



CITY OF MERCER ISLAND

CITY COUNCIL REGULAR HYBRID MEETING

Tuesday, July 19, 2022 at 5:00 PM

MERCER ISLAND CITY COUNCIL:

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

LOCATION & CONTACT:

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

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

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

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

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

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

Join by Telephone at 5:30 PM (Appearances will start sometime after 5:30 PM): To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **865 5672 7704** and Password **730224** if prompted.

Join by Internet at 5:30 PM (Appearances will start sometime after 5:30 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 **865 5672 7704**; Enter Password **730224**
- 4) The City Clerk will call on you by name or refer to your email address when it is your turn to speak.
Please confirm that your audio works prior to participating.

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

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

MEETING AGENDA - REVISED

EXECUTIVE SESSION

1. 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, 5:30 PM

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

STUDY SESSION

1. AB 6118: Town Center Parking Study Check-in

Recommended Action: Receive presentation on preliminary findings of the Town Center Parking Study and provide initial feedback on preferred alternatives.

SPECIAL BUSINESS

2. AB 6125: 2021 Community Member of the Year

Recommended Action: Proclaim Avi Schiffmann as the 2021 Community Member of the Year.

CITY MANAGER REPORT

APPEARANCES

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

CONSENT AGENDA

3. AB 6116: July 7, 2022 Payroll Certification

Recommended Action: Approve the July 7, 2022 Payroll Certification (Exhibit 1) in the amount of \$999,515.04 and authorize the Mayor to sign the certification on behalf of the entire City Council.

4. Certification of Claims:

A. Check Register 212320-212453 | 7/8/2022 | \$1,040,147.12

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.

5. City Council Meeting Minutes of the July 5, 2022, Regular Hybrid Meeting

Recommended Action: Approve the minutes of July 5, 2022, Regular Hybrid Meeting.

6. AB 6119 - An Ordinance Amending MICC Ch. 9.30 (Second Reading Ord. No. 22C-10)

Recommended Action: Adopt Ordinance No. 22C-10, Amending MICC Ch. 9.30, Relating to Park Rules.

7. AB 6115: Update on Community Conversations Series

Recommended Action: Receive Report. No action necessary.

8. AB 6109: Interlocal Agreement with MISD for Mental Health Counseling Services

Recommended Action: Authorize the City Manager to sign the interlocal agreement with the Mercer Island School District substantially in the form attached as Exhibit 1 to AB 6109.

9. AB 6112: Water Meter Replacement Program Bid Award

Recommended Action:

1. Authorize the City Manager to execute a contract with Ferguson Enterprises, LLC, a Washington-based company, substantially in the form hereto attached as Exhibit 1, for the deployment and implementation of the Water Meter Replacement project, in an amount not to exceed \$5,101,745 over a two-year period, with future year funding contingent on Council budget approval.

2. Appropriate \$3,252,916 from the Water Fund to increase total project funding not to exceed \$7,352,916.

10. AB 6114: Appropriation for Lobbyist Services

Recommended Action:

1. Authorize the City Manager to negotiate and execute a contract with Federici, Esser, and Gallagher, a Washington-based partnership, for professional lobbyist services; and
2. Appropriate \$30,000 for lobbyist services through 2022.

REGULAR BUSINESS

11. AB 6117: City Manager Annual Performance Review

Recommended Action: Accept City Manager Jessi Bon's performance review and award \$2,500 through the Employee Recognition Program for her work from May 2021 through April 2022.

12. AB 6122: A public hearing and first reading of Ordinance No. 22C-14 (renews Ordinance No. 21C-23) on interim regulations in MICC 19.16.010 related to emergency shelters and housing, transitional housing, and permanent supportive housing in response to E2SHB 1220.

Recommended Action: Conduct the Public Hearing and first reading of Ordinance No. 22C-14 and set the second reading and adoption on September 6, 2022.

13. AB 6126: ARCH Revenue Options Focus Group Delegates

Recommended Action: Appoint Councilmember(s) _____ as members of the ARCH Revenue Options Focus Group.

14. AB 6123: Climate Action Plan Update

Recommended Action: Receive report on Climate Action Plan progress to date and provide initial direction on the draft goals and actions, updated project schedule, and draft survey questions.

15. AB 6121: Second Reading and Adoption of Parks Levy Renewal Ordinance (Ord. No. 22-13); and Statement of Intent to Not Impose Two Parks Levies (Resolution. No. 1628) Added 7/14/22

Recommended Action:

1. Adopt Ordinance No. 22-13, providing for the submission on the November 8, 2022 election, a ballot proposition authorizing the City to lift the levy limit established in RCW 84.55.010 to pay for costs of maintaining and operating City parks, open spaces, and recreation facilities, and to fund playground replacements, operations and maintenance of Luther Burbank Park, and forest restoration at Pioneer Park and Engstrom Open Space.
2. Adopt Resolution No. 1628, expressing the City's intent to not impose two parks levies for 2023.

16. AB 6124: Parks Levy Pro and Con Committee Appointments (Res. No. 1629)

Recommended Action: Approve Resolution No. 1629 appointing members to the parks levy pro and con committees.

17. AB 6120: Bike Skills Area Update & Appropriation Request

Recommended Action: Appropriate \$75,000 from the Capital Improvement Fund balance to enter into a professional service agreement to begin 30% design of a Bike Skills Area in Deane's Children's Park to include a community engagement process and review of the 30% design by the Parks and Recreation Commission.

OTHER BUSINESS

18. Planning Schedule

19. Councilmember Absences & Reports

ADJOURNMENT



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6118
July 19, 2022
Study Session

AGENDA BILL INFORMATION

TITLE:	AB 6118: Town Center Parking Study Check-in	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Receive presentation on preliminary findings of the Town Center Parking Study and provide initial feedback on preferred alternatives.	

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations Jeff Thomas, Interim Director, CPD Mike Seifert, Operations Commander, MIPD Sarah Bluvas, CIP Project Manager
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Town Center Parking Study Project Scope 2. June Parking Data Collection Summary 3. Town Center Parking Study Public Participation Plan
CITY COUNCIL PRIORITY:	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.

AMOUNT OF EXPENDITURE	\$ 80,000
AMOUNT BUDGETED	\$ 80,000
APPROPRIATION REQUIRED	\$ 0

EXECUTIVE SUMMARY

The purpose of this agenda bill is to provide an update on the Town Center Parking Study, including preliminary findings, and to receive initial direction and feedback from the City Council on preferred alternatives.

- The City Council approved \$80,000 in the 2021-2022 biennial budget to conduct a new Town Center Parking Study (50% funded by General Fund via the Street Fund and 50% funded by Sound Transit Mitigation dollars for study elements related to mitigation impacts).
- During two scoping sessions in May and July 2021, the Council identified three main study goals related to Town Center activation: small business support, resident access to public transportation, and understanding parking supply and use.
- The City selected Walker Consultants to conduct the parking study, and staff have been working with Walker to collect data, develop the public participation plan, and begin engaging the community on this topic via Let’s Talk.

- The presentation will include preliminary findings from data collection in June and July 2022 to inform a working session with the City Council to begin identifying preferred alternatives for recommendations to be included in the final report.

BACKGROUND

Well-planned and sufficient parking and access is vital to the success of the Town Center economy and the experience of Town Center business owners, patrons, residents, and visitors. Moreover, as the City prepares for the opening of the East Link light rail station, ensuring that residents have access to commuter parking is critical.

The City Council identified the following goals for the Town Center Parking Study:

1. Create a parking program that activates Town Center, supports small businesses, and enhances the Town Center visitor experience.
2. Ensure Mercer Island residents have priority access to public transportation.
3. Determine if on-site commercial and multi-family residential parking is adequately supplied and utilized. Identify options for increasing and/or regulating its use.

After a competitive RFP process that yielded submittals from five qualified firms, the City Council unanimously selected Walker Consultants (“Walker”) to conduct the study. Walker is a global parking and mobility consulting firm with offices in Seattle and around the U.S.

The project team kicked off the Town Center Parking study in March 2022; a summary of major project milestones reached to-date is provided below (see Exhibit 1 for the full project scope).

Gathered Background Information

The project team reviewed City processes and policies as well as Mercer Island Municipal Code (MICC) pertaining to Town Center parking. Their review included:

- MICC Chapters [10.74 Permit Parking](#), [19.11.130 Town Center parking, vehicular and pedestrian circulation](#).
- Mercer Island Comprehensive Plan and Town Center Vision
- Traffic counts (2018)
- 2023-2028 Transportation Improvement Program (TIP)
- Sound Transit project information
- Previous Town Center Parking Study reports
- Public comment submitted to-date via e-mail and the Let’s Talk project page
- 2020 and 2021 Small Business Needs Assessment
- 2022 Community Survey Report

Additionally, the project team interviewed Officer Anna Ormsby to learn more about the parking permit program and Town Center parking enforcement as well as Lia Klein, Transportation Engineer, for information about Town Center traffic safety, curb management, and other street/sidewalk improvements, issues, and plans.

Collected Parking Counts

The data firm IDAX was selected to collect Town Center Parking counts on Wednesday June 8 and Saturday June 11. IDAX first inventoried all on- and off-street parking in the Town Center zone. IDAX then collected on-

street and off-street parking occupancy at 10am, 12pm, 2pm, 4pm, 6pm, and 8pm as well as turnover data (i.e. how long cars stay parked). A “heat map” showing peak utilization at 12pm as well as high-level observations for each inventory hour are included as Exhibit 2; the project team will share more about the data collection strategy and detailed observations during the study session.

Launched Let’s Talk Engagement Features

The project team also launched new community engagement tools for the study on [Let’s Talk](#), including four quick polls and a map for community members to pin locations related to parking issues, areas for opportunity, and ideas. Additional features will be deployed later this summer with other public participation opportunities (Exhibit 3).

Visited Town Center

The project team visited Town Center in late June to further understand the study area, collect on-the-ground observations, and meet with Councilmembers to learn more about their primary concerns and high-level desires for study outcomes and recommendations. General observations include the following:

- There are many upcoming changes in Town Center with new developments that will impact parking and require greater access to Town Center restaurants/retail and transit. This includes better infrastructure for walking and biking as well as traffic calming.
- There is parking available in Town Center but not necessarily where there is the most demand for parking.
- Some private parking garages (especially in areas of high parking demand) are underutilized.
- There is a lack of regular parking enforcement of time limits.
- There are several underutilized private lots and garages that offer opportunities for shared parking with the public and zoning reforms to encourage redevelopment of these assets.
- Commercial delivery is occurring in parking spaces and in turning lanes, which causes safety hazards.
- There are opportunities for street calming and greater access through active mobility.
- The Park and Ride lot was underutilized, but that is likely due to current “work from home” practices and trends due to the COVID-19 pandemic.

ISSUE/DISCUSSION

STUDY SESSION DISCUSSION

At the Council meeting on Tuesday, the project team will share preliminary findings from the data collected in June and facilitate a discussion with the City Council on the following topics:

- Updating parking time limits and enforcement;
- Expanding short-term parking and loading;
- Parking code reforms to allow new development on underutilized lots (such as reducing or eliminating the parking requirement for restaurants or private parking agreements);
- Shared parking between private garages for public access to maximize existing assets;
- Improved parking wayfinding and signage;
- Traffic calming and street reconfiguration to improve walking and biking connections to transit; and
- Monitoring Park and Ride utilization and providing greater access to transit for residents by improving bus or shuttle connections.

PUBLIC PARTICIPATION PLAN

Additionally, the project team will update the City Council on the Public Participation Plan (Exhibit 3) and timeline for engagement through the summer and into early fall.

NEXT STEPS

The project team will return for a second study session on October 4, 2022, to share the draft study report with the City Council and receive additional feedback to inform development of the final recommendations. The final report will be complete by the end of the year.

RECOMMENDED ACTION

Receive presentation on preliminary findings of the Town Center Parking Study and provide initial feedback on preferred alternatives.



2101 4th Avenue, Suite 1
Seattle, WA 98121
206.745.9555
walkerconsultants.com

Item 1.

September 9, 2021

Sarah Bluvas
Economic Development Coordinator
City of Mercer Island, Washington
9611 SE 36th Street
Mercer Island, WA 98040

Re: Proposal for 2021/2022 Town Center Parking Study RFP

Dear Ms. Bluvas and Members of the Selection Committee:

The Walker team is excited to submit for your consideration our approach to perform a successful collaboration with the City of Mercer Island (“City”) that will address the goals outlined in Request for Proposals for the Town Center Parking Study. We bring unmatched expertise and experience in parking policy, practical shared parking measures, wayfinding, parking operations, technology, and enforcement, and urban design. We are passionate about helping Mercer Island shape a more livable, equitable, active, and economically vibrant Town Center by unlocking the value of the significant land dedicated to parking.

We understand the City of Mercer Island’s growth, and quality of that growth, is tied to the productivity of its land. As Town Center businesses, residents and development continue to thrive, the City has an ambitious outlook for addressing long-term economic recovery, development, sustainability and vitality of Mercer Island. But many of Mercer Island’s policies reflect the past when driving was the only way to get around and developments had to accommodate all parking demand generated by its activities off-street, within their property site. Parking requirements may be too high and an inability to share parking, too inefficient. With the recognition of growing demands for parking, on- and off- street from new mobility, e-commerce, and business activity — combined with the need to create multimodal access and equity on streets—the City is now in a position to rethink the use and supply of parking, on and off street, to embody the Town Center’s dynamic environment and the interests of the City, stakeholders, and residents.

We will draw on our nationwide experience and expertise. We have spent thousands of hours studying parking and curb use, over decades as the lead author of the International Council of Shopping Center’s (ICSC) and Urban Land Institute’s (ULI’s) Shared Parking Models and publications, and for the past three years, conducting an extensive curbside research and development initiative, independently vetting and testing dozens of tech products to collect millions of curb use data points in cities across the country, to develop curb typologies and implementable curb plans, policies, and fees. We also understand the economics comprehensively, having secured more than \$3 billion in parking-related financing. The team of Walker consultants that has been selected for this project bring expertise in all aspects of the study, including local transit service planning, new mobility management and planning, shared parking, parking operations, enforcement and technology, data collection and analytics, street design and activation of public spaces and streets.

Most essentially for this project, we can take the exciting and make it substantive. Curb management, new technologies, elimination of parking requirements are the new, hot planning trends. Conversations and pilots around the country have been focused on technology and new mobility applications. Talking about the latest “it product” or what “this city is piloting” misses the nitty-gritty work of implementing policies, practices, and designs that are manageable and, at times, must be incremental, but focused on the long-term vision. This is especially true for cities like Mercer Island, where historically the primary use of the curb and vast amounts of off-street parking is to park cars, at no cost, or in some locations not allow parking and give all roadway space to moving vehicle traffic. Activating Town Center will require focusing on actionable and implementable recommendations



based on its land use dynamics and planning design context. We know the policy and are prepared for the tough conversations. Together, we can take the elements that make parking planning and management impactful and exciting, contextualizing them for the Town Center’s reality—real budgets, real staff time, and real practical and political hurdles to get the most productivity out of its streets and significant land dedicated to parking.

Chrissy will serve as the Project Manager to ensure that the City’s and Walker’s quality control and quality assurance standards are met within the scope of work, timeline, and available budget. She has a proven 15-year track record of implementing transportation plans, policies, and funding mechanisms. If you have any questions, please contact us at cmancini@walkerconsultants.com or at (415) 830-8464.

Thank you for considering the Walker team.

A handwritten signature in black ink that reads "Chrissy Mancini Nichols".

Chrissy Mancini Nichols, Project Manager
National Director of Curb Management and New Mobility

A handwritten signature in blue ink that reads "Manuel A. Soto".

Manuel A. Soto, Deputy Project Manager
TDM and Mobility Consultant

Project Team

Company Profile

Walker Consultants is an employee owned, global parking and transportation consulting firm, with twenty offices throughout the US, and locally in Seattle. Walker possesses a strong foundation as an industry leader in all aspects of parking and the curb—planning, operations, policy, design, financing, and technology.

Our parking and mobility planning professionals design and implement programs that are realistic, context appropriate, cost-efficient, and effective at managing the curb, access to business, changing behaviors and increasing the use of alternative modes of transportation. New mobility options present a range of policy and design challenges for our cities and regions, and we have developed thoughtful, creative, and fully integrated transportation solutions based on the needs of local communities.

Our experts have worked in the real world as directors of transportation, planning, and parking at planning organizations, cities, airports, hospitals, and university campus settings. We have created funding and financing mechanisms to support billions of dollars in transportation projects. Our strength is in developing community supported, implementable plans for our clients—large urban cities, metropolitan agencies, transit agencies, suburban cities, small towns, small businesses, and Fortune 500 corporations.

Project Team Bios

We propose the following team for this engagement, all of whom have been working together on similar planning and placemaking engagements over the past four or more years. Full resumes are included as an appendix.

Chrissy Mancini Nichols – Project Management

As Project Manager, Chrissy will work with city staff and stakeholders while managing her team to ensure the success of the project and satisfaction of City staff. Chrissy is a nationally recognized expert in planning and an experienced project manager, with unmatched experience analyzing, and leveraging the nexus between parking policy, economic development, and placemaking for small and large cities. Chrissy is also the National Director of Curb Management and New Mobility Studies at Walker. Chrissy is leading a 3+ year research and development initiative with five pilot cities across the nation to test curb management technology to collect curb use data.

Steffen Turoff – Principal/Senior Advisor

As the Principal in Charge of Planning for Walker’s West Coast offices, Steffen oversees project QA/QC and provides input on the project planning effort. Steffen has managed over sixty municipal parking planning engagements during his seventeen years at Walker, most undertaken by city Economic Development departments. His diverse list of clients ranges from affluent communities such as Beverly Hills, Carmel and San Clemente, California to King County Metro and a master planning effort to share parking among new uses at the Port of Everett’s Waterfront Place Central. In San Clemente, Steffen was involved in a cutting-edge program to share private parking among businesses and the general public. Steffen also works with communities and transit agencies to address issues of planning for and managing commuter parking.

Manuel Soto – Walking and Transit Access/Data Collection/Deputy PM/Local Liaison

An urban designer with over twenty-five years' experience in the transportation planning field, Manuel is an expert on the nexus between walkability, public transportation and parking. A former planning commissioner in a nearby community, Manuel has in depth knowledge of the Puget Sound region's transportation system, having performed over a dozen such studies in the region, from advocating for walking safety and access at Feet First to development of shuttle service operation plans for local employers such as Microsoft, Amazon, Boeing and Expedia, to station access planning for King County Transit and transit master plans for the cities of Seattle, Bellevue and Redmond.

Mallory Baker – Community Engagement Lead

Mallory specializes in results-oriented, empathetic stakeholder engagement and conflict mediation. She has a keen eye for developing meeting and interview formats that generate valuable feedback from key parties and help, rather than hinder, the project process, customizing process based on the unique needs of the communities Walker engages. Mallory stays on the cutting edge of community engagement, from the latest technologies for meetings and surveys to an understanding of how and when in-person, focus groups or public surveys may be the best way to communicate with stakeholders.

Tania Schleck – City Code Regulations/Data Collection

A city planner for several years in an affluent, suburban community prior to joining Walker four years ago, Tania applies her knowledge of ordinances, local government, and transportation to the very issues faced by Mercer Island in communities up and down the West Coast, including shared parking and code analysis.

Jeff Weckstein – Shared Parking Analysis

Jeff is a highly experienced parking planner and traffic engineer who has worked extensively with Institute of Transportation Engineer (ITE) data for parking and traffic to create plans for efficient and implementable sharing of parking in commercial districts, including shared parking studies on Bainbridge Island, Tacoma General Hospital, and Waterfront Place in the Port of Everett.

Jonathan Wicks – Technology and Operations

A Seattle native with nearly fifteen years of experience in municipal parking operations, technology and enforcement, Jonathan knows parking best practices and the opportunities and challenges of the latest parking technologies, including automated parking guidance systems (APGS) that guide the public to find spaces, an increasing popular strategy in large commercial districts. Jonathan would work with our planners to identify operational and technology solutions to achieve Mercer Island's goals for parking.

Bobby Mordenti – Wayfinding and Urban Design

Bobby is an urban designer and transportation planner who applies his knowledge in communities across the country to enhance and create wayfinding and placemaking as part of larger transportation engagements. Bobby's role in Mercer Island will be advising the team on urban design and wayfinding as it relates to the greater goals of the community.

Project Experience

Revitalizing Access in Boulder Project, Boulder, Colorado

The City of Boulder partnered with Walker Consultants, to conduct a sweeping revitalization of core parking and curb access programs citywide including the parking and curbside pricing approach and the Neighborhood Parking Permit (NPP) Program. Phase I of the project, completed in December 2020, comprised of data collection and existing conditions analysis that detailed how parking pricing and policy was misaligned with Boulder’s goals for access, mobility, equity, the environment, and supporting economic and community needs.

Walker led a foundational visioning strategy with staff and leadership, a virtual community engagement strategy that included work sessions with five different boards and commissions and City Council, and work sessions with the local business and property management communities, to discuss how changes to parking and curb pricing and policy would achieve Boulder’s aspirational vision for the future.

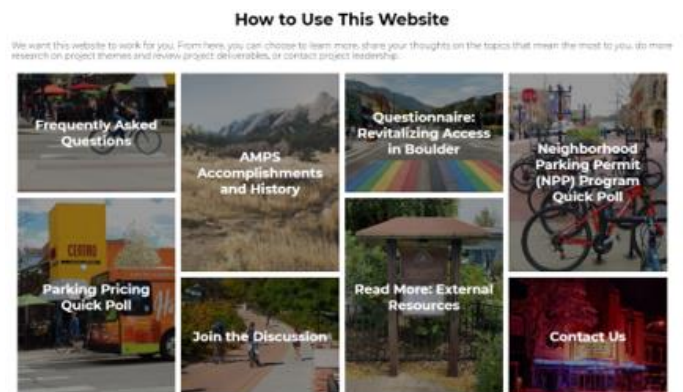
The result of the work, finalized in August 2021, was a full-scale implementation and action plan for new parking and curbside management and pricing strategies, including budget requests, ordinance and policy changes, and administrative, operational, and policy actions.

The innovative community engagement strategy was responsive and resilient in the face of COVID-19 restrictions and included nearly 10,000 participants across the Boulder community using a variety of platforms—a custom-built digital hub (Access4Boulder.com), virtual engagement modules, focus groups, and more.

Walker also proposed a framework for curb access from users beyond parking (commercial delivery, micro mobility, ride hailing, parklets, etc.) to shape the future of the curb and laid out an incremental policy and technology process for implementation.

City Contact Information

Chris Jones, Deputy Director, Community Vitality
 City of Boulder, 1500 Pearl Street, Suite 302 | Boulder, CO 80302
 O: 303-413-7302, email: jonesc@bouldercolorado.gov



Walker’s Digital Hub for City of Boulder, CO Curb Access Management and Parking Strategy <https://www.access4boulder.com/> As part of our digital strategy, we engaged several community and business working groups and use tools such as Mural as digital whiteboards, held online charettes at community meetings, conducted an online survey and quick polls, and created an interactive online website and social media presence to reach the public.

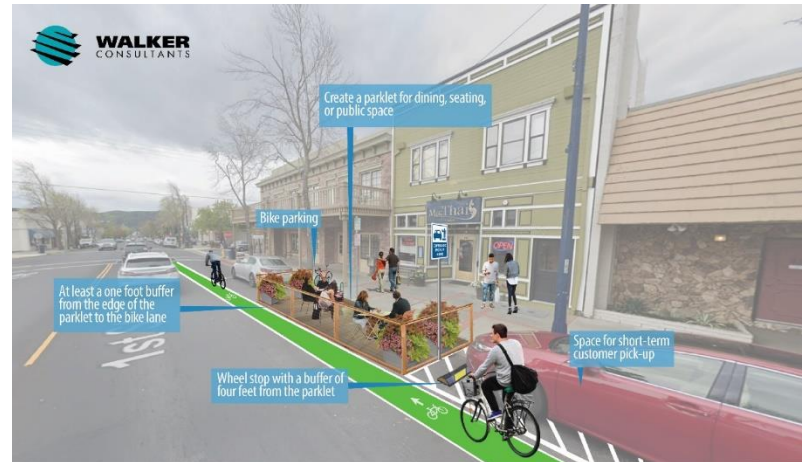
Benicia Downtown Parking and Mobility Plan & Curbside Parklet Program, Benicia, California

Adjacent to both Napa Valley and the Bay Area, Downtown Benicia is a vibrant waterfront, walkable community with unique shops, restaurants, and a thriving arts community. It hosts several popular community events throughout the year, making it a desirable destination for both locals and visitors. The downtown’s primary corridor, First Street, has a significant amount of activity and is directly adjacent to walkable residential neighborhoods. The mix of commercial businesses, scenic views, and access to the water make First Street a

popular destination for pedestrian activity. Wide streets and calm traffic patterns also make First Street an ideal environment for bicycle travel.

The City engaged Walker to provide a comprehensive analysis of downtown parking and transportation, identify options for bike and pedestrian improvements, and implement a parklet/streatery program.

Walker incorporated robust data collection and an extensive online and in-person public outreach campaign to develop a comprehensive set of parking, bike, and pedestrian improvements, streetscape activation and design, and policy updates.



Walker also crafted and implemented the City’s temporary streatery program in response to the COVID-19 pandemic and subsequently the permanent parklet/streatery program, including design standards, regulations, and fees.

City Contact Information

Mario Giuliani, Deputy City Manager
 City of Benicia, 250 East L Street, Benicia, CA 64510
 O. 707-746-4289, email: mGiuliani@ci.benicia.ca.us

City of Sunnyvale Parking Capacity and Code Study, Sunnyvale, CA

The City of Sunnyvale engaged Walker to analyze downtown parking conditions, code and plan regulations, and the capacity of the parking district. The City wanted to understand any misalignment between code requirements and plan goals, how to effectively manage existing parking to make it more convenient, and the ability of the parking district to accommodate current and future uses.

Walker’s analysis included studying supply and demand conditions in the parking district, and examining user groups (visitors, residents, employees), studying the capacity of the parking district to accommodate existing and future uses, identifying misalignment between growth and plan goals and parking requirements, examining the City’s downtown development policies to identify and explore alternative solutions for meeting future downtown parking needs, and identifying the potential for providing additional parking supply in the parking district.

The City of Sunnyvale will be able to balance parking demand between user groups (employees, residents, visitors), right-size parking from a realignment between plan goals and parking requirements, and accommodate future parking needs through proper management, regulations, enforcement, technology, and organizational structures. The City continues to engage Chrissy Mancini Nichols, our proposed Project Manager, to evaluate parking impacts and considerations for new development and shared parking as they occur in Downtown Sunnyvale.

City Contact Information

Michelle King, Principal Planner
 City of Sunnyvale, 456 West Olive Street, Sunnyvale, CA 94086
 O: 408-730-7463, email: mking@sunnyvale.ca.gov

Project Understanding and Approach

Mercer Island’s Town Center, on the north end of the Island, is located at the geographic crossroads of the Island and the Puget Sound Region, with excellent access to Seattle, Bellevue, and beyond, via the I-90 freeway, and the soon-to-open East Link Light Rail transit service, providing even greater access and capacity than the existing commuter bus service.

Informed in part by the recent businesses survey, the City understands that Town Center is at the policy and operational intersection of multiple issues as well, with local businesses stating a desire for ample parking, a request for funding sources to support local businesses, and concerns about commuter parking, while residents want to ensure that commercial and commuter parking does not spill into their neighborhoods.

Previous studies have demonstrated an abundance of physical parking spaces in Town Center, reducing the amount of area that can be devoted to an attractive civic sense of place, which would enhance public space and, by extension, desirability of the business district. The question then becomes the location and allocation of parking spaces vis a vis patrons and employees of the district. How Town Center reached this point necessitates a review of its City Code, and make recommendations to potentially change how the City requires and provides parking in the future. How to move forward productively also likely requires changes to parking regulations, enforcement, and possibly the introduction of new, customer-friendly technologies.

As international shared parking expert, Mary Smith (a 45-year employee of Walker), says about parking, “the destination is the draw (not the parking).” The good news is certainly that Mercer Island is an attractive place to visit local businesses. But although the parking may not be “the draw,” the amount and location of the physical space it occupies makes how, and where, parking is provided crucial for the success – or failure – of place making, “the destination.” Abundant parking can come at the expense of desirable spaces for people. At Walker, we approach our engagements keenly aware of this challenge, and recognize that addressing it effectively in Mercer Island’s Town Center will be a crucial component for the success of the engagement. Our expertise in all things parking and urban design, including the planning, ordinances, enforcement, design, and technologies of parking, ensures that new and existing businesses have adequate parking, while creating opportunities to claim unused space for people.

As with every engagement, key to the success of planning parking and placemaking in Town Center, will be listening to and hearing from the public. We have developed a variety of shared parking ordinances and code changes to provide parking more efficiently and conveniently. We have designed wayfinding and automated parking guidance systems to improve the visitor experience and effectively increase the availability and convenience of parking. Our financial studies have funded more than \$3B in parking financing, and we would be glad to study funding mechanisms related to parking that could support local business.

Ultimately, we approach parking from all perspectives, real estate, design, financial and most of all the human experience. Is parking the highest and best use? If parking is not the draw, what can we create that reclaims parking, draws people in, and encourages them to stay? What does this mean for infrastructure, from the roadway network to invisible utilities below the right of way? Our parklet designs and programs, shared uses for



parking facilities, wayfinding plans, and pedestrian plans have answered these questions for our clients, to maximize their parking, and limited land, and generate infinite imagination of those who seek to come together in public spaces.

Scope of Work

Task 1 - Project Management

Task 1.1 Kick Off Meeting. Walker will conduct a kick-off meeting with the City's project manager and all City and Walker team members to explore project parameters, objectives, purpose, assumptions, and goals. The kick-off meeting will include a discussion of project scope, schedule, and budget. Walker will conduct a site visit to review study area conditions.

Task 1.2. Finalize Scope, Budget, Schedule. Based on the outcomes of the kick-off meeting, Walker will develop and finalize the project scope, schedule, and budget alongside the City's project manager.

Task 1.3. Regular Meetings. Walker will hold regular phone or web meeting check-ins with the City's project manager, and applicable team members.

Task 1.4 Monthly Invoices. Walker uses an internal electronic accounting system, which prepares monthly invoices and progress reports that track schedule and budget. We will issue monthly invoices to the City with summaries of staff work on the project.

Task 2 - Background Studies Review

Walker will conduct a deep-dive review of existing land use, transportation, transit, and parking ordinances and conditions in the study area (the Town Center Zone and North Mercer Restricted Parking District). This includes a review of the following pertinent but studies, but not limited to:

- The three previously completed parking studies:
 - 2008 study by KPG
 - 2015 study by BP Squared
 - 2016 study by BERK Consulting
- Mercer Island Town Center Vision and Goals (Comprehensive Plan)
- 2020 Mercer Island Business Survey Report
- Existing parking enforcement policies and programs
- Existing parking programs on Mercer Island, including the Town Center Commuter parking permit and North Mercer Restricted Parking District permit
- Relevant East Link Extension ridership data to understand potential commuter parking demand



Task 3 - Stakeholder Engagement & Public Input

Task 3.1 Project One-Pager. Walker will create a project one-pager summarizing the project vision and objectives in simple, easy-to-understand language for stakeholders, the community, and other collaborators, in both English and Spanish.

Task 3.2 Community and Stakeholder Engagement Plan. Walker will create a plan detailing core engagement audiences and roles, key areas of influence for each core audience, and methods and timeline for engagement. This plan will be developed in close coordination with the City team.

Task 3.3 Success/Fear Visioning. The start of a project is where we build a shared vision of success together. At the project kickoff meeting with the internal City team, we will use Mural, a unique “digital whiteboard” platform, to envision project successes, fears about the project, and concrete ways to harness those fears. With this tool and the resulting deliverable, called a “Success/Fear Statement”, we will create a clear path towards our desired outcomes, as well as an action plan to alleviate any potential obstacles.

Task 3.4 Project Advisory Committee Meetings. Alongside the City, we will appoint a Project Advisory Committee, comprising Town Center business owners, property owners/managers, residents, interest and advocacy groups, and others. We propose to engage this Committee virtually three times over the course of the project. At the first meeting, we will conduct the Success/Fear Visioning exercise as completed during the kickoff meeting with the internal City team, explained as part of Task 1.1, above. In subsequent meetings, we will share technical progress on the project and gather feedback from the Committee using innovative methods such as World Café exercises, polling tools like Mentimeter, guided discussions, and more.

Task 3.5 Virtual Engagement Modules. Walker will develop a series of simple, creative 15- and 30-minute virtual engagement modules using our Mural and Mentimeter platforms to gather feedback from integral community groups as determined by the City, such as the Chamber of Commerce, the Mercer Island PTA Council, and others. We will create training materials on these modules, presenting up to three (3) options and arming City staff with the tools and information they need to share with additional community groups as needed and desired.

Task 3.6 Social Media Discussion Thread and Polls. Mercer Island’s Facebook page currently has a following equal to about 10% of the total population of Mercer Island—a great achievement! We propose to leverage this active social media presence by creating a series of simple discussion topics and polls to offer readily accessible ways for the community to engage and share opinions and insights.

Task 3.7 City Council Work Session. Walker will prepare for and lead a work session with City Council prior to developing final strategies and recommendations.

Additional Scope

While we believe this base scope of services will facilitate an effective and innovative engagement strategy, we also recommend considering the following additional opportunities, particularly if the City wishes to pursue in-person engagement options.

Optional Task 3.8 Event Booth. Walker will staff a booth at a local event with quick but impactful options for information sharing and gathering input, such as mapping games, digital surveys, or dot voting.

Optional Task 3.9 Hybrid Community Open House. Walker will prepare for and lead a community open house in an open-air or large room environment with various activities to engage on topics integral to the plan, such as parking management and technology options, access and mobility conditions and innovations, and more. The open house will include a virtual access option for people who would like to attend the event but would rather access boards/graphics and provide feedback on their mobile devices.

Task 4 – Parking Supply & Demand Analysis

Task 4.1 Parking Inventory. Walker will conduct an on-site parking inventory of the study area. The inventory will include all on-street and off-street parking facilities in the study area. The inventory will be segmented by parking facility location (block face or off-street parking facility). The inventory will segment the parking supply by time restricted, permitted, and non-regulated parking.

Task 4.2 Parking Occupancy. Walker will conduct parking occupancy counts (number of parked cars) on a typically busy weekday and weekend day. It is anticipated that four counts would be conducted each day (morning at approximately 10:00 a.m., lunchtime at approximately noon, mid-afternoon at approximately 3:00 p.m., and evening at approximately 6:00 p.m.). The dates and times of data collection will be decided in coordination with the City. The occupancy data will be segmented by parking facility location (block face or off-street parking facility).



Task 4.3 Heat Maps. Walker will summarize parking utilization in the study area by creating “heat maps” showing the locations in which parking demand is concentrated and locations with more availability.

Task 4.4 Parking Length of Stay. Walker will use its automated license plate recognition system (LPR) and/or manual field surveyors (whichever is identified as more effective) to collect vehicle length of stay data for the on-street parking supply. The length of stay data will help provide a better understanding of parking user groups, the extent to which time limits are adhered to, and the rate at which vehicles turnover. It is anticipated that length of stay data would be collected hourly from 10:00 a.m. to 7:00 p.m. on a typical weekday.

Task 4.5 Future Development. Based on future development plans provided by the City, Walker will conduct up to three (3) future development scenarios to understand how future development will impact parking demand using the Walker/Urban Land Institute – International Council of Shopping Center Shared Parking Methodology. The future analysis will consider current, projected and desired transportation mode split including bicycle, pedestrian, transit, and transportation networked companies (TNCs).

Task 5 - Regulatory Analysis & Recommendations

Task 5.1 Current Parking Regulations Review. Walker will review the current parking restrictions and regulations in place (from data collected in Task 4) including parking time limits and policies, permits, and enforcement policies.

Task 5.2 Current City Code Parking Requirement Review. Walker will conduct a deep dive of current parking regulations in pertinent sections of the Mercer Island City Code to identify gaps and areas for improvement, including, but not limited to:

- Town Center Parking Requirements
- Parking Lot Dimension Requirements

Task 5.3 Recommendations. Based on findings from Tasks 5.1 and 5.2, Walker will identify gaps and areas for improvement, and recommend policy updates based on current issues, future needs and overall parking and access goals. Parking policy updates will consider factors such as (including, but not limited to):

- Minimum parking required compared to actual demand
- Parking in lieu fee considerations, opportunities, and recommendations
- Shared parking provisions
- Transportation demand management
- Parking design requirements and considerations

Task 6 - Implementation Strategy

Task 6.1 Parking Management Strategy. Based on the findings from the previous analyses and stakeholder engagement effort, Walker will develop a parking management strategy, which will include recommendations for:

- On-street parking regulations including time limit policies and strategies, and enforcement.
- Enhancements to parking policies and the relationship between on- and off-street parking including time limits, rates, hours of operations and programs for resident, overnight, and employee parking. We will explore how policies can better balance on and off-street parking supply.
- Accommodating demand by user group (residents, employees, and visitors) and areas of interest.
- Recommendations for improvements in parking wayfinding. It is difficult to navigate to certain parking supply in the City, particularly the off-street supply. Technology improvements, such as Automated Parking Guidance Systems (APGS) will be considered to help people locate underutilized parking facilities and improve the efficiency of the parking system.
- Technology recommendations to improve the efficiency of the parking enforcement program.
- Measures for improved use of existing public and private parking facilities including shared parking and other shared use agreements. Walker has worked with multiple communities on developing shared parking agreements between public agencies and private owners.
- Strategies to improve parking access to the future light rail station.
- A phased implementation plan to meet future parking needs.

Task 6.2 Opportunities to Increase Parking Capacity. Walker will identify opportunities to increase on-street parking capacity through angled parking. In coordination with the City, Walker will identify certain blocks that could accommodate angled parking and provide an estimate for the number of parking spaces gained. Based on Walker's experience designing parking, we will outline the benefits and considerations to this approach, including safety and traffic considerations.

Task 6.3 Town Center Activation. Walker will identify opportunities to repurpose existing underutilized parking supply to activate Town Center and support local businesses. Examples of more people-centric uses include parklets, streateries, and pop-up retail/restaurants. Further, with the new East Link Extension station, there may be an opportunity to convert parking to a multi-modal mobility hub to provide better access to transit.

Additional Scope

Optional Task 6.4 Automated Parking Guidance System (APGS) Opinion of Probably Costs and Specifications. If the City wishes to pursue an APGS system, Walker can provide an Opinion of Probably Cost for the technology and specifications for implementation.

Optional Task 6.5 Parking Enforcement Plan. Walker can also conduct a comprehensive review and recommendations for the City’s existing parking enforcement practices.

Task 7 - Final Report

Task 7.1 Final Report. Walker will prepare a final report summarizing the methodology, findings, stakeholder outreach effort recommendations, and implementation strategy from Tasks 2 to 6. The final report will be read-friendly with a variety of communication modes, including text, maps, graphics, tables, matrices, and other infographics as necessary. Walker will submit the draft report to the City for review and comment. Walker will finalize the report based on the City’s comments.

Task 7.2 PowerPoint Presentation. Walker will prepare a PowerPoint presentation summarizing the report to be presented to the City Council.

Task 7.3 City Council Presentation. Walker will present the parking study at one (1) City Council meeting, likely to occur at the end of 2022.

Project Timeline

The proposed project timeline, shown by month, is provided in the following table.

Task	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	June 22	July 22	Aug 22	Sept 22	Oct 22
1. Project Management											
2. Background Studies Review											
3. Stakeholder Engagement and Public Input											
4. Parking Supply and Demand Analysis											
5. Regulatory Analysis and Recommendations											
6. Implementation Strategy											
7. Final Report											

Project Budget

Walker anticipates completing the tasks specified in the scope of work (with the exception of the Additional Scope tasks) within the City’s \$80,000 budget. Walker would negotiate final scope and budget with the City to best meet the needs of the City.

Conflict of Interest Disclosure

Walker Consultants has no potential conflicts of interest, with any other clients, contracts, or property interests in the City, to carry out this study.

Project Team Resumes



Chrissy Mancini Nichols

Project Manager

A national figure in parking planning and economic development policies for cities, Chrissy brings tremendous experience, credibility, and technical expertise to her engagements with these issues. But Chrissy never loses sight that the technical, regulatory and operational considerations are tools to reach placemaking, economic development and ultimately quality of life objectives in the communities she serves. Examples include the successful parklet/streatery, shared public-private parking, and TNC programs Chrissy and her Walker team have created as part of broader studies, regulatory updates, and parking and transportation plans. In addition to her expertise, Chrissy's clients appreciate her hard work, hands-on style, and personable nature when working with communities, elected officials, and the public.

Key Experience

Parking and Transportation Policy
Placemaking and Economic Development
Stakeholder Outreach

Education

Master of Science in Public Policy and Administration, Northwestern University

Bachelor of Science in Education, Youngstown State University

Committees

California Public Parking Association, Legislative Committee

Chicago Transit Authority's Bus Rapid Transit Steering Committee

Chicago Mayoral Transportation and Infrastructure Transition Team

Midway Airport Public Private Partnership Advisory Panel

Chicago's Metropolitan Planning Organization's technical advisory group analyzing the fiscal and economic impacts of development decisions

Awards

Professional Fellow, US Department State, Young Southeast Asian Leaders Initiative

Recipient of the Northwestern Graduate School Distinguished Thesis Award

Interests

Co-Host of Monday's at the *Overhead Wire*, a weekly planning podcast

Blogs on planning and policy at mycuriouscity.com

Project Highlights

Downtown Parking Study and Recommendations, City of Sunnyvale, CA

The City of Sunnyvale engaged Walker to address a complex web of parking planning regulations, overlay and assessment districts, parking demand from transit facilities, and inefficient utilization of private parking facilities. After an extensive study of regulations, parking demand, and business' concerns, Chrissy revised and streamlined regulations and programs to facilitate new development and ensure efficient use of the private parking supply, to help rather than hinder businesses, and enhance the quality of life and place in Sunnyvale.

Revitalizing Access in Boulder, City of Boulder, CO

City of Boulder policy goals have emphasized parking and transportation access as key to the City's recognized high quality of life. To improve and future-proof program performance, the City partnered with Walker, led by Chrissy and Walker staff Mallory Baker, to conduct a sweeping revitalization of core parking and access programs citywide. Walker's team undertook visioning, data collection and analysis, innovative community engagement, and development of a menu of strategies to meet Boulder's aspirational vision. Chrissy developed the analysis and recommendations for on-street parking regulations and demand-based pricing, while ensuring consistency with the comprehensive plan. The result, finalized in August 2021, was a full-scale implementation and action plan for new parking and curbside management and pricing strategies, including budget requests, ordinance and policy changes, and administrative, operational, and policy actions.

Downtown Parking Plan and Curbside Parklet Program, City of Benicia, CA

Chrissy performed the parking study to enhance downtown development and quality of life in Downtown Benicia a vibrant waterfront, walkable community with unique shops, restaurants, and a thriving arts community, adjacent to Napa Valley and the busy Bay Area. Through a quantitative analysis of parking and the constraints and opportunities around existing regulations and plans. Chrissy's analysis and public outreach determined the necessity of updating regulations, design standards and the benefits of placemaking improvements, including a thoughtful parklet/streatery program, curb management standards, and pedestrian and bicycle improvements. Praise and accolades continue to come from city staff and the public, as the city continues its engagement with Walker to refine its programs and policies.

Steffen Turoff

Principal/Senior Advisor



Key Experience

Parking Policy and Planning
 Municipal Planning
 Community Redevelopment

Education

Master of Arts, Urban Planning,
 University of California- Los Angeles
 Bachelor of Arts, University of
 California- Berkeley
 Charrette Planner Certificate, National
 Charrette Institute

Affiliations

International Parking Institute
 American Institute of Certified Planners
 International Downtown Association
 Urban Land Institute
 California Redevelopment Association

Recent Publications

“Hey Buddy, What will you Pay for this
 Parking Spot?” Planning, American
 Planning Association,
 “Mensa Meters”, The Parking
 Professional, International Parking
 Institute,

Presentations

“Parking Systems: Policies, Management
 and Design”, Southern California
 Association of Governments (SCAG),

Languages

Spanish, Japanese

Developing and customizing parking policies, ordinances and operational measures that facilitate economic development and enhance a sense of place in the communities where he works has been Steffen’s key focus during his seventeen years at Walker. He has managed over sixty such municipal engagements with and been a strategic advisor and principal in charge for nearly one hundred other such studies, winning praise and additional engagements from his clients. Steffen has worked with numerous cities on shared parking practices and ordinances to efficiently utilize private parking for public uses and has worked with both cities and transit agencies to manage commuter parking adjacent commercial and residential districts. His clients have ranged from Beverly Hills and Carmel, California to King County Metro, the Port of Everett, and the Winslow Hotel on Bainbridge Island.

Steffen has a Master of Arts in Urban Planning from UCLA, where he studied with parking expert Professor Donald Shoup. Subsequently Steffen was a planning analyst at Gilmore Associates, the development firm that championed the cutting-edge Adaptive Reuse Ordinance, which allows for the conversion of commercial buildings into residential uses.

Project Highlights

Commercial and Civic Center District Parking and Transportation Master Plan, Santa Monica, CA

Steffen and his team developed a plan to increase the efficiency of the District’s parking and multimodal system of access to accommodate an increase in development in the area along with a reduction of seven hundred parking spaces. The cutting-edge Plan was approved by the City and the California Coastal Commission. Both the introduction of the new land uses and the reduction in parking spaces have now been constructed and implemented successfully.

Downtown Parking Study and Recommendations, Sunnyvale, CA

Steffen was the Principal in Charge for this engagement in which the City engaged Walker to address a complex web of parking planning regulations, overlay and assessment districts, parking demand from transit facilities, and inefficient utilization of private parking facilities. Project Manager Chrissy Mancini Nichols revised and streamlined regulations and programs to facilitate new development and ensure efficient use of the private parking supply, to help rather than hinder businesses, and enhance the quality of life and place in Sunnyvale.

Downtown Parking Management and In Lieu Fee Plan, Healdsburg, CA

This wine country destination town has engaged Steffen and Walker colleagues Tania Schleck, Chrissy Mancini Nichols, and Manuel Soto multiple times over the past seven years for engagements to successfully develop and refine its parking program and mobility incentives.



Manuel A. Soto

Walking and Mobility Access/DataCollection/ Deputy PM/Local Liason

Based in our Seattle office, with most of his twenty five years' experience focused on Puget Sound region planning projects, Manuel is a mobility and parking specialist with real-world experience in design, planning and implementation of programs to increase multi-modal mobility, make parking more efficient, and reduce the use of single-occupant vehicles to enhance place making and economic development.

Manuel's transportation planning expertise includes work for public and private systems in the Seattle area, including restructuring of bus service networks, implementation of BRT, commuter express, Microsoft and other employer shuttle and first/last mile services, development of service operations plans, transit supportive policies, and demand forecasting. His TDM experience includes development of TDM programs for major employers, TDM plans for land use developments, implementation of strategies to reduce parking demand, social marketing campaigns to promote use of alternative modes and incentive programs to effect changes in travel behavior.

Some of his most notable projects (including work previous to Walker) include planning and implementation of Microsoft Corporation's commuter bus service in Seattle, the Metro Rapid Bus program in Los Angeles, and parking system planning for Valley Medical Center in Tacoma.

Key Experience

Parking and Transportation Planning
Transportation Demand Management
Benchmarking and Data Analytics

Education

M.A. Urban Planning, University of California, Los Angeles, 2001
Urban Economics Diploma, Universidad Católica de Chile, Santiago, 1995
Architecture Degree, Universidad Católica de Chile, Santiago, 1992

Certifications

AICP, American Institute of Certified Planners, 2014
CNU-A, Congress for the New Urbanism, 2015
TDM-CP, Association for Commuter Transportation, 2020

Affiliations

American Planning Association (APA)
Congress for the New Urbanism (CNU)
Association of Pedestrian and Bicycle Professionals (APBP)
Association for Commuter Transportation (ACT)
International Parking & Mobility Institute (IPMI)
Urban Land Institute (ULI)

Project Highlights

Commercial and Civic Center District Parking & Transportation Master Plan, Santa Monica, CA

Manuel, together with colleague Steffen Turoff, developed a Plan to increase the efficiency of the District's parking and multimodal system of access to allow for an increase in development in the area concomitant with a reduction in seven hundred parking spaces. The groundbreaking Plan was approved by the City and the Coastal Commission and construction on the new land uses in the area has been successfully completed.

MultiCare Tacoma General Hospital, Parking Management & TDM Plan, Tacoma, WA

Supply-demand parking study, and development of parking management and TDM plan. Work with CEO Council and department stakeholders to implement change management. Evaluation and modeling of parking and TDM implementation scenarios. Estimate costs, benefits, impacts and mitigating measures, and develop detailed plan for implementation.

Microsoft Corporation's Employee Bus Service (the Connector), Redmond, WA

Worked for 9 years as service planning advisor to Microsoft's Real Estate & Facilities Group, in design and implementation of "the Connector." Microsoft's own commuter-express transit system in the Puget Sound Region, serving more than 4,000 employees daily on 23 regional routes.



Mallory A. Baker

Community Engagement Lead

Mallory specializes in results-oriented, empathetic community engagement and conflict mediation. She has a keen eye for developing creative engagement initiatives and plans that generate valuable feedback from key parties and help, rather than hinder, the project process. She has crafted engagement strategies for transportation planning work throughout the Pacific Mountain West, West, Midwest, and Southern United States. Mallory also heads Walker’s national community engagement policy, crafting guidelines and templates for consultants throughout the firm, and has successfully transitioned many projects during the uncertain times of COVID-19 into a virtual setting—a recent fully-virtual engagement effort she led for the City of Boulder had nearly 10,000 unique participants. She is hugely passionate about effective communication of highly technical topics—as a testament to this commitment, her work on the Dallas Midtown Autonomous Transportation Feasibility Study, for which she served as project manager and engagement lead, recently received a communications award from the Awards for Publications Excellence.

Key Experience

Community Engagement
Municipal Planning
Communications

Education

Master of Arts, Urban Planning, City
University of New York, Hunter
College

Bachelor of Arts, University of New
Hampshire

Affiliations

Urban Land Institute (ULI) Transit-
Oriented Development Committee

American Planning Association (APA)

Presentations

“Frenemies: Millennials and the Future
of Parking Planning,” Southwest
Parking and Transportation
Association (SWPTA), February
2018

“From Mobility Zero to Hero,” American
Planning Association Colorado,
September 2019

“Managing your Valuable Curb Space,”
SWAPTA, June 2020

“Meeting Measurable Goals with Virtual
Community Engagement”, Walker
Webinars, January 2021

Relevant Projects

Revitalizing Access in Boulder Parking/Curb Implementation Plan

Boulder, Colorado
Project Manager/Engagement Lead

Clallam County Comprehensive Operational Assessment

Clallam County, Washington
Engagement Lead

NCTCOG Regional Curb Management Guidebook

North Central Texas
Engagement Lead

Atlanta Downtown Parking Management Toolkit

Atlanta, Georgia
Engagement Lead

Treasure Valley Regional Park and Ride Study

Treasure Valley, Idaho
Project Manager/Engagement Lead

Valley Regional Transit Regional Vanpool Study

Treasure Valley, Idaho
Project Manager/Engagement Lead



Tania Schleck

City Code Regulations/Data Collection

Tania’s focus at Walker is parking policy and planning at a range of geographies and scales. With advanced degrees covering both urban planning and real estate development, her analyses frequently evaluate the relationship between parking and land use, real estate, economic development, placemaking, and the opportunities for local government to facilitate each.

Since joining Walker four years ago, Tania has performed parking analyses from King County to Sonoma County and the Bay Area to Newport Beach, where she is performing her third study through which changes in parking requirements will help local businesses. Tania also supports the significant Walker Curb Management Research project evaluating the data collected from technology vendors and calibrating its accuracy to actual curb activity. Prior to joining Walker, she was a planner for Eden Prairie, Minnesota, a suburb of Minneapolis known for a high quality of life and strong business base. there she supported long-range planning efforts, coordinated entitlements, the integration of the region’s light rail into the city, and updated the municipal code.

Key Experience

- Parking Policy and Planning
- Parking Supply and Demand Analysis
- Shared Parking Analysis
- Economic Development
- Public Policy Analysis
- Curb Management

Education

- Master of Urban Planning, Graduate Certificate in Real Estate Development, University of Michigan
- Bachelor of Arts, Environmental Studies, University of Michigan

Affiliations

- California Public Parking Association
- International Parking and Mobility Institute

Presentations and Articles

- “Getting Smart: Strategies for Getting Started with Creating Smart Communities”, Florida Parking and Transportation Association, 2021
- “Parklets Implementation”, International Parking and Mobility Institute, 2021
- “Parking in lieu fees. Thinking Beyond New Parking Facilities,” California Public Parking Association, 2021

Project Highlights

Commercial and Civic Center District Parking and Transportation Master Plan, City of Santa Monica, CA

Tania was a key member of the team that developed the Plan to increase the efficiency of the District’s parking and multimodal system of access to accommodate an increase in development in the area along with a reduction of seven hundred parking spaces. The cutting-edge Plan was approved by the City and the California Coastal Commission. Both the introduction of the new land uses and the reduction in parking spaces have now been constructed and implemented successfully.

Corona Del Mar Commercial District Parking Requirements Analysis and Recommendations, City of Newport Beach, CA

Tania led and managed stakeholder outreach with businesses and city staff, and subsequently an analysis culminating in recommendations based on findings that demonstrated lower commercial parking ratios than expected and the justification for reductions in parking requirements. A corollary to the findings were recommendations to adjust on-street time limits for more efficient usage and changes in code, policies, and operations to encourage the sharing of private parking among more parkers.

Revitalizing Access in Boulder, City of Boulder, CO

To improve and future-proof transportation program performance, the City of Boulder partnered with Walker, to conduct a sweeping revitalization of core parking and access programs citywide. Walker’s team undertook visioning, data collection and analysis, innovative community engagement, and development of a menu of strategies to meet Boulder’s aspirational vision. Tania worked on an analysis of the City’s parking enforcement practices to make recommendations that would improve the overall performance of the parking and transportation system, emphasizing that enforcement is not about revenue but larger policy.

Jeff Weckstein

Shared Parking Analysis



Key Experience

Shared Parking Analyses

Traffic, Circulation, and Queuing Analyses

Parking Access and Revenue Control Systems

Education

Master of Arts in Urban Planning, University of California, Irvine

Bachelor of Arts in Economics, Case Western Reserve University

Affiliations

Institute of Transportation Engineers

International Parking and Mobility Institute

Languages

Japanese

As an expert parking, traffic, and mobility consultant, Jeff is in high demand from his public and private sector clients for accurate, data driven and insightful parking and transportation analyses of complex and unique land uses. Jeff has employed his skills and knowledge teaming with his Walker colleagues in the development and testing the Shared Parking Model, Third Edition, published in 2020 for the International Council of Shopping Centers (ICSC), the Urban Land Institute (ULI), and the National Parking Association (NPA).

Jeff’s areas of expertise include parking needs analyses including shared parking analyses, market and financial analysis, parking management plans, operational analyses, due diligence, parking access and revenue control systems, wayfinding, and transportation planning. Jeff holds a Master of Arts in Urban Planning from the University of California, Irvine, with a specific interest in the intersection of transportation and land use.

Project Highlights

Downtown San Diego Parking Study and Management Plan, San Diego, CA

Civic San Diego, the former economic development agency for Downtown San Diego, engaged Jeff and his Walker team for a comprehensive study of the public and private parking supplies to analyze and make recommendations for a shared parking system that would accommodate business patrons, employees, and residents in the commercial district. Jeff led the analysis and the report, which culminated in recommendations to adjust minimum parking requirements and make private parking available in a pool for broader public use.

Downtown Parking Management Study, Solvang, CA

The Leavenworth of California’s Central Coastal, Jeff ran the analysis, and presented findings and recommendations, to help this very popular visitor destination determine whether additional parking was needed or instead, how to allocate parking demand among existing parking spaces, without the significant capital costs required to build and maintain new parking. Adjustments to time restrictions and changes to enforcement were among the policies recommended.

Waterfront Place Central, Port of Everett

Jeff has led the development of shared parking modeling and operational viability for the Port of Everett’s conversion and build out of 65 acres of parking and open land adjacent to the marina and businesses into hotels, businesses, restaurants and offices. This included an analysis of appropriate ratios given the mix of businesses and recommendations for a private operator to comprehensively manage parking in the district to facilitate shared parking.

Jonathan Wicks, CAPP

Technology and Operations



A Seattle native, Jonathan joined Walker after 10 years of leadership positions with private parking operators including his role overseeing municipal parking operations for the City of Beverly Hills. Jonathan provides expertise in all manner of public and private parking operations for Walker’s West Coast engagements.

Key Experience

- Technology-based solutions
- Parking Enforcement
- Access and revenue control

Education

Bachelor of Arts, Pomona College

Affiliations

- International Parking Institute
- California Public Parking Association
- National Parking Association
- Strong Towns
- Leadership Hermosa Beach
- Pacific Intermountain Parking & Transportation Association (PIPTA)

Presentations

- “Frictionless Parking In Culver City, California” NPA October 2018, Las Vegas, NV
- Implementing Paid Parking: An Interactive Town Meeting Role Play”, PIPTA July 2018, Portland, OR
- “Implementing Paid Parking: An Interactive Town Meeting Role Play”, IPI June 2018, Orlando, FL
- “Optimize Your Parking Assets to Boost Revenue”, October 2018, February 2018, April 2016 and October 2016, Lorman Webinars
- “Planning an Automated Parking Guidance and Wayfinding System: An Interactive Experience”, IPI May 2017, New Orleans
- “Parking Maintenance 101”, CPPA, July 2016, Sacramento, CA

With the surge in new parking management and enforcement technologies on to the market, from reservation apps and valet enhancement and validations systems, to automated parking guidance systems, Jonathan’s focus has turned to the design and implementation of parking systems and technology improvements for public and private entities. He has developed parking policy and procedures and consulted for diverse clients from the City of Beverly Hills to the Seattle Center.

Project Highlights

Automated Parking Guidance System (APGS) and Shared Parking Ordinance City of El Monte, CA

Jonathan managed this engagement, the goal of which was to provide greater parking availability for current and future businesses in the city’s downtown commercial district. The project had two complementary components, an updated APGS to ensure the parking public could find available spaces and a shared parking ordinance allowed new and existing businesses to share and benefit from a shared pool of parking.

Culver City Downtown Parking Operational, Financial, and Technology review and plans, City of Culver City, CA

In a comprehensive effort to increase the effective capacity of Downtown Culver City’s parking system, Jonathan led the team performing operational and financial audits of the system, developing a system to both manage and accommodate spillover parking from new, nearby rail station, and producing bid documents for a popular new parking access and revenue control system (PARCS) for the downtown parking system.

City of Palo Alto PGS and PARCS Design and Bid Documents, City of Palo Alto, CA

Jonathan managed this engagement through which the City engaged Walker Parking Consultants to plan and design a Downtown Automated Parking Guidance System that would provide real-time occupancy information conveying parking availability. City Council directed staff and Walker to continue advancing the Single-space Detection APGS with Individual Indicator Lights alternative. system to provide the highest level of customer service, and track occupancy by space using ceiling mounted detection sensors in conjunction with LED lights mounted above each space to indicate type of space (available, occupied, permit, public, people with disabilities placard, valet, etc.).



Bobby Mordenti, M.U.D.

Wayfinding and Urban Design



Bobby is a transportation planner and urban designer, who brings a range of experience in both disciplines to the cities with whom he works. He has specialized experience in site design, wayfinding and signage, placemaking, public engagement, and transportation planning, along with the understanding of the municipal regulatory process. Bobby has worked on many projects that required addressing deep community concerns and created responsive solutions and recommendations to those issues in the form of community and comprehensive plans, parking and transportation studies, corridor plans, bicycle and pedestrian wayfinding signs, design guidelines and zoning ordinances. He has played different roles as planner and designer but with a fundamental understanding that planning for people enhances the quality of life for every community.

Key Experience

- Signage and Wayfinding Concepts
- Placemaking and Urban Design
- Visual Communication and Branding
- Transit and Mobility Planning
- Transportation Development Strategies

Education

- Master of Urban Design, The University of North Carolina at Charlotte
- Bachelor of Science in Urban and Regional Planning, East Carolina University

Affiliations

- American Planning Association (APA)
- American Planning Association Illinois Chapter (APA IL)

Publications

- Small Town Fit: Healthy People, Places and Policies in Davidson, NC

Project Highlights

Austin Quality of Life Plan – Austin Streetscape Redesign*, Chicago, IL

This project focused on urban design, market analysis, and feasibility and facilitated a community charrette that resulted in recommendations for the reuse and design of sites on Chicago Avenue, Lake Street, and Madison Street. Bobby was responsible for leading the charrette and designs for the enhancements along the Chicago Avenue corridor.

San Ysidro Wayfinding Signs*, San Diego, CA

Bobby was project manager and lead designer for this project while working for the City of San Diego. The project included the design and installation of bicycle and pedestrian wayfinding signs in the San Ysidro Port of Entry District to improve the area's mobility, provide a sense of place, and respond to changes in the configuration of the Port of Entry.

Downtown Frankfort Vehicular Wayfinding Improvements, Frankfort, KY

Placement of public parking signage and facility entry sign designs. The goal was to efficiently communicate to drivers where parking was located by improving the directional signage placement and to increase utilization of existing facilities by designing facility entrance signs. Bobby designed the facility entrance signs for all the off-street facilities and determined the best placement for parking directional signs within the downtown.

**Denotes project completed with prior firm*



DATE: January 18, 2022
 TO: Sarah Bluvus, Economic Development Coordinator
 COMPANY: City of Mercer Island
 FROM: Chrissy Mancini Nichols
 RE: Town Center Parking Study Proposed Fee by Task and Revised Schedule

Dear Sarah,

This memorandum includes Walker’s fee by task and revised schedule regarding the Town Center Parking Study.

Figure 1 shows the proposed fee by task for the study. Walker proposes a lump sum fee of \$80,000 invoiced as percent complete.

Figure 1: Town Center Parking Study: Proposed Fee per Task

Task	Fee
Task 1: Project Management	\$ 6,310
Task 2. Background Studies Review	\$ 2,700
Task 3. Stakeholder Engagement and Public Input	\$ 23,110
Task 4. Parking Supply and Demand Analysis	\$ 15,825
Task 5. Regulatory Analysis and Recommendations	\$ 10,910
Task 6. Implementation Strategy	\$ 12,090
Task 7. Final Report	\$ 9,055
TOTAL Fee	\$ 80,000

Figure 1 on age 2 shows the proposed schedule by month.

Figure 2: Town Center Parking Study: Proposed Schedule

TASK	March	April	May	June	July	Aug	September	October	November	December
Task 1: Project Management	IKO PM	PM	PM	PM	PM	PM	PM	PM	PM	PM
Task 2: Background Studies Review										
Task 3: Stakeholder Engagement and Public Input		TD 3a TD 3b	TD 3c PAC				PAC			PAC
Task 4: Parking Supply and Demand Analysis			TD 4							
Task 5: Regulatory Analysis and Recommendations				TD 5						
Task 6: Implementation Strategy							CC 1	TD 6		
Task 7: Final Report										TD 7 CC 2

Meetings/Work Sessions/Engagement Initiatives

- IKO: Internal Kickoff Meeting
- PM: Monthly Project Management Meetings
- PAC: Project Advisory Committee Meetings
- CC1: City Council Work Session
- CC2: City Council Presentation of Final Report

Final Deliverables (includes 2 week review time for City)

- TD 3a: Project One-Pager
- TD 3b: Community and Stakeholder Engagement Plan
- TD 3c: Community Engagement Modules
- TD 4: Parking Supply and Demand Analysis Memo
- TD 5: Regulatory Analysis Recommendations Memo
- TD 6: Parking Management Strategy
- TD 7: Final Report

We sincerely appreciate this opportunity to again be of service to the City of Mercer Island and perform this study. Please call us at your convenience if you have any questions.

