - a) Grading of the area to be used for the boat launch facility as presently contained in the I-90 East Mercer Interchange Phase Two Construction Contract.
 - b) Clearing, final grading, surfacing and paving of the access road and parking area in accordance with the boat launch plans which are attached as Exhibit 2 hereto as part of State contract or contracts. Those items included in Exhibit 2 which are the responsibility of the City may be included in an appropriate State contract at the option of the City.
 - c) Installation of underground permanent and temporary/establishment irrigation systems for the total facility area as shown in Exhibit 1.

RECEIVED

MAR 12 1987

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B

- d) Landscaping and erosion control of the area immediately surrounding the paved boat launch facility generally in accordance with Exhibit 2 and for the remainder of the area generally in accordance with Exhibit 3 hereto. Landscaping and erosion control may be done under a separate contract.
- e) WSDOT will complete the boat launch facility plans and furnish them to the City for final development and maintenance of the boat launch facility, except as set forth in paragraph four below.
4. The City agrees to assume responsibility for design and development of the boat launch facility and water access facility items on the site including landscaping adjacent thereto not contained in Exhibit 2.
5. The City agrees to assume full management and maintenance responsibility for the total facility area as identified in Exhibit 1 including landscaping, at no additional future cost to WSDOT or the FHWA. Management and maintenance responsibility by the City shall commence after the plant establishment period (3 years after completion of landscaping) or when WSDOT no longer has construction-related need for the area, whichever is later. If the City begins to use the boat launch facility area prior to completion of the plant establishment period for the area shown on Exhibit 2, City maintenance responsibility will be negotiated between WSDOT and the City at that time for the portions occupied by the City.
6. WSDOT agrees to assume full maintenance responsibility for the drainage siltation facility located within the boat launch facility area including both inlet and outfall piping and East Channel Bridge structural elements and retaining walls.
7. WSDOT agrees to enter into a mutual benefits no cost air space lease arrangement with the City as part of the turnback and landscape negotiations involved in Phase III dealing with the First Hill Lid and surrounding area.
8. It is agreed that the City will have the opportunity to review the final landscape plans, specifications and estimate (PS&E) for each project during District Office review and during office copy review after the PS&E has been reviewed by headquarters in Olympia and prepared in final form, approximately two weeks prior to advertisement for bid.

9. It is understood and agreed that both parties to this agreement have authority to sign this agreement and it shall be binding on both parties unless modified or terminated by mutual agreement in writing.

DATED this 27th day of July, 1987.

WSDOT

By: 
Brian P. Henkel, P.E.
I-90 Project Manager

CITY OF MERCER ISLAND

By: 
Ronald C. Dickinson
City Attorney

NO STORAGE
FLAMMABLE
MATERIAL

Item 5.

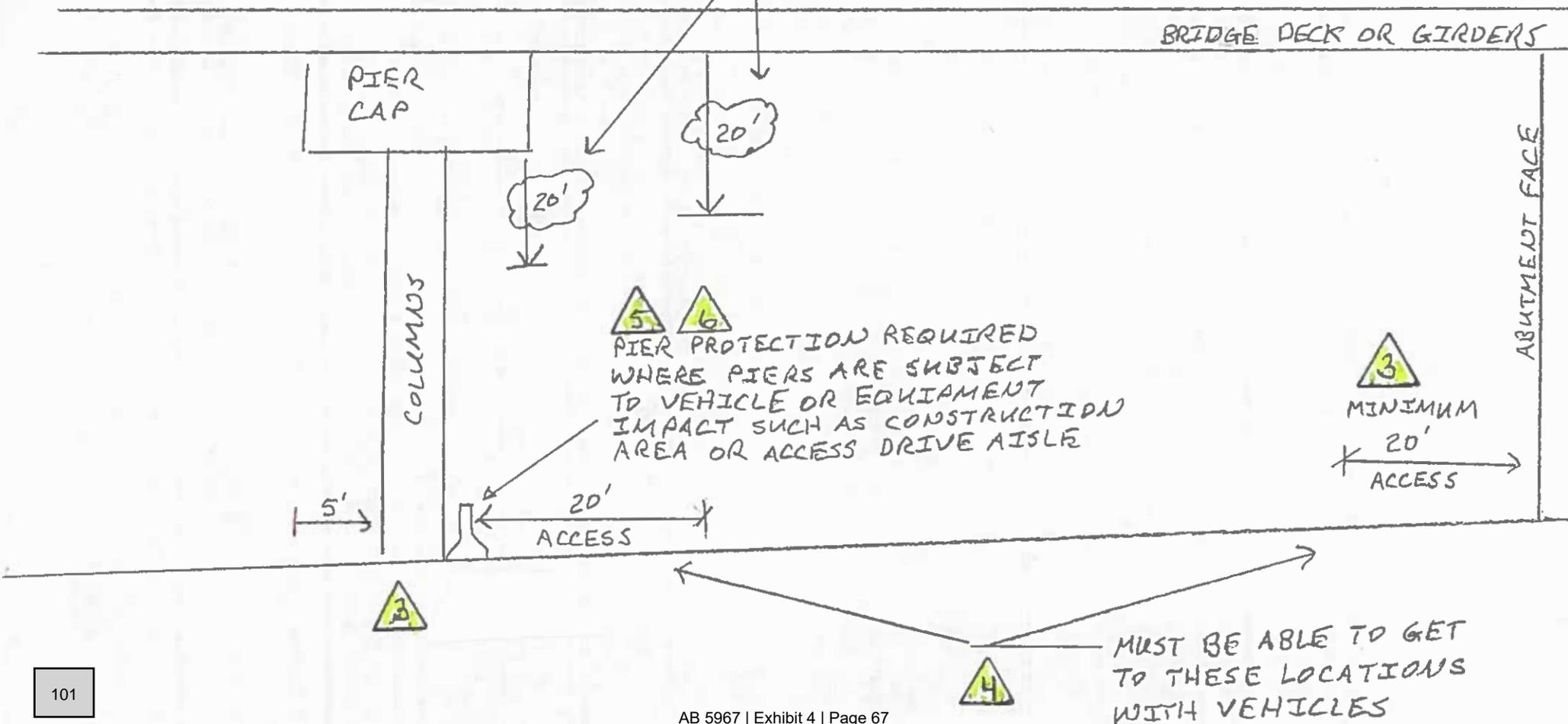
EXHIBIT C
Lease AA-01-10221
ICN 01-17-05512
City of Mercer Island
Sheet 1 of 1

1 PROVIDE STAGING PLAN AS DESCRIBED IN LEASE LANGUAGE,

2
3
4
5
6 } BULLETS AS DESCRIBED IN LEASE LANGUAGE ILLUSTRATED BELOW.

7 PROVIDE 24/7 ACCESS TO LOCKED AREAS BY LEASE LANGUAGE

2 MAY BE REDUCED TO 10' BASED ON LOCATION AND SITUATION



**North Mercer Enatai Interceptor Project
I-90 Boat Launch Staging Area Sublease Mitigation Measures**

Action and Impact	Mitigation
<p>Lane closures on Frontage Road. Slower access for boaters and traffic congestion on the Frontage Road.</p>	<p>King County will maintain public access to the boat launch throughout its occupancy. Access to the boat launch and parking that is not affected by construction would be maintained and would include the use of flaggers on Frontage Road as needed to ensure safe vehicle access during intermittent lane closures. King County will make all reasonable efforts to schedule lane closures timed to avoid peak season demand, especially on weekends. King County does not anticipate closing Frontage road on weekends. However, if weekend work is required, King County will work with the City to minimize any impacts. The County will not schedule lane closures anytime during SeaFair weekend.</p> <p>King County will conduct public communications with on-site signage and media channels about the project and anticipated lane closure dates in advance of all lane closures.</p>
<p>Closure of parking spaces at the boat launch for two years. Loss of public access to the boat launch. Congestion in the parking lot. Loss of revenue to the City for daily and seasonal passes for boat trailer parking.</p>	<p>King County will provide traffic control measures at the boat launch parking area to facilitate traffic flow through the site. King County will deploy and maintain public communications, including directional signage that direct overflow parking of boat trailers to Mercer Island City Hall on weekends. Signage and traffic control will also be provided at the City Hall site to direct boaters how to park there. King County will compensate the City at the appraised fair market value in the amount of \$ _____ for the duration of its occupation of the boat launch property. The City will transfer those funds to WSDOT, less WSDOT-approved expenses for contract management and loss of revenue from the occupied parking spaces.</p>
<p>Non-recreational use of the premises. City risks being out of compliance with Washington State Recreation and Conservation Office (“RCO”) and in violation of grant agreements.</p>	<p>King County will comply with conditions described in any policy waiver provided to the City by the Washington State Recreation and Conservation Office.</p>
<p>Fenced construction site containing equipment and materials. Presents public safety and security risks.</p>	<p>King County will be responsible for any and all loss or damage to materials or equipment stored in the premises. Any personal injury, damage to City property, altercations, or incidents involving police, fire, or ambulance services on the premises must be reported to the City’s representative within 24 hours of the occurrence.</p>
<p>Stockpiling and staging in parking lot. Pavement and curbing wear and tear from construction staging activities.</p>	<p>King County will repair the parking lot to restore it to pre-occupation condition and repave that portion of the Premises occupied by the County at the end of its period of occupation. This must occur within the period of occupation unless other arrangements are made with the City. Repaving under this Sublease means that the contractor will plane 1.5” existing HMA surface and overlay with 1.5” HMA.</p>

Natural Resources Building
P.O. Box 40917
Olympia, WA 98504-0917



(360) 902-3000
TTY: (360) 902-1996
Fax: (360) 902-3026

1111 Washington St. S.E.
Olympia, WA 98501

STATE OF WASHINGTON

E-mail: Info@rco.wa.gov
Web site: www.rco.wa.gov

RECREATION AND CONSERVATION OFFICE

September 8, 2021

Paul West
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040-3732

RE: Request for Approval of an Exception to Conversion – Temporary Closure
Boat Launch, RCO #89-018D; #91-120D

Dear Mr. West:

The Recreation and Conservation Office (RCO) has completed review of the request for an exception to conversion for a temporary closure of a portion of the boat launch. The closure is due to King County's North Mercer Enatai Interceptor wastewater project to replace existing sewer lines to use of a portion of the boat launch for staging. The temporary closure of a portion of the boat launch parking area is scheduled to begin November 2021 and will end in October 2023. The temporary closure will not exceed a total of a 24-month period.

This approval is conditioned on the following:

- The exception will have no permanent impact to the intended purpose, use, and function of the project area.
- Signage will be installed to alert the public to the closure and will provide information and directions to nearby boat and trailer parking areas.
- The boat launch will remain open to the public for recreational boating use.
- The closure will be limited to a portion of the boat launch parking lot and will occur as described in the request.
- The project area impacted will be restored to its original or better surface condition when the staging area is vacated.

If conditions change regarding the approved exception including any changes to the proposed scheduled closure timeframe, please notify DeAnn Beck, outdoor grants manager immediately so that a determination can be made on the effect on the funded property or project area. If you have any questions, DeAnn can be reached at deann.beck@rco.wa.gov.

Sincerely,

Myra Barker
Compliance Specialist

cc: DeAnn Beck, RCO

USE LICENSE AGREEMENT

Temporary Seasonal Construction Staging at Luther Burbank South Parking Lot

This USE LICENSE AGREEMENT (“License”) is entered into by and between KING COUNTY, by and through its WASTEWATER TREATMENT DIVISION, (“Licensee”) and the CITY OF MERCER ISLAND (“Owner”) and is effective the date that the License is fully executed by both Parties.

RECITALS

The Licensee has a public works sewer project known as the North Mercer/Enatai Interceptor (“NMEI”) which runs across Mercer Island to the Enatai neighborhood in Bellevue. This project provides public benefit to the citizens of King County in general and the City of Mercer Island in particular. The project is expected to start in 2021 and last for a duration of three to four years.

The Owner owns and operates Luther Burbank Park (“Property”) for public recreation purposes. The Luther Burbank Park South Parking Lot (“Site”) was constructed in 1972 using Washington State (“State”) grant funds according to an agreement with the Interagency Committee on Outdoor Recreation, predecessor to the current Recreation and Conservation Office (“RCO”). The grant agreement with RCO and subsequent State policy provides for situations where the park is used for non-recreational purposes.

The Owner has a Special Event Reservation and Permit Policy and a Parking Space Use Policy. Both policies have conditions that have been incorporated into this License to the extent they apply.

The Owner and the Licensee believe it is in the interest of the public to utilize a portion of the parking capacity that is available off-season at the Site to facilitate the construction of the NMEI.

AGREEMENT

NOW, THEREFORE in consideration of the terms and conditions herein, the Parties agree as follows:

The Licensee, including its elected officials, employees, agents, contractors and consultants shall have non-exclusive, temporary seasonal use of a portion of the Site (“Licensed Area”), described in Exhibit A, in accordance with the terms and conditions that follow:

1. **TERM:** The License period shall commence from the date of first occupation by the Licensee and shall expire on midnight of the same date four years hence unless revoked by the Owner or terminated by the Licensee as provided below. Licensee shall provide notice to the Owner of the date of first occupation within five (5) business days from the date of first occupation. Such notice shall be provided simultaneously with the first annual payment described in Subsection (2) below.
2. **FEES and Annual Payment:** The cost of the License shall be a one-time \$150.00 Special Events license processing fee, as well as annual rental payments of \$10,000.00 for each year, full or partial, of occupation, which the Licensee shall pay annually at the start of each annual period of occupation.
3. **OCCUPATION:** The Licensee may occupy the Licensed Area during the annual period of occupation from October 1 to May 15 (of the following calendar year) each year during the Term of the License. The Licensee shall vacate the Licensed Area by midnight of May 16 each year and remove all possessions including equipment and materials by that date. Under no circumstances may the Licensee occupy the Licensed Area outside of this annual occupancy window. The Licensee shall

notify the Owner in writing (email is acceptable) of its date of first occupation at least fourteen (14) days prior to said date.

4. **MOBILIZATION AND DEMOBILIZATION:** The Licensee shall not mobilize onto the Licensed Area prior to the start of the annual period of occupation. The Licensee must fully demobilize from the Licensed Area by the end of the annual period of occupation and return the Site to a usable condition for public recreation as determined by the Owner. The Licensee shall notify the Owner each year within fourteen days of demobilization, and request an inspection of the Site by the Owner.
5. **ALLOWED USES:** Licensee may use the Licensed Area only for the staging of construction equipment and solid-state materials unlikely to generate water pollutants (e.g. pipe, catch basins, lumber). Licensee may not use the Licensed Area for stockpiling of liquids (e.g. fuel) or loose materials (e.g. gravel, soil, mulch) nor may Licensee use Licensed Area for mixing or assembly operations.
6. **NON-EXCLUSIVE RIGHT:** This License shall not be deemed or construed to be an exclusive right. It does not prohibit the Owner from granting any other permits and/or licenses to other public or private entities, nor shall it prevent the Owner from using any public place for any and all public use or affect its jurisdiction over any part of them.
7. **LICENSE REVOCATION:** This License is revocable only if Licensee is in material breach of this License and Licensee does not correct the breach within a reasonable time after receiving written notice of breach by the Owner, as determined by the Owner. This right to revoke is expressly reserved to the Owner. For purposes of this section, "material breach" shall mean a breach of Sections 2, 3, 4, 10, 11, 12, 15, and/or 19 of this License.
8. **TERMINATION:** The Licensee may terminate the License by written notice to the Owner. Upon revocation, termination, or abandonment, the Licensee shall remove at its expense all materials, equipment, and possessions placed on the Licensed Area by the Licensee, and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to the Owner, including restoration as described below. If the Licensee has not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation, termination, or abandonment, the Owner may accomplish all of the necessary work and charge all costs to the Licensee.
9. **RESTORATION:** After completion of work authorized by this License, the Licensee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to starting work, or a condition satisfactory to the Owner including an anticipated scope of work contained in Exhibit B. If the Licensee delays the restoration beyond the expiration of this License, the Owner may accomplish all of the necessary work and charge all costs to the Licensee.
10. **REPAIRING DAMAGE BY LICENSEE:** In the event that damage of any kind is caused by the Licensee, the Licensee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the Owner's representative. If the Owner determines it is necessary, the Owner may accomplish the work and charge all costs to the Licensee.
11. **ABATEMENT OF UNSAFE CONDITIONS:** The Owner's representative may at any time, do, order or have done all work considered necessary to restore to a safe condition any areas in or in proximity to the Licensed Area left by the Licensee in a condition dangerous to life or property. The Licensee

shall pay, upon demand, to the Owner all costs of such work. Nothing in this section shall relieve the Licensee of duties under INDEMNITY AND HOLD HARMLESS, below.

12. INDEMNITY AND HOLD HARMLESS:

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

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

13. INSURANCE:

A. Insurance Term

The Licensee shall procure and maintain for the duration of the License and as long as Licensee in any way occupies the Licensed Area, insurance or self-insurance against claims for injuries to persons or damage to property which may arise from or in connection with the License and use of the Licensed Area.

B. No Limitation

The Licensee's maintenance of insurance or self-insurance as required by this License shall not be construed to limit the liability of the Licensee to the coverage provided by such insurance or self-insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Licensee shall obtain or cause its Contractor(s) and Subcontractor(s) to obtain insurance of the types and coverage described below:

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The Owner shall be named as an additional insured

under the Licensee's Commercial General Liability insurance policy with respect this License using ISO endorsement CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.

Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

Contractors Pollution Liability insurance shall be in effect throughout the entire License covering losses caused by pollution conditions that arise from the operations of the Licensee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Licensee's Commercial General Liability and Automobile Liability insurance. The Owner shall be named as an additional insured on the Licensee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance

The Licensee shall maintain the following insurance limits (whether through self-insurance or commercially available insurance):

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

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

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

E. Other Insurance Provisions

Licensee's Contractors' and Subcontractors' Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, and Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Owner.

Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be in excess of the Licensee's insurance and shall not contribute with it. Licensee maintains a fully funded Self-Insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. Licensee does not purchase Commercial General Liability, Auto Liability, or Pollution Liability insurance and is a self-insured governmental entity; therefore, Licensee does not have insurance policies by which to stipulate they shall be primary insurance as respect the Owner.

F. Acceptability of Insurers

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

G. Verification of Coverage

The Licensee shall furnish the Owner with original certificates and a copy of the amendatory endorsements annually, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement. Upon request by the Owner, the Licensee shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all contractors' and subcontractors' coverage.

H. Contractors and Subcontractors

The Licensee shall cause each and every Contractor and Subcontractor to provide insurance coverage that complies with all applicable requirements of the Licensee-provided insurance as set forth herein, except the Licensee shall have sole responsibility for determining the limits of coverage required to be obtained by Contractors and Subcontractors. The Licensee shall ensure that the Owner is an additional insured on each and every Contractor's and/or Subcontractor's Commercial General liability insurance policy using a commercially acceptable endorsement that is reasonably acceptable to the insurers of Owner.

I. Notice of Cancellation

Licensee shall provide the Owner with written notice of any policy cancellation within thirty business days of their receipt of such notice but in no event after the effective date of such policy cancellation.

J. Failure to Maintain Insurance

Failure on the part of the Licensee to maintain the insurance as required shall constitute a material breach of this License, upon which the Owner may, after giving five business days' notice to the Licensee to correct the breach, terminate this License or, at its discretion, procure, or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand.

K. Owner Full Availability of Licensee Limits

If the Licensee maintains higher insurance or self-insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability or self-insurance maintained by the Licensee, irrespective of whether such limits maintained by the Licensee are greater than those required by this License or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Licensee.

L. Licensee – Self-Insurance

Licensee maintains a fully funded Self-Insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. Licensee does not purchase Commercial General Liability, Auto Liability, or Pollution Liability insurance and is a self-insured governmental entity; therefore, Licensee does not have the ability to name an entity as an additional insured. Licensee is responsible for all payments within the self-insured retention and Licensee assumes all defense and indemnity obligations as outlined in the indemnification section of this Agreement.

14. **EQUAL OPPORTUNITY.** In all Licensee services, programs, or activities, and all Licensee hiring and employment made possible by or resulting from this License, there shall be no discrimination by Licensee or by Licensee's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Licensee shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this License by the Owner and, in the case of the Licensee's breach, may result in ineligibility for further Owner agreements.
15. **RIGHTS RESERVED TO OWNER – CONFORMANCE AND PAYMENT OF COST REQUIRED:** The Owner reserves the right to use, occupy, and enjoy its property for such purposes as it shall desire including, but not limited to, constructing, or installing structures and facilities on the property, or developing, improving, repairing or altering the property, so long as such uses do not interfere with Licensee's use of the Licensed Area.
16. **OWNER'S ACCESS:** The Licensee shall maintain the Owner's access to the Licensed Area at all times. The Owner will supply the Licensee padlocks or other security devices that the Licensee shall utilize to provide the Owner's access.

17. **UTILITY LOCATES:** Licensee agrees to obtain information from other utility operators regarding the location and current status of their installation before starting work. Licensee shall make all advanced arrangements necessary to protect utilities from injury or damage. The Licensee shall call 800-424-5555 for underground utility location prior to digging.
18. **NEIGHBORING PROPERTIES:** Licensee shall notify owners and residents of properties next to or in close proximity to the Site in accordance with Licensee’s public notification processes. Licensee shall make all advanced arrangements necessary to protect such property from injury or damage.
19. **TITLE:** This License grants only the right to use the Owner’s interest in the property, and the granting of this License is not a warranty that good title to any specific property is vested in the Owner.
20. **USES OF THE LICENSED AREA:** The Licensee shall restrict all use of the Licensed Area to those activities related to the access and staging of equipment and materials for the purposes of the NMEI public works project.
21. **REPRESENTATIVES OF THE PARTIES:** The parties shall each assign and maintain a single person who communicates with the other party’s representative regarding all rights and responsibilities outlined in this License. In the event that a representative is no longer able to fulfill the role, the respective party will assign a new representative within 48 hours and notify the other party of the name and contact information of the person assuming the role.

FOR THE OWNER

Paul West

206-275-7833

paul.west@mercergov.orgFOR THE LICENSEE

Doug Williams

206-477-2784

doug.williams@kingcounty.gov

22. **TRAFFIC CONTROL PLAN:** The Licensee shall provide the Owner a Traffic Control Plan (“TCP”) for the Owner’s review and approval that ensures safe public access to the unoccupied portion of the Site at all times. The Licensee shall provide the proposed TCP at least 30 days prior to the first mobilization and shall not occupy the site until the Owner has approved the TCP.
23. **SPEED LIMIT:** The Licensee shall strictly adhere to a 5 mile per hour speed limit on the Property at all times.
24. **RIGHT-OF-WAY USE PERMIT:** The Licensee shall apply for and obtain a Right-of-Way Use Permit from the City of Mercer Island for any operations that may impact the City right-of-way. This is a separate requirement from the TCP.
25. **USE OF RIGHT-OF-WAY:** The Licensee shall exercise proper traffic control for any operations in the right-of-way, including the use of signs and flagger where necessary, all in accordance with the Manual on Uniform Traffic Control.
26. **PARKING:** Under no circumstances shall the Licensee, including its elected officials, employees, agents, contractors, subcontractors, consultants, volunteers, or other participants in the Licensee’s work, park vehicles outside of the Licensed Area. The Licensee will be charged and agrees to pay additional fees based on the Owner’s Parking Space Use Policy for violations of this condition.
27. **SAFETY AND SECURITY:** The Licensee assumes full responsibility for the safety and security of the Licensed Area during occupancy. The Licensee shall be responsible for securing all equipment and

materials associated with its use of the Site. The Licensee shall assume all liability for its property in the Licensed Area and hold the Owner harmless for any loss or injury.