Sincerely,
 WALKER CONSULTANTS

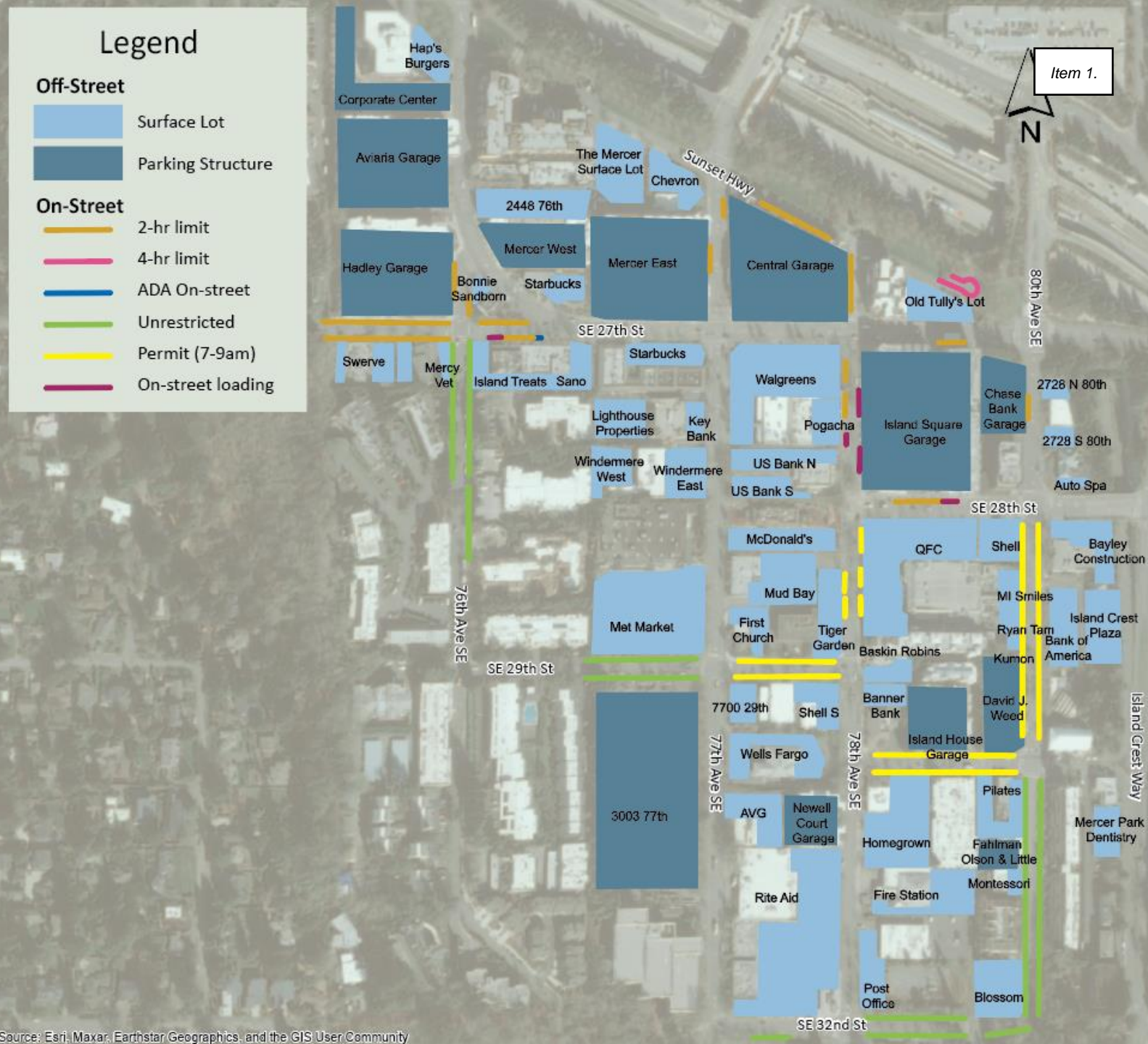


Chrissy Mancini Nichols

National Director for Curb Management and New Mobility

Methodology

- Occupancy measured: Wednesday, June 8 and Saturday June 11, 2022
 - Occupancy and turnover (how long cars stay parked)
- On-site observation: Wed and Thurs, June 29-30, 2022
 - Parking behavior
 - High-use locations
 - Town Center access
- Existing conditions and management review
 - Parking policies and management
 - Parking requirements for new development
 - Overall mobility options to create greater access: walk, bike, roll, transit



Data Analysis

There is available parking in Town Center during the peak parking time:

- Weekday at 12:00 p.m.
 - On-street: 72% utilization
 - 200 of 276 spaces utilized
 - 76 spaces available
 - Off-street: 51% utilization
 - 1,273 of 2,491 spaces utilized
 - 1,218 spaces available
- Parking availability is not balanced
- Some areas have low parking turnover
 - Parking 4+ hours on-street
 - Nearby garages have availability
- Barriers to walking and biking to many destinations or to transit
 - Increases driving and parking
 - Limits “park once”

Mercer Island Parking Inventory Map

6/8/22 Wednesday 12 pm Peak Parking Utilization

	0-49%
	50-69%
	70-84%
	85%+

N
↑

Area 2

On-Street Inventory: 79
On-Street Availability: 14

Off-Street Inventory: 312
Off-Street Availability: 108

Area 1

On-Street Inventory: 20
On-Street Availability: 4

Off-Street Inventory: 545
Off-Street Availability: 252

Area 4

On-Street Inventory: 76
On-Street Availability: 24

Off-Street Inventory: 891
Off-Street Availability: 447

Area 3

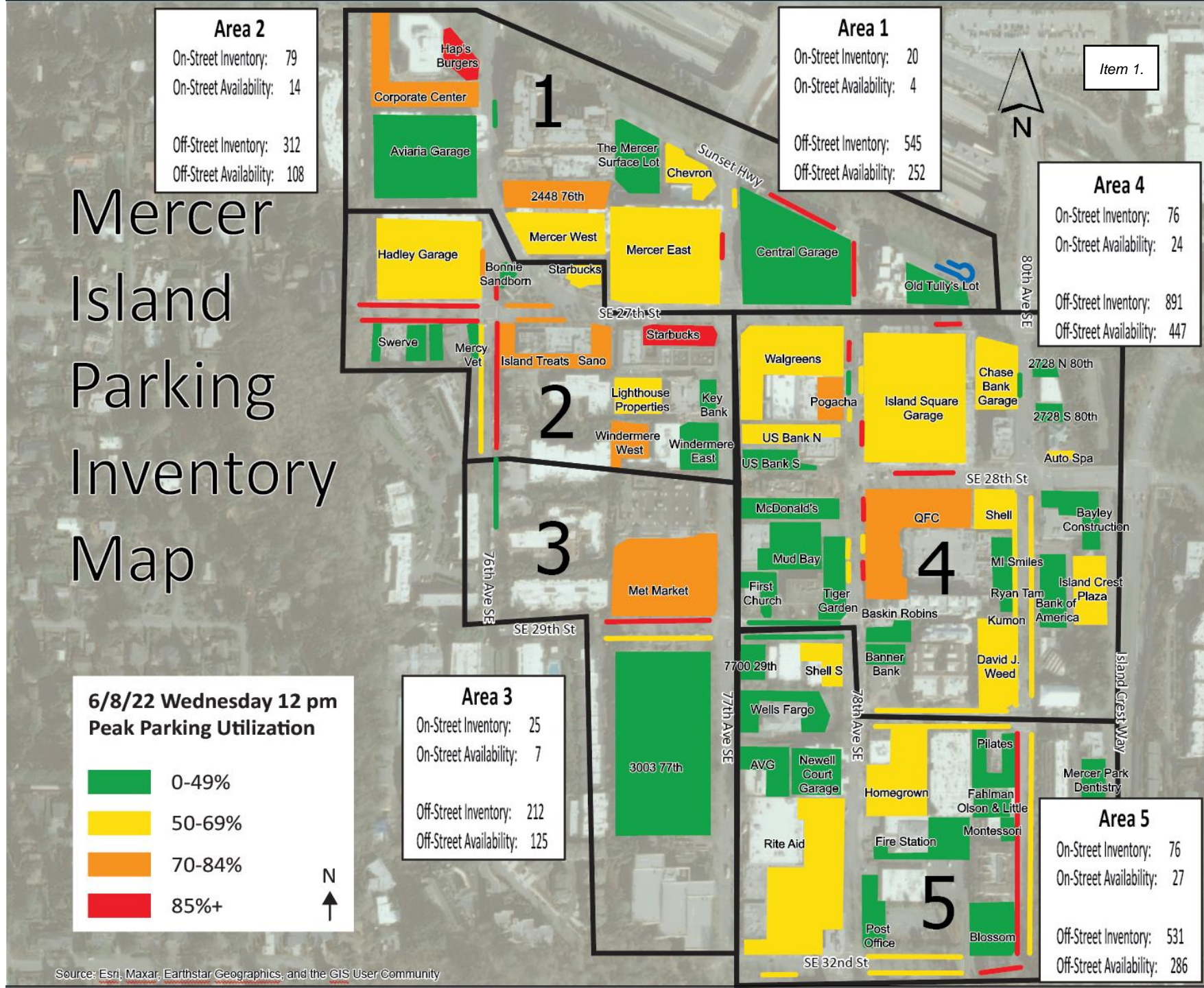
On-Street Inventory: 25
On-Street Availability: 7

Off-Street Inventory: 212
Off-Street Availability: 125

Area 5

On-Street Inventory: 76
On-Street Availability: 27

Off-Street Inventory: 531
Off-Street Availability: 286



Data Analysis

- Vehicles are parked long-term in areas regulated for 2-hours
- Adjacent to parking garages/lots with plenty of available parking

Mercer Island Parking Inventory Map

**6/8/22 Wednesday 12 pm
Peak Parking Utilization**

	0-49%
	50-69%
	70-84%
	85%+

N
↑

Area 2

On-Street Inventory: 79
On-Street Availability: 14

Off-Street Inventory: 312
Off-Street Availability: 108

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On-Street Inventory: 76
On-Street Availability: 24

Off-Street Inventory: 891
Off-Street Availability: 447

Area 3

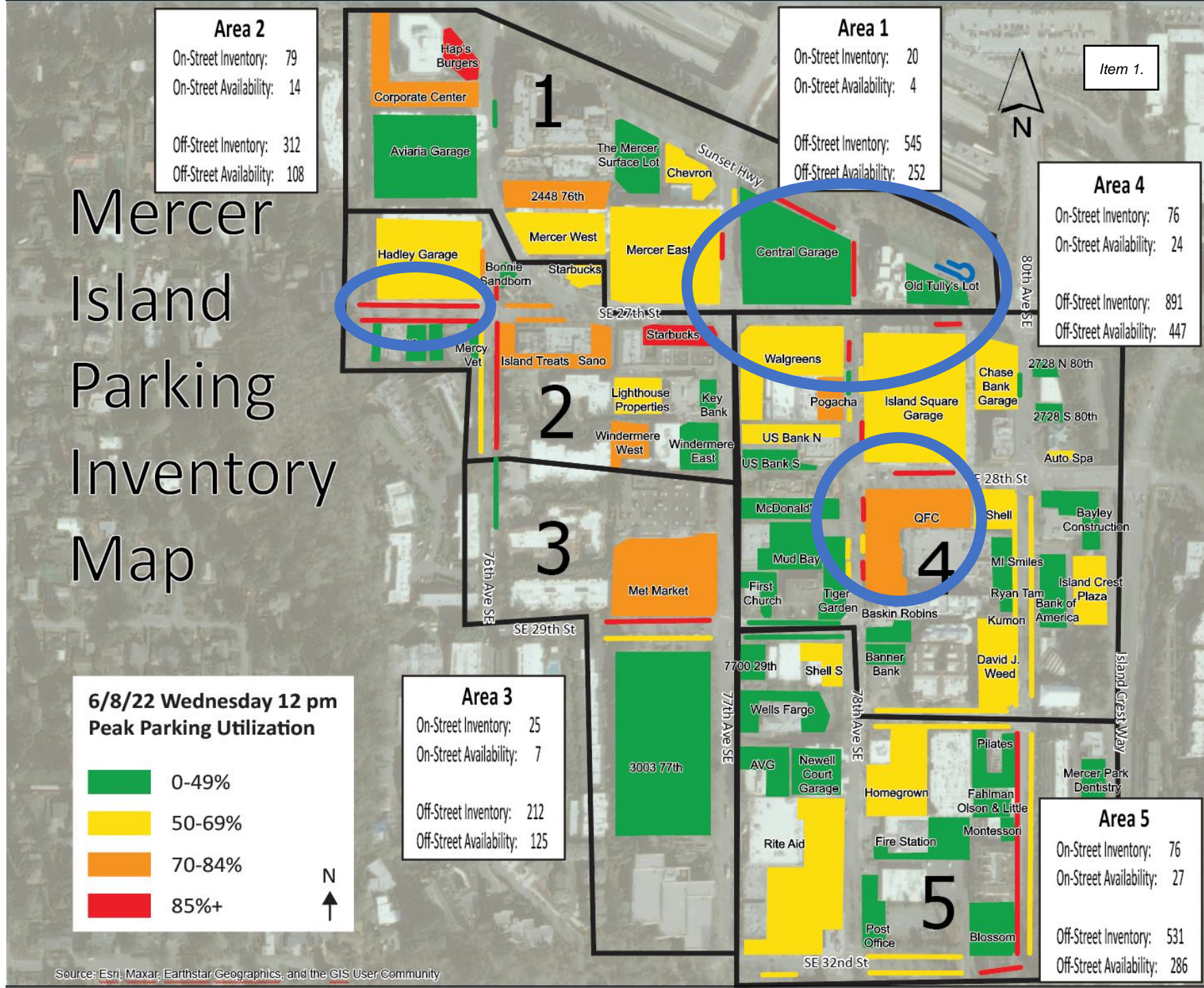
On-Street Inventory: 25
On-Street Availability: 7

Off-Street Inventory: 212
Off-Street Availability: 125

Area 5

On-Street Inventory: 76
On-Street Availability: 27

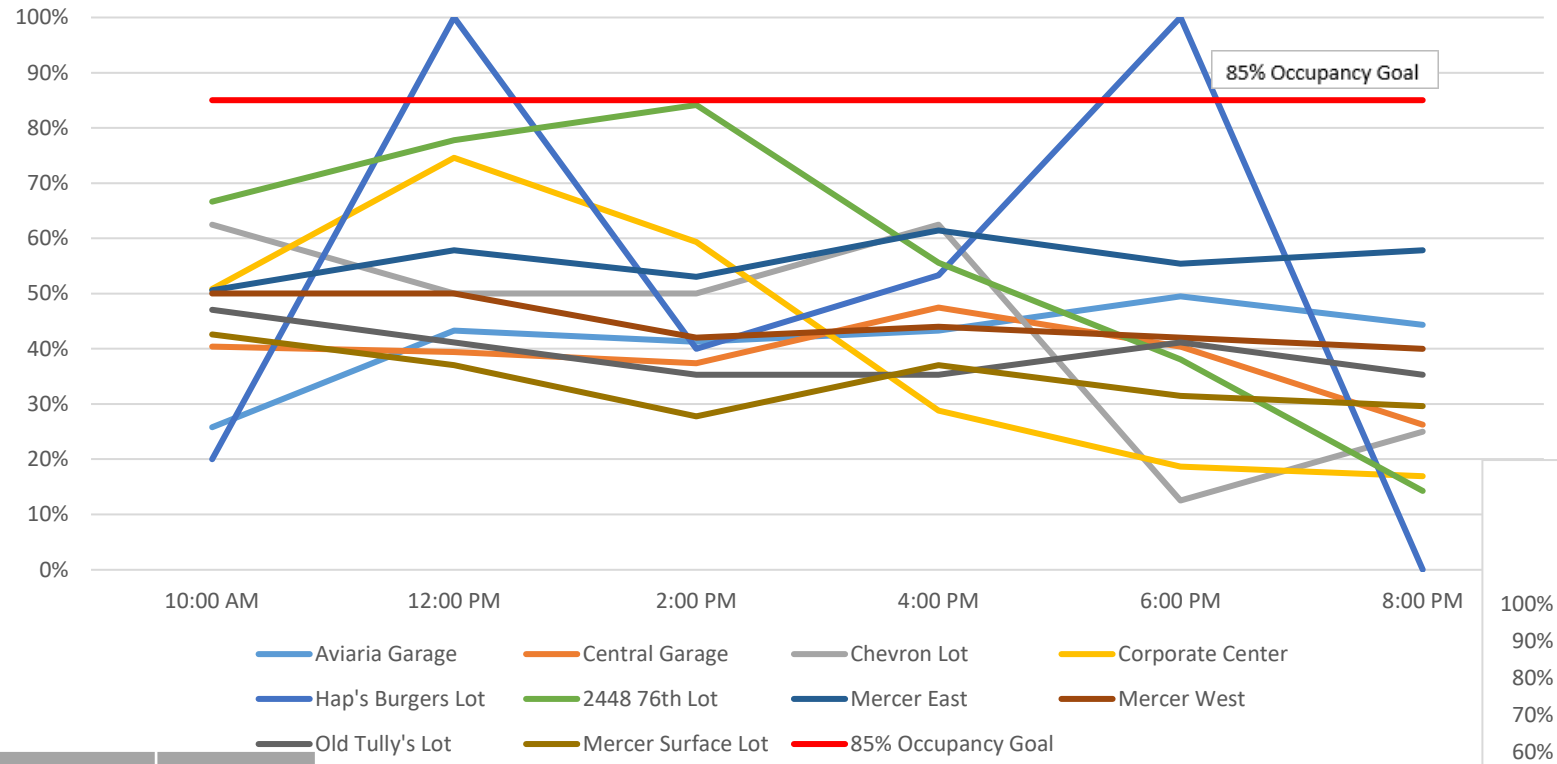
Off-Street Inventory: 531
Off-Street Availability: 286



Area 1: Off- and On-Street

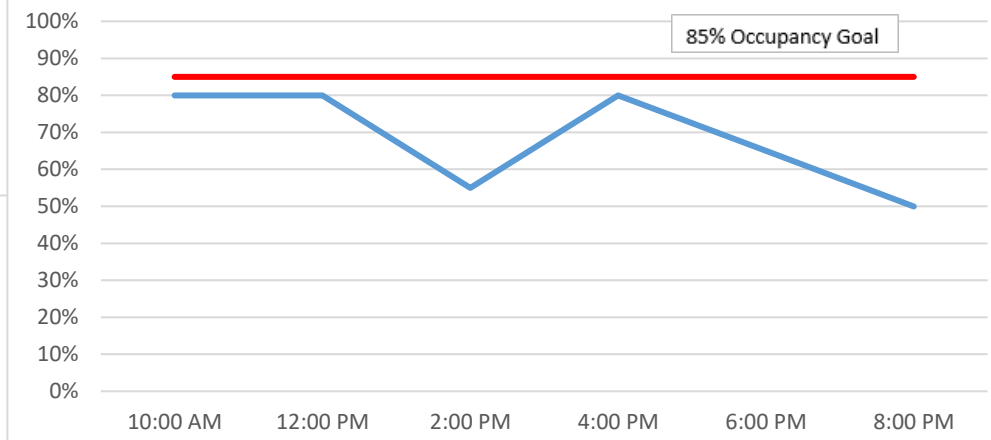
Item 1.

Area 1 - Off-Street Parking Occupancies, Wednesday 6/8/22



Total spaces	Available at 12pm peak
545	252

Area 1 - On-Street Parking Occupancy, Wednesday 6/8/22

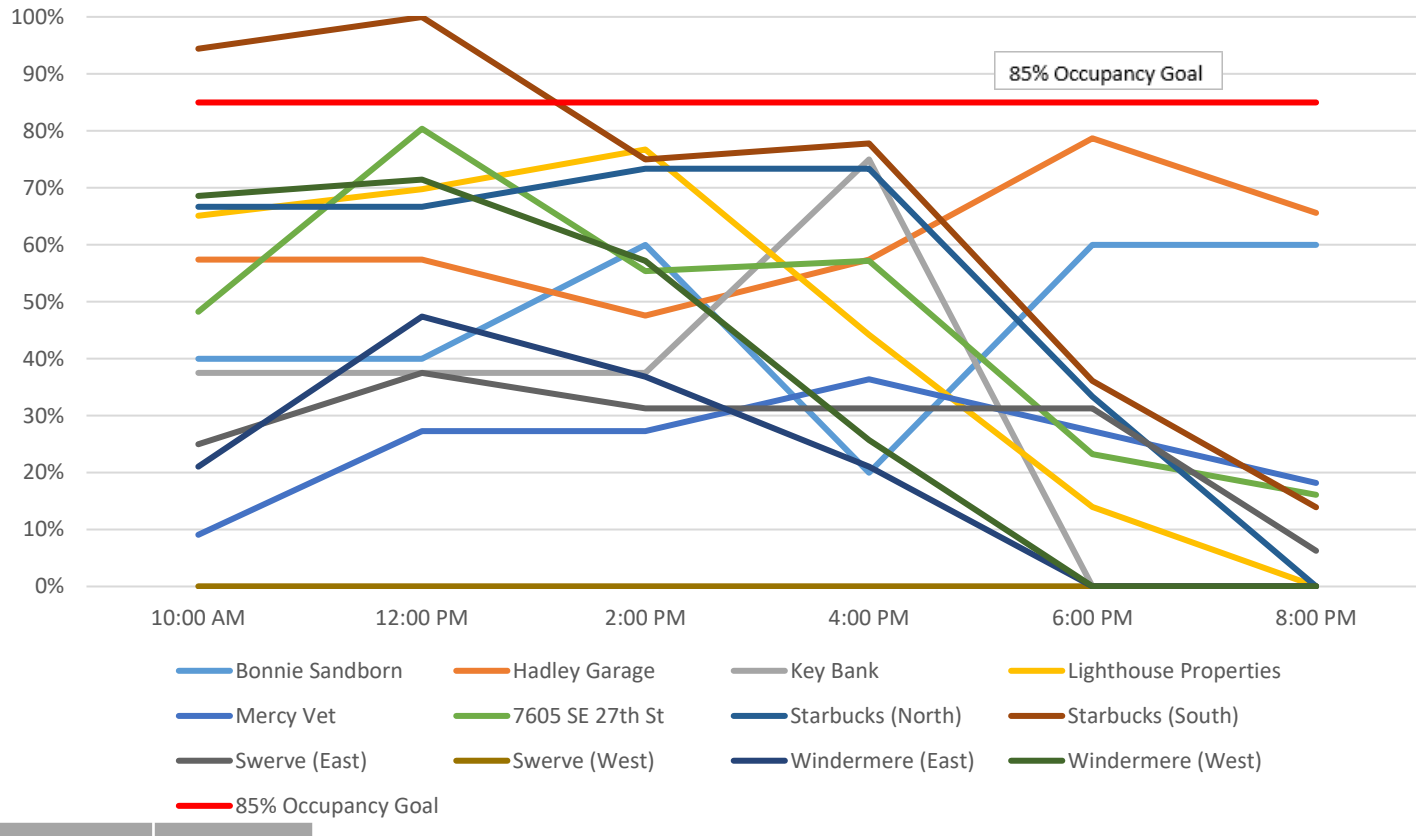


Total spaces	Available at 12pm peak
20	4

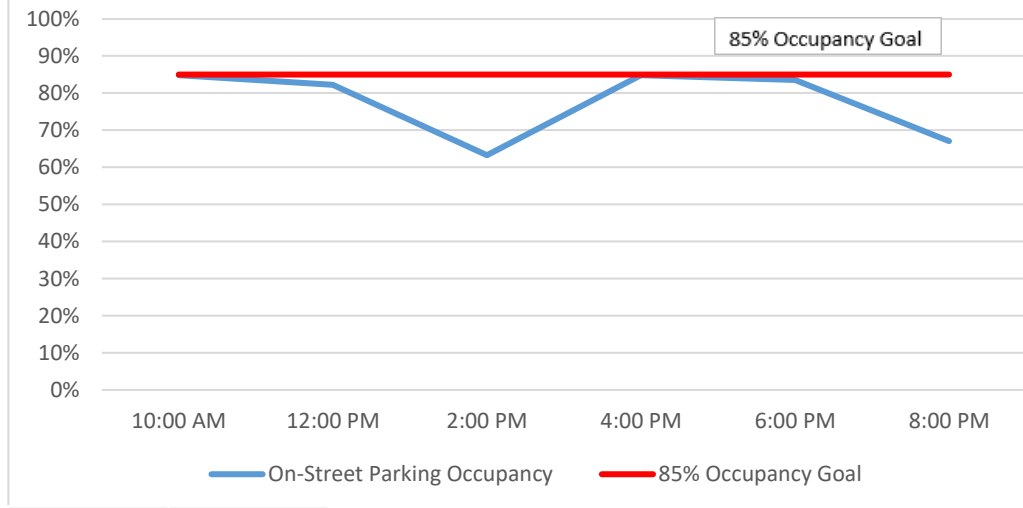
Area 2: Off- and On-Street

Item 1.

Area 2 - Off-Street Parking Occupancies, Wednesday 6/8/22



Area 2 - On-Street Parking Occupancy, Wednesday 6/8/22

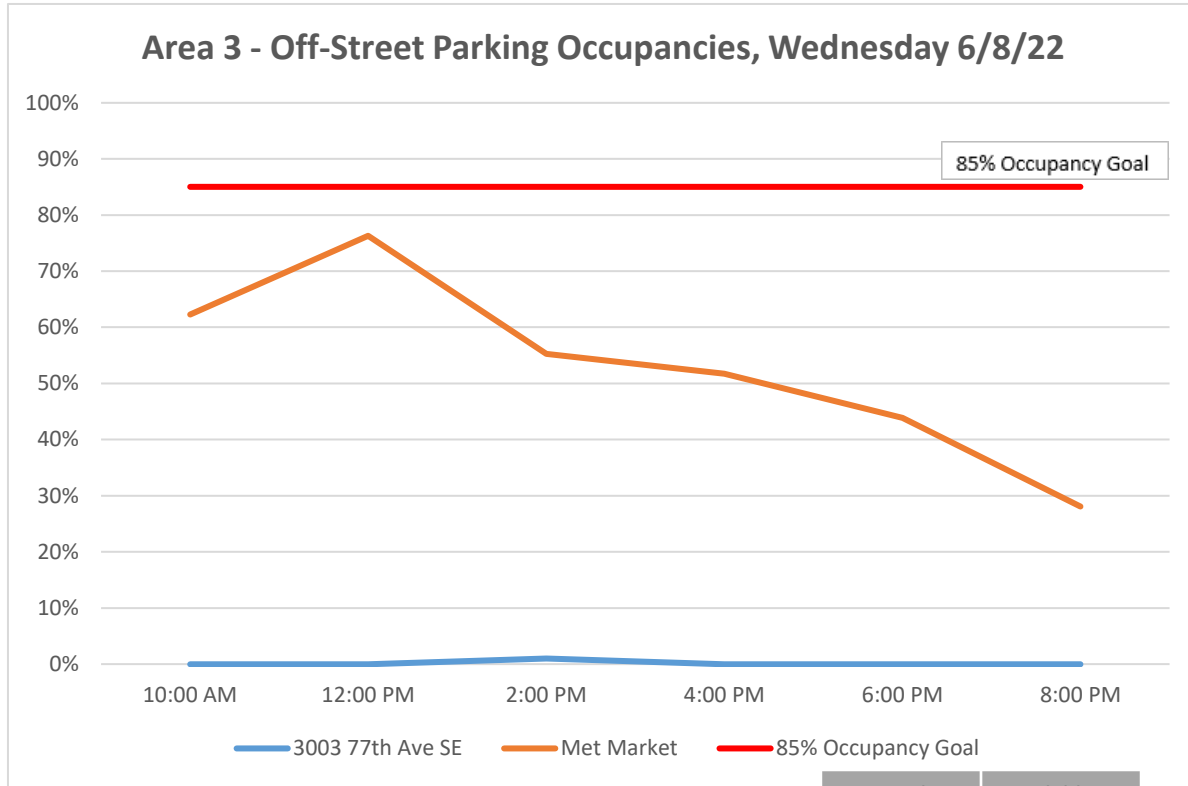


Total spaces	Available at 12pm peak
312	108

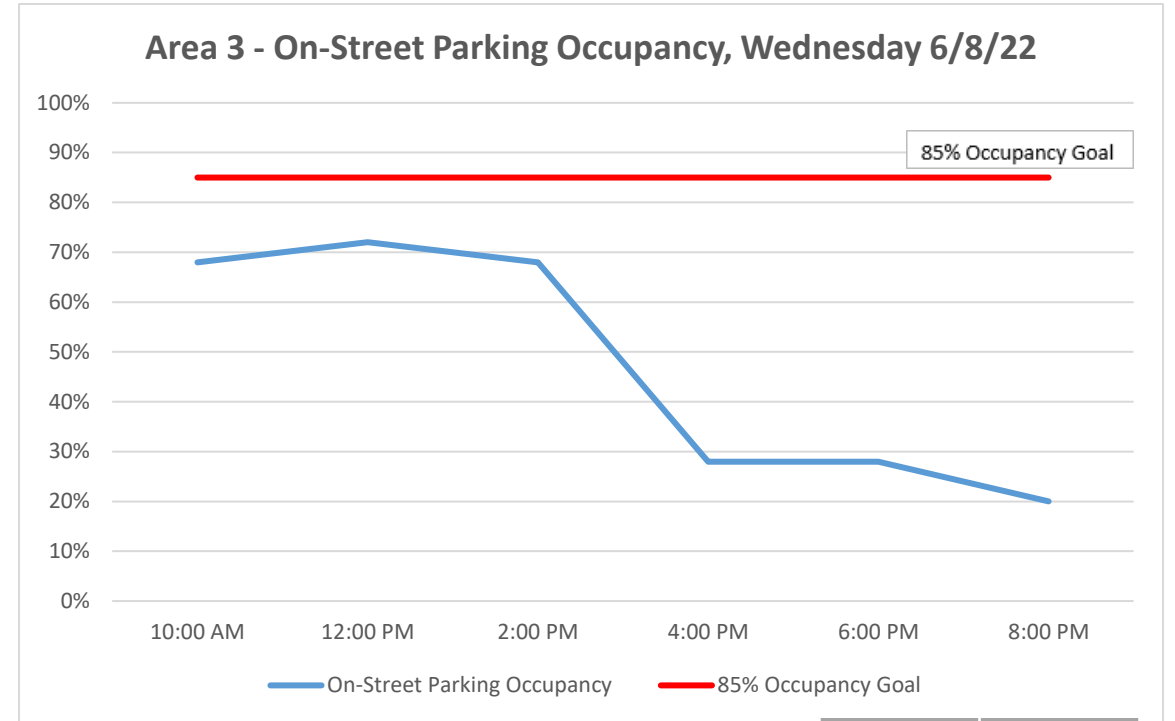
Total spaces	Available at 12pm peak
79	14

Area 3: Off- and On-Street

Item 1.



Total spaces	Available at 12pm peak
212	125

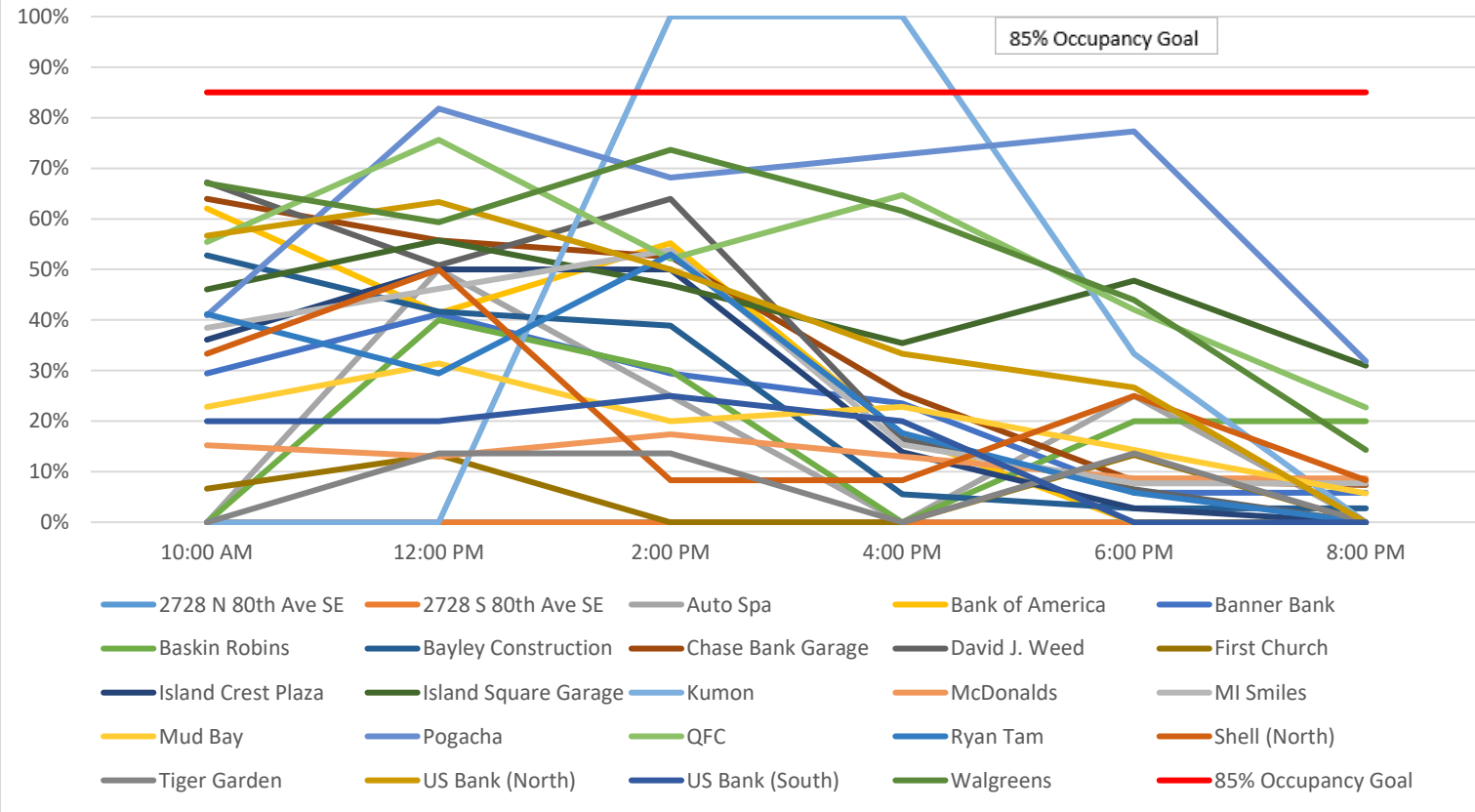


Total spaces	Available at 12pm peak
25	7

Area 4: Off- and On-Street

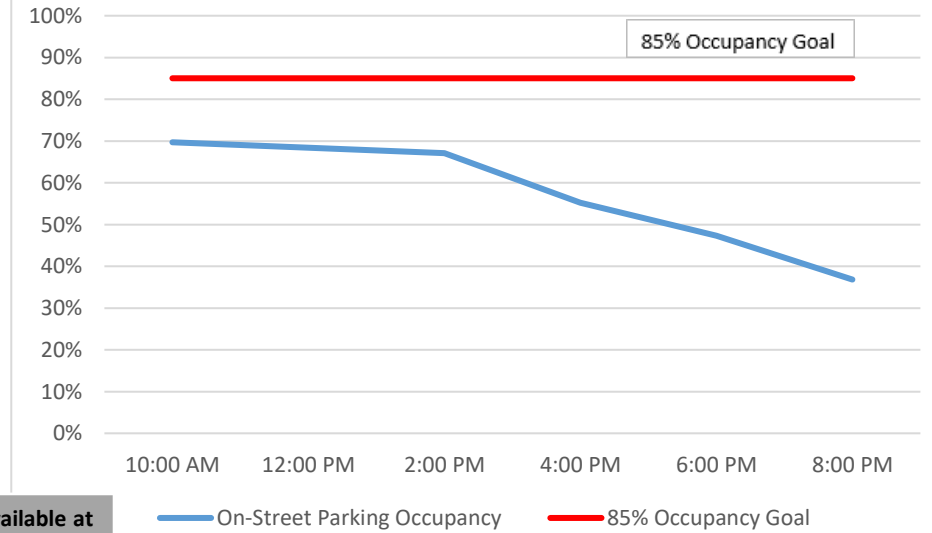
Item 1.

Area 4 - Off-Street Parking Occupancies, Wednesday 6/8/22



Total spaces	Available at 12pm peak
891	447

Area 4 - On-Street Parking Occupancy, Wednesday 6/8/22



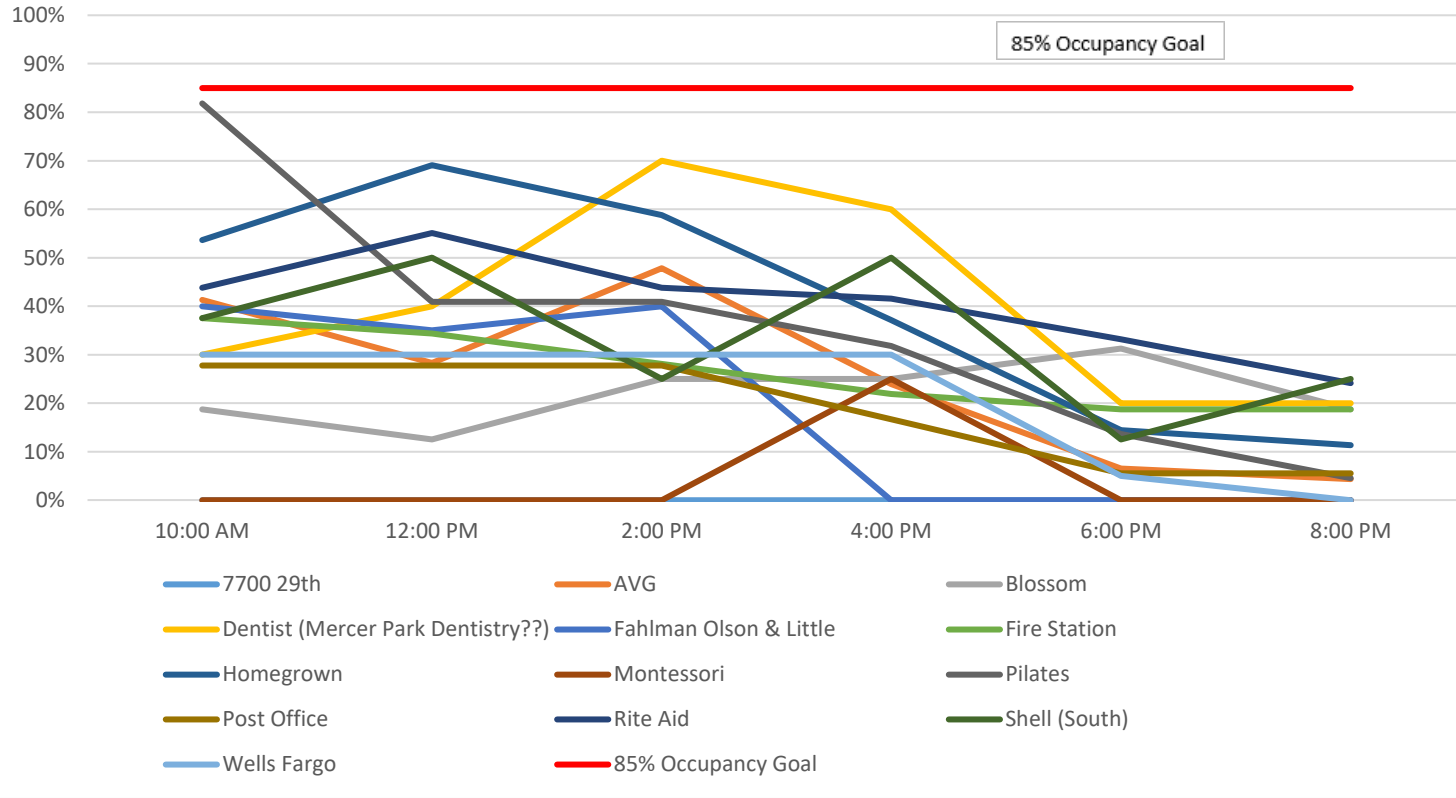
Total spaces	Available at 12pm peak
76	24

37

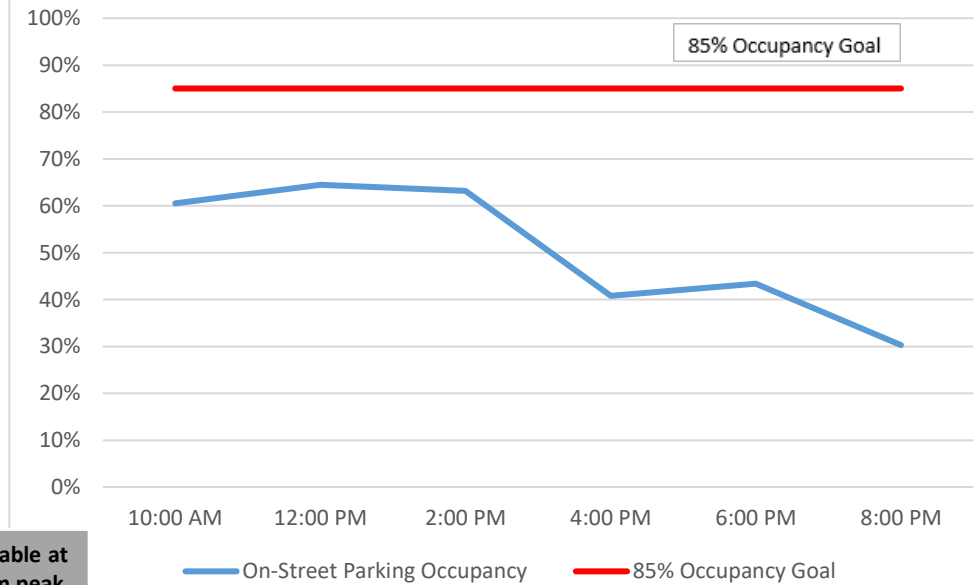
Area 5: Off- and On-Street

Item 1.

Area 5 - Off-Street Parking Occupancies, Wednesday 6/8/22



Area 5 - Off-Street Parking Occupancy, Wednesday 6/8/22



Total spaces	Available at 12pm peak
531	286

Total spaces	Available at 12pm peak
76	27

MERCER ISLAND TOWN CENTER PARKING STUDY

TASK DELIVERABLE: ENGAGEMENT PLAN

JUNE 10, 2022 (UPDATED)

CITY OF MERCER ISLAND 2021/2022 TOWN CENTER PARKING STUDY: ENGAGEMENT PLAN

Community engagement—and more specifically, community collaboration—is tantamount to our work on an effective, equitable, and implementable City of Mercer Island Town Center Parking Study. The purpose of this Engagement Plan is to detail the specifics of this collaboration effort, including:

- The framework and guiding principles for our engagement strategy
- How decisions made as part of this work will affect the Mercer Island community
- How our engagement strategy will coordinate with other engagement efforts undertaken by the City
- How our engagement strategy will seek to equitably include and collaborate with typically underrepresented groups
- Key collaboration partners, their roles for the project, and how each will be engaged
- How we will measure the success of our engagement strategy

CITY OF MERCER ISLAND ENGAGEMENT STRATEGY FRAMEWORK

The Mercer Island Engagement Strategy will focus on the following key tenets:

- **Building Understanding and Awareness:** Craft a singular message about the project scope, purpose, and objectives, and sharing that message broadly and transparently with the public.
- **Creating a Shared Vision of Success:** Work with City staff and key stakeholders—such as decision-making bodies, the business community, and residents—to create a collective vision of what success for this project will look like and feel like.
- **Leveraging Existing Community Engagement Successes:** Build upon existing mediums where the Mercer Island community is comfortable sharing input—such as the Let’s Talk Mercer Island website—and closely coordinate with concurrent and ongoing community engagement efforts.
- **Offering Layered Options:** Acknowledge that different members of the Mercer Island community have different levels of interest, time, and ability to participate in the engagement process. Offer layered and multi-faceted opportunities so that everyone can have an equitable voice in project outcomes.

COMMUNITY IMPACT

Changes to parking, access, and the curb in Town Center will impact the entire Mercer Island community to varying degrees in the following ways:

- Impacts on the ability of Mercer Island community members, including residents, customers, business and property owners, and employees to access their destinations using their desired mode of transportation
- Impacts on the ability of Mercer Island community members, including residents, customers, business and property owners, and employees to use the curb for their needs, such as conducting business, making or receiving a delivery, traveling from place to place, or recreating.
- The short-term and long-term identity, economic health and vibrancy of Town Center
- Environmental impacts and opportunities created by, or influenced by, decisions about the parking and mobility system and how options are priced and treated in the right-of-way

MERCER ISLAND TOWN CENTER PARKING STUDY

TASK DELIVERABLE: ENGAGEMENT PLAN

JUNE 10, 2022 (UPDATED)

Beyond these community-wide impacts, we anticipate that the following groups will be most significantly impacted by the decisions, recommendations, and actions included in the Town Center Parking Study:

- **Employers and Commercial Space Owners/Operators:** Employers and commercial space owners/operators may have a significant interest in how parking, access and curb management will influence the transportation decisions of their employees and tenants, and the convenience of the community in the eyes of potential hires and tenants.
- **Service Business Owners and Operators:** Retail and restaurant business owners and operators may have a significant interest in how parking, access and curb management will influence the transportation decisions of their customers, and how their customers may view the convenience and affordability of the Mercer Island community as a service destination.
- **Town Center Residents:** Residents of Town Center may have a significant interest in how parking, access and curb management will influence their transportation options and how they access their homes.

RELATIONSHIP WITH OTHER ONGOING ENGAGEMENT EFFORTS

Planning efforts concurrently undertaken by the City with public engagement efforts that are related to and/or have bearing on the Town Center Parking Study included the Comprehensive Plan Periodic Update, the Transportation Improvement Program (TIP) 2022, and the Climate Action Plan.

- **Comprehensive Plan Periodic Update:** The [approved public participation plan](#) for the Comprehensive Plan Periodic Update focuses public input on economic development and housing impacts and vision. Possible links to the Town Center Parking Study might include identified parking, access, and mobility elements to, in, around, or through Town Center that impact economic vitality or housing affordability and affordability.
- **Transportation Improvement Program (TIP) 2022:** Public participation on the 2022 TIP focuses on comments and ideas on possible transportation infrastructure improvements. Possible links to the Town Center Parking Study might include comments on parking, connectivity, and overall access to, in, around, or through Town Center.
- **Climate Action Plan:** Future community collaboration on the Climate Action Plan will focus on feedback and support of possible strategies to meet greenhouse gas emissions reduction targets. Possible links to the Town Center Parking Study might include climate action steps that focus on transportation demand management and reduction of emissions from single-occupancy vehicles. Of note, much of the comments from community members in the initial Community Kickoff Event (held in December 2021) focused on transportation options.

Specific action steps to align engagement related to the Town Center Parking Study with these concurrent and related planning efforts include:

- **Links on Let's Talk Mercer Island Website:** Work with City staff and project leaders to connect the Town Center Parking Study project page with related project pages through live links, quick polls, and other activities/integrations as appropriate.
- **Engagement Modules:** Work with City staff and project leaders to deploy Town Center Parking Study engagement modules at community meetings dedicated to these interrelated projects as appropriate.

MERCER ISLAND TOWN CENTER PARKING STUDY

TASK DELIVERABLE: ENGAGEMENT PLAN

JUNE 10, 2022 (UPDATED)

KEY ENGAGEMENT PARTNERS

We have developed a unique engagement strategy for each collaboration partner, outlined below.

CITY STAFF

ROLE AND FEEDBACK FOCUS

City staff representing multiple departments will serve as the primary technical advisors for information-gathering, strategy development, alternatives analysis, and ultimate alternative selection. Primarily, their insight and feedback will:

- Ensure that appropriate and meaningful data is collected and assessed.
- Assist in crafting appropriate, focused, and contextual messaging to other collaboration partners.
- Spearhead coordination and alignment with other key City projects.
- Help the project team understand the comprehensive impacts of decisions across all City departments and staff levels.

MEMBERSHIP

The core City staff team includes the following members (subject to change based on staff turnover or changes to project scope and direction):

- Jessi Bon, City Manager
- Sarah Bluvus, Economic Development Coordinator
- Jeff Thomas, Interim Director, Community Planning and Development
- Matt Mornick, Director, Finance
- Mike Seifert, Operations Commander, Police Department

MEETINGS AND METHODS OF ENGAGEMENT

Targeted web-based meetings are the primary method of engagement for this constituency. Meetings will be scheduled over the course of the project to discuss findings, recommendations, and next steps at each critical juncture.

HEAVILY IMPACTED COMMUNITY GROUPS AND MEMBERS

ROLE AND FEEDBACK FOCUS

The voices of community groups and individual members most significantly impacted by the study's outcomes—such as the Town Center business community, resident groups, transportation and mobility advocacy and policy groups, and others—will be elevated through targeted outreach. The goals of this targeted outreach are to:

- Create opportunity for the voices of organizations and constituencies with a close relationship to Town Center to be heard and centered.
- Help to expand the reach of the engagement process by engaging with their constituents and contacts.
- Evaluate the prospective acceptance of various strategies and decisions.

MERCER ISLAND TOWN CENTER PARKING STUDY

TASK DELIVERABLE: ENGAGEMENT PLAN

JUNE 10, 2022 (UPDATED)

- Build champions of the project and help to create broad support.

MEMBERSHIP

Membership in this group is not exclusive; however, outreach will be targeted as described above.

MEETINGS AND METHODS OF ENGAGEMENT

Project Launch, Updates and Opportunities for Input:

We will build three e-mail/social media blasts at key project milestones, summarizing progress and ways to share input on Let's Talk Mercer. Let's Talk Mercer content will be updated at these three intervals.

- **Project Announcement:** Project one-pager, description of goals and objectives, and information-building and vision-building polling questions, idea generation and mapping activity on Let's Talk Mercer.
- **Direction-Building:** Update on project progress with new direction-building activities on Let's Talk Mercer.
- **Consensus-Building:** Update on project progress and announcement about project adoption and how to show support, as well as consensus-building and excitement-building polls and ideas generation on Let's Talk Mercer.

Virtual Focus Groups:

Two virtual meetings held in Summer 2022 with an open invitation, but targeted towards the key groups referenced above. Meeting content will include a project overview and a number of activities to provide direction-building feedback.

COMMUNITY-AT-LARGE

ROLE AND FEEDBACK FOCUS

The community-at-large will be our guiding voice throughout the project, offering diverse and multiple perspectives on their experience with parking and mobility system and its programs, their acceptance of various strategies and opportunities, and their predictions for how certain changes would influence their own transportation choices. Primarily, their insight and feedback will:

- Build a broad understanding of system challenges, opportunities, and likely outcomes.
- Share their personal acceptance of and reactions to various strategies and decisions.
- Help to generate increased engagement and collaboration through social media, word of mouth, and other organic methods.

MEMBERSHIP

For the purposes of this project, the definition of "community-at-large" is inclusive of any person who engages with the Town Center parking and mobility system in any way, even indirectly.

METHODS OF ENGAGEMENT

Our engagement plan for this collaboration partner includes multiple opportunities to learn about the project, learn about parking and mobility in general, and provide feedback, including both ongoing 24/7 options and scheduled events.

MERCER ISLAND TOWN CENTER PARKING STUDY

TASK DELIVERABLE: ENGAGEMENT PLAN

JUNE 10, 2022 (UPDATED)

- **Project Awareness:** Development and issuance of a Project One-Pager with a clear and concise description of project scope, objectives, impacts, and opportunities for collaboration through City website, Let's Talk Mercer Island website, social media channels, and other mediums as appropriate, such as at City Hall, the Mercer Island Library, and Town Center businesses.
- **Let's Talk Mercer Island Website Engagement:** Quick polls, comment threads, and mapping activities on
 - the Let's Talk Mercer Island website project page.
- **Engagement Modules:** A series of simple, interactive 15- and 30-minute virtual engagement modules using our Mural and Mentimeter platforms to gather feedback from integral community groups as determined by the City, such as the Chamber of Commerce, the Mercer Island PTA Council, and others. We will create training materials on these modules to City staff, and present at up to three (3) meetings or sessions.

CITY LEADERSHIP

ROLE AND FEEDBACK FOCUS

The role of City leadership is to make decisions at key milestone points over the duration of the project, using the technical analysis of the project team and the input of our core collaboration partners to guide them. Their insight, feedback, and direction will also:

- Align project outcomes with broader community goals, objectives, policies, and constraints.
- Represent the broad, future-forward interests of the Mercer Island community.

MEMBERSHIP

The Mercer Island City Council will serve as the primary decision-making body involved in the project. Other bodies, such as the Planning Commission and Design Commission, may be included at various intervals over the project's duration.

MEETINGS AND METHODS OF ENGAGEMENT

Targeted web-based meetings/work sessions are the primary method of engagement for this constituency. The following meetings are scheduled over the duration of the project (where dates are tentative, only the month is listed):

July 2022: City Council work session to discuss key findings from to-date analysis and engagement from the Project Advisory Committee and general public, and workshop initial recommendations.

October 2022: Presentation to City Council focused on final recommendations and discussion of implementation and action steps.

MEASURING SUCCESS

A successful engagement plan is essential to effective, community-supported, and sustainable strategies for the parking, access, and mobility in Town Center. Throughout the project duration, we must be able to draw a clear line between the input we collect from our collaboration partners and the strategies developed and decisions made. Our engagement efforts will be evaluated on an ongoing basis in the following ways:

MERCER ISLAND TOWN CENTER PARKING STUDY

TASK DELIVERABLE: ENGAGEMENT PLAN

JUNE 10, 2022 (UPDATED)

- **Alignment of feedback with stated purpose of engagement:** We will compare contributions from our collaboration partners with the stated purpose of engagement for each constituency. If a lack of alignment is noted, we will add new engagement methods, reach out to new collaborators, or offer different prompts for participants to generate additional feedback and input. For example, if the community is heavily focused on traffic and congestion, we will tailor prompts to focus more on permit parking experiences, paid parking experiences, or mobility experiences using modes outside of the single- occupancy vehicle.
- **Analytics:** Walker will work with City staff to evaluate both volume and demographics of participants in online opportunities for engagement on a monthly basis and develop recommendations for improving participation intensity and equity if needed.

Evaluations in these areas will be regularly discussed with the project management team, comprising both consultant staff and core City staff.

PROJECT CLOSEOUT

When the project is finished, collaborators must have a clear understanding of how their efforts shaped outcomes. They should also have time and space to reflect on the process and help improve and tailor future engagement processes. We will conduct the following actions at and as part of project close out:

- **Final Report Language:** The final report will not only include a section summarizing public input; it will also include call-outs throughout the document drawing the connections between recommendations and strategies chosen and the input supporting those recommendations and strategies. In this way, readers who participated in the process can visualize the impact of their voices on the final decisions.
- **Post-Project Thank you and Survey:** We will reach out to collaborators to thank them for their time and energy. We will also develop a short (3-5 question) survey asking participants to share their opinion of the engagement process and offer suggestions for improvement.



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6125
July 19, 2022
Special Business

AGENDA BILL INFORMATION

TITLE:	AB 6125: 2021 Community Member of the Year	<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:	Proclaim Avi Schiffmann as the 2021 Community Member of the Year.	

DEPARTMENT:	City Council		
STAFF:	Mayor Salim Nice Andrea Larson, City Clerk		
COUNCIL LIAISON:	n/a		
EXHIBITS:	1. Proclamation No. 291		
CITY COUNCIL PRIORITY:	n/a		

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

EXECUTIVE SUMMARY

Proclaim Avi Schiffmann as the 2021 Community Member of the Year (see Exhibit 1).

BACKGROUND

The Community Member of the Year is an annual tradition of the Mercer Island City Council to recognize an individual or group (“honoree”) for their contributions to making the Mercer Island community a great place to live and work. The honoree is selected based on the following criteria:

- Significant service accomplishments within the past year
- The quality, scale, and duration of the benefits to the community resulting from the accomplishments
- The amount of time and energy devoted to the community beyond the scope of normal responsibilities
- The nature of the challenges faced and overcome by the honoree
- The extent of previous recognition received by the honoree (e.g., the nominee is an “unsung hero”)

ISSUE/DISCUSSION

At the March 26, 2022, City Council Planning Session, the City Council selected Avi Schiffman as the 2021 Community Member of the Year.

Avi built the nCoV2019.live website in December 2019 while he was a student at Mercer Island High School. Avi's website tracks COVID-19 data around the globe and he received international recognition for his work.

Avi will be honored at the July 19, 2022, City Council meeting as the 2021 Community Member of the year (see Proclamation No. 291 – Exhibit 1) and presented with a plaque from the Council.

The past recipients of the Community Member of the Year award are listed on the City's website at www.mercerisland.gov/CommunityMember.

RECOMMENDED ACTION

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



City of Mercer Island, Washington

Proclamation

WHEREAS, in 1990, the City Council began recognizing outstanding contributions of Mercer Island community members and the City has continued this tradition for more than 30 years.

At the March 26, 2022, City Council Planning Session, the Council selected Avi Schiffman as the 2021 Community Member of the Year for his efforts to make data on COVID-19 easily accessible to the global community.

Avi built the nCoV2019.live website while he was a student at Mercer Island High School, which became one of the most popular information hubs tracking COVID-19 cases around the world. He spent countless hours working on the website and ensuring the information was accurate and current. He also turned down offers from advertisers to ensure nCoV2019.live remained ad-free and unbiased.

Avi is a champion for the web as a free source of information and data and he has continued to create sites that track and provide information. One of his recent projects is a collaboration on the Ukraine Take Shelter website, which connects Ukrainian refugees with potential hosts in neighboring countries. Avi hopes his work is an inspiration to other young people and shows that they too can make a difference.

Through Avi's innovation and drive to problem solve, he has positively impacted the global community.

NOW, THEREFORE, I, Salim Nice, Mayor of the City of Mercer Island, do hereby proclaim Avi Schiffmann as the

2021 COMMUNITY MEMBER OF THE YEAR

APPROVED, this 19th day of July 2022

Mayor Salim Nice

Proclamation No. 291



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

**AB 6116
July 19, 2022
Consent Agenda**

AGENDA BILL INFORMATION

TITLE:	AB 6116: July 7, 2022 Payroll Certification	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Approve the July 7, 2022 Payroll Certification in the amount of \$999,515.04.	

DEPARTMENT:	Administrative Services
STAFF:	Ali Spietz, Chief of Administration
COUNCIL LIAISON:	n/a
EXHIBITS:	1. July 7, 2022 Payroll Certification 2. FTE/LTE Counts
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

This is an approval of the payroll certification for the City of Mercer Island for the period from June 11, 2022 through June 24, 2022 in the amount of \$999,515.04 (see Exhibit 1).

BACKGROUND

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

ISSUE/DISCUSSION

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

Additional payments:

- \$12,484.20 in leave cash outs for terminated employees.
- \$1,276.72 in leave cash outs for current employees.
- \$103,368.17 in retro earnings for 48 AFSCME and 102 non-represented employees as authorized in [AB 6103](#)
- \$3,484.49 in service and recognition awards.
- \$62,494.71 in overtime earnings (see chart for overtime hours by department).

Overtime hours by department:

Department	Hours
Administrative Services	
City Attorney's Office	
City Manager's Office	
Community Planning & Development	
Finance	
Fire	607.50
Municipal Court	
Police	158.75
Public Works	62.25
Thrift Shop	
Youth & Family Services	
Total Overtime Hours	828.50

FTE/LTE COUNTS

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

Casual Labor

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

Thrift Shop Recovery and Staffing

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

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

RECOMMENDED ACTION

Approve the July 7, 2022 Payroll Certification (Exhibit 1) in the amount of \$999,515.04 and authorize the Mayor to sign the certification on behalf of the entire City Council.

CITY OF MERCER ISLAND PAYROLL CERTIFICATION

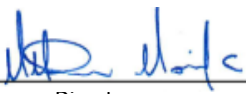
Item 3.

PAYROLL PERIOD ENDING **6.24.2022**
PAYROLL DATED **7.01.2022**

Net Cash	\$	670,959.26
Net Voids/Manuals	\$	-
Net Total	\$	670,959.26
Federal Tax Deposit	\$	113,728.10
Social Security and Medicare Taxes	\$	59,782.19
Medicare Taxes Only (Fire Fighter Employees)	\$	2,839.53
State Tax (Oregon, Massachusetts and North Carolina)	\$	189.88
Family/Medical Leave Tax (Massachusetts)	\$	3.79
Public Employees' Retirement System (PERS Plan 2)	\$	30,677.14
Public Employees' Retirement System (PERS Plan 3)	\$	8,223.32
Public Employees' Retirement System (PERSJM)	\$	619.05
Public Safety Employees' Retirement System (PSERS)	\$	213.46
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	\$	29,986.43
Regence & LEOFF Trust Medical Insurance Deductions	\$	12,645.85
Domestic Partner Medical Insurance Deductions	\$	994.44
Kaiser Medical Insurance Deductions	\$	735.23
Health Care - Flexible Spending Account Contributions	\$	1,530.95
Dependent Care - Flexible Spending Account Contributions	\$	1,224.71
ICMA Roth IRA Contributions	\$	519.23
ICMA 457 Deferred Compensation Contributions	\$	34,247.50
Fire Nationwide 457 Deferred Compensation Contributions	\$	17,123.06
Fire Nationwide Roth IRA Contributions	\$	1,075.00
ICMA 401K Deferred Compensation Contributions	\$	-
Garnishments (Chapter 13)	\$	1,070.89
Child Support Wage Garnishment	\$	798.03
Mercer Island Employee Association Dues	\$	207.50
AFSCME Union Dues	\$	-
Police Union Dues	\$	-
Fire Union Dues	\$	2,224.59
Fire Union Supplemental Dues	\$	160.00
Standard - Supplemental Life Insurance	\$	-
Unum - Long Term Care Insurance	\$	1,086.15
AFLAC - Supplemental Insurance Plans	\$	238.52
Coffee Club Dues	\$	136.00
Transportation - Flexible Spending Account Contributions	\$	62.50
Fire HRA-VEBA Contributions	\$	6,210.43
Oregon Transit Tax and Oregon Benefit Tax	\$	2.31
Tax & Benefit Obligations Total	\$	328,555.78

TOTAL GROSS PAYROLL	\$ 999,515.04
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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.

FTE AND LTE COUNTS AS OF 6/24/2022

Full Time Equivalents (FTEs)	2022	2022
	Budgeted	Actual
Administrative Services	13.50	11.50
City Attorney's Office	2.00	2.00
City Manager's Office	4.00	4.00
Community Planning & Development ³	17.50	14.50
Finance ⁹	9.00	8.00
Fire	32.00	28.00
Municipal Court	3.30	3.10
Police ¹	37.50	37.50
Public Works ¹⁰	62.80	59.30
Recreation ⁶	10.25	9.50
Thrift Shop ⁷	2.00	2.00
Youth & Family Services ²	11.43	10.60
Total FTEs	205.28	190.00
Limited Term Equivalents (LTEs)	2022	2022
	Budgeted	Actual
Administrative Services ⁴	1.00	1.00
City Manager's Office ⁸	1.00	1.00
Community Planning & Development ³	1.50	0.50
Finance ¹¹		1.00
Thrift Shop	*	8.00
Youth & Family Services ¹²	2.43	1.60
Total LTEs	5.93	13.10
Total FTEs & LTEs	211.21	203.10

Footnotes:

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

FTE Vacancies:

- | | |
|--|--------------------------------------|
| 1.0 Assistant Planner | 1.0 HR Coordinator |
| 1.0 CPD Sr. Admin Assistant | 1.0 HR Manager |
| 1.0 Deputy Fire Chief (contracted out) | 0.5 Parks Maintenance Team Member |
| 0.83 Elementary School Counselor | 1.0 Principal Planner |
| 1.0 Financial Analyst | 0.75 Recreation Assistant (0.75 FTE) |
| 1.0 Fire Chief (contracted out) | 1.0 Urban Forestry Project Manager |
| 1.0 Fire Sr. Admin Assistant | 2.0 Utilities Team Member |
| 1.0 Firefighter | |

LTE Vacancies:

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

Notes:

Current Judge is 0.2 FTE less than budgeted
 Casual Labor (temporary and seasonal employees) are not included in the counts.

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	212320-212453	7/8/2022	\$1,040,147.12
			\$1,040,147.12

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P0114932	00212443	THRIVE COMMUNITIES	refund of deposit from special	200.00
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0114764	00212342	H D FOWLER	INVENTORY PURCHASES	3,716.47
P0114202	00212422	KIEWIT-HOFFMAN EASTLINK	HYDRANT METER RENTAL DEPOSIT F	2,576.12
P0114828	00212379	WALTER E NELSON CO	INVENTORY PURCHASES	2,607.10
P0114885	00212424	LAKESIDE INDUSTRIES	INVENTORY PURCHASES	2,083.09
P0114795	00212377	TRAFFIC SAFETY SUPPLY	INVENTORY PURCHASES	1,724.72
P0114819	00212369	SEATTLE PUBLIC UTILITIES	MAY 2022 RETAIL SERVICE CONNEC	1,081.00
P0114871	00212394	CERTIFIED LABORATORIES	INVENTORY PURCHASES	1,020.33
P0114875	00212406	GEMPLER'S INC	INVENTORY PURCHASES	839.81
P0114869	00212384	A.M. LEONARD INC	INVENTORY PURCHASES	550.58
P0114872	00212390	CAPITAL ONE TRADE CREDIT	INVENTORY PURCHASES	522.69
	00212380	WENDY LOU WJ LLC	REFUND OVERPAY 00416010006	360.86
P0114803	00212346	HOME DEPOT CREDIT SERVICE	INVENTORY PURCHASES	359.69
P0114876	00212409	GRAINGER	INVENTORY PURCHASES	256.19
P0114896	00212384	A.M. LEONARD INC	INVENTORY PURCHASES	229.40
P0114873	00212409	GRAINGER	INVENTORY PURCHASES	249.78
P0114804	00212341	GRAINGER	INVENTORY PURCHASES	201.85
	00212363	PETERSEN, JEFF	REFUND OVERPAY 00835200003	152.56
P0114894	00212412	H D FOWLER	INVENTORY PURCHASES	155.55
	00212328	CARY, TOM	REFUND 00517226002	111.64
	00212335	EDRIS, JAMES	REFUND OVERPAY 00108081011	108.83
P0114886	00212409	GRAINGER	INVENTORY PURCHASES	105.14
P0114734	00212341	GRAINGER	INVENTORY PURCHASES	20.65
<i>Org Key: 814074 - Garnishments</i>				
	00212330	CHAPTER 13 TRUSTEE	PAYROLL EARLY WARRANTS	572.00
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00212356	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	207.50
<i>Org Key: AS1100 - Administrative Services</i>				
P0114829	00212393	CDW GOVERNMENT INC	4 Monitors Payroll and Managem	1,147.42
P0114830	00212393	CDW GOVERNMENT INC	2 Adobe Acrobat Standard Cassi	718.45
P0114942	00212446	VERIZON WIRELESS	VERIZON MAY 24-JUN 23	217.50
P0114924	00212397	DEPT OF LICENSING	Spietz Notary Fee	30.00
<i>Org Key: CA1100 - Administration (CA)</i>				
P0114955	00212420	KEATING BUCKLIN & MCCORMACK	Invoice #17966 Professional	2,384.00
<i>Org Key: CA1150 - Attorney-Litigation</i>				
P0114937	00212429	McNaul Ebel Nawrot	Invoice #104494 Professional	62,799.34
<i>Org Key: CA1200 - Prosecution & Criminal Mngmnt</i>				
P0114884	00212415	HONEYWELL, MATTHEW V	Invoice #1278 Professional Ser	800.00
P0114954	00212415	HONEYWELL, MATTHEW V	Invoice #1279 Professional Ser	700.00
<i>Org Key: CM1100 - Administration (CM)</i>				
P0114941	00212446	VERIZON WIRELESS	VERIZON MAY 24-JUN23 RYAN,DAVE	126.36
<i>Org Key: CM1400 - Communications</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0114396	00212329	CDW GOVERNMENT INC	Adobe Creative Cloud Suite Ren	1,015.59
<i>Org Key: CR1100 - Human Resources</i>				
P0114891	00212414	HOLMES WEDDLE & BARCOTT	INV #812623 Professional Servi	1,650.00
P0114843	00212321	ADP, Inc.	ADP WFN Optimization Plus INV	833.33
P0114841	00212373	SUMMIT LAW GROUP	Labor Relations Support INV #1	412.50
P0114890	00212437	PUBLIC SAFETY TESTING INC	Fire Q2 2022 Subscription INV	375.00
P0114907	00212437	PUBLIC SAFETY TESTING INC	MI Police May 2022 Fees	319.00
P0114967	00212449	WA State Treasurer	PFML Voluntary Plan Applicatio	250.00
P0114866	00212378	WA FITNESS SERVICES INC	QUARTERLY SERVICE OF EXERCISE	187.17
<i>Org Key: CT1100 - Municipal Court</i>				
P0114735	00212326	AV CAPTURE	AV Capture All Inc - Invoice #	1,651.50
P0114883	00212417	INTERCOM LANGUAGE SERVICES INC	Intercom invoice #22-267	420.00
P0114940	00212446	VERIZON WIRELESS	VERIZON MAY 24- JUN 23	42.12
P0114913	00212425	LANGUAGE LINE SERVICES	Language Line invoice #1056928	8.33
<i>Org Key: DS0000 - Development Services-Revenue</i>				
	00212438	SEABORN PILE DRIVING CO	OVERPAYMENT	3,637.66
	00212332	CHEN, SYLVIE	REFUND OVERPAY 2205-004	374.18
<i>Org Key: DS1100 - Administration (DS)</i>				
P0114834	00212364	REID MIDDLETON INC	STRUCTURAL PEER REVIEW SERVICE	1,506.25
P0114944	00212446	VERIZON WIRELESS	VERIZON MAY 24- JUNE 23 CPD	769.61
P0114874	00212393	CDW GOVERNMENT INC	Adobe Acrobat Pro 2020 John Ke	540.04
P0114750	00212393	CDW GOVERNMENT INC	Adobe Acrobat Standard 2020	359.22
P0114877	00212409	GRAINGER	ZIP TIES	101.92
<i>Org Key: DS1200 - Bldg Plan Review & Inspection</i>				
	00212418	Judge, Tom	BOOTS/CLOTHING	198.16
<i>Org Key: DS1300 - Land Use Planning Svc</i>				
P0114887	00212405	Galt, John	INVOICE 3232 PREPARE LETTER TO	343.75
<i>Org Key: FN1100 - Administration (FN)</i>				
P0114853	00212359	NW MODULAR SYSTEMS FURNITURE	Labor to remove existing wall	1,045.95
P0114398	00212329	CDW GOVERNMENT INC	2 Additional Monitors	573.71
P0114915	00212447	VERIZON WIRELESS	MAY 24-JUN 23 CITY CELL PHONES	47.12
P0114915	00212447	VERIZON WIRELESS	MAY 24-JUN 23 CITY CELL PHONES	42.12
P0114915	00212447	VERIZON WIRELESS	MAY 24-JUN 23 CITY CELL PHONES	42.12
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0114961	00212404	FCS GROUP	WATER, SEWER, AND STORMWATER R	750.38
P0114797	00212355	METROPRESORT	JUNE 2022 PRINTING & MAILING O	83.21
P0114751	00212355	METROPRESORT	JUNE 2022 PRINTING & MAILING O	77.20
P0114797	00212355	METROPRESORT	JUNE 2022 PRINTING & MAILING O	73.59
P0114888	00212430	METROPRESORT	JUNE 2022 PRINTING & MAILING	70.93
P0114751	00212355	METROPRESORT	JUNE 2022 PRINTING & MAILING O	68.19
P0114888	00212430	METROPRESORT	JUNE 2022 PRINTING & MAILING	62.80
P0114915	00212447	VERIZON WIRELESS	MAY 24-JUN 23 CITY CELL PHONES	47.12
P0114915	00212447	VERIZON WIRELESS	MAY 24-JUN 23 CITY CELL PHONES	42.12
P0114915	00212447	VERIZON WIRELESS	MAY 24-JUN 23 CITY CELL PHONES	42.12

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0114961	00212404	FCS GROUP	WATER, SEWER, AND STORMWATER R	750.37
P0114797	00212355	METROPRESORT	JUNE 2022 PRINTING & MAILING O	83.21
P0114751	00212355	METROPRESORT	JUNE 2022 PRINTING & MAILING O	77.21
P0114797	00212355	METROPRESORT	JUNE 2022 PRINTING & MAILING O	73.59
P0114888	00212430	METROPRESORT	JUNE 2022 PRINTING & MAILING	70.93
P0114751	00212355	METROPRESORT	JUNE 2022 PRINTING & MAILING O	68.19
P0114888	00212430	METROPRESORT	JUNE 2022 PRINTING & MAILING	62.80
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0114961	00212404	FCS GROUP	WATER, SEWER, AND STORMWATER R	166.75
P0114797	00212355	METROPRESORT	JUNE 2022 PRINTING & MAILING O	83.21
P0114751	00212355	METROPRESORT	JUNE 2022 PRINTING & MAILING O	77.22
P0114797	00212355	METROPRESORT	JUNE 2022 PRINTING & MAILING O	73.58
P0114888	00212430	METROPRESORT	JUNE 2022 PRINTING & MAILING	70.94
P0114751	00212355	METROPRESORT	JUNE 2022 PRINTING & MAILING O	68.20
P0114888	00212430	METROPRESORT	JUNE 2022 PRINTING & MAILING	62.80
<i>Org Key: FR1100 - Administration (FR)</i>				
P0114921	00212402	EASTSIDE FIRE & RESCUE	Admin Services 06/2022 INV #47	29,700.00
P0114879	00212374	SYSTEMS DESIGN WEST LLC	Transport Billing Fees 5/2022	1,603.78
P0114918	00212387	ASPECT SOFTWARE INC	Telestaff Fee July 2022 INV	165.15
<i>Org Key: FR2100 - Fire Operations</i>				
P0114920	00212416	HUGHES FIRE EQUIPMENT INC	Pump Seal Repairs INV #579133	6,259.88
P0114840	00212348	HUGHES FIRE EQUIPMENT INC	Smartdocks Installation INV #5	4,609.35
P0114840	00212348	HUGHES FIRE EQUIPMENT INC	SCBA Mounts & Brackets Install	4,302.40
P0114870	00212352	KROESENS UNIFORM COMPANY	FD Uniform Supplies INV #68610	629.80
P0114920	00212416	HUGHES FIRE EQUIPMENT INC	Pump Test INV #579132	502.88
P0114939	00212446	VERIZON WIRELESS	VERIZON MAY 7- JUN 6 FIRE	18.70
<i>Org Key: FR2400 - Fire Suppression</i>				
P0114919	00212428	LN CURTIS & SONS	Twister Nozzles INV607948	275.80
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0114458	00212442	STRYKER E.M.S.	Two Power Stretchers (A191/A19	52,756.29
P0114458	00212442	STRYKER E.M.S.	Two Power Stretchers (A191/A19	13,933.20
P0114458	00212442	STRYKER E.M.S.	Two Power Stretchers (A191/A19	2,600.10
P0114880	00212354	LIFE ASSIST INC	Stock Aid Supplies INV #121786	2,447.63
P0114880	00212354	LIFE ASSIST INC	Stock Aid Supplies INV #122124	524.52
P0114805	00212322	AIRGAS USA LLC	Oxygen/Fire INV #9126936868	10.35
<i>Org Key: GB0100 - City Hall Building Repairs</i>				
P0114853	00212359	NW MODULAR SYSTEMS FURNITURE	Labor to remove existing wall	2,510.28
<i>Org Key: GB0101 - Public Works Building Repairs</i>				
P0114792	00212361	PACIFIC INDUSTRIAL SUPPLY CO	MISC. NEW ALUMINUM SHAPES	471.67
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0114839	00212366	RICOH USA INC (FIRE)	Fire Copier Rental INV #106276	557.54
<i>Org Key: GGM005 - Genera Govt-LI Retiree Costs</i>				
P0114929	00212399	DEVENY, JAN P	LEOFF1 LTC Expenses	9,641.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0114930	00212450	WALLACE, THOMAS	LEOFF1 LTC Expenses	6,000.00
P0114928	00212408	GOODMAN, J C	LEOFF1 Retiree Medical Expense	1,569.74
P0114898	00212396	DEEDS, EDWARD G	LEOFF1 Retiree Medical Expense	368.48
P0114903	00212413	HAGSTROM, JAMES	FRLEOFF1 Retiree Medical Expens	302.97
P0114904	00212431	MYERS, JAMES S	LEOFF1 Retiree Medical Expense	287.31
P0114897	00212388	BOOTH, GLENDON D	LEOFF1 Retiree Medical Expense	203.94
P0114905	00212450	WALLACE, THOMAS	LEOFF1 Retiree Medical Expense	176.02
P0114906	00212451	WEGNER, KEN	LEOFF1 Retiree Medical Expense	171.97
P0114901	00212403	ELSOE, RONALD	LEOFF1 Retiree Medical Expense	150.42
P0114899	00212396	DEEDS, EDWARD G	LEOFF1 Retiree Medical Expense	131.26
P0114900	00212399	DEVENY, JAN P	LEOFF1 Retiree Medical Expense	66.57
P0114902	00212403	ELSOE, RONALD	LEOFF1 Retiree Medical Expense	51.74
<i>Org Key: GT0108 - Technology Equipment Replaceme</i>				
P0114833	00212385	ALL PHASE COMM LLC	10 Mitel 6920s	2,363.79
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0114831	00212325	CHIP GEORGE INC	1 Year CradlePoint Netcloud Re	11,772.29
P0114832	00212426	LIFTOFF LLC	Office 365 Additional 3 E3 3 E	672.00
P0114914	00212447	VERIZON WIRELESS	MAY 24-JUN 23 IGS LOANER, IT O	208.49
P0114915	00212447	VERIZON WIRELESS	MAY 24-JUN 23 CITY CELL PHONES	40.01
<i>Org Key: IS3170 - ARPA-ArcGIS Utility Network</i>				
P0114758	00212339	GIS INC A CONTINENTAL MAPPING	MAY 2022 GIS SERVICES UN JUMPS	16,561.70
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0114851	00212350	KC FINANCE	PROJECT # 1135622 RSD SGNL 77	1,061.76
P0114972	00212453	WSDOT	SE 28TH AND 80TH AVE SE	288.95
P0111260	00212333	COLUMBIA BANK	ROW DEPT ELECTRICAL - RETAINGE	228.40
P0114971	00212453	WSDOT	I/C IC.W/SE 28TH & 80TH AVF, S	89.16
P0114820	00212346	HOME DEPOT CREDIT SERVICE	WATERING EXTENSION WAND	16.47
<i>Org Key: MT2255 - Urban Forest Management (ROW)</i>				
P0114925	00212435	PLANTSCAPES INC	EXT LABOR PLANTING FOR 72ND	18,034.38
<i>Org Key: MT2500 - ROW Administration</i>				
P0114786	00212372	SOUND SAFETY PRODUCTS	SAFETY BOOTS & MISC. WORK CLOT	259.53
<i>Org Key: MT3100 - Water Distribution</i>				
P0114827	00212337	FERGUSON ENTERPRISES LLC	3" SENSUS OMNI H2 HYDRANT METE	1,588.88
P0114028	00212411	GUTERMAN INC	LISTENING STICK	380.00
P0114875	00212406	GEMPLER'S INC	SHIPPER SAVER	86.98
<i>Org Key: MT3150 - Water Quality Event</i>				
P0113357	00212386	AM TEST INC	2022 WATER QUALITY SAMPLES	300.00
P0113357	00212386	AM TEST INC	2022 WATER QUALITY SAMPLES	300.00
P0113357	00212323	AM TEST INC	2022 WATER QUALITY SAMPLES	60.00
<i>Org Key: MT3300 - Water Associated Costs</i>				
P0114821	00212383	WORKWEAR PLACE, THE	MISC. WORK CLOTHES	59.43
<i>Org Key: MT3400 - Sewer Collection</i>				
P0114740	00212351	KING COUNTY FINANCE	DUMPING FEES FOR CEDAR HILL LF	530.27
P0114795	00212377	TRAFFIC SAFETY SUPPLY	62" DELINEATOR CARSONITE (20)	688.32

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0114878	00212444	UNITED RENTALS NORTH AMERICA	GANTRY CRANE RENTAL	1,310.54
P0114892	00212409	GRAINGER	HEAVY DUTY LIMIT SWITCH	493.99
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P0114785	00212372	SOUND SAFETY PRODUCTS	SAFETY BOOTS	236.70
<i>Org Key: MT3800 - Storm Drainage</i>				
P0114850	00212323	AM TEST INC	TOTAL COLIFORM ANALYSIS	450.00
P0114736	00212381	WHISTLE WORKWEAR	SAFETY BOOTS & MISC. WORK CLOT	278.90
P0114876	00212409	GRAINGER	FULL BRIM HARD HATS (GREEN)	38.47
P0114736	00212381	WHISTLE WORKWEAR	SAFETY VEST	34.72
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0114895	00212445	UTILITIES UNDERGROUND LOCATION	2022 UTILITY LOCATES	281.22
P0114791	00212334	CRYSTAL AND SIERRA SPRINGS	PW WATER DELIVERY	54.15
<i>Org Key: MT4200 - Building Services</i>				
P0114860	00212360	PACIFIC AIR CONTROL INC	FROM 10/01/2021 TO 12/31/2021	3,091.61
P0114856	00212360	PACIFIC AIR CONTROL INC	: MERCER ISLAND FIRE STATION #	1,976.87
P0114865	00212371	SOUND ROOF SERVICES INC	Labor & Materials: Our roof te	1,955.75
P0114864	00212371	SOUND ROOF SERVICES INC	Labor & Materials: Our roof te	1,526.80
P0114848	00212338	FIRE PROTECTION INC	Fire Alarm -Base Annual Inspe	1,387.26
P0114812	00212331	CHEM-AQUA	WATER TREATMENT PROGRAM	973.32
P0114847	00212338	FIRE PROTECTION INC	Fire Alarm -Base Annual Inspe	946.86
P0114825	00212338	FIRE PROTECTION INC	FIRE ALARM ANNUAL INSPECTION C	913.83
P0114863	00212371	SOUND ROOF SERVICES INC	Labor & Materials: Our roof te	862.40
P0114858	00212360	PACIFIC AIR CONTROL INC	MERCER ISLAND FIRE STATION #9	656.20
P0114862	00212432	PACIFIC AIR CONTROL INC	FROM 10/01/2021 TO 12/31/2021	603.35
P0114861	00212360	PACIFIC AIR CONTROL INC	MERCER ISLAND LUTHER BURBANK	576.92
P0114859	00212360	PACIFIC AIR CONTROL INC	MERCER ISLAND FIRE STATION #92	497.65
P0114824	00212338	FIRE PROTECTION INC	Fire Alarm -Base Annual Inspe	473.43
P0114784	00212341	GRAINGER	DUST MOP TREATMENT (12)	95.13
<i>Org Key: MT4300 - Fleet Services</i>				
P0114816	00212324	AMERIGAS-1400	2022 PROPANE DELIVERY	2,060.76
P0114788	00212340	GOODYEAR TIRE & RUBBER CO, THE	2022 TIRE INVENTORY	1,447.46
P0114793	00212347	HORIZON	MOWER BLADES	112.70
P0114794	00212336	EMERALD SERVICES INC	OIL RECYCLING	102.34
<i>Org Key: MT4403 - Customer Response - Water</i>				
	00212421	KELLEY, CHRIS M	CALLOUT EMERGENCY	19.54
<i>Org Key: MT4501 - Water Administration</i>				
P0114927	00212439	SEATTLE PUBLIC UTILITIES	MAY 2022 WATER PURCHASE	107,839.94
<i>Org Key: MT4502 - Sewer Administration</i>				
P0113196	00212423	KING COUNTY TREASURY	JAN-DEC 2022 MONTHLY SEWER CHA	424,904.48
<i>Org Key: MT4900 - Solid Waste & Sustainability</i>				
P0114396	00212329	CDW GOVERNMENT INC	Adobe Creative Cloud Suite Ren	1,015.58
<i>Org Key: MT6400 - ARPA-Park Deferred Maintenance</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0112775	00212357	MONARCH LANDSCAPE HOLDINGS	Parks deferred maintenance ARP	12,535.47
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
P0114857	00212360	PACIFIC AIR CONTROL INC	FROM 10/01/2021 TO 12/31/2021	827.13
P0114823	00212338	FIRE PROTECTION INC	Fire Alarm -Base Annual Inspe	473.43
P0114881	00212409	GRAINGER	BATHROOM PARTITION, GRAY	217.79
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0111260	00212333	COLUMBIA BANK	ROW DEPT ELECTRICAL - RETAINAG	337.14
<i>Org Key: PA0123 - Luther Burbank Minor Capital L</i>				
P0112350	00212320	Action Sports Design LLC	Upper Luther Burbank Park Bike	950.00
<i>Org Key: PA0124 - Luther Burbank Boiler Bldg Roo</i>				
P0113911	00212407	GEOENGINEERS INC	LUTHER BURBANK UPLAND	609.50
<i>Org Key: PA0125 - Mercerdale Playground Improvem</i>				
P0113654	00212370	SIGNS OF SEATTLE	PLAYGROUND PLAQUES FOR	1,127.30
<i>Org Key: PA0133 - MICEC Tech & Equipment Replace</i>				
P0114838	00212358	MORGAN SOUND INC	Mercer Room Equipment Replacem	6,999.42
<i>Org Key: PA0136 - Luther Burbank South Shoreline</i>				
P0114822	00212362	PACIFIC RIM EQUIPMENT RENTAL	EXCAVATOR RENTAL	3,029.47
<i>Org Key: PA122D - LB Storm Drainage KC Flood Con</i>				
P0113911	00212407	GEOENGINEERS INC	LUTHER BURBANK UPLAND	4,419.50
<i>Org Key: PO1100 - Administration (PO)</i>				
P0114943	00212446	VERIZON WIRELESS	VERIZON MAY 24 - JUN 23 POLICE	603.17
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0114889	00212440	SKYLINE COMMUNICATIONS INC	EOC INTERNET	206.55
<i>Org Key: PO2200 - Marine Patrol</i>				
	00212368	SCHUMACHER, CHAD C	BASIC MARINE TRAIN - INST	379.50
P0114591	00212452	WEST MARINE PRO	Type IV PFD	99.08
<i>Org Key: PO2201 - Dive Team</i>				
P0114712	00212448	VIRGINIA MASON CLINIC	Dive Team Physicals	15,791.00
<i>Org Key: PR1100 - Administration (PR)</i>				
P0114933	00212389	BUTLER / B & E	NW Events Trade Show Registrat	4,025.00
P0114818	00212319	MI US POSTAL SERVICE	USPS MARKETING MAILER	2,196.03
P0114832	00212426	LIFTOFF LLC	Office 365 Additional 3 E3 3 E	120.00
<i>Org Key: PR4100 - Community Center</i>				
P0114854	00212376	TKE CORPORATION	FULL MAINT COMMUNITY CENTER, T	2,958.75
P0114845	00212338	FIRE PROTECTION INC	Fire Alarm -Base Annual Inspe	1,387.26
P0114849	00212345	HERC RENTALS INC	SCISSOR LIFT 19FT 30-32IN ELEC	708.54
P0114855	00212360	PACIFIC AIR CONTROL INC	MERCER ISLAND COMMUNITY	343.51
P0114844	00212338	FIRE PROTECTION INC	Mercer Island - Fire Alarm La	148.64
<i>Org Key: PR5600 - Cultural & Performing Arts</i>				
P0114923	00212375	THE WEST COAST FEED LLC	MOSTLY MUSIC IN THE PARK	2,000.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PR5900 - Summer Celebration</i>				
P0114917	00212349	ISSAC OLSON	JULY 1 2022 SUMMER CELEBRATION	5,000.00
P0114916	00212344	HALF-LIFE	JULY 1 2022 SUMMER CELEBRATION	2,000.00
P0114931	00212353	Ledbetter, Brian	SUMMER CELEBRATION EVENT JULY	800.00
P0114935	00212343	HABA, QUINN	SUMMER CELEBRATION	350.00
<i>Org Key: SP0122 - Minor Capital - Traffic Operat</i>				
P0114749	00212434	PETERSEN BROTHERS INC	MERCERWOOD GUARDRAIL	18,414.01
<i>Org Key: SP0130 - ICW Corridor Safety Analysis</i>				
P0112776	00212400	DKS ASSOCIATES	SP0130 Island Crest Way Corrid	4,385.00
<i>Org Key: ST0020 - ST Long Term Parking</i>				
P0113947	00212398	DEPT OF TRANSPORTATION	Invoice #RE 41 JZ 0592 L012 WS	376.79
P0114956	00212398	DEPT OF TRANSPORTATION	Invoice #RE 41 JZ0592 L013 - W	195.82
<i>Org Key: ST0025 - ST Environmental</i>				
P0114956	00212398	DEPT OF TRANSPORTATION	Invoice #RE 41 JZ0405 L012 Sou	80.33
<i>Org Key: SU0100 - Emergency Sewer Repairs</i>				
P0114893	00212412	H D FOWLER	6" SPRING & LEVER FLG CHECK VA	2,301.53
<i>Org Key: SU0108 - Comprehensive Pipeline R&R Pro</i>				
P0112365	00212441	Staheli Trenchless Consultants	21-30 Basin 40 Sewer	42,436.78
<i>Org Key: SU0113 - SCADA System Replacement-Sewer</i>				
P0114868	00212436	PLATT ELECTRIC	MISC. ELECTRICAL FITTINGS	317.53
<i>Org Key: SW0104 - Sub Basin 22.1 Watercourse Sta</i>				
P0114817	00212410	GRAY & OSBORNE, INC.	Watercourse Stabilization Proj	5,608.55
<i>Org Key: SW0106 - Sub basin 25b.2 Watercourse St</i>				
P0114817	00212410	GRAY & OSBORNE, INC.	Watercourse Stabilization Proj	5,608.55
<i>Org Key: WU0101 - Booster Chlorination Station</i>				
P0108114	00212327	CAROLLO ENGINEERS INC	BOOSTER CHLORINATION SYSTEM	5,462.50
<i>Org Key: WU0116 - RRA/ ERP Updates & Water Syste</i>				
P0109465	00212392	CAROLLO ENGINEERS INC	Risk & Resilience Assessment (3,049.25
<i>Org Key: WU0170 - ARPA-First Hill Generator</i>				
P0114349	00212395	DAVID EVANS & ASSOC INC	21-45 First Hill Booster Stati	1,385.90
<i>Org Key: WU0175 - ARPA-PRV Replacement Design</i>				
P0114151	00212391	CAROLLO ENGINEERS INC	Risk and Resilience Assessment	3,591.75
<i>Org Key: YF1200 - Thrift Shop</i>				
P0114835	00212365	RETAIL POINT OF SALE INC	TAGS & LABELS INVOICE 22189	2,799.00
P0114826	00212338	FIRE PROTECTION INC	EMERGENCY SERVICE LABOR (OVERT	495.45
P0114846	00212338	FIRE PROTECTION INC	Fire Alarm -Base Annual Inspe	473.43
P0114915	00212447	VERIZON WIRELESS	MAY 24-JUN 23 YFS CITY PHONES,	121.36
	00212382	Wimax Furer	FLAG AND POLE	39.74
<i>Org Key: YF2600 - Family Assistance</i>				
P0114958	00212433	PEBBLE @ MIPC, THE	Campership for EA client	300.00

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P0113286	00212419	KC HOUSING AUTHORITY	Rental Assistance for EA clien	192.00
<i>Org Key: YF2850 - Federal SPF Grant</i>				
P0114882	00212401	Dr. Linda Hernandez	IY Facilitator 2/9-4/6	5,000.00
P0114938	00212427	Limerent LLC	HYI Campaign plan and weekly	2,112.50
	00212367	RITTER, MICHELLE	NOTECARD/POSTAGE	156.12
Total				1,040,147.12

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00212319	06/28/2022	MI US POSTAL SERVICE USPS MARKETING MAILER	P0114818	062422	06/24/2022	2,196.03
00212320	07/06/2022	Action Sports Design LLC Upper Luther Burbank Park Bike	P0112350	ASD-21-023-03	04/28/2022	950.00
00212321	07/06/2022	ADP, Inc. ADP WFN Optimization Plus INV	P0114843	608444414	06/17/2022	833.33
00212322	07/06/2022	AIRGAS USA LLC Oxygen/Fire INV #9126936868	P0114805	9126936868	06/14/2022	10.35
00212323	07/06/2022	AM TEST INC 2022 WATER QUALITY SAMPLES	P0114850	127638	06/14/2022	510.00
00212324	07/06/2022	AMERIGAS-1400 2022 PROPANE DELIVERY	P0114816	3137904174	06/16/2022	2,060.76
00212325	07/06/2022	CHIP GEORGE INC 1 Year CradlePoint Netcloud Re	P0114831	5731	06/27/2022	11,772.29
00212326	07/06/2022	AV CAPTURE AV Capture All Inc - Invoice #	P0114735	2659	06/08/2022	1,651.50
00212327	07/06/2022	CAROLLO ENGINEERS INC BOOSTER CHLORINATION SYSTEM	P0108114	FB23941	06/09/2022	5,462.50
00212328	07/06/2022	CARY, TOM REFUND 00517226002		062322	06/23/2022	111.64
00212329	07/06/2022	CDW GOVERNMENT INC Adobe Creative Cloud Suite Ren	P0114396	X220163	05/12/2022	2,604.88
00212330	07/06/2022	CHAPTER 13 TRUSTEE PAYROLL EARLY WARRANTS		070122	07/01/2022	572.00
00212331	07/06/2022	CHEM-AQUA WATER TREATMENT PROGRAM	P0114812	7833866	06/16/2022	973.32
00212332	07/06/2022	CHEN, SYLVIE REFUND OVERPAY 2205-004		2203-235	05/03/2022	374.18
00212333	07/06/2022	COLUMBIA BANK ROW DEPT ELECTRICAL - RETAINGE	P0111260	5210-RET	03/07/2022	565.54
00212334	07/06/2022	CRYSTAL AND SIERRA SPRINGS PW WATER DELIVERY	P0114791	14555831 061122	06/11/2022	54.15
00212335	07/06/2022	EDRIS, JAMES REFUND OVERPAY 00108081011		062322	06/23/2022	108.83
00212336	07/06/2022	EMERALD SERVICES INC OIL RECYCLING	P0114794	89179079	06/07/2022	102.34
00212337	07/06/2022	FERGUSON ENTERPRISES LLC 3" SENSUS OMNI H2 HYDRANT METE	P0114827	1113208	06/23/2022	1,588.88
00212338	07/06/2022	FIRE PROTECTION INC Fire Alarm -Base Annual Inspe	P0114826	69983	04/30/2022	6,699.59
00212339	07/06/2022	GIS INC A CONTINENTAL MAPPING MAY 2022 GIS SERVICES UN JUMPS	P0114758	10115	06/13/2022	16,561.70
00212340	07/06/2022	GOODYEAR TIRE & RUBBER CO, THE 2022 TIRE INVENTORY	P0114788	195-1162540	06/22/2022	1,447.46
00212341	07/06/2022	GRAINGER INVENTORY PURCHASES	P0114784	9352578240	06/21/2022	317.63
00212342	07/06/2022	H D FOWLER INVENTORY PURCHASES	P0114764	I6123700/I612370	06/16/2022	3,716.47
00212343	07/06/2022	HABA, QUINN SUMMER CELEBRATION ENTERTAINME	P0114935	070122	07/01/2022	350.00
00212344	07/06/2022	HALF-LIFE JULY 1 2022 SUMMER CELEBRATION	P0114916	070122	07/01/2022	2,000.00

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00212345	07/06/2022	HERC RENTALS INC SCISSOR LIFT 19FT 30-32IN ELEC	P0114849	32827975-001	05/23/2022	708.54
00212346	07/06/2022	HOME DEPOT CREDIT SERVICE INVENTORY PURCHASES	P0114820	275520	06/30/2022	376.16
00212347	07/06/2022	HORIZON MOWER BLADES	P0114793	3M438018	06/15/2022	112.70
00212348	07/06/2022	HUGHES FIRE EQUIPMENT INC SCBA Mounts & Brackets Install	P0114840	578992/578993	06/23/2022	8,911.75
00212349	07/06/2022	ISSAC OLSON JULY 1 2022 SUMMER CELEBRATION	P0114917	070122	07/01/2022	5,000.00
00212350	07/06/2022	KC FINANCE PROJECT # 1135622 RSD SGNL 77	P0114851	119582-119584	05/31/2022	1,061.76
00212351	07/06/2022	KING COUNTY FINANCE DUMPING FEES FOR CEDAR HILL LF	P0114740	SWD-722009118	05/31/2022	530.27
00212352	07/06/2022	KROESENS UNIFORM COMPANY FD Uniform Supplies INV #68610	P0114870	68610	06/21/2022	629.80
00212353	07/06/2022	Ledbetter, Brian SUMMER CELEBRATION EVENT JULY	P0114931	070122	07/01/2022	800.00
00212354	07/06/2022	LIFE ASSIST INC Stock Aid Supplies INV #121786	P0114880	1221240	06/21/2022	2,972.15
00212355	07/06/2022	METROPRESORT JUNE 2022 PRINTING & MAILING O	P0114797	IN644856	06/22/2022	906.60
00212356	07/06/2022	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		070122	07/01/2022	207.50
00212357	07/06/2022	MONARCH LANDSCAPE HOLDINGS Parks deferred maintenance ARP	P0112775	CD50216470	05/31/2022	12,535.47
00212358	07/06/2022	MORGAN SOUND INC Mercer Room Equipment Replacem	P0114838	MSI109713	06/20/2022	6,999.42
00212359	07/06/2022	NW MODULAR SYSTEMS FURNITURE Labor to remove existing wall	P0114853	22-144	06/16/2022	3,556.23
00212360	07/06/2022	PACIFIC AIR CONTROL INC MERCER ISLAND FIRE STATION #92	P0114855	48646	06/09/2022	7,969.89
00212361	07/06/2022	PACIFIC INDUSTRIAL SUPPLY CO MISC. NEW ALUMINUM SHAPES	P0114792	1427591	06/16/2022	471.67
00212362	07/06/2022	PACIFIC RIM EQUIPMENT RENTAL EXCAVATOR RENTAL	P0114822	38191	06/21/2022	3,029.47
00212363	07/06/2022	PETERSEN, JEFF REFUND OVERPAY 00835200003		062322	06/23/2022	152.56
00212364	07/06/2022	REID MIDDLETON INC STRUCTURAL PEER REVIEW SERVICE	P0114834	2202107	02/07/2022	1,506.25
00212365	07/06/2022	RETAIL POINT OF SALE INC TAGS & LABELS INVOICE 22189	P0114835	22189	06/23/2022	2,799.00
00212366	07/06/2022	RICOH USA INC (FIRE) Fire Copier Rental INV #106276	P0114839	106276056	06/21/2022	557.54
00212367	07/06/2022	RITTER, MICHELLE NOTECARD/POSTAGE		061422	06/14/2022	156.12
00212368	07/06/2022	SCHUMACHER, CHAD C BASIC MARINE TRAIN - INST		061422	06/14/2022	379.50
00212369	07/06/2022	SEATTLE PUBLIC UTILITIES MAY 2022 RETAIL SERVICE CONNEC	P0114819	MAY2022	05/01/2022	1,081.00
00212370	07/06/2022	SIGNS OF SEATTLE PLAYGROUND PLAQUES FOR MERCERD	P0113654	6820PT2	06/09/2022	1,127.30

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00212371	07/06/2022	SOUND ROOF SERVICES INC Labor & Materials: Our roof te	P0114865	22-175	05/25/2022	4,344.95
00212372	07/06/2022	SOUND SAFETY PRODUCTS SAFETY BOOTS & MISC. WORK CLOT	P0114785	229141/3	06/22/2022	496.23
00212373	07/06/2022	SUMMIT LAW GROUP Labor Relations Support INV #1	P0114841	137579	06/23/2022	412.50
00212374	07/06/2022	SYSTEMS DESIGN WEST LLC Transport Billing Fees 5/2022	P0114879	20221263	06/25/2022	1,603.78
00212375	07/06/2022	THE WEST COAST FEED LLC MOSTLY MUSIC IN THE PARK	P0114923	070122	07/01/2022	2,000.00
00212376	07/06/2022	TKE CORPORATION FULL MAINT COMMUNITY CENTER, T	P0114854	3006626832	06/01/2022	2,958.75
00212377	07/06/2022	TRAFFIC SAFETY SUPPLY INVENTORY PURCHASES	P0114795	INV050100	06/20/2022	2,413.04
00212378	07/06/2022	WA FITNESS SERVICES INC QUARTERLY SERVICE OF EXERCISE	P0114866	W18130	06/11/2022	187.17
00212379	07/06/2022	WALTER E NELSON CO INVENTORY PURCHASES	P0114828	871480	06/22/2022	2,607.10
00212380	07/06/2022	WENDY LOU WJ LLC REFUND OVERPAY 00416010006		062322	06/23/2022	360.86
00212381	07/06/2022	WHISTLE WORKWEAR SAFETY BOOTS & MISC. WORK CLOT	P0114736	693425	06/14/2022	313.62
00212382	07/06/2022	Wimax Furer FLAG AND POLE		061422	06/14/2022	39.74
00212383	07/06/2022	WORKWEAR PLACE, THE MISC. WORK CLOTHES	P0114821	1944	06/20/2022	59.43
00212384	07/08/2022	A.M. LEONARD INC INVENTORY PURCHASES	P0114896	CI22040732	06/27/2022	779.98
00212385	07/08/2022	ALL PHASE COMM LLC 10 Mitel 6920s	P0114833	173932	06/29/2022	2,363.79
00212386	07/08/2022	AM TEST INC 2022 WATER QUALITY SAMPLES	P0113357	127959	06/30/2022	600.00
00212387	07/08/2022	ASPECT SOFTWARE INC Telestaff Fee July 2022 INV	P0114918	ASI072154	07/05/2022	165.15
00212388	07/08/2022	BOOTH, GLENDON D LEOFF1 Retiree Medical Expense	P0114897	070522	07/05/2022	203.94
00212389	07/08/2022	BUTLER / B & E NW Events Trade Show Registrat	P0114933	11051 BE	07/01/2022	4,025.00
00212390	07/08/2022	CAPITAL ONE TRADE CREDIT INVENTORY PURCHASES	P0114872	1642740282	06/25/2022	522.69
00212391	07/08/2022	CAROLLO ENGINEERS INC Risk and Resilience Assessment	P0114151	FB23907	06/09/2022	3,591.75
00212392	07/08/2022	CAROLLO ENGINEERS INC Risk & Resilience Assessment (P0109465	FB24186	06/13/2022	3,049.25
00212393	07/08/2022	CDW GOVERNMENT INC 2 Adobe Acrobat Standard Cassi	P0114874	BC99677	06/28/2022	2,765.13
00212394	07/08/2022	CERTIFIED LABORATORIES INVENTORY PURCHASES	P0114871	7836918	06/21/2022	1,020.33
00212395	07/08/2022	DAVID EVANS & ASSOC INC 21-45 First Hill Booster Stati	P0114349	512985	06/28/2022	1,385.90
00212396	07/08/2022	DEEDS, EDWARD G LEOFF1 Retiree Medical Expense	P0114899	070522B	07/05/2022	499.74

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00212397	07/08/2022	DEPT OF LICENSING Spietz Notary Fee	P0114924	SPIETZ2022	07/05/2022	30.00
00212398	07/08/2022	DEPT OF TRANSPORTATION Invoice #RE 41 JZ 0592 L012 WS	P0114956	RE41JZ0405L012	06/13/2022	652.94
00212399	07/08/2022	DEVENY, JAN P LEOFF1 Retiree Medical Expense	P0114929	070522B	07/05/2022	9,707.57
00212400	07/08/2022	DKS ASSOCIATES SP0130 Island Crest Way Corrid	P0112776	0081760	06/20/2022	4,385.00
00212401	07/08/2022	Dr. Linda Hernandez IY Facilitator 2/9-4/6	P0114882	3659	06/15/2022	5,000.00
00212402	07/08/2022	EASTSIDE FIRE & RESCUE Admin Services 06/2022 INV #47	P0114921	4752	06/27/2022	29,700.00
00212403	07/08/2022	ELSOE, RONALD LEOFF1 Retiree Medical Expense	P0114902	070522B	07/05/2022	202.16
00212404	07/08/2022	FCS GROUP WATER, SEWER, AND STORMWATER R	P0114961	3600-22206083	06/24/2022	1,667.50
00212405	07/08/2022	Galt, John INVOICE 3232 PREPARE LETTER TO	P0114887	3232	04/09/2022	343.75
00212406	07/08/2022	GEMPLER'S INC INVENTORY PURCHASES	P0114875	INV0004505804	06/22/2022	926.79
00212407	07/08/2022	GEOENGINEERS INC LUTHER BURBANK UPLAND IMPROVEM	P0113911	0180729	06/24/2022	5,029.00
00212408	07/08/2022	GOODMAN, J C LEOFF1 Retiree Medical Expense	P0114928	070522	07/05/2022	1,569.74
00212409	07/08/2022	GRAINGER INVENTORY PURCHASES	P0114881	9359188282	06/27/2022	1,463.28
00212410	07/08/2022	GRAY & OSBORNE, INC. Watercourse Stabilization Proj	P0114817	1	05/21/2022	11,217.10
00212411	07/08/2022	GUTERMAN INC LISTENING STICK	P0114028	INV/GUS/2022/097	04/04/2022	380.00
00212412	07/08/2022	H D FOWLER INVENTORY PURCHASES	P0114893	I6138193	06/30/2022	2,457.08
00212413	07/08/2022	HAGSTROM, JAMES FRLEOFF1 Retiree Medical Expen	P0114903	070522	07/05/2022	302.97
00212414	07/08/2022	HOLMES WEDDLE & BARCOTT INV #812623 Professional Servi	P0114891	812623	06/07/2022	1,650.00
00212415	07/08/2022	HONEYWELL, MATTHEW V Invoice #1278 Professional Ser	P0114954	1279	06/28/2022	1,500.00
00212416	07/08/2022	HUGHES FIRE EQUIPMENT INC Pump Seal Repairs INV #579133	P0114920	579132	06/28/2022	6,762.76
00212417	07/08/2022	INTERCOM LANGUAGE SERVICES INC Intercom invoice #22-267	P0114883	22-267	06/30/2022	420.00
00212418	07/08/2022	Judge, Tom BOOTS/CLOTHING		062022	06/20/2022	198.16
00212419	07/08/2022	KC HOUSING AUTHORITY Rental Assistance for EA clien	P0113286	063022	06/30/2022	192.00
00212420	07/08/2022	KEATING BUCKLIN & MCCORMACK Invoice #17966 Professional	P0114955	17966	06/14/2022	2,384.00
00212421	07/08/2022	KELLEY, CHRIS M CALLOUT EMERGENCY		061222	06/12/2022	19.54
00212422	07/08/2022	KIEWIT-HOFFMAN EASTLINK HYDRANT METER RENTAL DEPOSIT F	P0114202	01012022	01/01/2022	2,576.12

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00212423	07/08/2022	KING COUNTY TREASURY JAN-DEC 2022 MONTHLY SEWER CHA	P0113196	30034970	07/01/2022	424,904.48
00212424	07/08/2022	LAKESIDE INDUSTRIES INVENTORY PURCHASES	P0114885	201464	06/30/2022	2,083.09
00212425	07/08/2022	LANGUAGE LINE SERVICES Language Line invoice #1056928	P0114913	10569280	06/30/2022	8.33
00212426	07/08/2022	LIFTOFF LLC Office 365 Additional 3 E3 3 E	P0114832	6447ADD17	06/28/2022	792.00
00212427	07/08/2022	Limerent LLC HYI Campaign plan and weekly	P0114938	395	07/05/2022	2,112.50
00212428	07/08/2022	LN CURTIS & SONS Twister Nozzles INV607948	P0114919	INV607948	06/24/2022	275.80
00212429	07/08/2022	McNaul Ebel Nawrot Invoice #104494 Professional	P0114937	104494	05/31/2022	62,799.34
00212430	07/08/2022	METROPRESORT JUNE 2022 PRINTING & MAILING	P0114888	IN645088	06/29/2022	401.20
00212431	07/08/2022	MYERS, JAMES S LEOFF1 Retiree Medical Expense	P0114904	070522	07/05/2022	287.31
00212432	07/08/2022	PACIFIC AIR CONTROL INC FROM 10/01/2021 TO 12/31/2021	P0114862	48507	06/03/2022	603.35
00212433	07/08/2022	PEBBLE @ MIPC, THE Campership for EA client	P0114958	070622	07/06/2022	300.00
00212434	07/08/2022	PETERSEN BROTHERS INC MERCERWOOD GUARDRAIL	P0114749	2206901	05/28/2022	18,414.01
00212435	07/08/2022	PLANTSCAPES INC EXT LABOR PLANTING FOR 72ND	P0114925	55066E	01/13/2022	18,034.38
00212436	07/08/2022	PLATT ELECTRIC MISC. ELECTRICAL FITTINGS	P0114868	2W25416	06/13/2022	317.53
00212437	07/08/2022	PUBLIC SAFETY TESTING INC Fire Q2 2022 Subscription INV	P0114907	2022-369	06/08/2022	694.00
00212438	07/08/2022	SEABORN PILE DRIVING CO OVERPAYMENT		SHL21-018	06/13/2022	3,637.66
00212439	07/08/2022	SEATTLE PUBLIC UTILITIES MAY 2022 WATER PURCHASE	P0114927	MAY2022B	05/31/2022	107,839.94
00212440	07/08/2022	SKYLINE COMMUNICATIONS INC EOC INTERNET	P0114889	IN46696	07/01/2022	206.55
00212441	07/08/2022	Staheli Trenchless Consultants 21-30 Basin 40 Sewer	P0112365	22-115	06/16/2022	42,436.78
00212442	07/08/2022	STRYKER E.M.S. Two Power Stretchers (A191/A19	P0114458	3802059	06/21/2022	69,289.59
00212443	07/08/2022	THRIVE COMMUNITIES refund of deposit from special	P0114932	070622	07/06/2022	200.00
00212444	07/08/2022	UNITED RENTALS NORTH AMERICA GANTRY CRANE RENTAL	P0114878	206913730-001	06/16/2022	1,310.54
00212445	07/08/2022	UTILITIES UNDERGROUND LOCATION 2022 UTILITY LOCATES	P0114895	2060182	06/30/2022	281.22
00212446	07/08/2022	VERIZON WIRELESS VERIZON MAY 24-JUN 23	P0114943	9909499998	06/23/2022	1,777.46
00212447	07/08/2022	VERIZON WIRELESS MAY 24-JUN 23 CITY CELL PHONES	P0114915	9909500005	06/23/2022	632.58
00212448	07/08/2022	VIRGINIA MASON CLINIC Dive Team Physicals	P0114712	DIVETEAMPHYSIC AL	06/13/2022	15,791.00

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00212449	07/08/2022	WA State Treasurer PFML Voluntary Plan Applicatio	P0114967	070722	07/07/2022	250.00
00212450	07/08/2022	WALLACE, THOMAS LEOFF1 Retiree Medical Expense	P0114930	070522B	07/05/2022	6,176.02
00212451	07/08/2022	WEGNER, KEN LEOFF1 Retiree Medical Expense	P0114906	070522	07/05/2022	171.97
00212452	07/08/2022	WEST MARINE PRO Type IV PFD	P0114591	5782-RE	06/01/2022	99.08
00212453	07/08/2022	WSDOT I/C IC.W/SE 28TH & 80TH AVF, S	P0114972	RE41GMB1110R021	05/16/2022	378.11
					Total	<u>1,040,147.12</u>



CITY COUNCIL MINUTES REGULAR HYBRID MEETING JULY 5, 2022

Item 5.

EXECUTIVE SESSION

At 5:03 pm, Mayor Nice convened an Executive Session in the Farside Room at City Hall, 9611 SE 36th Street, Mercer Island, WA and via Microsoft Teams. The Executive Session was to discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(1)(i).

Mayor Nice adjourned the Executive Session at 6:15 pm.

CALL TO ORDER & ROLL CALL

Mayor Salim Nice called the regular meeting to order at 6:15 pm in the Council Chambers at City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Mayor Salim Nice, Deputy Mayor David Rosenbaum and Councilmembers Jake Jacobson, Wendy Weiker (arrived 6:19 pm) and Ted Weinberg participated in person in Council Chambers. Councilmembers Lisa Anderl and Craig Reynolds joined by Zoom.

PLEDGE OF ALLEGIANCE

The City Council delivered the Pledge of Allegiance.

AGENDA APPROVAL

It was moved by Weinberg; seconded by Jacobson to:

Approve the agenda as presented.

PASSED: 6-0

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

ABSENT: 1 (Weiker)

CITY MANAGER REPORT

City Manager Bon reported on the following items:

- **Council, Boards & Commission Meetings Update:** July 19 Hybrid City Council Meeting, Parks & Recreation Commission Hybrid meeting, July 7, Utility Board Hybrid meeting, July 12.
- **City Services Updates:** Independence Day Weekend Recap, Town Center Parking Study Update, Comp Plan Update: Economic Development, Pedestrian Safety Project Update, Count Down to Summer Celebration: Mercerdale Playground Ribbon-cutting ceremony, Summer Celebration, Mercerdale parking – two locations Riot Games parking lot & ADA parking at Thrift Store Parking lot, Luther Burbank Parking & Luther Burbank Shuttles, Thank you to our Summer Celebration Sponsors.
- **Community Updates:** Shakespeare in the Park, Mostly Music in the Park, Kirk Robinson Skate Park Dedication, Thursday, July 28 at 5 pm.
- **News:** Aubrey Davis Park Picnic Shelter, Thank you Volunteers, Emergency Management “Well Training”, Paws on Patrol, Island Pride.

APPEARANCES

Ira Appleman (Mercer Island) spoke in opposition of the proposed parks levy.

CONSENT AGENDA

AB 6108: June 17, 2022 Payroll Certification

Recommended Action: Approve the June 17, 2022 Payroll Certification (Exhibit 1) in the amount of \$954,163.60 and authorize the Mayor to sign the certification on behalf of the entire City Council.

Certification of Claims:

- A. Check Register 212143-212235 | 6/17/2022 | \$808,561.23
- B. Check Register 212236-212318 | 6/24/2022 | \$607,551.63

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

City Council Meeting Minutes of June 21, 2022 Regular Hybrid Meeting

Recommended Action: Approve the minutes of June 21, Regular Hybrid Meeting.

AB 6106: MIYFS Foundation Donation and Middle School Counselor Hire Ahead Request

Recommended Action:

1. Accept the additional donation of \$215,000 from the Mercer Island Youth and Family Services Foundation and authorize the City Manager to sign the Funding Agreement memorializing the donation.
2. Authorize the hire-ahead of a middle school counselor for the 2022-2023 school year.

AB 6110: Parks and Recreation Month, Proclamation No. 290

Recommended Action: Proclaim July 2022 as Parks and Recreation Month on Mercer Island.

AB 6095: South Mercer Playfields Construction Appropriation Request

Recommended Action: Appropriate a total of \$739,788 to the Mercer Island School District for the South Mercer Playfield Construction Project, which includes \$484,920 from the Synthetic Turf Sinking Fund and \$254,868 from the Capital Improvement Fund.

AB 6113: Water Main Break - Authorization to File Suit

Recommended Action: Authorize the City Attorney to file suit for damages and indemnity from a water main break caused by MidMountain.

It was moved by Jacobson; seconded by Rosenbaum to:

Approve the Consent Agenda and the recommended actions contained therein.

PASSED: 7-0

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

REGULAR BUSINESS

AB 6111: Parks Levy Renewal Ordinance (First Reading of Ord. No. 22-13)

City Manager Bon presented the proposed parks levy renewal, including follow-up items from the June 21 City Council meeting. She spoke about the Let's Talk page to centralize information regarding the levy and the video presentations for playground replacements and Pioneer Park have been posted to the page

City Manager Bon discussed the development of the ordinance and the parks levy renewal ballot title, which consists of three elements: a ballot caption, a concise description of the ballot measure, and a question to the voters. She discussed how the ordinance is based on Alternative B which includes the base levy plus fully funding the cost of playground replacements (Option 1D) and funding all of the Pioneer Park Forrest Management Plan projects, except for the second phase of tree planting (Option 2C).

City Manager Bon explained the ballot title and the word count limit and how the maximum levy rate is set per state law and how the property tax rate is calculated. She discussed the estimated monthly impact and increase for homeowners. City Manager Bon spoke about the purpose of the explanatory statement and how recruitment has begun for to appoint residents to the Pro and Con Committees .

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

It was moved by Rosenbaum; seconded by Weinberg to:

Set Ordinance No. 22-13 for a second reading and adoption on July 19, 2022 with the changes as discussed by the City Council.

PASSED: 6-0

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

ABSENT: 1 (Jacobson)

City Council discussed the wording of the ballot measure to be included in the final reading of Ordinance No. 22-13.

City Council took a recess from 7:33 – 8:17 pm for staff to rewrite the ballot title.

City Council reviewed the revised ballot measure wording and set Ordinance No. 22-13 for a seconding reading and adoption on July 19, 2022.

OTHER BUSINESS

Planning Schedule

City Manager Bon spoke about the July 19 City Council meeting and August recess.

Councilmember Absences and Reports

Councilmember Reynolds thanked the City Manager and staff for their work and recently visited Helen’s Place with Deputy Mayor Rosenbaum and was very impressed by their operation.

Councilmember Weiker thanked staff for the work on Summer Celebration.

Councilmember Weinberg thanked staff for summer celebration. Recognized and send thoughts and condolences to the people in Highland Park, Illinois.

ADJOURNMENT

The regular Council Meeting adjourned at 8:27 pm.

Salim Nice, Mayor

Attest:

Andrea Larson, City Clerk



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

**AB 6119
July 19, 2022
Consent Agenda**

AGENDA BILL INFORMATION

TITLE:	AB 6119 - An Ordinance Amending MICC Ch. 9.30 (Second Reading Ord. No. 22C-10)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Adopt Ordinance No. 22C-10, Amending MICC Ch. 9.30, Relating to Park Rules.	

DEPARTMENT:	City Attorney
STAFF:	Bio Park, City Attorney Eileen Keiffer, Madrona Law Group, PLLC
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 22C-10
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

This is a second reading of Ord. No. 22C-10, a first reading of which was held on June 21, 2022, as detailed in [AB 6101](#).

The Ordinance provides necessary legal cleanup to MICC Ch. 9.30, Park Rules as a result of a ruling by the Washington Supreme Court in 2021 that held that strict liability possession statutes are unconstitutional. As discussed further below, certain changes to MICC Ch. 9.30 are required.

BACKGROUND

In 2021, the Washington Supreme Court held that the statute then criminalizing possession of illegal drugs on a strict liability basis was unconstitutional. *State v. Blake*, 197 Wn.2d 170, 481 P.3d 512 (2021). Strict liability means that no state of mind (*mens rea*) must be proven in connection with an offense (such as “knowingly,” “willingly,” etc.); rather, a person possessing an illegal drug could be convicted, even if they did not know or have reason to know that they possessed the drug. The Supreme Court held that strict liability possession offenses of this nature violate the due process protections provided by both the Washington and federal constitutions.

It is necessary to revise the MICC consistent with the *Blake* ruling to amend instances in which the MICC creates strict liability for possession. Specifically, Chapter 9.30, Park Rules, currently prohibits possession of fireworks in parks, as well as alcohol and drugs in parks (MICC 9.30.070 and 9.30.200, respectively) on a strict liability basis. Proposed Ord. No. 22C-10 would amend MICC Chapter 9.30 to add the mental state requirement of “knowingly” to the possession offenses contained in MICC sections 9.30.070 and 9.30.200 in order to make the chapter compliant with the holding of the *Blake* decision.

ISSUE/DISCUSSION

The Ordinance would make two changes to MICC Ch. 9.30, Parks Rules, in order to comply with the *Blake* decision:

- 1) Amend MICC 9.30.070 to insert the word “knowingly” before the prohibition against possession of fireworks in parks.
- 2) Amend MICC 9.30.200 to insert the word “knowingly” before the prohibition against possession of alcohol or illegal drugs in parks.

The ordinance also contains a small clerical/syntax edit to MICC 9.30.200.

NEXT STEPS

Upon adoption, this ordinance will take effect five days after publication in the Mercer Island Reporter.

RECOMMENDED ACTION

Adopt Ordinance No. 22C-10, Amending MICC Ch. 9.30, Relating to Park Rules.

CITY OF MERCER ISLAND

ORDINANCE NO. 22C-10

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, AMENDING MERCER ISLAND CITY CODES 9.30.070 and 9.30.200, RELATING TO PARK RULES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in the Washington Supreme Court case of *State v. Blake*, 197 Wn.2d 170, 481 P.3d 512 (2021), the Court held that strict liability drug possession statutes violate the due process clauses of the state and federal constitutions; and

WHEREAS, current MICC Chapter 9.30, Parks Rules, provides for strict liability for both fireworks and drug and alcohol possession within City parks, in conflict with the holding in *Blake*; and

WHEREAS, the City Council hereby finds that amendments to MICC Chapter 9.30 are necessary to bring MICC Chapter 9.30 into compliance with state law and to preserve the public peace, health, safety, and welfare; NOW, THEREFORE,

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

Section 1. Amendment of MICC 9.30.070. MICC 9.30.070, Explosives, is hereby amended as follows.

9.30.070 - Explosives.

It is unlawful to knowingly possess, use or explode any fireworks, firecrackers or explosives of any kind in any park except as part of a duly authorized public fireworks display.

Section 2. Amendment of MICC 9.30.200. MICC 9.30.200, Intoxicating liquors and drugs prohibited, is hereby amended as follows.

9.30.200 - Intoxicating liquors and drugs prohibited.

It is unlawful to bring into any park or consume by mouth, inhalation or injection, or knowingly possess while in any park, any wine, beer or other alcoholic beverage, narcotic or dangerous drugs; provided, however, that this section shall not apply to any person possessing or consuming a drug obtained by such person by lawful prescription and taken pursuant to the medical direction of a licensed physician.

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

Section 4. Publication and Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force five days after the date of publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON JULY 19, 2022.

CITY OF MERCER ISLAND

Salim Nice, Mayor

ATTEST:

APPROVED AS TO FORM

Andrea Larson, City Clerk

Bio Park, City Attorney

Date of publication:



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6115
July 19, 2022
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 6115: Update on Community Conversations Series	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Receive report.	

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager Merrill Thomas-Schadt, Sr. Management Analyst
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Community Conversations Survey Results
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to provide City Council with an update on the Community Conversations series.

- In late 2021, the City Council appropriated \$60,000 in support of a 2022 community event series on diversity, equity and inclusion in partnership with Mercer Island groups ONE MI and Do the Work MI (see [AB5956](#)).
- The City has hosted three events so far in 2022: an online program about the history of racial housing covenants in our region, a hybrid virtual-and-online intergenerational conversation with Asian American Mercer Islanders, and an in-person oral history family interview workshop.
- A Let’s Talk page, dedicated to the Community Conversations series, provides program information and related resources (see [Community Conversations | Let's Talk Mercer Island \(mercergov.org\)](#))
- City Council requested two “check-ins” on the series throughout 2022. This is the first of such reports.

BACKGROUND

In 2020, the City Council directed the City Manager to begin exploring options for cultural competency training for the City Council and community listening sessions for the public and adopted a goals statement with the intention of those listening sessions to guide future community actions around race, racism,

diversity, and inclusion (see [AB5764](#)). Based on this direction, City staff began to reach out to community members, trusted partners, and professional consultants to prepare training and programming options.

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.

In November of 2021, City Council approved the partnership proposal and plan to host the Community Conversations series (see [AB5956](#)). Members of ONE MI and Do the Work MI have volunteered their time to coordinate the programming of the series, 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 are held by the City and administered by City staff.

ISSUE/DISCUSSION

Community Conversations Sessions

There have been three events in the Community Conversations series held so far in 2022. A brief summary of each is provided here:

Towards Inclusive Community (February 2, 2022)

This event was organized and presented in partnership with the Mercer Island High School Black Student Union and the University of Washington's Civil Rights and Labor History Project. The presentation included a history of segregation and racially restrictive property covenants in the Puget Sound area and on Mercer Island specifically, and resources for homeowners to identify and address such covenants connected to their own property. Over 275 people participated virtually.

Intergenerational Conversations: A Roundtable with Asian American Islanders (May 25, 2022)

This event was held in partnership with ONE MI, Do the Work MI, and the Mercer Island High School's Education Coalition for Asian American Representation and moderated by Mercer Island School Board member Maggie Tai Tucker. Roundtable participants came from the diverse Asian American community of Mercer Island and explored differing perceptions around academic achievement, body image, and social norms. 22 people attended this event in-person at the Mercer Island Community and Event Center and approximately 30 participated online.

Oral History Family Interview Workshop (June 5, 2022)

This interactive program was presented in partnership by ONE MI, Do the Work MI, the Stroum Jewish Community Center, the Mercer Island Historical Society, and the Washington State Jewish Historical Society. The workshop, facilitated by Islander Robin Li, showed how oral history interviewing is different from other types of conversations. Participants practiced strategies for conducting effective interviews and learned best practices on recording and archiving oral histories. 27 Mercer Islanders attended this in-person event.

Feedback and Survey Results

Each event concluded with a brief survey of participants to learn more about those who attended and to gauge their satisfaction and feedback (see Exhibit 1).

Most survey respondents identified primarily as “students” or “parents.” A majority of respondents identified as “white/Caucasian,” followed by “Asian/Asian-American,” “mixed-race,” and then “Black/African American.”

Each session yielded overall positive feedback and support for the series. For the three events combined, more than half of survey respondents indicated that the information provided was new to them, and more than 60% of respondents said that they were likely to take action or make personal changes based on the session’s content. Over 75% of respondents rated the overall programming “good” or “excellent” and more than 70% expressed interest in attending future events in the series.

A small number of comments (fewer than 10) received by City staff indicated dissatisfaction with the content or overall theme of the series’ programming. All feedback will be taken into consideration during the development of the remaining events in the series.

Program Budget

Events in the series so far have had limited impact to the approved budget of \$60,000. A total of \$2,462 has been spent on presenter fees, technology support, and workshop supplies. Planning, facilitation, facility use, and day-of event support have been handled mostly by existing staff and volunteer partners.

Staff anticipates that the remaining events in the series will have a somewhat higher cost, mostly due to contracted speaker fees. Staff do not anticipate the full budget authorization of \$60,000 will be needed to complete the series.

NEXT STEPS

There are three more events planned in the series throughout the remainder of 2022. Staff will continue to develop the programming of the remaining sessions, to include:

- September: *How to be an Ally*
- October: *The Gifts of Diverse Environments*, and
- November: *Building a Toolkit to Respond to Racial Bias*

Once event dates and details are confirmed, promotions will be released through the MI Weekly, social media channels, the Let’s Talk Page, and distributed via the past participant email lists.

RECOMMENDED ACTION

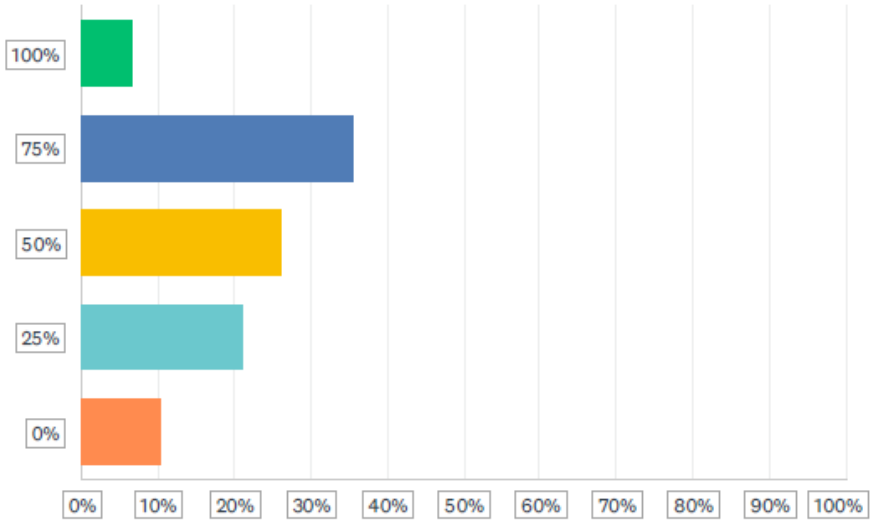
Receive Report. No action necessary.

Survey Results for Community Conversations Sessions 1 – 3

Community Conversations Session 1 - Towards Inclusive Community - Satisfaction Survey

Q1 What percentage of the information in this session was new to you?

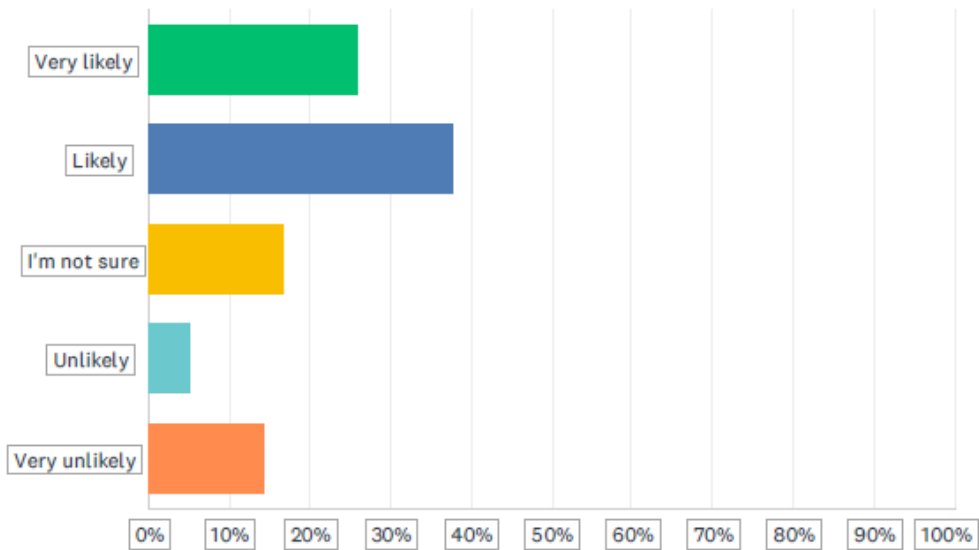
Answered: 76 Skipped: 1



ANSWER CHOICES	RESPONSES	
100%	6.58%	5
75%	35.53%	27
50%	26.32%	20
25%	21.05%	16
0%	10.53%	8
TOTAL		76

Q2 How likely are you to take action or make personal changes based on this session's content?

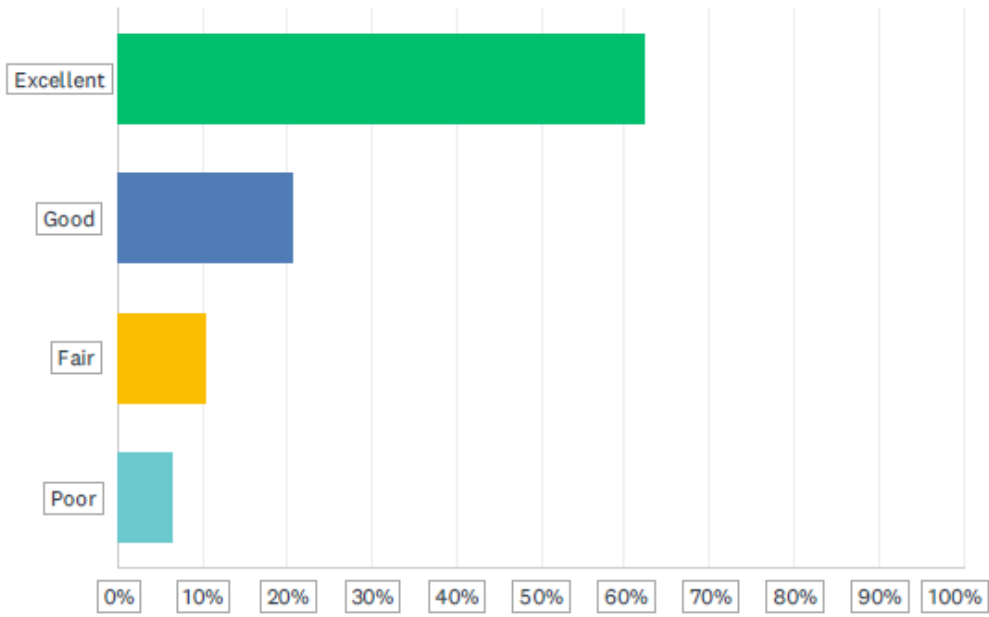
Answered: 77 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very likely	25.97%	20
Likely	37.66%	29
I'm not sure	16.88%	13
Unlikely	5.19%	4
Very unlikely	14.29%	11
TOTAL		77

Q3 Overall session evaluation:

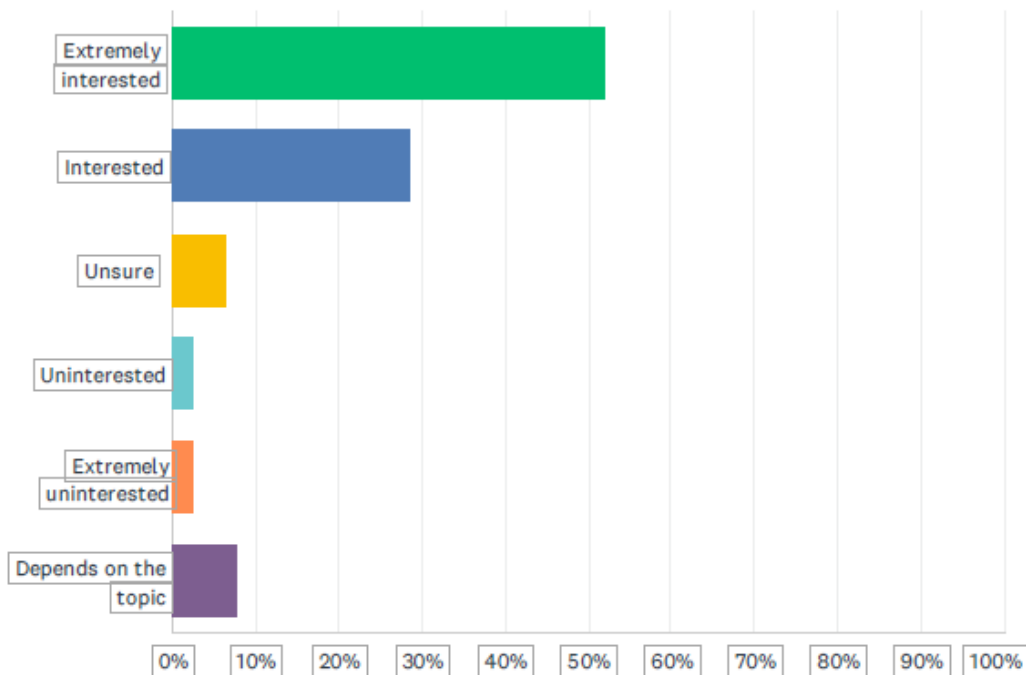
Answered: 77 Skipped: 0



ANSWER CHOICES	RESPONSES	
Excellent	62.34%	48
Good	20.78%	16
Fair	10.39%	8
Poor	6.49%	5
TOTAL		77

Q4 What is your interest level in attending future events in this series?

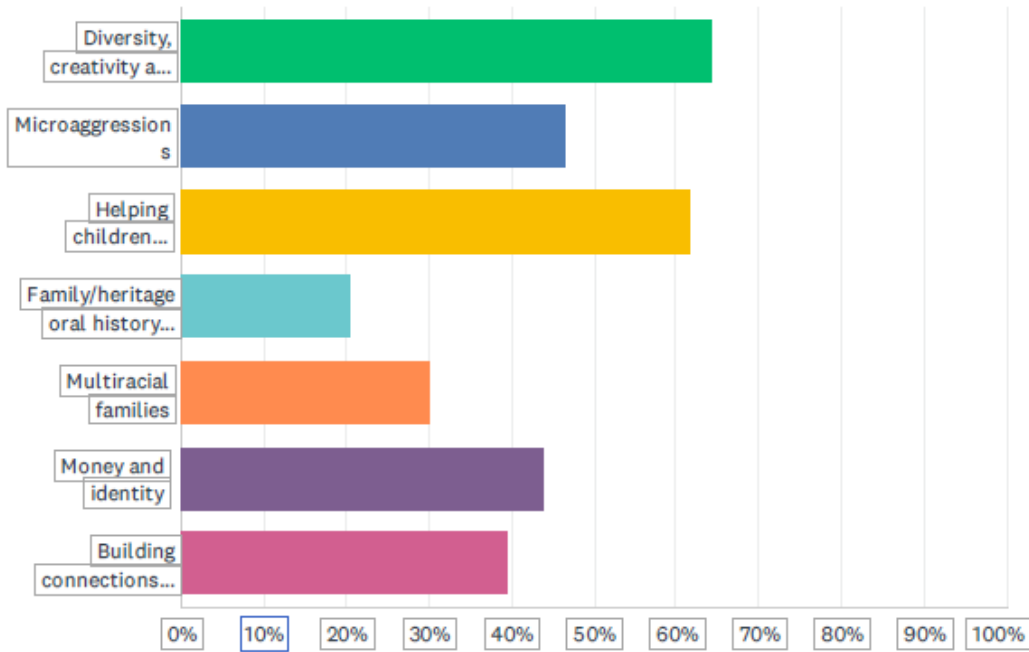
Answered: 77 Skipped: 0



ANSWER CHOICES	RESPONSES
Extremely interested	51.95% 40
Interested	28.57% 22
Unsure	6.49% 5
Uninterested	2.60% 2
Extremely uninterested	2.60% 2
Depends on the topic	7.79% 6
TOTAL	77

Q5 In the future, which of the following topics would you like to learn more about? Choose all that apply.

Answered: 73 Skipped: 4



ANSWER CHOICES	RESPONSES
Diversity, creativity and achievement	64.38% 47
Microaggressions	46.58% 34
Helping children navigate bias and stereotypes	61.64% 45
Family/heritage oral history workshop	20.55% 15
Multiracial families	30.14% 22
Money and identity	43.84% 32
Building connections across multigenerational and multinational family	39.73% 29
Total Respondents: 73	

Intergenerational Conversations Participant Survey Summary

What percentage of the information in this session was new to you?

- 100%
- 75%
- 50%
- 25%
- 0%

RESULTS

18% of respondents
9% of respondents
27% of respondents
27% of respondents
9% of respondents

How likely are you to take action or make personal changes based on this session's content?

- Very likely
- Likely
- I'm not sure
- Unlikely
- Very unlikely

18% of respondents
36% of respondents
27% of respondents
9% of respondents

Overall session evaluation:

- Excellent
- Good
- Fair
- Poor

90% of respondents
9% of respondents

What is your interest level in attending future events in this series?

- Extremely interested
- Interested
- Unsure
- Uninterested
- Extremely uninterested
- Depends on the topic

63% of respondents
27% of respondents
9% of respondents

In the future, I would like to learn more about the following topics (choose all that apply):

- Diversity, creativity and achievement **9 selections**
- Microaggressions **5 selections**
- Helping children navigate bias and stereotypes **8 selections**
- Family/heritage oral history workshop **5 selections**
- Multiracial families **4 selections**
- Money and identity **5 selections**
- Building connections across multigenerational and multinational family **2 selections**

Oral History Interview Workshop Participant Survey

SURVEY RESPONSE REPORT

05 June 2022 - 19 June 2022

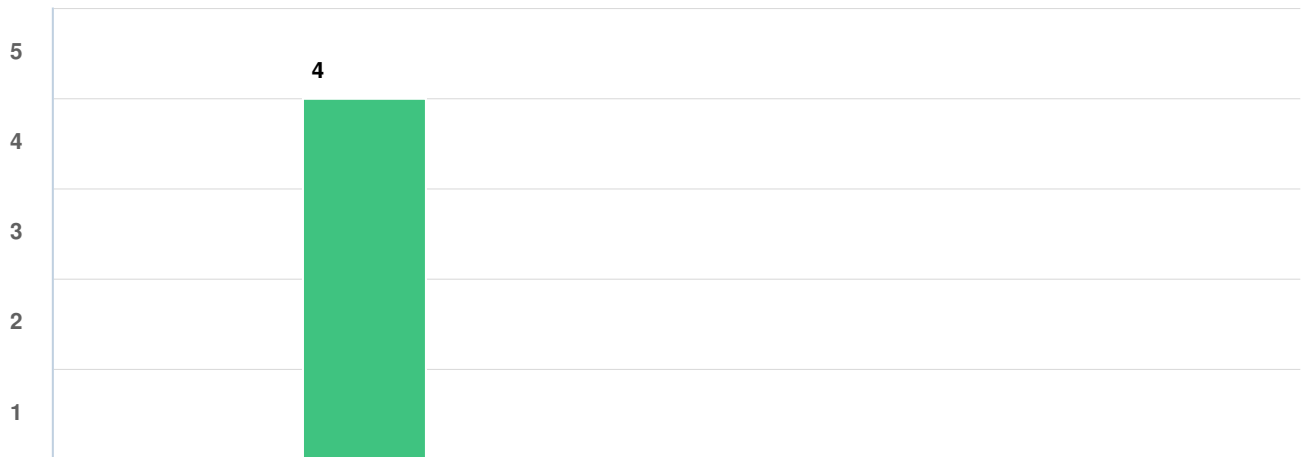
PROJECT NAME:

Community Conversations



SURVEY QUESTIONS

Q1 Did you participate in the Oral History Interview Workshop with Robin Li on June 5, 2022?