28. **CONTACT INFORMATION SIGN:** The Licensee shall post a sign at the entrance to the Licensed Area indicating a phone number to call in the event of the need for emergency access.
29. **PROPERTY PROTECTION:** The Licensee shall take all reasonable precautions and measures necessary to protect hardscape, landscaping, subsurface utilities, and other improvements on the Site. The Licensee shall be responsible for cleanup of any spills and repair of any damages from its activities.
30. **DISPOSAL OF DEBRIS:** The Licensee shall clean up, remove, and dispose of all debris and materials associated with its authorized use. Collected debris shall be contained and covered until it is transported off-site.
31. **PORTABLE TOILETS:** The Licensee shall provide and maintain sufficient portable toilet(s) in the Licensed Area to meet the sanitation needs of the workforce using this area.
32. **PUBLIC INFORMATION:** The Licensee shall distribute public information about its occupation of the Licensed Area at least two weeks in advance of each annual period of occupation. This information shall include, but not be limited to, signs posted on the Site, press releases, email messages, and social media posts.
33. **COMPLIANCE WITH LAWS:** The Licensee will comply with all federal, state, and local laws with respect to the exercise of the rights and privileges under this License and will assume all cost, expense, and responsibility in connection with such compliance. Issuance of this License does not in any way relieve the Licensee from complying with any other applicable laws in performing the work subject to this License.
34. **PERMITS:** Any and all other federal, state, county, and local permits or approvals must be obtained by the Licensee prior to first occupation. This includes, but is not limited to, compliance with all applicable requirements regarding the improvements associated with the authorization of the applicable permit.
35. **OCCUPATIONAL AND PUBLIC HEALTH:** The Licensee shall be responsible to perform all work in a manner that is protective of human health and the environment and meets all applicable regulations. This includes, but is not limited to, the preparation of a health and safety plan that will be used for completing the work. The Licensee's cleanup procedures and methods shall comply with the guidelines established by King County Public Health and King County.
36. **INCIDENT REPORTING:** Any personal injury, damage to Owner's property, altercations or incidents involving police, fire or ambulance services on the Site must be reported to the Owner's representative within 24 hours of the occurrence.
37. **ADVERSE ENVIRONMENTAL EFFECTS:** Any adverse environmental effects as a result of the Licensee's use must be immediately mitigated under all applicable federal, state, county, and local codes and standards, and under the approval and guidance of the Owner. This must include immediate notification to all necessary federal, state, county, and local agencies of the adverse environmental damage and securing requisite permits for completing mitigation work.
38. **.ADDITIONAL TERMS:** The Owner reserves the right to set additional terms as unforeseen conditions may warrant.

OWNER:

City of Mercer Island

Approved as to form:

By: _____
Jessi Bon, City Manager

Bio Park, City Attorney

LICENSEE:

King County

Approved as to form:

DocuSigned by:

By: _____
DA9A7BA9E0454B3...
Jim Bolger, Section Manager
Wastewater Treatment Division

DocuSigned by:


A79C283F90AF404...
Verna P. Bromley

Exhibit A - Legal Description and diagram of the Site (South Parking Lot) and the Licensed Area (portion that KC occupies)

Exhibit B – Site Restoration – Anticipated Scope of Work

EXHIBIT "A"
Legal Description of Entire Property

OWNER: City of Mercer Island

PARCEL NO. 0724059054

GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.,
IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION LYING SOUTHERLY OF THE NORTHERLY MARGIN OF
MERCER ISLAND BOULEVARD;

AND EXCEPT THAT PORTION THEREOF WITHIN THE PLAT OF SUNNYBANK,
ACCORDING TO THE PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 31, IN
KING COUNTY, WASHINGTON;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING AND LYING
NORTHERLY OF THE NORTHWESTERLY LINE OF LOT 1, SAID SUNNYBANK
ADDITION PRODUCED NORTHEASTERLY.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "B"
Legal Description of Easement

A PORTION OF GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION LYING SOUTHERLY OF THE NORTHERLY MARGIN OF MERCER ISLAND BOULEVARD;

AND EXCEPT THAT PORTION THEREOF WITHIN THE PLAT OF SUNNYBANK, ACCORDING TO THE PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 31, IN KING COUNTY, WASHINGTON;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING AND LYING NORTHERLY OF THE NORTHWESTERLY LINE OF LOT 1, SAID SUNNYBANK ADDITION PRODUCED NORTHEASTERLY.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST SECTION CORNER OF SECTION 7, TOWNSHIP 24 NORTH, RAGNE 5 EAST, W.M.;

THENCE SOUTH 01°16'32" WEST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 900.42 FEET;

THENCE SOUTH 53°40'45" EAST, A DISTANCE OF 125.55 FEET TO A LINE 1 FOOT PERPENDICULARLY WEST OF THE WEST MOST BACK OF CURB IN A PARKING LOT AND THE POINT OF BEGINNING;

THENCE SOUTH 21°19'01" EAST, PARALLEL WITH AND 1 FOOT PERPENDICULARLY WEST OF SAID BACK OF CURB, A DISTANCE OF 29.55 FEET;

THENCE SOUTH 43°23'55" EAST, CONTINUING PARALLEL WITH SAID CURB, A DISTANCE OF 30.58 FEET;

THENCE SOUTH 57°34'21" EAST, PARALLEL WITH SAID CURB, A DISTANCE OF 206.75 FEET;

THENCE NORTH 02°29'13" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 10.90 FEET;

THENCE NORTH 12°58'51" EAST, CROSSING THE DRIVEWAY OF SAID PARKING LOT, A DISTANCE OF 32.12 FEET TO A LINE LYING 1 FOOT NORTHEASTERLY OF THE BACK OF CURB OF SAID DRIVEWAY;

THENCE NORTH 36°33'21" EAST, A DISTANCE OF 10.54 FEET TO A POINT BEING 1 FOOT EASTERLY OF THE CORNER OF BACK OF CURB;

THENCE NORTH 30°44'59" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 11.02 FEET;

THENCE NORTH 55°55'33" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 9.95 FEET;

THENCE NORTH 57°35'18" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 174.62 FEET;

THENCE SOUTH 74°08'36" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 19.30 FEET;
THENCE NORTH 35°13'55" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 9.14 FEET;
THENCE NORTH 10°50'33" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 5.61 FEET;
THENCE SOUTH 79°03'53" WEST, A DISTANCE OF 33.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,456 SQUARE FEET, MORE OR LESS.

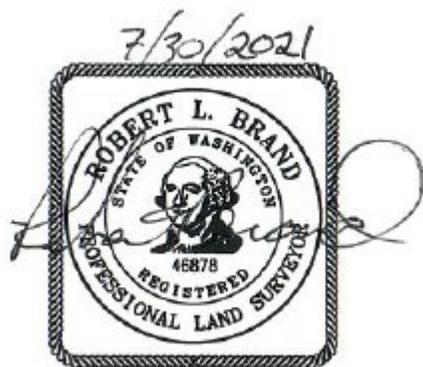
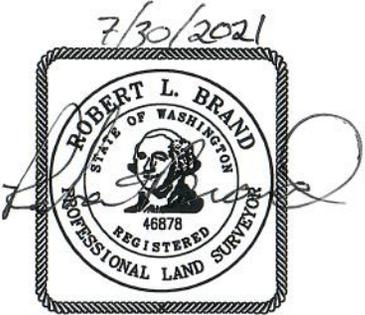
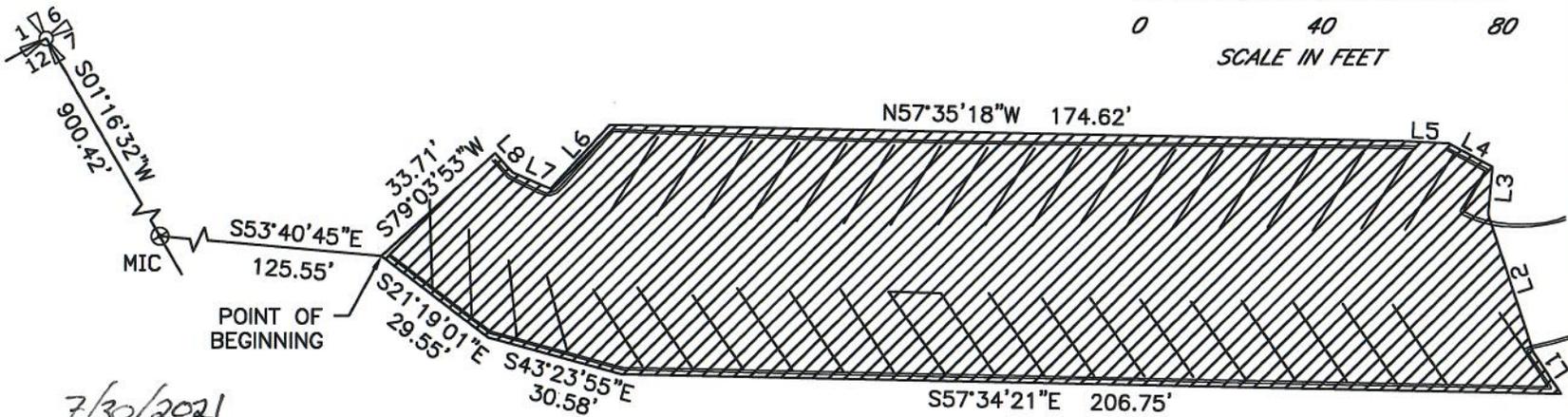


EXHIBIT "B-1"
DEPICTION OF EASEMENT



TOTAL EASEMENT AREA
(12,456 SQ FT)

LINE TABLE

L1	N 02°29'13" W	10.90'
L2	N 12°58'51" E	32.12'
L3	N 36°33'21" E	10.54'
L4	N 30°44'59" W	11.02'
L5	N 55°55'33" W	9.95'
L6	S 74°08'36" W	19.30'
L7	N 35°13'55" W	9.14'
L8	N 10°50'33" W	5.61'

NOTE:
THIS EASEMENT IS CALCULATED TO FOLLOW 1 FOOT OUTSIDE THE BACK OF THE CURB LINE TO ALLOW SPACE FOR A FENCE.

**NORTH MERCER ISLAND INTERCEPTOR/ENATAI
UPGRADE PROJECT**
KING COUNTY WTD
GOV'T LOT 1, SEC. 7, T. 24 N., R. 5 E., W.M.



1261A 120TH AVE NE
Bellevue, Washington 98005
Ph: (425) 598-2200
Fax: (425) 502-8067

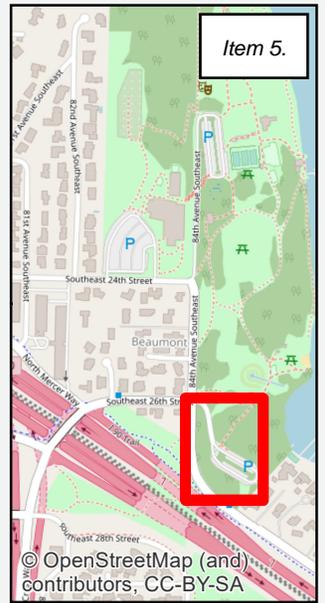
DRAWN BY: RLB DATE: 07-30-2021 PAGE: 1 OF 1

SE 26th St

Luther Burbank Park South Parking Lot

Staging Durations:

- February 2021 - May 2021
- October 2021 - May 2022
- October 2022 - May 2023
- October 2023 - May 2024



84th Ave SE

Temporary Gate

4 Parking Stalls Reserved
For Turnaround

Temporary Fence

Proposed NM/E
Project Staging Area

Temporary fencing
following back of curb

N MERCER WAY



King County

Department of
Natural Resources and Parks
Wastewater Treatment Division

EXHIBIT “B”

Site Restoration – Anticipated Scope of Work

Licensee will perform the items below, one or all, as required, all by City of Mercer Island’s Codes and Standards prior to the end of the NMEI Project:

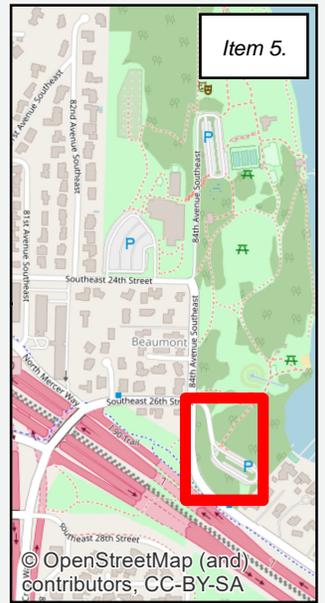
- Will take “Before” photographs, to record the current condition of the site.
- Will apply for and pay for all permits needed to perform all restoration work.
- Will repair the site asphalt damaged by Licensee’s use.
- Will repair any curbing damaged by Licensee’s use.
- Will replace any landscaping damaged by Licensee’s use with mutually agreed items.
- Will perform other restoration as needed to restore to prior condition or better.
- Will consider payment, for the value of the restoration, in lieu of restoration work.

SE 26th St

Luther Burbank Park South Parking Lot

Proposed Staging Durations and Dates:

January 2022 - May 2022
October 2022 - May 2023
October 2023 - May 2024



84th Ave SE

Temporary Gate

4 Parking Stalls Reserved
For Turnaround

Temporary Fence

Proposed NM/E
Project Staging Area

Temporary fencing
following back of curb

N MERCER WAY



119



King County

Department of
Natural Resources and Parks
Wastewater Treatment Division

Natural Resources Building
P.O. Box 40917
Olympia, WA 98504-0917



(360) 902-3000
TTY: (360) 902-1996
Fax: (360) 902-3026

1111 Washington St. S.E.
Olympia, WA 98501

STATE OF WASHINGTON

E-mail: Info@rco.wa.gov
Web site: www.rco.wa.gov

RECREATION AND CONSERVATION OFFICE

September 8, 2021

Paul West
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040-3732

RE: Request for Approval of an Exception to Conversion – Temporary Closure
Luther Burbank Park, RCO #72-062D

Dear Mr. West:

The Recreation and Conservation Office (RCO) has completed review of the request for an exception to conversion for a temporary closure of a portion of the park. The closure is due to King County's North Mercer Enatai Interceptor wastewater project to replace existing sewer lines to use of a portion of the park for staging. The periodic closures of a portion of the south parking area are expected to begin November 2021 and will occur between October and May in 2022, 2023, and end in May 2024. The temporary closure will not exceed a total of a 24-month period.

This approval is conditioned on the following:

- The exception will have no permanent impact to the intended purpose, use, and function of the project area.
- Signage will be installed to alert the public to the closures.
- The closures will be limited to a portion of the south parking lot and will occur from October to May as described in the request.
- The project area impacted will be restored to its original or better surface condition when the staging area is vacated.

If conditions change regarding the approved exception including any changes to the scheduled closure timeframe, please notify DeAnn Beck, outdoor grants manager immediately so that a determination can be made on the effect on the funded property or project area. If you have any questions, DeAnn can be reached at deann.beck@rco.wa.gov.

Sincerely,

Myra Barker
Compliance Specialist

cc: DeAnn Beck, RCO



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5973
November 16, 2021
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 5973: 2020 Watercourse Stabilization Project Closeout	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Accept the completed project and authorize staff to close out the contract	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Public Works	
STAFF:	Jason Kintner, Chief of Operations Fred Gu, CIP Project Manager	
COUNCIL LIAISON:	Lisa Anderl	Choose an item.
EXHIBITS:	n/a	
CITY COUNCIL PRIORITY:	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.	

AMOUNT OF EXPENDITURE	\$ 285,631.71
AMOUNT BUDGETED	\$ 309,594.00
APPROPRIATION REQUIRED	\$ 0.00

SUMMARY

The purpose of this agenda bill is to accept the 2020 Watercourse Stabilization Project and authorize staff to close out the construction contract. The project combined two smaller projects into a single contract for construction to achieve an economy of scale. All work included in the contract has been completed according to design and permit requirements.

In June 2020, the City Council authorized the award of the construction project for the Watercourse Stabilization work, see [AB5695](#) for project background and location maps. The completed work includes:

- 1) Schedule "A"- At Sub Basin 29.2, west of 6110 West Mercer Way, stabilized and controlled approximately 100 feet of bank and channel erosion at downstream end of a broken culvert off West Mercer Way with streambed materials, logs, and native vegetation. The broken culvert section was repaired and reconnected.
- 2) Schedule "B"- At Sub Basin 3b.4, north of 9300 block Mercerwood Drive, stabilized and controlled approximately 80 feet of bank and channel erosion at downstream end of the existing storm pipe outfall with streambed materials, logs, ecology blocks, and native vegetation.

Construction began on July 20, 2020 and was substantially completed on September 3, 2020. Completion was achieved when re-planting and restoration work was completed on October 23, 2020. The release of lien from

the contractor was submitted to the City on January 12, 2021, at which time, the City requested the required releases from the State Departments of Revenue, Labor & Industries, and Employment Security. The final release was obtained from the Department of Revenue on May 1, 2021, and the project is now ready to close out.

As shown in the project costs table below, the total of actual expenditure is \$285,631.72, which is \$23,962.28 below the approved budget of \$309,594.00. The savings include: 1) less re-planting work was needed due to a smaller than anticipated site area disturbed during construction, and 2) construction contingency was not used.

2020 Watercourse Stabilization Project- Project Costs		
Description	Approved Project Budget	Actual Expenditures
Construction Contract		
Schedule "A"	\$103,451.54	\$93,409.70
Schedule "B"	\$57,413.26	\$50,076.84
Construction Contingency 5%		
Schedule "A"	\$5,172.58	\$0.00
Schedule "B"	\$2,870.66	\$0.00
Survey/ Design/Construction Support Services		
Schedule "A"	\$49,814.05	\$48,015.96
Schedule "B"	\$26,822.95	\$25,854.75
Project Management/ Permitting		
Schedule "A"	\$30,245.35	\$30,103.70
Schedule "B"	\$29,303.61	\$33,977.46
Inspection Services		
Combined for Schedule "A" and "B"	\$4,500.00	\$4,193.31
Total Project Budget and Costs	\$309,594.00	\$285,631.72

RECOMMENDED ACTION

Accept the completed 2020 Watercourse Stabilization Project for both schedules, Sub Basin 29.2 and Sub Basin 3b.4, and authorize staff to close out the contract.



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5974
November 16, 2021
Consent Calendar

AGENDA BILL INFORMATION

TITLE:	Small Business Saturday Proclamation	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Proclaim Saturday, November 27, 2021, as Small Business Saturday in the City of 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:	Andrea Larson, City Clerk Sarah Bluvus, Economic Development Coordinator	
COUNCIL LIAISON:	n/a	n/a
EXHIBITS:	1. Small Business Saturday Proclamation	
CITY COUNCIL PRIORITY:	3. Implement an economic development program.	

SUMMARY

Since its inception in 2010, Small Business Saturday has promoted the importance and significance of supporting small, locally, and independently owned businesses across the country. The holiday, which falls between “Black Friday” and “Cyber Monday”, is a day dedicated to bolstering the range of local businesses that help create jobs, boost the economy, and keep local communities thriving. A study by American Express, found that US consumers spent a record high of \$19.8b at independent retailers and restaurants on Small Business Saturday in 2020. By proclaiming Saturday, November 27, 2021, “Small Business Saturday” in Mercer Island, the City will join more than 700 local governments across all states and Washington, D.C., in this “shop small” movement.

Beyond this proclamation, the City is partnering with the Chamber of Commerce and local organizations to activate Town Center and the South End business district throughout the entire holiday season. Staff from the Parks & Recreation and Community Planning & Development departments are coordinating a calendar of weekly activities including live music, an Island scavenger hunt, a Holiday Merchant Walk, and more to encourage community members to engage with and support their local businesses. Details about these activities will be shared with the community at www.mercerisland.gov/illuminate and www.mercerislandnext.com soon.

RECOMMENDATION

Proclaim Saturday, November 27, 2021, as Small Business Saturday in Mercer Island.



City of Mercer Island, Washington

Proclamation

WHEREAS, the City of Mercer Island celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, small businesses create jobs, boost our local economy, and contribute to a Town Center that is active, vibrant, and healthy; and

WHEREAS, small businesses were hard-hit early in the COVID-19 pandemic and continue to need community support to recover from the impacts of mandatory closures throughout the last twenty months; and

WHEREAS, the loss of Mercer Island's small businesses would have a negative and long-lasting impact on the quality of life in Mercer Island; and

WHEREAS, the City of Mercer Island wishes to promote economic recovery and growth by encouraging community members to think local first when purchasing goods and services; and

WHEREAS, Mercer Island features more than 200 businesses in Town Center and other business districts that provide a range of goods and services to the community so that residents do not need to leave the Island to find what they need; and

WHEREAS, advocacy groups, public entities, and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Mayor Benson Wong, do hereby proclaim November 27, 2021, as:

SMALL BUSINESS SATURDAY

in Mercer Island, and I encourage all residents of our community, and communities across the country, to shop and spend local on Small Business Saturday and throughout the year.

APPROVED, this 16th day of November 2021.

Benson Wong, Mayor





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

**AB 5983
November 16, 2021
Consent Agenda**

AGENDA BILL INFORMATION

TITLE:	AB 5983: 2022 Legislative Priorities	<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:	Adopt the 2022 State Legislative Priorities.	

DEPARTMENT:	City Manager		
STAFF:	Jessi Bon, City Manager		
COUNCIL LIAISON:	n/a	Choose an item.	Choose an item.
EXHIBITS:	1. City of Mercer Island 2022 State Legislative Priorities – Clean Copy 2. City of Mercer Island 2022 State Legislative Priorities – Track Changes 3. AWC 2022 Police Reform Statement 4. AWC 2022 Legislative Priorities 5. AWC 2022 Supplemental “Significant Issues” Document 6. City of Mercer Island 2021 State Legislative Priorities		
CITY COUNCIL PRIORITY:	Choose an item.		

AMOUNT OF EXPENDITURE	\$ Choose an item.
AMOUNT BUDGETED	\$ Choose an item.
APPROPRIATION REQUIRED	\$ Choose an item.

SUMMARY

The Legislative Priorities serve as a guide for 2022 work with State legislators. The adopted Legislative Priorities allow the City to respond quickly and efficiently to issues of interest that arise in Olympia during the Washington State legislative sessions. This also allows the Mayor, City Council, and staff to respond to requests for endorsement letters and other opportunities to advocate for the City’s interests.

The City Council reviewed a draft of the 2022 State Legislative Priorities at the November 9, 2021 Special City Council Meeting. Changes discussed at that meeting are reflected in Exhibit 1 (clean copy) and Exhibit 2 (track changes).

2022 STATE LEGISLATIVE SESSION

The 2022 Washington State Legislative Regular Session will begin in January 2022 and is scheduled to end in March. The entire 2022 Session, the "short" session, will last 60 days. (On odd years, the "long" session lasts

105 days). There could also be any number of special sessions called by the Governor, none of which can last more than 30 days.

PROPOSED MERCER ISLAND 2022 LEGISLATIVE PRIORITIES

The 2022 State Legislative Priorities (see Exhibits 1 thru 3), have been updated from 2021 to reflect current conditions, interests, and goals of the City Council, and are categorized as follows:

- Preserve local decision-making authority
- Continued economic support for the COVID-19 Pandemic recovery
- Clarifications to 2021 Police Reforms
- Sustainable and Flexible Local Funding
- Transportation Funding
- Preserving and Protecting the Environment
- Other Significant Issues
- Permanent Modernization of the Open Public Meetings Act (OPMA)

Attached for City the Council's reference are the Association of Washington Cities' 2022 Legislative Priorities (Exhibit 4), the Association of Washington Cities "Significant Issues" document (Exhibit 5), and the City of Mercer Island's 2021 Legislative Priorities (Exhibit 6).

NEXT STEPS

Upon adoption, the staff will ensure the final priorities are communicated to the legislators and their staff and will also be sent to the Association of Washington Cities and the Sound Cities Association. Staff are also working on scheduling meeting with legislators and the City Council.

RECOMMENDED ACTION

Adopt the 2022 State Legislative Priorities.



CITY OF MERCER ISLAND – REVISED 11-09-21

2022 STATE LEGISLATIVE PRIORITIES

1. PRESERVE LOCAL DECISION-MAKING AUTHORITY

Cities possess strong local knowledge and authority to keep communities safe and healthy, and to improve their communities' quality of life. Therefore, it is critical that cities maintain the authority to provide these necessary services and retain local control over land use planning. If the state legislature passes new legislation in these areas, then reasonable implementation timelines and resources must be provided.