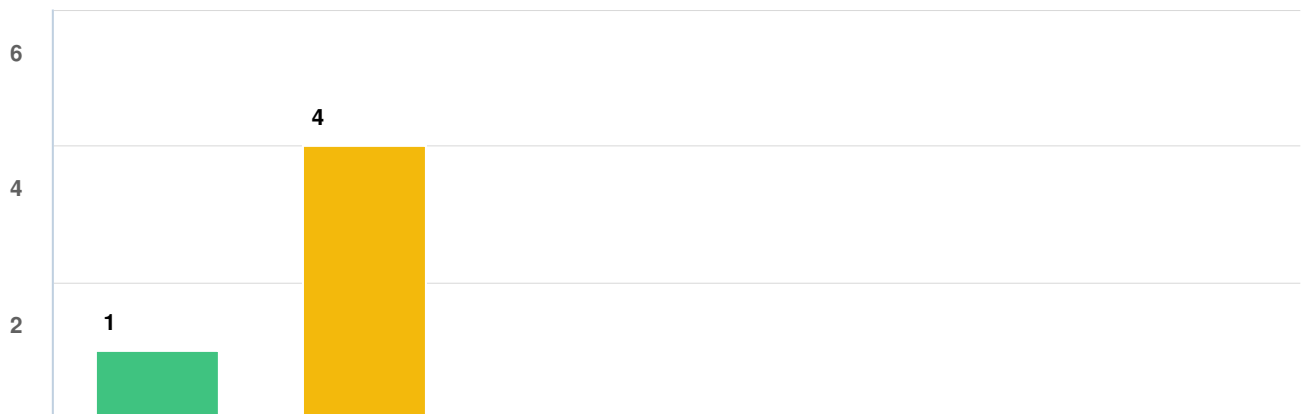


Question options

- Yes
- No

Mandatory Question (4 response(s))
Question type: Checkbox Question

Q2 Do you primarily identify as:

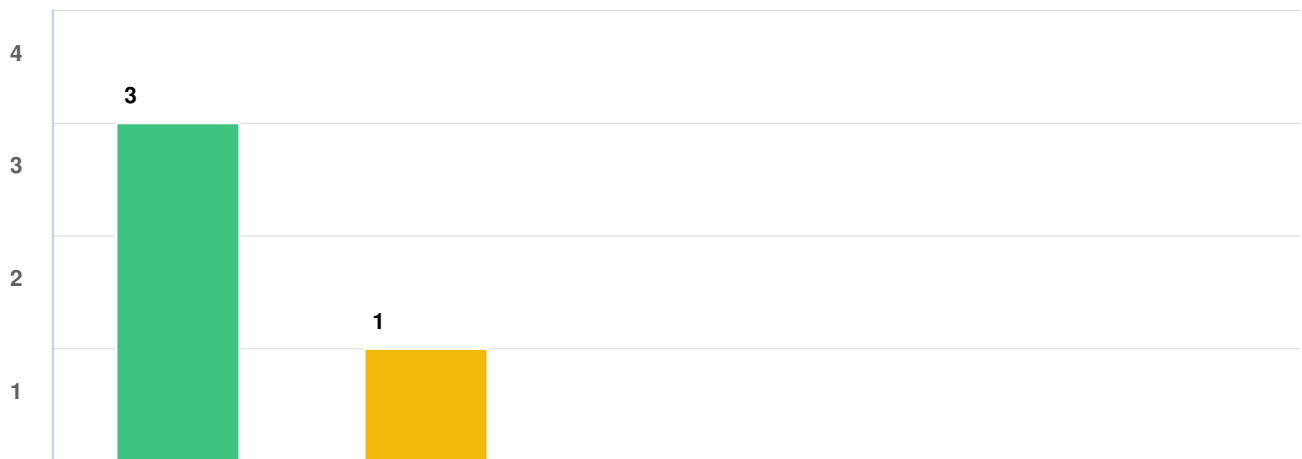


Question options

- A parent
- A community member
- A student
- A senior citizen
- A business owner
- A public servant (city employee, teacher, first responder, etc)

Mandatory Question (4 response(s))
Question type: Checkbox Question

Q3 What is your gender identity?

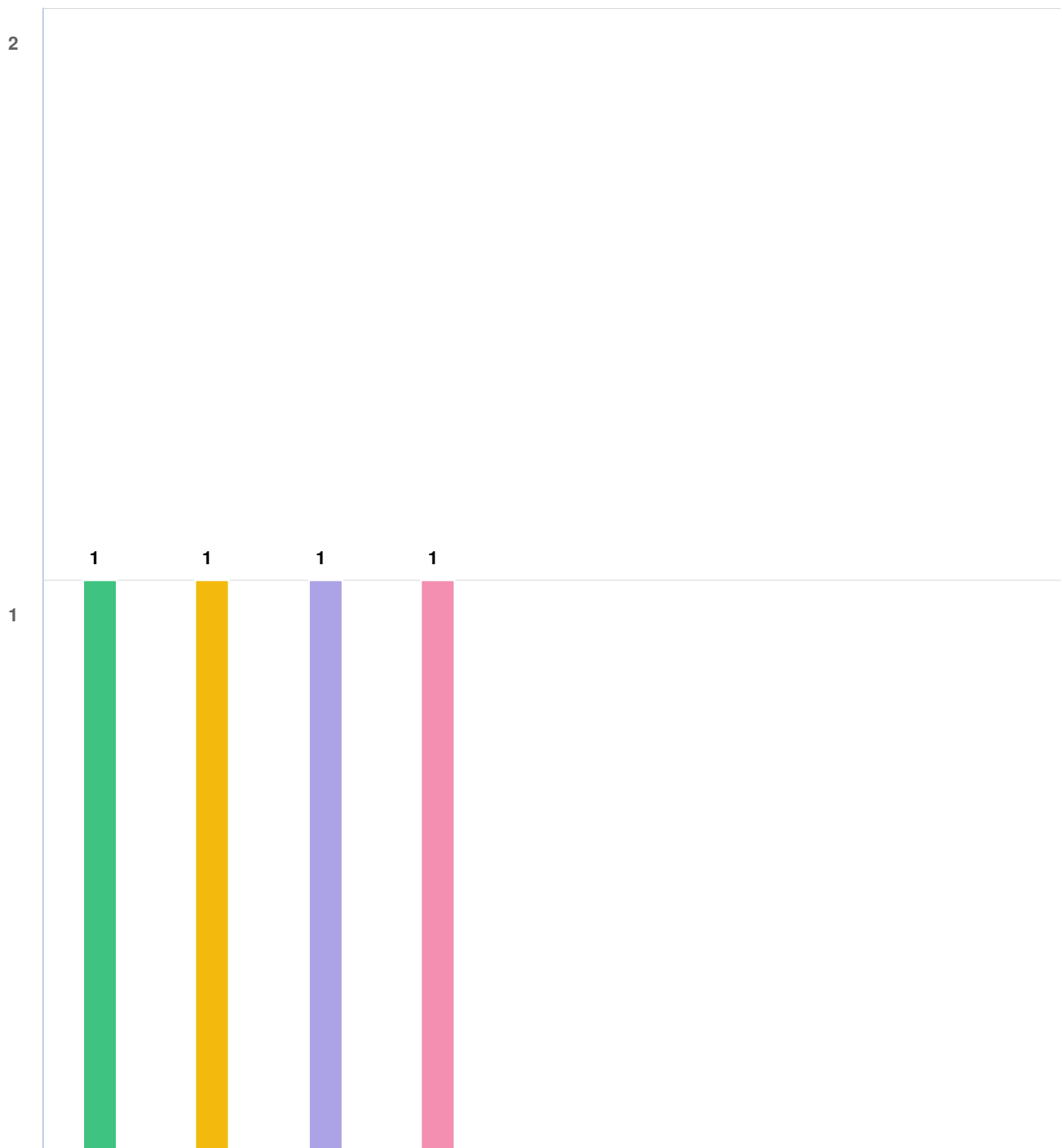


Question options

- Female
- Prefer not to respond
- Male
- Transgender
- Non-binary/non-conforming

Mandatory Question (4 response(s))
Question type: Checkbox Question

Q4 What ethnic identity do you identify with? Please check all that apply.

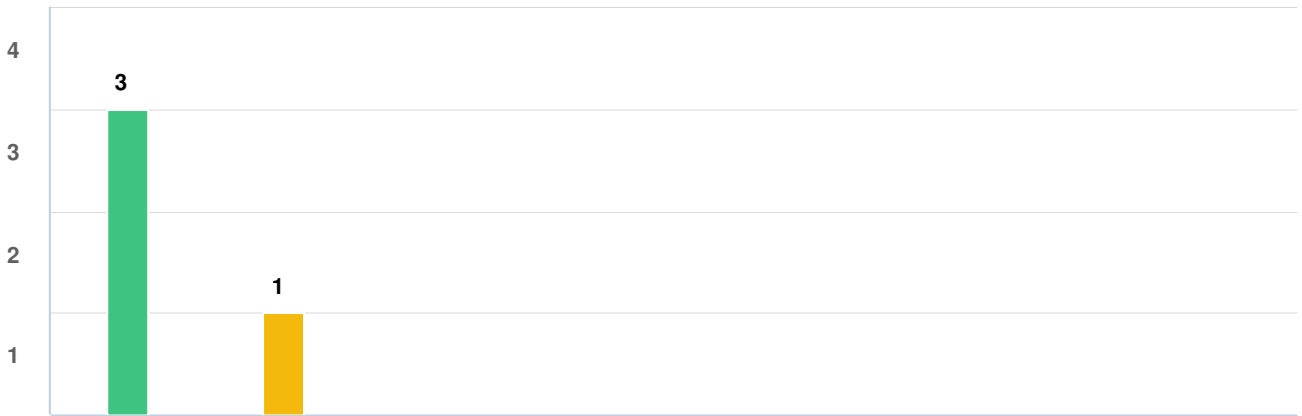


Question options

- Asian
- Mixed race
- White/Caucasian
- Prefer not to respond
- Black/African American
- Hispanic/Latinx
- Jewish
- Native American
- Native Hawaiian or other Pacific Islander

Mandatory Question (4 response(s))
Question type: Checkbox Question

Q5 What sexual identity do you identify with? Please check all that apply.

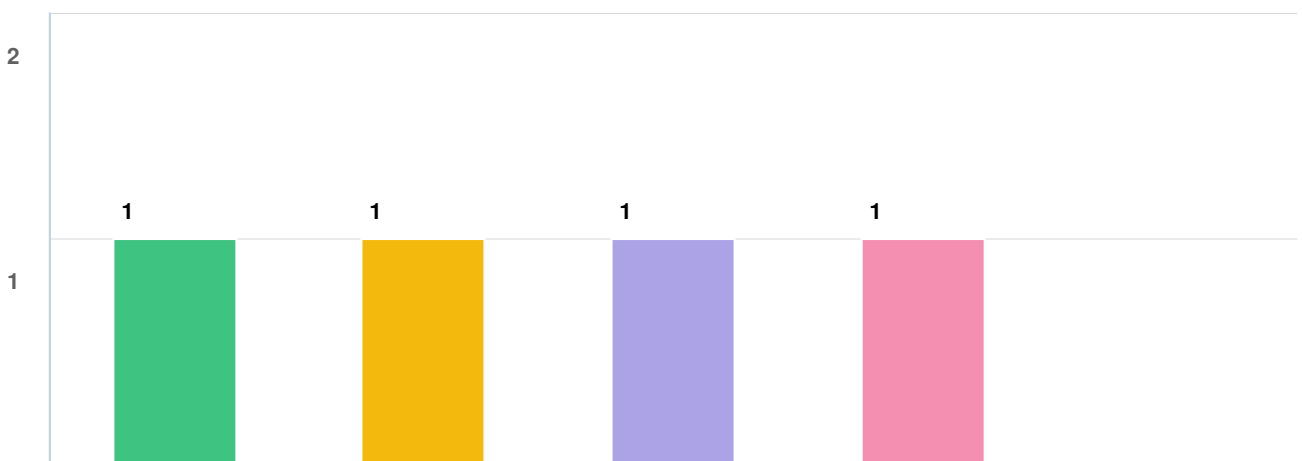


Question options

- Heterosexual
- Prefer not to respond
- Gay/Lesbian
- Bisexual
- Pansexual
- Asexual
- Questioning/unsure
- Queer

Mandatory Question (4 response(s))
Question type: Checkbox Question

Q6 What percentage of the information in this session was new to you?

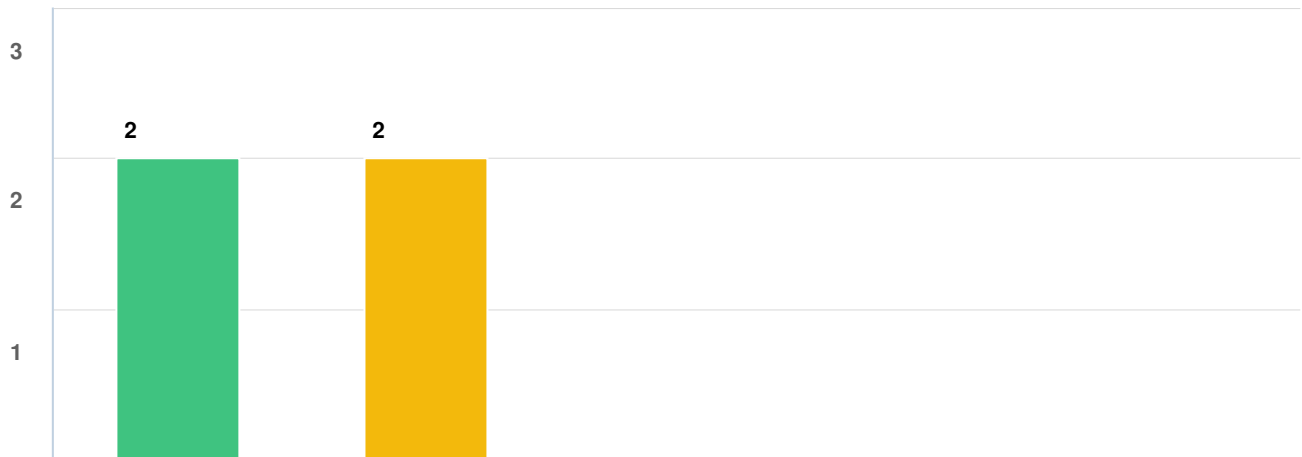


Question options

- 100%
- 75%
- 50%
- 25%
- 0%

Mandatory Question (4 response(s))
Question type: Checkbox Question

Q7 How likely are you to take action or make personal changes based on this session's content?

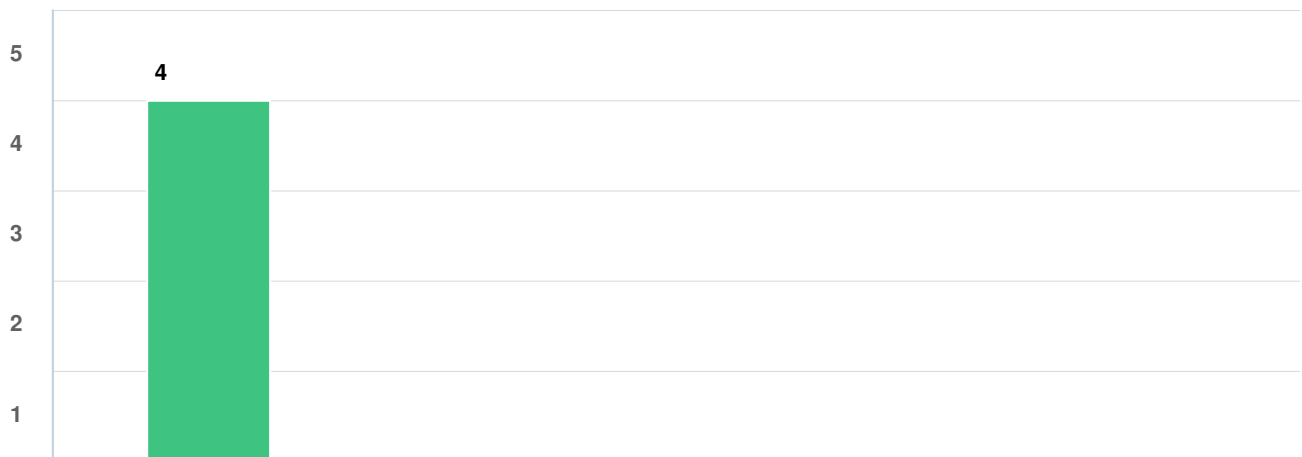


Question options

- Very likely
- Likely
- I'm not sure
- Unlikely
- Very unlikely

Mandatory Question (4 response(s))
 Question type: Checkbox Question

Q8 Overall session evaluation

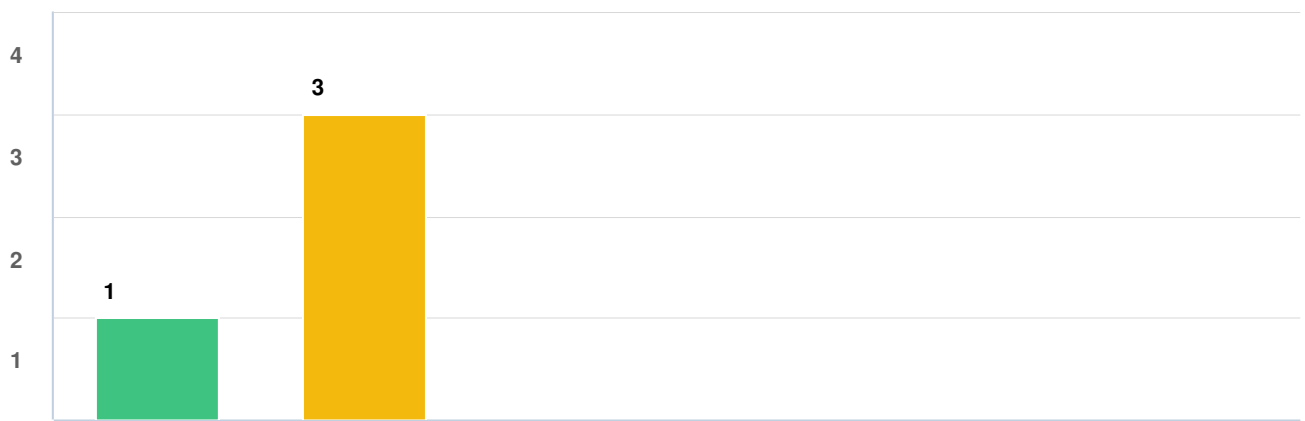


Question options

- Excellent
- Good
- Fair
- Poor

Mandatory Question (4 response(s))
 Question type: Checkbox Question

Q9 What is your interest level in attending future events in this series?

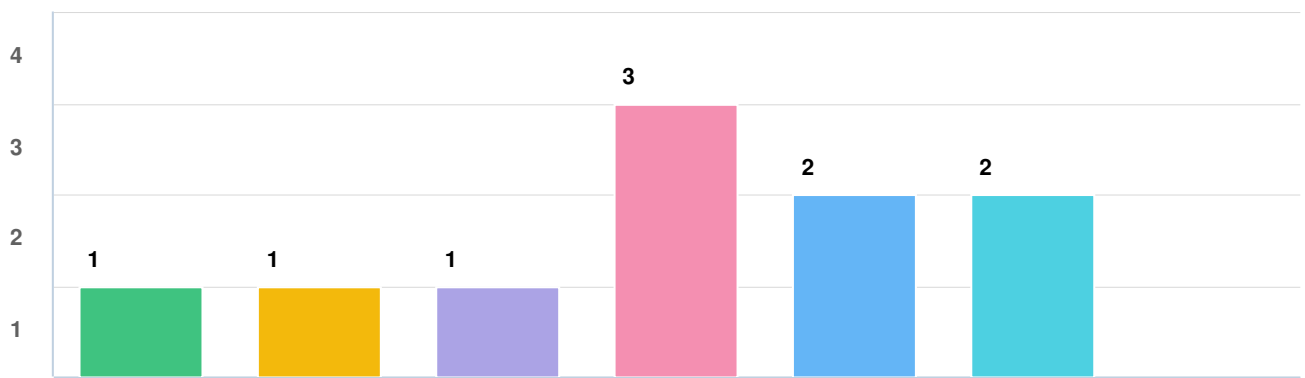


Question options

- Extremely interested
- Interested
- Unsure
- Uninterested
- Extremely uninterested
- Depends on the topic

Mandatory Question (4 response(s))
Question type: Checkbox Question

Q10 In the future, I would like to learn more about the following topics (choose all that apply):



Question options

- Diversity, creativity and achievement
- Microaggressions
- Helping children navigate bias and stereotypes
- Family/heritage oral history workshop
- Money and identity
- Building connections across multigenerational and multinational family
- Multiracial families

Optional question (4 response(s), 0 skipped)
Question type: Checkbox Question



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

**AB 6109
July 19, 2022
Consent Agenda**

AGENDA BILL INFORMATION

TITLE:	AB 6109: Interlocal Agreement with MISD for Mental Health Counseling Services	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Authorize the City Manager to sign the interlocal agreement with the Mercer Island School District for mental health counseling services during the 2022-2023 school year.	

DEPARTMENT:	Youth and Family Services
STAFF:	Ali Spietz, Chief of Administration Tambi Cork, YFS Administrator
COUNCIL LIAISON:	n/a
EXHIBITS:	1. 2022-2023 Interlocal Agreement for School Mental Health Counseling Services
CITY COUNCIL PRIORITY:	2. Articulate, confirm, and communicate a vision for effective and efficient city services. Stabilize the organization, optimize resources, and develop a long-term plan for fiscal sustainability.

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to seek approval from the City Council to enter into an Interlocal Agreement (“ILA”) with the Mercer Island School District (“District”) for mental health counseling services for the 2022-2023 school year.

- YFS mental health counselors have served in each school in the District for 43 years and under an ILA for the past 25 years.
- The proposed ILA for the 2022-2023 school year includes eight mental health and drug and alcohol school-based counseling professionals. This includes the “hire-ahead” position recently approved for Islander Middle School in anticipation of a retirement at the end of the 2022-2023 school year.
- The District contributes \$60,000 to the cost of the salaries, benefits, and certification for the eight mental health counselors covered in the ILA.

BACKGROUND

Since 1979, Youth and Family Services (“YFS”) has maintained a partnership with the District whereby YFS has placed mental health counselors in each of the District’s schools. This model allows for collaborative

counseling programs in the four elementary schools, the middle school, and the high school to include the Crest Learning Center. For the last 25 years, the City and the District have memorialized this collaboration in an annual ILA detailing staffing and costs for the counseling services.

ISSUE/DISCUSSION

As part of the proposed ILA (Exhibit 1), the City will provide eight mental health and drug and alcohol school-based counseling professionals for the 2022-2023 school year. This includes the “hire-ahead” position for Islander Middle School that was recently approved by the City Council on July 5, 2022 ([AB 6106](#)) in anticipation of a retirement at the end of the 2022-2023 school year. The ILA also allows for the inclusion of graduate-level interns as part of the staffing.

Other than the addition of the “hire-ahead” position, there are no substantive changes in this year’s ILA regarding the provision of services.

STAFFING COST ESTIMATE

The estimate below includes the full cost of salary and benefits for the eight school counseling professionals for the 2022-2023 school calendar year. The ILA reflects an annual payment of \$60,000 from the District to support the eight counselors from YFS.

2022-2023 ESTIMATE	
Staff/Time	Cost
4 Elementary School Counselors	\$375,512
2 Middle School Counselors	\$187,583
1 High School Drug/Alcohol Specialist	\$93,742
1 High School Counselor	\$86,107
Tuition & Registrations	\$3,000
Total	\$745,944
District Contribution	\$60,000
Total City Cost	\$685,944

RECOMMENDED ACTION

Authorize the City Manager to sign the interlocal agreement with the Mercer Island School District substantially in the form attached as Exhibit 1 to AB 6109.

City of Mercer Island and Mercer Island School District Interlocal Agreement for 2022-2023 Mental Health Counseling Services

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between Mercer Island School District No. 400 (“District”) and the City of Mercer Island, a municipal corporation of the State of Washington (“City”) (collectively, “Parties”) pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW).

WHEREAS the District desires to obtain comprehensive mental health counseling services; and

WHEREAS the City has a comprehensive mental health counseling service available within the Department of Youth and Family Services (“YFS”); and

WHEREAS the City Council has determined that the public health, welfare, and safety is enhanced by delivering these services; and

WHEREAS the Parties desire to enter into this Agreement to set forth the terms and conditions under which such mental health counseling services shall be provided by the City to the District.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the respective Parties hereto, and other good and valuable consideration, it is mutually agreed as follows:

1. Purpose. The purpose of the Agreement is to enable the City and the District to cooperatively provide comprehensive mental health counseling services to the students of the District to the mutual advantage of the Parties and the benefit of the community.
2. Duration/Termination. This Agreement shall commence on August 22, 2022 and terminate on August 22, 2023. Provided, however, that the City or the District may terminate the Agreement upon giving thirty (30) days written notice to the other party.

If the Agreement is terminated as provided in this section, the District shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination and the City shall be released from any obligation to provide such further service pursuant to the Agreement as of the effective date of the termination.

3. Services to be Provided.
 - 3.1 The City will provide the equivalent of eight (8) counselors from YFS to perform services at District facilities and/or through virtual platforms (i.e., remote videoconferencing). The eight counselors are as follows:
 - four elementary school counselors,
 - two middle school counselors,
 - one high school counselor, and
 - one high school mental health and substance abuse specialist.
 - 3.2 Each counselor will provide the district 40 work hours/week during the Districts 2022-23

academic year (August 22, 2022 to June 23, 2023).

- 3.3 The counselors shall provide services which include, but shall not be limited to the following: assistance with personal problems of students; individual and group counseling with students; family and parental counseling on a short term basis; delivering group curricula as requested by school staff and when appropriate; alcohol and other drug prevention/intervention services, and consulting with the District staff concerning student behavior, including participation, when appropriate, on Student Study Teams (SST) Building Guidance Teams (BGT) and/or other formal building planning and support functions.
 - 3.4 The City may also provide 20 hours per week of elementary school mental health support services through unpaid clinical internship(s) under the direct supervision of qualified, licensed YFS staff.
 - 3.5 Services will be provided in person, in classroom, and/or via virtual platforms (or a combination of the three) determined upon mutual consideration the needs of the individual school, the District, the City and personal health and safety needs of individual City staff (per City Human Resources policy and YFS staff policy).
4. Cost Allocation. The District will pay \$60,000.00 of the total sum for the school-based counseling personnel services during the term of the Agreement and the City will pay the difference of the total sum as outlined below:

2022-2023 ESTIMATE	
Staff/Time	Cost
4 Elementary School Counselors	\$375,512
2 Middle School Counselors	\$187,583
1 High School Drug/Alcohol Specialist	\$93,742
1 High School Counselor	\$86,107
Tuition & Registrations	\$3,000
Total	\$745,944
District Contribution	\$60,000
Total Cost for City	\$685,944

The Parties' cost allocation and payment responsibilities for 2022-2023, and any subsequent academic years, will be reviewed and discussed during the term of the Agreement by both parties prior to the development and execution of any future interlocal agreements.

- 5. Service Level Changes. After January 1, 2023, the number of counseling professionals and corresponding services provided by the City, as set forth above in Section 3, are contingent on receipt of sufficient revenues by the City to pay for them. If sufficient revenues are not received in the sole judgment of the City, the City may, in lieu of terminating the agreement pursuant to Section 2, modify the service levels provided in Section 3. If services levels are modified, allocation of total cost outstanding shall remain at the same ratio shown in Section 4.

6. Premises/Equipment. The District will provide on-site space, equipment, email accounts, and supplies necessary to provide the counseling services, at no cost to the City. Each school counselor must comply with the Acceptable Use Policy of the District.
7. Employees. All persons performing services hereunder shall be employees of the City and not the District. Nothing in this Agreement shall make any employee of the City an employee of the District, and vice versa, for any purpose, including but not limited to, withholding of taxes, payment of benefits, insurance, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to either Parties' employee by virtue of their employment. At all times pertinent hereto, employees of the City are acting as City employees and employees of the District are acting as District employees.
8. Indemnification. The City will protect, defend, indemnify, and save harmless the District, its officers, employees, and agents from and against any costs, claims, actions, liabilities, judgments or awards and damages (including attorney's fees and costs) arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, its employees, and agents in connection with this Agreement.

The District will protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from and against any and all costs, claims, actions, liabilities, judgments or awards and damages (including attorney's fees and costs) arising out of or in any way resulting from the negligent acts or omissions of the District, its officers, employees, and agents in connection with this Agreement. The District waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The District's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers compensation acts, disability benefit acts or any other benefits acts or programs.

This indemnification paragraphs shall survive the expiration or earlier termination of this Agreement.

9. Insurance.
- 9.1 The City shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of the City's membership in a municipal self- insurance pool, including evidence of limits of coverage, exclusions, and limits of liability, satisfactory to the District.
- 9.2 The District shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate for personal injury and property damage and name the City as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the District's membership in a school district self-insurance pool, including evidence of limits of coverage, exclusions, and limits of liability, satisfactory to the City.
10. Standards of Performance. All services performed hereunder by the City shall be performed

diligently and competently and in accordance with professional standards. The District will formally meet with the City supervisor of counselors for an end-of-year review on or before June 1 to discuss the counseling services overall and individual counselor's performance. The end of year review will include input from the school principal and when appropriate the Director of Learning Services or Superintendent of the District and will note annual successes and opportunities for growth and development for the ensuing year(s) should the District and City extend this agreement in successive years. The District will communicate to the City supervisor of the counselors at any time when performance issues arise during the school year. The City will consult with the District when improvement plans may be needed.

The City will provide an end-of-year review that includes a summary of the issues identified that affected a counselor's ability to perform his/her duties. The review will note practices and environments which led to a successful partnership as well as any opportunities for improvement in the partnership and collaboration for the ensuing year should the District and City extend this Agreement in successive years. The District will consult with the City when improvement plans may be needed.

11. Disclosure of Student Information. In the course of consulting with District staff concerning student behavior and participation on Student Study Teams (SST), Building Guidance Teams (BGT), and/or in other formal and informal venues, counselors providing services under this Agreement may receive personally identifiable information from the education records of students. Such information remains subject to the control of the District. Counselors are authorized to use this information only for the purpose of consulting with District staff concerning student behavior and participation on Student Study Teams (SST), Building Guidance Teams (BGT), and/or in other formal and informal venues. Counselors may not disclose such information for any other purpose without the consent of the parent or eligible student.
12. Summary Report. At the conclusion of the academic year, the City will provide a summary document to the Superintendent or designee that will include but is not limited to the number of students counselors worked with during the year (unduplicated), the number of student contacts counselors had during the year (duplicated), and the broad themes for why students needed counselor support.
13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement that are declared invalid, void, or illegal by a court of competent jurisdiction shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
14. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
15. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

- 16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Either party may request changes in the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
- 17. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event of any suit or other proceeding instituted to enforce any term of this Agreement, the venue shall be King County, Washington.
- 18. Filing Requirement. This Agreement shall be filed/posted in accordance with RCW 39.34.040.
- 19. Nondiscrimination. The City will not unlawfully discriminate against any employee or applicant for employment in connection with the services provided under this Agreement because of race, creed, color, sex, sexual orientation, age, national origin, marital status, or physical and motor handicap or other unlawful basis unless based upon bona fide occupational qualifications.

The City will ensure that all employees are treated without regard to the race, creed, color, sex, sexual orientation, age, national origin, marital status, and physical and other motor handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruiting advertisement, layoff, termination rates of pay or other forms of compensation, selection for training, including any apprenticeship.

- 20. Administration of Agreement. Each party shall designate an official responsible for the administration of this Agreement and negotiate with regard thereto.

In the case of the City, that official shall be the Chief of Administration or their designee.

In the case of the District, that official shall be the Director of Learning Services or Superintendent or their designee. These officials shall communicate from time to time, as they deem necessary to discuss the services and performance of this Agreement and other relevant matters.

DATED this 19th day of July 2022.

CITY OF MERCER ISLAND

MERCER ISLAND SCHOOL DISTRICT NO. 400

Jessi Bon, City Manager

Dr. Fred Rundle, Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Bio Park, City Attorney

Erin Battersby, Attorney for District
Executive Director, Compliance & Legal Affairs



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

**AB 6112
July 19, 2022
Consent Agenda**

AGENDA BILL INFORMATION

TITLE:	AB 6112: Water Meter Replacement Program Bid Award	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Appropriate \$3,252,916 for the Water Meter Replacement Program and award the contract to Ferguson Enterprises, LLC.	

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations/PW Director Allen Hunter, Utilities Operations Manager
COUNCIL LIAISON:	Lisa Anderl
EXHIBITS:	1. Mercer Island Meter Replacement Program contract
CITY COUNCIL PRIORITY:	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.

AMOUNT OF EXPENDITURE	\$ 7,352,916
AMOUNT BUDGETED	\$ 4,100,000
APPROPRIATION REQUIRED	\$ 3,252,916

EXECUTIVE SUMMARY

The purpose of this agenda bill is to award a public works construction contract for the replacement of all water meters on Mercer Island to an Advanced Metering Infrastructure (AMI) system. This multi-year water utility project began in 2018 and construction is ready to commence.

- This project will replace approximately 7,900 water meters with meters that transmit water use data to the City’s network on an hourly basis.
- 59% of the meters are considered older and contribute to high, unaccountable water loss, lost revenue, and wasted water from leaks.
- Replacing the City’s water meters will conserve water, improve leak detection, and increase accuracy of utility billing.
- Nine proposals for meter replacement program were received. The City negotiated a contract with Ferguson Enterprises to complete the meter deployment project for no more than \$5,101,745.
- Three limited-term positions will be created to support the project: 2.0 LTE field staff will be responsible for preparing all meter boxes for equipment replacement, and 1.0 LTE inspector position will ensure that the new meters are installed and transmitting data accurately.
- The available budget for this project, adopted in the 2021-2022 Water Fund Capital Improvement Project budget, is \$4,100,000. This original project budget did not include costs for project management or the limited-term staff positions, and was based on an estimate of equipment needs,

which have now been updated by Ferguson’s detailed study of the island. Combining these additional costs with a 15% project contingency brings the total estimated project cost to \$7,352,916.

- An appropriation of \$3,252,916 is requested from the Water Fund balance to cover the additional project costs.

Equipment procurement for the Water Meter Replacement Program is expected to start in August 2022, and installation of new meters is expected to begin in April 2023. The entire program is projected to be completed by August 2024.

BACKGROUND

MERCER ISLAND WATER METER INFRASTRUCTURE

The City of Mercer Island owns and maintains 7,871 water meters, which vary in manufacturer, type, and age. Currently, 59% of the system’s meters were installed more than 15 years ago, the age at which meters are considered to be declining and likely to malfunction. This large number of older meters contributes to high, unaccountable water loss, lost revenue, and wasted water from leaks.

The Washington Department of Health (DOH) regulates and monitors all drinking water systems in the state and provides guidelines on Municipal Water Law. One of the rules under this law, the Water Use Efficiency rule, was enacted to help conserve water. This rule requires that over a three-year average, not more than 10% of the water in a municipal water supply’s distribution system is unaccounted for, which may be caused by leaks and inaccurate meters.

Each year, the City is required to report its annual water loss to DOH, which is calculated by comparing the volume of water that the City purchases from Seattle Public Utilities (SPU) (the Island’s source of municipal water) and the volume of water sold to customers on the Island. For 2021, the City’s unaccounted water loss was recorded at approximately 119 million gallons, which means that 14.95% of the total volume of water purchased from Seattle Public Utilities for the year was not accounted for in water sales to customers. The City’s 2021 unaccounted water loss numbers are higher than normal, which usually fall in the 8% - 11% range. This higher level of recorded volume loss is likely attributable to SPU replacing their two master meters, thereby increasing their accuracy, and the City’s outdated meter infrastructure, which is likely to under-report water use.

City staff collect monthly readings from every water meter on the island in order to calculate water use and corresponding utility customer billing. Approximately 18% of these meters are radio-read, which transmit data to staff driving or walking by the meters. The remaining meters (approximately 6,500) are read manually, with staff visiting each meter to visually record usage data. All meter reading is completed by a 1.0 FTE position in the Finance Department.

PROJECT BACKGROUND

In 2018, Mercer Island hired HDR Engineering (HDR) to assess the City’s current metering program, provide an overview of meter reading technologies, and evaluate the feasibility and benefits of implementing these technologies for the Mercer Island water system. The technologies that were considered include:

- Manual Read – Water meter data is collected by a person who visits each meter.
- Automated Meter Reading (Radio-Read) – Water meter data is collected by a person walking or driving by each meter.

- Advanced Metering Infrastructure – Water meter data is automatically transmitted to a secure, cloud-based network, which sends the information to the utility billing software.

Based on HDR’s Water Meter Replacement Program Analysis Report, the City, in consultation with the Utility Board, decided to pursue an Advanced Metering Infrastructure (AMI) system, which has an expected lifespan of 20 years. AMI systems have a higher upfront cost but provide precise, real-time water use data that helps support conservation activities with improved leak detection and allows staff to focus on addressing water issues by significantly reducing or eliminating the amount of walking and driving to individual meters.

In 2019, the City released a Request for Proposals for the design and deployment of the Water Meter Replacement Program. Nine submittals were received. Two vendors were selected to participate in a 10-day pilot meter program demonstrating their system’s performance at five locations. Based on the results, the vendor’s experience with similar deployments, and the quality of the proposed products, the City’s evaluation team identified Ferguson Enterprises, LLC (Ferguson) as the most qualified contractor for project implementation. Ferguson will use Sensus equipment and software in the project implementation.

Since selecting Ferguson as the preferred contractor in 2019, staff has been working with Ferguson to determine the best equipment configurations for Mercer Island and negotiating the terms of the contract agreement for deployment of the new water meters and network equipment (Exhibit 1), as well as the software integration with the City’s utility billing system.

ISSUE/DISCUSSION

PROJECT DESCRIPTION

The Water Meter Replacement Program will replace and upgrade all existing water meters connected to Mercer Island’s water system and implement an Advanced Metering Infrastructure (AMI) system. Each meter will automatically transmit water use information to data collectors located throughout the City. This data is then transmitted to the City’s fixed network system, providing continuous hourly readings (see Figure 1).

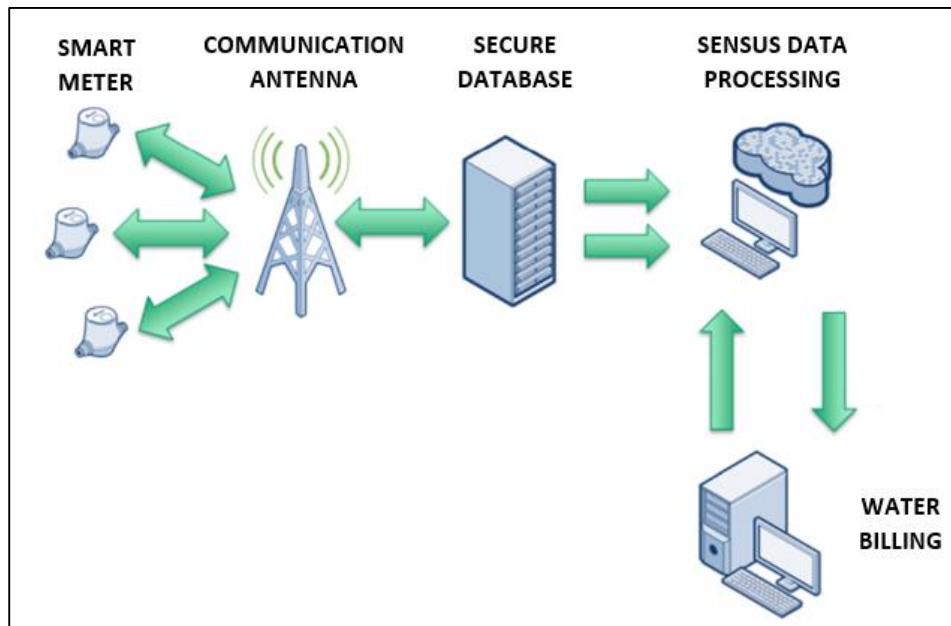


Figure 1. Advanced Metering System schematic

Real-time meter reading will allow City staff to address leaks within the distribution system before they turn into bigger issues (i.e., landslides), reduce the time between meter reads and customer billing, and assist customer service in responding to billing and usage issues. AMI water metering technology is currently used by many local cities and water districts, including Bellevue, Auburn, Mountlake Terrace, and Renton.

In preparation for the implementation of the AMI system, Ferguson conducted a study of the island to determine where data collectors must be placed to capture transmissions from all water meters. Given the island's varied topography, finding collector locations that could capture data from all parts of the City was challenging and took longer than expected. The study ultimately identified seven locations where data collection equipment will be mounted on utility poles at approximately 80' high. Three of these locations will have collector equipment installed on City-owned poles and will capture data from approximately 75% of the meters. These poles will be located at the City Hall/Public Works campus, the Water Reservoir Facility, and Island Crest Park. The four remaining locations, which will capture data from the remaining 25% of meters, require the replacement of PSE-owned poles located in the City right-of-way. These will be located at Roanoke Park, near South Mercer Playfields, near SE 72nd St Landing, and near South Point Landing.

Once the program is complete, customers will be able to access information about their account through a web-based customer portal. The City may also use this portal to convey notices and other information to customers. Information in the customer portal will be available in English and Spanish, with the option to add additional languages.

Throughout the deployment phase, Ferguson will train City staff in the best practices for installing and activating the new meters, as well as troubleshooting issues.

PROJECT MANAGEMENT AND STAFFING

HDR Engineering, a firm with many years of experience implementing new metering infrastructure for cities, has been retained to assist with project and construction management through the deployment phase of the meter replacement project. In addition to coordinating the installation of meters with Ferguson, HDR will also coordinate all communications and education about the program to Mercer Island residents and businesses. Information about the meter replacement program and upcoming service disruptions will be communicated to customers via regular updates on the City's website, social media outlets, and newsletters, as well as with informational inserts included with all utility billing and door hangers. Staff will be available to answer questions or concerns from customers.

Additionally, HDR will coordinate all project needs with Puget Sound Energy, including pole replacements, equipment mounting, and connections to the power grid.

Prior to the installation of each new meter, City Utilities staff will prepare each meter box for the equipment replacement. This work includes clearing vegetation and debris from around meter boxes, cleaning dirt and debris out of each box, and adjusting existing equipment and boxes to accommodate the new meters.

The extent of this work exceeds the availability of current Water Utility staff, who must continue to maintain the water distribution system and respond to emergency issues. Preparation work for the meter replacements will require two new, limited-term field staff positions for the duration of the project, dedicated to performing the body of work required by this project, as well as other needs that arise during the course of the deployment.

In addition, a limited-term Utilities Inspector position will be needed for the project’s duration to ensure information is collected from each old meter, inspect the installation of the new meter, and verify data is being transmitted accurately from the new meter and received by the City’s utility billing software. This position will also sign off on each of the eleven routes (or batches) of meter deployments.

Utilities Operations staff will work closely with Utility Billing staff during the deployment, as timing for replacements will need to align with the City’s monthly water billing cycles to ensure accurate, on-schedule billing.

FINANCIAL IMPACTS AND BUDGETARY ACTIONS

The available budget for this project, adopted in the 2021-2022 Capital Improvement Project budget, is \$4,100,000. This original project budget did not include costs for project management or the limited-term staff positions, and was based on an estimate of equipment needs, which have now been updated by Ferguson’s detailed study of the island. Combining these additional costs with a 15% project contingency brings the total estimated project cost to \$7,352,916. Project costs are summarized in the following table.

To construct this project as designed, an additional \$3,252,916 in funding is needed. Staff recommends that this additional cost be covered by an appropriation from the Water Fund balance. As of December 2021, the Water Fund balance was \$19.9 million.

WATER METER REPLACEMENT PROGRAM PROJECT BUDGET	
DESCRIPTION	TOTAL
Ferguson Enterprises Contract	\$5,101,745
Puget Sound Energy Pole Replacements	\$200,000
Project Management (HDR)	\$450,016
Contract Administration*	\$125,000
Field Staff (2.0 LTE, 2 years)	\$444,587
Utilities Inspector (1.0 LTE, 2 years)	\$266,306
Project Contingency (15%)	\$765,262
TOTAL PROJECT COST	\$7,352,916
2021-2022 Capital Improvement Project Budget	\$(4,100,000)
TOTAL BUDGET AVAILABLE FOR PROJECT	\$(4,100,000)
BUDGET APPROPRIATION NEEDED – WATER FUND	\$3,252,916

* Contract Administration includes staff time from the Public Works, City Attorney, and Finance departments.

NEXT STEPS

Equipment procurement for the Water Meter Replacement Program is expected to start in August 2022, and deployment of new meters is expected to begin in April 2023. The entire program is projected to be completed by August 2024.

Following implementation of this contract, staff will draft a separate Service Agreement for ongoing operation and costs for this project, including data hosting, customer portal support, and software/hardware support. These costs will be included in the Water Utility operating budget each biennium.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with Ferguson Enterprises, LLC, a Washington-based company, substantially in the form hereto attached as Exhibit 1, for the deployment and implementation of the Water Meter Replacement project, in an amount not to exceed \$5,101,745 over a two-year period, with future year funding contingent on Council budget approval.
2. Appropriate \$3,252,916 from the Water Fund to increase total project funding not to exceed \$7,352,916.

**CITY OF MERCER ISLAND
PUBLIC WORKS CONTRACT
FOR
MERCER ISLAND METER REPLACEMENT PROGRAM**

THIS PUBLIC WORKS CONTRACT ("Contract") dated July 20, 2022, is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF MERCER ISLAND, a Washington municipal corporation ("City" or "Owner"), and Ferguson Enterprises, LLC dba Ferguson Waterworks, a Virginia Limited Liability Company ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work within and throughout the City of Mercer Island, Washington ("Property"); and

B. The Contractor has the requisite skill and experience to perform such work and has submitted a proposal dated August 7, 2019 to complete such work ("Proposal").

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

- 1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents for the Mercer Island Meter Replacement Program Project, including this Public Works Contract, the Contractor's completed Proposal, the City's General Terms and Conditions (May 2020 ed.), any Supplemental and/or Special Conditions, Technical Specifications, Drawings and Addenda, and Contractor's proposal, which documents are incorporated by this reference, ("Work"), which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.
- 1.2 Completion Date. The Work shall be commenced within ten (10) days of receipt by the Contractor of the City's Notice to Proceed and shall attain Final Completion by July 31, 2024 (the "Contract Time") as may be extended in accordance with the Contract Documents. In the event the Work is not completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in Section 1.3 of this Contract.
- 1.3 Liquidated Damages. TIME IS OF THE ESSENCE OF THIS CONTRACT. Delays inconvenience the residents of Mercer Island and cost taxpayers undue sums of money, adding time needed for administration, engineering, inspection and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages as follows: Liquidated damages for failure to achieve timely Substantial Completion shall be in the amount of \$200 per day.
- 1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for highly skilled and competent contractors performing this type of work in this area.

- 1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state, and City laws, including but not limited to all City ordinances, resolutions, standards, or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.
- 1.6 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.
- 1.7 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Mercer Island.

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the Work is complete, and formally accepted by City, and all warranties have expired.

3. REQUISITE SKILL

The Contractor warrants that it has the requisite skill to complete the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Mercer Island by obtaining a City of Mercer Island business registration. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

4. COMPENSATION

- 4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed five million one hundred and one thousand seven hundred forty-four Dollars and seventy-five Cents (\$5,101,744.75), based on the Proposal submitted by Contractor dated August 7, 2019, and other Contract Documents.
- 4.2 Contractor Responsible for Taxes. Except as otherwise stated in the Contract Documents, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
- 4.3 Method of Payment. Payment by the City for the Work will only be made after the Work has been completed, a voucher or invoice is submitted in a form satisfactory to the City, and such invoice is approved by the appropriate City representative. Payment shall be made within forty-five (45) days of receipt of such invoice or voucher. The Contractor's acceptance of such payment for the Work shall constitute full compensation for the performance of the Work included on such invoice or voucher. Invoices shall be submitted to:

City of Mercer Island
 ATTN: Allen Hunter, Utilities Operations Manager
 9611 S.E. 36th Street
 Mercer Island, WA 98040

- 4.4 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of the Total Compensation shall be retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers, and laborers. Upon execution of this Contract, Contractor shall complete, execute, and deliver to the City the Contractor's Retainage Agreement set forth in the Contract Documents. No payments shall be made by the City from the retained percentage fund ("Fund") nor shall the City release any retained percentage escrow account to any person, until the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due from the Contractor and all taxes due and to become due with respect to the Contract have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the State's lien on the retained percentage. Upon non-payment by the general contractor, any supplier or subcontractor may file a lien against the retainage funds, pursuant to Chapter 60.28 RCW. Subcontractors or suppliers are required to give notice of any lien within thirty (30) days of the completion of the Work and in the manner provided in RCW 39.08.030. Within sixty (60) days after completion of all Work on this Contract, the City shall release and pay in full the money held in the Fund, unless the City becomes aware of outstanding claims made against this Fund.

5. EQUAL OPPORTUNITY EMPLOYER

In all Contractor services, programs, or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor'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. Contractor 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 Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may perform work during the Term of this Contract for other third parties; provided, however, that such performance of other work shall not conflict with or interfere with the

Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

7. INDEMNIFICATION

7.1 Indemnification and Hold Harmless.

- A. The Contractor shall protect, defend, indemnify, and hold harmless City, its elected officials, officers, agents, and employees, from any and all third-party claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of the performance of this Contract in whole or in part by or in any way resulting from the Contractor's officers', employees', agents', and/or subcontractors of all tiers', acts or omissions in performance of this Contract. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. The provisions of this section 7.1 shall survive the expiration or termination of this Agreement.
- B. The Contractor's obligations under this section shall include, but not be limited to:
- i. The duty to promptly accept tender of defense and provide defense to City at the Contractor's own expense.
 - ii. The duty to indemnify and defend City, its elected officials, officers, agents and employees, from any such claims, demands, and/or causes of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects City with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated upon by them.
 - iii. To the maximum extent permitted by law, the Contractor shall indemnify and defend City, its elected officials, officers, agents and employees, from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence or alleged negligence of the Contractor or caused by the inherent nature of the work specified.
- C. City may, in its sole discretion withhold amounts sufficient to pay the amount of any claim for injury until one of the conditions set forth in subsection D below has been met.
- D. Any amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be liable for any actual

claims costs incurred by City, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.

- E. In the event City incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- F. This provision has been mutually negotiated by the City and the Contractor.

7.2 Survival

The provisions of this Section 7 shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

8. **INSURANCE**

8.1 The Contractor agrees to carry for the duration of this contract and for thirty (30) days after Final Acceptance, unless otherwise indicated herein, at a minimum, the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors with a carriers having a current A.M. Best rating of not less than A:VII:

- A. Workers' Compensation and Employer's Liability Insurance in amounts sufficient pursuant to the laws of the State of Washington.
- B. Commercial general liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 or coverage at least as broad and shall cover liability arising from premises, operations, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the City, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Commercial General Liability insurance policy with respect to the Work performed for the City using ISO Additional Insured endorsement CG 20 10 12 19 and Additional Insured Completed Operations endorsement CG 20 37 12 19 or substitute endorsements providing equivalent coverage with limits of no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$5,000,000 products-completed operations aggregate limit.
- C. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage with combined single limits for bodily injury and property damage of not less than \$1,000,000 per accident.

8.2 The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverages. Contractor shall provide certificates of insurance, concurrent with the execution of this Contract, evidencing such coverage. All insurance policies shall contain a clause of endorsement providing that they may not be cancelled or terminated during the Term of

this Contract, except after thirty (30) days prior written notice to the City. Contractor shall require all subcontractors to furnish separate certificates and endorsements. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Contract.

Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

- 8.3 The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.
- 8.4 The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

9. PERFORMANCE/PAYMENT BOND OR ADDITIONAL RETAINAGE

Pursuant to RCW 39.08.010, Contractor shall provide Performance Bond and Payment Bond each in an amount equal to 100% of the amount of this Contract to cover the performance of all provisions of this Contract and the payment of all laborers and suppliers. The Contract bonds shall be in a form set forth in the Contract Documents. The Contract bond shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount.

Alternatively, pursuant to RCW 39.08.010, on contracts of Fifty-Five Thousand Dollars (\$55,000) or less, at the option of the Contractor, the City may, in lieu of a bond, retain ten percent (10%) of the Contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

10. SAFETY

Contractor shall take all necessary precautions for the safety of its employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

11. PREVAILING WAGES

11.1 Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, work persons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. A copy of the applicable prevailing wage rates is also available for viewing at the office of the City located at 9611 SE 36th St, Mercer Island, WA 98040. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

11.2 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. If requested by the City, the Contractor shall provide certified payroll records for its employees and the employees of its subcontractors. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

12. SUBCONTRACTOR RESPONSIBILITY

Contractor shall verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in the Instructions to Bidders and possesses the necessary licenses required to perform the Work. This verification requirement must be included in every public works subcontract or every tier.

13. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which are developed for the City while performing the Work shall become or remain the property of the City and shall be delivered to the City at its request.

14. CONFIDENTIALITY

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". The City is subject to laws regarding the

disclosure of public records and document. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part, and may be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information and the Contractor has marked the requested document as "Proprietary and Confidential," the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the Contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorneys fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

15. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract for a period of one (1) year following completion of its obligations under this contract, or as otherwise required by applicable law, and such accounting procedures and practices to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject upon prior written notice and a mutually agreeable date and time, at Contractor's relevant servicing location, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

16. CLEAN UP

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

17. WARRANTY

- A. **Installation Warranty**. Contractor warrants that installation services shall be performed in a professional and workmanlike manner and in accordance with manufacturer's installation instructions and local code requirements. The warranty period shall begin on the date on which the installation was performed and shall be in effect for one (1) year thereafter. Upon receipt of notice from the City that installation services were not performed in accordance with the warranty herein, Contractor shall re-perform the services to the City's satisfaction.
- B. **Product Warranty**. Full manufacturer's warranty and service obligations, if any, shall be for the benefit of the City and/or end user. Contractor shall coordinate manufacturer warranty service at the City's request. With respect to defects within the underlying products, the City's sole and exclusive warranty is that provided by the product's manufacturer.
- C. **Relation of Warranties**. The product warranties provided by the manufacturer(s) shall not reduce or eliminate Contractor's installation warranty responsibilities under the established in section 17.a above.

18. GENERAL PROVISIONS

This Contract, the Contract Documents, and any supporting contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings shall be effective for any purpose. No provision of this Contract may be amended except by written agreement of the Parties. Any provision of this Contract which is declared invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract. Subject to the preceding sentence, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, in the hands of an attorney, or files suit, each Party shall pay all its own attorneys' fees and expenses. The venue for any dispute related to this Contract shall be King County, Washington. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. This Contract shall be governed by and interpreted in accordance with the laws of the State of Washington. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute this Contract. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

19. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

“Contract Documents” as the term is used throughout this Contract shall mean the documents listed below. Any inconsistency within the Contract Documents shall be resolved in the manner prescribed by Paragraph 1.2 of the City General Terms and Conditions (May 2020 edition).

1. This Contract, any addenda, and/or change orders
2. Contract Attachment A: City General Terms and Conditions (May 2020 edition)
3. Contract Attachment B: Retainage Agreement
4. Contract Attachment C: Performance and Payment Bonds
5. Contract Attachment D: Scope of Services
6. Contract Attachment E: Pricing
7. Contract Attachment F: Contract Schedule
8. Contract Attachment G: Product Warranty
9. The Contractor’s proposal (dated August 7, 2019), submitted in response to the City’s Request for Proposal
10. City’s Request for Proposal for Project No. WW120S (dated June 18, 2019)

20. SAFEGUARDING OF PERSONAL INFORMATION

The Contractor shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Contractor shall ensure its directors, officers, employees, subcontractors, or agents use Personal Information solely for the purposes of accomplishing the services set forth in this Contract. The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss.

The Contractor and its sub-contractors agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of the City or as otherwise authorized by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The Contractor shall make the Personal Information available to amend as directed by City and incorporate any amendments into all the copies maintained by the Contractor or its subcontractors. Contractor shall certify its return or destruction upon expiration or termination of the Agreement and the Contractor shall retain no copies. If Contractor and the City mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Contractor shall notify the City in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Contractor shall take necessary steps to mitigate the harmful effects of such use or disclosure. Contractor is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by the City. Any breach of this clause may result in termination of this Contract and the demand for return of all Personal Information.

IN WITNESS WHEREOF, the Parties have executed this Contract the _____ day of _____, 2022.

CONTRACTOR:

FERGUSON ENTERPRISES, LLC

By: _____
[insert full legal name and title of signator]

Address:

Phone:
Email:

CITY:

CITY OF MERCER ISLAND

By: _____
Jessi Bon, City Manager

Attest:

By: _____
Andrea Larson, City Clerk

Approved as to form:

By: _____
Bio Park, City Attorney

ATTACHMENT A
City General Terms and Conditions (May 2020 edition)

CITY OF MERCER ISLAND
GENERAL TERMS AND CONDITIONS
MAY 2020 EDITION
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ARTICLE 1: GENERAL PROVISIONS

1.1 DEFINITIONS

- A. **“Addendum”** or **“Addenda.”** Alteration or clarification of the plans or specifications provided to bidders by City prior to bid time, which becomes part of the Contract Documents when the Contract is executed.
- B. **“Claim.”** A written demand by the Contractor seeking (1) a change to Contract Price; (2) a change of Contract Time; (3) a payment of money or damages; and/or, (4) any other relief arising out of or relating to this Contract.
- C. **“Change Order.”** A written instrument designated to be a Change Order which alters the Contract, and identifies the following: (1) a change in the Work; (2) a change in Contract Price; and/or (3) a change in Contract Time.
- D. **“Change Proposal.”** A document prepared by the Contractor at the request of City, which proposes changes to the Work and/or changes to the Contract Price and/or Contract Time. City initiates all requests for Change Proposals.
- E. The **“Contract”** or **“Contract Documents.”** The entire integrated agreement between City and the Contractor for the performance of the Work in accordance with the Contract Documents. The Contract Documents include the following:
1. The signed Agreement between City and Contractor (the “Public Works Contract”);
 2. The Contractor’s completed Bid Form;
 3. The City’s General Terms and Conditions (May 2020 ed.);
 4. Any Supplemental or Special Conditions.
 5. Technical Specifications;
 6. Drawings;
 7. Addenda; and
 8. Any Change Orders.
- F. **“Contract Execution.”** occurs when City Manager or his/her designee signs the Contract, which shall only occur after the Contractor signs the Contract.
- G. **“Contract Price”** means the total amount payable by City to the Contractor for performance of the Work in accordance with the Contract.
- H. **“Contract Time.”** The number of days or the specific date set forth in the Contract to achieve Substantial Completion of the Work.
- I. **“Contract Work”** or **“Work.”** The labor, supervision, materials, equipment, supplies, services, other items, and requirements of the Contract necessary for the execution, completion and performance of all requirements of the Contract by the Contractor to the satisfaction of City.
- J. **“Contractor.”** The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with City to do the Contract Work.

- K. **“Critical Path.”** The longest, continuous sequence of interrelated activities that begins at the start of the Project (Notice to Proceed) and extends to Substantial Completion of the Project. These activities are critical because delay to an activity on this path will extend Contract Time.
- L. **“Day.”** A calendar day, unless otherwise specified.
- M. **“Differing Site Conditions.”** (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents (Type I), or (2) Unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in the construction activities of the character provided for in the Contract (Type II).
- N. **“Engineer.”** The City representative who administers the Contract for the City.
- O. **“Final Acceptance.”** Written acceptance of the Project by City.
- P. **“Force Majeure.”** An event that is unforeseeable at the time of Contract Execution and that is beyond the reasonable control of the Contractor and City and includes:
1. Natural Disaster declared by Governor of Washington or President of the United States, including but not limited to earthquakes;
 2. Acts or omissions of any government entity acting within its governmental capacity;
 3. Fire and/or flood for which the Contractor or its Subcontractors is not responsible;
 4. Quarantine or epidemic;
 5. Strike or defensive lockout;
 6. Unusually Severe Weather Conditions; and
 7. Acts of terrorism.
- Q. **“Hazardous Material.”** Any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable material, explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated, or penalized by any and all federal, state, City, or municipal statutes or laws and regulations promulgated thereunder, now or at any time hereafter in effect, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U. S. C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U. S. C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U. S. C. §§ 6901, *et seq.*), the Federal Water Pollution Control Act (33 U. S. C. §§ 1251, *et seq.*), the Clean Air Act (42 U. S. C. §§ 7401, *et seq.*), the Toxic Substances Control Act, as amended (15 U. S. C. §§ 2601, *et seq.*), the Occupational Safety and Health Act (29 U. S. C. §§ 651, *et seq.*, and the Model Toxics Control Act (RCW 70.105), or similar state or local statute or code), as the laws have been amended and supplemented.
- R. **“City”** or **“Owner”** may be used interchangeably and refer to the City of Mercer Island.

- S. **“Notice.”** A written document issued by the Engineer or Contractor’s Representative which is submitted to the other party and delivered by:
1. Depositing in the U. S. Mail (or other method of commercial express mail), which notice shall be effective on the date of receipt;
 2. Service on the Parties’ representative or at the Contractor’s home office or field office, which notice shall be effective on the date of service; or,
 3. Facsimile to the Parties’ representative or Contractor’s home office or field office, which notice shall be effective upon receipt.
- T. **“Notice To Proceed.”** A written directive issued by City authorizing the Contractor to perform some or all of the Work.
- U. **“Overhead.”** Charges that may be incurred or allocated in support of the Contract but are not part of the cost of directly performing the physical Contract construction activity. Overhead includes Site or Field Overhead and Home Office Overhead.
1. **Site or Field Office Overhead**
 Site or Field Overhead costs are typically those costs that are related to, but are not limited to supervision, including general foremen and their supervisors, planners, schedulers, engineers, managers, etc. and the direct payroll costs of their project-related service, clerical salaries and their direct payroll costs, the costs of all vehicles, travel, meal and lodging costs associated with those personnel, Site or Field office and utility expense, expenses associated with all regulatory compliance, Hand and Other Small Tools provided by the Contractor for the use of its forces, all expendable supplies, and all other items incidental to or integral in supporting the physical completion of the Work.
 2. **Home Office Overhead**
 Home office Overhead costs are typically those that include all general office expenses. Such costs include, but are not limited to those associated with officer and office salaries and related payroll taxes and benefits, costs of office occupancy and maintenance, all supporting services (such as utilities, office machines computers, and related items and support) related to the home office function, business taxes and licenses, and all such other costs necessary to operate the business entity. Home office overhead includes unabsorbed home office overhead.
 3. In addition to the above, whether treated as Site or Field Overhead or as Home Office Overhead, costs of any and all bonds, insurance(s), and taxes associated with this Contract are to be considered as Overhead. All items as those identified above are to be treated as Overhead for this purpose regardless of how the Contractor chooses to account for them in its books of account.
 4. Under no circumstances shall City pay the Contractor for direct or allocated costs or charges for officer bonus and profit sharing, project personnel bonuses, charitable contributions, income taxes, or any costs relating to illegal activity.
- V. **“Parties.”** The Contractor and City.
- W. **“Project.”** All activity relative to this Contract including activity of the Contractor, its Subcontractors, and City.

- X. **“Request for Change Order.”** A document, designated as a Request for a Change Order, prepared by the Contractor requesting either (1) a change in Contract Price; (2) a change in Contract Time; (3) a change in t Work; (4) a payment of money or damages; and/or, (5) any other relief arising out of or relating to this Contract.
- Y. **“Request for Information.”** A request from the Contractor to City seeking an interpretation or a clarification of some requirement of the Contract Documents.
- Z. **“Site” or “Project Site.”** The location, at which construction, equipment or services furnished by the Contractor under the Contract will be performed, completed and/or delivered.
- AA. **“Subcontractor.”** An individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Contract. When City refers to Subcontractor(s) in this document, for purposes of this document and unless otherwise stated herein, the term Subcontractor(s) includes, at every level and/or tier, all subcontractors and subconsultants.
- BB. **“Supplier(s).”** Any person or firm who is not performing work or supplying labor on Site and is engaged in the business of supplying a manufactured product or resource to City, Contractor, or Subcontractors. The term Suppliers includes materialmen, manufacturers, and fabricators.
- CC. **“Substantial Completion.”** That stage in the progress of the Work where:
1. City has full and unrestricted use and benefit of the Project for the purpose intended;
 2. All the systems and parts of the Contract Work are functional;
 3. Utilities are connected and operate normally;
 4. Only minor incidental work or correction or repair remains to complete all Contract requirements; and
 5. The City has received all certificates of occupancy and any other permits, approvals, licenses and other documents from any governmental authority with jurisdiction necessary for beneficial occupancy of the project.

1.2 INTENT AND INTERPRETATION OF THE DOCUMENTS

- A. The Contract Documents constitute the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.
- B. The Contract Documents shall not be construed to create a contractual relationship between any parties other than City and the Contractor. No contract between City and a third party shall be construed to create any duty on the part of City or such third party to the Contractor. The Contractor is not an intended or incidental beneficiary of any promises made in City’s contract with a third party, if any.
- C. The Contract Documents are intended to be complementary. What is required by one part of the Contract shall be as binding as if required by all. Should any conflict or inconsistency be found in the Contract Documents, the provision imposing the more expensive duty or obligation on the Contractor shall take precedence.

- D. The words “similar,” “typical” (or other equivalents) shall mean nearly corresponding or having a likeness. Such words shall not be construed to mean that all parts of the Work referred to are identical or substantially identical, or that such elements of the Work are connected identically or substantially identically to the rest of the Work. The Contractor has the responsibility to determine all details of the Work in relation to their location and connection to other parts of the Work. The singular includes the plural and vice versa. Male includes female and vice versa.
- E. The organization of the specifications into divisions, provisions and articles and the organization of the drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 CLARIFICATION OF DRAWINGS AND DETAIL DRAWINGS

- A. Where on any drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply also to other similar portions of the Work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall apply to all other similar parts of the Work, unless otherwise indicated.
- B. With regard to drawings the following shall apply:
 1. Written dimensions shall be followed; drawings may not be to scale.
 2. Figure dimensions on drawings shall govern over scale dimensions; and detail drawings shall govern over general drawings.

ARTICLE 2: CITY

2.1 AUTHORITY

- A. Unless City, in writing, indicates otherwise, the authority to (1) commit to or bind City to any Change Orders or change in the Work, Contract Price and/or Contract Time; or (2) sign the Contract or Change Orders rests solely in the City Manager or his or her designee.
- B. The Engineer shall have the authority to administer the Contract. Administration of the Contract by the Engineer includes but is not limited to:
 1. Receiving all correspondence and information from the Contractor;
 2. Issuing request for Change Proposals;
 3. Responding to Requests For Information;
 4. Reviewing the schedule of values, project schedules, submittals, testing and inspection reports, substitution requests, and other documentation submitted by the Contractor;
 5. Negotiating Change Proposals and Change Orders;
 6. Recommending Change Orders for approval by the City Manager or its designee;
 7. Issuing decisions with respect to Requests for Change Orders and Claims;
 8. Processing payment requests submitted by the Contractor, and recommending payment;

9. Monitoring the quality of the Work, rejecting noncompliant Work, and recommending acceptance of the Work;
 10. Transmitting executed Change Orders, amendments, and other Contract correspondence to the Contractor; and
 11. Performing all other contract administrative functions.
- C. All correspondence, questions, and/or documentation shall be submitted to the Engineer.
- D. The Engineer may designate representatives to perform functions under the Contract, such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical or administrative nature.

2.2 INFORMATION SUPPLIED BY CITY

- A. Unless otherwise specifically provided in the Contract, surveys and site information provided by City are intended to describe the general physical characteristics of the Site. City does not represent that this information is complete or sufficient for the Contractor's performance of the Work.
- B. City shall furnish to the Contractor a copy of the Contract Documents. The Contractor shall pay City for any additional copies of Contract Documents.

2.3 WORK BY CITY OR SEPARATE CONTRACTORS

City reserves the right to perform work not included in the Contract or to let other contracts in connection with this Project. The Contractor shall coordinate its Work with City and other City contractors and, at City's request, participate in meetings for the purpose of coordinating the Contractor's construction schedule with those of other contractors at no additional cost to City.

ARTICLE 3: CONTRACTOR

3.1 CONTRACTOR REPRESENTATIONS

The Contractor makes the following representations to City:

- A. Before submission of its bid, the Contractor has:
1. Carefully reviewed the Contract Documents, and visited and examined the Site;
 2. Become familiar with the general and local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of Contract Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and reasonably ascertainable subsurface conditions and other matters that may be encountered at the Site or affect performance of the Work or the cost or difficulty thereof;
 3. Become familiar with and satisfied itself as to the conditions bearing upon transportation, disposal, handling, and storage of materials; and
 4. Become familiar with and satisfied itself as to the availability of labor, water, electric power, and roads; and the uncertainties of access, traffic, parking and weather. Any failure of the Contractor to take the action described in this provision (3.0) or elsewhere in the Contract Documents will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of

successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to City.

- B. The Contract Price is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work as represented by the Contract, site visit, and the general conditions (including but not limited to weather, site, soil) known or reasonably anticipated for the Site.

3.2 GENERAL DUTIES

- A. The Contractor shall give sufficient supervision to the Work, using its best skill and attention. The Contractor is on notice that City will be relying on the accuracy, competence and completeness of the Work. The Contractor shall supervise and be solely responsible for the proper performance of the Work in accordance with the Contract, including the construction means, methods, techniques, sequences, procedures, and for coordination of all portions of the Work.
- B. Unless specified elsewhere in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, utilities, transportation, and other facilities and services (including federal and state tax, industrial insurance, social security liability and all other applicable taxes) necessary for the proper execution and completion of the Work.
- C. The Contractor shall also provide sufficient staffing and supervision to process Requests for Information, Change Proposals, Submittals, Change Orders, close out documentation, and to perform all other requirements of the Contract and all Work.
- D. The Contractor shall lay out its Work from baselines and benchmarks indicated in the Contract, if any, and shall be responsible for the accuracy of all field measurements and surveys used in the lay out.

3.3 DUTY TO INSPECT CONTRACT DOCUMENTS

- A. The Contractor shall carefully study and compare all Contract Documents and check the conditions, dimensions, and instructions as stated therein. Contractor will not be required to provide professional services which constitute the practice of architecture and engineering except to the extent provided for in the technical specifications and drawings.
- B. The Contractor shall immediately notify City in writing of any:
 1. Error, inconsistency, or omission in the Contract Documents that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances;
 2. Requirement in the Contract Documents that conflict with any local, state, and federal laws, regulations and/or permits, licenses, and easement conditions that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances.
- C. The Contractor should not proceed with the work in question until the Contractor receives written direction from the Engineer.
- D. If the Contractor proceeds with the work in question without written direction from the Engineer, the Contractor shall be responsible for any costs or damages associated with:

1. Fines or penalties;
2. Demolition, tear out, removal, cleanup, remediation, or fixing the work in question; and
3. Delay, disruption, and loss of productivity.

3.4 CONTRACTOR'S SUPERVISION AND EMPLOYEES

- A. Contractor shall provide qualified and competent people to administer the contract and perform all the Work.
- B. During performance of the Work the Contractor shall have supervisory personnel on-site and available to administer, manage and coordinate the Work. City shall not be responsible for the acts or omissions of the supervisory personnel or their assistants.
- C. The Contractor shall at all times enforce good order among all persons furnishing labor or materials on-site and shall only employ workers skilled in the work assigned. If requested by the Project Representative, Contractor shall provide the Project Representative with copies of licenses, registrations, and certifications.
 1. City shall have the right to require the Contractor to remove personnel from the Site that do not have the appropriate qualifications and experience to meet or uphold the requirements of the Contract. City shall also have the right to order the Contractor to replace personnel who demonstrate unprofessional behavior.
 2. Failure by City to require removal of any Contractor personnel shall not be deemed an admission that any such personnel are satisfactory, nor shall such failure relieve the Contractor from any contractual responsibility.

3.5 SUBCONTRACTORS AND SUPPLIERS

- A. This Contract is between City and the Contractor.
 1. The Contractor's subcontracting shall not create a contract between City and the Subcontractor and Suppliers. Subcontractors and Suppliers are not intended as incidental third party beneficiaries to the Contract. The Subcontractor and Suppliers shall have no rights against City by reason of their agreements with the Contractor.
 2. The Contractor is responsible for performing all work required by the Contract. The Contract has not been written with the intent of, and City shall not be a party to, defining the division of work between the Contractor and its Subcontractors and Suppliers.
- B. **Selection of Subcontractors and Suppliers**
 1. Subcontractors and Suppliers shall be properly licensed, registered or certified, as applicable, and capable to perform the assigned work.
 2. If requested by City, the Contractor shall provide documentation that the proposed Subcontractors and Suppliers have adequate experience and skill.
 3. The Contractor shall require each Subcontractor and Supplier to comply with all provisions of this Contract. At the request of Subcontractors or Suppliers, Contractor shall make available for copying all Contract Documents.

C. Responsibility for Work of Subcontractors and Suppliers

The Contractor shall be responsible for the acts and omissions of Subcontractors and Suppliers. The Contractor shall also be responsible for the suitability of any materials, components, equipment or supplies furnished by a Subcontractor and/or Supplier irrespective of whether such were designated or approved by City.

3.6 SCHEDULE OF WORKING HOURS

- A. As specified in the Contract, the Contractor shall submit a schedule of working hours, including overtime to City for acceptance. This schedule shall comply with all Contract requirements. Except as permitted elsewhere in the Contract Documents or in the case of an emergency, all Work at the Site shall be performed between the hours of 7am and 6 pm Monday through Friday.
- B. The schedule of working hours accepted by City shall be the only schedule used by the Contractor during performance of the Contract, unless amended to maintain Work progress.
- C. The Contractor shall provide 48 hours advance written Notice of any intent to work outside of approved working hours. Any work at the Site performed outside approved working hours shall be performed without additional expense to City, except as otherwise provided in the Contract Documents. Contractor shall comply with Mercer Island Code Section 8.24.020 (Q) which prohibits construction related noise outside designated hours except in cases of emergency or demonstrated necessity.

3.7 RECORD DOCUMENTS

- A. The Contractor shall maintain an accurate, readable, and orderly set of drawings and specifications, updated as the job progresses to show all approved changes, options, alternates, and all actual deviations from the original Contract Documents. This set of drawings and specifications shall be the Record Documents.
 1. The Record Documents shall be maintained in hard copy.
 2. In addition to all approved changes, options, alternates, and all actual deviations from the original Contract Documents, the Record Documents shall be marked as follows:
 - a. Record all materials used where options, alternates and/or change orders were indicated, specified and/or authorized;
 - b. Accurate measurements referenced as required by the technical specifications shall be recorded to show the exact location and changes in direction of all underground services and utilities, as well as their depth below finished grade; and
 - c. Record all other requirements as specified in the Technical Specifications.
- B. The Record Documents shall be kept up-to-date and be available for review by City at all times, including but not limited to at each job progress meeting. Failure to have the record set up-to-date shall be sufficient reason for City to withhold payment in accordance with paragraph 7.2, *Payments Withheld*, until all such information is recorded.

- C. Record Documents may be used to assist City to verify the appropriate progress payment.
- D. Neither Final Acceptance nor Final Payment will be issued until a complete set of Record Documents is submitted and the Engineer is satisfied as to its quality and accuracy.

3.8 COST RECORDS

- A. The Contractor, Subcontractors, and Suppliers shall maintain Project cost records by cost codes and shall segregate and separately record at the time incurred all costs (1) directly associated with each work activity and (2) directly or indirectly resulting from any event or condition for which the Contractor seeks an adjustment in the Contract Price, Contract Time, and/or damages.
 - 1. Any costs claimed to result from any such event or condition, including, but not limited to, delay and impact costs, acceleration costs, loss of productivity or efficiency, and increased or extended overhead shall be recorded at the time incurred and be fairly and reasonably allocated to each such event or condition and to other causes of such costs.
 - 2. City shall be provided with a detailed description of all such costs and the basis of allocation. The Contractor, Subcontractors, and Suppliers shall maintain a monthly summary of all costs and shall make all underlying cost records and monthly summary of costs available for review, inspection, and copying by City upon request.
 - 3. Any work performed for which the Contractor intends to seek an adjustment in Contract Price and/or Contract Time shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.
- B. In addition to the requirements set forth in Article 5, *Changes to the Contract*, and Article 6, *Time and Price Adjustments*, the Contractor shall be entitled to extra compensation for an event or condition and/or the recovery of damages only to the extent that the Project cost records are kept in full compliance with all Contract requirements and the cost allocations support entitlement to such compensation.

3.9 MAINTENANCE AND INSPECTION OF DOCUMENTS

- A. All Contractor's, Subcontractors', and Suppliers' documents and records relating to the Contract shall be open to inspection, audit, and/or copying by City or its designee:
 - 1. During the Contract Time; and
 - 2. For a period of not less than six years after the date of Final Acceptance of the Contract ("Preservation Period"); or if any Claim, audit or litigation arising out of, in connection with, or related to this Contract is initiated, all documents shall be retained until such Claim, audit or litigation involving the records is resolved or completed, whichever occurs later.
- B. The Contractor shall also guarantee that all Subcontractor and Supplier documents shall be retained and open to similar inspection, audit and/or copying during the Contract Time and also the Preservation Period. The Contractor, Subcontractor, and Supplier shall use its best efforts to cooperate with the inspection, auditing, and/or copying.

- C. Inspection, audit, and/or copying of all documents described herein, may be performed by City or its designee at any time with not less than seven (7) days' Notice. Provided however, if an audit or inspection is to be commenced more than sixty (60) days after the Final Acceptance date of the Contract, the Contractor will be given twenty (20) days' Notice of the date of the audit.
- D. The Contractor, Subcontractors, and Suppliers shall provide adequate facilities, acceptable to City, for inspection, auditing, and/or copying during normal business hours.
- E. If the Contractor is formally dissolved, assigns or otherwise divests itself of its legal capacity under this Contract, then it shall immediately notify City and preserve such records, at its expense, as directed by City.
- F. The Contractor, Subcontractor, and Supplier, shall be subject to audit at any time with respect to this Contract. Failure to maintain and retain sufficient records to allow City to verify all costs or damages or failure to permit City access to the books and records shall constitute a waiver of the rights of the Contractor Subcontractor and Supplier to Claim or be compensated for any damages, additional time or money under this Contract.
- G. At a minimum, the following documents, including the machine readable electronic versions, shall be available for inspection, audits, and/or copying:
1. Daily time sheets and all daily reports, Supervisor's reports, and inspection reports;
 2. Collective bargaining agreements;
 3. Insurance, welfare, and benefits records;
 4. Payroll registers;
 5. Earnings records;
 6. All tax forms, including payroll taxes;
 7. Material invoices and requisitions;
 8. Material cost distribution worksheet;
 9. Equipment records (list of Contractor's, Subcontractors', and Suppliers' equipment, rates, etc.);
 10. Contracts, purchase orders and agreements between the Contractor and each Subcontractor and Supplier;
 11. Subcontractors' and Suppliers' payment certificates;
 12. Correspondence, including email, with Subcontractors and/or Suppliers;
 13. All meeting notes by and between Contractor, Subcontractors, Suppliers and/or any third parties related to the Project;
 14. Canceled checks (payroll and vendors);
 15. Job cost reports, including monthly totals;
 16. Job payroll ledger;
 17. Certified payrolls;

18. General ledger;
 19. Cash disbursements journal;
 20. Take off sheets, and calculations used to prepare the bid and/or quotes;
 21. Take off sheets, calculations, quotes, other financial data to support change proposals, request for change order and/or claims;
 22. Financial statements for all years during the Contract Time. In addition, City may require, if it deems appropriate, additional financial statements for 3 years preceding execution of the Contract and 6 years following Final Acceptance of the Contract;
 23. Depreciation records on all Contractor's, Subcontractor's, and Supplier's equipment, whether these records are maintained by the Contractor, Subcontractors, and Suppliers involved, its accountant, or others;
 24. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 25. All documents which relate to each and every Claim together with all documents which support the amount of damages as to each Claim;
 26. Worksheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, Suppliers, all documents which establish time periods, individuals involved, the hours for the individuals, and the rates for the individuals;
 27. Worksheets, software, and all other documents used (a) by the Contractor to prepare its bid and schedule(s) and/or (b) to prepare quotes and bids to the Contractor;
 28. All schedule documents, including electronic versions, planned resource codes, or schedules and summaries;
 29. All submittals; and
 30. All other documents, including email, related to the Project, Claims, or Change Orders.
- H. The Contractor shall mark any documentation it considers proprietary or confidential accordingly. Such information will be treated as such by City; however, City cannot ensure that this information will not be subject to release pursuant to a public records request. In the event City receives a request for such information, City will advise the Contractor and will not release the requested information for a period of not less than ten (10) days in order to give the Contractor an opportunity to obtain a court order prohibiting the release of the information in response to the public records request.

3.10 MAINTENANCE AND SITE CLEANUP

- A. The Contractor shall at all times keep the Site, access points, and public rights-of-way free from accumulation of dirt, mud, waste materials or rubbish caused by the Contractor or Subcontractors. At the completion of the Contract Work, the Contractor shall remove and lawfully dispose of all its dirt, mud, waste materials,

rubbish, tools, scaffolding and surplus or partly used materials from the Site and shall leave the Site broom clean unless some stricter standard is specified in the Contract.

- B. The Contractor shall obey all applicable laws and regulations relating to the storage, use, and disposal of Hazardous Materials. The Contractor shall promptly notify City of all Contractor or Subcontractor caused spills or releases of Hazardous Materials, and pay the cost to promptly clean up all such spills or releases and any associated fines or penalties. The Contractor shall maintain documentation of the clean up and disposal all Contractor or Subcontractor caused spills or releases of Hazardous Materials.
- C. If the Contractor fails to adequately maintain or cleanup the Site, City may, after written Notice to the Contractor, sweep surfaces or remove the dirt, mud, waste materials, rubbish, or hazardous materials and charge all reasonable costs of such work to the Contractor.

3.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS

- A. Contractor shall protect from damage all existing structures, curbs, gutters, sidewalks, equipment, improvements, utilities, trees, and vegetation not shown in the Contract Documents to be removed or modified at or near the Site. Contractor shall repair, at no cost to City, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, City may have the necessary work performed and deduct or charge the cost to Contractor or exercise its rights under the Performance and Payment Bond. If there are insufficient funds remaining, excluding retention, the Contractor shall pay City for the costs associated with protection and repairing the damages.

3.12 PERMITS, LAWS, REGULATIONS AND TAXES

- A. Except those permits, easements, and variances specified in the Contract as having been previously obtained by City, all permits, licenses, easements and variances necessary for the execution of the Work shall be secured and paid for by the Contractor. The Contractor shall identify, apply for, and pay for such permits and licenses at the earliest possible time so as to avoid any delay to the Work arising from the permitting and/or licensing process. No actions taken by City to aid the Contractor in securing any permit or license shall relieve the Contractor of any obligations to secure any such permit or license.
- B. The Contractor shall maintain all stamped permit sets of documents at the Site during construction, in good condition and as required by local ordinances.
- C. The Contractor shall perform the Work in full compliance with local, state and federal laws, ordinances, resolutions and regulations, and with permit, license, easement, and variance conditions pertaining to the conduct of the Work. The Contractor shall defend, indemnify, and hold City, its elected officials, officers, agents and employees harmless from any assessment of fines, penalties, or damages arising from violations of the same by the Contractor or Subcontractors. The Contractor shall pay and provide proof of payment for any assessments of fines, penalties or damages. The Contractor shall cooperate with all governmental entities regarding inspection of the Work and compliance with such requirements.

- D. The bid form may include a line item for sales tax on the whole amount, or on items which are not exempt from tax under Washington State Department of Revenue rules, including WAC 458-20-170 and WAC 458-20-171. Unless there are separate line items in the bid form for Washington State sales tax, Contractor shall include all sales tax in its lump sum bid or unit prices. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The City will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability. Except as provided above, the Contractor is required to pay all applicable taxes. No adjustment will be made in the amount to be paid by City under the Contract because of any change in law or regulations covering any applicable taxes, or because of any misunderstanding by the Contractor as to its liability for or the amount of any taxes.

3.13 PATENTS AND ROYALTIES

- A. The Contractor shall assume all costs or fees relating to royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Work under this Contract or with the use of completed Work by City.

3.14 CONTRACTOR'S CERTIFICATION

A. Conflict of Interest

The Contractor certifies (and shall require each Subcontractor to certify) that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the work, services or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives acquires such a conflict of interest, the Contractor shall immediately disclose such interest to City and take action immediately to eliminate the conflict or to withdraw from this Contract, as City may require.

B. Contingent Fees and Gratuities

The Contractor, by entering into this Contract with City to perform or provide work, services or materials, has thereby covenanted:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee may be paid; and
2. That no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by the Contractor or any of its agents, employees or representatives, to any official member or employee of City or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending thereof, or the making of any determination with respect to the performance of this Contract. The Contractor certifies that it has not made any contributions to any person or entity as a condition of doing business with City and it has disclosed to City all attempts by any person to solicit such payments.

3.15 DEVIATION FROM CONTRACT

- A. The Contractor shall not make an alteration, variation, addition, deviation, or omission from the requirements of the Contract Documents without the prior written consent of the Engineer.
- B. Any alteration, variation, addition, deviation, or omission by the Contractor shall not result in any extra compensation or extension of time.

3.16 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

A. Temporary Buildings and Utilities

Temporary buildings (including storage sheds, shops, and offices) and utilities may be erected by Contractor on the Site only with the consent of City and without expense to City. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by the Contractor at its expense upon completion of the Work.

B. Disposal/Removal of Materials

The Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal of all materials and components. The Contractor shall provide City with a copy of all manifests and receipts evidencing proper disposal when required by City or applicable law.

C. Protection and Care of Contractor's Materials and Equipment

The Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Site. Materials and equipment may be stored on the Site at the Contractor's own risk and with prior written approval from City. When the Contractor uses any portion of the Site as a shop, the Contractor shall be responsible for any repairs, patching, or cleaning arising from such use and for obtaining any necessary permits to establish such shop or temporary storage facilities.

3.17 CONTRACTOR'S OVERALL RESPONSIBILITY FOR PROTECTION OF WORK, PROPERTY, AND PERSONS

- A. The Contractor shall be responsible for conditions of the Site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Site and perform the Work in a manner which meets all statutory and common law requirements or other specific contractual requirements for the provision of a safe place to work and which adequately protects the safety of all persons and property on or near the Site. This obligation shall apply continuously and shall not be limited to normal working hours. City's inspection of the Work or presence at the Site does not and shall not be construed to include review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including adequate safety training, in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall protect and be responsible for any damage or loss to the Work or to the materials and equipment associated with the Work until the date of

Substantial Completion. The Contractor remains responsible for any damage or loss caused directly or indirectly by the acts or omissions of the Contractor, Subcontractors, Suppliers, or third parties authorized or allowed on the Site by the Contractor until Final Acceptance.

- D. The Contractor shall also be solely and completely responsible for damages arising from the Work that affect property adjacent to the Site.
- E. The Contractor shall repair or replace without cost to City any damage or loss that may occur, except damages or loss caused by the acts or omissions of City.
- F. The Contractor shall erect and maintain adequate steel plates, signs, fencing, barricades, lights or security measures and persons to protect the Work until the Engineer authorizes in writing the removal of signs, fencing, barricades, lights or security measures.
- G. The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. To disrupt public traffic as little as possible, the Contractor shall permit traffic to pass through the Project Site with the least possible inconvenience or delay. The Contractor shall maintain existing roads, streets, sidewalks and paths within the Project Site, keeping them open and in good, clean, safe condition at all times.

3.18 PROTECTION OF PERSONS

- A. The Contractor shall take all reasonable precautions for the safety of all employees working on this Contract and all other persons who may be affected by such Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be to manage and coordinate the safety programs and to prevent accidents of the Contractor and Subcontractors.
- B. Except as otherwise stated in the Contract, if the Contractor encounters, on the Site, material reasonably believed to be Hazardous Material that Contractor shall immediately stop work in the area affected and give Notice of the condition to City. Work in the affected area shall not be resumed without written direction by City.
- C. To protect the lives and health of persons performing work under this Contract, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries including, without limitation, all excavation, tunneling, trenching and ditching operations. In case of conflict between any such requirements, the more stringent regulation or requirement shall apply. There is no acceptable deviation from these safety requirements, regardless of practice in the construction industry. Any violation of OSHA, WISHA or other safety requirements applicable to the Work may be considered a breach of this Contract.

3.19 SAFETY PROGRAM

The Contractor shall prepare and maintain a written site specific "Safety Program" demonstrating the methods by which all applicable safety requirements of this Contract will be met. The Contractor shall ensure its Subcontractors and Suppliers have a written "Safety Program" or formally adopt the Contractor's site specific "Safety Program." The

Contractor shall conduct a weekly safety meeting with all Subcontractors and others on the Site to discuss general and specific safety matters.

3.20 ARCHAEOLOGICAL AND HISTORICAL PRESERVATION

The Contractor shall comply fully with the requirements set forth in Chapter 27.53 RCW entitled Archaeological Sites and Resources. The Contractor shall immediately notify the City if any artifacts, skeletal remains or other archaeological resources (as defined under RCW 27.53.040 now and as hereinafter amended) are unearthed during excavation or otherwise discovered on the Site.

3.21 WATER POLLUTION CONTROL REQUIREMENTS

The Contractor shall comply with and be liable for all penalties, damages and violations under Chapter 90.48 RCW including any regulations issued pursuant thereto in the performance of the Work.

3.22 EASEMENTS

If the Contractor makes arrangements for use of additional public and/or private property, the Contractor, prior to using such property, shall provide the Engineer with written permission of the landowner, or duly authorized agent of such landowner, for such use.

3.23 TITLE VI / NONDISCRIMINATION ASSURANCES

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or,
- Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 TIME OF ESSENCE

All time requirements set forth in the Contract Documents are of the essence.

4.2 WORK PROGRESS

A. The Contractor shall be required to:

1. Prosecute the Work diligently with adequate forces;
2. Plan, coordinate, and layout the Work in advance so as to avoid delay; and
3. Achieve Substantial Completion of the Work and Final Acceptance in accordance with the requirements of Contract Documents.

4.3 SCHEDULE OF VALUES

A. Unless otherwise specified, within fourteen (14) days after the date of Contract Execution, the Contractor shall submit to City a detailed Schedule of Values that identifies the various activities of the Work and their values and quantities, including the overhead and profit for each activity. The Contractor warrants that the values identified in its Schedule of Values accurately reflect the value of each work activity. The Schedule of Values shall be used as a basis for calculating all Progress Payments. Payment for Contract Work shall be made only for and in accordance with those activities identified in the Schedule of Values.

- B. The Contractor shall not be entitled to, nor shall City be required to make, payment for any Contract Work until the Schedule of Values has been accepted by City. Such acceptance shall not be unreasonably withheld.
- C. City shall review and accept the Schedule of Values or provide the Contractor with a written explanation of why the Schedule of Values was not acceptable. City shall use reasonable efforts to review the Schedule of Values within thirty (30) days of City's receipt of the Contractor's submittal of its Schedule of Values. City's acceptance of the Schedule of Values shall not relieve the Contractor from its sole responsibility for the accuracy of the Schedule of Values and its compliance with all Contract requirements. The Contractor shall revise the Schedule of Values as necessary to accurately reflect Change Orders.
- D. Each Application for Payment shall include a current status of the Schedule of Values. No Application for Payment will be considered until the current status of the Schedule of Values has been submitted and accepted.
- E. The activities, which the Contractor identifies within its Schedule of Values, shall be specifically referenced within, and conform and be consistent with the activities set forth within the Project Schedule.

4.4 PROJECT SCHEDULE

- A. Unless otherwise specified, within fourteen (14) days after the date of Contract Execution, the Contractor shall submit to City a Project Schedule. The Project Schedule shall show the sequence in which the Contractor proposes to perform the Work, indicate the Critical Path, identify the dates on which the Contractor proposes to start and finish the scheduled activities of the Contract Work, indicate Substantial Completion within the Contract Time, indicate a date for Final Acceptance, and meet all the requirements as may be set forth in the Contract Documents.
- B. Within thirty (30) days of City's receipt of the Contractor's submittal of its Project Schedule or unless stated elsewhere in the Contract, City shall review the Project Schedule and provide the Contractor with written comments. City will review the Project Schedule only to determine whether the Project Schedule meets the requirements in the Technical Specifications on Project Schedule. To the extent the Project Schedule does not meet such Technical Specifications, the Contractor shall revise the Project Schedule to make it compliant.
- C. By reviewing the Project Schedule and providing written comments, City is not approving or adopting the Contractor's plan, schedule, means, methods, techniques, sequences, or procedures required to perform the Work. Review and comment by City of the Project Schedule shall not relieve the Contractor from the sole responsibility for the accuracy of a Project Schedule, and its compliance with all Contract requirements, and its responsibility to meet all required Contract completion dates. Failure by City to indicate items on the Project Schedule that do not conform with the Contract requirements shall not alter or waive the Contract requirements or relieve the Contractor from complying with all Contract requirements.
- D. The Contractor shall not be entitled to, nor shall City be required to make payment for any Contract Work until the Project Schedule complies with all Contract requirements.
- E. The Contractor shall schedule the Contract Work so that the Contract Work is completed within the Contract Time. Float in the project Schedule shall be defined as the period of time measured by the number of days each non-critical path

activity may be delayed before it and its succeeding activities become part of the Critical Path. Contractor and Owner may both utilize float to offset delays to the Work.

- F. The Contractor shall regularly enter the actual progress of the Work and Contract Time extensions, if any, approved by City on the Project Schedule. Updated Project Schedules shall reflect actual progress and completion within the Contract Time and shall be provided to City with each Application for Payment in format(s) as required by the Contract. Applications for Progress Payments will not be considered by City and the Contractor will not be paid until the Contractor complies with these requirements. The updated Project Schedule shall be used to assist City in verifying the appropriate payment.
- G. If, in the opinion of City, the Contractor falls behind in its progress of the Work due to acts or omissions of the Contractor, Subcontractors, and Suppliers, the Contractor shall take all necessary steps to improve its progress and bring its progress back in-line with the accepted Project Schedule, without additional cost to City. In this circumstance the Contractor shall, as necessary, increase the number of shifts, overtime operations, and/or days of work, both on and off the Site, and submit for acceptance any supplementary schedule or schedules as City deems necessary to demonstrate how the accepted rate of progress will be regained. Failure of the Contractor to comply with the requirements under these provisions shall be grounds for a determination by City that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, City may pursue any right it has under the law or the Contract, including but not limited to default termination.

4.5 SUBMITTALS

- A. Submittals include shop drawings, setting and erection drawings, schedules of materials, product data, samples, certificates and other information prepared for the Work by the Contractor or a Subcontractor as set forth in the Technical Specifications ("Submittals"). The Contractor shall perform no portion of the Work requiring Submittals until the Submittals have been reviewed and returned by City with one of the following annotations: (1) no exceptions taken, or (2) note markings.
- B. When submitting information, the Contractor shall identify and state reasons for any alteration, variation, addition, deviation, or omission from the Contract. The Contractor shall not perform work that alters, varies, adds to, deviates from, or omits any requirement of the Contract Documents without prior specific written acceptance by City.
- C. The Contractor shall provide Submittals with reasonable promptness and in such sequence as to facilitate the timely completion of the Contract.
- D. City shall review the Contractor's Submittals and respond in writing with reasonable promptness so as not to unreasonably delay the progress of the Work. Unless otherwise agreed, no delay to the Work shall be attributable to the failure by City to respond to a Submittal until thirty (30) days after the Submittal is received by City, and then only if failure by City to respond is unreasonable and affects the Contract completion date.
- E. If the Contractor is required to resubmit a Submittal, any revisions on resubmittals shall be specifically identified in writing and the resubmitted Submittal shall be sequentially alpha denoted (for example: 22A followed by 22B, etc.) and note revisions in numerical order. The cost of the review of the initial Submittal and the first revised submittal shall be borne by City. The costs of all

additional revised Submittals shall be charged to the Contractor. The cost of review shall include, without limitation, administrative, design, and engineering activities directly related to review of Submittals. City may deduct these costs from any amounts due the Contractor.

- F. City shall review the Contractor's Submittals only for conformance with the design of the Work and compliance with the Contract. Review of the Submittals are not conducted to verify the accuracy of dimensions, quantities, or calculations, the performance of materials, systems, or equipment, or construction means, methods, techniques, sequences, or procedures, all of which remain the Contractor's responsibility. Failure by City to take exception to a Submittal shall not relieve the Contractor from any duty, including its responsibility for errors or omissions in Submittals, its duty to make Submittals and duty to perform the Work according to the requirements of the Contract. City's review of a Submittal shall not alter or waive the requirements of the Contract unless City has issued prior written approval of such change or alteration of the Contract requirements.
- G. The Contractor's failure to identify any error, deviation, or omission and subsequent acceptance of the Submittal by City shall not relieve the Contractor from complying with the Contract requirements.

4.6 REQUESTS FOR INFORMATION

- A. If the Contractor determines that some portion of the drawings, specifications or other Contract Documents require clarification or interpretation by City because of an apparent error, inconsistency, omission, or lack of clarity in the Contract, the Contractor shall promptly submit a Request For Information ("RFI") and, unless otherwise directed, shall not proceed with the affected work until City has responded to the RFI. The Contractor shall plan its work in an efficient manner so as to allow for timely responses to RFIs.
- B. City shall respond in writing with reasonable promptness to Contractor's RFI.
 - 1. At the request of the Engineer, the Contractor shall prioritize its RFIs, identify a date by which the Contractor prefers the RFI be answered, and reasons for such priority.
 - 2. If the Contractor submits a RFI on an activity less than thirty (30) days prior to the commencement of that activity, the Contractor shall not be entitled to any time extension or adjustment in Contract Price due to the time it takes City to respond to the RFI provided that City responds within fifteen (15) days. No delay to the Work or damages to the Contractor shall be attributable to the failure by City to respond to the RFI until fifteen (15) days after City's receipt of the RFI, and then only if the failure by City to respond is unreasonable and affects the Contract completion date.
- C. City's response to a RFI shall not be considered a change to the Contract requirements unless it is accompanied by a Request for Change Proposal. If the Contractor believes that City's response to the RFI constitutes changed work impacting Contract Price or Contract Time, the Contractor shall submit a Notice of Claim, Supplemental Information and a Request for Change Order to City in accordance with Articles 5, *Changes to the Contract*.

4.7 TESTS, INSPECTIONS, AND ACCESS TO THE WORK

- A. Contractor shall be responsible for inspection and quality assurance of all the Work including all work performed by any Subcontractor. The Contractor shall document and maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract. The Contractor shall maintain all documentation related to testing and inspection and make such documentation available to City at its request. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to City, or with the appropriate public authority. If any governmental, regulatory, or permitting authority requires any portion of the Work to be inspected, tested, or approved, the Contractor shall make all arrangements for and cooperate with such inspections, tests, and approvals so as not to delay completion of the Work. The Contractor shall bear all related costs of tests, inspections, and approvals. The Contractor shall give City at least three (3) days' Notice of: (1) when the work is ready to be tested and inspected and (2) when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to City upon request.
- B. The Contractor shall cooperate with City in the performance of any tests and inspections of the Work. The Contractor has the duty to coordinate all tests and inspections in a manner, which does not negatively impact Contractor's compliance with the Contract.
- C. If any Work required to be inspected, tested, or approved is covered without such inspection, testing or approval being obtained, it must, if requested by City, be uncovered for observation, and such uncovering shall be at Contractor's expense.
- D. City may, at any reasonable time and at its own cost, conduct inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract. City shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract. City inspection and tests are for the sole benefit of City and do not:
1. Constitute or imply acceptance;
 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract; or
 5. Impair City's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- E. Neither observations by an inspector retained by City, the presence or absence of such inspector on the Site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract. Inspectors are not authorized to change any term or condition of the Contract.
- F. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by City. City may charge

Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. City shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

4.8 CORRECTION OF WORK OR DAMAGED PROPERTY

- A. If material, equipment, workmanship, or work proposed for, or incorporated into the Work, does not meet the Contract requirements or fails to perform satisfactorily, City shall have the right to reject such work by giving the Contractor written notice and may require the Contractor to promptly repair, replace or correct it at no cost to the City.
- B. If the Contractor does not repair, replace or correct and/or remove defective or non-conforming Work or repair damaged property as required by City, in manner and/or schedule, City or City's designee may repair, replace or correct and/or remove it and deduct the cost of such effort from any payment due the Contractor.
 - 1. If the remaining payments due the Contractor are not sufficient to cover City's cost of remedying the defective or non-conforming Work, the Contractor shall pay the difference to City.
- C. The Contractor shall be liable for all damages and costs incurred by City caused by defective or non-conforming work or workmanship, including but not limited to all special, incidental, or consequential damages incurred by City.

4.9 SUBSTITUTION OF PRODUCTS & PROCESSES

- A. Substitutions requested by the Contractor will be subject to City's prior written acceptance and at City's sole discretion.
- B. Requests for substitution must specifically identify:
 - 1. Material, equipment, and labor costs included in the Contractor's bid associated with the original item to be substituted;
 - 2. All costs for material, equipment, labor associated with the proposed substitution, including any impact costs;
 - 3. Proposed change to the Contract Price and/or Contract Time; and
 - 4. Compatibility with or modification to other systems, parts, equipment or components of the Project and Contract Work.
- C. Contractor shall provide all documentation supporting its request as requested by City.
- D. All costs of any redesign or modification to other systems, parts, equipment or components of the Project or Contract Work, which result from the substitution, shall be borne by the Contractor.
- E. When City approves a substitution proposed by the Contractor, the Contractor shall guarantee the substituted article or materials to be equal to, or better than, those originally specified and shall be compatible with all other systems, parts, equipment or components of the Project and Contract Work. City has the right to order an unaccepted, substituted article removed and replaced without additional cost to City.

- F. City has a right to a deductive Change Order if the substituted product or process is less costly than the contractually required product or process.
- G. If City does not accept the substitution proposal the Contractor shall proceed, without delay or cost to City, with the Contract Work as originally specified.

4.10 INCREASED OR DECREASED QUANTITIES

- A. Payment to the Contractor will be made only for the actual quantities of work performed and accepted in conformance with the contract. When the accepted quantity of work performed under a unit item varies from the original proposal quantity, payment will be at the unit contract price for all work unless the total accepted quantity of any contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original proposal quantity. In that case, payment for contract work may be adjusted as described herein:
 - 1. The adjusted final quantity shall be determined by starting with the final accepted quantity measured after all work under an item has been completed. From this amount, subtract any quantities included in additive change orders accepted by both parties. Then, to the resulting amount, add any quantities included in deductive change orders accepted by both parties. The final result of this calculation shall become the adjusted final quantity and the basis for comparison to the original proposal quantity.
 - a. Increased Quantities: Either party to the contract will be entitled to renegotiate the price for that portion of the adjusted final quantity in excess of 1.25 times the original proposal quantity. The price for excessive quantities will be determined by agreement of the parties, or, where the parties cannot agree, the price will be determined by the City based upon the actual costs to perform the work, including markup for overhead and profit in accordance with Paragraph 6.3, *Allowable Costs*.
 - b. Decreased Quantities: Either party to the contract will be entitled to an equitable adjustment if the adjusted final quantity of work performed is less than 75 percent of the original bid quantity. The equitable adjustment shall be based upon and limited to three factors:
 - i. Any increase or decrease in unit costs of labor, materials or equipment, utilized for work actually performed, resulting solely from the reduction in quantity;
 - ii. Changes in production rates or methods of performing work actually done to the extent that the nature of the work actually performed differs from the nature of the work included in the original plan; and
 - iii. An adjustment for the anticipated contribution to unavoidable fixed cost and overhead from the units representing the difference between the adjusted final quantity and 75% of the original plan quantity.
- B. The following limitations shall apply to renegotiated prices for increases and/or equitable adjustments for decreases:
 - 1. Labor, materials and equipment rates shall be actual costs but shall not exceed the rates set forth in Paragraph 6.3, *Allowable Costs* nor shall overhead and profit exceed the rates set forth in Paragraph 6.3, *Allowable Costs*.

2. No payment for consequential damages or loss of anticipated profits will be allowed because of any variance in quantities from those originally shown in the proposal form, contract provisions, and contract plans.
 3. The total payment (including the adjustment amount and unit prices for work performed) for any item which experiences an equitable adjustment for decreased quantity shall not exceed 75% of the amount original bid for the item.
- C. If the adjusted final quantity of any item does not vary from the quantity shown in the proposal by more than 25% then the Contractor and the City agree that all work under that item will be performed at the original contract unit price and within the original time for completion.
 - D. When ordered by the Engineer, the Contractor shall proceed with the work pending determination of the cost or time adjustment for the variation in quantities.
 - E. The Contractor and the City agree that there will be no cost adjustment for decreases if the City has entered the amount for the item in the proposal form only to provide a common proposal for bidders.

ARTICLE 5: CHANGES TO THE CONTRACT

5.1 GENERAL

- A. No provisions of the Contract may be amended or modified except by written agreement signed by the City.
- B. All Change Order work shall be performed in accordance with the original Contract requirements unless modified in writing by City.
- C. Any response to a Request For Information, or other directive, direction, instruction, interpretation, or determination (hereinafter referred to as "Direction" for the purposes of Article 5), provided by City is not considered a Change Order, a change to Contract requirements, and shall not constitute, in and of itself, entitlement to an adjustment in Contract Price and/or Contract Time.
- D. The Contractor shall not be entitled to any change in the Contract Price and/or Contract Time under the following conditions or events:
 1. They were reasonably foreseeable at the time the Contractor submitted its bid;
 2. They were caused by the acts of the Contractor, Subcontractor and/or Supplier, including but not limited to the choice of means, methods, techniques, sequences, or procedures for the Work, failure to provide labor, materials or equipment in a timely manner, and failure to take reasonable steps to mitigate delays, disruptions, or conditions encountered.
- E. The Contract requirements for time and price impacts related to Change Orders are set forth in Article 6, *Time and Price Adjustments*.
- F. If there is a bid item for "Minor Changes," payments or credits for changes that cost \$5,000 or less and do not affect time, may, at the discretion of the City, be made under that bid item in lieu of the procedures set forth in Sections 5.1 – 5.6. A Minor Change will be documented by a written Order for a Minor Change or by a notation confirming an oral agreement.

5.2 CONTRACTOR'S REQUEST FOR A CHANGE ORDER

- A. Notice of Claim and Supplemental Information. If the Contractor believes that it is entitled to additional compensation and/or time for any reason (other than for a differing site condition under Section 5.2), or if the Contractor disagrees with any written or oral direction, instruction, interpretation or determination from the City, the Contractor shall
- (1) Provide the Engineer with a written Notice of Protest before doing any work or incurring any costs for which it may seek additional compensation or time from the City.
 - (2) Supplement the written Notice of Protest within 14 days with a written statement that includes the following:
 - a. The date, circumstances, and basis of entitlement to additional compensation and/or time;
 - b. The estimated dollar cost of the protested work and a detailed breakdown showing how that estimate was determined;
 - c. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption;
 - d. Substantive basis of the Request;
 - e. If the protest is continuing, the information required above shall be supplemented upon request by the Engineer until the protest is resolved; and
 - f. The Contractor waives all claims for additional compensation and time if it fails to provide both a timely Notice of Claim and Supplemental Information with the information required by this Section.
- B. Request for Change Order.
1. A Request for a Change Order must be submitted in writing to the Engineer no later than thirty-five (35) days after the Contractor submitted its supplemental information pursuant to Paragraph 5.1(A)(2).
 2. The Request for a Change Order shall include:
 - a. Specific dollar amount covering all costs associated calculated in accordance with Article 6, *Time and Price Adjustments*;
 - b. Specific request for time extension (number of days) calculated in accordance with Article 6, *Time and Price Adjustments*;
 - c. A copy of the written Notice of intent, including all attachments;
 - d. All documentation supporting the Request for a Change Order, including but not limited to a cost proposal prepared using the forms provided by City, all cost records, schedule analysis, and the documents identified in §00700, ¶3.10, *Maintenance and Inspection of Documents*, that are in any way relevant to the Contractor's Request for Change Order; and
 - e. The Contractor waives all claims for additional compensation and time if it fails to provide a timely Request for Change Order with the information required by this Section.
- C. City's Response to Contractor's Request for Change Order.

1. City will make a written determination with respect to the Contractor's Request for Change Order within thirty (30) days of receipt of said Request, unless one of the following activities occurs.
 - a. City may request additional information and specify a time period for receipt of the information. The Contractor shall comply with City's request for additional information.
 - b. City may inform the Contractor that additional time is needed to review the Contractor's Request for Change Order and identify a date certain when a decision will be rendered.
 2. If City requests additional information, City will make a written determination within thirty (30) days receipt of Contractor's additional information.
 3. If City does not make a determination within the applicable time period, the Request For Change Order is deemed denied.
- D. Approval of Request for Change Order and Execution of Change Order. If City determines that a Change Order is necessary, the parties may negotiate acceptable terms and conditions and execute a Bilateral Change Order or City may issue a Unilateral Change Order.
- E. Contractor Procedure upon Denial or Deemed Denial of a Request for a Change Order. If the Contractor disagrees with the denial, the Contractor's sole remedy shall be to file a fully documented Claim within thirty (30) days of deemed denial or the Contractor's receipt of the denial in accordance with Article 9, *Claims and Litigation*.
- F. Contractor's Obligation to Continue to Work. Pending resolution of the Contractor's Request for a Change Order, the Contractor shall continue to perform all Work including, at the written request of City that work associated with the pending Request for Change Order. The Contractor shall maintain its progress with the Work.
- G. Waiver. Failure to follow the provisions set forth herein shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of any alleged direction, instruction, interpretation, determination by City and/or the event or impact to the Project.

5.3 DIFFERING SITE CONDITIONS

- A. Immediate Written Notice to City. If the Contractor encounters a Differing Site Condition as defined in Article 1.0 the Contractor shall immediately, and before the conditions are disturbed, give written Notice to City of Differing Site Conditions.
- B. Request for Change Order based on Differing Site Condition. Unless otherwise agreed upon in writing by the Engineer, within forty-five (45) days of the Contractor's initial written notification of the Differing Site Condition to City, the Contractor shall provide a Request for Change Order that includes all elements required for such a request, including:
 1. A detailed description of the Differing Site Condition; and
 2. Substantive, contractual, and technical basis supporting the existence of the Differing Site Condition and its impacts.
- C. Waiver.

1. If the Contractor's actions disturb the Site such that City or City's designee cannot adequately and fully investigate the alleged differing site condition, the Contractor waives its right to receive any additional time or money as a result of the Differing Site Condition.
 2. Failure by the Contractor to provide either (a) immediate Notice or (b) Request for Change Order shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of the Differing Site Condition.
 3. The Contractor shall be responsible for any and all costs or damages incurred by City resulting from the Contractor's failure to provide appropriate notice and/or the Detailed Description and Request for Change Order.
- D. City's Response to the Differing Site Condition Request for Change Order. City shall investigate the alleged Differing Site Conditions and respond to the Differing Site Condition in accordance with the Request for Change Order procedures set forth above.
- E. Contractor's Obligation to Continue to Work. The Contractor shall not disturb the condition until receipt of written authorization from the Engineer that work can resume at the location of the alleged Differing Site Condition. The Contractor shall continue with performance of all other Work.

5.4 SUSPENSION OF WORK

A. City Issues Directive Suspending Work

1. City may order the Contractor, in writing, to suspend all or any part of the Work of this Contract for the period of time that City determines appropriate for the convenience of City. The Contractor shall not suspend the Work without written direction from City specifically authorizing the Suspension of Work.
2. Upon receipt of a written Notice suspending the Work, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize costs attributable to such suspension. Within a period up to 120 days after the suspension notice is received by the Contractor, or within any extension of that period which City requires, City shall either:
 - a. Cancel the written notice suspending the Work; or
 - b. Terminate the Work for either default or convenience.
3. If a written notice suspending the Work is canceled or the period of the Suspension or any extension thereof expires, the Contractor shall resume Work as required by City.
4. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended by the written direction of City, the Contractor may be entitled to an adjustment in the Contract Time, or Contract Price, or both, for increases in the time or cost of performance directly attributable to the suspension and provided that the Contractor sufficiently documents all costs and time impacts attributable to the suspension. No adjustments to Contract Price and/or Contract Time shall be allowed unless the Contractor can demonstrate that the period of suspension caused by City impacted Critical Path and delayed the Contractor from completing the Work on time.

B. Constructive Suspension of Work

1. If the Contractor believes that some action or omission on the part of City constitutes constructive suspension of Work, the Contractor shall immediately notify City in writing that the Contractor considers the actions or omission a constructive suspension of Work.
- C. To the extent the Contractor believes it is entitled to any additional money or time as a result of the suspension of Work or constructive suspension, Contractor shall submit a Notice of Protest, Supplemental Information and Request for Change Order to City in accordance with Article 5, *Changes to the Contract*.
- D. Failure to comply with these requirements shall constitute a waiver of Contractor rights to any adjustment in Contract Time and/or Contract Price.
- E. No adjustment shall be made under this provision for any suspension to the extent that Contractor's performance would have been suspended, delayed, or interrupted as a result of actions, omissions, fault or negligence caused, in whole or in part, by the Contractor or any of its Subcontractors.

5.5 FORCE MAJEURE

- A. To the extent the Contractor believes it is entitled to any additional time as a result of Force Majeure, Contractor shall submit a Notice of Protest, Supplemental Information and Request for Change Order to City in accordance with Article 5, *Changes to the Contract*.
- B. Contractor shall not be entitled to a change in Contract Price resulting from an act of Force Majeure.
- C. Contractor is not entitled to an adjustment in Contract Time if the act of Force Majeure did not impact progress of the Work on the Critical Path and delay the Contractor from completing the Work within the Contract Time.
- D. When a Contractor experiences concurrent delay caused by either City or Contractor and an act of Force Majeure, the Contractor shall only be entitled to an change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.

5.6 CHANGE ORDERS

A. Bilateral Change Orders

1. If City and Contractor reach agreement on the terms and conditions of any change in the Work, including any adjustment in the Contract Price and Contract Time, such agreement shall be incorporated into a Change Order and signed by both Parties. Such Bilateral Change Orders shall represent full and complete payment and final settlement of all changes, Claims, damages or costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, stand-by, and any other costs or damages related to any work either covered or affected by the Change Order, or related to the events giving rise to the Bilateral Change Order.

B. Unilateral Change Order

1. City's Right to Issue Unilateral Change Order.

- a. City may unilaterally issue a Change Order at any time, without invalidating the Contract and without notice to the sureties, making changes within the general scope of this Contract.
- b. If any such Change Order causes an increase or decrease in the cost of, or time required for, performance of any part of the Work, City may make an adjustment in the Contract Price, Contract Time, or both, in accordance with Articles 5, *Changes to the Contract*, and 6, *Time and Price Adjustments*.

2. Contractor Disagreement with Unilateral Change Order. If the Contractor disagrees with the adjustment to the Contract Price and/or Time as indicated in the Unilateral Change Order, the Contractor must submit a Notice of Protest, Supplemental Information and Request for Change Order to City in accordance with Article 5, *Changes to the Contract*.

3. Contractor's Obligation to Continue to Work. The Contractor is required to continue with performance of all Work, including work associated with the Unilateral Change Order.

5.7 CITY REQUEST FOR A CHANGE PROPOSAL

- A. Request. City may request a written Change Proposal from the Contractor for a change in the Work.
- B. Contractor's Proposal. Contractor shall submit its written Change Proposal within the time specified in City's request with the costs shown in a form acceptable to the City. The Change Proposal shall represent the Contractor's offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the proposed change and any impacts to any other Work, including any adjustments in the Contract Time.
- C. City's Acceptance of Contractor Proposal. If City accepts the Change Proposal as submitted by the Contractor or as negotiated by the parties, City shall notify the Contractor in writing of its acceptance of the Proposal and direct that the change in the Work be performed.
- D. Execution of a Bilateral Change Order. After acceptance of the Change Proposal or acceptance of the negotiated Change Proposal, City shall direct the Contractor to perform the work in accordance with the agreed upon terms; thereafter, the Parties shall execute a bilateral Change Order in accordance with the terms of the Change Proposal or negotiated Change Proposal.
- E. Execution of Unilateral Change Order. If City does not accept the Change Proposal or the Parties cannot agree upon the appropriate price or terms for the Change Proposal, City may issue a unilateral Change Order.

ARTICLE 6: TIME AND PRICE ADJUSTMENTS

6.1 CHANGE IN THE CONTRACT TIME

- A. The Contract Time shall only be changed by a Change Order.

- B. No change in the Contract Time shall be allowed to the extent the time of performance is changed due to the fault, act, or omission of Contractor, or anyone for whose acts or omissions the Contractor is responsible.
- C. Contractor is not entitled to a change in Contract Time unless the progress of the Work on the Critical Path is delayed and completion of the Contract Work within Contract Time is delayed.
- D. When a Contractor experiences concurrent delays which impact the Critical Path and are caused by (1) City and the Contractor; (2) City and an act of Force Majeure; or, (3) the Contractor and an act of Force Majeure, the Contractor shall only be entitled to a change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.
- E. A Request for Change Order that includes a request for an adjustment in the Contract Time shall:
 - 1. Be in writing and delivered to City within the appropriate time period specified in Article 5, *Changes in the Contract*.
 - 2. Include a clear explanation of how the event or conditions specifically impacted the Critical Path and overall Project Schedule and the amount of the adjustment in Contract Time requested.
 - 3. Be limited to the change in the Critical Path of a Contractor's Project Schedule, and any updates, attributable to the event or conditions, which caused the request for adjustment. No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of all Work under the Contract or timely completion of a portion of the Work for which time of completion is specific. Contractor shall be responsible for showing clearly on the Project Schedule, and any updates, that the event or conditions:
 - a. Had a specific impact on the Critical Path and was the sole cause of such impact;
 - b. Could not have been avoided by resequencing of the Work or other reasonable alternatives; and
 - c. Will prevent the Contractor from completing the Project within the current Contract completion date.
- F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

6.2 CHANGE IN THE CONTRACT PRICE

- A. The Contract Price shall only be changed by a Change Order.
- B. No change in the Contract Price shall be allowed when:
 - 1. Contractor's changed cost of performance is due to the fault, acts, or omissions of Contractor, or anyone for whose acts or omissions Contractor is responsible, including its subcontractors and suppliers;
 - 2. The change is concurrently caused by Contractor and City; or
 - 3. The change is caused by an act of a third party or Force Majeure.

- C. City shall not be responsible for, and the Contractor shall not be entitled to any compensation for unallowable costs. Unallowable costs include, but are not limited to:
1. Interest or attorney's fees of any type other than those mandated by Washington state statute;
 2. Claim preparation or filing costs;
 3. The cost of preparing or reviewing Change Proposals or Requests for Change Orders;
 4. Lost profits, lost income or earnings;
 5. Costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site;
 6. Lost earnings or interest on unpaid retainage;
 7. Claims consulting costs;
 8. The costs of corporate officers or staff visiting the Site or participating in meetings with City;
 9. Loss of other business; and/or
 10. Any other special, consequential, or incidental damages incurred by the Contractor, Subcontractor, or Suppliers.
- D. A Request for Change Order that includes a request for an adjustment in Contract Price shall:
1. Be in writing and delivered to City within the applicable time period specified in Article 5, *Changes to the Contract*.
 2. Identify the following information:
 - a. The event or condition which caused the Contractor to submit its request for an adjustment in the Contract Price;
 - b. The nature of the impacts to Contractor and its Subcontractors, if any; and
 - c. The amount of the adjustment in Contract Price requested calculated in accordance with Paragraph 6.3, *Allowable Costs*, and using forms provided by City.
 3. Any requests by Contractor for an adjustment in the Contract Price and in the Contract Time that arise out of the same event or conditions shall be submitted together.
- E. The adjustments to the Contract Price provided for in this Article represent full, final, and complete compensation for all work done in connection with the request for an adjustment in Contract Price and all costs related to, resulting from, or affected by such change in Work including, but not limited to, all direct and indirect costs, overhead, profit, and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and any other costs or damages related to any work either covered or affected by the change in the Work, or related to the events giving rise to the change.

6.3 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE

- A. One of the following methods shall be used to calculate damages and/or adjustments to the Contract Price that result from or relate to Change Proposal, Request for Change Order, and/or Claim.
- B. Determination of the method to be used to calculate adjustments in the Contract Price shall be at the sole discretion of City.
- C. One of the following methods shall be used:
1. Unit Price Method;
 2. Firm Fixed Price Method (also known as Lump Sum); or
 3. Time and Materials Method.
- D. **Unit Price Method**
1. The City may direct the Contractor to perform extra work on a Unit Price basis. Such authorization shall clearly state the:
 - a. Scope of work to be performed;
 - b. Applicable Unit Price; and
 - c. Not to exceed amount of reimbursement as established by City.
 2. The applicable unit price shall include reimbursement for all direct and indirect costs of the work, including Overhead and profit, as limited by paragraph 6.3, *Allowable Costs*.
 3. Contractor shall only be paid under this method for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by City.
- E. **Firm Fixed Price Method**
1. The Contractor and City may mutually agree on a fixed amount as the total compensation for the performance of changed work.
 2. The Contractor shall provide a detailed cost breakdown supporting the Contractor's requested adjustment to Contract Price and any other financial documentation requested by the Engineer, as limited by paragraph 6.3, *Allowable Costs*.
 3. Any adjustments to the Contract Price using the Firm Fixed Price Method shall include, when appropriate all reasonable costs for labor, equipment, material, Overhead and profit. Such labor, equipment, material, Overhead and profit shall be calculated in accordance with paragraph 6.3, *Allowable Costs*.
 4. Whenever City authorizes Contractor to perform changed work on a Firm Fixed Price Method, City's authorization shall clearly state:
 - a. Scope of work to be performed; and
 - b. Total Fixed Price payment for performing such work.
- F. **Time and Materials Method**
1. Whenever City authorizes the Contractor to perform work on a Time and Material basis, City's authorization shall clearly state:

- a. Scope of work to be performed; and
 - b. A not to exceed amount of reimbursement as established by City.
2. Contractor shall:
- a. Cooperate with City and assist in monitoring the work being performed;
 - b. Substantiate the labor hours, materials and equipment charged to work under the Time and Materials Method by detailed time cards or logs completed on a daily basis before the close of business each working day;
 - c. Present the time card and/or log at the close of business each day to the Engineer so that City may review and initial each time card/log;
 - d. Perform all work in accordance with this provision as efficiently as possible;
 - e. Not exceed any cost limit(s) without City's prior written approval; and
 - f. Maintain all records of the work, including all records of the Subcontractor, Supplier, and Materialmen, and make such records available for inspection as required in paragraphs 3.8, *Record Documents*, 3.9, *Cost Records*, and 3.10, *Maintenance and Inspection of Document*.
3. Contractor shall submit costs and any additional information requested by City to support Contractor's requested price adjustment.
4. The Contractor shall only be entitled to be paid for reasonable costs actually incurred by the Contractor. The Contractor has a duty to control costs. If City determines that the Contractor's costs are excessive or unreasonable, City, at its discretion, shall determine the reasonable amount for payment.

G. Deductive Changes to the Contract Price

1. A deductive change to the Contract Price may be determined by taking into account:
 - a. Costs incurred and saved by the Contractor as a result of the change, if any;
 - b. The costs of labor, material, equipment, and overhead saved and profit unearned by the deleted work. These costs shall be calculated following as closely as possible with the provisions identified in Article 6, Time and Price Adjustments; and/or,
 - c. At the discretion of City, costs set forth in the documents used by the Contractor to develop its bid.
2. Where City has elected not to correct incomplete or defective Work, the adjustment in the Contract Price shall take into account:
 - a. The costs the City would have to expend to correct the Work;
 - b. The decreased value to City resulting from the incomplete or defective Work; and,
 - c. The increased future costs which City may incur by reason of the incomplete or defective Work.

H. Full Compensation

An adjustment calculated in accordance with the provisions of this Article shall be full and complete payment and final settlement of all changes, claims, damages and costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, standby, and/or any other costs or damages related to any Work either covered or affected by the changed Work, or related to the events giving rise to the change.

6.4 ALLOWABLE COSTS

- A. Any adjustments to the Contract Price shall be based on the following categories and shall incorporate markups for Overhead and profit as provided herein.
1. **Labor.** For all labor, including foreman supervision but excluding superintendents and other project management and consultants, the Contractor shall be reimbursed for labor costs provided herein. The labor cost of an event or condition shall be calculated as the sum of the following:
 - a. **Labor Rate.** The Labor Rate is the actual reasonable wage paid to the individual plus the actual reasonable costs incurred by the Contractor to cover costs associated with Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUCA), industrial insurance, fringe benefits, and benefits paid on behalf of labor by the Contractor. The applicable Labor Rates shall be multiplied by the number of hours reasonably expended in each labor classification because of the event or condition to arrive at a total cost of labor.
 - b. **Travel Allowance and/or Subsistence.** The labor calculation shall include the actual costs of travel and/or subsistence paid to the Contractor's employees engaged upon the Work when said payments are required by a labor agreement.
 2. **Materials.** The cost of materials resulting from an event or condition shall be calculated in one or more of the following methods, at City's election:
 - a. **Invoice Cost.** The Contractor may be paid the actual invoice cost of materials including actual freight and express charges and applicable taxes less all available discounts, rebates, and back-charges,. This method shall be considered only to the extent the Contractor's invoice costs are reasonable and the Contractor provides copies of vendor invoices, freight and express bills, and other evidence of cost accounting and payment satisfactory to City. As to materials furnished from the Contractor's stocks for which an invoice is not available, the Contractor shall furnish an affidavit certifying its actual cost of such materials and such other information as City may reasonably require;
 - b. **Wholesale Price.** The Contractor may be paid the lowest current wholesale price for which the materials are available in the quantities required, including customary costs of delivery and all applicable taxes less all available discounts, rebates, and back-charges; or

- c. **City Furnished Material.** City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no Claim for any costs, Overhead or profit on such materials. However, should the Contractor be required to pick up, transport and/or unload such materials the Contractor will be reimbursed for reasonable costs thereof.
3. **Equipment.** The additional cost, if any, of machine-power tools and equipment usage shall be calculated in accordance with the following rules:
- a. **Equipment Rates.** The Contractor's own charge rates may be used if verified and approved by City and based on the Contractor's actual ownership and operating cost experience. Rental rates contained in published rate guides may be used if their cost formulas and rate factors are identifiable, reflect the Contractor's historical acquisition costs, utilization, and useful life, and do not include replacement cost, escalation contingency reserves, general and administrative expense, or profit. Rates shall be based on the Contractor's actual allowable costs incurred or the rates established according to the Rental Rate Blue Book for Construction Equipment, published by Equipment Watch, PRIMEDIA, whichever is less. The Rental Rate Blue Book established hourly equipment rate shall be the monthly rental rate for the equipment plus the monthly rental rate for required attachments, divided by 176 work hours per month, multiplied by the appropriate regional adjustment factor, plus the hourly operating cost. The established equipment rate shall apply for actual equipment usage up to eight hours per day. For all hours in excess of eight hours per day or 176 hours per month, the established equipment rate shall be the monthly rental rate plus the monthly rental rate for required attachments, divided by 352, multiplied by the regional adjustment factor, plus the hourly operating cost.
- b. **Transportation.** If the necessary equipment is not already at the Site and it is not anticipated that it would be required for the performance of other work under the terms of the Contract, the calculation shall include a reasonable amount for the costs of the necessary transportation of such equipment.
- c. **Standby.** The Contractor shall only be entitled to standby equipment costs if (a) the equipment is ready, able, and available to do the Work at a moment's notice; (b) Contractor is required to have equipment standby because of an event or condition solely caused by City and (c) the Contractor can demonstrate that it could have and intended to use the equipment on other projects/jobs. The Contractor shall be compensated at 50% of the monthly rental rate for the equipment, divided by 176, and multiplied by the appropriate regional adjustment factor, as identified in the Rental Rate Blue Book for Construction Equipment, published by Machinery Information Division of PRIMEDIA Information Inc. Standby shall not be paid during periods of Contractor-caused delay, concurrent delay, Force Majeure, during any seasonal shutdown, routine maintenance, down-time or broken equipment, late delivery of equipment or supplies, or other anticipated occurrence specified in the Contract Documents. No payment shall be made for standby on any piece of equipment, which has been used on the Project in any 24 hour period. Standby costs shall not be paid for weekends, holidays, and any time the equipment was not intended to be used on the Project as demonstrated by the Project Schedule.

4. **Subcontractor & Supplier.** Direct costs associated with Subcontractors and Suppliers shall exclude Overhead and Profit markups and shall be calculated and itemized in the same manner as prescribed herein for Contractor. Contractor shall provide detailed breakdown of Subcontractor and Supplier invoices.
5. **Overhead and Profit Markup.**
- a. On a change to the Contract Price or any other claim for money by the Contractor, City will only pay Overhead, including Home Office Overhead, Site or Field Office Overhead, and unabsorbed home office overhead, and Profit pursuant to the Overhead and Profit Markups set forth herein. The Overhead and Profit Markups cover all overhead regardless of how the Contractor chooses to account for various costs in its books of account.
 - b. Overhead and Profit markups shall not be applied to freight, delivery charges, express charges, and sales tax.
 - c. The allowed Overhead and Profit markup shall not exceed the following:
 - i. If the Contractor is self-performing work: 18% combined Overhead and Profit markup on the Contractor's Direct Costs;
 - ii. If a Subcontractor or Supplier is performing work: 18% for the Subcontractor's Direct Cost for performing the work and 7% on the Direct Costs of the Subcontractors' or Suppliers'; provided that the 7% is to be divided among upper tier Subcontractors and the Contractor when a Subcontractor or Supplier is performing the work;
 - iii. If the value of material and equipment is greater than 50% of the total value of the change, the Overhead and Profit Markup shall only be 10% for material and equipment; and
 - iv. In no event shall the total combined Overhead and Profit markup for the Contractor and all Subcontractors and Suppliers of any tier exceed 25% of the Direct Cost to perform the Change Order work.

ARTICLE 7: PAYMENT AND COMPLETION

7.1 APPLICATIONS FOR PAYMENT

- A. On or about the first day of each month, the Contractor shall submit to City an Application for Payment. Each application shall be completed on a form acceptable to City and designated as an "Application for Payment."
- B. The Contractor is not entitled to payment for any work unless the Application for Payment includes all required documentation. City reserves the right to withhold payment pursuant to paragraph 7.2, *Payments Withheld* if it is subsequently determined that all required documentation was not provided by the Contractor or is in error.
- C. The application shall correlate the amount requested with the Schedule of Values and with the state of completion of the Work.
- D. The Contractor shall submit a breakdown of the cost of lump sum items to enable the Engineer to determine the Work performed on a monthly basis. Lump sum breakdowns shall be submitted prior to the first progress payment that includes

payment for the Bid Item. Absent a lump sum breakdown, the Engineer will make a determination based on information available.

7.2 PAYMENTS

- A. City shall comply with RCW 39.76, as amended, and promptly review each Application for Payment and identify in writing any cause for disapproval within 8 working days. In addition to withholding payment for unsatisfactory performance or failure to comply with Contract requirements, if the Contractor's Application for Payment fails to recognize any back-charges, off-sets, credits, change orders, or deductions in payment made in accordance with paragraph 7.2, *Payments Withheld*, City shall have the right to revise or disapprove Contractor's Application For Payment because the Application for Payment is not considered a properly completed invoice.
- B. The City shall withhold retainage from each Application for Payment as required by RCW 60.28, as amended.
- C. If an Application for Payment is accepted by City, it shall be paid within thirty (30) days of City's receipt of the properly prepared invoice (Application for Payment).

7.3 PAYMENT WITHHELD

- A. In addition to retainage withheld pursuant to RCW 60.28 and without waiver of any other available remedies, City has the right to withhold, nullify, or back-charge, in whole or in part, any payment or payments due or that have been paid to the Contractor as may be necessary to cover City's costs or to protect City from loss or damage for reasons including but not limited to:
 1. Failure of the Contractor to submit or obtain acceptance of a Progress Schedule, Schedule of Values, and any updated Schedules;
 2. Defective or non-conforming Work;
 3. Costs incurred by City to correct, repair or replace defective or non-conforming Work, or to complete the Work;
 4. A reasonable doubt that the Contract can be completed for the balance then unpaid;
 5. A reasonable concern by City that the materials, equipment or component parts are not in proper operating condition;
 6. Assessment of Liquidated Damages;
 7. Failure to perform in accordance with the Contract;
 8. Cost or liability that may occur to City as the result of the Contractor's or Subcontractor's acts, omissions, fault, or negligence;
 9. Deduction in the Work;
 10. Failure of Contractor to repair damaged materials, equipment, property, or Work;
 11. Failure of the Contractor to obtain approval of Submittals pertinent to the work accomplished;
 12. Failure to pay Subcontractors, Suppliers, employees or other obligations arising out of the Work;

13. Failure to keep Record Documents up to date;
 14. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits;
 15. Failure to obtain and maintain applicable permits, insurance, and bonds; and
 16. Failure to provide Statement of intent to Pay Prevailing Wage and/or Affidavits of Wages Paid and, if requested, Certified Payroll Records for the Contractor and for Subcontractors of any tier.
- B. The withholding, nullification, or back-charge of any payment(s) by City shall in no way relieve the Contractor of any of its obligations under this Contract.

7.4 TITLE

Title to all Work and materials covered by an accepted and paid Application For Payment shall pass to City at the time of such payment, free and clear of all liens, claims, security interest, and encumbrances. Passage of title shall not, however, (1) relieve Contractor from any of its duties and responsibilities for the Work or materials, including protection thereof, (2) waive any rights of City to insist on full compliance by Contractor with the Contract requirements, or (3) constitute acceptance of the Work or materials.

7.5 SUBSTANTIAL COMPLETION

- A. When the Contractor has achieved Substantial Completion (as defined in Section 1 above), the Contractor shall give written Notice to City.
1. City shall promptly inspect the Work and prepare a Punch List (list of items to be completed or corrected).
 - a. City reserves the right to add to, modify, or change the Punch List.
 - b. Failure by City to include any items on such list does not alter the responsibility of the Contractor to complete or correct the Work in accordance with the Contract.
- B. At the Contractor's request, City may identify those Punch List items that must be completed or corrected in order for the Contractor to achieve Substantial Completion.
1. When City determines that those Punch List items have been completed or corrected by the Contractor, City shall make a determination that the Work is Substantially Complete.
 2. A Certificate of Substantial Completion will be issued by City, which shall establish the date of Substantial Completion.
 3. This Certificate of Substantial Completion shall state the responsibilities of City and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance.
- C. City shall assess liquidated damages for the Contractor's failure to Substantially Complete the Work within the Contract Time. The liquidated damage amounts, set forth elsewhere in the Contract Documents, will be assessed for Contractor's failure to achieve Substantial Completion within the Contract Time. These Liquidated Damages are not a penalty, but will be assessed against the Contractor for failure to achieve these Contract requirements. These Liquidated Damage amounts are

fixed and agreed upon by and between the Contractor and City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages City would in such events sustain. These amounts shall be construed as the actual amount of damages sustained by City, and may be retained by City and deducted from payments to the Contractor. Assessment of Liquidated Damages shall not release the Contractor from any further obligations or duties pursuant to the Work.