2. ECONOMIC SUPPORT

The City encourages legislation to continue supporting the economic recovery from the COVID-19 Pandemic including funding for local businesses, mental health counseling, and emergency assistance to address food and housing insecurity.

3. CLARIFICATIONS TO 2021 POLICE REFORMS

The City supports and strongly urges the state legislature to clarify the 2021 police reform legislation (see attached – Association of Washington Cities 2022 Police Reform Statement). City officials and law enforcement officers need clarity and a better understanding of what is expected of them. Cities also need time and resources to provide appropriate training on the new statute and regulations.

4. SUSTAINABLE AND FLEXIBLE LOCAL FUNDING

As the region continues to recover from the COVID-19 Pandemic, stable funding for local government is essential for providing quality, predictable services to the communities we serve. The City supports legislation that preserves city fiscal health through secure and flexible funding by:

- a. Providing State and Federal funds to help cities finance basic infrastructure, such as water, sewer, transportation, and green infrastructure projects.
- b. Fully funding the Public Works Trust Fund.
- c. Removing restrictions on REET revenues.
- d. Replacing the annual 1% cap on property tax revenues with a growth limit whose maximum is inflation plus the rate of population growth.
- e. Maintaining State shared revenue distributions to cities and seeking opportunities to expand revenue sharing, particularly during this time of economic recovery.

5. TRANSPORTATION FUNDING

The Puget Sound Region needs funding for transportation projects to ensure economic vitality, reduce congestion, enhance traffic safety, replace aging infrastructure, and increase mobility. The City supports a comprehensive transportation bill that provides new resources for local government transportation projects and legislation that delivers solutions to relieve congestion along I-90 and I-405.

6. PRESERVING AND PROTECTING THE ENVIRONMENT

It is essential to preserve and protect the environment today and for future generations with equity in mind. The City encourages legislation and partnerships that incentivize and support clean energy, carbon reduction and climate protection, and other environmental health measures.

7. PERMANENT MODERNIZATION OF OPEN PUBLIC MEETINGS ACT (OPMA)

The City supports a permanent policy that provides greater flexibility for local governments to hold virtual meetings without the requirement for a physical meeting location.



CITY OF MERCER ISLAND – REVISED 11-09-21

2022 STATE LEGISLATIVE PRIORITIES

1. PRESERVE LOCAL DECISION-MAKING AUTHORITY

Cities possess strong local knowledge and authority to keep communities safe and healthy, and to improve their communities' quality of life. Therefore, it is critical that cities maintain the authority to provide these necessary services and retain local control over land use planning. If the state legislature passes new legislation in these areas, then reasonable implementation timelines and resources must be provided.

2. ECONOMIC SUPPORT

The City encourages legislation to continue supporting the economic recovery from the COVID-19 Pandemic including funding for local businesses, mental health counseling, and emergency assistance to address food and housing insecurity.

3. CLARIFICATIONS TO 2021 ~~LAW ENFORCEMENT~~ POLICE REFORMS

The City supports and strongly urges the state legislature to clarify ~~pursue clarifications to the~~ 2021 police reform legislation ~~adopted in 2021~~ (see attached – Association of Washington Cities 2022 Police Reform Statement). City officials and law enforcement officers need clarity and a better understanding of what is expected of them. Cities also need time and resources to provide appropriate training on the new statute and regulations ~~regulations~~.

4. SUSTAINABLE AND FLEXIBLE LOCAL FUNDING

As the region continues to recover from the COVID-19 Pandemic, stable tax revenues ~~tax revenues~~ funding for local government is ~~are~~ essential for providing quality, predictable services to the communities we serve. The City supports legislation that ~~to~~ preserves city fiscal health through secure and flexible funding ~~by such as:~~

- a. Providing ~~ing~~ flexible State and Federal funds to help cities finance basic infrastructure, such as water, and sewer, transportation, and green infrastructure ~~and~~ projects.
- b. Fully funding the Public Works Trust Fund.
- c. Removing restrictions on REET revenues.
- ~~b-d. Preserve city fiscal health with secure funding sources such as r~~ Replacing the annual 1% cap on property tax revenues with a growth limit whose maximum is inflation plus the rate of population growth ~~and removing restrictions on REET revenues; and,~~
- ~~e-e.~~ Maintaining State shared revenue distributions to cities and ask the State to look for other ~~seeking~~ opportunities to expand revenue sharing, particularly during this time of economic recovery.

5. TRANSPORTATION FUNDING

The Puget Sound Region needs funding for transportation projects to ensure economic vitality, reduce congestion, enhance traffic safety, replace aging infrastructure, and increase mobility. The City supports a comprehensive transportation bill that provides new resources and options for local government actions transportation projects and legislation that delivers solutions to relieve congestion along I-90 and I-405. ~~The City also supports full funding of the Public Works Trust Fund as well as additional local revenue options for cities.~~

6. PRESERVING AND PROTECTING THE ENVIRONMENT

It is essential to preserve and protect the environment today and for future generations with equity in mind. The City encourages legislation and partnerships that incentivize and support progressive clean energy, carbon reduction and climate protection, and other environmental health measures.

7. PERMANENT MODERNIZATION OF OPEN PUBLIC MEETINGS ACT (OPMA)

The City supports a permanent policy that provides greater flexibility for local governments to hold virtual meetings without the requirement for a physical meeting location.

Police reform

2022



Continue supporting local control over city law enforcement policies to meet the needs of each community, while recognizing the need for clarification of certain statewide reforms.

Background:

Cities employ most law enforcement officers in Washington state, which is why cities are deeply involved in law enforcement reforms. City officials and police departments need the ability and clarity to directly implement state requirements and ensure accountability to our communities. Cities have an ongoing commitment to communities of color and seek a deeper focus on equity and diversity in law enforcement policies.

In 2021, the Legislature adopted a package of reforms related to policing. Some aspects of these changes remain unresolved and unclear. City officials and law enforcement officers need clarity and understanding of what is expected of them. And cities need time and resources to provide training on the many changes passed. Several areas remain where the Legislature can provide clarification for cities.

Strong cities need:

1. Clarification that law enforcement officers have authority to:

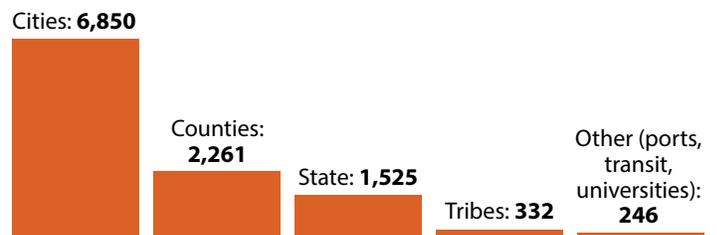
- **Use nonlethal alternatives** – Specifically, bean bag rounds need to be explicitly authorized.
- **Conduct a brief, investigative hold** – During the early moments of an investigation, while officers are assessing the situation, a person may not be placed under arrest but is not free to leave. This allows the police to briefly detain a person based on reasonable suspicion of involvement in criminal activity.
- **Use force for noncriminal activity related to community caretaking** – Law enforcement

officers are called upon daily to assist people in need. This could be a person suffering from dementia, a teen runaway, or to provide a welfare check on an elderly neighbor who fails to answer after repeated attempts at contact. At times, these contacts may require forced entry or minimal use of force to protect those individuals.

- **Assist with transporting** a person under the Involuntary Treatment Act.
- 2. A resolution to a conflict in law:** Currently, there is a mandatory requirement in RCW 10.99.030 that officers arrest the aggressor involved in a domestic violence incident. However, a new 2021 law prevents officers from engaging in a vehicular pursuit unless the underlying offense is a violent or sex offense. If a person flees a location prior to arrest, law enforcement is currently prohibited from pursuing them.
- 3. Investments in the future:** Washington is facing historic vacancies in law enforcement. This requires a historic investment in the Basic Law Enforcement Academy (BLEA) to hire and provide timely training of new officers. Enhanced training investments would also increase diversity in law enforcement.

179 cities employ 61% of all law enforcement

Number of law enforcement by jurisdiction



Source: 2020 CJS Statistics and Reports

Contact:

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Jacob Ewing
Legislative & Policy Analyst
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2022 City Legislative Priorities

Item 8.

Cities are home to **65%** of the state's residents, drive the economy, and provide the most accessible government. The continued success of cities depends on adequate resources and local decision-making to best meet the needs of our shared residents.

Washington's 281 cities ask the Legislature to partner with cities and take action on the following priorities—because strong cities make a great state.



Ensure basic infrastructure funding

Provide flexible state and federal dollars through programs like the Public Works Assistance Account to help cities finance basic infrastructure such as drinking water and wastewater.

Basic infrastructure is the key to our robust state economy and protecting our environment. Nearly **\$900 million** in local infrastructure projects are currently halted due to lack of funding. State investment in local infrastructure is critical to ensuring reliable, equitable, safe, and affordable service to support our residents, businesses, and environment.



Protect Transportation Benefit District funding authority

Support expanded local authority for Transportation Benefit Districts (TBDs) so cities can continue using the sales tax funding tool beyond the current time limitations.

Cities largely fund their transportation systems locally. In fact, **79%** of funding comes from local sources, such as Transportation Benefit Districts. TBDs are a crucial funding tool for critical transportation needs. TBD revenue authority must continue as a sustainable funding source for ongoing transportation needs.



Pass a transportation package

Adopt a new transportation revenue package that emphasizes maintenance/preservation funding and provides an equitable level of local funding and additional long-term, sustainable revenue options for cities.

City streets accommodate **26%** of all vehicle miles traveled and cities are responsible for many aspects of the transportation system beyond local streets. This includes sidewalks, pedestrian and bicycle infrastructure, some aspects of state highways, stormwater infrastructure, and other utilities. Cities largely fund these needs locally with only **13%** of funding coming from the state and **8%** from federal sources. Pass a statewide transportation package that addresses local transportation needs to keep our state moving.

AWC's advocacy is guided by the following core principles from our Statement of Policy:

- Local decision-making authority
- Fiscal flexibility and sustainability
- Equal standing for cities
- Diversity, equity, and inclusion
- Strong Washington state partnerships
- Nonpartisan analysis and decision-making

Contact:

Candice Bock
Government Relations Director
candiceb@awcnet.org

In addition to the [above three priorities](#), AWC has identified several significant issues to work on during the 2022 session including, but not limited to:

- **Law enforcement use of force** – Support clarification of the civil standards for use of force requirements so law enforcement can better understand the state requirements and know when they can use force to intervene in a situation, including a mental health crisis where a crime is not being committed. [Read the fact sheet.](#)
- **Blake decision** – Advocate for direct funding for cities to administer diversion programs related to misdemeanor drug possession cases handled by city law enforcement and now adjudicated in municipal courts, as well as Medication-Assisted Treatment (MAT) services, therapeutic courts, and a diversion tracking database.
- **Open Public Meetings Act** – Support a permanent policy that allows greater flexibility for local governments to hold virtual meetings without a physical location during an emergency.
- **Zoning mandates** – Actively defend against preemption of local land use authority, but support policies that help cities provide more equitable access to housing in our cities.
- **Growth Management Act (GMA)** – Engage in the GMA reform conversation and look to secure dedicated planning funding in recognition of potential new responsibilities in areas that cities can support.
- **Revenue options** – Support efforts to review and revise both state and local tax structures so they rely less on regressive revenue options. Changes to the state tax structure should not negatively impact cities' revenue authority.
- **Property tax** – Revise the property tax cap to tie it to inflation and population growth factors so that local elected officials can adjust the local property tax rate to better serve their communities.
- **Culverts** – Seek state resources to correct locally owned culverts as a part of the state's overall resolution to the culvert injunction.

AWC's advocacy is guided by the following core principles from our [Statement of Policy](#):

- Local decision-making authority
- Fiscal flexibility and sustainability
- Equal standing for cities
- Diversity, equity, and inclusion
- Strong Washington state partnerships
- Nonpartisan analysis and decision-making

Contact: **Candice Bock**
Government Relations Director
candiceb@awcnet.org



CITY OF MERCER ISLAND

2021 STATE LEGISLATIVE PRIORITIES

1. ECONOMIC SUPPORT

Significantly more economic support is needed for cities, businesses, and non-profits that are struggling as a result of the COVID-19 Pandemic. Accordingly, the City encourages legislation to support services for the most vulnerable within our communities including funding for mental health counseling and emergency assistance to address food and housing insecurity.

2. SUSTAINABLE AND FLEXIBLE LOCAL FUNDING

Even more so because of the COVID-19 Pandemic, stable tax revenues for local government are essential for providing quality, predictable services to the communities we serve. The City supports legislation to:

- a. Provide greater flexibility to use existing revenue sources to help manage the impacts of the COVID-19 Pandemic. This will allow cities to direct scarce resources where they are needed most.
- b. Preserve city fiscal health with secure funding sources such as replacing the annual 1% cap on property tax revenues with a growth limit whose maximum is inflation plus the rate of population growth and removing restrictions on REET revenues; and,
- c. Maintain State shared revenue distributions to cities and ask the State to look for other opportunities to expand revenue sharing, particularly during this time of economic uncertainty.

3. PRESERVE LOCAL DECISION-MAKING AUTHORITY

Cities possess strong local knowledge and authority to keep communities safe and healthy, and to improve their communities' quality of life. Therefore, it is critical that cities maintain the authority to provide these necessary services and retain local control over land use planning.

4. LAW ENFORCEMENT REFORMS

The City supports local control over city law enforcement policy decisions to meet the needs of each community. The City also supports the [statewide policing reforms](#) listed in the Association of Washington Cities' *2021 Legislative Priorities*.

5. TRANSPORTATION AND INFRASTRUCTURE FUNDING

The Puget Sound Region needs funding for transportation projects to reduce congestion, enhance traffic safety, replace aging infrastructure, and increase mobility. The City supports a comprehensive transportation bill that provides new resources and options for local government actions and legislation that delivers solutions to relieve congestion along I-90 and I-405. The City also supports full funding of the Public Works Trust Fund as well as additional local revenue options for cities.

6. PRESERVING AND PROTECTING THE ENVIRONMENT

It is essential to preserve and protect the environment today and for future generations with equity in mind. The City encourages legislation and partnerships that support progressive clean energy, carbon reduction and climate protection, and other environmental health measures.

In addition, the City Council will conduct a public hearing related to the 2021-2022 mid-biennial budget update.

Staff will return to the City Council on December 7 to review and adopt utility rates for fiscal year 2022 and to finalize amendments to the 2021-2022 biennial budget.

FINANCIAL STATUS UPDATE

Exhibit 1 outlines financial results for revenue and expenditure categories through September 30, 2021. The City has collected \$22.2 million in General Fund revenues, or 65.9 percent of the revenue budget as amended. Property Tax revenues are low at this point in the year due to the timing of Property Tax collections, with the latter half of the year’s payments from property owners due October 31, 2020. As of September, general sales tax is performing above amended budget expectations due to higher-than-expected returns, while utility tax revenues and business and occupation tax revenues are on track above prior year revenues.

Total General Fund revenues are \$2.4 million more than at the end of the third quarter of 2020. The increase, as compared to 2020, is driven by higher-than-expected sales tax revenues and licenses, permitting and land use revenues. It is important to note the COVID-19 Pandemic (“Pandemic”) significantly impacted City operations at this point last year.

General Fund expenditures are on track with the amended budget at the end of September. Total expenditures of \$22.9 million are 68 percent of the budget as amended. Total expenditures are \$1.6 million more than the same period in 2020, reflecting the increased spending due to Sound Transit Litigation and a focus on spending time sensitive, one-time funds that were unavailable the prior year.

Salary and benefit costs are slightly under budget at 70 percent of the amended budget at the end of the third quarter, due to staff vacancies and difficulty with hiring. Supplies are below prior year spending while contract services are higher than last year. Other services and charges, which includes insurance, utilities, jails, and intergovernmental costs, are at 73 percent of the amended budget and are on track at the end of the third quarter. Staff anticipates all categories will remain within budget expectations through year-end.

GENERAL FUND EXPENDITURES (\$ in millions)	2021 Amended Budget	Actuals thru 9/30/2020	Actuals thru 9/30/2021	YTD as % of Budget
Salary & Benefits	\$22.2M	\$16.5M	\$15.6M	70%
Supplies	\$0.8M	\$0.4M	\$0.4M	55%
Contract Services	\$4.3M	\$1.0M	\$2.2M	53%
Other Services & Charges	\$5.3M	\$3.2M	\$3.9M	73%
Interfund Transfers Out	\$0.9M	\$0.2M	\$0.7M	76%
TOTAL EXPENDITURES	\$33.5M	\$21.3M	\$22.9M	68%

The City’s Water, Sewer, and Stormwater Utility funds are operating within budget expectations. Capital projects across the utility funds are on track. With design work completed, projects are being advertised with construction scheduled for the latter half of 2021 and the second year of the biennium. Unspent budget allocation is also a result of delays due to supply chain issues (a Pandemic-related impact) for projects such as the water and sewer SCADA System Upgrades and Booster Chlorination Station.

All other operating and capital funds of the City are within budget expectations, and there are no significant variances to either revenue or expenditures.

2022 PROPERTY TAX ORDINANCES

Background

RCW Chapters 84.52 and 84.55 grant cities the authority to impose a local Property Tax. Revenues from Property Taxes are considered general government revenues and are allocated to the General Fund to be used for basic governmental services such as public safety, public works, parks, and/or administration.

Property Tax is a budget-based tax, which means that the percent increase from year-to-year is applied to the amount of taxes levied in the prior year. Municipalities levying Property Tax in Washington can increase the Property Tax levy by up to 1% each year or by the amount of the implicit price deflator (IPD) – whichever is lower – plus the value of new construction. The IPD is used to measure inflation based on personal consumption.

The value of the IPD for the 2022 levy is greater than 1%, therefore the levy is limited to 1%. Staff has assumed the 1% increase in the 2022 Proposed Budget and is not recommending assessing less than 1% in 2022. The 1% increase and the overall breakdown of the 2022 levy is shown in greater detail in the table below:

LEVY ELEMENTS	2021 FINAL	2022 PRELIM
(\$ in thousands)	Levy	Levy
Regular Levy		
Prior Year Levy	\$12,261	\$12,436
Plus 1% Optional Increase	\$73	\$124
Plus New Construction	\$115	\$139
Plus Re-levy of Prior Year Refunds	\$3	\$10
Total Regular Levy	\$12,454	\$12,710
Levy Lid Lifts		
2008 Parks Maintenance & Operations + 1%	\$970	\$980
2012 Fire Station & Fire Rescue Truck + 1%	\$693	-
Total Levy Lid Lifts	1,663	\$980
Total Levy	\$14,117	\$13,690
% Change Relative to Prior Year	0.60%	-4.06%

The 2022 preliminary Property Tax levy includes two ordinances as required by State law:

- Ordinance No. 21-29, which identifies the 2022 total Property Tax levy amount (Exhibit 2); and
- Ordinance No. 21-30, which identifies the dollar and percent increase in the 2022 Property Tax levy relative to the 2021 levy (Exhibit 3).

For the 2022 tax year, the City's total Property Tax levy consists of the following elements:

- **Regular levy:** Funds general government operations, fire apparatus replacement, pre-LEOFF I firefighters' pension benefits, and LEOFF I retiree long-term care costs.

- **1.0 % optional increase:** Applies to the regular levy and the levy lid lifts, which are noted above, and represents the maximum increase the City Council can adopt for the coming year, excluding new construction and the re-levy of the prior year refunds.
- **New construction:** Represents the new and improved properties included in the Property Tax rolls. A preliminary estimate of \$139,000 is assumed for new construction pending final numbers from the King County Assessor's Office.
- **Re-levy of prior year refunds:** Represents the amount refunded to property owners who successfully appealed their property valuations by the Assessor's Office. This amount is re-levied in the following year to make the City financially whole.
- **2008 levy lid lift:** Approved by voters in November 2008 for parks maintenance and operations (a 15-year levy ending in 2023). The 1.0 % optional increase was included in the 2022 levy amount.

The 2012 levy lid lift was approved by voters November 2012 for the replacement of the South Fire Station and a fire rescue truck (a 9-year levy). The levy expired this year, sunsetting the payment for debt service on Station 92 and the annual contribution to the fire apparatus replacement reserves. This largely explains the 4% decrease in the 2022 overall levy amount compared to the prior year.

Preliminary Versus Final Levy Amount

All King County cities are legally required to submit an estimate of their 2022 Property Tax levies to the Metropolitan King County Council by November 30th. The King County Assessor's Office does not, however, provide each City with the final assessed valuation and new construction amounts for the new tax year until the second week of December.

As a result, cities adopt Property Tax levies for the coming year based on a preliminary assessed valuation and new construction amounts. When the finalized amounts are distributed by the Assessor's Office in December, staff simply notify the Metropolitan King County Council of the corrected levy amount.

Alternatives to the 1% Property Tax

The City Council could choose not to adopt the Property Tax levy ordinance. Without passage, the City is only allowed to levy the same amount as the year prior. This will result in \$13.4 million in Property Tax revenues (excluding the 2012 Fire Station & Rescue Truck Lid Lift), \$266,000 below the maximum allowable levy. This will require reducing expenditures in the 2022 proposed budget by the equivalent amount to maintain a balanced budget. If the City Council chooses to levy less than the 1.0% maximum amount allowed, it may "bank" capacity not levied to use in the future.

DISSOLUTION OF THE YFS ENDOWMENT FUND

On September 21, 2021, the City Council adopted new Financial Management Policies (see [AB 5943](#)) to guide how staff draft the biennial budget, achieve goals set forth in work plans, and maintain the City's long-term financial position.

These new policies established new best practices and outlined measures to better protect City services, including those provided by the Youth and Family Services Department. The Youth and Family Services Endowment Fund – 061 (Endowment Fund) was established in 1986 to hold donations invested as principal while interest earnings were used for ongoing operations. Over the past ten years, the Endowment Fund 061 averaged investment earnings of roughly \$2,300 a year with principal remaining at about \$290,000.

Ordinance 21C-32 (see Exhibit 4) dissolves the Endowment Fund. Monies held within the Fund will transition to the newly established operating fund balance for Youth & Family Services Fund – 160. The new fund balance was created to address temporary revenue losses due to economic-cycles, emergencies, or other time-limited impacts to YFS operations. It will be maintained at a target of six-months of average monthly YFS expenditures, evaluated each biennium. It will also provide adequate reserves given the asynchronous nature between the City’s biennial budget and the Mercer Island School District’s academic year.

2021 NORCOM BUDGET RESOLUTION

Resolution No. 1604 (Exhibit 5) approves Northeast King County Regional Public Safety Communication Agency’s (NORCOM) 2022 budget allocation to the City of Mercer Island. Every participating City must adopt such a resolution before NORCOM approves its 2022 budget in December 2021. Compared to 2021, NORCOM’s 2022 budget allocation to Mercer Island increased \$17,520, or by 2.5%, as shown in the table below.

DEPARTMENT	NORCOM			
(\$ in thousands)	2021	2022	\$ Change	% Change
Police	539	542	3	0.6%
Fire	166	180	14	8.6%
Total	\$705	\$723	\$18	2.5%

EF RECOVERY RESOLUTION

When motor vehicle accidents or hazardous material spills occur on Mercer Island, the City has a right to recovery reasonable and necessary costs from the at-fault parties under state law. In September of 2017 the City Manager signed an agreement with EF Recovery authorizing the Fire Department to provide EF Recovery with the information necessary to bill the at-fault party of a motor vehicle accident insurance company for safety and hazard mitigation services performed by the Fire Department while on scene of the incident. EF Recovery forecasted the City would collect about \$60,000 a year from this program. The City committed to dedicating revenue from this program to the Fire Department vehicle replacement fund.

Since then, the Fire Department has continued to provide access to the information needed for EF recovery to bill for these services. Over the course of the last three years, the City has collected an average of \$21,000 a year, between 2018 – 2020. There is minimal effort required of City staff to support this program.

While performing a routine audit of City agreements, staff determined a resolution should have been passed by the City Council in 2017 to authorize this agreement. Staff could find no such Resolution. Therefore, staff requests the City Council pass this Resolution No. 1605 (Exhibit 6) authorizing the City Manager to continue the contract for services with EF Recovery.