- D. As provided in the Contract Documents, City may grant Substantial Completion to specific subsystems or portions of the Work. The dates of Substantial Completion shall be determined, in writing, by City.

7.6 FINAL INSPECTION

- A. The Contractor shall correct all remaining Punch List items and complete all remaining Work within the time period stated in the Certificate of Substantial Completion or within 30 days, whichever is less. When all Punch List items have been successfully corrected and the work is complete the Contractor's shall give written notice to the City that the Work ready for final inspection. After verification by City that such completion was satisfactory, the Contractor shall submit a Final Application for Payment.

7.7 REQUIREMENTS FOR FINAL APPLICATION FOR PAYMENT

- A. In addition to any other requirement identified in the Contract Documents, the Final Application for Payment shall include the following documents:
1. Affidavit of Wages Paid for Contractor and all Subcontractors in accordance with state law;
 2. Contractor's release of claims against City, except for Claims specifically described in the release document and submitted in accordance with Article 9, *Claims and Litigation*; and
 3. Contractor certification that all Subcontractors and Suppliers have been paid and there are no outstanding liens.

7.8 COMPLETION/FINAL ACCEPTANCE

- A. Completion/Final Acceptance shall be achieved when all the obligations of the Contract have been successfully performed by the Contractor in accordance with the Contract and accepted by City. Should Contractor fail to achieve Final Acceptance within the required time the City may assess actual damages caused by its failure to do so.
- B. Neither Final Acceptance, nor Final Payment, shall release Contractor or its sureties from any obligations under this Contract or the Performance and Payment Bonds, or constitute a waiver of any claims by City arising from or related to Contractor's performance or failure to perform the Work and to meet all Contractual obligations in accordance with the Contract, including but not limited to:
1. Unsettled liens, security interests or encumbrances;
 2. Damaged, non-conforming, or defective Work discovered by City;
 3. Terms of any warranties or guarantees required by the Contract; and
 4. Payments made in error.

- C. Except for any Claims properly submitted in accordance with Article 9, *Claims and Litigation*, acceptance of Payment on the Final Application for Payment by the Contractor shall, on behalf of itself and its Subcontractors or Sureties, forever and unconditionally release and discharge City, its officers, agents, employees, from:
1. Any and all disputes or claims, including but not limited to claims for damages, fines, interest, taxes, attorney fees, or costs, demands, rights, actions or causes of actions, known or unknown, arising out of or in any way related to the parties' performance under the Contract and/or Project; and
 2. Any and all known and/or unknown liabilities, obligations, demands, actions, suits, debts, charges, causes of action, requests for money and/or payment under the Contract, outstanding invoices, or claims directly or indirectly arising out of or related to the Contract and/or Project.

7.9 WARRANTY AND GUARANTY

- A. In addition to any special warranties provided elsewhere in the Contract, Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers.
- B. The warranty period shall be for the longer period of: one year from the date of Final Acceptance of the entire Project or the duration of any special extended warranty offered by a supplier or common to the trade.
- C. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:
1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
 2. Prior to Final Acceptance require all warranties be executed, in writing, for the benefit of City;
 3. Enforce all warranties for the benefit of City; and
 4. Be responsible to enforce any warranty of a Subcontractor, manufacturer, or Supplier, should they extend beyond the period specified in the Contract.
- D. If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written Notice from City to do so. In the event City determines that Contractor corrective action is not satisfactory and/or timely performed, then City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from third parties. All damages incurred by City and all costs for City's remedy shall be reimbursed by the Contractor.
- E. The warranty provided in this provision shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

7.10 PRIOR OCCUPATION

City shall have the right to occupy such part or parts of the Project in or upon which the Work is being done, as it may see fit, and such occupation shall not be construed as acceptance by City of the Work or constitute Substantial Completion of the Work.

ARTICLE 8: TERMINATION

8.1 CITY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Default

1. City may terminate, without prejudice to any right or remedy of City the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
 - a. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 - b. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Final Acceptance of the Work in a timely manner;
 - c. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 - d. Contractor fails in a material way to repair, replace or correct Work not in conformance with the Contract;
 - e. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 - f. Contractor repeatedly fails to make prompt payment to its employees or Subcontractors;
 - g. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, permits, easements or orders of any public authority having jurisdiction;
 - h. Contractor fails to comply with all Contract safety requirements; or
 - i. Contractor is otherwise in material breach of any provision of the Contract, including but not limited to quality control, environmental requirements, administrative requirements, coordination and supervision.
2. If City reasonably believes that one of the aforementioned events has occurred, City will provide the Contractor with written Notice of its intent to terminate the Contractor for default, specifying within such notice the ground(s) for such termination. City, at its option, shall require the Contractor to either promptly correct the deficiencies noted in City's intent to terminate or provide City with a corrective action plan as to how such deficiencies will be remedied or cured in a timely fashion. However, if after receipt of the proposed remedy, City has a reasonable basis for concluding that the Contractor has (a) failed or is unwilling to repair, replace or correct the deficiencies, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, City shall thereafter have the right to terminate this Contract for default.
3. Upon termination, City may at its option:
 - a. Take possession of the Site and possession of or use of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor; and/or

- b. Finish the Work by whatever other reasonable method it deems expedient; or
 - c. Call upon the surety to perform its obligations under the performance and payment bonds, if applicable.
4. The Contractor and its sureties shall be liable for all damages and costs, including but not limited to: (1) compensation for architect and engineering services and expenses made necessary thereby; (2) any other costs or damages incurred by City in completing and/or correcting the Work; and (3) any other special, incidental or consequential damages incurred by City which results or arises from the breach or termination for default.
 5. In the event of termination for default City shall only pay the Contractor for Work successfully completed and accepted by City prior to the date of termination. City shall not be responsible for any other Contractor costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with this Contract. In no event shall City reimburse the Contractor for any costs directly or indirectly related to the cause of this termination for default.
 6. If, after termination for default, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City.
 7. The rights and remedies of City in this provision are in addition to any other rights and remedies provided by law or under this contract.

B. Termination for Convenience

1. Upon written Notice City may terminate the Work, or any part of it, without prejudice to any right or remedy of City, for the convenience of City.
2. If City terminates the Work or any portion thereof for convenience, Contractor shall recover as its sole remedy:
 - a. Reasonable costs for all Work completed prior to the effective date of the termination and not previously paid for by City; and
 - b. A reasonable allowance for Overhead and profit for Work actually performed prior to the date of termination and accepted by City, at a rate not to exceed the percentage amount set forth in the Contract and in paragraph 6.3, *Allowable Costs*, subparagraph A.5, *Overhead and Profit*. The Contractor waives all other claims for payment and damages including without limitation, anticipated profit and overhead on work not performed and accepted by City.
3. The Contractor shall not be entitled to any other costs or damages, whatsoever. The total sum payable upon termination shall not exceed the Contract Price reduced by prior payments. Contractor shall be required to make its request for adjustment in accordance with Article 5, *Changes to the Contract*, and Article 6, *Time and Price Adjustments*.
4. If it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, City shall not reimburse Contractor any profit for the Work completed and shall reduce the settlement to reflect the indicated rate of loss.

C. Contractor's Obligations During Termination

Unless City directs otherwise, after receipt of a written Notice of termination for default or termination for convenience, Contractor shall promptly:

1. Stop performing Work on the date and as specified in the Notice of termination;
2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work not terminated;
3. Cancel all orders and subcontracts, upon terms acceptable to City, to the extent that they relate to the performance of Work terminated;
4. Assign as specifically requested by City all of the rights, title, and interest of Contractor in all orders and subcontracts;
5. Take such action as may be necessary or as directed by City to preserve and protect the Work, Site, and any other property related to this Project in the possession of Contractor in which City has an interest;
6. Continue performance of Work only to the extent not terminated; and
7. Take any other steps required by City with respect to this Project.

8.2 CITY'S RIGHT TO STOP THE WORK FOR CAUSE

- A. If Contractor fails or refuses to perform its obligations in accordance with the Contract, City may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. Contractor shall not be entitled to any adjustment in the Contract Time and/or Contract Price for any increased cost or time of performance attributable to Contractor's failure or refusal to perform its obligations under the Contract.

ARTICLE 9: CLAIMS AND LITIGATION

9.1 CONTRACTOR CLAIMS

A. Condition Precedent to Filing a Claim.

1. The following actions are a condition precedent to filing a Claim:
 - a. The Contractor submitted a timely Notice of Protest, Supplemental Information and Request for Change Order as required by paragraph 5.1;
 - b. The Request for Change Order has been denied or deemed denied by City; or
 - c. A Unilateral Change Order is issued by City.

B. Failure to file a Timely Claim.

1. At least seven (7) days prior to appropriate time to file a Claim, the Contractor may request an extension of time for filing its Claim. The Contractor shall state the reasons for the request and identify a date certain when the Contractor shall provide a fully documented Claim. Unless otherwise agreed to in writing by the Engineer, a fully documented Claim shall be received by the City within thirty (30) days after:
 - a. Denial or deemed denial of a Request for Change Order; or

- b. Contractor's receipt of an Executed Unilateral Change Order.
2. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Contractor, on behalf of itself and its Subcontractors and Suppliers, of the Unilateral Change Order and/or City's denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Request for Change Order and/or Unilateral Change Order.
- C. Contractor's Obligation to Continue to Work. Pending final decision of a Claim hereunder, the Contractor shall proceed diligently with the performance of the Contract Work, including that work associated with the Claim, and maintain its progress with the Work.
- D. Information required in a Fully Documented Claim. Every Claim must be submitted by the Contractor, in writing and clearly designated by the Contractor as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:
1. A detailed factual statement of the Claim providing all necessary details, locations, and items of Contract Work affected;
 2. The date on which facts arose that gave rise to the Claim;
 3. The name of each person employed or associated with the Contractor, Subcontractor, Supplier, and/or City with knowledge about the event or condition which gave rise to the Claim;
 4. Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;
 5. The specific provisions of the Contract Documents on which the Claim is based;
 6. If an adjustment in the Contract Price is sought, the exact amount sought, calculated in accordance with the Contract including paragraph 6.3, *Allowable Cost* and accompanied by (a) all records supporting the Claim and (b) all records meeting the requirements of paragraph 3.10, *Cost Records*;
 7. If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason the Contractor believes an adjustment in the Contract Time should be granted; and the Contractor's analyses of its Progress Schedule, any specific Schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and
 8. A statement certifying, under penalty of perjury, that after the exercise or reasonable diligence and investigation the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Price or Contract Time for which the Contractor believes City is liable.
- E. Contractor's Duty to Cooperate. The Contractor shall cooperate with City or its designee in the evaluation of its Claim and provide all information and documentation requested by City, its auditors or its designee.

F. City's Evaluation of the Claim.

1. To assist City in the review of the Contractor's Claim, City or its designee may visit the Site, request additional information and/or documentation in order to fully evaluate the issues raised in the Claim and/or audit the Claim.
2. After the Contractor has submitted a fully documented Claim that complies with this provision, City shall respond, in writing, to the Contractor within sixty (60) days from the date the fully documented Claim is received with either:
 - a. A decision regarding the Claim; or
 - b. Written Notice extending for another thirty (30) days City's time to respond to the Claim.
3. Absent a thirty (30) day extension, the Claim shall be deemed denied upon the sixty-first (61st) day following receipt of the Claim by City. If City had a thirty (30) day extension, the Claim shall be deemed denied upon the ninety-first (91st) day following receipt of the Claim by City.

9.2 CONTRACTOR'S BURDEN OF PROOF ON CLAIM

- A. The Contractor shall have the burden of proof to demonstrate entitlement and damages.
- B. If the Contractor, on behalf of itself or its Subcontractors and Suppliers seeks an adjustment in the Contract Price or Contract Time not supported by Project cost records meeting the requirements of ¶3.10, *Cost Records*, the Claim is waived.
- C. Compliance with the record keeping requirements set forth in this Contract is a condition precedent to recovery of any costs or damages related to or arising from performance of the Contract Work. If City establishes non-compliance of the record-keeping requirement set forth in ¶ 3.10, *Cost Records*, no adjustment shall be made to the Contract Price and/or Contract Time with respect to that Claim.

9.3 LITIGATION

- A. As a mandatory condition precedent to the initiation of litigation by the Contractor against City, Contractor shall comply with all provisions set forth in this Contract including those stated in Article 5 and Article 9.
- B. Any litigation brought against City shall be filed and served on City within 365 days from either the issuance of the Certificate of Substantial Completion for the entire Contract or Final Acceptance if no Certificate of Substantial Completion of the entire Contract is issued.
- C. Venue and jurisdiction shall vest solely in the King County Superior Court.
- D. Failure to comply with these mandatory condition time requirements shall constitute a waiver of the Contractor's right to pursue judicial relief from or against the City.

ARTICLE 10: MISCELLANEOUS

10.1 COMPENSATION, WAGES, BENEFITS AND TAXES

City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold City, its elected officials, officers, agents and employees, harmless

against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

10.2 PREVAILING WAGES

The Contractor shall comply with the minimum wage requirements of RCW 39.12, as amended, including the obligation to pay at least the hourly minimum wage and fringe benefits to workers as required by RCW 39.12. The Contractor shall also post all notices required by the Washington Department of Labor & Industries on forms provided by the Department of Labor & Industries. The Contractor shall timely provide a "Statement of Intent to Pay Prevailing Wages" and timely provide an "Affidavit of Prevailing Wages Paid."

10.3 SUCCESSORS AND ASSIGNS

City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other with respect to all covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to it hereunder, without the previous written consent of City.

10.4 THIRD PARTY AGREEMENTS

Except as otherwise may be provided, the Contract shall not be construed to create a contractual relationship of any kind between: any architect, engineer, construction manager, Subcontractor, Supplier, or any persons other than City and Contractor.

10.5 NONWAIVER OF BREACH

No action or failure to act by City shall constitute a waiver of any right or duty afforded to City under the Contract; nor shall any such action or failure to act by City constitute an approval of or acquiescence in any breach hereunder, except as may be specifically stated by City in writing.

10.6 NOTICE TO CITY OF LABOR DISPUTES

- A. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract, Contractor shall immediately give Notice, including all relevant information, to City.
- B. Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by any actual or potential labor dispute, all Subcontractor or lower-tiered Subcontractor shall immediately notify the next higher tier Subcontractor. Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

10.7 HEADINGS

The headings used in the Contract are for convenience only and shall not be considered a part of or affect the construction or interpretation of any contractual provision therein.

10.8 CHOICE OF LAW

In the event that either party shall bring a lawsuit or action related to or arising out of this Contract, such lawsuit or action shall be brought in the Superior Court, King County,

Washington. This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Washington.

10.9 SEVERABILITY

The provisions of this Contract shall be effective in all cases unless otherwise prohibited by Washington State Law or applicable Federal Law. The provisions of this Contract are separate and severable. The invalidity of any sentence, paragraph, provision, section, Article, or portion of this Contract shall not affect the validity of the remainder of this Contract.

ATTACHMENT B

Retainage Agreement

RETAINAGE AGREEMENT

Item 9.

Contract Title _____

 Contract Date _____
 Contractor Name _____
 Contractor Address _____

 Contractor Phone _____
 Contractor Federal ID # _____

State Law on How Contract Retainage Monies can be Reserved:

RCW 60.28.010 Retained percentage, labor and material Contracts for public improvements or work other than for professional services, provides that there shall be reserved by the city from the monies earned by the contractor on estimates during the progress of the improvement or work, a sum of five percent of such estimates, said sum to be retained by the city as a trust fund for the protection and payment of any persons performing work or supplying provisions or supplies during the work. The monies reserved for contract retainage may be reserved by the contractor choosing one of the following four options:

All investments selected below are subject to City approval.

Contractor Options (Contractor shall place an "x" in one of the boxes below.)

- (a) Retained in a non-interest bearing fund by the public body until released in accordance with applicable state statutes;
- (b) Deposited by the public body in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until released in accordance with applicable state statutes, provided that interest on such account shall be paid to the contractor;
- (c) Placed in escrow with a bank or trust company by the public body until released in accordance with applicable state statutes. The cost of the investment program and the risk thereof is to be borne entirely by the contractor.
- (d) Contractor may submit a Retainage Bond equal to 5% of the total awarded bid amount for all schedules to be held by the public body until released in accordance with applicable state statutes.

Contractor's Bank

If Contractor selects options (b) or (c) above, Contractor shall designate below the bank in which the retainage is to be deposited:

ACCOUNT NO. _____
 BANK NAME _____
 BANK ADDRESS _____

 BANK PHONE # _____

Agreement

Contractor and City agree that all or part of the monies in the account can only be approved for disbursement by Bank to Contractor upon written authorization of the City Finance Director, or his/her authorized designee.

By _____ By _____
 City of Mercer Island Contractor

Date _____ Date _____

ATTACHMENT C

Performance and Payment Bonds

PERFORMANCE BOND To City of Mercer Island, WA

Bond No. _____

The City of Mercer Island, Washington has awarded to _____ (Principal), a contract for the construction of the project designated as _____, Project No. _____, in Mercer Island, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name Date

Printed Name Date

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

07/17/17

ATTACHMENT D
Scope of work

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of the City's determination that the Supplier's work has been completed in accordance with the Contract.

AMR: Automated Meter Reading System. For the purpose of these Contract Documents, this refers to the AMR system provided by Sensus Metering Systems, consisting of all FlexNet system components, tower gateway BaseStation, regional network interface, meter transmitters, installation tools and equipment, licensed software (including Sensus' Logic), and all other related components.

Available Meter: A City meter connected to a fully functioning meter transmitter (also known as an endpoint or SmartPoint), that is used in calculating the read rate during a Billing Window. An available meter satisfies all of the following criteria:

- a. It is installed in compliance with the procedures and specifications approved by and provided to the City in writing by the Supplier.
- b. It functions properly, is not damaged, and does not fail to transmit meter reading information during a Billing Window.
- c. It is serviced by a TGB, FNP, or other network equipment that has not been subjected to a power failure greater than eight (8) continuous hours during a Billing Window.
- d. Neither it, nor the TGB, FNP, or any other network equipment that serves that meter has been affected by a Force Majeure event.
- e. Interference or jamming of the radio spectrum is not preventing or interfering with radio communication to and from the meter transmitter, provided the Supplier is diligently working to effect a cure and provides a weekly status report.
- f. It is installed in a mutually agreed upon coverage area of the City, as defined in the Supplier's propagation study.
- g. It has not been reported by the City under the maintenance service agreement with the Supplier, unless the Parties agree that the reason for the report was resolved before the Billing Window opened or that the meter is functioning normally.
- h. Its functioning or performance has not been adversely affected by a failure of the City to perform its obligations or tasks for which it is responsible, or to properly maintain network equipment owned by the City.

Billing Window: A three-to-four-day period beginning one to two days prior to, and ending two days following, the City's preferred billing day for a particular meter.

Change Documentation: A written document agreed upon by the Supplier and the City, which if it creates a material change to the Contract terms or Specifications shall be executed as a Change Order.

Change Order: A written change to the Contract modifying, deleting or adding to the terms, conditions, or scope of work, signed by the City with or without notice to the sureties.

City: City of Mercer Island, an optional code city, as the party contracting with the Supplier to receive the Equipment and Services or the Work under this Contract.

Commissioning Period: The period beginning with training and concluding with performance testing and final acceptance.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the City and the Supplier for completion of the Work under the Contract.

Contract Price: The total amount payable by the City to the Supplier for performance of the Work in accordance with the Contract.

Contract Schedule: The schedule for the Supplier's provision of the Equipment and Services, and attached as Attachment C.

Contract Time: The total time for the Supplier to perform the Work as set out in the Contract Schedule.

Day: Calendar day.

Documentation: Technical publications relating to the use of the software or services to be provided by the Supplier under this Contract, such as reference, user, installation, systems administration, and technical guides, delivered by the Supplier to the City.

Equipment and Implementation Services: The furnishing of materials, equipment, custom software, consulting, design, labor, time, and effort by the Supplier during the installation and initial operation of the supplied AMR system during the contract term.

Ferguson or The Supplier: The corporation contracting with the City to provide the Equipment and Services or perform the Work under this Contract.

Final Acceptance: The date as of when the City acknowledges in writing that the Supplier has performed the Work through installation as defined herein.

FlexNet: The AMR system provided by Sensus Metering Systems.

FlexNet Network Portal (FNP): Also referred to as a repeater. A pole-mounted unit with simple store and forward capability that communicates directly to a TGB.

Force Majeure: Means an event that is unforeseeable as of the Effective Date and that is beyond the reasonable control of the Supplier and the City that prevents one or more parties from meeting their obligations under the Contract. The term force majeure may include but is not limited to:

- Natural disasters declared by the governor of Washington or President of the United States, including but not limited to earthquakes.
- Acts or omissions of any government entity acting within its governmental capacity.
- Fire or other casualty for which the Supplier or its Subcontractors and/or Suppliers are not responsible.
- Quarantine or epidemic.
- Strike or defensive lockout; and,
- Unusually Severe Weather Conditions.

Integration Specialist: Individual designated by Ferguson to work with Sensus, InHANCE, and the City to integrate import/export files to facilitate the population of information into Sensus

Analytics as well as provide files to facilitate the transfer of reads into InHANCE for the purpose of providing water billing.

Meter Transmitter: Also referred to as a transmitter unit, an endpoint, or a Sensus SmartPoint. The radio transmitter installed at a given meter location to transmit information from the meter register to the FlexNet system.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individuals designated by the City and the Supplier, as applicable, to manage the project on a daily basis and who may represent the City and the Supplier respectively for Contract administration.

Proposal: The Supplier's direct proposal (cover letter dated August 7, 2019) to the City and all submissions by the Supplier and Sensus Metering Systems in response to the City's RFP.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Regional Network Interface (RNI): Equipment and Sensus' Logic software used to gather, store, and report data collected from meter transmitters and TGBs that are part of the FlexNet system. The Logic software operates on the RNI.

RFP: Request for Proposals - the solicitation documents (dated June 26, 2019) issued by the City to select the Supplier, including any addenda.

Subcontractors: A subcontractor shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Supplier, or with any Subcontractor of any tier for the performance of any part of the Contract. When the City refers to Subcontractor(s) in the Contract Documents, for the purposes of the Contract Documents and unless otherwise stated herein, the term "Subcontractor(s)" includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materials men. The Supplier shall identify all Subcontractors that the Supplier proposes to perform any portion of the Work which shall be subject to the City's prior written approval, such approval to be given in the City's sole discretion.

Specifications: A section of the Contract consisting of written descriptions of Services to be performed, or the Equipment to be provided or the technical requirements to be fulfilled under this Contract and the Contract Documents.

Touch Coupler: An inductive coupler connection from a water meter register to the meter transmitter.

Tower Gateway Basestation (TGB): The hardware, firmware, and software installed at a tower site and used to communicate by radio with meter transmitters and the RNI.

Unread Meter: Any available meter that is not read by the FlexNet system during a Billing Window.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all Equipment, software, hardware and services specified under this Contract, including Change Orders, also referred to as "Equipment and Services."

SCOPE OF SERVICES

Background

Incorporated into this Contract by reference is the following document, which the Supplier submitted in response to the City's request for proposals (RFP, dated December 6, 2019) and which provides detailed information related to the equipment and services to be furnished by the Supplier under this Contract:

"Proposal for an Advanced Metering Reading System for City of Mercer Island (Project No. 4-12), cover letter dated August 7, 2019". Throughout this Scope of Services, this document will be referred to as the "Proposal".

Where this Contract Scope of Services differs from information presented in the Proposal and the RFP, this Contract Scope of Service shall take precedence.

Summary of Work

This project includes work and equipment required to implement an Advanced Metering Reading (AMI) System, as set forth in detail in the Proposal. This includes the following components:

1. Furnish and install FlexNet AMI system, provided by Sensus Metering Systems.
2. Furnish and install Tower Gateway Basestations (TGBs) (and Repeaters if required).
3. Furnish and install replacement Sensus Water Meters at all water service meter locations (list and/or map of locations to be provided by the City).
4. Furnish and install Meter Transmitters (i.e., SmartPoints).
5. Furnish and install a Regional Network Interface (RNI), comprised of a Cloud Based environment interfaced with City's billing system.
6. Furnish and install the backhaul communication system capable of transferring data from the TGBs to the RNI.
7. Furnish and install data hosting capabilities.
8. Obtain all Federal, State, and local permits required for installation and operation of the system.
9. Provide technical and installation support to the City during deployment.
10. Provide training sufficient to enable City personnel to operate and maintain the system.
11. Enter into an annual maintenance agreement for the ongoing maintenance of the system.

The Supplier will provide backup documentation of work products as appropriate to adequately record the Supplier's work, including assumptions made, regulation interpretations, methodology used, calculations, rationale supporting recommendations, and meeting or conversation records. Standards for the design deliverables will be as determined by the City.

1. General Project Requirements

- a. Sensus meters and Smartpoints shall be provided to meet all national standards and be identified by unique serial numbers.
- b. All equipment will be supplied to communicate with an AMI system that will enable it to obtain timely, accurate, and automated meter readings.
- c. The data Analytics system will be capable of extracting and analyzing water consumption stored in the Meter Data Management System for review, analysis and use by City Staff.

2. General Project Roles and Responsibilities

The Supplier shall:

- a. Provide a project manager acceptable to the City to coordinate all Sensus FlexNet installation activities with the City and be the main contact point between the Supplier and the City during system deployment. The project manager will also coordinate all installation activities with the Sensus field engineers and contract installation crews hired by the Supplier to install equipment that is the responsibility of the supplier.
- b. Conduct a propagation study to confirm the locations best suited for installation of the TGBs and possible Repeaters, and to ensure proper communications between the meter transmitters and the RNI.
- c. Install TGB mounting poles for those locations where said poles will be owned and maintained by the City.
- d. Install the TGBs (and Repeaters if necessary) equipment and run all data and power cables between the antennae and the TGBs/Repeaters.
- e. Provide access to RNI Launch Pad in the cloud. Provide training to operate the software and manage the RNI to identified personnel at the City's location.
- f. Furnish secure direct link to hosted RNI system. Provide Cloud based access to City preapproved users.
- g. Stage all software and configure the RNI for operation with the Sensus FlexNet network.
- h. Furnish the communications link between the RNI and the TGBs.
- i. Test and verify proper configuration of the RNI and access the TGBs.
- j. Set up the software application to export billing data from Sensus Analytics to a file that can be imported to the City's InHANCE billing system.
- k. Install replacement meters, replacement meter registers, and meter transmitters.

The City shall:

- a. Provide a secured area at each TGB site owned by the City, for installation of the TGB cabinet, Installation type to be determined.
- b. Provide padlocks at TGB locations for security purposes.
- c. Provide a 240 VAC power source at each TGB site from which the Supplier shall convey power to the TGB.
- d. Provide a main point of contact and contact information for project management activities to work with the Supplier project manager to help facilitate timely installation of the FlexNet system.
- e. Pay monthly fees associated with the network access for all sites where network access is needed.
- f. Allow a minimum of thirty (30) to forty-five (45) days from the time the TGBs, RNI, and sufficient meter transmitters have been operational before requiring that data be used for billing purposes.

- g. Perform system backup on a regular basis as recommended by Sensus.
- h. Provide remote network access to the RNI computer and TGB network by authorized Sensus AMI Technical Services personnel for the purpose of performing system maintenance, troubleshooting and system monitoring. (Note: Sensus personnel shall coordinate with City IT staff to have a remote login port opened only during the period Sensus requires access.)

3. TGB Site Responsibilities

The TGB configuration for this project is outdoor TGB units at seven locations as summarized in the table below.

TGB Site No.	Location	Mounting Structure
1	City Hall / Shops	New Pole (City Owned)
2	Water Reservoir / Pump Station Site	Existing Tower
3	Island Crest Ballfield	Existing Light Pole
4	South Point Landing; 85th	Replaced Utility Pole (PSE, Lumen, or Comcast)
5	East Side; 72nd	Replaced Utility Pole (PSE or Lumen)
6	South Mercer Playfield	New Pole (City Owned)
7	Roanoke Park	Replaced Utility Pole (PSE)

The Supplier shall:

- a. Provide the TGBs and antennas sufficient to receive meter data and provide the meter data to the RNI at all seven (7) sites.
- b. Provide the following ancillary site work:
 - i. Install new wood poles at Sites 1 and 6.
 - ii. Install TGB cabinets and antennas at sites 1,2,3, and 6.
 - iii. Install TGB cabinets only at sites 4,5 and 7. PSE to install Antenna
 - iv. Obtain all required permits, excluding those associated with joint facilities arrangements made with other utilities (e.g., PSE, Lumen, and Comcast), for which the City will be responsible.
 - v. Contract a private locator to locate underground utilities not located by One-Call.
- c. Make all data and power terminal, and antenna connections at the TGB cabinets. This includes the connection to the power source, and connection to the data line from the network access point.
 - i. Provide all bracketing needed to mount the antennas to structure to be determined.
 - ii. Mount TGB cabinets per item 1 above.
 - iii. Provide all strapping hardware needed to run the data and power cables from the base of the TGB sites to the antennas.
 - iv. Connect to a ground field to properly ground the TGB and antenna equipment.

The City shall:

- a. Provide an area at TGB sites 1, 2, 3, and 6 for installation of the TGB cabinet.
- b. Coordinate with other utilities (e.g., PSE, Lumen, or Comcast) for provision of an area for TGB cabinet installation at TGB sites 4, 5, and 7.
- c. Provide padlocks at TGB locations for security purposes.
- d. Provide a 240 VAC power source at each TGB site from which the Supplier shall convey power to the TGB

4. Project Management

- a. Ferguson will assign a Project Manager (PM) acceptable to the City who is responsible for the overall planning and execution of the FlexNet project, employing Sensus processes. This position is also responsible for business planning, network deployment, optimization, systems acceptance testing, and customer acceptance. The Ferguson Project Manager (PM) will interact with installation professionals throughout the City's Advanced Metering Infrastructure project, supervise on-site Sensus personnel, and coordinate activities related to the FlexNet deployment project. This position will help develop, and adhere to, cost, quality, and schedule parameters. The Project Manager will schedule and conduct periodic reviews and impose scheduled maintenance and operational tests to ensure system performance. The Project Manager (PM) will develop topics for and conduct routine meetings with the City and vendors associated with the deployment project, reviews with corporate headquarters, and conduct special meetings as necessary. Project Managers are responsible for daily activities for the deployment project and are assigned to work with customers upon project award and after initial scoping exercises.
- b. The City will be asked to assign a Project Manager to act as the single point of Contact to Ferguson's Project Manager to assist in relaying information between Contractors and the City.

5. Phased Deployment:

- a. Phase 1: Initial Deployment
 - i. Network Design and Installation
 - a) Antenna and TGBs will be installed based on the Propagation Study results.
 - ii. RNI Established
 - a) RNI will be Configured by Ferguson to the City's unique profile.
 - iii. Software Integration
 - a) Ferguson and Sensus will work directly with InHANCE and the City to provide a custom integration between Sensus Analytics and InHANCE.
 - iv. Endpoint Installation
 - a) 400-650 water service connection endpoints
 - b) 80-100 additional Smartpoints to be installed at the end of Phase 1 (connected to Sensors.)
 - v. Phase 1 Acceptance Criteria

Network deployment is achieved when: 1) all necessary TGBs have been installed; 2) all necessary REPEATERS have been installed; 3) the RNI has been Commissioned and receiving signal to and from Smartpoints; and 4) the FlexNet system is providing coverage for the entire water service area as defined in the RFP. Acceptance of Milestone 1 will occur when the network is performing successfully according to a Supplier-provided and City-approved testing plan.
- b. Phase 2: Mass Deployment
 - i. Endpoint Installation – See RFP Section VI, Part F
 - ii. Customer Portal Set up

- a) Customer Portal is web based so customers can access at their convenience at any time. The Portal is linked with the City's interface to provide real time account information as well as any other notices the City wishes to have available. English and Spanish are provided by default and other languages are available if required.
 - b) Notifications can be scheduled or pushed out on demand to the entire customer base or a small subset. Each notification can be sent in the default language of the customer portal user and can be displayed on the website, SMS Test, Email or any combination herein. Expiration of a notification can also be set to manage messaging that is displayed on the site directly.
- iii. Phase 2 Acceptance Criteria
- a) System acceptance will be determined on an individual route basis. A complete route will be installed, optimized, and then evaluated for acceptance (per the approach and calculation set forth below) and accepted before proceeding to the next route installation. Acceptance of a route will occur when system performance has reached or exceeded a reading rate of 99.5% during a three-day reading period. The reading rate is defined as the number of meter transmitters installed on the AMI system that successfully provide a reading during the defined reading period, divided by the total number of meter transmitters installed on the system at that time. A meter transmitter will not be included in the reading rate calculation if any of the following situations apply:
 - A. The unit is adversely affected by a Force Majeure event or an Act of God.
 - B. The unit cannot communicate with the system due to an object being placed over it (e.g., a parked automobile).
 - C. The unit is removed from service during the reading period.
 - D. The unit's daily reads are lost due to a TGB power failure that lasts more than 24 hours.
 - E. The unit is damaged or tampered with.
 - F. The unit is installed in an area outside of the water service area.
 - b) By accepting a route, both the City and the Supplier will be acknowledging the following, with regard to all initial system elements (including meter transmitters):
 - A. The system elements have been installed in compliance with the procedures and specifications approved and provided by the Supplier.
 - B. Their performance or functioning has not been adversely affected by a failure of the City to perform its obligations or tasks for which it is responsible.

6. Work order Management

During meter deployment, PMI (the installation contractors) will utilize a Work order management program that will collect predefined information regarding each installation. This information will include unique identifying serial numbers to load into Mercer Island's InHANCE billing system.

- a. With the assistance of an InHANCE programmer, Mercer Island will determine the required InHANCE data fields needed to process a meter replacement in the InHANCE billing system. Certain specific data is required in the InHANCE Billing system; if the data is not needed by PMI's system, the data must still be stored by PMI and imported back into InHANCE upon completion of EACH meter change out.

The InHANCE programmer has created three files that will automate the meter change-out process for billing.

- b. The “Export from InHANCE” file will include data needed by PMI and InHANCE. If any data is missing and needed for PMI (and data resides in InHANCE) the file can be modified.
- c. During the MERCER ISLAND Pre-Testing (Step 1) PMI shall provide programming expertise to thoroughly create, configure, and test the use of these program files during the electronic data transfers between PMI’s system and the City’s InHANCE billing system. This process shall be a team approach between the City, PMI and InHANCE. PMI shall provide the City as much telephone and/or web session access to PMI’s programmers as necessary in the City’s sole discretion to perfect the automated process of updating of all InHANCE accounts for accurate billing.

7. Training and Documentation

- a. Field training shall be provided for City staff throughout the project. The staff will be training on “best practices” on installing and activating a Smartpoint. In addition, they will be trained on how to trouble shoot in the field.
- b. Once the City has Meters and SmartPoints installed and communicating with the FlexNet Base- Stations, the data is entered into the CIS System. A VFLEX File is passed to the SFTP server and processed in Sensus Analytics so that there is data in the Software for training.
- c. The Ferguson Enterprises, Inc. Integration Specialist and Project Manager are available throughout the project to assist with any training issues or system questions that may arise from City of Mercer Island personnel at any time. An AMI system is a giant leap in technology for any utility and Ferguson represents it is always available to assist City of Mercer Island through the process of system operations until City staff are completely comfortable operating the system.
- d. Training is scheduled once the Software Integration has been completed and validated by both Sensus and the City of Mercer Island. The trainer will be available for 2-3 days as necessary for the City of Mercer Island. When Possible, training will be onsite. However, remote training may be required in lieu of onsite training. Training covers both the Administrator Responsibilities and functions as well as the Operator Responsibilities and functions. There are Job Aids to assist with daily prioritizing of system work or monitoring. A detailed training agenda will be provided by the trainer and coordination as to the timing of the event as well as determining who should attend what sessions.
- e. Training Manuals are provided for all attendees. Included in the manuals are the specific Job Aids for each Administrator and Operator role.

8. Project Completion and Closeout Activities

- a. Project is considered complete when:
 - i. System is fully deployed and achieves a Read Interval Success Rate of 99.5% or above over a 3-day window, and system has been accepted by the City.
 - ii. Integration is completed and a successful read is performed using Analytics.
 - iii. RNI and Analytics training is completed, and manuals are provided.
 - iv. All deliverables have been provided and accepted by the City.

ATTACHMENT E
Pricing

PRICING NOTES

Prices include all applicable WA state taxes. All wages will comply with WA State L&I requirements.

Prices are to remain firm through the term of the contract, with the following exception:

- Prices for labor associated with installation of water meters, registers, and transmitters furnished under this Contract shall remain firm through one year after the date of Contract execution. If the installation schedule exceeds this time frame due to unforeseen circumstances, pricing related to labor to be provided beyond that time frame associated with installation of water meters, registers, and transmitters will increase following the published Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton area, up to a maximum allowed annual increase of ten (10) percent. The price increases will apply to the installation unit costs shown in Table 6 (Installation of Water Meters, Registers, and Transmitters) and will be calculated every six (6) months, beginning one year after the date of Contract execution. The calculation approach will be as follows, with “July 2023” being used in the example below as the example month, reflecting a Contract execution date in July 2022 (dates are to be modified if Contract execution occurs in a month other than July 2022).
 - The percent increase effective beginning one year after the date of Contract execution (e.g., July 2023) will be determined as: $\left(\frac{\text{CPI-U June 2023}}{\text{CPI-U June 2022}} - 1\right) * 100$. If this value is greater than 10, then 10 shall be used. This value represents the percent change allowed in labor unit pricing and will be applied to the installation unit costs shown in Table 6.
 - The percent increase effective beginning six months after one year after the date of Contract execution (e.g., January 2024) will be determined in similar fashion to that above, as: $\left(\frac{\text{CPI-U December 2023}}{\text{CPI-U June 2023}} - 1\right) * 100$. If this value is greater than 5 (reflecting a half-year period of maximum increase), then 5 shall be used. This value represents the percent change allowed in labor unit pricing and will be applied to the previously-increased installation unit costs.
 - Additional price increases will be calculated every six (6) months thereafter, following the above methodology.
 - At no time will a price decrease be calculated. If the CPI-U decreases over a calculation period, unit prices will hold constant.

AMI PRICING SUMMARY

Table No.	Description	Total Cost
1	Electronic Meters	\$1,583,188.25
2	Transmitter Units – AMI	\$ 1,036,502.82
3	Data Collection/Communication System - AMI	\$347,000.00
4	MDMS/Data Analytics – Data Hosting (Up Front Costs)	\$30,859.37
5	Customer Portal (Up Front Costs)	\$9,088.54
6	Installation of Water Meters, Registers, and Transmitters	\$1,475,617.43
7	Project Management Training (upfront and during deployment)	\$77,700.00
NA	Minor Changes	\$73,780.87
	Subtotal	\$4,633,737.28
	Estimated taxes at 10.1%	\$468,007.47
	Total	\$5,101,744.75

AMI PRICING DETAILS**Table 1. Electronic Meters**

Meter Size	QTY	Unit	Total
5/8"	2963	\$ 133.33	\$ 395,056.79
¾"	2116	\$ 139.58	\$ 295,351.28
1"	1868	\$ 203.12	\$ 379,428.16
1.5"	661	\$ 468.33	\$ 309,566.13
2"	231	\$ 657.11	\$ 151,792.41
3"	19	\$ 1,580.60	\$ 30,031.40
4"	8	\$ 2,745.26	\$21,962.08
Total			\$ 1,583,188.25

Table 2. Transmitters

	Qty	Unit	Total
Smartpoints	7866	\$ 131.77	\$ 1,036,502.82
Total	7866		\$1,036,502.82

Table 3. AMI System Reading Equipment Services

Equipment Description	Quantity to be supplied	Unit Cost	Total Cost
Fixed data collection units, including firmware and installation	7	\$48,500.00	\$339,500.00
Backhaul communications infrastructure. Backhaul service by the City.	5	\$ 1,500.00	\$7,500.00
Other (describe)			
Total:	---	-	\$347,000.00

Notes: Installation cost of Collectors could change as the final system design requires assistance from PSE and Lumen altering original scope. Additional costs may include any special permitting and or engineering drawings.

Table 4. MDMS/Data Analytics- Data Hosting Upfront costs

Equipment Description	Quantity to be supplied	Unit Cost	Total Cost
Meter Data Management	1	\$30,859.37	\$30,859.37
Other (describe)			
Total:	---		\$30,859.37

Table 5. Customer Portal – Upfront Costs

Description	Quantity to be supplied	Unit Cost	Total Cost
Customer Portal	1	\$9,088.54	\$9,088.54
Other as needed to meet the requirements (describe)			
Total:	---	---	\$9,088.54

Table 6. Installation of Water Meters, Registers and Transmitters

Size/Description	Quantity	Unit Cost	Total Cost
Meter/Transmitter Installation (full meter replacement)			
5/8"	2,963	\$ 122.65	\$ 363,411.95
3/4"	2,116	\$ 122.65	\$ 259,527.40
1"	1,868	\$ 133.61	\$ 249,583.48
1.5"	661	\$ 355.55	\$ 235,018.55
2"	231	\$ 355.55	\$ 82,132.05
3"	19	\$ 1,155.90	\$ 21,962.10
4"	8	\$ 1,609.98	\$ 12,879.84
Meter Box/Lid Modifications			
Full Box Replacement	400	\$ 67.41	\$ 26,964.00
Lid Replacement	4,000	\$ 8.14	\$ 32,560.00
Lid Hole Drilling	3,466	\$ 15.73	\$ 54,520.18
Salvage Value of Replaced Meters			
Meter Salvage	7,866	\$ (1.00)	\$ (7,866.00)
Additional Installation Services/Requirements			
Staging Area	1	\$ 45,000.00	\$ 45,000.00
Installation Program Management	1	\$ 28,500.00	\$ 28,500.00
Total Installation Cost:			\$ 1,475,617.43

Table 7. Project Management Training (upfront and during deployment)

Item Description	Quantity to be supplied	Unit Cost	Total Cost
Initial and 6-month and 12-month follow-up on-site training. Includes all travel costs.	9	\$ 1,300.00	\$ 11,700.00
	(days)		
Subsequent training, 8 hour days. Includes all travel costs.	(days)		
Ferguson System Optimization (per month)	12	\$ 5,500.00	\$ 66,000.00
Other (describe)			
Total:			\$ 77,700.00

ATTACHMENT F Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Apr 3, '22									
								T	F	S	S	M	T				
1		Contract from Mercer Island			Mon 6/27/22												
2		City Council			Fri 4/1/22												
3		Utility board Mtg			Tue 7/19/22												
4		Signed contract from Mercer Island			Fri 7/29/22												
5		Order Basestation	16 wks	Mon 8/1/22	Fri 11/18/22												
6		Project Kick off Meeting	1 day	Thu 11/3/22	Thu 11/3/22												
7		Begin Integration	8 wks	Thu 11/3/22	Wed 12/28/22												
8		Install basestation	2 wks	Mon 11/21/22	Fri 12/2/22												
9		Commission and Optimization	120 days	Mon 12/5/22	Fri 5/19/23												
10		RNI training	2 days	Tue 1/3/23	Wed 1/4/23												
11		Analytics training	2 days	Mon 1/9/23	Tue 1/10/23												
12		Book 1 (694)	17 days	Tue 4/4/23	Wed 4/26/23												
13		Book 2 (934)	20 days	Thu 4/27/23	Wed 5/24/23	12											
14		Book 3 (916)	16 days	Thu 5/25/23	Thu 6/15/23	13											
15		Book 4 (916)	14 days	Fri 6/16/23	Wed 7/5/23	14											
16		Book 5 (705)	12 days	Thu 7/6/23	Fri 7/21/23	15											
17		Book 6 (736)	13 days	Mon 7/24/23	Wed 8/9/23	16											
18		Book 7 (777)	13 days	Thu 8/10/23	Mon 8/28/23	17											
19		Book 8 (637)	10 days	Tue 8/29/23	Mon 9/11/23	18											
20		Book 9 (668)	12 days	Tue 9/12/23	Wed 9/27/23	19											

Item 9.

Project: Mercer Island revised S
Date: Thu 6/23/22

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Apr 3, '22						
								T	F	S	S	M	T	
21		Book 10 (683)	13 days	Thu 9/28/23	Mon 10/16/23	20								
22		Book 24 (59)	5 days	Tue 10/17/23	Mon 10/23/23	21								
23		PSE Installation TBD												
24		Project Close out TBD												

Item 9.

Project: Mercer Island revised S
Date: Thu 6/23/22

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ATTACHMENT G
Sensus Product Warranty

Sensus Limited Warranty

1. General Product Coverage. Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").

2. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

3. ally® Meters that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at sensus.com for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

4. iPERL® Meters that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

5. SR II maincases are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

6. Sensus OMNI™ Meters and Propeller Meters are warranted to perform to as set forth in OMNI and Propeller data sheets for one (1) year from the date of Sensus shipment.

7. Sensus accuMAG™ and Hydroverse™ Meters are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

8. Sensus Registers are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 1" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 1" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

9. Sensus Electric and Gas Meters are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

10. Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years ¹
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years ²
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years ³

¹ Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

² Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

Sensus® Electronic Register+™	20 years ⁴
Sensus® Smart Gateway Sensor Interface	1 year ⁵
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years ³

11. ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years ⁶
Sensors	5 years
Valve & Gear Motor	5 years ⁷
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years ⁶

³ Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads,
- SmartPoint 510M/520M/515M/512M-PLS Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

⁴ Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list price in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

⁵ Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

⁶ If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

⁷ Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

12. iPERL and ally Connectors and Cables are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

13. Third-Party Devices are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

14. Software. Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

15. Return. Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

16. Warranty Exceptions and No Implied Warranties. This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

17. Limitation of Liability. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION

(COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.



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

**AB 6114
July 19, 2022
Consent Agenda**

AGENDA BILL INFORMATION

TITLE:	AB 6114: Appropriation for Lobbyist Services	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Authorize the City Manager to negotiate and execute a contract for lobbyist services and appropriate the funds needed for lobbyist services for 2022.	

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Proposal from Federici, Esser & Gallagher 2. Lobbyist Services Scope of Work
CITY COUNCIL PRIORITY:	2. Articulate, confirm, and communicate a vision for effective and efficient city services. Stabilize the organization, optimize resources, and develop a long-term plan for fiscal sustainability.

AMOUNT OF EXPENDITURE	\$ 30,000
AMOUNT BUDGETED	\$ Choose an item.
APPROPRIATION REQUIRED	\$ 30,000

EXECUTIVE SUMMARY

The purpose of this agenda bill is to confirm the selection of the lobbyist team of Federici, Esser & Gallagher, authorize the City Manager to negotiate a contract for lobbyist services, and appropriate the funds needed for lobbyist services in 2022, in the amount of \$30,000.

- The 2022 Washington State Legislative session required a significant amount of attention and engagement by the Mayor and City Council, the City Manager, the Leadership Team, and other City staff.
- At the conclusion of the legislative session, the City Manager debriefed with Council leadership and decided to explore working with a contract lobbyist. The level of work required during the last legislative session was simply not sustainable with current resources.
- At the April 19, 2022 City Council meeting, City Council authorized a [Request for Proposals](#) (RFP) process to solicit lobbyist firms and individuals.
- An ad-hoc committee of Councilmembers and City staff conducted interviews with two applicant firms and selected the team of Nick Federici, Luke Esser, and Anita Gallagher to provide the City lobbyist services.

- Funding for this contract will come from General Fund surplus for 2022 and will be included in the 2023-2024 budget.

BACKGROUND

State and federal regulations have a significant impact on communities at the local level and require the action and advocacy of City Council and staff. The issues that Mercer Island Councilmembers and City leadership tracked during the 2022 legislative session included, among others:

- Housing legislation including [ESHB 1660](#) and [HB 1770](#)
- Police reform legislation
- Open Public Meetings Act legislation
- The State budget, including impacts on the Public Works Trust Fund

Councilmembers and City leadership dedicated substantial time responding to these issues by engaging with the Mercer Island community, communicating with elected officials, and developing statements and positions to represent community interests.

At the conclusion of the legislative session, the City Manager debriefed with Council leadership and decided to explore working with a contract lobbyist. The level of work required during the last legislative session was simply not sustainable with current resources.

At the April 19, 2022 City Council meeting, City Council approved the scope of work and authorized an RFP process to solicit proposals from lobbyists (see [AB 6061](#)). The RFP was issued in late April 2022, closed on May 19, 2022, and yielded submissions from two local firms. An ad-hoc committee of Deputy Mayor Rosenbaum, Councilmember Jacobson, and Councilmember Weiker, along with City staff, reviewed submissions and conducted interviews with these two firms in early June.

ISSUE/DISCUSSION

The ad-hoc committee recommends the lobbying team of Nick Federici, Luke Esser, and Anita Gallagher given their experience, expertise, at both the state and Federal level, and demonstrable understanding of the issues in the region and in particular, on Mercer Island (see the team's Proposal to the City's RFP in Exhibit 1).

If authorized, the City will enter into professional service agreement through the end of 2024 with the lobbying team of Nick Federici, Luke Esser, and Anita Gallagher for year-round lobbyist services focused on the 2023 and 2024 legislative sessions.

Lobbyist services were not included in the 2021-2022 budget, so an appropriation of \$30,000 (\$6,000 per month) is needed to cover the contract for the remainder of this year. The estimated contract costs for 2023 and 2024 will be included in the biennial budget.

The full scope of work is attached as Exhibit 2 and summarized below:

- Development of legislative priorities and strategies to achieve them.
- Representation with state and Federal committees and agencies.
- Monitoring of issues impacting Mercer Island, identification of funding opportunities, and attendance at City Council meetings to provide direct reporting and consultation.

NEXT STEPS

The lobbyist team will begin working with the City Council and staff this summer to develop legislative priorities and will present their initial strategy and approach to the City Council in the fall of 2022.

RECOMMENDED ACTION

1. Authorize the City Manager to negotiate a execute a contract with Federici, Esser, and Gallagher, a Washington-based partnership, for professional lobbyist services; and
2. Appropriate \$30,000 for lobbyist services through 2022.

Cover Letter/Statement of Interest for Proposal by Nick Federici, Luke Esser & Anita Gallagher

In Response to City of Mercer Island Request for Proposals #22-15 for State & Federal Lobbyist

May 19, 2022

We were excited to learn of the City of Mercer Island's interest in retaining the services of state and federal lobbyists, and because we consider our experienced team of professionals to be a perfect fit for the government affairs needs of the City, we are proud to express our interest in this project and to provide the attached proposal.

This proposal from our joint lobbying team of Nick Federici, Luke Esser and Anita Gallagher offers the City of Mercer Island the opportunity to retain three veteran government affairs advocates with expertise in municipal advocacy and a proven ability to perform all of the work detailed in RFP #22-15's Scope of Services, as we have performed that exact same work as lobbyists and as internal governmental affairs staff for the cities of Spokane, Yakima, Sammamish and Tacoma.

We would welcome the opportunity to further discuss this proposal and answer any questions you might have for us at the appropriate time and with the appropriate representatives of the City involved in your selection process.

Our signatures below serve as confirmation of our team's ability to provide all the services detailed in RFP #22-15's Scope of Services and outlined below in our proposal, and we hereby attest to the accuracy of all the submittals contained herein. Thank you for the opportunity to present this proposal.



Nick Federici



Luke Esser



Anita Gallagher

SECTION 1: EXECUTIVE SUMMARY

Thank you for this opportunity to respond to the City of Mercer Island's Request For Proposals #22-15 regarding State & Federal Lobbyist and to present this proposal.

Our joint lobbying team of Nick Federici, Luke Esser and Anita Gallagher offers a unique combination of governmental affairs experience that allows us to provide a comprehensive suite of services to municipalities covering both state and federal relations in all of their various facets: legislative, executive and regulatory.

Nick and Luke have both been working in high-level positions of responsibility in Olympia for more than 20 years and have teamed up to lobby for cities since 2016 (currently representing the cities of Spokane, Yakima, and Sammamish). Anita's experience developed as an internal government affairs professional for the City of Tacoma for nearly a decade.

We have a deep understanding of policy development and funding opportunities at every level of government, we build strong personal relationship with local delegations and with legislative and congressional leaders from around the state, and we help our clients to communicate their needs and to achieve their legislative and administrative goals. We further document our ability to provide all these services in the "Project Experience" section below.

As we will flesh out more fully in the "Project Experience" section, our state and federal lobbying team offers four major advantages to the City of Mercer Island:

1) **Proven Results for City Clients.** Nick and Luke have teamed up since 2016 to provide government affairs services for cities across the state (including the cities of Spokane, Yakima and Sammamish, plus two cities that Luke represents separately), while Anita has directed the government affairs program at the City of Tacoma for both state and federal issues. Each of us have achieved successes for our clients that we will detail more fully below.

2) **Balance and Teamwork.** Nick has been lobbying in Olympia for 28 years on behalf of progressive causes and clients, Luke is a former Republican state legislator and former Chairman of the state Republican Party who has been lobbying in Olympia for more than a decade now, and Anita has worked at the highest levels of non-partisan municipal government affairs development and implementation for both federal and state issues. Our well-rounded team can therefore offer decades of experience and deep relationships on both sides of the aisle, in the non-partisan sphere and in every corner of the state.

3) **Experienced Representation, Always.** We have no interns or junior associates. All work for the City of Mercer Island contained in this proposal will be performed by the three veteran members of our team; collectively we offer a combined 60+ years of high-level experience with state and federal government affairs. You can be confident that every contact made with legislators, the executive branch and federal representatives on behalf of the City of Mercer Island will be made by the three of us, and the three of us only.

4) **Strong Alignment with City Legislative Priorities.** Our review of the City's 2022 Legislative Priorities reveals a strong alignment between those priorities and our professional background and skill set. Of course various issues will be added to or drop off the list of legislative priorities over time, but we have every reason to believe that the same strong alignment will continue.

Nick and Luke represent other clients separately, but have teamed up to offer their services jointly to municipal clients for years now (which is a particular specialty for both). Now we are thrilled to add Anita to our team to lead on federal government affairs issues and offer support to our other government affairs efforts. Nick may be designated as Project Manager if such a

designation is needed, though our proposal is to provide all the services detailed in the proposal below as a team. We propose to provide all of the services detailed in the RFP, and provide all of the advantages discussed in this proposal, to the City of Mercer Island for a price of \$6,000 per month (total, for all three of us).

As a vibrant, state-of-the-art community located in a beautiful natural setting, with a diverse population whose residents prize their unique island identity and their quality of life, it would be an honor for us to represent the City of Mercer Island. Thank you again for the opportunity to present this proposal.

Nick Federici
Nick Federici Govt. Relations
M: (360) 418-1936
nickfederici@gmail.com

Luke Esser
Attorney & Govt. Affairs
M: (425) 736-6067
lukeesser@aol.com

Anita Gallagher
Govt. Affairs Consultant
M: (253) 219-9683
anitamgallagher@gmail.com

SECTION 2: PROJECT APPROACH

We start first with the overarching principles that are the foundation for the services we provide, and then describe our approach to providing all of the government affairs services detailed in the “Scope of Services” section of the RFP. The strategies and tactics that define our approach to advocacy have been honed over decades of experience in government affairs and it has proven itself effective time and time again for our city clients. We are confident that this approach will prove equally as successful for the City of Mercer Island.

OUR OVERARCHING PRINCIPLES

We never forget that we are the public face of our clients to legislators and their staff, the Governor’s Office, personnel at state and federal agencies and to the community at large. Mindful of this important responsibility, the following are the overarching principles that guide us year-round in our advocacy work on behalf of our clients in Olympia and throughout the state:

- Represent our clients in an ethical and professional manner
- Treat everyone with courtesy and civility
- Earn respect and credibility through thorough preparation on every issue
- Maintain open lines of communication and remain accessible
- Keep our word
- There is no substitute for personal contact with key decision-makers
- The Legislative Session begins long before Opening Day
- The Legislative Session isn’t over until the Governor takes action on the last bill
- State and federal agencies never adjourn for the year

ALIGNMENT WITH SCOPE OF SERVICES

Our analysis of the Scope of Services detailed in RFP #22-15 indicates that our project approach aligns perfectly with the state and federal government affairs needs of the City of Mercer Island. Our team of veteran government affairs professionals offer over 60 years in combined high-level experience in Olympia, performing work that encompasses all of the elements contained in the RFP’s Scope of Services. Following below we describe how the specific aspects of our experience align with the Scope of Services.

Assist in the development of legislative priorities for the City of Mercer Island

The value we provide is best measured by our success in helping clients to achieve their goals. As a result, we consider the development of legislative priorities, which represent the goals of

our city clients, as not only a starting point but as the central focus of all of our efforts. That is why we encourage our clients to fully utilize our team's experience and skill set to the greatest extent possible in the development of their legislative priorities, and to undertake this process as early as possible for state issues, since the state legislative session flies by so quickly.

Develop and implement strategies to successfully promote the City's legislative priorities

Developing, refining and then executing legislative strategies is a particular strength that we offer to our clients. We have proven our ability to move major pieces of legislation through the entire legislative process, from the brainstorming of ideas and strategies all the way through to the Governor's signature. We can also point to hundreds of millions of dollars in appropriations of all types (capital, operating and transportation) achieved for our city clients. These achievements always start with close coordination with our city clients during the strategy development phases, and then steadily branch outward as we engage other cities and other stakeholders on the way to achieving legislative and regulatory success.

Represent the City's legislative objectives to members of the Washington State Legislature and appropriate legislative committees, the Governor's Office, state agencies, and legislative staff as well as appropriate federal representatives and appropriate committees, and federal agencies

We already enjoy strong relationships with the local delegation from the 41st Legislative District, (particularly thanks to Nick and Luke's experience working with this delegation for the City of Sammamish), with key legislators from throughout the state and with officials from the Governor's office and state and federal agencies. In our experience there is no substitute for personal contact and personal relationships with key lawmakers and staff, plus leaders in the executive branch of state government, which is why we devote so much of our time year-round to building and maintaining those relationships.

Every member of our team has developed personal relationships with members of the state's federal delegation, since many of them are former local elected officials, state legislators or state agency directors, and in particular with Senators Murray and Cantwell and Congressman Smith (who was a law school classmate of Luke's). Thanks to her federal work on behalf of the City of Tacoma, Anita has developed deep relationships with Congresswoman Strickland, with the Legislative Directors and regional policy staff for Senators Murray and Cantwell, as well as Congressman Smith's Legislative Director, Deputy Chief of Staff, and Deputy District Director.

Monitor State and Federal legislation, legislative committees, state and federal agencies, rulemaking, and the activities of appropriate interest groups which pertain to the stated City interests, goals, and objectives

We provide year-round monitoring, identification and analysis of key regulatory and legislative processes. This "early warning system" on behalf of the City can be invaluable in identifying new threats and emerging opportunities. We also provide a continuous review of Association of Washington Cities (AWC) policy developments, of activity by other stakeholders and interest groups, and of political developments in general. Our team will engage City Councilmembers and City executive staff as appropriate to identify opportunities for federal-level advocacy with coalitions such as the National League of Cities (NLC), U.S. Conference of Mayors, and others to ensure that the City's perspective is heard in federal policy dialogue. We will attend regularly scheduled intergovernmental relations calls hosted by the White House and other relevant federal agencies and report on developments relevant to the City's federal priorities.

Recommend appropriate City action regarding pertinent legislation

Our many years of high-level experience with state and federal government affairs have prepared us to offer city clients sound advice about how best to support legislation beneficial to the City and how best to oppose legislation harmful to the City. Every bill can present unique

challenges and opportunities that need to be carefully considered, along with judgment calls about how best to express that support or opposition, given that there are many nuanced degrees of engagement that range between quiet behind-the-scenes diplomacy all the way to an adamant, vocal public posture.

The networks we have developed around the state working for multiple cities provide us with access to a host of exceptional people who can be excellent resources in solving the challenges faced by any individual city. The building of alliances and coalitions with other stakeholders committed to the same policies and objectives as the City can have a very powerful multiplier effect in both Olympia and Washington, D.C.

Identify opportunities for City staff and elected officials to testify before legislative committees and subcommittees with respect to proposed legislation; communicate such opportunities to the City Manager or designee in a timely manner; assist in preparation of testimony to be given; and as requested, testify on behalf of the City

Since we are working in Olympia full-time during each legislative session, we constantly monitor the scheduling of bills in committee for public hearing and rapidly alert our clients of opportunities to testify. We pride ourselves on assisting city clients in the preparation of their testimony, always making sure that elected officials or staff are thoroughly prepared to testify with talking points and strategy/practice sessions beforehand. At the same time, we are each accomplished public speakers who can persuasively testify on behalf of the City when needed.

Attend meetings of the City Council and City staff, as may be requested by the City Manager, or designee in order to brief City officials on legislative activities

We already provide this service to our existing clients, and are happy to provide the same service to the City of Mercer Island. In fact, we encourage the utilization of direct interaction with our team by city elected officials and staff to the greatest degree possible. Such interaction emphasizes and improves the teamwork aspect of the work we perform.

Monitor and track congress and the federal government for policy issues and funding opportunities for the City of Mercer Island

Nick and Luke have performed these alert and monitor functions for years for all of our city clients. Anita brings extensive experience in federal policy development and issue advocacy. Through her position as Chief Policy Analyst to the Mayor of Tacoma and later as the Assistant to the City Manager over government relations, Anita has provided executive-level federal policy support to two mayors, one of whom is now serving in the U.S. House of Representatives, and to the City Council.

Provide written and oral reports to the City Manager and City Council, as mutually agreed upon, in order to inform the City regarding the status of pertinent legislation and of the lobbying activity/efforts of the Consultant

We pride ourselves on our excellent communication skills, and tailor our written and oral reports to the needs of our individual clients. We are happy to prepare them in the format and on the timelines most convenient for our clients. Following below in Section 7 we provide links to samples of a weekly report and an end-of-session report that Nick and Luke prepared for the City of Sammamish earlier this year, and also to a 2020-21 federal priorities issue brief that Anita prepared for the City of Tacoma.

Testify and/or sign-in on behalf of the City on legislation of interest. Additionally, coordinate talking points and strategies for Councilmembers to testify at hearings

We encourage our clients to make elected leaders available for testimony, whenever possible, because their presence and commitment to an issue sends a strong message to legislators. But we also frequently testify at public hearings ourselves and do so effectively for all of our clients.

Comply with all Public Disclosure Commission requirements for lobbying

We comply with all PDC requirements for all of our clients (and assist them with their own PDC reporting requirements, if they have any questions).

Provide support on City efforts and initiatives beyond the legislative session to position the City to advance its objectives

While the state legislative session is the most intense part of our work calendar, we understand that federal and state agencies never adjourn and that Congress works year-round. That is why we serve as an “early warning system” for our city clients throughout the entire year. Anita will present a federal relations plan to the City on day one that will include detailed plans for developing the slate of federal priorities and engaging City officials in the National League of Cities and other important venues for issue advocacy. Anita has strong relationships with Congressman Adam Smith as well as his D.C.-based and district teams. She is well-versed in Congressman Smith’s process for selecting projects for Congressionally-directed Spending (also formerly known as “earmarks”) and successfully secured \$2 million for an infrastructure project through this process during her tenure at the City of Tacoma.

SECTION 3. PRICING

Nick Federici, Luke Esser and Anita Gallagher propose to provide the complete package of State and Federal Lobbyist services described in this proposal for a total of \$6,000 per month (total, for the three of us). For this proposed monthly fee the City will receive the committed efforts of three veteran consultants, providing over 60 years of combined experience in state and federal government affairs.

SECTION 4: PROJECT EXPERIENCE

As noted in the Executive Summary above, our experienced team of professionals offers four major advantages to the City of Mercer Island that we will now detail more fully.

Advantage 1: PROVEN RESULTS FOR CITY CLIENTS

We are proud of the positive results that we have helped to deliver for our city clients in recent years, both in the adoption of public policy and in the procurement of appropriations. The successes we have achieved for the cities of Spokane, Yakima, Sammamish and Tacoma reflect exactly the kind of successes that we would expect to deliver for the City of Mercer Island. As a brief overview of those positive results, we will first provide details about three strategic initiatives that we developed and then successfully implemented for our city clients. Then we will provide multiple examples of successful outcomes achieved for our city clients.

Relevant & Recent Strategic Initiatives

➤ Revenues For Local Government Housing Assistance

Nick has led repeated successful efforts to provide local governments with increased local revenues for affordable housing and homelessness services, including the efforts in 2015 and 2020 to allow counties and cities to implement a local sales tax for housing and related services, first by local vote and later by councilmanic action. These funds serve as the basis for the current King County “Health Through Housing” program, among other efforts.

In addition, Nick originated the idea of using real estate document recording fees as a funding source for cities and counties to address homelessness and promote affordable housing back in 2001, and he has since led the effort to reauthorize or increase this funding on seven separate

occasions, most recently in 2021. One of the greatest successes for this program occurred during the 2018 Legislative Session, when an increase in the document recording fee was authorized that led to an additional \$21.6 million per year directly for local governments statewide to fund needed homelessness and affordable housing programs.

Another successful legislative effort led by Nick to obtain further revenues for local governments on affordable housing and homelessness came in 2019, when the legislature authorized cities and counties to levy a local sales tax to fund affordable or supportive housing and rental assistance. Because the local tax was credited against state sales tax collected in a jurisdiction, local governments were essentially able to access state funds directly for this purpose and bond against it if desired.

Each of these efforts required development and fostering of coalitions of disparate interests, including non-profit, for-profit, and public housing organizations, Washington State Association of Counties, Association of Washington Cities, individual counties and cities with diverse needs, and a range of service providers and consumers statewide. Raising state and local revenue is never easy, but Nick has been repeatedly successful in these efforts by building strong and successful coalitions, creative revenue and spending proposals, and tireless advocacy.

➤ **Additional Authority for Automated Traffic Safety Cameras**

A challenging project emerged for Luke during the 2022 Legislative Session when both the City of Spokane and City of Yakima made increasing the availability of automated traffic safety cameras (ATSC's) a priority issue. Under existing state law, cities could only locate ATSC's at the intersection of two arterials, at railroad crossings or in school speed zones. But following feedback from nearby residents of some city parks, the City of Spokane prioritized adding park speed zones as an additional authorized use of ATSC's, in order to increase safety for pedestrians and bicyclists near parks, and the City of Yakima was looking for any reasonable opportunity to expand the use of ATSC's.

The challenge in expanding the authority for ATSC's arose because many legislators perceive ATSC's as simply a money grab by cities, rather than as a tool to address public safety in a time when public safety budgets and police workforces are stretched thin. So Luke searched first for a strong prime sponsor who wouldn't be deterred by a challenge, and found it in Rep. Marcus Riccelli. It turned out that Rep. Riccelli had heard from constituents at a neighborhood association who were hoping to see ATSC's implemented near a local hospital to slow down cut-through traffic. Then the two ideas for increased ATSC authority (park speed zones and hospital speed zones) were merged together into a bill that was sponsored by Rep. Riccelli.

Luke then sought to broaden the coalition geographically, looking for a potential alliance city on the west side of the state with similar hopes for expanding the use of ATSC's, and fortunately the City of Tacoma had their own ideas about using ATSC's for intersections with high levels of accidents and they were planning to run a similar bill. Working with Rep. Riccelli, who serves on the House Transportation Committee, public hearings were scheduled in that committee for both the Spokane version and the Tacoma version of bills expanding ATSC authority on the same day that the state Traffic Safety Commission was providing an update on traffic safety to the committee, which helped to frame the ATSC proposals as fitting within the broad context of increasing public safety. Luke worked to arrange testimony at the public hearings from both a city councilmember and from residents of the local neighborhoods in Spokane, to further drive home the point that this proposal emanated from neighborhood concerns about public safety.

Still, there were many questions from some committee members about the money generated by the ATSC's and the passage of either bill was far from assured. So the next step was finding yet another bill with a strong chance of passage onto which the ATSC proposals could be

amended. Luke worked with Rep. Riccelli on just that strategy, ultimately achieving success in amending both the Spokane version and the Tacoma version onto the \$17 billion “Move Ahead Washington” transportation package, which had so many projects desired by so many legislators from around the state that its chances for success were not diminished by inclusion of the somewhat controversial ATSC provisions. The result being that on March 25 of this year the cities of Spokane and Yakima achieved their priority goals of increased authority for ATSC’s.