NEXT STEPS

Staff will return to the December 7 City Council meeting with a budget amending ordinance that encompasses feedback received from the City Council during the mid-biennial budget process. At the meeting, staff will also present the proposed FY 2022 water, sewer, and storm water utility rates, which are anticipated to increase. The proposed utility rates ensure utility systems and infrastructure are properly managed, maintained, and when appropriate, replaced.

Staff will also present the proposed Emergency Medical Service (EMS) utility tax for FY 2022, which is also anticipated to increase. This EMS rate increase is directly tied to the average budgeted salary and benefit costs, excluding overtime, of four firefighters hired in 1996.

The updated utility and EMS rates will be reviewed by the Utility Board at their meeting on November 17, 2021, and a recommendation will be forwarded to the City Council for consideration at the meeting on December 7.

And finally, in anticipation of adopting the mid-biennial budget amending ordinance on December 7, staff requests the City Council identify and reach consensus on any additional budget requests at this meeting so that the ordinance may be prepared in advance. The City Manager will be bringing forward an additional recommendation to fund a temporary staff position to support critical projects in 2022. These projects include the parks and maintenance operations levy renewal, the Tully's commuter parking project, and the potential to begin work on a long-range facilities plan.

RECOMMENDED ACTION

1. Adopt Ordinance No. 21-29, appropriating funds and establishing the amount of Property Taxes to be levied for fiscal year 2022.
2. Adopt Ordinance No. 21-30, establishing the dollar amount and percentage increases of the regular Property Tax levy and the levy lid lifts for fiscal year 2022.
3. Adopt Ordinance No. 21C-32, to update City Code and dissolve the YFS Endowment Fund.
4. Approve Resolution No. 1604, approving NORCOM's 2021 budget allocation to the City of Mercer Island.
5. Approve Resolution No. 1605, approving the Emergency Services Cost Recovery Program associated with Motor Vehicle Accidents and emergency incidents involving hazardous materials.

INTRODUCTION

The Financial Status Update provides a budget to actual comparison of revenues and expenditures for the General Fund and all other Funds from January through September 2021..

This report is comprised of the following four sections:

- General Fund
- Utility Funds
- All Other Funds
- Budget Adjustment Summary

It should be noted that, where significant, revenues are recognized when earned, regardless of when cash is received, and expenditures are recognized when a liability has been incurred or when resources have been transferred to another Fund. Beginning Fund Balance represents net excess resources from a prior year that have been appropriated to Fund budgeted expenditures in the current year.

NOVEMBER 16, 2021

FINANCIAL STATUS UPDATE

AS OF SEPTEMBER 30, 2021

2021 General Fund

Adopted Revenue Budget

\$31.0 million

Amended Revenue Budget

\$33.7 million

Revenue Actuals

as of September 30,

*\$22.2 million (65.9% of
amended budget)*

Adopted Expenditure Budget

\$30.5 million

Amended Expenditure Budget

\$33.5 million

Expenditure Actuals

as of September 30,

*\$22.9 million (68.3% of
amended budget)*

Contingency Fund Balance

\$3.8 million

GENERAL FUND

Revenues

Overall, General Fund revenues met expectations at the end of September despite the ongoing COVID-19 Pandemic (Pandemic). The 2021 amended revenue budget is included in the table below along with year-to-date (YTD) actuals, and YTD actuals as a percentage of the amended budget. Prior YTD actuals are presented for comparative purposes.

The budget and actual amounts are for the first nine months of the year, through the end of September. Additional detail regarding primary General Fund revenues and material variances from the original budget is discussed in the narrative below.

GENERAL FUND: Revenues

As of September 30, 2021

Revenue Category	2021 Adopted Budget	2021 Amended Budget	Prior YTD 9/30/2020	YTD 9/30/2021	YTD Revenue as % of Amended Budget
Property Tax	\$ 12,982,811	\$ 12,982,811	\$ 7,256,978	\$ 7,433,656	57.3%
Sales Tax - General	4,116,770	4,116,770	3,414,335	3,876,877	94.2%
Sales Tax - Criminal Justice	674,900	674,900	519,646	605,717	89.7%
Utility Taxes	4,734,540	4,734,540	3,031,910	3,623,387	76.5%
B&O Taxes	508,600	508,600	224,449	282,339	55.5%
Shared Revenues	1,181,024	1,233,194	1,015,524	859,501	69.7%
Cost Allocation-Overhead	792,835	792,835	563,417	594,612	75.0%
EMS Revenues	1,575,537	1,575,537	1,042,667	1,087,216	69.0%
Parks & Recreation	163,400	163,400	347,158	332,796	203.7%
License, Permit & Zoning	2,800,750	2,859,423	1,905,439	3,099,717	108.4%
Municipal Court	262,600	262,600	127,541	160,576	61.1%
Miscellaneous Revenue	218,200	218,200	319,683	228,938	104.9%
Interest Earnings	24,600	24,600	16,010	5,007	20.4%
Interfund Transfers	50,000	50,000	89,179	50,000	N/A
Total Revenues	\$ 30,086,567	\$ 30,197,410	\$ 19,873,936	\$22,240,340	73.6%
Beginning Fund Balance	925,214	3,546,389	0	0	0.0%
Total Resources	\$ 31,011,781	\$ 33,743,799	\$ 19,873,936	\$ 22,240,340	65.9%

Property Tax is at 57.3 percent of the budget at the end of September. This aligns with expectations and reflects the annual timing of property tax payments to the City which typically occur in April and October.

General Sales Tax is 94.2 percent of the adopted budget at the end of September. Because of the delay in receiving Sales Tax from the State, tax revenue is recognized one month later than it is collected (i.e., September Sales Tax revenue numbers represent August sales). Sales Tax revenue is performing above budget expectations primarily due to higher-than-expected returns. This higher than anticipated return is due to an increase of potential online sales as well as new construction.

Construction has historically been the largest component of Sales Tax revenue and has retaken its place as the majority of total revenues, with Retail & Wholesale Trade just behind. Both sectors are performing higher than the prior year. The following table compares Sales Tax revenue by business sector through September for 2020 and 2021.

2020-2021 General Sales Tax Revenue by Business Sector (in thousands)						
Business Sector	Year to Date 9/30/2020	Year to Date 9/30/2021	Increase / (Decrease)	% of Total		
				2020	2021	Sector Totals Change
Construction	\$1,176	\$1,322	\$146	34.5%	34.1%	-0.4%
Retail & Wholesale Trade	\$1,146	\$1,292	\$146	33.6%	33.3%	-0.2%
Admin & Support Services	\$295	\$360	\$65	8.6%	9.3%	0.6%
All Other Sectors	\$289	\$344	\$55	8.5%	8.9%	0.4%
Food Services	\$149	\$168	\$19	4.4%	4.3%	0.0%
Finance/Insurance/Real Estate	\$130	\$154	\$24	3.8%	4.0%	0.2%
Professional, Scientific & Tech	\$123	\$137	\$14	3.6%	3.5%	-0.1%
Telecommunications	\$105	\$100	(\$6)	3.1%	2.6%	-0.5%
Total	\$3,414	\$3,877	\$463	100.0%	100.0%	

Criminal Justice Sales Tax is 89.7 percent of the adopted budget at the end of September. This revenue consists of a 0.1 percent sales tax imposed by King County that is shared amongst cities in the county on a per capita (population) basis. It is closely tied to county wide taxable sales numbers. According to King County's Office of Economic and Financial Analysis, taxable sales are expected to stay strong through 2021 year-end and into 2022.

Business & Occupation (B&O) Tax is 55.5 percent of budget at the end of September. This is expected because most of the City's registered businesses file an annual, rather than quarterly, B&O tax return. Annual B&O tax returns for the prior year are due on the Federal deadline of April 15. B&O tax revenues for 2021 are likely to be received early fiscal year 2022, before the Federal filing deadline.

Shared Revenues are 69.7 percent of budget at the end of September. Major revenue sources include State shared taxes; hazardous waste grants; the I-90 corridor landscape maintenance revenue from the Washington State Department of Transportation; vessel registration fees received from the state through King County; the marine patrol services contract revenue from the City of Renton; and financial support for the School Resource Officer received from the Mercer Island School District. Timing of these revenues is variable throughout the year, with the remainder expected in the final quarter of the year.

Parks and Recreation revenues are 203.7 percent of budget at the end of September. Revenue sources include limited field rentals, boat launch fees, and rent payments from the annex building outside the Mercer Island Community and Event Center (MICEC). Staff has presented to Council an implementation strategy to restart limited Recreation services that were canceled in 2020 due to the Pandemic, which was passed as part of Ordinance 21-11. Staff has begun the process of rehiring to implement the approved Reset Strategy with careful attention to the evolving Pandemic. The limited restart of Recreation services has resulted in higher-than-expected revenues, especially from field rentals.

License, Permit, and Zoning Fees are 108.4 percent of budget at the end of September. This revenue category consists of fees related to development services, business licenses, and a cable franchise. This revenue stream is performing well due to improved administration of development services, an updated fee schedule, and a higher-than-normal volume of permits.

Municipal Court revenues are 61.1 percent of budget through the end of September. Revenues in this category have improved greatly over the prior year but continue to fall short of budget expectations due, in part, to a lag in payments from people who lost their job in the first year of the Pandemic and were unable to pay. In addition, case filings have been historically low since the onset of the Pandemic and slow to recover to pre-Pandemic levels.

Miscellaneous Revenue is at 104.9 percent of the budget at the end of September. This is primarily due to underestimating revenues from the City's various site leases for public cell towers. Staff has identified this in the revenue forecast and adjusted the expected revenues from site leases accordingly going into 2022 as part of the mid-biennial budget review process.

Interest Earnings are budgeted in the General Fund as an estimate of earnings tied to the balance of the reserve for LEOFF 1 long term care. The City's idle cash resources are invested in the State Treasury Local Government Investment Pool. Per current budget policy, interest earnings are distributed to the various Funds based on their relative cash balances at the end of each quarter. Across all Funds, interest earnings are experiencing a decline compared to 2020.

All other revenues are within expectations through the end of September.

Expenditures

Overall, General Fund expenditures are within budget estimates at the end of September. The table below lists the 2021 amended expenditure budget, year-to-date actuals, and year-to-date actuals as a percentage of the amended budget. Prior year actuals are presented for comparative purposes.

The budget and actual amounts are through the first nine months of the year – the end of September. Additional detail of material variances from the adopted budget are discussed in the narrative below.

GENERAL FUND: Expenditures

As of September 30, 2021

General Fund Department	2021 Adopted Budget	2021 Amended Budget	Prior YTD 9/30/2020	YTD 9/30/2021	YTD Expense as % of Amended Budget
Administrative Services	\$ 478,523	\$ 478,523	N/A	\$ 316,495	66.1%
City Attorney's Office	743,450	2,283,537	546,989	1,387,073	60.7%
City Council	47,375	52,375	40,638	38,293	73.1%
City Manager's Office	963,104	963,104	697,815	625,417	64.9%
Community Planning & Development	2,744,975	2,815,867	2,268,354	1,914,753	68.0%
Finance	944,767	944,767	556,355	589,536	62.4%
Fire	6,988,873	6,982,873	4,985,414	5,247,645	75.2%
Human Resources	747,009	769,295	471,222	539,775	70.2%
Information & Geographic Services	157,849	157,849	103,122	111,565	70.7%
Municipal Court	473,078	473,078	314,258	322,829	68.2%
Non-Departmental	1,882,759	2,313,089	2,262,310	1,584,275	68.5%
Parks & Recreation	727,553	1,265,003	2,420,099	701,495	55.5%
Police	7,382,410	7,510,555	5,379,856	5,414,023	72.1%
Public Works	4,885,973	4,985,973	1,101,004	3,108,942	62.4%
Total Expenditures	\$ 29,167,698	\$ 31,995,888	\$ 21,147,436	\$ 21,902,115	75.1%
Interfund Transfers	1,365,787	1,525,787	130,100	1,005,412	65.9%
Total Expenditures + Interfund Transfers	\$ 30,533,485	\$ 33,521,675	\$ 21,277,536	\$ 22,907,527	68.3%

In reviewing expenditures by department, the following are noteworthy:

City Attorney's Office has expended 60.7 percent of budget at the end of September. The City Attorney budget for 2021 includes \$1.2 million in funding (part of Ordinance No. 20C-20) for Sound Transit litigation of which is 55.1 percent has been expended to date. Regular operating expenditures in the City Attorney's office are at 67.6 percent of budget at the end of September.

Parks and Recreation expenditures ended September at 55.5 percent of budget. City Council passed Ordinance 21-11 which included a one-time appropriation of funds intended to initiate limited Recreation services that were canceled at the onset of the Pandemic. Staff is continuing to implement the recreation reset strategy while closely monitoring the ongoing Pandemic. An additional appropriation request was presented early November as part of the mid-biennial budget process for the City Council's consideration for 2022.

Public Works ended September at 62.4 percent of expenditure budget. One reason for this expenditure shortfall is the Parks Operations portion of Parks and Recreation being rolled into Public Works as part

of the City's staff reorganization that took place in November of 2020. Employment vacancies, including significant internal movement within the teams, has created longer than anticipated position openings, limiting salary and benefit expenditures across the department. Additionally, the challenge to hire entry level or part-time/seasonal positions have contributed to the expenditure shortfall to date. Recruitment for vacant positions is underway and is anticipated to be fully staffed by year-end.

All other expenditures are meeting expectations through the end of September.

UTILITY FUNDS

At the end of September, all three utility Funds are within expectations for operating revenues and expenditures.

Revenues

The table below lists the 2021 adopted revenue budget, January through September actuals, and a percentage of budget received. Prior year actuals are presented for comparative purposes. The budget and actual amounts are through the end of September. Additional detail of major variances is discussed in the narrative following the table.

UTILITY FUNDS: Revenues

As of September 30, 2021

Revenue Category	2021 Adopted Budget	2021 Amended Budget	Prior YTD 9/30/20	YTD 9/30/21	YTD Revenue as % of Adopted Budget
Operating Revenues					
Water Utility	\$ 8,735,800	\$ 8,735,800	\$ 7,398,168	\$ 8,006,910	91.7%
Sewer Utility	10,478,100	10,478,100	7,793,663	8,138,055	77.7%
Storm Water Utility	2,216,300	2,261,720	1,035,631	1,732,422	78.2%
Interest Earnings					
Water Utility	156,100	156,100	106,927	28,139	18.0%
Sewer Utility	63,000	63,000	41,279	13,207	21.0%
Storm Water Utility	45,100	45,100	28,297	7,349	16.3%
Total Revenues	\$ 21,694,400	\$ 21,739,820	\$ 16,403,966	\$ 17,926,082	82.6%

Water, Sewer, and Storm Water Utility operating revenues are within expectations and reflect the seasonality of utility revenues. Adopted rate increases that became effective January 1, 2021, result in dollar increases as compared to 2020 revenues for the same period.

Interest earnings for the Water, Sewer, and Storm Water Utility Funds are well below expected budget numbers. The local government investment pool saw a steady decline in yields through 2020 which has continued into 2021.

Expenditures

The table below lists the 2021 adopted expenditure budget by Utility Fund and category, year to date actuals, and a percentage of budget spent. Prior year actuals are presented for comparative purposes. The budget and actual amounts are through the end of September. Additional detail of major variances is discussed following the table.

UTILITY FUNDS: Expenditures

As of September 30, 2021

Category	2021 Adopted Budget	2021 Amended Budget	Prior YTD 9/30/20	YTD 9/30/21	YTD Expense as % of Adopted Budget
Operating Expenditures					
Water Utility	\$ 5,929,827	\$ 5,929,827	\$ 3,051,270	\$ 3,793,785	64.0%
Sewer Utility	7,686,517	7,686,517	5,227,367	5,285,605	68.8%
Storm Water Utility	1,684,308	1,729,728	887,183	923,623	54.8%
Capital Projects					
Water Utility	6,277,671	6,277,671	796,383	2,010,379	32.0%
Sewer Utility	2,216,440	2,265,749	674,137	249,360	11.3%
Storm Water Utility	1,072,272	1,072,272	351,175	431,234	40.2%
Debt Service					
Water Utility	109,875	109,875	15,479	14,531	13.2%
Sewer Utility	1,047,070	1,047,070	480,818	472,228	45.1%
Storm Water Utility	-	-	-	-	N/A
Total Expenditures	\$26,023,980	\$ 26,118,709	\$ 11,483,813	\$ 13,180,745	51%

Operating expenditures are below the third quarter 75 percent threshold for the following reasons:

- Position vacancies are resulting in salary and benefit savings while position recruitments are underway.
- Water purchased for resale is at 68.1 percent of budget. Due to the timing of payments to Seattle Public Utilities, the water purchase for September 2021 that is paid in October is not included in this number. With that amount considered, expenditures are consistent with expectations and prior year experience.

Debt service payments are scheduled to go out in the fourth quarter of 2021.

Utility capital projects are below budget projections in 2021. This expenditure shortfall is typical for the first year of the biennium as projects are being designed and advertised for the construction season that occurs throughout the final half of the year and into the second year of the biennium. The unspent budget allocation is also a result of delays due to supply chain issues (a Pandemic-related impact) for projects such as the water and sewer SCADA System Upgrades and Booster Chlorination Station.

The water system SCADA Upgrade is currently in the construction phase but is awaiting the SCADA electronic control and communications components to arrive. The sewer system SCADA Upgrade is in design phase with work slowed due to system complexities related to operational control and communication needs. The sewer project is expected to bid in Q1 2022.

The bid for the Booster Chlorination Station was awarded in July with construction anticipated to start in late Q4 of 2021 following the review of extensive material submittals and procurement of materials. This

project aims to construct a booster disinfection system to reduce the risk of future water system contaminations, a need identified by the 2014 Boil Water Advisory long-term action plan.

Much of the progress on the Meter Replacement project has been focused on finalizing the contract and completing the propagation evaluation for the Advanced Metering Infrastructure. This project will replace the aging water meters throughout the City, more than 60 percent of which are 15 years or older. Once completed, the project will implement new Advanced Metering Infrastructure (AMI) technologies that integrate with the SCADA System Upgrade to better support future system analysis and operations.

ALL OTHER FUNDS

Revenues

The table below lists the 2021 amended revenue budget, end of September actuals, and a percentage of budget received. Prior year actuals are presented for comparative purposes. The budget and actual amounts are through the end September. Additional detail of major variances is discussed in the narrative following the table.

ALL OTHER FUNDS: Revenues

As of September 30, 2021

Fund Name	2021 Adopted Budget	2021 Amended Budget	Prior YTD 9/30/2020	YTD 9/30/2021	YTD Revenue as % of Amended Budget
Self Insurance Claim	\$ 10,000	\$ 10,000	\$ -	\$ -	N/A
Youth Services Endowment	5,000	5,000	1,961	411	8.2%
Street	3,781,817	3,781,817	2,098,129	2,862,825	75.7%
Contingency	260,300	260,300	141,211	44,367	17.0%
1% for the Arts	17,000	34,000	-	12,000	N/A
Youth & Family Services	2,191,387	2,684,509	1,134,087	1,999,414	74.5%
Bond Redemption (Voted)	-	-	-	-	N/A
Bond Redemption (Non-Voted)	847,200	847,200	317,350	316,100	37.3%
Town Center Parking Facilities	-	-	-	-	N/A
Capital Improvement	3,293,899	3,313,899	2,010,064	2,897,018	87.4%
Technology & Equipment	362,500	362,500	187,500	210,000	57.9%
Capital Reserve	-	-	-	-	N/A
Equipment Rental	1,751,656	1,751,656	846,473	1,334,675	76.2%
Computer Equipment	1,134,492	1,134,492	794,203	850,723	75.0%
Firefighter's Pension	173,310	173,310	54,513	151,306	87.3%

Youth Services Endowment Fund revenues are at 8.2 percent of budget at the end of September. Interest earnings were lower than anticipated due to a steady decline in local government investment pool yields.

Revenues in the **Contingency Fund** are made up of interest earnings, which totaled 17.0 percent of budget at the end of September. Across all funds, interest earnings were much lower than anticipated due to a steady decline in local government investment pool yields seen throughout 2020 and continuing into 2021.

Technology & Equipment Fund revenues are at 57.9 percent of budget at the end of September. This underage is a result of the Equipment Rental Fund's contribution not being posted yet. The General Fund's portion of this revenue stream is posted and up to date at 75 percent of budget expectations.

Firefighter's Pension Fund: Total revenues are 87.3 percent of budget at the end of September, up \$96.7 thousand from 2020. This difference is a result of a one-time interfund transfer from the General Fund into the Firefighter's Pension Fund. Investment interest earnings are down \$4.4 thousand when compared

to 2020. This lower-than-expected interest earnings comes as local government investment pool yields saw a continued decline throughout 2020 and has continued into 2021.

All other revenues are within expected norms through the end of the third quarter.

Expenditures

The table below lists the 2021 amended expenditures budget by Fund, end of September actuals and a percentage of budget spent. Prior year actuals are presented for comparative purposes. The budget and actual amounts are through the end of September. Additional detail of major variances is discussed in the narrative following the table.

ALL OTHER FUNDS: Expenditures

As of September 30, 2021

Fund Name	2021 Adopted Budget	2021 Amended Budget	Prior YTD 9/30/2020	YTD 9/30/2021	YTD Expense as % of Amended Budget
Self Insurance Claim	\$ 60,000	\$ 60,000	\$ -	\$ 50,000	N/A
Youth Services Endowment	3,500	5,000	-	-	0.0%
Street	3,366,531	5,022,403	1,136,196	3,205,352	63.8%
Contingency	-	-	89,179	-	N/A
1% for the Arts	15,000	32,000	27,207	29,211	91.3%
Youth & Family Services	2,178,182	2,671,304	1,612,709	1,604,750	60.1%
Bond Redemption (Voted)	-	-	-	-	N/A
Bond Redemption (Non-Voted)	847,200	847,200	22,350	13,600	1.6%
Town Center Parking Facilities	-	237,645	118,302	19,066	8.0%
Capital Improvement	3,590,573	4,171,834	662,650	686,504	16.5%
Technology & Equipment	287,560	297,560	175,373	80,149	26.9%
Capital Reserve	-	-	-	-	N/A
Equipment Rental	2,043,931	2,511,311	884,013	1,319,405	52.5%
Computer Equipment	1,060,228	1,060,228	825,789	676,299	63.8%
Firefighter's Pension	83,000	83,000	65,043	75,261	90.7%

1% for the Arts Fund: Total expenses are 91.3 percent of amended budget at the end of September. This amount is above seasonal expectations because of an insurance payout to the artist of a sculpture titled “Counterpoint” located along the Greta Hackett Outdoor Sculpture Gallery that was reported stolen at the end of January.

Youth & Family Services Fund expenditures are 60.1 percent of budget at the end of September. This apparent expenditure shortfall compared to seasonal expectations is a result of a budget amendment of \$212 thousand of grant monies carried over from the prior biennium as part of Ordinance 21-07, as well as salary savings across the department. Operating expenditures are within budget estimates.

Capital Improvement Fund expenses are at 16.5 percent of budget at the end of September. Capital projects are well underway at this point in the year, with the majority of work to continue in the fourth quarter of the year and into the second year of the biennium.

Technology & Equipment Fund: Total expenditures are at 26.9 percent of budget at the end of September. Multiple projects have not begun yet this year due to limited staff resources needing to support the “work from home reality” brought on by the ongoing Pandemic. New staff were recently hired, adding to overall capacity to complete project work outlined in the 2021-2022 biennial budget work plan.

Firefighter’s Pension Fund: Total expenditures are at 90.7 percent of budget at the end of September. Expenditures are up \$10.2 thousand from 2020 primarily due to yearly cost-of-living adjustments to the pension compensation amounts.

All other variances meet budget expectations through the end of September.

Two summary listings of the originally adopted 2021-2022 Budget (expenditures only), broken down by year, and amendments adopted by Ordinance through September 30, 2021, are presented below.