➤ **Federal COVID Relief Funds For Publicly-Owned Event Venues**

The onset of the COVID-19 pandemic in early 2020 created a crisis for the operators of event venues designed to host large public gatherings, both public and private, as public health rules at the time banned such gatherings to prevent the spread of COVID. To make matters worse for public operators, when Congress finally did act to provide pandemic financial relief for venue operators, independent and publicly-owned venues were excluded from the original program.

Since the City of Tacoma’s two most prominent event venues were both operated through the City’s Public Facilities District (the Tacoma Dome and the Greater Tacoma Convention & Trade Center), this created a dire financial situation for the City. These two venues lost over \$10 million within the first few months of the pandemic due to cancellations, resulting in budget deficits and several dozen staff furloughs. In response to the crisis, Anita took the lead on a strategic initiative starting in late 2020 to ensure that publicly-owned event venues would become eligible to receive federal pandemic relief funding.

Working in partnership with Tacoma Venues and Events and the National Independent Venue Association, Anita formed a coalition to make the case with the federal delegation and with the administration for equal treatment on behalf of publicly-owned and independent venues. The coalition advocated fiercely for a standalone grant program for publicly-owned and independent event facilities, including letters and conference calls with federal policy makers. Congress eventually delivered the Shuttered Venue Operators Grant program and included publicly-owned event venues as eligible recipients, providing considerable financial relief to the City of Tacoma and other similar local governments.

Successful Legislative Outcomes For City Clients

Obtaining appropriations from the state capital budget and transportation budget for our city clients is one of the specialties that Nick and Luke offer. Luke is a former member of the Senate Transportation Committee and a former Co-Vice Chair of the House Capital Budget Committee, while Nick has helped clients to procure budget appropriations of all types, including from the operating budget, for more than a quarter-century. Following below is partial list of the projects for which we have successfully led the effort to obtain appropriations for our city clients.

City of Spokane

Transportation Projects:

Priority projects we helped the City of Spokane obtain earlier this year in the “Move Ahead Washington” package and the 2022 Supplemental Transportation Budget included the following:

Transit

\$50 million for Division Street Bus Rapid Transit (through Spokane Transit Authority)

Bicycle/Pedestrian

\$5.8 million for Millwood Trail

\$3.9 million for Pacific Avenue Greenway Bicycle/Pedestrian Improvements

\$2.2 million for Cook Street Greenway Bicycle/Pedestrian Improvements

\$4 million for Liberty Park Land Bridge

Highways

*Acceleration of US 395 North Spokane Corridor to completion in the 2027-29 biennium (compared to previously expected completion in 2029-31 biennium)

*\$300,000 for Preliminary Engineering of US 195/Inland Empire Way project

Priority projects for the City of Spokane in 2021 that received appropriations from the 2021-23 Biennial Transportation Budget included the following:

- \$1.3 million for the Greene/Carlisle Crosswalk Improvement Project
- *\$1.2 million for the Shaw Middle School - Garland Avenue Pathway
- *\$718,000 for the Bemiss Elementary Walk Route Improvements
- *\$693,000 for the Finch Elementary Walk Route Improvements
- *\$485,000 for the Nevada/Joseph Pedestrian Hybrid Beacon project
- *\$7.5 million in new funding over the next two biennia for I-90/Valley High Performance Transit Corridor Infrastructure (through Spokane Transit Authority)
- *\$2.9 million in new funding over the next two biennia for the Sprague Line High Performance Transit Improvements (through Spokane Transit Authority)

Capital Projects

The top Capital Budget priority for the City of Spokane this year was a requested \$700,000 for the Northeast Spokane Community Behavioral Health Center, and we were successful in obtaining that appropriation. Among the projects included in the 2022 Supplemental Capital Budget which benefit the City of Spokane are the following:

- \$1.5 million for St. Agnes Haven (rapid rehousing project)
- \$1 million for Early Learning Classrooms at Logan Elementary
- \$700,000 for NE Spokane Community Behavioral Health Center
- \$200,000 for Felts Field Gateway Project
- \$195,000 for VOA Veteran Transitional Housing Energy Efficiency

Priority capital projects for the City of Spokane in 2021 that received appropriations from the 2021-23 Biennial Capital Budget included the following:

- \$2.2 million for Volunteers of America Crosswalk 2.0 (rapid rehousing)
- \$2.0 million for Proclaim Liberty Affordable Housing
- \$1.4 million for MLK Community Center Roof Replacement
- \$1.2 million for Joya Child & Family Development Center
- \$774,000 for The Podium
- \$309,000 for Dental Expansion at Maple Street Clinic
- \$108,000 for Therapeutic Play Spaces
- \$77,000 for Meadowglen Community Park

City of Yakima

Transportation Projects:

Priority projects we helped the City of Yakima obtain earlier this year in the “Move Ahead Washington” package or the 2022 Supplemental Transportation Budget included the following:

- \$8 million more for I-82 Yakima-Union Gap Improvements (for a total of \$72.4 million)
- \$5.8 million more for East-West Corridor Overpass & Bridge (for a total of \$55.8 million)
- \$3.2 million for East-West Corridor (for bike/pedestrian bridge)
- \$1 million for the 34th Ave. Roundabouts
- \$750,000 more for the Cowiche Canyon Trail (on top of the previous \$2 million)

Capital Projects:

The highest priority capital budget request for the City of Yakima in 2022 was \$1 million for the design and engineering of a community pool in the poorest neighborhood in the City, the MLK Jr. Park Community Pool Project. Fortunately we were able to obtain the requested \$1 million in the 2022 Supplemental Capital Budget, and we look forward to helping the City obtain construction funding from the state for this project in future years. Here is a list of all the projects included in the 2022 Supplemental Capital Budget which benefit the City of Yakima:

- \$3.2 million to Northwest Harvest for Yakima Food Bank
- \$1 million for MLK Jr. Park Community Pool Project
- \$650,000 for Yakima Valley Partners Habitat for Humanity
- \$232,000 for Yakima YMCA Park Development
- \$67,000 for Yakima Greenway Master Plan

The top priority capital budget request for the City of Yakima in 2021 was \$642,000 for a renovation project at Miller Park, also located in one of the poorest neighborhoods in the City. We were successful in obtaining that funding for Miller Park and here is a synopsis of other projects funded in the 2021-23 Supplemental Capital Budget which benefit the City of Yakima:

- \$5.4 million for Nelson Dam Removal Project
- \$3 million for Yakima City Landfill (for environmental remediation).
- \$750,000 for Children's Village Neurodevelopmental Center Expansion
- \$642,000 for Miller Park Renovation Project
- \$508,000 for Yakima Sun Dome Reflectors
- \$500,000 for Turf Field Lighting (at SOZO Sports Complex)
- \$250,000 for Capitol Theatre Curtains/Soft Goods Replacement

City of Sammamish

Transportation Projects:

As has been the case with most construction projects recently, the City of Sammamish had experienced recent cost increases with the first phase of the Issaquah-Fall City Road Project. The state had previously provided the City with \$3.5 million for Phase I of this project and \$1.5 million for Phase II. In the 2022 Legislative Session we successfully worked with the City's local delegation to change the official scope of the state funding, such that all \$5 million could be devoted to Phase I, which helped to prevent a large hole from emerging in the City's transportation budget.

Capital Projects:

Working to restore runs of kokanee salmon in local creeks through the replacement of fish-blocking passages has been a high priority of the City of Sammamish for any years now. In the 2021 Legislative Session we were able to obtain \$3 million in funding for the Louis Thompson Road Tightline Project as an Infrastructure Project administered by the state Department of Commerce. This project will prevent stormwater and street runoff from a local arterial from draining straight in Lake Sammamish and instead will divert the runoff to be properly treated.

Nick and Luke were hired by the City of Sammamish in 2018 with a top priority of obtaining funding for the removal of salmon passage barriers, as the City had never previously obtained any direct state appropriations for that purpose. Following the development of an information package that documented the threat to the survival of the kokanee salmon in Lake Sammamish, and close coordination with legislators in the 5th, 41st and 45th Legislative Districts, we are able

to obtain three separate appropriations for the removal of fish-blocking passages in the 2019 state Capital Budget, for a total of more than \$1.5 million for these culvert projects.

City of Tacoma

When she assumed the role of Assistant to the City Manager over government relations in 2019, Anita was charged with revamping the City of Tacoma's federal relations program. She developed new processes for developing federal priorities with the City Council and executive team and initiated regular reports on major developments relevant to the City's priorities.

Anita logged several major accomplishments in federal advocacy in 2020 and 2021, as the City of Tacoma faced significant challenges which required federal action to resolve. She directly lobbied for, and assisted Councilmember lobbying efforts in advocating for infrastructure grant programs to award funds exclusively and directly to local governments. Congress took the desired action by funding the Safe Streets and Roads for All program that provides funding for Vision Zero and complete streets projects. Additionally, after the 2020 CARES Act did not provide direct, flexible funding to local governments under the 500,000-population threshold, Anita drafted several advocacy letters and held many meetings with the City's federal delegation to express the importance of federal funding to mitigate the impacts of the COVID-19 pandemic. This objective was accomplished with the passage of the 2021 American Rescue Plan.

Further, Anita led the City's application process and advocacy for Congressionally-directed Spending requests. She worked closely with the district teams for all five of Tacoma's federal delegation members to gain a thorough understanding of each Member's objectives for project funding to inform the City's strategy for success in its applications. She led walking tours of infrastructure projects for Members and strategized with City departments to develop compelling proposals. These efforts resulted in \$10.6 million for Tacoma infrastructure projects included in the House-passed version of the *INVEST in America Act*.

Advantage 2: BALANCE & TEAMWORK

The second major advantage that our team offers is the balance of our backgrounds and professional experiences, and the high degree of teamwork which that balance allows. Our varied backgrounds magnify the value that we can provide to our city clients.

For more than a quarter-century Nick has been lobbying in Olympia on behalf of progressive causes and clients and in the process has developed deep relationships with key Democratic leaders from throughout the state and in every major field.

Luke is a former Republican State Representative and State Senator, and former Chairman of the state Republican Party whose involvement in grassroots Republican politics started in his teens. He understands how the legislative process works from both side of the "doors," as the divide between the legislative chambers and the lobbying corps is often described.

Anita adds in-depth experience in the non-partisan sphere from her internal government affairs from her work at the City of Tacoma.

Though we represent some other clients separately, we have joined up to create a balanced team advocating on behalf of our local government clients, which currently include the cities of Spokane, Yakima and Sammamish. We can provide a "three-legged stool" with deep insights and connections into the workings of elected officials from both major parties and the non-partisan sphere of municipal governance.

All of us have considerable experience working in a bipartisan fashion in Olympia, and frequently interact regularly and constructively with Democratic and Republican legislators and

with executive branch staff. But there is no doubt that having deep relationships in all four caucuses, and with the Governor's Office, and in the non-partisan sphere, is a strategic asset that should never be underestimated. And it is very difficult for any one person to have that level of deep relationships with both major parties and all four caucuses.

This is a major advantage that our balanced team of professional advocates can provide. Also, since there are 147 legislators and countless staff in Olympia, it is a considerable benefit to have three experienced lobbyists who can be lobbying different legislators on the City of Mercer Island's behalf at the exact same time, especially during the most frantic points of the legislative session when you really do need to be in three places at the same time.

Advantage 3: EXPERIENCED REPRESENTATION, ALWAYS

If our proposal is accepted, it is important to note that the City of Mercer Island's government affairs work will never be delegated to an intern, junior associate or recent college graduate. Nick, Luke and Anita personally perform all of the lobbying work for our clients and we do not outsource any of that work.

Nick has been working in Olympia since 1991, and as a full-time, registered lobbyist since 1994. Luke has been working in Olympia for 23 years (since he was elected to the State House in 1998) and has been a full-time, registered lobbyist since 2011.

Similarly, Mercer Island will benefit from Anita's full attention regarding federal affairs and all of the experience she gained during her tenure with the City of Tacoma, which began in 2013. Anita is able to anticipate the needs of the City and its policymakers without having to be told. Her proactive approach will be key to the City's ability to weigh in on issues at pivotal moments and securing federal funding for projects of importance to the community.

While some city lobbyists work alone and others hire junior staffers, associates or subcontractors, we find that joining together as a team that has a veteran advocate present during every single contact on behalf of our clients gives us the best possible chance of achieving success for our clients.

Advantage 4: STRONG ALIGNMENT WITH MERCER ISLAND PRIORITIES

Our review of the adopted 2022 Legislative Priorities for the City of Mercer Island indicates a strong alignment with our skill set and professional experience. Of course various issues will be added to or drop off the list of legislative priorities over time, but we have every reason to believe that the same strong alignment will continue.

We are confident of our ability to successfully represent the City of Mercer Island on all the issues contained in the City's 2022 Legislative Priorities (1. Preserve Local Decision-Making Authority, 2. Economic Support, 3. Clarifications To 2021 Police Reforms, 4. Sustainable And Flexible Local Funding, 5. Transportation Funding, 6. Preserving And Protecting The Environment, 7. Permanent Modernization Of OPMA). In every case these are exactly the kinds of issues that we work on for our existing city clients.

SECTION 5. LACK OF CONFLICTS OF INTEREST

We are not aware of any conflicts of interest that exist or would arise because of our current clients or because of any contracts or property interest regarding private development of any property within the City of Mercer Island.

SECTION 6. CURRENT CLIENTS

Nick Federici Current Clients Include:

American Association of Orthodontists, City of Sammamish, City of Spokane, City of Yakima, Community Land Trust Coalition of Washington, Fairfax Behavioral Health, Pioneer Human Services, Respiratory Care Society of Washington, SEIU 775, Toxic Free Future, United Way of King County, United Ways of the Pacific Northwest, Washington Low Income Housing Alliance, Washington State Housing Finance Commission.

Luke Esser Current Clients Include:

City of Spokane, City of Yakima, City of Sammamish, City of Puyallup, City of Federal Way, Kalispel Tribe of Indians (from Pend Oreille County), SEIU 775 (representing long-term care workers), Signature Healthcare Services (building a behavioral health hospital in Tacoma), Washington State Catholic Conference.

Anita Gallagher: Following a career focused on internal government affairs at the City of Tacoma, Anita has now embarked on a career in federal lobbying as an outside consultant and is eager to engage the City of Mercer Island as her first client in that new role.

SECTION 7. WRITING SAMPLES

We take great pride in our ability to communicate clearly and succinctly in written reports to our city clients. Linked here are three writing samples of reports we have created for our city clients:

- 1) A 2022 Post-Session Report for the City of Sammamish: [City of Sammamish Post-Session Update 4-18-22.pdf](#)
- 2) A Weekly Public Hearings Alert Report from this past January for the City of Sammamish: [Weekly Public Hearings Alert Notice For City Of Sammamish, Jan. 24-28, 2022](#)
- 3) A Federal Issue Briefing Document from late 2020 for the City of Tacoma: [Federal Issue Briefing Document For City Of Tacoma 10-13-20.pdf](#)

SECTION 8. SUMMATION

We take great professional satisfaction in helping our clients to achieve their goals, and we are proud of the public policy improvements and the literally hundreds of millions of dollars that we have helped our local government clients to obtain in recent years. We are confident of our ability to deliver similar results for the City of Mercer Island.

It would be an honor for us to represent the City of Mercer Island before the State Legislature, the Governor's Office, Congress, and the administrative and regulatory agencies of state and federal government, and to put our considerable experience to work on behalf of a city with such a bright future.

Following below we describe our team more fully in the "Project Team and Qualifications" section and we provide our references as well, but we wanted to sum up the 12-page core of our submittal by thanking you again for the opportunity to introduce ourselves, to submit this proposal in response to the City's RFP #22-15 for State & Federal Lobbyist, and to express our eagerness to assist the City of Mercer Island in achieving its legislative and regulatory goals.

SECTION 9. PROJECT TEAM & QUALIFICATIONS

Inspired to enter the political arena by his father, who was a Democratic State Representative in Oregon, Nick has been lobbying in Olympia for 28 years, developing deep and longstanding relationships with progressive organizations and elected officials throughout the state. Prior to this, he served as state agency staff from 1992-94.

Luke arrived in Olympia 23 years ago as a Republican State Representative (representing parts of Bellevue, Kirkland and Redmond) and served eight years in the Legislature, four in the House and four as a State Senator, and then four years as Chairman of the Washington State Republican Party before beginning his career in government affairs eleven years ago. Luke has been a licensed attorney in our state since 1989 and a registered lobbyist since 2011.

Nick and Luke began jointly representing city clients in 2016, and currently lobby for the cities of Spokane, Yakima and Sammamish. Luke also separately represents the cities of Puyallup and Federal Way.

Anita began her career in policy development when she joined the City of Tacoma in 2013, and quickly earned a reputation among City Council Members for her thorough analysis, creative problem-solving, and ability to provide unbiased policy briefs and recommendations. Through her roles in staffing two mayors and leading the City's government relations portfolio, she has worked with three presidential administrations and liaised with several federal agencies. She has unique experience in building a federal relations program from the ground up in a Council-Manager form of government and will draw from that experience in developing effective advocacy strategies for the City of Mercer Island.

Nick will serve as Project Manager for our team, if such a designation is needed, though all three of us are committed to taking leadership roles in our advocacy work on behalf of the City of Mercer Island. Resumes for Nick Federici, Luke Esser, and Anita Gallagher follow below.

NICK FEDERICI GOVERNMENT RELATIONS

2714 N Alder St., Tacoma, WA 98407
(360) 481-1936 • nickfederici@gmail.com

I am a strategic advocate who passionately pursues creative and collaborative solutions that result in better government and access to services that improve the lives of the residents of Washington.

SUMMARY

More than 20 years of experience in the public policy, political strategy and advocacy arenas, developing and implementing forward-thinking policies to achieve significant quality of life improvements for all, particularly the most vulnerable. Skills exemplified:

- Relationship Building
- Strategic Consulting
- Budget & Policy Analysis
- Advocacy and Public Speaking
- Legislative Testimony & Engagement
- Coalition Building & Leadership
- Stakeholder Collaboration
- Community Outreach
- Expertise in Health Care, Housing, Human Services, Operating Budget, Capital Budget & Revenue Policy

EXPERIENCE

NICK FEDERICI GOVERNMENT RELATIONS

1997 to PRESENT

A proprietorship focused on lobbying for and offering strategic advice to local governments, not-for-profits and businesses with social justice, health, housing and human service-related missions.

Principal

Catalyst for local governments, not-for-profits and business organizations to develop and prioritize annual and long-term public policy agendas. Strategize on public policy opportunities and lead advocacy efforts with the State Legislature, Governor's Office, state agencies, external organizations, media, and public. Provide extensive direct lobbying with public officials through in-person meetings, phone and email contact. Draft legislation, amendments, and other materials as needed. Build and maintain coalitions. Monitor developments and provide regular oral and written reports to organization leadership and staff.

- Originated the idea of using real estate document recording fees as a funding source for homeless and housing assistance in 2000, and then led effort to reauthorize or increase this funding on six occasions, most recently in the 2018 Session.
- Co-author, strategist and spokesperson for state Initiative 773, which increased the sales tax on cigarettes by 60 cents a pack (passed with 66.1% of vote), and Initiative 901, which prohibited smoking in public places (passed with 63.3% of vote).
- Founding chair of Washington Long-Term Care Alliance; Former Chair of Washington Alliance for Tobacco Control & Children's Health and Friends of the Basic Health Plan; Currently chair of the Our Economic Future / Revenue Coalition.
- Successfully led effort to secure stakeholder consensus and legislative support for \$850 million revenue package to help balance state budget deficit in 2010.
- Coordinated compromise policy and funding solution for telecommunications tax parity package that preserved four programs (totaling \$9.5 million) serving vulnerable populations in 2013.

- Developed and negotiated compromise \$24 million nursing home funding package that gained agreement of long-time legislative adversaries, resulting in a 35 cent per hour wage increase for nursing home workers in 2014.

WASHINGTON STATE NURSES ASSOCIATION 1994 TO 1997

One of the nation's leading nursing associations, representing more than 75,000 Registered Nurses, WSNA has taken a comprehensive, multi-purpose approach to: advocate and improve healthcare for patients; foster high standards for nursing practice; provide opportunities for continuous learning; and lobby the Legislature and regulatory agencies on healthcare issues affecting the public and nurses.

Government Relations Specialist

Created WSNA's legislative agenda, met with legislators to discuss the approved agenda, monitored pertinent legislation, testified in front of legislative committees, and provided guidance regarding legislative strategy.

WASHINGTON BOARD OF HEALTH 1993 to 1994

The Washington Board of Health serves the citizens of Washington by working to understand and prevent disease across the entire population. Established in 1889 by the state constitution, the Board of Health provides a public forum for the development of public health policy in Washington.

Special Assistant to the Executive Director

Board's Liaison to the Legislature, executive agencies, stakeholders and public, including regular testimony at legislative hearings and responses to citizen and media inquiries.

- Conducted seven extensive Sunset Reviews of health professions, including convening and chairing public hearings and drafting report results.
- Major role in the researching, writing, editing and publishing of the 1994 *Washington State Public Health Report*.

WASHINGTON STATE HEALTH CARE AUTHORITY 1992 to 1993

The Washington State Health Care Authority, at the time, oversaw the Public Employees Benefits Board (PEBB) and Basic Health Plan (BHP) programs, and served as policy analysis support for the Governor's efforts on health care reform.

Legislative Research Analyst

Researched and prepared reports on methods of evaluating the quality of managed care plans for implementation of 1993 health care reform legislation.

- Solely responsible for policy and data research for major study of health benefits for retired K-12 school district employees.
- Coordinated and chaired meetings of advisory committee on retiree benefits, including substantial contact with key executive, legislative and stakeholder staff.

AWARDS

- *Washington Law & Politics Magazine* “**Big League Player**” award, April/May 2004
- Fuse Washington Sizzle Award: “**Knight in Shining Armor**” award, May 2010
(only non-elected official ever to receive a “Sizzle Award”)

EDUCATION

Graduate School of Public Affairs	1990-1992
University of Washington, Seattle, WA	
Bachelor of Arts, Government and History	1989
Oberlin College, Oberlin, Ohio	

Luke Esser, Attorney & Government Affairs
 404 – 158th Place SE, Bellevue, WA 98008
 M: (425) 736-6067 lukeesser@aol.com

Government Affairs Experience

Government Affairs Consultant, 2011-Present: Committed to using my decades of experience in Olympia to help clients achieve their goals through government affairs, public relations and relationship-building services. Licensed Attorney since 1989, Registered Lobbyist since 2011.

Current Clients: City of Spokane, City of Yakima, City of Sammamish, City of Puyallup, City of Federal Way, Kalispel Tribe of Indians (from Pend Oreille County), SEIU 775 (representing Medicaid-paid home care workers), Signature Healthcare Services (building a behavioral health hospital in Tacoma), Washington State Catholic Conference.

Legislative & Political Experience

Chairman, Washington State Republican Party, 2007-10: Served two terms, with GOP making gains in both chambers of Legislature in every election held during tenure as Chairman.

State Senator, 48th District, 2003-06: Majority Floor Leader, 2003-04; Minority Floor Leader, 2005-06; Chairman of Senate Technology & Communications Committee, 2003; Transportation Committee Member, 2003-06; Member of Boeing 787 Five Corners Alliance, 2003.

State Representative, 48th District, 1999-2002: Co-Vice Chair of House Capital Budget Committee, 1999-2001; Judiciary and Higher Education Committee Member, 1999-2002.

Legislative Awards (partial): 2006 “Legislator of the Year” from Washington State Council of Police & Sheriffs; “Cornerstone Award” from Association of Washington Business yearly from 2002-2006; 2004 “Certificate of Appreciation” from SPEEA for helping to land 787 for the state; 2001 “Star Award” from Bellevue College Trustees for support of state’s community colleges; 2000 “Guardian of Small Business” award from National Federation of Independent Business.

Other Professional Experience: Outreach Director for Washington State Attorney General’s Office, 2005-06; Policy Director for King County Councilmember Rob McKenna, 1995-2004; Special Deputy Prosecuting Attorney, King County Juvenile Court, 1989-90.

Communications Skills: Co-authored editorial “It Takes A Team To Fight Meth” for Attorney General that won 2007 “Award of Excellence” from The Communicator Awards (international awards program); AP stringer covering Mariners, Seahawks and Huskies throughout 1990’s.

Education: Executive MBA, University of Washington Foster School of Business, 2013 (Valedictorian & 1st in Class); J.D., University of Washington School of Law, 1989; Bachelor’s degrees in Accounting and Editorial Journalism, University of Washington, 1985.

Community Involvement: Former member of Washington Wildlife and Recreation Coalition Board, Bellevue Family YMCA Board of Directors, and Bellevue Rotary.

Personal: A Bellevue native, finished fourth in state at the 1979 Washington High School Debate Tournament, Captain of UW’s Regional Champion College Bowl team in 1988, and a former member of the Pro Football Writers of America.

ANITA GALLAGHER

1001 South Lawrence Street; Tacoma, Washington 98405 · 253.219.9683
anitamgallagher@gmail.com

SKILLS SUMMARY

- Research and development of public policy
- Development of state and federal legislative priorities
- Issue advocacy

EXPERIENCE

MAY 2022—PRESENT

INDEPENDENT CONSULTANT, GOVERNMENTAL AFFAIRS

- Provide legislative support services to city, county, and non-profit clients including issue monitoring, policy briefs, advocacy communications, and talking points for committee testimony
- Draft legislative reports on state and federal matters relevant to client priorities

December 2021—May 2022

SENIOR MANAGER OF GOVERNMENT RELATIONS, LIME

- Develop campaign strategies and plans to retain existing markets and enter new markets in competitive environments
- Build and strengthen relationships between the Company and local governments, community-based organizations, small business associations, non-government organizations, and other stakeholders

March 2019 – December 2021

ASSISTANT TO THE CITY MANAGER FOR POLICY DEVELOPMENT AND GOVERNMENT RELATIONS, CITY OF TACOMA

- Lead the development of the City's state and federal legislative priorities; coordinate with contract lobbyists on advocacy strategy and provide direction on strategy deployment
- Provide recommendations to City Council on effective issue advocacy and prepare committee testimony and other advocacy communications to advance the City's priorities
- Coordinate with appropriate City departments on state and federal funding requests

February 2018 – March 2019

REGIONAL RELATIONS MANAGER, TACOMA PUBLIC UTILITIES

- Build and maintain inter-governmental relationships with franchise cities, counties, independent taxing districts, and tribal entities
- Coordinate special projects and lead cross-functional teams related to emerging City of Tacoma policies

October 2016 – February 2018

CHIEF POLICY ANALYST TO THE MAYOR, CITY OF TACOMA

- Research and provide policy and program recommendations to the Mayor
- Staff the Mayor on federal-level coalitions including U.S. Conference of Mayors and National League of Cities
- Represent the Mayor on committees, boards, and workgroups

EDUCATION

MASTER OF BUSINESS ADMINISTRATION, COLORADO STATE UNIVERSITY, 2015
BACHELOR OF ARTS, CRIMINAL JUSTICE AND SOCIOLOGY, WASHINGTON STATE UNIVERSITY

Minor in Communications, 2005

BACHELOR OF ARTS, POLITICAL SCIENCE, WASHINGTON STATE UNIVERSITY, 2002

SECTION 10. REFERENCES

1. Breean Beggs, City of Spokane Council President (state relations reference)
 Spokane City Hall, 7th Floor
 808 W Spokane Falls Blvd.
 Spokane, WA 99201
 M: (509) 251-8713
 bbeggs@spokanecity.org
2. Randy Beehler, City of Yakima (state relations reference)
 Communications & Public Affairs Director
 Yakima City Hall
 129 N Second St.
 Yakima, WA 98901
 M: (509) 901-1142
 randy.beehler@yakimawa.gov
3. Victoria R. Woodards, Mayor of City of Tacoma (federal relations reference)
 Tacoma City Hall
 747 Market Street; Room 1200
 Tacoma, WA 98402
 M: (253) 677-9007
 victoria.woodards@cityoftacoma.org
4. Bob Ferguson, State Attorney General (state relations reference)
 Highways & Licenses Building
 1125 Washington St. SE
 Olympia, WA 98504
 M: (206) 465-4848

Exhibit A

Scope of Work/Scope of Services

- Assist in the development of legislative priorities for the City of Mercer Island.
- Develop and implement strategies to successfully promote the City's legislative priorities.
- Represent the City's legislative objectives to members of the Washington State Legislature and appropriate legislative committees, the Governor's Office, state agencies, and legislative staff as well as appropriate federal representatives and appropriate committees, and federal agencies.
- Monitor State and Federal legislation, legislative committees, state and federal agencies, rulemaking, and the activities of appropriate interest groups which pertain to the stated City interests, goals, and objectives.
- Recommend appropriate City action regarding pertinent legislation.
- Identify opportunities for City staff and elected officials to testify before legislative committees and subcommittees with respect to proposed legislation; communicate such opportunities to the City Manager or designee in a timely manner; assist in preparation of testimony to be given; and as requested, testify on behalf of the City.
- Attend meetings of the City Council and City staff, as may be requested by the City Manager, or designee in order to brief City officials on legislative activities.
- Monitor and track congress and the federal government for policy issues and funding opportunities for the City of Mercer Island.
- Provide written and oral reports to the City Manager and City Council, as mutually agreed upon, in order to inform the City regarding the status of pertinent legislation and of the lobbying activity/efforts of the Consultant.
- Testify and/or sign-in on behalf of the City on legislation of interest. Additionally, coordinate talking points and strategies for Councilmembers to testify at hearings.
- Comply with all Public Disclosure Commission requirements for lobbying.
- Provide support on City efforts and initiatives beyond the legislative session to position the City to advance its objectives.



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

**AB 6117
July 19, 2022
Regular Business**

AGENDA BILL INFORMATION

TITLE:	AB 6117: City Manager Annual Performance Review	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Accept the City Manager's annual performance review from May 2021 through April 2022.	

DEPARTMENT:	City Council
STAFF:	Mayor Salim Nice
COUNCIL LIAISON:	n/a
EXHIBITS:	1. City Manager Jessi Bon's Performance Review Letter 2. City Accomplishments May 2021 – April 2022
CITY COUNCIL PRIORITY:	n/a

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

ISSUE/DISCUSSION

In May and June of 2022, Mayor Salim Nice lead the performance evaluation process for City Manager Jessi Bon for the period May 2021 through April 2022, fulfilling obligations in her employment contract, which provides in relevant part as follows:

3. PERFORMANCE REVIEW & EVALUATION

Annual Performance Review. Starting in June of 2021 and annually thereafter, the City Council will review the City Manager's performance since the latter of the effective date of this Agreement or the last performance review. Approximately two months prior to the annual review in June, the Mayor and the City Manager will discuss the performance review process and determine jointly how such process will be conducted and whether the process will be led by the Mayor or by a qualified facilitator acceptable to the City Council and the City Manager. The Mayor or facilitator will present the findings to the City Council in an Executive Session; following which, the City Council may choose to meet to discuss the City Manager's performance and achievements in an Executive Session or open meeting at the discretion of the City Council. At the conclusion of each performance review and evaluation, the Mayor or facilitator will provide the City Manager with a written summary of the results of the review and evaluation.

The City Manager's performance review letter, attached as Exhibit 1, is the result of the feedback provided by the City Council.

Attached as Exhibit 2 is the list of City accomplishments from May 2021 through April 2022.

RECOMMENDED ACTION

Accept City Manager Jessi Bon's performance review and award \$2,500 through the Employee Recognition Program for her work from May 2021 through April 2022.



MAYOR SALIM NICE
CITY OF MERCER ISLAND, WASHINGTON
9611 SE 36th Street | Mercer Island, WA 98040-3732
(206) 275-7997 | www.mercerisland.gov

July 5, 2022

Ms. Jessi Bon
City Manager
City of Mercer Island
9611 S.E. 36th Street
Mercer Island, WA 98040

RE: Annual performance review of Mercer Island City Manager by City Council

Dear City Manager Bon:

Each year the Mercer Island City Council reviews the performance of the City Manager. This process considers several factors, including the completion of a work plan, execution of the budget established by the Council and advancing the Council's goals and objectives. This letter reflects the views of the City Council relative to your performance in accomplishing these three primary responsibilities.

The Council's process in determining the City Manager's performance spanned multiple meetings, including face-to-face discussions between yourself and the Council, and a deliberative process that arrived at this consensus view.

The Council desires to highlight several areas of strength, areas that have served the community and City exceptionally well over the past twelve months and that the Council believes set you apart as the chief executive of the City of Mercer Island.

At a high level the Council believes you demonstrated exceptional strength in the following areas:

- Building and maintaining strong connections to the community.
- Good decision-making.
- Being a strong leader with the understanding to manage all levels of the organization.
- Developing and executing a strategic vision.
- Communicating with transparency and clarity.
- Your demonstrated ability to solve problems.

You have proven that your deep connection with the community and historical understanding of Mercer Island is not lost in the decision-making process and that these characteristics you possess serve you well in your decision-making. The Council believes you are incredibly connected to the community and that these connections have grown stronger because of your good decision-making. The trust you have established with Council is further bolstered by your decision to consult Council even when a decision was yours to make. This has allowed you to check signals and seek direction as you deliberate the decision-making process.

Leadership within the organization is another strength that has earned you the respect of staff and the Council. You have leveraged that trust while demonstrating your ability to manage through any crisis and realize outcomes that have genuinely benefitted the City and residents of Mercer Island.

Under your leadership, the Council has witnessed significant professional staff development and growth. This has been most evident by the myriad of new faces supporting Council, Board, and Commission discussions while executing the Council work plan. Your ability to roll up your sleeves and learn what is going on within the organization has allowed staff to follow you to successful outcomes. Often this has been through the fog of criticism and in the face of multiple reorganizations, difficult decisions, and negotiations, all in pursuing a new normal. But your bold and brave leadership has allowed the organization to find this elusive path forward.

You have been deliberate in executing your strategic vision for the organization. You identified the shortcomings of the existing organizational structure and sought to flatten and simplify the functional components. With this restructuring, you have transformed the organization to be more agile and able to react to the changing circumstances, and you leveraged areas of strength and applied them to areas that lacked vital skills. The benefits of your strategic vision are manifold, and the Council is confident you will continue to refine and deliver value in this area.

The Council has seen tremendous growth in the communication strategies and standards you developed. Your ability to communicate swiftly and with deliberate intent has cascaded through the organization, making departments and the City nimbler and more effective in executing the day-to-day work. You have demonstrated, mainly through your communications, that transparency and an emphasis on speed of response are among the most effective tools.

Leading an organization through significant change would not have been possible without your keen problem-solving abilities. You are a natural problem solver, and it is an area in which you excel. You have repeatedly demonstrated the ability to immerse yourself in the data, ask good questions, and work to find swift resolutions. Some problems require time and resources, which you have brought to the Council to resource. But at the end of the day, your voice has often identified "a third way," which is your defining difference.

We are thankful to have a competent and experienced City Manager leading the City and we are grateful for your service, expertise, and vision for the future of Mercer Island. Under your leadership, we are confident the City will continue to provide outstanding municipal services to the Mercer Island community.

Sincerely,

A handwritten signature in black ink that reads "Salim Nice". The signature is stylized, with a large, sweeping "S" and a distinct "N".

Mayor Salim Nice

Cc: City Council



City of Mercer Island May 2021 – April 2022 Accomplishments

ADMINISTRATIVE SERVICES

Human Resources

- **Completed Phase 1 of the Classification & Compensation Study**, examining and evaluating the City's current salary schedule for non-represented employees, develops a classification system for all positions, and recommends improvements or changes to be implemented.
- **Completed 68 recruitments resulting in 56 new hires and promotions.** Critical vacancies including Communications Manager, Electrical Inspector, City Clerk, Capital Division Manager, Systems Administrator, Thrift Shop Manager, and Street Engineer, amongst many others filled.
- Prepared for and assisted City employees in navigating Washington State's **Long-Term Care requirement**. Negotiated agreements with AWC and Gallagher/Allstate to provide alternative long-term care coverage.
- **Bargained and implemented the State COVID-19 Vaccine Employee Mandate** for healthcare workers, including firefighters. Staff were also prepared to implement the Federal OSHA vaccine mandate for businesses over 100 workers. This was never implemented due to the rule being overturned by the Supreme Court on January 13, 2022.
- **Reinstated Wellness Committee.** The Wellness Committee consists of eight employees, coordinating activities and programs to promote health and wellness throughout the organization. Awarded a \$500 grant from the Association of Washington Cities to purchase Office Boot Camp Sacks (yoga mat, foam roller, ab roller, push up bars, resistance bands, stretching straps) located in a common area in each of our facilities for all staff to utilize when they need a healthy break from their routine. Wellness Committee activities included:
 - Month-long activity challenge in May, "Race to the Finish," in which 39 staff completed a total of 9,749,970 steps.
 - Fresh Fruits and Veggies Challenge and "Drink More Water" event, promoting the benefits of eating more fresh fruits and veggies and health benefits of water.
 - "Walk with Friends Challenge" throughout the month of October, encouraged health and activity.
 - Self-care and well-being campaign focused on education, activities, and challenges.
 - Conducted a Wellness Needs and Interests Survey in which 80 employees responded, providing feedback and information to help direct future wellness activities.
- **Earned the 2022 WellCity distinction from the Association of Washington Cities.** City of Mercer Island met all 29 of the WellCity requirements established by the AWC Employee Benefit Trust. In recognition of this achievement, the City of Mercer Island has earned a 2% discount on all

AWC Trust active medical premiums in 2023. Mercer Island is among the 103 dedicated employers in Washington to earn WellCity status this year.

Communications

- Communications Manager onboarded in May 2021.
- **Launched Instagram account** (late May 2021). Account has grown organically, up 120% in three months (June-September 2021)
- **Completed a brand refresh for the City's identity.** The brand is now consistent and modern, with new fonts, colors, and imagery built around the existing City seal. Refreshed branding has been rolling out across our communication channels - social media, the website, business cards, letterhead, and more.
- **Built and strengthened media relations.** Conducting local and regional media outreach to network with reporters and editors and help build pathways for accurate (and favorable) coverage.
- Strengthened relationships with neighboring and partner city communications teams to ensure cross-agency collaboration.
- **Increased community engagement and responsiveness.** Renewed communications focus and increased social media presence resulted in stronger engagement across City's communications channels, including a 62% increase in post engagement averaged across all channels and generating variety of positive feedback from the community.

IGS

- Worked with Police in bringing online **Vigilant Automatic License Plate Reading System.**
- Built underlying **technical foundation of City's new SCADA system.**
- Rebuilt large portions of City's **cybersecurity related systems.**
- **Significant upgrades and repairs made to the City's communications infrastructure:**
 - Re-termination/re-splicing of fiber endpoints and pathing to support faster speeds and additional site redundancy.
 - Replacement of old DSL era circuits with dual carrier cellular tunnels.
 - Additional ingress/egress capacity/redundancy to City's gateways.
 - Upgrade technology in Council Chambers to allow for hybrid-meetings. Staff have installed necessary technology and worked through technical issues to allow for hybrid (in-person and remote) participation at public meetings, when feasible.
- Full upgrade of GIS system resulting in 5 additional servers and management of 2 different environments with migration from old to new software.

Customer Service

- Customer Service Team (CST) responded to **14,882 calls**, successfully **resolving 71.6%** (10,657) of all calls.
- Initiated training for additional City staff on QAlert customer request management (CRM) platform and city phone system, to serve as backup support to CST.
- In addition to responding to phone calls and emails, assist various City departments including:

- HR, on administrative tasks (timesheet clearing, filing, archiving).
- City Clerk's Office in completing the Municode Library document repository project, making all historic legislative records available online for both the public and staff dating back to 1960, archiving Sister City Newsletters, and support in maintaining the Municode Library.
- YFS, assisting with Food Pantry distribution coverage June 2021 through January 2022.
- Public Works, training on backflow reporting to provide support and do initial research for residents.
- Parks & Recreation, with online Picnic Area rentals throughout 2021 season.
- CPD, managing Block Party ROW permit issuance and related barricade distribution/collection.

CITY MANAGER / CITY ATTORNEY

- **Moved City Code from Code Publishing to Municode.** Municode went live the week of September 20, 2021. The project had been in the works for the better part of 2021. The move improved agenda management processes for City Council and Boards and Commissions.
- **Work Plan tracking tools and updates.** Created a new, visual tracking tool. Updated the City Council and community on work plan progress on April 27, 2021, September 21, 2021, February 1, 2022, and March 26, 2022.
- Conducted multiple **Board and Commission Recruitment processes** and updated application.
- Defended the **2017 Settlement Agreement with Sound Transit.**
- Finalized the **acquisition of Parcel A-2** (adjacent to the Tully's site) and the amended Deed for Parcel 12.
- **Launched Community Conversations Series.** Co-hosted the first Community Conversation event on February 2 in partnership with the MISD Black Student Union and others: 322 registered for the event, 272 attended.
- **Completed Work Plan Items:**
 - **Animal Control Ordinance Updated.** Staff presented a draft of the updated Animal Control ordinance on August 31, 2021 and the second reading is scheduled for October 5, 2021.
 - **Code of Ethics Updated and All Boards and Commissions Trained.** City Council adopted the updated Code of Ethics on June 16, 2021. A training program for boards and commissions has been developed and was deployed in October 2021.
 - **Develop a strategy and evaluate options to upgrade the technology in Council Chambers to allow for Councilmembers and/or staff to participate remotely if unable to attend a meeting in-person.**
 - **Implement the organizational structure as approved in the 2021-2022 budget.**

COMMUNITY PLANNING AND DEVELOPMENT

- Selected Walker Consultants to conduct the **Town Center Parking Study** and kicked off the project in March 2022.
- **Small Cell / Wireless Code permanent regulation.** Ordinance No. 21C-12 was adopted, revising standards and communications facilities, and repealing the temporary regulations contained in Ordinance 21- 08.
- **Awarded 2021 Port of Seattle Economic Development Partnership Grant.** Appropriated \$24,690 in program expenditures using grant funds for 2021 and \$6,345 in program expenditures using General Fund available fund balance (2020 prior-year surplus) as cash match.
- **Finalized regional growth planning** (including growth target development and adoption by the Growth Management Planning Council 2021).
- On July 1, the King County GMPC approved and transmitted the 2021 Countywide Planning Policies (CPPs) and 2021 Urban Growth Capacity Report (UGCR) to the King County Council. This work is necessary to commence the periodic update to the Citywide Comprehensive Plan, which is required to be completed no later than December 2024. King County Council approved in December 2021 and sent to cities for ratification. Mercer Island City Council approved ratification on March 1, 2022. Progress on implementation of permit fee analysis and level of service analysis.
- City partnered with local firm Hardwick Research to conduct a follow-up to the City's **2020 survey of business needs and challenges**. Digital survey administered June–July to 962 businesses, received 176 responses.
- **Began the Comprehensive Plan Periodic Update** in March 2022, including starting robust public engagement to write an Economic Development Element and update Housing Element.
- Progress on exiting Town Center moratorium enacted in June 2020. Economic analysis completed (April 2021), City Council direction on code amendments (September 2021), Planning Commission recommendation (November 2021), subsequent City Council direction on code amendments (December 2021), second Planning Commission recommendation (February 2022) and final City Council on code amendments (March 2022).
- Adoption of interim development regulations resulting from various state legislative mandates related to affordable housing including HB 1220.
- **Completed Work Plan Items:**
 - Report to Council on implementation of permit fee analysis and level of service analysis.
 - Hired a Senior Planner position to address land use policy including code amendments and comprehensive plan updates beginning July 2021.

FINANCE

- **Thrift Shop moved from Admin Services to Finance.**
- Thrift Shop **launched Restart Rebuild Campaign** to build back the Thrift Shop team

- Implemented early phases of operations recovery plan by expanding operations in August 2021 to five days a week.
- Informal Advisory Group established to continue planning for a full Thrift Shop recovery.
- Appointed Interim Thrift Shop Administrator May 10, 2021 – March 31, 2022 to oversee the recovery of this important community institution and reopening initiative
- Replaced Value Village donation bin at Islander Middle School with Thrift Shop donation bin in early November 2021.
- Hired Thrift Shop Manager and additional staff.
- **Finance System Technology Upgrade Project.** In March 2022, project received full City Council support. Negotiations with the preferred vendor are underway with implementation on track to begin this year.
- Completed the Mid-Biennial Budget Process including significant budget adjustments to rebuild Thrift Shop and Parks and Recreation services and programming.
- Successfully completed the 2020 State Audit, Federal Single Audit, and the Accountability Audit.
- Administered ARPA Funds.
 - Received and allocated first tranche of the City’s \$7.23 million in ARPA funds.
 - Legal and finance teams updated City contracts to ensure compliance with ARPA requirements.
 - Launched ARPA-funded COVID-19 Utility Relief Grant program, awarding eligible households with up to \$2,000 toward overdue water/sewer bills incurred during the height of the pandemic.
- **Completed Work Plan Items:**
 - Finance ad hoc committee reviewed the City’s current budget policies and presented new financial management policies that the City Council adopted in Q3 2021.
 - Conduct a request for proposals by Q3 2021 to assess and evaluate software solutions to upgrade or replace the City’s financial management system.

FIRE

- **Paperless forms.** New paperless overtime forms and process was developed inhouse and implemented in March 2022.
- **Stryker Stretchers.** Purchased new “Stryker” medical stretchers for aid units.
- **Mobile Data Computers.** Worked in conjunction with GIS to install Mobile Data Computers (MDC’s) in two MIDI pumpers, providing technology that integrates routing, pre-incident plans, hazardous material identification, or computer communication with dispatch center. MIFD through King County Emergency Medical Services, acquired funds from Basic Life Support dollars.
- **Fire Marshal Technology enhanced** by acquiring new digital camera for investigation purposes.

- **Diesel Exhaust Extraction System.** Exhaust hose being installed to vent engine exhaust pipe outside of Fire Station 92.
- **Station 91 Security Upgrade.** Four commercial video cameras installed at Station 91. Cameras are connected to the central server within the city and crews will be able to view cameras through a TV monitor located in work area.
- **Enhancement to our physical fitness capabilities.** Replaced two treadmills that had reached their safe and useful life.
- **Public Access Defibrillator Inventory.** Completed an inventory and have identified the City of Mercer Island's need for replacement Public Access Defibrillators and Fire Based Defibrillators.
- **Pre-shift COVID-19 testing.** Acquired COVID-19 kits for daily testing of every fire department member. Test were taken prior to shift to prevent COVID-19 positive members to infect on duty and oncoming crews.
- **Web Based Cameras** installed on all workstations to allow for online training, zoom calls, and spacing of firefighters.
- **Online Burn Permit Approval and Issuance Program.** Beginning in September 2021, the Fire Marshal's Office with technical support from GIS, launched the "first of a kind" online burn permit approval and issuance program. This allows Island residents to apply online (QR Code enabled), review the permit conditions, receive approval or denial, and notify on-duty fire crews of permit issuance all with a click of a button.
- **Launched Business Fire Inspections.** Starting January 1, 2022, the MIFD began business-related fire inspections. The inspections: ensure fire prevention and protection systems are in place and operating appropriately; and familiarize MIFD crews with local businesses, managers, owners, and staff.
- **Permitting.** Permit levels on track or exceeding 2019 levels since October 1, 2021. Implemented improvements including help sheets, form fillable permit documents, and standardized/streamlined permit issuance policies. Applicants can now review documents via the City website and request same day responses to their clarifying questions. As of October, 98% of all fire permits were reviewed and returned prior to the anticipated deadline, with only one permit falling into the 0-6 days post deadline category.
- **Re-instituted Bi-Monthly All Officer Meetings.**
- **Preparing for Light Rail.** Technical rescue instructors participated in light rail cars lift training with Bellevue and Redmond.
- **I-90 Tunnel Safety.** Interim Deputy Fire Chief and Fire Marshal participated with WSDOT to assess the fire extinguishing system deployment inside the Eastern Lid and Mount Baker tunnels.
- **Launched Business Fire Inspections.** Starting January 1, 2022, the MIFD began business-related fire inspections. The inspections ensure fire prevention and protection systems are in place and operating appropriately; and familiarize MIFD crews with local businesses, managers, owners, and staff.

- **New Judge.** Appointed Judge Jeff Gregory as the new Presiding Judge of Mercer Island Municipal Court in December 2021.
- **Operations.** Upon the new appointment in January, the court team began restructuring court daily operations. Some of which include the following:
 - Reworked daily calendar procedures for efficiency and cost saving/resource saving.
 - Created new search warrant procedures for MIPD.
 - Established new requirements on attorney expectations for court.
 - Reworked and added new General Administrative Orders.
- **Amnesty May.** With changing of collection vendors, the court will offer “Amnesty May” which allows individuals to pay off any defaulted fines in collections by waiving all interest and collection fees in an effort to allow individuals better access to relicensing with DOL.
- **Technology Upgrades.** Many changes have begun to update technology into the court. The courtroom audio switched to AV Capture to allow hearings to be stored in the cloud and setting up the ability to listen to hearings from the court website. Scanners were purchased to begin E-file conversion to SharePoint.
- **Jury Trials Resume.** The Facilities team worked with Court staff to ensure the courtroom was ready for jury trials to resume. The court lifted the COVID moratorium and had its first jury trial in April. A new juror process has been put into effect providing confirmation of attendees, exemptions, and deferrals for better and more considerate access to perform the civic service.
- **Community/City Outreach.** The court begins to get involved in Community/City Outreach, for example:
 - Begin talks with Mercer Island’s SRO Lum and local schools for Court/School partnership to increase the access by the local students into learning about our justice system.
 - Bringing artwork into the courtroom from local artists
 - Weekly meetings with local municipalities court judges
 - Presented a “Day in a Court” for local youth for their school

POLICE

- **Restoration of Community Outreach Programs.** Staff virtually revived a number of public outreach programs including Community Emergency Response Team (CERT) training, graduating 20 new emergency management volunteers. Staff supported local National Night Out neighborhood events and launched virtual Paws on Patrol and Neighborhood Watch programs.
- **Appointed IFIT Committee.** Five community representatives have been selected to serve on an independent investigation team known as Independent Force Investigation Team-King County (IFIT-KC). Should anything happen, the IFIT team will investigate applications of deadly force, conducting investigations in the same manner as criminal investigations. During an investigation, MIPD will call on two of the five community representatives.

- **School Resource Officer (SRO) Transition.** Longtime School Resource Officer (SRO), Officer Art Munoz, rotated back to Patrol and Officer Kristina Lum is stepped in as the new SRO.
- **Light Rail Preparation.** Hired two additional officers to focus on the bus intercept / town center area. These two new officers will serve as liaisons between the community, the businesses, and users of the light rail/bus intercept.
- **Marine Patrol.** Secured new Interlocal agreements with Medina and Hunts Point for marine patrol services.
- **Special Cause Support**
 - Breast Cancer Awareness – Officers wore special shoulder patches during the month of October to raise awareness of this terrible disease.
 - Autism Awareness – Officers wore special shoulder patches during the month of April to raise awareness of this developmental disorder.
- **Police Reform Legislation.** The police department adjusted policies and procedures to align with the new laws from the 2021 legislative session. In preparation for the 2022 legislative session, the police chief worked with state legislators to change the new laws to mitigate some of the unintended consequences from the 2021 session.
- **Coyote Management Plan.** The police department worked with our federal partners to address concerns related to coyotes.
- **Emergency Management.** The Emergency Management Department continued to manage and monitor the effects and recovery from the COVID-19 Pandemic. It also responded to:
 - **Extreme Heat Response in June and August.** Opened cooling shelter June 26-28, 2021 serving 141 residents and August 12-13, 2021 serving 28 residents.
 - The EOC team tested the Code Red system (the local emergency alert system) and practiced the Great Shakeout.
- **Completed Work Plan Items:**
 - The Police Department received reaccreditation status in November of 2021, demonstrating that the department complies with the best practices in policing in Washington State.

PUBLIC WORKS

- **Implemented Public Works Department Reorganization.**
 - Consolidated City's engineering functions into one team.
 - Filled several vacant positions including the promotion of the longtime Street Engineer to the Capital Division Manager to lead the CIP group.
 - Prepared for retirements. Managers developed succession planning approach includes mentoring less experienced staff with senior staff (with experience exceeding 100 years) and hiring replacements ahead of retirements to allow for a transition and transfer of institutional knowledge.
- **Acquired property at the intersection of SE 40th Street and Island Crest Way.** Acquisition provides the City needed land at this busy intersection to make necessary traffic safety

improvements, enhance sight lines for motorists and upgrade the sidewalk for pedestrians. Contractor is carefully deconstructing the structures so that the greatest amount of material possible (beams, doors, windows, etc.) is salvaged for reuse locally. The site will be maintained as City open space until future plans are established.

- **Development of ADA Transition Plan.** Adopted ADA Transition Plan to identify, prioritize, and remove barriers, specifically for those with disabilities.
- WSDOT-OEO approved Mercer Island's **CY2020 Title VI Report.**
- **Town Center and Island Crest Way Median Renovation Project.** In April 2021, the City Council approved one-time funding for median clean-up in Town Center and along Island Crest Way. Existing irrigation repaired, over 50 yards of soil added, and nearly 2,000 plants implanted along Island Crest Way.
- **Facility Improvement Project.** Upgraded site security at the Luther Burbank Administrative Building and Mercer Island Thrift Shop.
- **Capital Improvement Projects**
 - **Traffic Safety Improvement Projects**
 - **SE 24th Street and 72nd Avenue SE.** Left turn lanes on 72nd Ave SE removed to improve sightlines for drivers on SE 24th and pedestrians and curb extensions added to all four corners.
 - **92nd Avenue SE.** Three speed bumps were installed on 92nd Ave SE in August and new 4" lane channelization paint applied.
 - **ICW Corridor Safety Analysis.** Hired DKS as the consultant to perform the analysis. Kicked off the public survey to gather community feedback about their experience using Island Crest Way.
 - **76th Ave Mid-Block Crossing.** A preliminary design has been developed for the pedestrian crossing near Aljoia in the town center. The final design is expected to be complete by February 2022 and construction will proceed in Summer 2022.
 - **Sunset Highway/77th Ave. SE Intersection Improvements.** This project is intended to improve pedestrian safety and vehicular circulation on 77th Ave. SE near the light rail station entrance. A consultant was hired and commenced the preliminary design. Construction is anticipated to start in Q3 2022.
 - **West Mercer Way Pedestrian Crossing.** Enhancement of the Mountains-to-Sound Trail crossing of West Mercer Way, including three 12' wide crosswalks, ADA ramps, curbed refuge islands and lighting. This project is complete except for installation of lighting delayed by supply chain issues.
 - **EMW Landslide Repair.** Constructed a 75-foot-long soldier pile retaining wall to stabilize the northbound lane of East Mercer Way in the 5600 block to repair a landslide.
 - **Road Construction Projects**
 - **2021 Arterial Street Construction – East Mercer Way (SE 53rd to 6600 block).** This project resurfaced East Mercer Way with a hot mix asphalt overlay and included a 75-foot-long soldier pile retaining wall to stabilize the northbound

lane of East Mercer Way to repair a landslide. This landslide repair was unanticipated but was quickly designed for construction in conjunction with the roadway overlay.

- **2021 Residential Street Construction - Plat of Mercer Vista (portions of SE 62nd and SE 64th Streets, 82nd and 83rd Avenues).** Streets in the plat of Mercer Vista (portions of SE 62nd and SE 64th Streets, and 82nd and 83rd Avenues) received hot mix asphalt paving. Minor storm drainage and water system repairs and improvements also constructed.
- **East Mercer Way (SE 53rd Place to SE 68th St).** This project resurfaced East Mercer Way from SE 53rd Place to SE 68th Street with a hot mix asphalt overlay. Work included pavement repairs, pre-leveling, paving of the roadway and existing southbound pedestrian shoulder, raising utility castings to grade, and new pavement markings.

○ **Utilities**

- **2021 Sub Basin 42.1 and 42.1a Watercourse Stabilization.** Temporary streambank erosion control measures (sandbags) installed more than 15 years ago along the watercourse east of East Mercer Way near 6500 block are beginning to fail which poses risks to stream banks and increases potential for sedimentation and impacts to habitat in Lake Washington. The project stabilized 1,200 linear feet of eroded watercourse east of East Mercer Way near 6500 block with a series of stream bed control structures that are made of logs and cobbles in the channel, including installation of a timber frame network on soft banks to reduce sediment transport and re-planting along the banks and at the timber frame structures with native plants and trees.
- **Sub-basin 23.2 Watercourse Stabilization.** Consultant was hired, design commenced, and permit application submitted to the US Army Corps of Engineers.
- **Stormwater Conveyance System Assessments.** This project will assess the condition and capacity of selected drainage basins. Systems that lack capacity will be proposed for improvement in future CIP budgets. Consultant was hired and field assessments and system modeling commenced. Work will be completed in Q2 2022.
- **EMW Culvert Replacements.** This project involves replacement of seven culverts on East Mercer Way. A consultant was hired and completed the 60% in November. 90% design is expected in Q1 2022.
- **Sewer Pump Station Condition Assessment.** RH2 was hired to conduct a comprehensive review of the sewer pump stations and prioritize a plan for needed repairs/rehabilitation. This work will be completed in 2022.
- **Sewer Pump Station Generator Replacements.** A consultant was hired to design the replacement of generators at pump stations 23 and 25. Pre-design commenced with final design anticipated for Q2 2022.
- **SCADA – Sewer Equipment Replacement.** This project for the sewer utility involves the replacement of the SCADA system that monitors and controls the sewer pump stations. The upgrade will provide reliable, central monitoring of

the system. A consultant was hired and began design work for the 17 sewer pump station sites in Q3. Design is anticipated to be complete in Q3 2022.

- **Sewer Basin 40 Rehabilitation and Replacement.** The consultant was hired and commenced assessment of the sewer basin 40 system.
- **Booster Chlorination System.** The booster chlorination system will create the ability to increase chlorine levels at the main pump station and reservoir to ensure residual chlorine remains at the appropriate levels throughout the City's water system. The design was completed, and a contractor was hired in Q3. Construction was delayed to February 2022 due to supply chain issues.
- **2021 Water System Improvements.** This project replaced 2,600 feet of water main and appurtenances on 81st Ave. SE between SE 24th Street and NMW and SE 24th Street between 80th and 82nd Ave. SE, north of the park & ride.
- **SCADA – Water Equipment Replacement.** This project for the water utility involves the replacement of the SCADA system that monitors and controls the water system. The upgrade will provide reliable, central monitoring of the system. The project was bid, and contract awarded. Construction commenced but was largely delayed due to supply chain issues associated with procuring the electronic components of the project.
- **Water Reservoir Improvements.** A consultant was hired to examine and identify components that require upgrade or replacement including interior and exterior coatings, structural supports, hatches, and ladders. The tanks were inspected, and a summary report was drafted.
- **Reservoir Pump Station Equipment Assessment & Design.** A consultant was hired to evaluate the reservoir booster pump station equipment to determine if current motor and pump assemblies are adequately sized for future operation and demand. Design will be complete in 2022.
- **Reservoir Generator Replacement.** The design for this project was completed in Q4.
- **Madrona Crest East Water System Improvements.** This project will replace, 4,455 feet of water main and appurtenances. The consultant was hired, and early design work was completed. Construction anticipated to start Q2 2022.

○ **Parks Projects**

- **Luther Burbank South Shoreline Restoration.** Land use permitting is underway. Two King County Waterworks grants were received totaling \$225,000. Construction anticipated in summer 2022.
- **Luther Burbank Dock Repair and Reconfiguration.** 30% design was completed and reviewed by the Parks and Recreation Commission.
- **Lincoln Landing Watercourse Renovation.** The design was completed and bid package finalized for bidding. Bid award anticipated in January 2022.
- **Aubrey Davis Park Trail Safety Improvements.** A consultant was hired, and conceptual design commenced with the goal of developing design alternatives for key locations. Public open house planned for Q1 2022.

- **Open Space Vegetation Management.** 69 total acres received restoration work, including 18 acres of ivy survival rings created. A total of 2,485 trees and shrubs were planted into open space areas.
- **Sustainability Analyst appointed and sustainability program relaunched.** The 2021-2022 adopted budget included a full-time position focused on sustainability initiatives. Kicked off the Climate Action Plan the first week of December 2021. Climate Action Plan (CAP) process underway.
- **Conducting Internal Fleet Asset Audit.** Internal audit ensures up-to-date records in Cityworks (the City's Asset Management System). Allows staff to begin building fleet-specific reports and establish a central location for all departments to reference current fleet information.
- **Completed Work Plan Items:**
 - Complete the Risk & Resiliency Assessment by Q2 2021.
 - Update the Emergency Response Plan (RRA & ERP Plan) by Q4 2021.

RECREATION DIVISION

- Near completion of the Mercedale Park Playground Renovation.
- **Adopted the Mercer Island Community and Event Center & Recreation Programs and Services Strategy.**
- **Completed the PROS Plan.** Adopted the 2022 Parks, Recreation and Open Space (PROS) Plan at the City Council meeting on March 1.
- **Grants and Other Funding for Parks Projects**
 - \$379,000 Grant Awarded for Luther Burbank Dock Renovation
 - \$60,000 Grant Awarded for the Luther Burbank South Shoreline Project
 - \$193,000 Grant Awarded for Luther Burbank tennis courts and install pickleball courts
 - \$85,000 Allocated from the 2022 Washington State Capital Budget for Luther Burbank Park's Waterfront Activity Center
- **Resumed regular MICEC services and recreation events after nearly a full year moratorium.**
 - Further implemented Phase 1 and 2 of the Recreation Reset Strategy.
 - Hired and onboarded 7 new full-time staff positions specific to recreation services, converted 2 positions to FTE.
 - Community Center re-opened in August 2021, offering volleyball, badminton, and pickleball.
 - Implemented King County's business vaccine verification program. The program ran from October 25, 2021 through March 1, 2022.
 - In February 2022, all rooms are open for reservations again and the Mercer Room will come back online in May.
 - Expanded hours and access to MICEC in April 2022. Providing public access to the MICEC 6-days a week, with the opportunity to rent the facility 7 days a week. Casual

patronage of the facility (i.e., hanging out or just popping in) remains very low, however drop-in programs and rental requests are seeing close to pre-pandemic levels.

- **Resumed City-run events**, including Mostly Music in the Park, Summer Camps, Hallow-Weekend, Illuminate MI, Forest Restoration Events, and permitted 7 public events coordinated by third party organizations.
- Process Improvements
 - **Online Reservation System for Picnic Area Rentals** (June 2021).
 - Boat Launch PayByPhone Payment System.
 - Installed Card Reader Access System at South Mercer Playfields and Island Crest Park Batting Cages/Concession Stands.
 - Approved new Special Events Sponsorship Policy.
- Launched Lifejacket Loaner Station at Mercer Island Boat Launch.
- Adopted new policies for: MICEC Facility Use and Allocation, Differential Pricing, Special Event Sponsorships.
- **Public Art Stewardship.** Contracted with ArtSite to assess the public art collection, including adding recommendations for collection safety, and completed routine public art maintenance on 40+ works of art. Started major restoration work for pieces damaged in 2020-2021, including restoring *Fire Flower* by Gisel Berman.
- Hosted volunteer appreciation event on October 7, 2021.

YOUTH AND FAMILY SERVICES

- Grants, Fundraising Successes, and Other Recognition:
 - **\$9,000 Get Active Stay Active Grant** awarded by King County Councilmember Claudia Balducci for scholarships for low-income families to participate in camps and recreational opportunities.
 - **\$2,500 Windermere Foundation Grant** Awarded to the YFS Food Pantry.
 - MIYFS Foundation Tree Lot netting over \$40,000 throughout the 2021 holiday season. 200 volunteers helped sell 1,000 trees, 300 wreaths, and 800 ft of garland! All donations support the City's Food Pantry and other programs delivered by MIYFS.
 - YFS Team Received Philanthropy Award from MIYFS Foundation.
 - MIYFS School-based counseling team received Children's Advocate Award from MIPTA Council.
- **Back to School Shoe Program.** MIYFS Emergency Assistance Program provided 65 Mercer Island students assistance with shoes, school supplies, and back-to-school clothes.
- **2021 YFS Holiday Program.** The program helped 95 children in 47 households. The YFS Holiday Meal program supports Mercer Island households by providing additional grocery funds for holiday meals in November and December each year. In November and December, 89 households – including 27 seniors – were assisted by the holiday meal programs.

- **Parenting Series.** MIYFS School-Based Counselors held a series of parent support events in partnership with Parent Edge. Additionally, the Healthy Youth Initiative coordinated the [Incredible Years parenting program](#) for parents of children ages 2-6.
- MIYFS staff resumed offering in-person clinical and case management appointments (by appointment only) at the Luther Burbank Administration Building on March 1. Telehealth appointments remain available as a service delivery option.
- MIYFS Food Pantry transitioned from the Slater Room at MICEC to operating out of Luther Burbank on March 1.



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6122
July 19, 2022
Public Hearing

AGENDA BILL INFORMATION

TITLE:	AB 6122: A public hearing and first reading of Ordinance No. 22C-14 (renews Ordinance No. 21C-23) on interim regulations in MICC 19.16.010 related to emergency shelters and housing, transitional housing, and permanent supportive housing in response to E2SHB 1220.	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Complete public hearing and schedule a second reading of Ordinance No. 22C-14 for September 6, 2022.	

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, Interim CPD Director Adam Zack, Senior Planner
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 22C-14
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to conduct a public hearing and first reading of Ordinance No. 22C-14 (renews Ordinance No. 21C-23) to consider the renewal of the interim regulations adopted in MICC 19.16.010 related to emergency shelters and housing, transitional housing, and permanent supportive housing in response to E2SHB 1220.

- During the 2021 state legislative session, the legislature passed [E2SHB 1220](#), requiring amendment of Title 19 Mercer Island City Code (MICC). The timeline imposed by this legislation required the City to comply with the new requirements by September 30, 2021.
- Interim regulations were adopted by Ordinance No. 21C-23 at the September 21, 2021, City Council meeting. The interim regulations are set to expire on September 21, 2022. The City must renew the interim regulations or adopt permanent regulations before the expiration date to maintain compliance with State law. Draft Ordinance No. 22C-14 will renew the interim regulations for six months to ensure Title 19 MICC remains consistent with state law (Exhibit 1).

- E2SHB 1220 also requires the WA Department of Commerce to identify the number of housing units necessary to manage projected growth for counties and cities planning under the Growth Management Act (GMA). This will include the following housing types:
 - Housing units for moderate, low, very low, and extremely low-income households, and
 - Emergency housing, emergency shelters, and permanent supportive housing.
- The WA Department of Commerce has not yet identified the number of housing units and types as required by E2SHB 1220. This information is needed so that the staff may complete their work on the permanent regulations.
- Ordinance 22C-14 renews the interim regulations adopted last year to allow the City time to develop permanent regulations once the Department of Commerce identifies the requisite housing units necessary to manage projected growth.

BACKGROUND

E2SHB 1220: Emergency Shelters and Housing

[E2SHB 1220](#) addresses transitional housing, emergency shelters, and permanent supportive housing. The bill contains new requirements for Comprehensive Plan housing element updates and creates new requirements for cities' zoning/development regulations regarding indoor shelters and housing for the homeless, summarized below:

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

The City's development code currently includes some spacing restrictions; staff recommends retaining these restrictions for now and will further evaluate them for compliance with E2SHB 1220 when developing a permanent code amendment in 2023.

Projected Need

E2SHB 1022, amended the Growth Management Act (GMA) to require cities to include in the housing element of their comprehensive plans "an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth, as provided by the department of commerce, including: (i) Units for moderate, low, very low, and extremely low-income households; and (ii) Emergency housing, emergency shelters, and permanent supportive housing" (RCW 36.70A.070(2)(a)). In addition to including this inventory and analysis, the City will be required to identify sufficient land capacity to accommodate the projected need (RCW 36.70A.070(2)(c)). Meeting these requirements is contingent on the determination of projected need Commerce is in the process of preparing.

The work to comply with the Comprehensive Plan requirements of E2SHB 1220 is currently underway as part of the periodic update.

ISSUE/DISCUSSION

State law allows for interim ordinances to be renewed for 6 months provided a subsequent public hearing is held and findings of fact are made prior to each renewal. Ordinance No. 22C-14 will renew the interim regulations adopted in 2021 by Ordinance No. 21C-23 for a 6-month period from September 2022 to March 2023.

Ordinance No. 22C-14

E2SHB 1220 Section 4 requires the City to allow the following:

- Transitional housing and permanent supportive housing in any zones in which residential dwelling units or hotels are allowed, and
- Indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.