Fund Type / Fund Name	Original 2021 Budget	2021 Budget Adjustments					Amended 2021 Budget
		Administrative Biennial Corrections	ORD 21-07 4/20/2021	ORD21-11 5/18/2021	ORD21-15 7/6/2021	ORD21-20 9/21/2021	
General Purpose Funds:							
General	30,533,485		1,590,252	897,860		500,078	33,521,675
Self-Insurance	60,000						60,000
Youth Services Endowment	5,000						5,000
Special Revenue Funds:							
Street*	3,366,531		25,000		1,193,000	437,872	5,022,403
Contingency	-						-
1% for the Arts	15,000			17,000			32,000
Youth & Family Services	2,178,182		212,750	220,372		60,000	2,671,304
ARPA Funds	-					200,000	200,000
Debt Service Funds:							
Bond Redemption (Voted)	-						-
Bond Redemption (Non-Voted)	847,200						847,200
Capital Projects Funds:							
Town Center Parking Facilities*	-		237,645				237,645
Capital Improvement*	3,590,573		86,079			495,182	4,171,834
Technology & Equipment*	287,560		10,000				297,560
Capital Reserve*	-						-
Enterprise Funds:							
Water*	12,317,373		300,000	441,960			13,059,333
Sewer*	10,950,027		49,309				10,999,336
Stormwater*	2,756,580		45,420				2,802,000
Internal Service Funds:							
Equipment Rental*	2,043,931		467,380				2,511,311
Computer Equipment*	1,060,228						1,060,228
Trust Funds:							
Firefighter's Pension	83,000						83,000
Total	70,094,670	-	3,023,835	1,577,192	1,193,000	1,693,132	77,581,829

* Capital Improvement Program (CIP) projects are accounted for in these funds.

Fund Type / Fund Name	Original 2022 Budget	2022 Budget Adjustments								Amended 2022 Budget	
		Administrative Biennial Corrections	ORD21-11 5/18/2021	ORD21-20 9/21/2021							
General Purpose Funds:											
General	31,987,897		30,000	428,199							32,446,096
Self-Insurance	10,000										10,000
Youth Services Endowment	5,000										5,000
Special Revenue Funds:											
Street*	4,045,768										4,045,768
Contingency	-										-
1% for the Arts	15,000										15,000
Youth & Family Services	2,127,962		122,757								2,250,719
ARPA Funds											-
Debt Service Funds:											
Bond Redemption (Voted)	-										-
Bond Redemption (Non-Voted)	234,100										234,100
Capital Projects Funds:											
Town Center Parking Facilities*	-										-
Capital Improvement*	4,228,583										4,228,583
Technology & Equipment*	234,500										234,500
Capital Reserve*	-										-
Enterprise Funds:											
Water*	17,010,992										17,010,992
Sewer*	11,543,961										11,543,961
Stormwater*	2,987,833										2,987,833
Internal Service Funds:											
Equipment Rental*	1,647,322										1,647,322
Computer Equipment*	1,171,434										1,171,434
Trust Funds:											
Firefighter's Pension	87,000										87,000
Total	77,337,352	-	152,757	428,199	-	-	-	-	-	-	77,918,308

* Capital Improvement Program (CIP) projects are accounted for in these funds.

**CITY OF MERCER ISLAND
ORDINANCE NO. 21-29**

**AN ORDINANCE AUTHORIZING AN INCREASE IN THE PROPERTY TAX
LEVY FOR THE YEAR 2022.**

WHEREAS, the City Council of the City of Mercer Island has conducted its mid-biennial review of the 2021-2022 Budget; and

WHEREAS, pursuant to RCW 84.55.120, the City Council of the City of Mercer Island held a public hearing for the purpose of considering testimony regarding the 2022 property tax levy; and

WHEREAS, the City Council of the City of Mercer Island, after due consideration of the evidence and testimony at the public hearing, has determined that the City requires an increase in property tax revenue in order to discharge the expected expenses and obligations of the City of Mercer Island; and

WHEREAS, the voters of the City of Mercer Island approved a levy lid lift in 2008 for the purpose of operating and maintaining Luther Burbank Park and other City parks and open spaces; and

WHEREAS, the voters of the City of Mercer Island approved a levy lid lift in 2012 for the purpose of replacing Fire Station No. 92 and a fire rescue truck which expires at the end of 2021; and

WHEREAS, the City intends to collect \$980,122 of the authorized 2008 Park Maintenance and Operations levy lid lift in 2022; and

WHEREAS, the City intends to collect \$0 of the expiring 2012 Fire Station and Fire Rescue Truck Replacement levy lid lift in 2022.

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

Section 1. Total Property Tax Change.

There is hereby levied upon all taxable property within the City of Mercer Island, Washington, a total property tax levy of \$13,690,526, which is \$562,649, or 3.96 percent, less than the 2021 total property tax levy, excluding the amounts for new construction and refunds related to the 2022 tax year. The \$562,649 decrease in the 2022 total property tax levy consists of the following: 1) \$124,370, or 1.00 percent, increase in the regular property tax levy; 2) \$9,704, or 1.00 percent, increase in the 2008 levy lid lift; and 3) a decrease of \$693,013 with the expiration of the 2012 levy lid lift. The foregoing property tax levy amount shall be automatically adjusted without further action of the City Council to correspond to the final assessed valuation, new construction, and refund levy totals to be received from the King County Assessor prior to December 31, 2021.

Section 2. Regular Property Tax Increase.

An optional increase in the regular property tax levy is hereby authorized for the 2022 levy in the amount of \$124,370, which is a 1.00 percent increase over the previous year. The optional 1.00 percent increase is in addition to the new construction and refund amounts related to the 2022 tax year. The 2022 total regular levy, excluding the amounts for new construction and refunds, is

authorized in the amount of \$12,561,352, which is \$124,370, or 1.00 percent, more than the 2021 total regular levy.

Section 3. 2008 Levy Lid Lift Increase.

The voted property tax levy, which pertains to the levy lid lift passed by a vote of the Mercer Island citizens on November 4, 2008, is hereby authorized for the 2022 levy in the total amount of \$980,122. This is \$9,704, or 1.00 percent, more than the levy lid lift in the previous year and is within the provisions of the ballot measure.

Section 4. 2012 Levy Lid Lift Expired.

The voted property tax levy, which pertains to the levy lid lift passed by a vote of the Mercer Island citizens on November 6, 2012, is hereby expired for the 2022 levy in compliance with the provisions of the ballot measure.

Section 5. City Clerk Certification.

Pursuant to RCW 84.52.020, the Clerk is directed to certify the amount necessary to be raised by taxation as specified above to the Metropolitan King County Council. The City Finance Director is authorized and directed to transmit any adjustment made pursuant to Section 1 above to the 2022 property tax levy amount to the Metropolitan King County Council.

Section 6. Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 7. Effective Date.

This ordinance shall take effect five days after passage and publication in the official newspaper of the City.

ADOPTED BY THE CITY COUNCIL OF MERCER ISLAND, WASHINGTON AT ITS REGULAR MEETING ON THE 16TH DAY OF NOVEMBER, 2021.

CITY OF MERCER ISLAND

Benson Wong, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Larson, City Clerk

Bio Park, City Attorney

Date of Publication: _____

**CITY OF MERCER ISLAND
ORDINANCE NO. 21-30**

AN ORDINANCE RELATING TO THE LEVYING OF REGULAR PROPERTY TAXES AND ESTABLISHING THE AMOUNT TO BE LEVIED IN 2022 ON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY

WHEREAS, the City Council of the City of Mercer Island has conducted its mid-biennial review of the 2021-2022 Budget; and

WHEREAS, pursuant to RCW 84.55.120, the City Council of the City of Mercer Island held a public hearing for the purpose of considering testimony regarding the 2022 property tax levy; and

WHEREAS, the City Council of the City of Mercer Island, after due consideration of the evidence and testimony at the public hearing, has determined that the City requires an increase in property tax revenue in order to discharge the expected expenses and obligations of the City of Mercer Island; and

WHEREAS, the voters of the City of Mercer Island approved a levy lid lift in 2008 for the purpose of operating and maintaining Luther Burbank Park and other City parks and open spaces; and

WHEREAS, the voters of the City of Mercer Island approved a levy lid lift in 2012 for the purpose of replacing Fire Station No. 92 and a fire rescue truck that expires at the end of 2021; and

WHEREAS, the City intends to collect \$980,122 of the authorized 2008 Park Maintenance and Operations levy lid lift in 2022; and

WHEREAS, the City intends to collect \$0 of the expired 2012 Fire Station and Fire Rescue Truck Replacement levy lid lift in 2022;

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

Section 1. Total Property Tax Levy in 2022.

The property tax levy is hereby authorized to be collected in the 2022 tax year in the estimated amount of \$13,690,526, which amount when added to the estimated revenues will balance the revenues with the expenditures and which amount is in compliance with all applicable laws.

Section 2. Detail of Property Tax.

There is hereby levied upon all taxable property within the City of Mercer Island, Washington, a total tax of \$13,690,526 as follows:

REGULAR LEVY:	
Prior Year Levy	\$12,436,982
1.0% Optional Increase	124,370
New Construction	139,188
Refund Levy	9,864
LEVY LID LIFTS:	
2008 Parks Maintenance & Operations	980,122
2012 Fire Station & Fire Rescue Truck	0
TOTAL TAXES REQUESTED FOR 2022	<u>\$13,690,526</u>

The foregoing property tax levy amount shall be automatically adjusted without further action of the City Council to correspond to the final assessed valuation, new construction, and refund levy totals to be received from the King County Assessor prior to December 31, 2021.

Section 3. City Clerk Certification.

Pursuant to RCW 84.52.020, the Clerk is directed to certify the amount necessary to be raised by taxation as specified above to the Metropolitan King County Council. The City Finance Director is authorized and directed to transmit any adjustment made pursuant to Section 2 above to the 2022 property tax levy amount to the Metropolitan King County Council.

Section 4. Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 5. Effective Date.

This ordinance shall take effect five days after passage and publication in the official newspaper of the City.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS REGULAR MEETING ON THE 16TH DAY OF NOVEMBER, 2021.

CITY OF MERCER ISLAND

Benson Wong, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Larson, City Clerk

Bio Park, City Attorney

Date of Publication: _____

**CITY OF MERCER ISLAND
ORDINANCE NO. 21C-32**

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, AMENDING CHAPTER 4.40 MICC TO DISSOLVE THE YOUTH SERVICES ENDOWMENT FUND AND TO ESTABLISH CERTAIN MINIMUM OPERATING FUND BALANCE, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 21, 2021, the City Council adopted new Financial Management Policies that serve as a blueprint for City staff to draft the biennial budget, achieve goals set forth in budget work plans, the Comprehensive Plan, and other City planning documents by maintaining sound financial practices in accordance with all Federal, State, and local laws; and

WHEREAS, the Financial Management Policies established a new operating fund balance for Fund 160 – Youth & Family Services Fund to address temporary revenue losses due to economic-cycles, emergencies, or other time-limited causes. The Fund Balance will be maintained with YFS revenues at a target threshold of six-months of average monthly YFS expenditures, evaluated each biennium, to provide adequate reserves given the asynchronous nature between the City’s biennial budget and the Mercer Island School District’s academic year; and

WHEREAS, Fund 061 – the Youth Services Endowment Fund was established in 1986 so funds donated to Youth & Family Services would remain invested as principal and cannot be used for ongoing operations; and

WHEREAS, over the past ten years, Fund 061 averaged diminimus investment earnings with principal remaining at about \$290,000; and

WHEREAS, the City Council elects to dissolve this Fund and invest the resources into Fund 160 – Youth & Family Services Fund operating Fund Balance equivalent to six-months of average monthly expenditures, evaluated each biennium; **NOW, THEREFORE**,

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

Section 1: Amended. MICC 4.40.010, and 4.40.180 are hereby amended as set forth in Attachment A to this ordinance.

Section 2: Repealed. MICC 4.40.190 is hereby repealed.

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

Section 4: Publication and Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This

Ordinance shall take effect and be in full force five days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE ____ DAY OF _____ 2021.

CITY OF MERCER ISLAND

Benson Wong, Mayor

ATTEST:

Andrea Larson, City Clerk

APPROVED AS TO FORM:

Bio Park, City Attorney

Date of Publication: _____

ATTACHMENT A
TO ORDINANCE NO. 21C-32

4.40.010 - Funds—Created.

The director of finance shall have the authority, without prior consent of the city council, to create or cancel a specific fund among the individual funds of the city in accordance with the applicable rules of the state auditor and generally accepted accounting principles; provided, that no funds may be deposited into or expended from a fund created by the director of finance utilizing this authority without prior approval of the city council. As required by the Revised Code of Washington and generally accepted accounting principles, there are created in the city treasury the following funds to be known and designated as:

Bond redemption fund.

Capital improvement fund.

City street fund.

Claims fund.

Contingency fund.

Current expense (general) fund.

Equipment rental fund.

Firemen's relief and pension fund.

LID guaranty fund.

Payroll fund.

Self-insurance claim reserve fund.

Sewer utility fund.

Storm water utility fund.

Technology and equipment fund.

Water utility fund.

Youth and family services fund.

~~Youth services endowment fund.~~

1% for art in public places fund.

4.40.180 – Youth and family services fund.

A. There is established in the city a special revenue fund to be known and designated as the youth and family services fund.

B. Funding for the youth and family services fund shall be by private or public gifts, endowments, donations, bequests or other such sources or grants which are intended to be deposited in the youth and family services fund.

C. All gross revenue earned by the Mercer Island Thrift Shop shall be deposited in the youth and family services fund and use shall be committed to the development and delivery of human services and related programs provided by the department of youth and family services.

D. All expenditures will be made from the fund only upon recommendation of the city manager ~~director of youth and family services~~, subject to budget approval by the city council.

E. A minimum operating fund balance equivalent to six-months of average YFS expenditures, evaluated each biennium, will be maintained to address temporary revenue losses due to economic-cycles, emergencies, or other time-limited causes.

**CITY OF MERCER ISLAND
RESOLUTION NO. 1604**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND
APPROVING THE CITY OF MERCER ISLAND’S ALLOCATION FOR THE
NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY (NORCOM) 2022 BUDGET.**

WHEREAS, the North East King County Regional Public Safety Communications Agency (NORCOM) was formed effective November 1, 2007; and

WHEREAS, NORCOM is in the process of adopting its annual budget for 2022; and

WHEREAS, the NORCOM Interlocal Agreement, to which the City is a party, requires that the City Council approve the City's allocation for NORCOM's budget, which is estimated to be \$722,554 in 2022;

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

The City of Mercer Island’s allocation (\$722,554) for the North East King County Regional Public Safety Communications Agency (NORCOM) 2022 budget is hereby approved.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS REGULAR MEETING ON THE 16TH DAY OF NOVEMBER, 2021.

CITY OF MERCER ISLAND

Benson Wong, Mayor

ATTEST:

Andrea Larson, City Clerk

**CITY OF MERCER ISLAND
RESOLUTION NO. 1605**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND,
WASHINGTON, RATIFYING THE IMPLEMENTATION OF COST RECOVERY
PROGRAM FOR MOTOR VEHICLE INCIDENTS, HAZARDOUS MATERIAL
SPILLS, INCIDENT RESPONSE, AND/OR CLEANUP WITHIN THE CITY'S
RESPONSE AREAS AND OUTSIDE CITY LIMITS DURING MUTUAL AID
ASSISTANCE.**

WHEREAS, there are occasions when motor vehicle accidents (MVA's) or transporters of hazardous waste create incident or major spills of chemical-based products, petroleum-based products, or hazardous materials; and,

WHEREAS, incident sites involve (but are not limited to) traffic control, scene safety issues, hazardous material spills that necessitate emergency response by Mercer Island Public Safety personnel; and

WHEREAS, responses to and/or recovery from emergencies and disasters require purchases to replace supplies, periodic and scheduled maintenance on apparatus, fuel purchases, staff expenses, repair and/or replacement of protective equipment as requires by the City or by law; as such a minimum preparedness fee and response fee of \$250.00 is affixed to any such response, increased by an annual inflator tied to Medical Care CPI or 3.0%, whichever is greater; and

WHEREAS, RCW [4.24.314](#) authorizes fire departments to recover reasonable and necessary costs incurred while protecting life and property; and

WHEREAS, the mitigation costs will be based on the Washington State's Department of Natural Resources annual Fire Chiefs Wage and Equipment Rate Guide; and

WHEREAS, the City believes that its taxpayers should not be required to bear the extraordinary costs of responding to MVA's and hazardous materials incidents, and that such costs should be charges to the liable party and/or transporters and users of hazardous materials to reimburse the City; and

WHEREAS, standard response requires proper placement of emergency vehicles, emergency flares, cones, redirection of traffic flow, addressing spillage of hazardous materials; and

WHEREAS, the City must provide recovering data pertinent to filing a claim a reasonable administrative fee that should also be paid by the liable party causing said claim.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, as follows:

Implementation of the cost recovery program substantially as set forth in Attachment A to this Resolution pursuant to RCW 4.24.314 is hereby ratified.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS REGULAR MEETING ON THE ____ DAY OF _____ 2021.

CITY OF MERCER ISLAND

BENSON WONG, MAYOR

ATTEST:

ANDREA LARSON, CITY CLERK

Attachment A
To Resolution No. 1605

MERCER ISLAND COST RECOVERY PLAN

1. **SERVICES.** City retains Contractor as its billing contractor to perform the billing for services from any cost-recovery order as directed by City and as allowed by law, code, resolution or ordinance from negligent party or parties or their insurer(s) (the "Liable Party" or the "Liable Parties") and perform the services listed below (collectively, the "Services") in accordance with the terms of the Agreement.

The following represents the complete scope of services to be provided by Contractor and the responsibilities of City in connection with this Agreement.

- 1.1. City will give Contractor access to its fire reporting system.
 - 1.2. Contractor will obtain all reports and information and create a claim in its entirety, using a reimbursement cost schedule provided to Contractor by City. Contractor shall calculate an initial Total Claim Amount, as defined below.
 - 1.3. City will review claim, make any corrections (including a change to the Total Claim Amount, if applicable) and approve claim using Internet-based software created by Contractor.
 - 1.4. Contractor will submit the claim to the Liable Party and seek reimbursement per the contact method(s) specified in this Exhibit A. If a settlement offer is made by the Liable Party to pay less than the Total Claim Amount, City will determine, at its sole discretion, whether to accept the settlement offer.
 - 1.5. Contractor will submit funds to City pursuant to Paragraph 9 of this Exhibit A.
2. **INSURANCE CLAIM CALCULATION.** "Total Claim Amount" is defined the total of all City charges for equipment, labor, consumables, administrative costs, processing costs, and other costs outlined, defined, and/or authorized by City's jurisdictional law, code, resolution, or ordinance, as set forth on City's reimbursement cost schedule.
 3. **PROCESSING COST.** "Processing Cost" is defined as fifty dollars (\$50.00) or twenty percent (20%) of the Total Claim Amount or the settlement offer accepted by City on a claim, whichever is greater, plus one hundred dollars (\$100.00). City acknowledges that if it accepts a settlement offer on a claim, Contractor remains entitled to collect the \$100.00 cost specified in this paragraph.
 4. **UNCOLLECTED CLAIM COST.** "Uncollected Claim Cost" is defined as \$50.00. Reasons for considering a claim as uncollectible include, but are not limited to:
 - 4.1. Legitimate denial from an insurance company.
 - 4.2. A decision by City not to bill the Liable Party or to write off the claim to charity.
 - 4.3. An exhaustion of all collection options.
 - 4.4. No liable party or a liability dispute.
 - 4.5. A non-responsive Liable Party who cannot be contacted via telephone pursuant to City's policy.
 - 4.6. No known Liable Party address.

- 5. **TRAINING FEE.** A one-time setup and training fee of two-hundred and fifty dollars (\$250.00) will be charged to City. This fee will be subtracted from the initial claim payment(s) received by Contractor on behalf of City.
- 6. **CONDITIONS.** The following conditions apply to all claims processed by Contractor on behalf of City:
 - 6.1. A jurisdictional law, code, resolution, or ordinance in City's area of service must be in place.
 - 6.2. City will designate a single point of contact that will respond to Contractor inquiries in a timely manner.
- 7. **BILLING OPTIONS.** Contractor will recover funds based on the collection option selected below. These options and their associated fees may be amended from time to time by written notice pursuant to Section 6 above
 - 7.1. Bill insurance companies and out of area resident only.
 - 7.2. Bill insurance companies and soft bill resident.
 - 7.3. Provide full collection effort for all claims.
- 8. **CITY COLLECTION AGENCY.** City hereby specifies the collection agency listed below (the "Collection Agency") to act on its behalf and authorizes Contractor to release information related to uncollected claims as requested by the Collection Agency.

Agency Name		Contact Name	
Address		Phone	
		Email	

- 9. **COLLECTION PROCESS.** Contractor agrees that it shall use only lawful means to effect collections and will comply with all provisions of the Fair Debt Collection Practices Act ("FDCPA") and applicable state statutes in connection with these collections. Contractor bills the responsible party and/or their insurance company once a month up to three (3) months or ninety (90) days. If the account has not been paid and depending on the selected billing options from Exhibit A by day one hundred eighty (180) after submission of the claim, at City's discretion, Contractor will either (a) cease collection activity or (b) turn over the account to a collections agency to be specified by City, and such account will be deemed uncollectible (the "Uncollectable Account") and Contractor shall be entitled to the Uncollected Claim Cost. Contractor shall make a "best effort" to collect funds from the Liable Party. Contractor shall not be responsible for the payment of any billings that are deemed an Uncollected Claim Cost as defined in this Exhibit A.
- 10. **COLLECTED FUNDS.** Contractor will deposit all collected funds into a bank account administered solely by Contractor. All recovered funds, less the Processing Costs or Uncollected Claim Costs described in this Exhibit A, will be submitted to City along with a detailed accounting of funded claims within thirty (30) days after the funds have been received by Contractor.



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5976
November 16, 2021
Public Hearing

AGENDA BILL INFORMATION

TITLE:	Town Center Moratorium Renewal	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Conduct Public Hearing and adopt Ordinance No. 21-09 extending the Town Center moratorium for an additional six-month period.	<input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
DEPARTMENT:	Community Planning and Development	
STAFF:	Jeff Thomas, Interim Director Sarah Bluvas, Economic Development Coordinator	
COUNCIL LIAISON:	n/a	
EXHIBITS:	1. Ordinance No. 21C-27 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.	
CITY COUNCIL PRIORITY:		

SUMMARY

Ordinance No. 21C-09 (Exhibit 1) will extend the current moratorium for another six-month period on major new construction south of SE 29th Street in the Town Center (TC) zoning designation established under emergency Ordinance No. 20C-12, modified by Ordinance No. 20C-18, and extended for an additional six-month period by Ordinance No. 21C-09.

This current moratorium expires on December 2, 2021, unless extended by the City Council following a Public Hearing. Until any legislative action deemed necessary is completed, staff recommends that the effective period of the moratorium, in its current geographic configuration, be renewed for another six-month period.

BACKGROUND

The current Town Center development regulations were established in June 2016 ([Ordinance No. 16C-06](#)). Per the current code, major new development located north of SE 29th Street in the Town Center must provide ground floor street frontage commercial space for use by retail, restaurant, or personal service (e.g. barber shop, nail salon, fitness center, etc.) Between 40 and 60 percent of the ground floor street frontage north of SE 29th Street must be designed for retail, restaurant, or personal services; 40 percent is required for those major new developments that provide public parking, while 60 percent is required for those developments that do not provide public parking. Commercial space is allowed, but not required, south of SE 29th Street in the TC zoning designation. Previous City Council actions related to this moratorium include:

- June 2, 2020: The City Council passed [Ordinance No. 20-12](#) which established a 6-month moratorium on major new construction south of SE 29th Street in the Town Center (TC) zoning designation. The City Council indicated that the City desires to possibly complete updates and/or amendments to

development regulations within the Mercer Island Town Center, including requirements for various types of commercial space.

- July 21, 2020: The City Council completed the required Public Hearing for Ordinance No. 20-12 on the Town Center Moratorium and directed staff to prepare an amended interim Ordinance reducing the size of the geographic area subject to moratorium and include additional findings of fact.
- September 1, 2020: The City Council adopted [Ordinance No. 20-18](#) with a reduced size of the geographic area subject to moratorium and included additional findings of fact. Additionally, the City Council provided direction to staff to prepare a scope of work for a Town Center commercial analysis to inform options for resolving the moratorium and a corresponding budget appropriation request.
- November 17, 2020: The City Council completed the required Public Hearing and adopted [Ordinance No. 20-26](#) renewing the moratorium for an another 6-month period with its current geographic area as previously amended.
- December 1, 2020: The City Council adopted [Ordinance No. 20-29](#) the 2021-22 Biennial Budget. Included in the budget is a \$50,000 one-time appropriation for qualified professional services to perform a Town Center commercial analysis and support the completion of any necessary updates and/or amendments to development regulations within the Mercer Island Town Center to be responsive to the moratorium. The City Council also approved [Resolution No. 1594](#) establishing the 2021 docket for amendments to the Comprehensive Plan and development regulations. Included in the docket is a placeholder for amending the Town Center Sub-Area Plan and corresponding development regulations as necessary to be responsive to the moratorium.
- April 6 and 20, 2021: The City contracted with the firm Community Attributes, Inc. (CAI) to analyze the demand for additional ground floor commercial uses and the feasibility of requiring such uses in new buildings. On April 6, the City Council received a presentation on the findings of this analysis and commenced discussion ([AB 5841](#)). Further City Council discussion ensued on April 20 and direction was provided to staff to complete additional analysis and to research legislative options in addition to a “no net loss” option.
- May 4, 2021: The City Council completed the required Public Hearing and adopted [Ordinance No. 21-09](#) renewing the moratorium for an another 6-month period with its current geographic area as previously amended.
- July 6, 2021: Staff presented a number of legislative options and combination options to City Council (AB 5910). Council provided further direction to review and propose:
 - A. Updates to MICC 19.11.020(B) Retail Use Required Adjacent to Street Frontages;
 - B. A new TC commercial Floor Area Ratio (FAR) requirement; and
 - C. The applicability of a new TC no net loss requirement.
- September 21, 2021: The City Council directed staff to work with the Planning Commission to develop the necessary code amendments to MICC 19.11.020(B), including updating MICC 19.11.020(B) Figure 2 Retail Use Required Adjacent to Street Frontages; instituting a Town Center Commercial FAR requirement; and adding a selective “No Net Loss” provision ([AB 5933](#)).

- September 22, and October 6, 2021: The Planning Commission conducted two work sessions to review and comment on the proposed amendments to MICC 19.11.020(B).
- November 3, 2021: The Planning Commission completed the required Public Hearing, deliberated the proposed amendments, and voted on a recommendation to send to the City Council on November 16.

NEXT STEPS

Tonight, the City Council will hold the required Public Hearing on Ordinance No. 21C-27. Assuming the ordinance is adopted, the Town Center moratorium will be extended for another six months, expiring on June 2, 2022. The Council will also receive the Planning Commission's recommendation related to Development Code ZTR19-004 Town Center Retail Requirements (AB 5977). If necessary legislative action is completed before the moratorium is set to expire, staff will return to repeal Ordinance No. 21C-27 and end the moratorium.

RECOMMENDATIONS

1. Conduct a Public Hearing and consider public testimony on Ordinance No. 21C-27.
2. Suspend the City Council Rules of Procedure 6.3, requiring a second reading of an ordinance.
3. Adopt Ordinance No. 21C-27 extending the Town Center moratorium for an additional six-month period.

**CITY OF MERCER ISLAND
ORDINANCE NO. 21C-27**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON;
RENEWING THE MORATORIUM ADOPTED BY ORDINANCE NO. 20-12
AS AMENDED BY ORDINANCE NO. 20-18; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council may adopt an immediate moratorium for a period of up to six months on the acceptance of building and development permit applications for major new construction as long as the City Council holds a public hearing on the proposed moratorium within sixty days after adoption, pursuant to RCW 35A.63.220 and RCW 36.70A.390; and

WHEREAS, the City adopted Ordinance No. 20-12 on June 2, 2020, implementing a six-month moratorium pursuant to RCW 35A.63.220 and RCW 36.70A.390 on the submission of applications for any building permits or any other land use approvals for Major New Construction as defined in MICC 19.16.010 for properties located within the Town Center (TC) zone at Mercer Island south of SE 29th Street; and

WHEREAS, after the public hearing on the above referenced moratorium, the City adopted Ordinance No. 20-18 on September 1, 2020, amending Ordinance No. 20-12 to reduce the size of the geographic area subject to moratorium to the Town Center (TC) zone at Mercer Island south of SE 29th Street, east of 77th Avenue SE, and west of 80th Avenue SE, and to include additional findings of fact; and

WHEREAS, the City Council has extended the effective period of Ordinance No. 20-12 most recently on May 4, 2021 through Ordinance No. 21-09 following a public hearing, and the most recent extension extends the moratorium into December 2021; and

WHEREAS, the moratorium is set to expire on December 1, 2021, unless otherwise repealed, extended or modified by the City Council; and

WHEREAS, consistent with RCW 35A.63.220 and RCW 36.70A.390, the City Council held a public hearing on November 16, 2021 to adopt findings of fact supporting and justifying the renewal of the moratorium for another 6-months; and

WHEREAS, because the preparation and adoption of changes to the Town Center development regulations will require additional time to complete, the City Council finds that the moratorium should be renewed pursuant to RCW 35A.63.220 and 36.70A.390 for an additional six months to avoid the risk that one or more applicants could vest to the existing development code if the current moratorium expires;

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

Section 1. Whereas Clauses Adopted. The “Whereas Clauses” set forth in the recital section above are hereby adopted as the findings of the City Council for passing this ordinance.

Section 2. Moratorium Renewed. The moratorium imposed by Ordinance No. 20-12, as amended by Ordinance No. 20-18, shall be renewed on November 30, 2021 for a period of six months, unless earlier repealed, extended or modified by the City.

Section 3. Public Hearing. A public hearing was noticed and completed on November 16, 2021 to hear and consider the comments and testimony of those wishing to speak regarding the renewal of the moratorium enacted by this ordinance.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance or its application to any other person, property or circumstance.

Section 5. Publication and Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

Passed by the City Council of the City of Mercer Island, Washington, at its regular meeting on November 16, 2021 and signed in authentication of its passage.

CITY OF MERCER ISLAND

Benson Wong, Mayor

Approved as to Form:

ATTEST:

Bio Park, City Attorney

Andrea Larson, City Clerk

Date of Publication: _____



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

**AB 5977
November 16, 2021
Regular Business**

AGENDA BILL INFORMATION

TITLE:	Development Code Amendment ZTR19-004 Town Center Retail Requirements (Ord. No. 21C-28 First Reading)	<input checked="" type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Review Ordinance No. 21C-28 and set for second reading.	<input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Community Planning and Development		
STAFF:	Jeff Thomas, Interim Director Alison Van Gorp, Deputy Director Sarah Bluvas, Economic Development Coordinator		
COUNCIL LIAISON:	n/a	Choose an item.	Choose an item.
EXHIBITS:	1. Planning Commission Recommendation, dated November 10, 2021 2. Ordinance No. 21C-28 (Proposed)		
CITY COUNCIL PRIORITY:	Choose an item.		

AMOUNT OF EXPENDITURE	\$ Choose an item.
AMOUNT BUDGETED	\$ Choose an item.
APPROPRIATION REQUIRED	\$ Choose an item.

SUMMARY

In June 2020, the City Council enacted a moratorium on major new construction generally in the southeast quadrant of the Town Center (TC) zoning designation while the City evaluated potential updates and/or amendments to development regulations within the Town Center, including requirements for various types of commercial space. On November 3, 2021, the Planning Commission voted on a recommendation to send to City Council related to Development Code Amendment ZTR21-004 Town Center Retail Requirements. Tonight, the City Council will receive the Planning Commission recommendation, complete a first Ordinance reading for ZTR21-004, and provide any desired direction to staff.

BACKGROUND

The current Town Center development regulations were established in June 2016 ([Ordinance No. 16C-06](#)). Per the current code, major new development located north of SE 29th Street in the Town Center must provide ground floor street frontage commercial space for use by retail, restaurant, or personal service (e.g. barber shop, nail salon, fitness center, etc.). Between 40 and 60 percent of the ground floor street frontage north of SE 29th Street must be designed for retail, restaurant, or personal services; 40 percent is required for those major new developments that provide public parking, while 60 percent is required for those developments

that do not provide public parking. Commercial space is allowed, but not required, south of SE 29th Street in the TC zoning designation.

LEGISLATIVE HISTORY

- June 2, 2020: The City Council passed [Ordinance No. 20-12](#), which established a 6-month moratorium on major new construction south of SE 29th Street in the Town Center (TC) zoning designation. The City Council indicated that the City desired to possibly complete updates and/or amendments to development regulations within the Mercer Island Town Center, including requirements for various types of commercial space.
- July 21, 2020: The City Council completed the required Public Hearing for Ordinance No. 20-12 on the Town Center Moratorium and directed staff to prepare an amended interim Ordinance reducing the size of the geographic area subject to moratorium and include additional findings of fact.
- September 1, 2020: The City Council adopted [Ordinance No. 20-18](#) with a reduced size of the geographic area subject to moratorium and included additional findings of fact. Additionally, the City Council provided direction to staff to prepare a scope of work for a Town Center commercial analysis to inform options for resolving the moratorium and a corresponding budget appropriation request.
- November 17, 2020: The City Council completed the required Public Hearing and adopted [Ordinance No. 20-26](#) renewing the moratorium for another 6-month period with its current geographic area as previously amended.
- December 1, 2020: The City Council adopted [Ordinance No. 20-29](#), the 2021-22 Biennial Budget. Included in the budget is a \$50,000 one-time appropriation for qualified professional services to perform a Town Center commercial analysis and support the completion of any necessary updates and/or amendments to development regulations within the Mercer Island Town Center to be responsive to the moratorium. The City Council also approved [Resolution No. 1594](#), establishing the 2021 docket for amendments to the Comprehensive Plan and development regulations. Included in the docket is a placeholder for amending the Town Center Sub-Area Plan and corresponding development regulations as necessary to be responsive to the moratorium.
- April 6 and 20, 2021: The City contracted with the firm Community Attributes, Inc. (CAI) to analyze the demand for additional ground floor commercial uses and the feasibility of requiring such uses in new buildings. On April 6, the City Council received a presentation on the findings of this analysis and commenced discussion ([AB 5841](#)). Further City Council discussion ensued on April 20, and the Council directed staff to complete additional analysis and to research legislative options in addition to a “no net loss” option.
- May 4, 2021: The City Council completed the required Public Hearing and adopted [Ordinance No. 21-09](#) renewing the moratorium for another 6-month period with its current geographic area as previously amended.
- July 6, 2021: Staff presented a number of legislative options to City Council ([AB 5910](#)). Council provided further direction to review and propose:
 - A. Updates to MICC 19.11.020(B) Retail Use Required Adjacent to Street Frontages;
 - B. A new TC commercial Floor Area Ratio (FAR) requirement; and

C. The applicability of a new TC “no net loss” requirement.

- September 21, 2021: The City Council directed staff to work with the Planning Commission to develop the necessary code amendments to MICC 19.11.020(B), including updating MICC 19.11.020(B) Figure 2 Retail Use Required Adjacent to Street Frontages; instituting a Town Center Commercial FAR requirement; and adding a selective “No Net Loss” provision ([AB 5933](#)).
- September 22, and October 6, 2021: The Planning Commission conducted two work sessions to review and comment on the proposed amendments to MICC 19.11.020(B).
- November 3, 2021: The Planning Commission completed the required Public Hearing, deliberated the proposed amendments, and voted on a recommendation to send to the City Council on November 16 (Exhibit 1).
- November 16, 2021: The City Council will hold the required Public Hearing and vote to adopt Ordinance No. 21C-27 renewing the moratorium for an another 6-month period with its current geographic area as previously amended (AB 5976). The current ordinance expires on December 2, 2021.

NEXT STEPS

Tonight, the City Council will receive the Planning Commission recommendation related to Development Code Amendment ZTR21-004 Town Center Retail Requirements and will complete a first reading of Ordinance No. 21C-28 (Exhibit 2). City Council will then need to provide any desired direction to staff, which may include one of the following next steps:

- Schedule a second reading and adoption of Ordinance No. 21C-28 for December 7, 2021, and the repeal of Ordinance No. 21C-27 to exit the moratorium; or
- Remand the matter back to staff for further work, which may require additional action from City Council related to work program priority/schedule as well as budget.

RECOMMENDED ACTION

Receive the Planning Commission recommendation for proposed Development Code Amendment ZTR21-004 Town Center Retail Requirements and complete a first reading of Ordinance No. 21C-28. Provide desired direction to staff on next steps, if any.

CITY OF MERCER ISLAND

COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

PHONE: 206.275.7605 | www.mercergov.org



PLANNING COMMISSION

To: City Council

From: Daniel Hubbell, Planning Commission Chair

Date: November 10, 2021

RE: ZTR21-004 Town Center Retail Requirements Code Amendment

Attachments: A. Proposed Amendment to 19.11.020(B) presented to Planning Commission
 B. Planning Commission Recommendation on ZTR21-004
 C. Dissenting Opinion Related to Approved Recommendation

On behalf of the Planning Commission, I would like to present our recommendation related to ZTR21-004, the Town Center Retail Requirements code amendment.

In June 2020, the City Council enacted a moratorium on major new construction generally in the southeast quadrant of the Town Center (TC) zoning designation while the City evaluated potential updates and/or amendments to development regulations within the Town Center, including requirements for various types of commercial space. Over nine months, City staff, the consulting firm Community Attributes, Inc., and the Council worked to identify appropriate legislative options for exiting the moratorium. As a result of this process, the Council directed staff to work with the Planning Commission to develop the necessary code amendments to MICC 19.11.020(B), including updating MICC 19.11.020(B) Figure 2 Retail Use Required Adjacent to Street Frontages; instituting a Town Center Commercial Floor Area Ratio (FAR) requirement; and adding a selective “No Net Loss” provision.

The Planning Commission reviewed and discussed this matter on September 22 and October 20, 2021, and held an open record public hearing on the proposed code amendment (Attachment A) on November 3, 2021. (No public comment was received related to this amendment.) After lengthy deliberation, and after considering several amendments to the proposal, the Commission did not approve the draft amendment to MICC 19.11.020(B) as presented.

A few key concerns were raised by the group about the existing proposal:

1. The FAR approach as designed is likely to result in a short-term significant loss of retail space when looking at the existing use and the required space under the FAR. This would be counter to the intended purpose of the proposal.
2. The removal of existing depth and configuration standards is likely to result in space configurations that will not be viable.

3. The proposal does not address parking and may exacerbate the parking shortage in key areas.

While it is understood that there is a desire to end the current moratorium, the Commission agreed that it was not given sufficient time (only two meetings) to deliberate this issue. When paired with the concerns above, the Commission instead submits a recommendation (Attachment B) suggesting continued work to address the issues represented by the moratorium. The Commission approved the attached recommendation 5-1 (one member was absent for the vote); the minority voter has provided a dissenting opinion (Attachment C) for the Council's consideration.

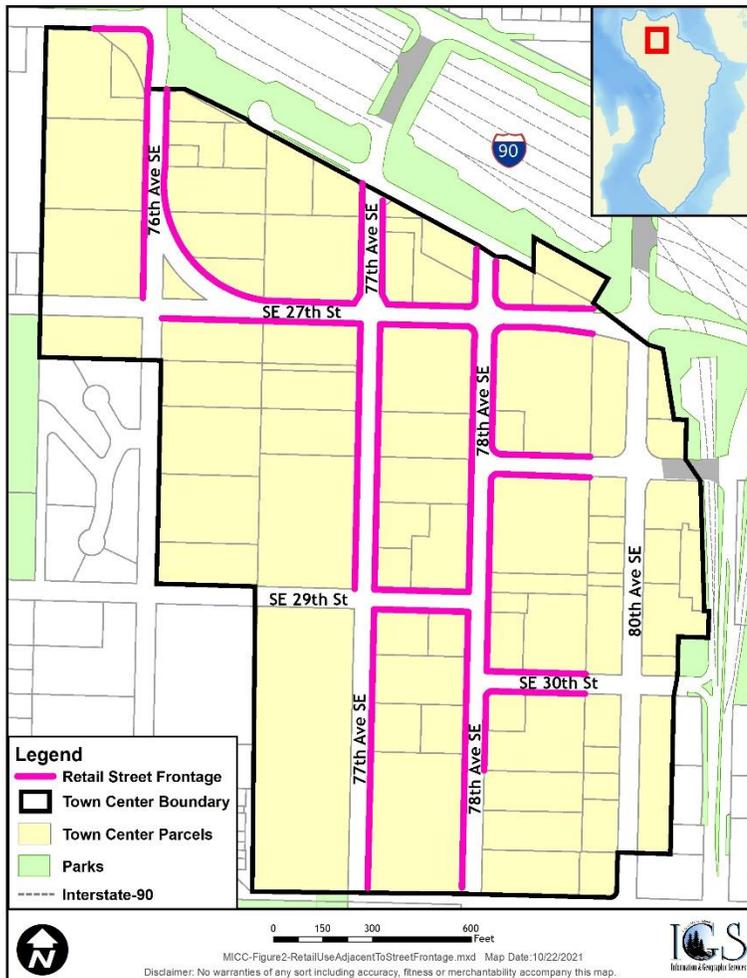
 _____  _____
Daniel Hubbell Date
Planning Commission Chair, City of Mercer Island

MICC 19.11.020(B) is repealed in its entirety and replaced* as follows:

B. Required Street Frontage Commercial Uses.

1. Retail, restaurant or personal service commercial uses are required adjacent to street frontages as shown on Figure 2.

Figure 2 - Commercial Uses Required Adjacent to Street Frontages



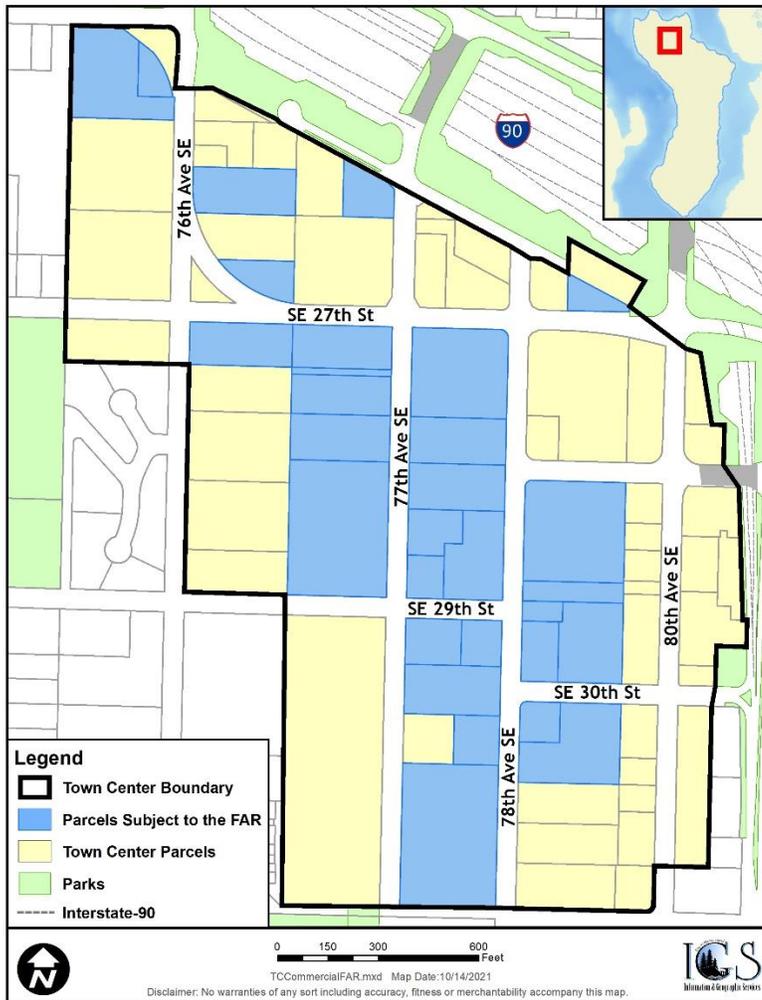
- a. No commercial use shall occupy a continuous linear street frontage exceeding 60 feet in length. The design commission may approve up to an additional six feet in length if the use incorporates a feature to promote pedestrian activity,

* Please Note: The new language and maps below may be updated through the issuance of the October 20, 2021 regular meeting packet for the Planning Commission.

including but not limited to: an additional pedestrian entrance onto a sidewalk or through-block connection, or additional 10 percent transparency beyond the requirement of MICC [19.11.100\(B\)\(1\)\(b\)](#).

- b. The minimum required depth of commercial uses along street frontages is 16 feet.
- 2. The identified parcels as shown on Figure 3 are required to provide a minimum Floor Area Ratio (FAR) equivalent to 0.2623 of the gross lot area as provided by King County for retail, restaurant or personal service commercial uses adjacent to street frontages upon redevelopment equal to or greater than 50% of the current total assessed value as determined by King County.

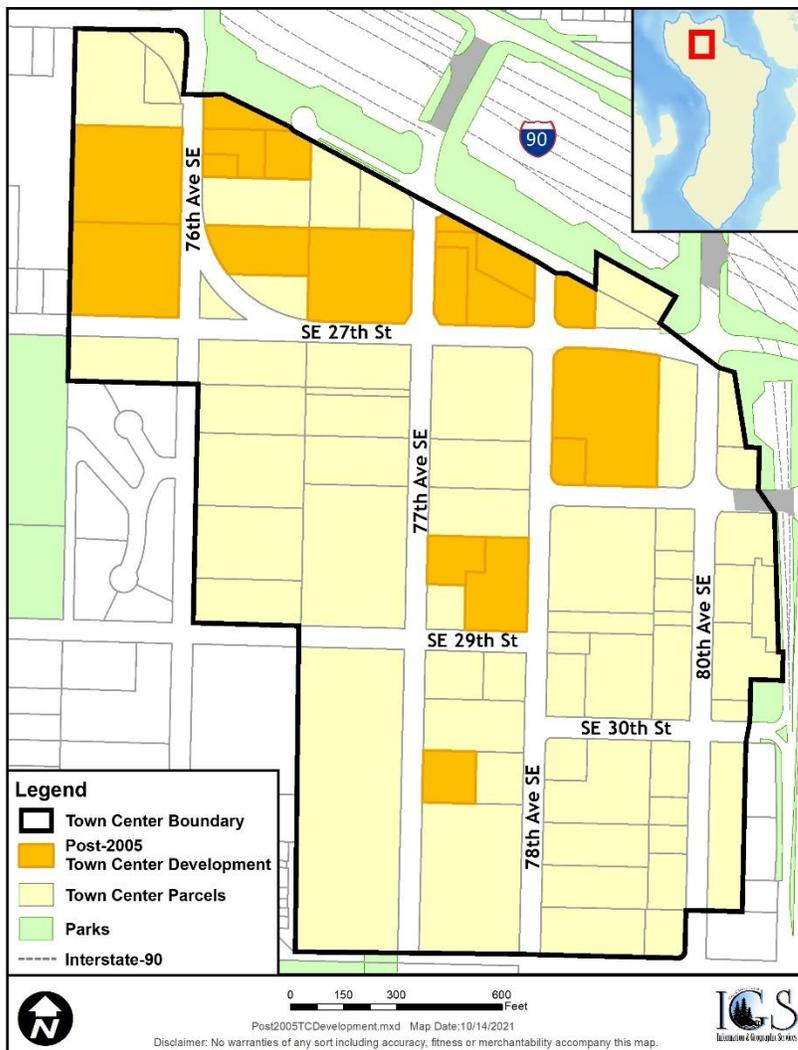
Figure 3 - Parcels Subject to FAR Requirement for Commercial Uses



*** Please Note:** The new language and maps below may be updated through the issuance of the October 20, 2021 regular meeting packet for the Planning Commission.

- a. When a FAR calculation results in a fraction, the fraction shall be rounded to the nearest whole number as follows:
 - i. Fractions of 0.50 or above shall be rounded up to the closest whole number; and
 - ii. Fractions below 0.50 shall be rounded down to the closest whole number.
- 3. The identified parcels as shown on Figure 4 are required to provide a no net loss of existing floor area for retail, restaurant or personal service commercial uses adjacent to street frontages upon redevelopment equal to or greater than 50% of the current total assessed value as determined by King County.

Figure 4 - Parcels Subject to No Net Loss for Commercial Uses



*** Please Note: The new language and maps below may be updated through the issuance of the October 20, 2021 regular meeting packet for the Planning Commission.**

**AB 5977: ZTR21-004 Town Center Retail Requirements
Planning Commission Recommendation**

On November 3, 2021, the Planning Commission entered the following findings related to ZTR21-004 Town Center Retail Requirements into the public record:

- A. The Planning Commission (PC) finds that the current Town Center (TC) proposal is unlikely to solve the potential significant loss of retail in the TC for the foreseeable future and will likely not achieve the desired results:
 1. Several of the existing retail intensive parcels, given their age and configuration, are likely to redevelop sooner with a significant loss of retail under the Commercial Floor Area Ratio (FAR) approach.
 2. The parcels that would “make up” this loss of retail are not likely to redevelop for several decades, if ever, resulting in a significant long-term loss of TC retail space, despite the FAR formula.
- B. The PC finds that the proposal is likely to result in retail that will not be viable in either the short- or long-term, and we are likely to see empty storefronts in future redeveloped parcels:
 1. The proposal does not address parking and may actually exacerbate the parking shortage in key areas by driving it underground in redeveloped parcels. As a result of the undergrounding of parking, there will not be readily available parking for the activities we are trying to promote in the FAR-designated space.
 2. The proposal does not address the optimal depth and configuration of viable/optimal retail and restaurant space. Optimal design is driven by factors other than a percentage of the parcel footprint. Whether the .26 FAR creates space that is practical to lease and won't create substantial unusable space has not been evaluated by industry professionals and has not been examined for the various parcels.
- C. The PC finds that the City may be forced to revisit this issue in 2-3 years if the concerns bear out, resulting in another long moratorium and more resources again diverted to the TC plan.

Based on these findings, the Planning Commission (PC) recommends the following actions:

1. A joint City Council and Planning Commission study session to promote better coordination and thereby facilitate a faster adoption of Town Center (TC) code revisions.
2. A 4-month TC wide moratorium to consider more fully these issues and a possible mix of options to mitigate the concerns. Those options should be derived primarily from the prior options considered by the Council, including the following:
 - a. A modified “no net loss” requirement for retail/commercial in a new TC-C (“Commercial”) overlay zone.
 - b. Review and refine the categories of retail/commercial that the City wants to encourage in the overlay zone.
 - c. For Parcels in a new TC-C overlay zone without existing retail/commercial, or which were developed after 2005, require future redevelopment to have an

AB 5977: ZTR21-004 Town Center Retail Requirements
Planning Commission Recommendation

amount of commercial space expressed as a FAR of building footprint on the ground floor(s) for growth.

- d. Frontage dedication or similar condition to accommodate angle parking on streets with retail requirements.
- e. Secure professional input for criteria, like optimal frontage depth of commercial space and FAR percentage.
- f. Review MICC 19.11.020(B) Figure 2 Retail Use Required Adjacent to Street Frontages (i.e. the “pink line map”) as part of process.

November 3, 2021

To: Mercer Island City Council Members

From: Planning Commissioner Carolyn Boatsman

Topic: Minority opinion on Town Center Commercial Requirements

I am submitting for your consideration my views regarding ZTR21-004 Town Center Commercial Requirements. The Planning Commission deliberated this work item on November 3, 2021 and has sent findings and recommendations to the Council. My views constitute a minority report.

Following a brief background, I offer my recommendation, including an explanation of what is helpful about the draft ordinance, how it could be improved, if desired, and what I believe are flaws in the Commission's findings and recommendations.

Background:

When the Commission was presented with this work item, we were offered four options for the Commission's recommendation: approval, approval with amendments, rejection of the proposal, and no action, with remand to staff for further work. The Commission decided upon the last option.

It is my understanding that the Council would like to amend the code prior to the expiration of the Town Center Moratorium on December 2, 2021, in order to achieve the goals of the moratorium. The reasons for adopting the moratorium were specific and limited. They can be summarized by a phrase in the adopting ordinance: "protecting and expanding Mercer Island's retail sector..."

My recommendation:

The draft ordinance is reasonably effective at protecting and expanding the retail sector and some version of it should be adopted in preparation for ending the Town Center Moratorium that expires on December 2, 2021. The draft ordinance, with or without possible amendments, which I will offer, would make measurable and significant progress towards the goal of the moratorium.

The draft ordinance fulfills the goal of the moratorium because, upon redevelopment, it *preserves* actual commercial space where that space is up to 0.2623 percent of the parcel size *and* preserves lesser amounts for more recently redeveloped parcels (no net loss). It requires *additional* commercial space by increasing what is required for those parcels currently incorporating less than 0.2623 percent of the parcel size, upon redevelopment. The requirement for commercial space is also expanded to additional areas of the Town Center, based upon demand analysis. The uses would be clustered together, according to the "pink lines map", which inspires interest and patronage by residents.

The draft ordinance, in my view, could be improved by strategic removal of the pink line in selected locations, adopting the same amount of required space for recently developed properties, and adding a few definitions. I explain this in Attachment A. Also included in Attachment A. are several recommendations for future work.

Concerns with the Commission's recommendation to the Council:

It is my observation that the Commission majority desired to expand the scope of the task at hand beyond what is needed now. Among other concerns, the Commission concluded that the draft ordinance was insufficient because it did not address other matters at the same time, would cause unintended consequences, and didn't incorporate sufficient data.

The Commissioners are very concerned that the ordinance would be adopted without considering and possibly amending parking requirements in the Town Center. Staff shared with the Commissioners the Scope for the extensive parking study that is now underway. Yet, the Commissioners were not familiar with the parking study during deliberations. When reminded of its scope, they chose not to consult it to reassess their concerns. They were firm in their belief that commercial space should not be increased unless parking requirements are reevaluated and possibly amended in tandem. There was no discussion of current parking requirements in coming to this conclusion.

My view is that possible amendments to parking requirements do not constitute an emergency sufficient to fail to solve the goals of the moratorium.

The Commission majority, throughout three lengthy meetings, were concerned about what they believed was a major unintended consequence of the proposal. They were of the view that a modest increase in required commercial square footage creates an incentive to redevelop - and to redevelop sooner than otherwise. This concern was in concert with the idea that the expected early redevelopment of properties on which there are very large retail establishments would result in developments with less commercial space than is now present. The Commissioners were not convinced that market forces would (or should) predominate. The concern was both that the *total* amount of commercial space available in the Town Center at any one time could plummet, and that large commercial spaces on *certain parcels* could be lost. Both of these outcomes were considered unacceptable. There was some concern expressed that we could lose grocery stores if the ordinance were adopted.

It was pointed out that property owners can redevelop with less commercial space now, with or without the ordinance, and that they can sell what they choose. The majority, however, were of the view that 1) the total amount of commercial retail space at any given parcel should remain static or increase, but should not decrease, even temporarily; and 2) the total amount of commercial space available in the Town Center at any moment in time is critical, rather than how much space is available over a longer period of time.

In summary, the majority's conclusion was that the "no net loss" provision of the draft ordinance should be directed not at recently developed properties but at all parcels.

My view is that market forces will drive what is offered in the way of businesses in the Town Center, within reasonable limits placed by regulations. The limits should not stifle the options, i.e. prevent a lively mix of interesting and useful businesses for residents. While I understand the underlying concerns of the Commission, I think that the free market will provide Islanders with the best options in their Town

Center, rather than determinations by the City as to where large commercial establishments will be required in perpetuity based upon historical use. This is the risk and reward foundation of our economic system. I doubt that the City could legally encumber parcels in the manner envisioned by the Commission's majority.

During the last few minutes of deliberations, during the third long meeting on this topic, the majority conceded that they were unable to explain how the increase in square footage of commercial space would provide incentive for near-term redevelopment. The findings were then amended to indicate that the real problem with the proposal is that it does not *solve* the concern that existing large commercial developments have the option to redevelop with smaller commercial space. The main argument for unintended consequences seemed to have been abandoned in favor of a complaint about what the proposal does not accomplish.

The Commission majority had some concerns regarding the sufficiency of data upon which the draft ordinance is based. I won't try to summarize those concerns. I think the data is sufficient for our purposes at this time, given that the City is limited in its ability to assess the status quo and predict outcomes. Variables include what is wanted by residents, what the market will bring, how much space will be demanded, the effects of lease costs, how fast redevelopment will occur, economic cycles, online shopping, the desire of residents to shop on Mercer Island, regardless of what is offered, and more.

Rather than concerning ourselves with possible data refinements for a proposal of limited scope, it would be more useful to revisit this type of analysis periodically and make adjustments as warranted.

I've proposed amendments and offer several recommendations in Attachment A.

Thank you for considering my views on this work item.

Attachment A

Suggested Amendments:

Amend Figure 2 as follows:

Delete the pink line on properties currently used for gas stations, including the Chevron station at 7655 Sunset Highway and the Shell station at the corner of SE 29th ST and 78th AVE SE. The other Shell station at the corner of SE 27th and 80th AVE SE is already outside of the pink line. (Rationale: We need gas stations. It is not helpful to place the property owner in the position of having to offer special commercial uses when extensive remodel is desired. That might well eliminate the gas station.)

Delete the pink line extending south of SE 29th ST on the east side of 77th AVE SE. (Rationale: 1) We should be consistent in our effort to cluster certain types of businesses. This extension of the pink line is solo, one side of the street, i.e. the same sorts of businesses are not required across the street. 2) It gains only one small property. All other properties on this extension front on other streets where the special commercial space is already required at 0.2623 percent of lot size. In other words, all the commercial space is already required without the extension. 3) Forty town homes are proposed for the front of the Farmer's property. Residents there, if it or something like it is approved, would probably be better served by a quieter street with less traffic and parking activity. 4) There is probably no benefit from this extension, but there are downsides.)

Amend B.2:

State that the multiplier of 0.2623 applies to all parcels along pink lines, not just those that have not redeveloped since 2005.

Delete Figure 3.

Delete 3.

Delete Figure 4.

(Rationale for previous four items: Owners of parcels that have redeveloped since 2005 should be subject to the same percentage of required commercial space if they redevelop, which, given relatively new construction, would likely not be soon. The "same amount" requires more retail space than "no net loss", so this approach would adhere more effectively to the goal of the moratorium. Requiring the same from all properties is fair to the owners. It would not set us up to have to revisit the multiplier solely for the more recently developed properties. It is possible that requiring the same of all properties would necessitate revising the multiplier. This might need to be done anyway if amendments to the pink line map are made.

The result of all of this is that only one map would be needed: the pink line map.

One final consideration in favor of requiring the same commercial space for all properties fronting the pink line is the sheer complexity and confusion of the Mercer Island code. While this might seem trivial,

it seems that our code is often so difficult to understand. I hear so many people complain about it. I complain about it. If there are to be two different retail space requirements for Town Center properties going forward, the possible resulting confusion should be determined to be very much worth it.)

New terms:

1. A new term is needed to refer to the types of businesses allowed along the pink lines. The term should be defined in MICC 19.16. (Rationale: Listing “restaurants, retail, and personal services” every time we refer to this commercial requirement both in the code and in our everyday discussion is too cumbersome. If such a term is determined, it should be substituted into the draft code at appropriate places. A suggestion: “special commercial uses”. A separate definition lends itself to periodic amendment, and I do think amendment of the list of business types is needed soon, though not immediately for this effort.)
2. “Assessed value” should be defined in MICC 19.16. (Rationale: The way this idea is currently expressed in the draft code is cumbersome. The concept is probably used in other areas of the City Code and should be defined.)
3. “Gross lot area” should be defined in MICC 19.16. (Rationale: The term used in the draft, “gross lot area as provided by King County”, is a little vague. King County what? What is “gross lot area”? Maybe this concept is used in other areas of the City Code and should be defined.)

Recommendations to the Council:

1. Direct the staff to study and recommend a more effective definition of the types of uses desired. (Rationale: It is too limited to allow only restaurants, retail, and personal services. Each of these three uses is defined in MICC 19.16. “Restaurant” and “retail” definitions are probably adequate, but “personal services” is not sufficient to the task. The definition is “A business that provides services relating to personal grooming and health. Uses include barber shops, hair stylists, spas, fitness centers and nail salons.” I think that these limits will ensure a fairly boring Town Center.

The existing categories do not allow for any number of creative and interesting options that the future could bring for our residents. Who knows what these options would be? Probably not us! What about art galleries, entertainment, amusements, pet groomers, etc.? Subbing in the existing code definition for the more general term “services” will not work either unless we would like a mortuary and a continuation of the plethora of financial and health services that we now see in the Town Center.

There should probably be some flexibility, as we are not going to be able to define perfectly what types of businesses should be allowed. Perhaps a code deviation could be included with criteria for acceptance. Perhaps the Design Commission could review such applications.

This is a complicated question, should involve evaluating what other cities are successfully doing, and is something best addressed by staff and consultants, as needed. This should be done as soon as possible.

(Please note: There is a definition for service (gas) stations that is separate from the definition of retail. Our limits on types of commercial use, so far, would not allow a gas station along a pink line. Redevelopment would *require removal* of the gas station. This adds importance to the suggestion to remove the pink lines from the gas station properties, if we hope to keep them.)

2. Direct staff to conduct the same sort of data analysis completed for this project, every five years or at other suitable interval. (Rationale: Uncertainty calls for more frequent assessment, as desires and economic conditions change. Updated information can inspire changes to plans and regulations to keep the Town Center vital and satisfying to residents.)

3. Assess the access and accommodation needs in the Town Center for walkers, bikers, etc., i.e. multi modes of transit. It might have been best to accomplish this in concert with the parking study, so as to generate solutions that fit multiple needs. I mention this here only because of the Commission's concern and considerable discussion about parking and because the parking study will soon be under way.

(Rationale: The Town Center Parking Study provides in its opening background that the Town Center Vision calls for "a pedestrian friendly downtown featuring a variety of outdoor spaces, building types, business uses, and housing options and acting as the heart of Mercer Island". The Parking Study focuses only on accommodating the need to park vehicles. Is there an effort planned in the near future to address other modes of transit and thereby fulfill the Comprehensive Plan goals and policies in this regard?

It might be that studying the accommodation of one type of locomotion separate from the others could tend to create a study in a silo and that this might not produce the synergy and coordination of a study of accommodations for cars, bikes, and pedestrians, all at once. Still, I think it is great that the parking study is being undertaken and its scope otherwise seems very good. There should be, however, an accompanying effort to figure out how to meet the vision of the Town Center as a pedestrian and biker-friendly space and to meet Comprehensive Plan goals for multi-modal transportation in the Town Center.)

**CITY OF MERCER ISLAND
ORDINANCE NO. 21C-28**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON;
AMENDING MICC 19.11.020(B) TO REVISE THE STANDARDS AND
REQUIREMENTS FOR TOWN CENTER RETAIL REQUIREMENTS;
REPEALING THE TOWN CENTER MORATORIUM ADOPTED BY
ORDINANCE NO. 21C-27; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City adopted Ordinance No. 20-12 on June 2, 2020, implementing a six-month moratorium pursuant to RCW 35A.63.220 and RCW 36.70A.390 on the submission of applications for any building permits or any other land use approvals for Major New Construction as defined in MICC 19.16.010 for properties located within the Town Center (TC) zone at Mercer Island south of SE 29th Street; and

WHEREAS, after the public hearing on the above referenced moratorium, the City adopted Ordinance No. 20-18 on September 1, 2020, amending Ordinance No. 20-12 to reduce the size of the geographic area subject to moratorium to the Town Center (TC) zone at Mercer Island south of SE 29th Street, east of 77th Avenue SE, and west of 80th Avenue SE, and to include additional findings of fact; and

WHEREAS, the City Council has extended the effective period of Ordinance No. 20-12 most recently on November 16, 2021 through Ordinance No. 21C-27 following a public hearing, and the most recent extension extends the moratorium into June 2022; and

WHEREAS, protecting and expanding Mercer Island's retail sector is of utmost importance to maintaining and improving the quality of life and emergency preparedness by providing local access to goods and services that are necessary to meet the daily need of residents; and

WHEREAS, the City Council finds that the current Town Center retail requirements for Major New Construction may result in diminishment of such space, lead to Mercer Island being underserved long term and therefore unable to meet future demand; and

WHEREAS, the City Council desires to adopt permanent standards and requirements for Town Center retail requirements; and

WHEREAS, the City Council hereby finds that the actions set forth below are necessary to protect and expand Mercer Island's retail sector and preserve public peace, health, safety, and welfare;

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

Section 1. Whereas Clauses Adopted. The “Whereas Clauses” set forth in the recital section above are hereby adopted as the findings of the City Council for passing this ordinance.

Section 2. Repeal and replacement of Mercer Island City Code (MICC) 19.11.020(B). MICC 19.11.020(B), Required Street Frontage Commercial Uses, is hereby repealed and replaced as set forth in Exhibit A to this ordinance.

Section 3. Repeal of Town Center Moratorium. With the adoption in Section 2 of a new MICC 19.11.020(B) revising the standards and requirements for Town Center retail requirements, the current (partial) Town Center moratorium is no longer necessary. Ordinance No. 21C-27 is, therefore, hereby repealed in its entirety.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance or its application to any other person, property or circumstance.

Section 5. Publication and Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

Passed by the City Council of the City of Mercer Island, Washington, at its regular meeting on December 7, 2021 and signed in authentication of its passage.

CITY OF MERCER ISLAND

Benson Wong, Mayor

Approved as to Form:

ATTEST:

Bio Park, City Attorney

Andrea Larson, City Clerk

Date of Publication: _____

Exhibit A
To Ordinance No. 21C-28

MICC 19.11.020(B) is repealed in its entirety.

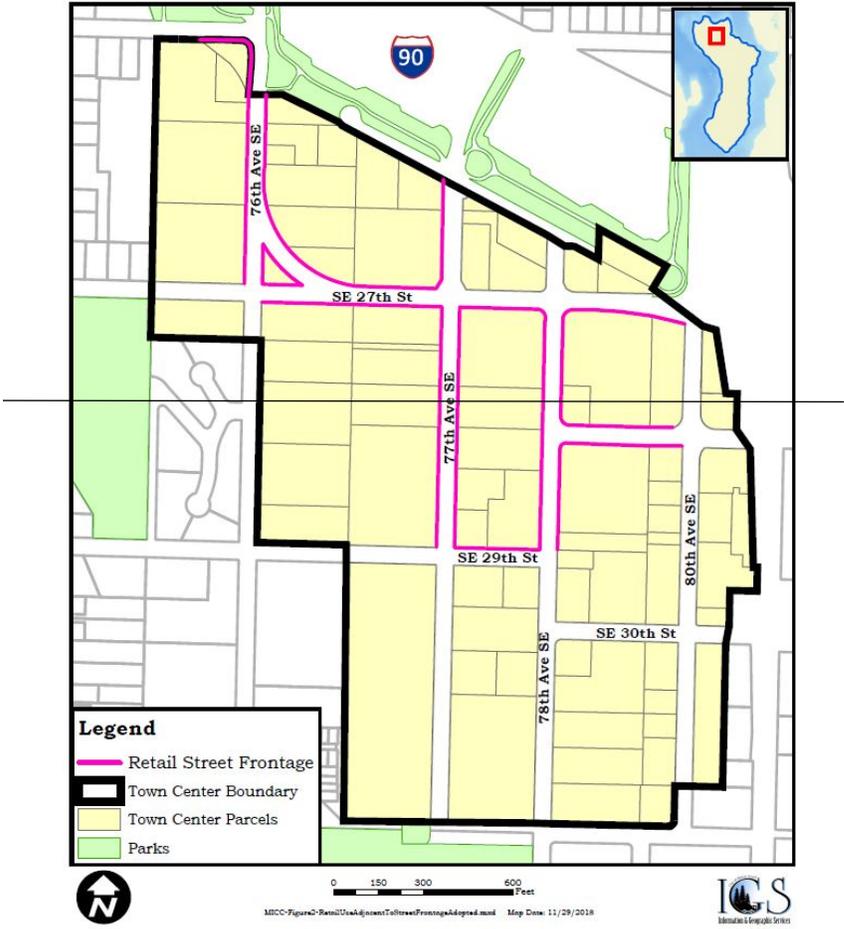
~~B. *Required ground floor uses.* Retail, restaurant or personal service uses are required along retail street frontages as shown on Figure 2.~~

- ~~1. If public parking is provided pursuant to MICC [19.11.130](#)(B)(5), then the following applies:

 - ~~a. A minimum of 40 percent of the ground floor street frontage shall be occupied by one or more of the following permitted uses: retail, restaurant, and/or personal service use.~~
 - ~~b. A maximum of 60 percent of each ground floor street frontage can be occupied by the following uses: hotel/motel, personal service, public facility, or office.~~
 - ~~c. Driveways, service and truck loading areas, parking garage entrances and lobbies shall not be included in calculating the required percentages of ground floor use.~~~~
- ~~2. If public parking is not provided pursuant to MICC [19.11.130](#)(B)(5), then the following applies:

 - ~~a. A minimum of 60 percent of the ground floor street frontage shall be occupied by one or more of the following permitted uses: retail, restaurant, and/or personal service use.~~
 - ~~b. A maximum of 40 percent of each ground floor street frontage can be occupied by the following uses: hotel/motel, personal service, public facility, or office.~~
 - ~~c. Driveways, service and truck loading areas, parking garage entrances and lobbies shall not be included in calculating the required percentages of ground floor use.~~~~
- ~~3. No use shall occupy a continuous linear street frontage exceeding 60 feet in length. The design commission may approve up to an additional six feet in length if the use incorporates a feature to promote pedestrian activity, including but not limited to: an additional pedestrian entrance onto a sidewalk or through-block connection, or additional ten percent transparency beyond the requirement of MICC [19.11.100](#)(B)(1)(b).~~
- ~~4. The minimum required depth of storefronts along retail street frontages is 16 feet.~~

Figure 2 — Retail Use Required Adjacent To Street Frontages

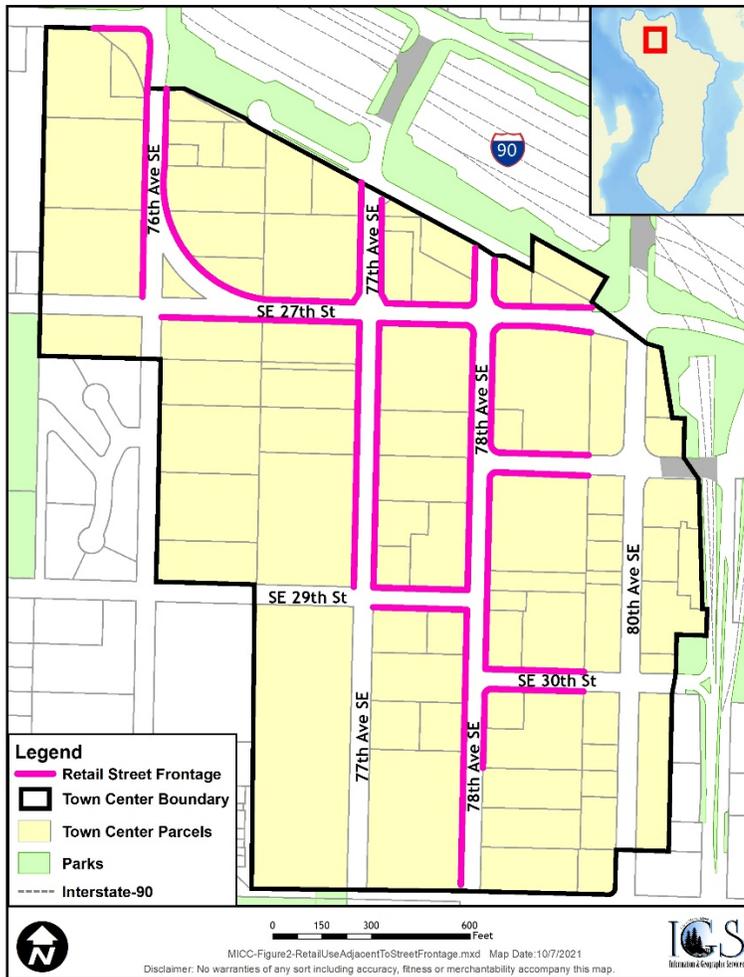


A new MICC 19.11.020(B) is adopted as follows:

B. Required Street Frontage Commercial Uses.

1. Retail, restaurant or personal service commercial uses are required adjacent to street frontages as shown on Figure 2.

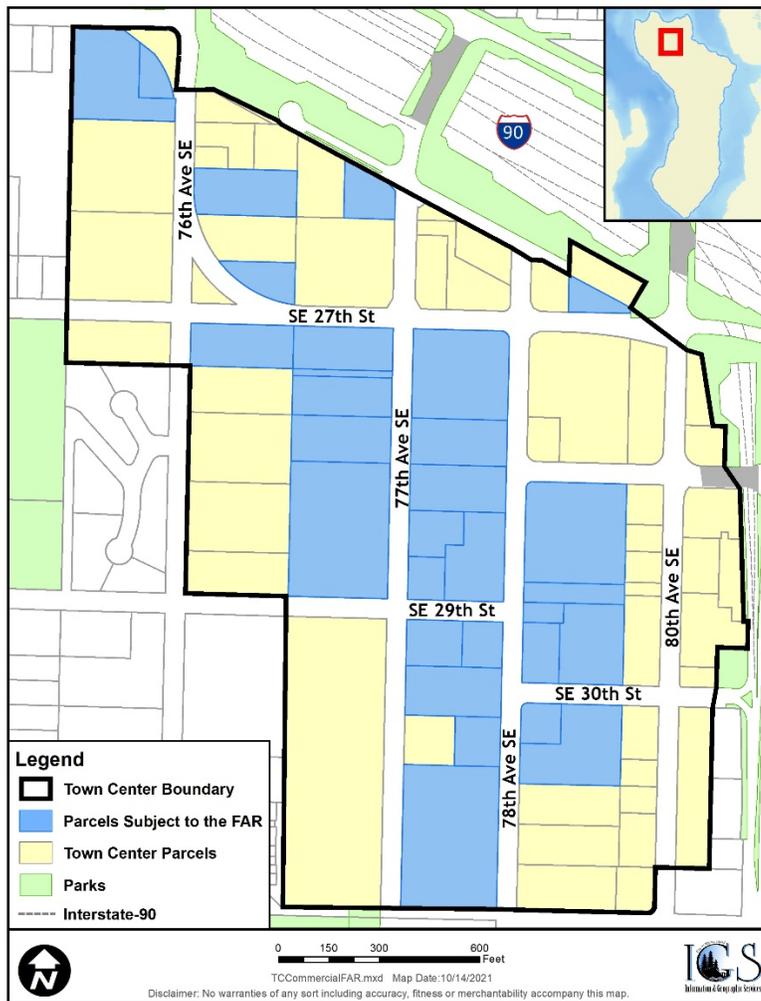
Figure 2 - Commercial Uses Required Adjacent to Street Frontages



- a. No commercial use shall occupy a continuous linear street frontage exceeding 60 feet in length. The design commission may approve up to an additional six feet in length if the use incorporates a feature to promote pedestrian activity, including but not limited to: an additional pedestrian entrance onto a sidewalk or through-block connection, or additional 10 percent transparency beyond the requirement of MICC [19.11.100\(B\)\(1\)\(b\)](#).
- b. The minimum required depth of commercial uses along street frontages is 16 feet.

2. The identified parcels as shown on Figure 3 are required to provide a minimum Floor Area Ratio (FAR) equivalent to 0.2623 of the gross lot area as provided by King County for retail, restaurant or personal service commercial uses adjacent to street frontages upon redevelopment equal to or greater than 50% of the current total assessed value as determined by King County.

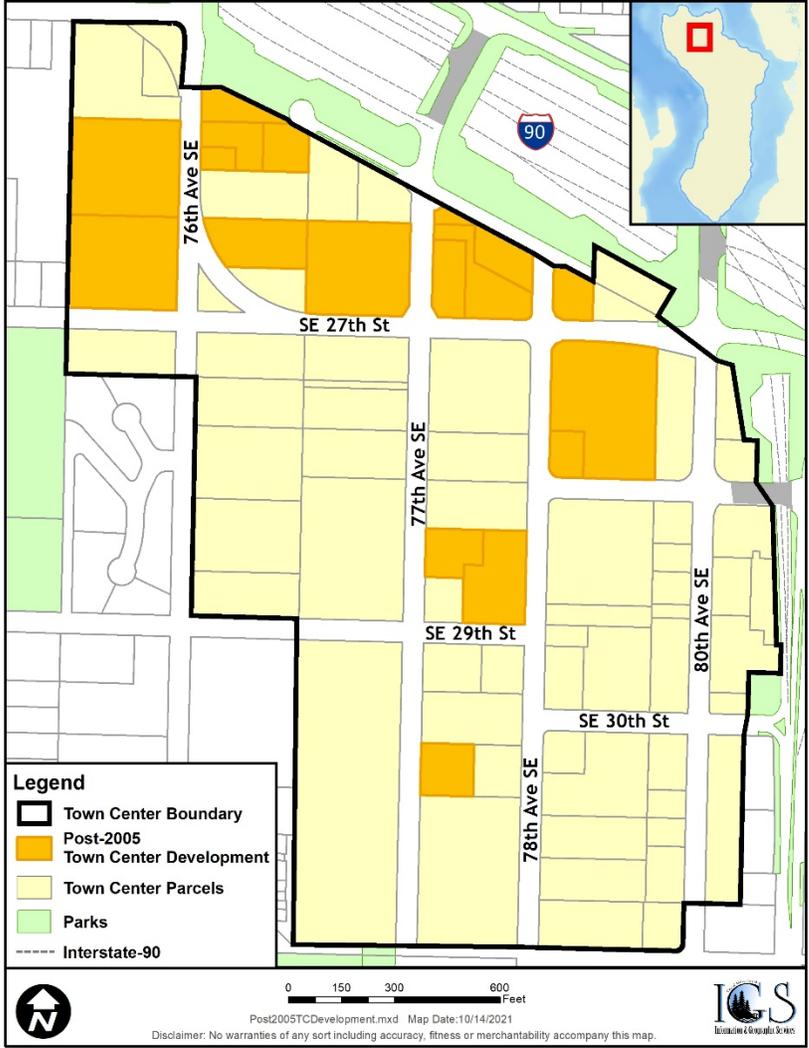
Figure 3 - Parcels Subject to FAR Requirement for Commercial Uses



- a. When a FAR calculation results in a fraction, the fraction shall be rounded to the nearest whole number as follows:
 - i. Fractions of 0.50 or above shall be rounded up to the closest whole number; and
 - ii. Fractions below 0.50 shall be rounded down to the closest whole number.
3. The identified parcels as shown on Figure 4 are required to provide a no net loss of existing floor area for retail, restaurant or personal service commercial uses

adjacent to street frontages upon redevelopment equal to or greater than 50% of the current total assessed value as determined by King County.

Figure 4 - Parcels Subject to No Net Loss for Commercial Uses





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5956
November 16, 2021
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 5956: 2022 Community Event Series on Diversity, Equity, and Inclusion	<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:	Direct City staff to prepare a \$60,000 appropriation request to include in the mid-biennial budget amendment on December 7 in support of a 2022 community event series on diversity, equity, and inclusion in partnership with ONE MI and Do the Work MI.	

DEPARTMENT:	City Manager		
STAFF:	Benson Wong, Mayor Jessi Bon, City Manager Merrill Thomas-Schadt, Senior Management Analyst		
COUNCIL LIAISON:	Benson Wong	Choose an item.	Choose an item.
EXHIBITS:	1. ONE MI – DTW MI Initial Proposal		
CITY COUNCIL PRIORITY:	n/a		

AMOUNT OF EXPENDITURE	\$ TBD
AMOUNT BUDGETED	\$ TBD
APPROPRIATION REQUIRED	\$ TBD

SUMMARY

The purpose of this agenda bill is to discuss a possible partnership involving the City of Mercer Island and two Mercer Island community-based groups, ONE MI and Do the Work MI. The purpose of such a partnership is to work collaboratively to promote conversations around diversity, equity, and inclusion on Mercer Island through a 2022 community event series. ONE MI and Do the Work MI will volunteer their time to facilitate the community event series and the City will provide financial and contract administration for the event series.

BACKGROUND

The death of George Floyd in the spring of 2020 prompted a national shift in the public discourse on racism and social justice. As in many communities across the United States, Mercer Islanders demonstrated their commitment to combating discrimination by taking part in peaceful assembly, speaking out in public forums, and engaging their City Council.

The City Council has shown support for matters of diversity, equity, and inclusion by participating in cultural competency training, supporting a range of community events such as Juneteenth and Sukkot, and issuing public proclamations including the following most recent proclamations:

- [Renewed Commitment to Diversity, Equity, and Inclusion](#) (June 10, 2020)
- [Black History Month](#) (February 2, 2021)
- [Women’s History Month](#) (March 16, 2021)

At the June 16, 2020 City Council meeting, the Council directed the City Manager to begin exploring options for cultural competency training for the City Council and community listening sessions for the public.

At the August 4, 2020 City Council meeting ([see AB5738](#)), the Council adopted a goals statement with regard to the proposed community listening sessions, which included the intention for those sessions to guide future community actions around race, racism, diversity, and inclusion.

At the October 20, 2020 City Council meeting ([see AB5764](#)), the Council appropriated \$20,000 for the cultural competency training for Councilmembers and the community listening sessions. Based on this direction, City staff began to reach out to community members, trusted partners, and professional consultants to prepare training and programming options.

The City Council and a majority of the City’s board and commission members completed a cultural competency training session in November and December 2020. The COVID-19 pandemic impacted staff progress on planning the community listening sessions and this work did not commence until the summer of 2021.

In August of 2021, the Mayor and City Manager connected with ONE MI and Do the Work MI to discuss their interest in collaborating with the City on an event series to engage the community on topics related to diversity, equity, and inclusion on Mercer Island. Members of ONE MI and Do the Work MI expressed an interest in partnering and supporting this work.

PARTNERS

ONE MI and Do the Work MI are Mercer Island-based community groups who have been active for several years engaging Islanders on matters of race, equity, and social justice in various ways: coordinating public art displays and events, sharing resources on social media, organizing book group discussions, and through other means.

ONE MI focuses on “fostering positive identity for children of color, supporting families of color, and advancing equity in the Mercer Island community.” Do the Work MI (DTW MI) is “a group of white women committed to eliminating anti-Black racism by examining our whiteness, our role in perpetuating racist structures, and using our knowledge to promote racial equity and condemn and counteract anti-Black racism.”

If the appropriation request is approved by the City Council, members of ONE MI and Do the Work MI intend to partner with the City by volunteering their time to coordinate and host the community event series on diversity, equity, and inclusion. They will make recommendations on potential speakers and topics and help with the logistics for each of the events. Contracts with speakers, consultants, and any other services related to the community event series will be with the City and administered by City staff.

PROJECT PROPOSAL

The project proposal includes goals and expected outcomes and an outline of topics to be covered (see Exhibit 1). Goals for the community conversations series include:

- To offer space for conversations that expand understanding of diversity, equity, and inclusion to the Mercer Island community.
- To provide support for underrepresented families through conversation and opportunities for community connection.
- To offer a variety of events that meet the needs of different age groups and demographics.

The series will include up to six sessions throughout 2022, with the intention of increasing awareness of issues of racism and inequity, sharing real-life experiences, providing tools & resources, and promoting the value of a diverse Mercer Island community. Potential themes to explore during sessions include:

- Connection for multiracial families
- Navigating microaggressions and creating space to connect and reflect
- An oral history workshop to better understand the connection of descent and identity
- Community inclusion strategies, and how diversity strengthens community

The format of each session may include group discussion, engagement activities, and hard-copy materials provided to participants.

Sessions will be provided through the Zoom virtual platform and potentially at in-person events as COVID-19 protocols and guidance allow.

Preliminary budget considerations include speaker costs (fees and travel), accommodations for hearing or visually impaired participants, Zoom support, and supplies (if needed). Speaker fees have yet to be explored, but will likely range from \$3,000 to \$5,000 per speaker.

The City intends to contract for Zoom support services for the community event series, consistent with current practices for public meetings and large engagements. The City estimates \$2,000 to \$5,000 for professional Zoom support services per event depending on the complexity of the engagement, the number of technicians needed, and the amount of advance prep work required for the event. Staff and volunteers may be able to assist with Zoom support to offset these costs.

The appropriation request is not to exceed \$60,000 for the proposed 2022 event series.

COMMUNICATION

Promotion of the series will be shared between ONE MI and DTW MI and City communications platforms (social media, the City's calendar webpage, the MI Weekly newsletter).

Members of ONE MI and DTW MI will present an outline of the session schedule, topics to be covered, and featured speakers to the City prior to commencement of the community event series.

Measurables from the series will include the number of attendees, level of engagement during sessions (in question & answer periods or breakout groups), demographic diversity of participants (by anonymous poll or check-in information), and a summary of outcomes and suggestions to guide future community actions around race, racism, diversity, and inclusion. Post-event surveys and evaluations will be conducted as part of

each session. This information will be compiled and presented to the City Council at two check-ins, one at the mid-point of the event series and the other at the conclusion of the series.

NEXT STEPS

With City Council's support of the series' proposal, staff will include the appropriation request as part of the mid-biennial budget adjustment process in an amount not to exceed \$60,000.

Cultural Competency Training

The City Council appropriated \$20k in 2021 and 2022 to continue providing annual Cultural Competency training for City Council members and board and commission members. Feedback from the initial round of cultural competency trainings in 2020 was mixed and staff would like to discuss the preferred approach with the City Council before resuming work on scheduling these trainings. The staff recommends discussing the vision and goals for the Cultural Competency Training at a Study Session in 2022 or at the February 2022 Planning Session.

RECOMMENDED ACTION

Direct City staff to prepare a \$60,000 appropriation request to include in the mid-biennial budget amendment on December 7 in support of a 2022 community event series on diversity, equity, and inclusion in partnership with ONE MI and Do the Work MI.

ONE MI - DTW MI
Community Conversations about Diversity, Equity and Inclusion

Contacts:

Linda Floyd and Jody Kris (DTWMI)
 Danielle Damasius and Robin Li (ONE MI)

A proposal to collaborate with the City of Mercer Island to organize community events that promote conversations around diversity, equity and inclusion on Mercer Island, organized by Do the Work MI and ONE MI, funded by the City of Mercer Island.

ONE MI is a community organization focused on fostering positive identity for children of color, supporting families of color, and advancing equity in the Mercer Island community.

Do the Work MI is a group of white women committed to eliminating anti-Black racism by examining our whiteness, our role in perpetuating racist structures, and using our knowledge to promote racial equity and condemn and counteract anti-Black racism.

Goals:

- To offer space for conversations that expand understanding of diversity, equity and inclusion in the Mercer Island community
- To provide support for underrepresented families through conversation and opportunities for community connection
- To offer a variety of events that meet the needs of different age groups and demographics

Metrics:

- For each event, an accountability process will help us determine if we are achieving these goals

Inputs	Process	Outcomes
Specific event	Activity/Speaker Number of attendees Level of engagement (in Q&A or breakout groups) Demographic diversity (by Zoom poll or anonymous information sheet by check-in) <ul style="list-style-type: none"> ● Age 	Post-event survey/evaluations asking about <ul style="list-style-type: none"> ● Quality of event/responses ● Insights or information learned ● Interest in future events

	<ul style="list-style-type: none"> ● Self-identification by <ul style="list-style-type: none"> ○ Race, ethnicity, religion, gender orientation, sexual identity, etc. ● Self-identified interest group <ul style="list-style-type: none"> ○ student, parent, senior, community leader, businessperson, city employee, etc. 	
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Potential Costs:

- Speaker Costs (fees/travel)
- Sign Language Interpretation/Accessibility for Hearing and Visually Impaired
- Books (for book-based events, to offer a certain number of copies free of charge)
- Photocopying (to make articles available to non-tech savvy islanders)
- Event materials and logistics: crafts, food, experiential supplies, and clean up (as needed)
- Space for in-person events **note: when COVID protocols allow, we would like to have a mix of Zoom and in-person programming, assuming*

Proposed Events:

Community Inclusion: Diversity Makes our Community Institutions Stronger

Format: Zoom event featuring a speaker who will present on how equity and inclusion fosters creativity, better outcomes, and success.

Goal: Inspire community institutions to look beyond the same old volunteers to create new pathways for all to contribute to our community well being.

Microaggressions: Why They are Not so Micro

Format: Zoom event featuring a speaker to define microaggressions and their effects

Goal: Increase awareness of what microaggressions are and the detrimental effects they have in our community.

Navigating Microaggressions: Standing up and Speaking Out

Format: Author talk and community-wide book club with a focus on:

- How can we intentionally create community with safe spaces to connect, reflect and heal?
- How do microaggressions impact how I feel about myself?
- What are effective responses when people around me are fixated on race instead of seeing me?
- What can I do to protect myself and the people around me from microaggressions?

Goal: To give POC parents and kids tools for identifying and addressing microaggressions on Mercer Island (all are invited, but focus is providing tools for families of color).

Who I Am/Where I'm From

Format: Oral history workshop

Goal: Teach islanders how to conduct family oral history interviews, to connect with family heritage and better understand how descent and identity intersect.

Transnational Conversations: Connecting Across Generations

Format: Speaker, breakout rooms/discussion groups

Goal: Build understanding and empathy across multigenerational and multinational family experiences of, and beliefs about, race and identity.

Community and Connection for Multiracial Families

Format: Speaker, followed by discussion groups or breakout rooms: cross racial adoption, mixed race families, parents of mixed race heritage

Goal: Prompt conversation, create community, and identify needs for future events
(note: fastest growing ethnic group on MI is mixed race families).



2021 PLANNING SCHEDULE

Item 15.

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, 2021. Items are not listed in any particular order. Agenda items & meeting dates are subject to change.

NOVEMBER 16		DD	FN	CA	Clerk	CM
ABSENCES:						
ITEM TYPE TIME TOPIC				STAFF		
EXECUTIVE SESSION						
90	Potential Litigation/CBA					
SPECIAL BUSINESS						
	AB 5981: Proclamation: Appreciation for Mercer Island Preschool Association			Paul West/Amanda Keverkamp		
CONSENT AGENDA						
--	AB 5972: Payroll Certification for November 5, 2021			LaJuan Tuttle/Jessica Hong		
--	AB 5967: King County North Mercer Interceptor Staging Area Agreements for I-90 Boat Launch and Luther Burbank South Parking Lot			Paul West		
--	AB 5973: 2020 Watercourse Stabilization Project Closeout			Fred Gu		
--	AB 5974: Shop Local Proclamation No. 285			Sarah Bluvas/Andrea Larson		
--	AB 5983: 2022 Legislative Priorities			Jessi Bon		
REGULAR BUSINESS						
60	PUBLIC HEARING (Legal Notice: 11/3/2021 & 11/10/2021) AB 5975: 2021-2022 Mid-Biennial Budget Review <ul style="list-style-type: none"> • Third Quarter 2021 Financial Status Update, • 2022 Property Tax Ordinances • NORCOM 2022 Budget Resolution No. 1604, • 2022 Emergency Services Cost Recovery Resolution No. 1605 (EF Recovery) • First Reading of Ordinance to dissolve the YFS Endowment Fund, and 			Matt Mornick/LaJuan Tuttle		
15	PUBLIC HEARING (Legal Notice: 10/13/2021) AB 5976: Town Center Moratorium Renewal (Ord. No. 21-27)			Jeff Thomas/Sarah Bluvas		
60	AB 5977: Development Code Amendment ZTR21-004 (Ord. No. 21C-28 First Reading)			Jeff Thomas/Sarah Bluvas		
30	AB5956: 2022 Community Event Series on Diversity, Equity, and Inclusion			Mayor Wong/Jessi Bon		

DECEMBER 7		DD	FN	CA	Clerk	CM
ABSENCES:						
ITEM TYPE TIME TOPIC				STAFF		
EXECUTIVE SESSION						
60	Potential Litigation					
SPECIAL BUSINESS						
	Resolutions of Appreciation for Mayor Wong					
CONSENT AGENDA						

--	AB xxxx: Development Code Amendment ZTR21-004 (Ord. No. 21x-xx Second Reading)	Sarah Bluvas
--	AB xxxx: Approval of the Police and Support CBAs	Rachel Turpin
--	AB xxxx: Resolution Confirming Appointment of the Municipal Court Judge	Jessi Bon
--	AB xxxx: Interlocal Agreements with Medina and Hunts Point for Marine Patrol Services	Chad Schumacher
REGULAR BUSINESS		
15	AB xxxx: Outdoor Dining Interim Regulations Renewal (Ord. No. 21C-25)	Sarah Bluvas
30	AB xxxx: 2021-2022 Mid-Biennial Budget Adjustments <ul style="list-style-type: none"> • 2022 Utility Rate Resolutions • Ordinance amending 2021-2022 Budget 	Matt Mornick/LaJuan Tuttle
30	AB xxxx: Development Fee Resolution	Jeff Thomas
60	AB xxxx: Comprehensive Plan / Development Code Amendment Docket 2022 (Res. No. xxxx)	Alison Van Gorp
30	AB 5980: Ordinance Amending Chapter 7.04 MICC – Animal Code (Ord. No. 21C-18 Third Reading) (tentative)	Bio Park
EXECUTIVE SESSION		

DECEMBER 21 (POTENTIALLY CANCELED)					DD	FN	CA	Clerk	CM
ABSENCES:									
ITEM TYPE TIME TOPIC							STAFF		
STUDY SESSION									
CONSENT AGENDA									
REGULAR BUSINESS									
EXECUTIVE SESSION									

JANUARY 4, 2022					DD	FN	CA	Clerk	CM
ABSENCES:									
ITEM TYPE TIME TOPIC							STAFF		
NO STUDY SESSION									
SPECIAL BUSINESS									
	AB xxxx: Councilmember Oath of Office and Mayor and Deputy Mayor Elections						Andrea Larson/Jessi Bon		
CONSENT AGENDA									
--	AB 5971: Comprehensive Plan Amendment – Land Use Map CPA21-001 (Ord. No. 21-26 Second Reading)						Jeff Thomas/Alison Van Gorp		
REGULAR BUSINESS									
45	AB xxxx: King County Clean Water Plan Elected Officials Workshop (Discussion only)						Jason Kintner		
30	AB xxxx: Discuss City Council meeting start times						Jessi Bon		
EXECUTIVE SESSION									

60	Potential Litigation
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JANUARY 18, 2022		DD	FN	CA	Clerk	CM
ABSENCES:						
ITEM TYPE TIME TOPIC				STAFF		
STUDY SESSION						
60	Joint Meeting with Parks and Recreation Commission: PROS Plan Hand-Off			Jessi Bon/Jason Kintner		
SPECIAL BUSINESS						
CONSENT AGENDA						
REGULAR BUSINESS						
60	AB xxxx: Draft ADA Transition Plan			Jason Kintner/Patrick Yamashita/Lia Klein		
30	AB xxxx: 2022 City Council Liaison Appointments			Mayor/Deputy Mayor Andrea Larson		
15	PUBLIC HEARING (Legal Notice: 12/15/2021) AB xxxx: Outdoor Dining Interim Regulations Renewal (Ord. No. 21C-25)			Sarah Bluvas		
EXECUTIVE SESSION						

FEBRUARY 1, 2022		DD	FN	CA	Clerk	CM
ABSENCES:						
ITEM TYPE TIME TOPIC				STAFF		
CONSENT AGENDA						
REGULAR BUSINESS – Check with Jessi or Andrea before adding to Regular Business						
EXECUTIVE SESSION						

FEBRUARY 4 & 5, 2022		DD	FN	CA	Clerk	CM
ABSENCES:						
ITEM TYPE TIME TOPIC				STAFF		
PLANNING SESSION						
	Topics TBD					