The City currently allows social service transitional housing and special needs group housing as defined in [Mercer Island City Code \(MICC\) 19.16.010](#) in residential zones. The definitions for these uses include many uses similar to those required by E2SHB 1220 Section 4 and only require minor clarifying amendments to be consistent. Ordinance No. 22C-14 will renew the following interim definitions established by Ordinance No. 21C-23:

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

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

NEXT STEPS

Staff recommends that the City Council conduct the public hearing and schedule a second reading of Ordinance No. 22C-14 on September 6, 2022.

Permanent regulations will be developed once the Department of Commerce has provided the projected needs for housing and shelter. The timeline for completing of this work is currently estimated as early 2023.

RECOMMENDED ACTION

Conduct the Public Hearing and first reading of Ordinance No. 22C-14 and set the second reading and adoption on September 6, 2022.

**CITY OF MERCER ISLAND
ORDINANCE NO. 22C-14**

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, RENEWING THE INTERIM REGULATIONS ADOPTED BY ORDINANCE NO. 21C-23 ON DEFINITIONS RELATING TO EMERGENCY SHELTERS AND HOUSING, TRANSITIONAL HOUSING, AND PERMANENT SUPPORTIVE HOUSING; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, Commerce has not yet assigned the City of Mercer Island a number of units for permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters; and

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

WHEREAS, the City is authorized under RCW 36.70A.390 to pass an interim zoning and official control ordinance for up to one year if a work plan is developed for related studies providing for such a longer period; and

WHEREAS, the City is authorized under RCW 35A.63.220 and 36.70A.390 to pass an interim zoning and official control ordinance, provided it holds a public hearing on the same within sixty days after passage if it has not previously held a public hearing on the proposed ordinance; and

WHEREAS, on September 21, 2021, the City Council adopted Ordinance No. 21C-23, which established interim regulations relating to emergency shelters and housing, transitional housing, and permanent supportive housing; and

WHEREAS, on September 21, 2022, the interim regulations adopted by Ordinance No. 21C-23 will expire; and

WHEREAS, the City is authorized under RCW 35A.63.220 and 36.70A.390 to renew an interim zoning and official control ordinance for one or more six-month periods provided a subsequent public hearing is held and findings of fact are made prior to each renewal; and

WHEREAS, it is necessary to renew the interim regulations established by Ordinance No. 21C-23 for an additional six months to allow additional time for Commerce to determine the City's projected need for emergency housing, emergency shelters, and permanent supportive housing; and

WHEREAS, on July 19, 2022, the City Council held a public hearing and had their first reading of this ordinance; and

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

Section 1: Findings. The findings adopted for Ordinance No. 21C-23 and the "Whereas Clauses" set forth in the recitals of this Ordinance are hereby adopted as the findings of the City Council for passing this Ordinance.

Section 2: Interim Ordinance No. 21C-23 Renewed. The interim regulations established by Ordinance No. 21C-23 are renewed by this Ordinance and shall continue in effect for a period of six months from the effective date established in Section 4 of this Ordinance, unless repealed, extended, or modified by the City.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance or any municipal code section amended hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance or the amended code section.

Section 4: Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force on September 21, 2022, provided five days have passed since publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON XXXXXX XX, 2022.

CITY OF MERCER ISLAND

Salim Nice, 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 6126
July 19, 2022
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6126: ARCH Revenue Options Focus Group Delegates	<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:	Appoint up to two Councilmembers to join the ARCH Revenue Options Focus Group.	

DEPARTMENT:	Community Planning and Development
STAFF:	Alison Van Gorp, Deputy CPD Director
COUNCIL LIAISON:	n/a
EXHIBITS:	n/a
CITY COUNCIL PRIORITY:	n/a

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to appoint up to two City Council delegates to serve on the ARCH (A Regional Coalition for Housing) Revenue Options Focus Group.

BACKGROUND

[ARCH](#) is a partnership of King County and East King County Cities working to preserve and increase the supply of housing for low- and moderate-income households in the region. ARCH was created by interlocal agreement in 1992 and the City of Mercer Island has been a member since 1993.

ARCH supports its members to develop housing policies, strategies and regulations; efficiently administer housing programs; coordinate city investments in affordable housing; and assist people looking for affordable rental and ownership housing.

ISSUE/DISCUSSION

Each year, the ARCH Housing Trust Fund solicits proposals and funds local affordable housing development projects. This year, the potential interest in the upcoming 2023 funding round is immense. Total potential capital requests could be in excess of \$28 million, for projects that would create 1,700 affordable units. This

will far outstrip the funding available – the Housing Trust Fund typically is able to provide about \$3 to \$5 million in funding allocations each year.

Since 2007, ARCH’s work program has included exploration of a dedicated funding source to support affordable housing. In light of the growing pressure to increase production of affordable housing, together with the potential pipeline of projects to invest in, ARCH staff believe that a renewed discussion of dedicated revenue sources is urgently needed.

ARCH is convening a focus group composed of council members from each member jurisdiction to solicit input on potential new revenue options. ARCH is asking each member jurisdiction to identify up to two Council members to join the focus group. The focus group meetings will be scheduled based on the availability of the membership; ARCH would like to schedule one meeting this summer and likely another in the fall. Due to the difficulty of scheduling this type of meeting during the summer, the Council should identify 2 delegates plus an alternate. If either of the 2 delegates is not able to attend a meeting, the alternate would attend in their place. This feedback from the focus group will be used to further develop one or more proposed revenue options that the ARCH Executive Board will consider recommending to member jurisdictions to collectively advocate for as a part of each jurisdictions’ upcoming state legislative agenda.

RECOMMENDED ACTION

Appoint Councilmember(s) _____ as members of the ARCH Revenue Options Focus Group.



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

**AB 6123
July 19, 2022
Regular Business**

AGENDA BILL INFORMATION

TITLE:	AB 6123: Climate Action Plan Update	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Receive report on Climate Action Plan progress to date and provide initial direction on the draft goals and actions, updated project schedule, and draft survey questions.	

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations Ross Freeman, Sustainability Analyst
COUNCIL LIAISON:	Jake Jacobson Craig Reynolds Ted Weinberg
EXHIBITS:	<ol style="list-style-type: none"> 1. Draft Goals and Targets List 2. Draft Strategies and Actions List 3. GHG Inventory Snapshot 4. GHG Wedge Analysis Snapshot 5. Statistical Survey Mockup
CITY COUNCIL PRIORITY:	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to provide an update on Mercer Island’s Climate Action Plan (CAP) to date and receive City Council feedback regarding the Draft Goals and Actions.

- The City’s Climate Action Plan (CAP) process launched in December 2021 with a community kickoff meeting during which attendees provided early input on the vision, goals, and desired Greenhouse Gas (GHG) actions for Plan.
- Cascadia Consulting Group (CCG) was hired in early 2022 to develop a range of foundational products that will ultimately inform the drafting of the entire Plan.
- The City continues to use its Let’s Talk public engagement website to publish CAP documents, solicit feedback, and make announcements (see: <https://letstalk.mercergov.org/climate-action-plan>). A feedback form is currently accepting comments on the draft list of goals, strategies, and actions.
- The presentation will provide a general update on the planning work to date and also introduce two new CAP elements: an updated GHG inventory for Mercer Island using data through 2020 depicting the current emissions trajectory; and an interactive “wedge analysis” that assesses the GHG

contribution of different sectors of the economy and allows the exploration of various emission scenarios.

BACKGROUND

In 2007, the City adopted a GHG reduction target of 25% by 2020, 50% by 2030 and 80% by 2050 (compared to a 2007 baseline). In 2011, Mercer Island became a founding member of the King County-Cities Climate Collaboration (K4C). This alliance of 20 local governments helps support climate solutions, share success stories, advocate for legislation, and coordinate multi-city initiatives to achieve shared climate goals and targets.

In June 2021, King County's Growth Management Planning Council (GMPC) updated countywide planning policies that tightened the 2050 emissions target to a 95% reduction. The Mercer Island City Council ratified this, and other, new policies, with [Resolution 1620](#) on March 1, 2022, and it took effect on April 6, 2022.

The City's Climate Action Plan will provide a long-term cohesive planning document that organizes Greenhouse Gas (GHG) reduction and adaptation actions and programs in a strategic manner, ranks implementation priorities, identifies a protocol for tracking progress on a regular schedule, and enhances the City's existing GHG Dashboard webpage. The outcomes of the CAP will be adopted into the City's Comprehensive Plan, for which an update is currently underway.

ISSUE/DISCUSSION

Since May, the City Council Sustainability Committee has been meeting every few weeks to review key work products that are included in tonight's materials.

Exhibit 1 - Draft Goals and Targets: This list was developed with consideration given to the City's prior climate commitments, to existing emissions targets at the regional or King County level, and to the effects of state or federal legislation. Staff are seeking initial feedback from the City Council on the Draft Goals.

Exhibit 2 - Draft Strategies and Actions: This list of approximately 60 greenhouse gas reduction, mitigation, and resiliency measures is the result of existing City climate commitments, the City's updated emissions trajectory, other recent Climate Action Plans on the West Coast, guidance from regional climate plan toolkits, current best practices, and suggestions from the public.

Ranking Process for Draft Strategies and Actions

The City's consulting team further annotated Exhibit 2 using relative ranking criteria (on a scale of 1= low and 5 = high) based on best professional judgement. They attributed an estimated cost (to the City or a participant) and estimated impact (i.e. GHG benefits or resiliency gains) to each strategy and action.

In order to facilitate tonight's discussion, the Council Sustainability Committee used these rankings, and other information over the past few weeks, to divide the list into three categories using the following rubric:

1. *Yes, keep this action in the CAP;*
2. *Maybe, but needs more discussion or research;*
3. *Explore this action in the future.*

The summary of the Committee's recommendation appears in the right hand, gold columns in Exhibit 2, where a combined grade of "A" signifies strong support, "B" moderate support, and "C" signifies less support at this time.

The draft strategies and actions list will be refined several more times before the full draft of the CAP is written and then circulated widely for public feedback in early fall.

Additionally, the City will also be mailing a statistically significant survey (scheduled to be released in late August) to approximately 2,500 randomly selected Mercer Island households to gain a better sense of community support for each action. These survey results will be incorporated into the final draft CAP.

Exhibit 3 - Updated GHG inventory: This exhibit provides a snapshot of Mercer Island’s emissions trajectory through 2020 (both municipal operations and community), using the last 4 years of data collected. While the City has continued to collect and tabulate raw data since 2016, a full calculation of total and per capita emissions (in Carbon Dioxide equivalent, or CO₂e) has not been performed since 2016.

Based on the current regional practices of cities (both large and small) that report publicly on their GHG inventory, staff anticipate publishing a full inventory update every 2-3 years going forward. Several of the datasets that underpin inventory calculations are only produced annually, and the skilled work required to produce and cross-check a full GHG inventory is quite significant. Note that the City will continue to publish annually on its website various climate-related key performance indicators (KPI’s) such as raw gas/electric usage, solar installations, electric vehicle ownership, green power purchases, etc. In addition, staff currently expect to produce an annual report on Climate Action Plan achievements.

Exhibit 4 - GHG Wedge Analysis: The Sustainability Committee participated in a live demonstration of the wedge tool at its June 16 meeting and the consultant will conduct a similar demonstration for the entire City Council. A static snapshot depicting an example wedge output is available as Exhibit 4.

This tool graphically depicts the relative contribution of various GHG reduction or mitigation actions at the federal, state, and local level, and also the amount of reduction that is yet to be attained by Mercer Island in order to meet its adopted emissions goals through 2050. Unlike other recent CAP’s in the region, this City’s version is a more customizable product benefitting from the consultant’s parallel work on a wedge for the entire 3-County region (Puget Sound Regional Emissions Analysis – PSREA).

Due to its custom nature, the Mercer Island Wedge can be toggled to emphasize different sectors of the economy. This tool will help the City evaluate different GHG reduction scenarios and will provide another means to determine which actions have the greatest potential impact.

Updated CAP Schedule

The schedule to complete the CAP has been adjusted and now reflects a Q1 completion date. This adjustment allows for the completion of the statistically valid survey and accommodates Sustainability Committee meetings and community outreach this fall:

- July 19 – City Council update regarding the CAP: GHG wedge demo, solicit initial Council input on draft goals/strategies, and discuss future public engagement opportunities in Q3/Q4.
- July Sustainability Committee meeting – Final review of statistical survey questions and process; continued input on reduced number of goals/actions.
- End of August to mid-September – Statistically valid survey on Goals/Actions.
- September Sustainability Committee Meetings – Review survey results, update drafted goals/actions and fine-tune language in Draft CAP plan.
- October – Community Meeting (postponed from June) to solicit community feedback on the Draft CAP.

- October – Present Draft CAP to the City Council for review and feedback.
- October/November - Additional public engagement activities if needed with direction from City Council.
- November/December/January – Complete public engagement and Finalize CAP for adoption.
- February 2023 – Present Final CAP to City Council for adoption.

Exhibit 5 – STATISTICAL SURVEY: In order to better gauge the level of community support and willingness to participate in a particular GHG reduction program or action, the City Council requested a statistically valid survey be conducted later this summer. The full text of the draft questions proposed for use in the mailed survey are included as Exhibit 5; note that these will be laid out graphically in the actual mailed survey document. The last two pages of Exhibit 5 also depict examples of the layout to be used for the online version.

Similar to other recent City surveys, by mailing to a randomly selected subset of 2,500 Island addresses, the City can achieve a 95% level of confidence, assuming 400 surveys are returned. Recipients will have the option to mail the survey back in a prepaid envelope or take the survey online using a one-time code for access. Other community members will also be able to take the online survey, hosted on the City’s Let’s Talk platform, if they wish, although these results will not be considered statistically representative of the Island as a whole.

NEXT STEPS

At this time, the next scheduled CAP presentation before City Council is set for October 18, 2022, when Council will review the results of the statistical survey and receive an update on plan development.

RECOMMENDED ACTION

Receive report on Climate Action Plan progress to date and provide initial direction on the draft goals and actions, updated project schedule, and draft survey questions.

DRAFT Goals, Targets & Metrics

Goals, Targets & Metrics Information					
Focus Area	Strategy	Metric or KPI	Suggested 2030 Target	Suggested 2050 Target	K4C Target (for reference)
Buildings & Energy	Transition to non-fossil building energy.	Reduction in building GHG emissions (MTCO ₂ e)	78% reduction compared to 2019	97% reduction compared to 2019	Reduce natural gas and other fossil fuel use in existing buildings by at least 20% by 2030 and 80% by 2050.
Buildings & Energy	Transition to non-fossil building energy.	Increase in the amount of local solar generation (total new MW)	1Mw	2.5Mw	Require 80% carbon neutral electricity by 2030, and 100% clean electricity by 2045. (Also driven by CETA)
Buildings & Energy	Transition to non-fossil building energy.	Reduction in building natural gas, propane, & fuel oil consumption (MMBTU)	35% reduction compared to 2019	92% reduction compared to 2019	Reduce 70% of energy emissions from new building and reach net-zero GHG emissions in new buildings by 2031.
Buildings & Energy	Reduce energy use in new and existing buildings.	Reduction in communitywide energy use (MMBTU)	22% reduction compared to 2019	63% reduction compared to 2019	Reduce energy use in all existing buildings 25% by 2030 and 45% by 2050 compared to 2017.
Transportation	Transition to cleaner vehicles & equipment.	% of vehicles that are Evs	65% of new vehicles 20% of all vehicles	100% of all vehicles	Increase use of electric vehicles such that 100% of light duty vehicles, and at least 60% of medium duty, and 40% of heavy-duty vehicles are electric by 2050.
Transportation	Reduce vehicle travel.	Reduction in overall vehicles miles traveled (passenger + freight)	1% reduction from 2019	5% reduction from 2019	Reduce countywide driving per capita by 20% by 2030 and 50% by 2050, compared to 2017 levels.
Transportation	Transition to cleaner vehicles & equipment.	Reduction in average vehicle carbon intensity (MTCO ₂ e/mile)	44% reduction compared to 2019	96% reduction compared to 2019	
Transportation	Transition to cleaner vehicles & equipment.	Reduction in onroad transportation GHG emissions (MTCO ₂ e)	45% reduction compared to 2019	96% reduction compared to 2019	
Transportation	Reduce aviation emissions.	% reduction in aviation fuel use % reduction in aviation fuel carbon intensity	5% reduction in aviation fuel use compared to 2019 10% reduction in aviation fuel carbon intensity compared to 2019	15% reduction in aviation fuel use compared to 2019 95% reduction in aviation fuel carbon intensity compared to 2019	
Consumption & Disposal	Reduce waste generation & landfill disposal.	Increase in waste diverted from landfills (% of waste diverted)	70% diversion rate Zero waste of edible food	100% diversion rate	Achieve a 70% waste diversion rate and zero waste of resources with economic value for reuse and zero waste of edible food waste by 2030.
Consumption & Disposal	Reduce waste generation & landfill disposal.	Reduction in landfilled waste (tons)	11% compared to 2019	60% compared to 2019	Achieve a 70% waste diversion rate and zero waste of resources with economic value for reuse and zero waste of edible food waste by 2030.
Consumption & Disposal	Reduce waste generation & landfill disposal.	Reduction in sold waste GHG emissions (MTCO ₂ e)	81% reduction compared to 2019	86% reduction compared to 2019	
Consumption & Disposal	Reduce waste generation & landfill disposal.	Increase in diversion of construction & demolition (C&D) waste and other recyclable and compostable materials from landfills.	85% of C&D waste diverted	85% of C&D waste diverted	
Consumption & Disposal	Consume sustainably.	Reduction in community waste generated, including solid waste, recycling, and compost (% of waste generated)	No net increase in waste generation compared to 2019 levels	Reduce overall waste generation by 10% compared to 2019 levels	Achieve a 70% waste diversion rate and zero waste of resources with economic value for reuse and zero waste of edible food waste by 2030.
Natural Systems	Increase urban tree canopy and green space.	Increase in the % of acreage that could support tree canopy that is covered by trees (% of coverage)	50% increase compared to 2018 (most recent tree canopy assessment)	70% increase compared to 2018 (most recent tree canopy assessment)	
Natural Systems	Foster healthy & resilient natural systems.	N/A	N/A	N/A	
Community Resilience	Increase community resilience to climate impacts.	TBD based on community feedback	TBD based on community feedback	TBD based on community feedback	

Community Resilience	Prepare infrastructure & services for climate change.	TBD based on community feedback	TBD based on community feedback	TBD based on community feedback	
Cross-Cutting & Municipal	Engage and support community climate action.	Reduction in community GHG emissions (MTCO ₂ e)	50% below 2007 baseline levels	95% below 2007 baseline levels	Reduce emissions 50% below 2007 levels by 2030; 75% below 2007 levels by 2040; and 95% below 2007 levels and net carbon neutral by 2050.
Cross-Cutting & Municipal	Reduce climate impact of municipal operations.	Reduction in municipal GHG emissions (MTCO ₂ e)	Carbon neutral	Carbon neutral	
Cross-Cutting & Municipal	Institutionalize climate considerations into City planning & decision-making.	N/A	N/A	N/A	

DRAFT Strategy & Action Information						Multi Criteria Analysis						
Focus Area	Strategy#	Strategy	Action#	Action Name	Action Description	Low Cost = 1		Low GHG Impact or Low Benefit = 1		A= Strong & C = Weak		
						Cost	Rationale	Impact	Rationale	Committee Avg	Rank	
Buildings & Energy	BE1	Transition to non-fossil building energy.	BE1.1	All-electric building code	Adopt energy code to require all-electric new construction for commercial and multi-family residential buildings.	3	-Applies to new construction (not existing building), so contractors will not incur substantial cost for retrofits - Primary cost to City = staff time to develop policy - May save money for residents in the long-term as natural gas prices continue to rise	3	- Electrification is a foundation for transitioning away from fossil fuels/maximizing impact of CETA - However, limited to new buildings, which is small proportion of overall building stock - Mandatory energy codes/requirements are the strongest levers to advance electrification	CR: A TW: A JJ: C	1.67	B+
Buildings & Energy	BE1	Transition to non-fossil building energy.	BE1.2	Electric panel upgrade requirements	Require electric panel upgrades upon sale and/or rental turnover for residential and commercial buildings to facilitate the transition to clean electricity buildings and vehicles.	3	- Cost to City = staff time to develop policy - Cost to community/contractors = panel upgrades	2	- Foundational action for electrification (action itself doesn't have GHG reduction impact, but important precursor to transportation and building electrification)	CR: B TW: B JJ: C	2.33	B-
Buildings & Energy	BE1	Transition to non-fossil building energy.	BE1.3	Heat pump rebates & education	Partner with PSE and other regional partners to expand regional electric heat pump pilot program and campaign to replace natural gas-powered furnaces and increase energy efficiency in existing commercial and residential buildings.	4	- Cost to City = staff time to partner on campaigns - Cost to community = heat pump purchases - Potential cost savings to community as natural gas prices rise	5	- Electrification is a foundation for transitioning away from fossil fuels/maximizing impact of CETA - Wedge analysis indicates that existing building electrification a high impact strategy for Mercer Island - Voluntary measures typically have lower impact	CR: B TW: A JJ: C	2.00	B
Buildings & Energy	BE1	Transition to non-fossil building energy.	BE1.4	Burnout ordinance	Prepare a "burn-out" ordinance requiring that expired fossil fuel furnaces or water heaters are replaced with available electric alternatives.	3	- Cost to City = staff time to prepare ordinance - Cost to community = replacing furnaces and water heaters - Potential cost savings to community as natural gas prices rise	5	- Electrification is a foundation for transitioning away from fossil fuels/maximizing impact of CETA - Mandatory energy codes/requirements are the strongest levers to advance electrification	CR: B TW: B JJ: B	2.00	B
Buildings & Energy	BE1	Transition to non-fossil building energy.	BE1.5	Solar panel expansion	Partner with PSE and other regional partners to promote state and federal renewable energy incentives to fund onsite residential and commercial solar power projects.	4	- Cost to City = staff time to research and promote state and federal incentives and work with PSE - Cost to community = solar installation	3	- Local renewable energy generation less impactful in light of CETA	CR: A TW: A JJ: B?	1.33	A-
Buildings & Energy	BE1	Transition to non-fossil building energy.	BE1.6	Expand solar energy storage & grid resiliency	Accelerate improvements to the energy grid and storage to facilitate the transition to renewable energy sources. Improvements may include subsidy and grant programs to reduce the cost of battery storage in existing buildings and electric vehicle charging/storage system installations.	3	- High cost to City to fund grid and storage improvements	3	- Local renewable energy generation less impactful in light of CETA - Important foundational action to ensure smooth transition to electrification	CR: C TW: B JJ: C	2.67	C+

DRAFT Strategy & Action Information						Multi Criteria Analysis						
Focus Area	Strategy#	Strategy	Action#	Action Name	Action Description	Low Cost = 1		Low GHG Impact or Low Benefit = 1		A= Strong & C = Weak		
						Cost	Rationale	Impact	Rationale	Committee Avg	Rank	
Buildings & Energy	BE1	Transition to non-fossil building energy.	BE1.7	Green Power Program	Conduct education and outreach to encourage businesses and residents to enroll in Puget Sound Energy's (PSE) Green Power Program.	2	- Cost to City = staff time for education and outreach - Cost to community = Green Power Program cost difference	3	- Switching to green energy early can have a significant impact, especially if larger businesses enroll - However, in light of CETA, slightly less impactful - Voluntary measures are also generally less impactful	CR: B TW: A JJ: B?	1.67	B+
Buildings & Energy	BE1	Transition to non-fossil building energy.	BE1.8	Contractor incentive & training program	Work with regional jurisdictions and agencies to expand upstream and midstream incentives for building electrification retrofits to local distributors and contractors. Create or promote a contractor training and/or certification program focused on efficient, electric heat pump installation.	3	- Cost to City = staff time - High cost of retrofits for community/contractors - Potential cost savings to community as natural gas prices rise	4	- Electrification is a foundation for transitioning away from fossil fuels/maximizing impact of CETA - Wedge analysis indicates that existing building electrification a high impact strategy for Mercer Island - Voluntary measures typically have lower impact	CR: C TW: C JJ: C	3.00	C
Buildings & Energy	BE2	Reduce energy use in new and existing buildings.	BE2.1	Energy efficiency incentives	Partner with PSE and other local jurisdictions and organizations to provide and promote energy efficiency incentives and rebate programs for residents and businesses. Offer free home energy audits and upgrade programs for income-eligible residents.	3	- Cost to City = staff time - Cost of incentives and rebates - High cost of retrofits for community/contractors - Potential cost savings to community as natural gas prices rise - Assume cost sharing with other jurisdictions	4	- Energy efficiency important emissions reduction tool as we wait for the grid to get cleaner from CETA - Wedge analysis indicates that existing building electrification a high impact strategy for Mercer Island - Voluntary measures typically have lower impact	CR: C TW: B JJ: B	2.33	B-
Buildings & Energy	BE2	Reduce energy use in new and existing buildings.	BE2.2	Streamlined permitting for Energy Efficiency projects	Streamline permitting processes for residential, multi-family, and commercial energy efficiency projects to incentivize retrofits.[CPD believes few gains to be had from add'l streamlining.]	NA	NA	NA	NA	CR: A TW: C JJ: 0	N/A	N/A
Buildings & Energy	BE2	Reduce energy use in new and existing buildings.	BE2.3	State building code enforcement	Build awareness of the Washington Clean Buildings Act requirements that all new and existing commercial buildings over 50,000 s.f. must reduce their Energy Use Intensity 15% compared to the 2009-2018 average. Connect commercial building owners with state resources to comply with the Act.	2	- Cost to City = staff time - Minimal additional costs to community since already a requirement	3	-Energy efficiency an important emissions reduction strategy, particularly as we wait for the grid to get cleaner through CETA - Awareness building and connecting developers with resources an important first step for compliance but on their own don't significantly impact emissions	CR: C TW: B JJ: B	2.33	B-
Buildings & Energy	BE2	Reduce energy use in new and existing buildings.	BE2.4	Point-of-sale green building requirements	Require point-of-sale disclosures for residential or commercial buildings to either (1) disclose energy use or (2) implement energy retrofits at point of sale.	3	- Primary cost to City = staff time - Developing systems for energy tracking and disclosure minimal cost to developers - Depending on extent, retrofitting buildings could incur meaningful costs to building owners - Potential cost savings from energy efficiency	3	- Energy efficiency an important emissions reduction strategy, particularly as we wait for the grid to get cleaner through CETA - Requirements more impactful than voluntary measures - Retrofits have more impact than energy disclosures - Important mechanism for reducing GHG emissions from existing building stock	CR: A TW: A JJ: C	1.67	B+

DRAFT Strategy & Action Information						Multi Criteria Analysis						
Focus Area	Strategy#	Strategy	Action#	Action Name	Action Description	Low Cost = 1		Low GHG Impact or Low Benefit = 1		A= Strong & C = Weak		
						Cost	Rationale	Impact	Rationale	Committee Avg	Rank	
Buildings & Energy	BE2	Transition to non-fossil building energy.	BE2.5	Built Green & LEED-certified buildings	Conduct a campaign to promote LEED and Built Green certifications for residential and commercial buildings.	4	- Cost to City = staff time for campaign development and implementation - Cost to community = cost of building improvements and certifications - Potential cost savings from energy efficiency	2	- Energy efficiency an important emissions reduction strategy, particularly as we wait for the grid to get cleaner through CETA - Energy efficiency in existing buildings more impactful - Voluntary measures typically have lower impact - Limited scale b/c only limited to new construction	CR: B TW: A JJ: A	1.33	A-
Transportation	TR1	Transition to cleaner vehicles & equipment.	TR1.1	EV-readiness requirements	Introduce electric vehicle charging readiness requirements for new buildings that exceed state building code requirements.	2	- Minimal costs for developers to install - Cost to city = staff time to develop codes and enforce them	2	- Foundational step for widespread EV adoption - Mandates more impactful than voluntary measures - Readiness does not necessarily mean that chargers will be installed, limiting impact of this measure - New buildings make up proportionally much less of overall building stock	CR: A TW: A JJ: C	1.67	B+
Transportation	TR1	Transition to cleaner vehicles & equipment.	TR1.2	EV charging incentives & rebates	Expand incentives for EV charging for multi-family homes, apartment buildings, major employers, and parking garages.	4	- Cost to City = incentives and staff time - Costs to community = installing EV charging	4	- Foundational step for widespread EV adoption - Voluntary measures typically have a lower impact	CR: B TW: A JJ: C	2.00	B
Transportation	TR1	Transition to cleaner vehicles & equipment.	TR1.3	EV parking requirements	Adopt new building codes that exceed state building codes requiring all new buildings provide EV charging stations in at least 10% of their parking spaces.	2	- Minimal costs for developers to install - Cost to city = staff time to develop codes and enforce them	3	- Foundational step for widespread EV adoption - Mandates more impactful than voluntary measures - Limited in scope to new construction	CR: A TW: A JJ: C	1.67	B+
Transportation	TR1	Transition to cleaner vehicles & equipment.	TR1.4	Public EV infrastructure plan & implementation	Develop and implement an EV charging infrastructure plan that outlines a roadmap for installing EV chargers throughout the city. Plan should include details on chargers types, locations, and funding available through partnerships, incentives, and targeted investments.	4	- Cost to City = staff time for plan development & costs of public infrastructure (hopefully can cost-share through public-private partnerships and receive state/federal funding to support)	4	- Important step for widespread EV adoption - Transition to EVs critical for achieving deep reductions in transportation sector - However, City has limited influence over consumer purchasing behavior	CR: A TW: A JJ: C	1.67	B+
Transportation	TR1	Transition to cleaner vehicles & equipment.	TR1.5	EV education & outreach	Develop education and outreach programs and materials to educate residents on the benefits of EVs, available EV incentives and rebates to purchase vehicles, EV charger locations, and other information to facilitate EV adoption.	2	- Cost to City = staff time for program development and implementation	3	- Important step for widespread EV adoption - Transition to EVs critical for achieving deep reductions in transportation sector - However, City has limited influence over consumer purchasing behavior	CR: A TW: A JJ: B	1.33	A-
Transportation	TR1	Transition to cleaner vehicles & equipment.	TR1.6	State vehicle policy advocacy	Advocate for stronger state policies related to EV sale requirements (e.g., ban on ICE vehicle sales).	2	Primary cost to City/community = time to develop campaigns	2	- State EV policy foundational for widespread EV adoption - Advocacy has uncertain impact on on-the-ground changes - Action would be strengthened by adopting parallel local legislation	CR: A TW: A JJ: C	1.67	B+

DRAFT Strategy & Action Information						Multi Criteria Analysis						
Focus Area	Strategy#	Strategy	Action#	Action Name	Action Description	Low Cost = 1		Low GHG Impact or Low Benefit = 1		A= Strong & C = Weak		
						Cost	Rationale	Impact	Rationale	Committee Avg	Rank	
Transportation	TR1	Transition to cleaner vehicles & equipment.	TR1.7	Electric lawn & construction equipment	Encourage the use of electric gardening equipment (e.g., lawn mowers, leaf blowers) through educational campaigns, rebates, and incentives.	2	- Cost to City = staff time to develop educational campaigns; relatively small costs for rebates and incentives - Cost to community is minimal - lawn equipment is relatively inexpensive	2	- Gardening equipment is a relatively small proportion of MI's inventory	CR: A TW: A JJ: B	1.33	A-
Transportation	TR1	Transition to cleaner vehicles & equipment.	TR1.8	Electric school buses	Work with Mercer Island School District to transition school buses to electric.	3	- Cost to City = staff time to develop educational campaigns; relatively small costs for rebates and incentives - Cost to community is minimal - lawn equipment is relatively inexpensive	2	- Relatively small GHG impact (not that many school buses compared to overall vehicle fleet) but still an important low-hanging fruit - Some resiliency impact with improved air quality	CR: A TW: A JJ: C	1.67	B+
Transportation	TR2	Reduce vehicle travel.	TR2.1	TOD & TDM policy for new/redevelopment	Promote dense, mixed-use, and transit-oriented developments (TOD), especially near the new light rail station, through incentives or requirements for transportation demand management (TDM) measures, including minimize parking structures in favor of transit, rideshare, walking, and biking.	3	- Cost to City = staff time + incentives - Potential cost savings to community from reduced VMT	4	- Requirements would likely have a greater impact than incentives - Can create long-lasting land use changes to reduce community VMT	CR: A TW: B JJ: C	2.00	B
Transportation	TR2	Reduce vehicle travel.	TR2.2	Last-mile light rail connection	Ensure multi-modal last-mile connections to the light rail station, such as through walking, biking, transit, and electric vehicle. Could include expansion/introduction of bike/scooter share program.	5	- Cost to City = upfront capital costs to develop infrastructure investment and some ongoing operational costs - Could potentially mitigate costs through partnerships with bike share & scooter companies	4	- Reduces use of single occupancy vehicles - Makes transit more convenient and accessible - Leverages/expands VMT benefits of light rail	CR: A TW: A JJ: C	1.67	B+
Transportation	TR2	Reduce vehicle travel.	TR2.3	Complete streets policy	Adopt a "complete streets" policy that prioritizes bicycle, pedestrian, and transit accessibility.	4	- Primary cost to City = staff time to develop and implement policy - Bike/ped/transit infrastructure can be costly - Vehicle fuel cost savings to community	3	- Reduces use of single occupancy vehicles - Makes transit more convenient and accessible	CR: A TW: A JJ: C	1.67	B+
Transportation	TR2	Reduce vehicle travel.	TR2.4	Parking restrictions	Encourage the use of alternative transportation by expanding time limited parking in Town Center and exploring other parking restrictions in high traffic areas on the Island.	2	Primary cost to City = staff time to develop and implement parking policies	2	- Disincentives for parking an effective behavior change tool to encourage use of alternative transportation	CR: A TW: B JJ: A/B	1.33	A-

DRAFT Strategy & Action Information						Multi Criteria Analysis						
Focus Area	Strategy#	Strategy	Action#	Action Name	Action Description	Low Cost = 1		Low GHG Impact or Low Benefit = 1		A= Strong & C = Weak		
						Cost	Rationale	Impact	Rationale	Committee Avg	Rank	
Transportation	TR2	Reduce vehicle travel.	TR2.5	Telework promotion	Expand telecommuting options by exploring options for creating telework hubs in libraries, community centers, and other City-run facilities.	3	- Cost to City = staff time to plan and coordinate hubs + equipment/space upgrades in telework hubs - Potential cost savings for community with reduced VMT	3	- Reducing communitywide VMT has the potential for significant emissions reductions (passenger vehicles are ~30% of community emissions) - Passenger vehicle emissions decreased between 2019 and 2020, in large part from an increase in telework due to COVID-19 - Mercer Island has historically had high commute rates, so an important area of focus - However, only so many jobs have teleworking capabilities, and only a proportion of VMT is from commuters.	CR: B TW: B JJ: C	2.33	B-
Transportation	TR2	Reduce vehicle travel.	TR2.6	Bike trail expansion	Increase the number, length, and safety of dedicated bike lanes and trails. Plan for the expansion of commuter e-bikes.	5	- Cost to City = staff time for planning + significant costs for bike lane adjustments - Potential cost savings for community with reduced VMT - New trail infrastructure can be costly	3	- Important component of reducing community VMT, but relatively less impactful than other transportation actions	CR: A TW: A JJ: C	1.67	B+
Transportation			TR3.1	Regional partnerships	Partner with peer jurisdictions, regional airports, and airlines to reduce regional aviation emissions by promoting the use of sustainable aviation fuel and adoption of aviation fuel efficiency measures.	2	- Minimal upfront cost to the City for coordinating with regional partners - Unknown cost impacts to passengers - reduced fuel use could lower costs, while alternative fuel options may be more costly	4	- Aviation is a high-emissions sector and accounts for ~20% of MI's GHG emissions - Wedge analysis indicates that advancing aviation decarbonization one of the highest impact reduction strategies - Regional partnerships among the only levers available to MI to impact aviation emissions - Partnerships/voluntary measures typically have lower impact	CR: B TW: A JJ: B	1.67	B+
Transportation			TR3.2	State and federal advocacy	Work with residents, businesses, neighboring cities, and regional groups to advocate for state and federal legislation aimed at decarbonizing the aviation sector.	3	- Minimal upfront cost to the City for coordinating with regional partners but costs incurred by the aviation industry for transitioning fuel/adopting efficiency could be passed on to passengers	3	- Aviation is a high-emissions sector and accounts for ~20% of MI's GHG emissions - Wedge analysis indicates that advancing aviation decarbonization one of the highest impact reduction strategies - Advocacy among the only levers available to MI to impact aviation emissions - Advocacy/voluntary measures typically have lower impact	CR: B TW: A JJ: C	2.00	B
Transportation			TR3.3	Air travel alternatives	Provide education materials around alternative to air travel for conferences and business travel.	2	- Cost to City = staff time to develop and distribute materials	2	- Aviation is a high-emissions sector and accounts for ~20% of MI's GHG emissions - Action only addresses a portion of aviation emissions - Voluntary measures typically have lower impact	CR: C TW: A JJ: C	2.33	B-

DRAFT Strategy & Action Information						Multi Criteria Analysis						
Focus Area	Strategy#	Strategy	Action#	Action Name	Action Description	Low Cost = 1		Low GHG Impact or Low Benefit = 1		A= Strong & C = Weak		
						Cost	Rationale	Impact	Rationale	Committee Avg	Rank	
Consumption & Disposal	CD1	Reduce waste generation & landfill disposal.	CD1.1	Recycling space/access requirements	Adopt ordinances or new building guidelines requiring that buildings set aside adequate space for recycling collection.	2	- Cost to City = staff time for ordinances - Minimal costs to developers for setting aside recycling space	1	- Important for reducing waste; relatively small emissions reduction potential	CR: A TW: A JJ: C	1.67	B+
Consumption & Disposal	CD1	Reduce waste generation & landfill disposal.	CD1.2	Mandatory composting/recycling	Phase in mandates for residential and commercial recycling and composting and enforce sorting by an identified year, especially for multi-family buildings and commercial properties where contamination is high.	3	- Primary cost to City = staff time to develop and enforce mandates - Incurs some moderate cost to property owners to install waste infrastructure	2	- Important for reducing waste; relatively small emissions reduction potential	CR: A TW: C JJ: C	2.33	B-
Consumption & Disposal	CD2	Consume sustainably.	CD2.1	Expand repair/reuse programs	Support and expand community reuse programs (e.g., tool libraries, Buy Nothing groups, repair cafés) to promote a circular economy.	1	- Very minimal costs to City - staff time to support local programs	1	- Small emissions reductions impact; some resiliency benefits	CR: A TW: A JJ: C	1.67	B+
Consumption & Disposal	CD2	Consume sustainably.	CD2.2	Local retail options	Showcase, encourage, and expand local retail shopping.	1	- Very minimal costs to City - staff time to support local retail	1	- Minimal emissions reductions impact (no shipping for local products, but products still have embodied emissions for purchasing new items)	CR: A TW: A JJ: A	1.00	A
Consumption & Disposal	CD2	Consume sustainably.	CD2.3	Low carbon building materials	Partner with contractors and architects to promote carbon-sequestering and low carbon building materials in new construction and renovations. This could include requirements for disclosing and/or limiting embodied carbon emissions of buildings or through policies focused on reducing the use of specific materials.	3	- Cost to City = staff time to develop and implement requirements - Costs to contractors and architects from higher cost materials (costs could also be passed on to residents/renters)	1	- Building materials have high embodied carbon emissions, so an important area of focus - Requirements more impactful than voluntary actions - While lifecycle emission reductions are high, these reductions would not be reflected in the City's GHG emissions inventory.	CR: A TW: A JJ: B	1.33	A-
Consumption & Disposal	CD2	Consume sustainably.	CD2.4	Community gardens	Expand community gardens and participation.	2	- Relatively low costs related to community garden creation, supplies, and maintenance (City or community)	1	- Community gardens have multiple benefits, including increasing sequestration potential through plants and soil and increasing community resiliency through food security and more access to green space - Small in scale - Minimal impact on GHG emissions	CR: A TW: A JJ: A	1.00	A
Natural Systems	NS1	Increase urban tree canopy and green space.	NS1.1	Tree preservation ordinance	Develop a tree retention and preservation ordinance that increases scrutiny and review over tree removal in certain areas by prioritizing retention of healthy trees and tree canopy.	2	- Cost to City = staff time for ordinance development and enforcement	2	- Trees increase resiliency by providing shade, reducing heat, and improving air quality - Protecting tree canopy also has carbon sequestration benefits	CR: A TW: B JJ: C	2.00	B
Natural Systems	NS1	Increase urban tree canopy and green space.	NS1.2	Tree planting incentive program	Develop a program to incentivize residents and large property owners to plant the right tree in the right place and sustain existing trees with reduced cost or free trees.	3	- Cost to City = staff time to develop and implement program + cost of incentives	2	-Trees increase resiliency by providing shade, reducing heat, and improving air quality - Voluntary measures are typically less impactful	CR: C TW: B JJ:C	2.67	C+

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						Cost	Rationale	Impact	Rationale	Committee Avg	Rank	
Natural Systems	NS1	Increase urban tree canopy and green space.	NS1.3	Public parks & trails expansion	Consider strengthened code requirements, land use incentives, or fees on new development to expand the park system and increase walkable access to parks and trails.	4	- Cost to City = staff time for code requirements and cost of incentives - Cost to community = fees on new development	3	- Trees increase resiliency by providing shade, reducing heat, and improving air quality - Protecting tree canopy also has carbon sequestration benefits - Requirements would have a greater impact than incentives or fees - Trails could also have VMT reduction benefit	CR: B TW: C JJ: C	2.67	C+
Natural Systems	NS2	Foster healthy & resilient natural systems.	NS2.1	Water-efficient landscape standards	Utilize educational campaigns to encourage low-impact, drought-resistant landscape development and design, such as stormwater drain maintenance of drain filters. Work with landscape companies to educate and incentivize smart irrigation management and technology and work with industrial facilities to implement localized stormwater projects.	3	- Cost to City = staff time for education campaigns + incentives - Cost to landscape companies = irrigation improvements/technology - Would save money long-term from lower water costs	3	- No significant emissions reduction impact - Water conservation improves resiliency, but relatively less impactful than other resiliency actions - Landscape irrigation during summer months is major source of community water use	CR: B TW: B JJ: C	2.33	B-
Natural Systems	NS2	Foster healthy & resilient natural systems.	NS2.2	Water conservation incentives	Partner with regional water conservation groups, such as the Saving Water Partnership, to develop and advertise incentives and installation programs to retrofit inefficient water fixtures.	3	- Cost to City = staff time for education campaigns + incentives - Cost to community = water retrofits - Would save money long-term from lower water costs	2	- No significant emissions reduction impact - Water conservation improves resiliency; retrofits an effective conservation tool	CR: C TW: C JJ: C	3.00	C
Natural Systems	NS2	Foster healthy & resilient natural systems.	NS2.3	Green stormwater infrastructure	Expand the Island's green stormwater infrastructure by expanding rain gardens, stormwater planters, and other systems on City-owned property and explore enacting GSI requirements for new developments	3	- Cost to City = staff time + costs of materials/infrastructure	2	- No significant emissions reduction impact, some carbon sequestration potential - Improves resilience to precipitation impacts of climate change	CR: C TW: B JJ: B	2.33	B-
Community Resilience	CR1	Increase community resilience to climate impacts.	CR1.1	Floodplain ordinance	Develop an ordinance outlining standards and restrictions for construction and development in designated flood zones or areas at high risk for localized flooding.	2	- Cost to City = staff time for ordinance development	3	- Limiting development in potentially high risk areas an important resiliency strategy - Flooding not an immediate concern for Mercer Island, but this could shift as climate changes	CR: B TW: C JJ: C	2.67	C+
Community Resilience	CR1	Increase community resilience to climate impacts.	CR1.2	Filter fan program	Partner with Puget Sound Clean Air Agency and other regional organizations to educate residents on how to create DIY filter fans using a box fan and furnace filter.	2	- Minimal costs to City - education and partnerships	3	- High resiliency impact (improves health and safety in response to increased wildfire smoke)	CR: C TW: B	2.33	B-
Community Resilience	CR2	Prepare infrastructure & services for climate change.	CR2.1	Heat/air shelters	Improve Mercer Island's capacity to respond to climate emergencies by expanding resources to protect residents from climate impacts, such as developing additional community cooling centers and air shelters in case of extreme heat and wildfires.	3	- Cost to City = staff time for planning resilience hubs + some materials and improvements to physical spaces	4	- Very high resiliency impact (improves health and safety in response to a variety of climate impacts)	CR: A TW: A JJ: C	1.67	B+

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Community Resilience	CR2	Prepare infrastructure & services for climate change.	CR2.2	Vulnerability assessment	Conduct a vulnerability assessment to better understand Mercer Island's specific climate risks and identify vulnerable infrastructure.	2	- Cost to City = staff time to conduct assessment or cost of consultants	2	- Vulnerability assessments are important in developing strategies to increase resiliency to climate impacts - On its own = low-medium impact	CR: B TW: C JJ: C	2.67	C+
Community Resilience	CR2	Prepare infrastructure & services for climate change.	CR2.3	Adaptation incentives	Offer rebates and incentives to encourage adaptation upgrades and the installation of low-emissions space-cooling devices on residential and commercial properties (e.g., cool roofs, green roofs, cool pavement, ceiling fans, air filters).	3	- Cost to City = staff time + incentives	4	- Very high resiliency impact (improves health and safety in response to a variety of climate impacts)	CR: A TW: A JJ: C	1.67	B+
Cross-Cutting & Municipal	CC1	Engage and support community climate action.	CC1.1	Climate outreach/education	Develop a climate outreach and education campaign or program to support ongoing community engagement in climate actions. Initiatives could include: - Climate challenges, competitions, and climate pledges aimed at inspiring friendly competition among residents and businesses. - Educational campaigns focused on addressing common misinformation related to home energy use and other everyday activities (e.g., the benefits of using cold v. hot water for laundry). - Resource sharing campaigns, such "renewable energy" or "energy efficiency" home tours in which neighbors to learn from each other on how to implement renewable energy or energy efficient upgrades in their homes.	3	- Cost to City = develop education campaigns and programs	2	- Behavior change through voluntary action very challenging to have impact - Individual action does have an impact but less so than corporate action/ government intervention - If effective, could reduce local emissions from residents/ inspire residents to advocate for climate policies/ more widespread institutional change	CR: A TW: A JJ: B	1.33	A-
Cross-Cutting & Municipal	CC1	Engage and support community climate action.	CC1.2	Climate advocacy and partnerships	Expand outreach campaigns to encourage residents and businesses to advocate for legislation that supports local climate mitigation and adaptation efforts. Continue to partner with neighboring cities and other regional groups to advance regional initiatives to reduce greenhouse gas emissions and increase adaptive capacity.	2	- Cost to City = develop education campaigns and work with partners	2	- Advancing climate legislation and local climate action key to reducing emissions - On its own = low=medium impact	CR: A TW: A JJ: C	1.67	B+
Cross-Cutting & Municipal	CC1	Engage and support community climate action.	CC1.3	Low carbon schools and businesses	Support local schools in integrating climate and sustainability education into curriculum and adopting low carbon solutions in their building operations. This may include working with the schools on energy efficiency and electrification, waste reduction and recycling, and sustainable purchasing.	2	- Cost to City = develop education campaigns and resources for schools	1	- Multiple different sectors addressed in this action = medium-high emissions reduction potential - However, voluntary actions are typically less impactful	CR: A TW: A JJ: C	1.67	B+

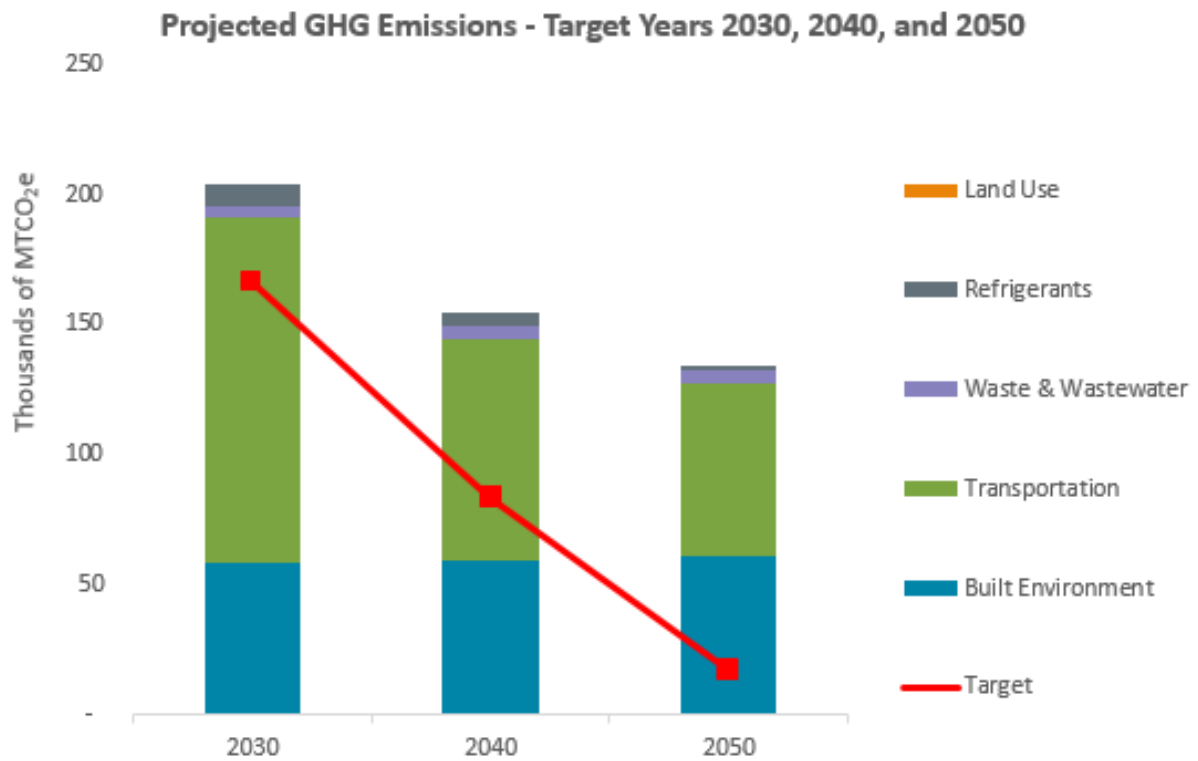
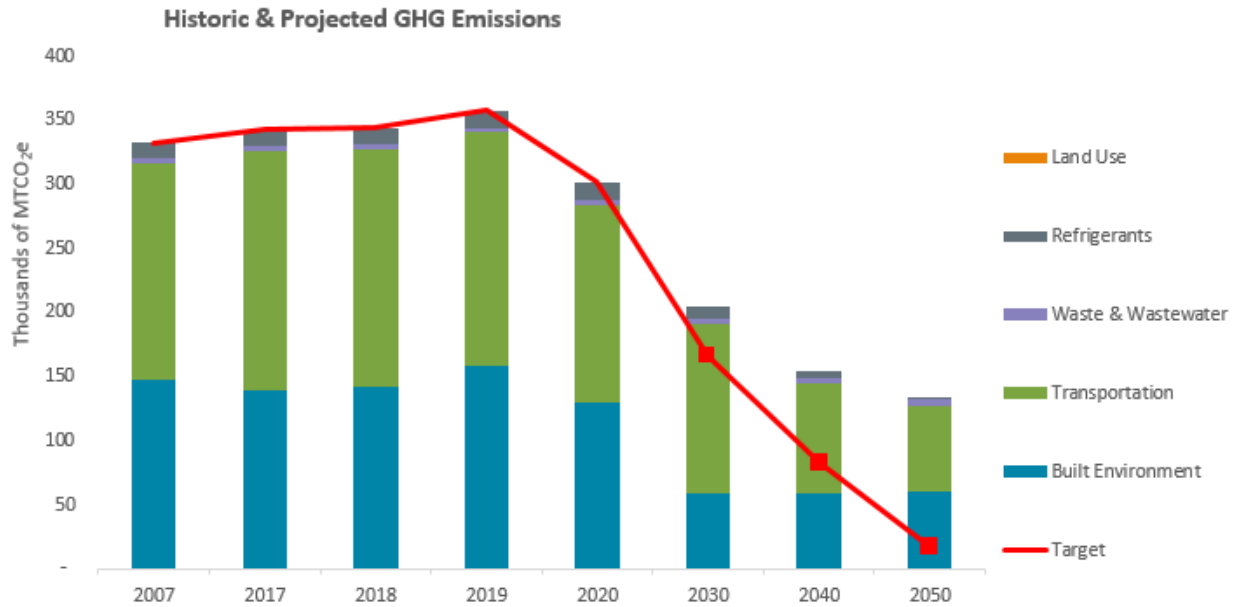
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Cross-Cutting & Municipal	CC2	Reduce climate impact of municipal operations.	CC2.1	City green building policy	Develop a green building policy to require that new municipal buildings achieve LEED Gold or Built Green 4-Star.	3	- Primary cost to City = staff time to develop and enforce policies - Incurs some moderate costs to developers to adopt green building standards, but standards also lead to long term savings from reduced energy and water use	1	- Requirements a strong lever for change - Impact limited to City buildings	CR: A TW: A JJ: C	1.67	B+
Cross-Cutting & Municipal	CC2	Reduce climate impact of municipal operations.	CC2.2	CTR participation & incentives	Build off existing commute trip reduction (CTR) programs and encourage work from home and flexible schedules to Mercer Island employees as part of the City's transportation demand management (TDM) initiatives.	2	- Cost to City = staff time to continue developing work-from-home programs	2	- Employee commutes account for 33% of MI's 2019 municipal emissions but total municipal emissions a small portion of total, so the emissions reduction potential is still relatively low	CR: A TW: A JJ: C	1.67	B+
Cross-Cutting & Municipal	CC2	Reduce climate impact of municipal operations.	CC2.3	Environmentally Preferable Purchasing Policy	Develop and implement a municipal Environmental Preferable Purchasing Policy that prioritizes products with the lowest environmental impact. Policy will direct purchasing decisions within each department, including vehicle and fuel purchases and construction materials.	3	- Cost to City = staff time to develop and implement policy - Sustainable goods/services may cost more	1	- Impact limited to City purchases (small proportion of overall community)	CR: A TW: A JJ: C	1.67	B+
Cross-Cutting & Municipal	CC2	Reduce climate impact of municipal operations.	CC2.4	Municipal energy retrofits	Complete energy efficiency retrofits on existing municipal equipment and buildings.	3	- Relatively high cost to City to complete retrofits, but will lead to long-term cost savings	1	- City buildings already powered by wind energy so emissions reduction from retrofits relatively small	CR: A TW: A JJ: C	1.67	B+
Cross-Cutting & Municipal	CC2	Reduce climate impact of municipal operations.	CC2.5	Municipal fleet electrification	Electrify the municipal vehicle fleet.	4	- High cost to City to purchase all electric vehicles	2	- Municipal vehicle fleet accounts for 13% of 2019 municipal emissions but emissions reduction potential is still relatively low	CR: A TW: A JJ: C	1.67	B+
Cross-Cutting & Municipal	CC2	Reduce climate impact of municipal operations.	CC2.6	Municipal renewable energy storage	Expand solar installation and build renewable energy storage systems on City property.	4	- High Cost to City to install solar	1	- Local solar improves grid resiliency; solar on City buildings has relatively low emissions reduction potential because of CETA and the relatively small amount of City buildings	CR: A TW: A JJ: C	1.67	B+
Cross-Cutting & Municipal	CC2	Reduce climate impact of municipal operations.	CC2.7	Alternative commuting incentives	Reduce the drive alone rate for City employees through incentives and by improving commute options by site location.	2	- Cost to City = staff time + incentives (relatively low cost)	1	- High impact in terms of reducing municipal emissions (employee commutes account for 33% of MI's 2019 municipal emissions) - Municipal emissions only ~1% of total community emissions, meaning the overall emissions reduction potential is still relatively low	CR: A TW: B JJ: B	1.67	B+

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						Cost	Rationale	Impact	Rationale	Committee Avg	Rank	
Cross-Cutting & Municipal	CC3	Institutionalize climate considerations into City planning & decision-making.	CC3.1	Climate-informed City decision-making	Apply a "climate lens" to City decision-making and activities. Introduce a policy requirement the consideration of climate change & GHG implications of City policy options and decisions, including consideration of the social cost of carbon and equity implications in conducting policy cost-benefit analysis.	2	- Cost to City = policy creation and implementation	2	- Some potential to further reduce emissions and improve community resilience by guiding future decisions/policies	CR: A TW: A JJ: B	1.33	A-
Cross-Cutting & Municipal	CC3	Institutionalize climate considerations into City planning & decision-making.	CC3.2	GHG tracking & reporting	Maintain a publicly available online dashboard that tracks and reports on CAP and GHG reduction progress on an annual basis.	2	- Cost to City = dashboard creation and maintenance (Low staff time)	1	- No significant emissions reduction or resiliency building potential on its own - Potential for minimal indirect emissions reductions through education of the public	CR: A TW: A JJ: A	1.00	A

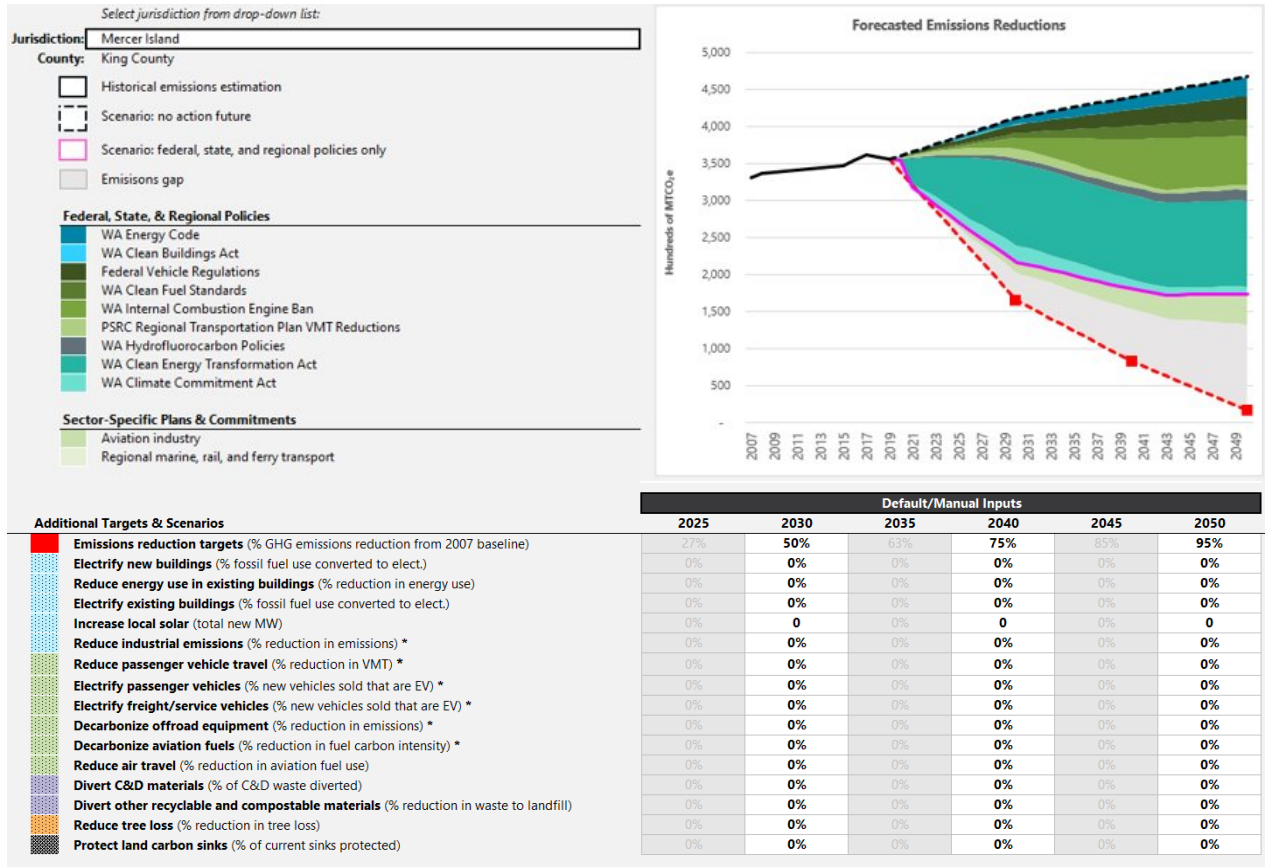
Mercer Island GHG Emissions Inventory Update - Snapshot



Jurisdiction: Mercer Island
County: King County



Mercer Island GHG Wedge Analysis Tool - Snapshot





Mercer Island Climate Action Plan (CAP): Community Survey

Dear Mercer Island Residents:

Mercer Island is currently developing our first Climate Action Plan (CAP)! Your household was one of a limited number on Mercer Island selected at random to receive this survey to provide valuable feedback for the plan.

The CAP will serve as a roadmap for reducing greenhouse gas emissions and preparing for the unavoidable impacts of climate change. This survey will ask you about your opinions on proposed strategies and actions for the plan. **Your feedback is critical** to ensuring we create a plan that meets the needs and priorities of Mercer Island.

This survey will take around 7-10 minutes to complete. Responses are anonymous unless you choose to provide your contact information. All contact information will be kept confidential. **Please complete only one survey per household.**

We encourage you take this survey online by visiting (tinyurl) or scanning the QR code, and entering the unique ID number on the survey envelope. Or, you can send the survey back by mail in the reply-ready envelope provided.

If you have questions about the survey or wish to give input by email or phone, please contact the City's Sustainability Office: Ross Freeman, Climate Action Plan Project Manager: ross.freeman@mercergov.org. For more information on the Climate Action Plan please visit <https://www.mercerisland.gov/CAP>

Thank you in advance for participating!

Note for reviewers: the following pages are screenshots from a survey development platform. The final version will be exported as a high resolution PDF.

Mercer Island Climate Action Plan (CAP): Community Survey

Feedback on proposed climate actions

The CAP will include **climate actions** across **six focus areas** aimed at preventing future climate change and preparing our community for current and future climate impacts. In the following questions, we will introduce the proposed goal, strategies, and potential actions for each focus area. The questions will ask about your level of support for and likeliness to participate in the proposed actions. We encourage you to provide feedback on all six focus areas, however if that is not possible, consider reviewing the focus areas that resonate with you the most.

Buildings & Energy

Goal: Reduce greenhouse gas emissions from buildings by reducing energy use, electrifying buildings, and transitioning to clean and reliable renewable energy sources.

Context: Energy-related GHG emissions come from electricity, natural gas, and other fuels used in homes, businesses, and industrial processes. In Mercer Island, commercial and residential energy accounts for about 40% of the city's total emissions.

To reduce building and energy related emissions, Mercer Island has proposed the following **strategies**:

1. **Transition to non-fossil building energy.**
2. **Reduce energy use in new and existing buildings.**

Q1 Please indicate **your level of support** for each of these **actions** by filling in one bubble per action.

	Strongly oppose	Oppose	Neutral	Support	Strongly support
1.1 All-electric building code: Adopt energy code to require all-electric new construction for commercial and residential buildings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Electric panel upgrade requirements: Require electric panel upgrades upon sale and/or rental turnover for residential and commercial buildings to facilitate the transition to clean electricity buildings and vehicles.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Heat pump rebates & education: Partner with PSE and other regional partners to expand regional electric heat pump pilot program and campaign to replace natural gas-powered furnaces and increase energy efficiency in existing commercial and residential buildings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Burnout ordinance: Prepare a "burn-out" ordinance requiring that expired fossil fuel furnaces or water heaters are replaced with available high efficiency electric alternatives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Solar panel expansion: Partner with PSE and other regional partners to promote state and federal renewable energy incentives to fund onsite residential and commercial solar power projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1.6 Expand solar energy storage & grid resiliency: Accelerate improvements to the energy grid and storage to facilitate the transition to renewable energy sources. Improvements may include subsidy and grant programs to reduce the cost of battery storage in existing buildings and electric vehicle charging/storage system installations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Green Power Program: Conduct education and outreach to encourage businesses and residents to enroll in Puget Sound Energy's (PSE) Green Power Program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 Energy efficiency incentives: Partner with PSE and other local jurisdictions and organizations to provide and promote energy efficiency incentives and rebate programs for residents and businesses. Offer free home energy audits and upgrade programs for income-eligible residents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 State building code enforcement: Build awareness of the Washington Clean Buildings Act requirements that all new and existing commercial buildings over 50,000 s.f. must reduce their Energy Use Intensity 15% compared to the 2009-2018 average. Connect commercial building owners with state resources to comply with the Act.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Point-of-sale green building requirements: Require point-of-sale disclosures for residential or commercial buildings to either (1) disclose energy use or (2) implement energy retrofits at point of sale.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Built Green & LEED-certified buildings: Conduct a campaign to promote LEED and Built Green certifications for residential and commercial buildings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Q2 Please indicate how likely you would be to participate in these actions by filling in one bubble per action.

	Very likely	Somewhat likely	Unlikely	Very unlikely
1.1 All-electric building code: Adopt energy code to require all-electric new construction for commercial and residential buildings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Electric panel upgrade requirements: Require electric panel upgrades upon sale and/or rental turnover for residential and commercial buildings to facilitate the transition to clean electricity buildings and vehicles.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Heat pump rebates & education: Partner with PSE and other regional partners to expand regional electric heat pump pilot program and campaign to replace natural gas-powered furnaces and increase energy efficiency in existing commercial and residential buildings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Burnout ordinance: Prepare a "burn-out" ordinance requiring that expired fossil fuel furnaces or water heaters are replaced with available high efficiency electric alternatives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Solar panel expansion: Partner with PSE and other regional partners to promote state and federal renewable energy incentives to fund onsite residential and commercial solar power projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1.6 Expand solar energy storage & grid resiliency: Accelerate improvements to the energy grid and storage to facilitate the transition to renewable energy sources. Improvements may include subsidy and grant programs to reduce the cost of battery storage in existing buildings and electric vehicle charging/storage system installations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Green Power Program: Conduct education and outreach to encourage businesses and residents to enroll in Puget Sound Energy's (PSE) Green Power Program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 Energy efficiency incentives: Partner with PSE and other local jurisdictions and organizations to provide and promote energy efficiency incentives and rebate programs for residents and businesses. Offer free home energy audits and upgrade programs for income-eligible residents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 State building code enforcement: Build awareness of the Washington Clean Buildings Act requirements that all new and existing commercial buildings over 50,000 s.f. must reduce their Energy Use Intensity 15% compared to the 2009-2018 average. Connect commercial building owners with state resources to comply with the Act.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Point-of-sale green building requirements: Require point-of-sale disclosures for residential or commercial buildings to either (1) disclose energy use or (2) implement energy retrofits at point of sale.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Built Green & LEED-certified buildings: Conduct a campaign to promote LEED and Built Green certifications for residential and commercial buildings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Transportation

Goal: Reduce greenhouse gas emissions from transportation by transitioning to electric vehicles, expanding multimodal transportation options, and improving cycling and pedestrian networks.

Context: Transportation accounts for more than half of Mercer Island's GHG emissions. These emissions come primarily from on-road vehicles, which account for about 30% of all transportation emissions.

To reduce transportation emissions and improve public health, the City of Mercer Island has proposed the following **strategies**:

1. Transition to cleaner vehicles & equipment.
2. Reduce vehicle travel.
3. Reduce aviation emissions.

Q3 Please indicate **your level of support** for each of these **actions** by filling in one bubble per action.

	Strongly oppose	Oppose	Neutral	Support	Strongly support
1.1 EV-readiness requirements: Introduce electric vehicle (EV) charging readiness requirements for new buildings that exceed state building code requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 EV charging incentives & rebates: Expand incentives for EV charging for multi-family homes, apartment buildings, major employers, and parking garages.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1.3 EV parking requirements: Adopt new building codes that exceed state building codes requiring all new buildings provide EV charging stations in at least 10% of their parking spaces.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Public EV infrastructure plan & implementation: Develop and implement an EV charging infrastructure plan that outlines a roadmap for installing EV chargers throughout the city. Plan should include details on chargers types, locations, and funding available through partnerships, incentives, and targeted investments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 EV education & outreach: Develop education and outreach programs and materials to educate residents on the benefits of EVs, available EV incentives and rebates to purchase vehicles, EV charger locations, and other information to facilitate EV adoption.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 State vehicle policy advocacy: Advocate for stronger state policies related to EV sale requirements (e.g., ban on ICE vehicle sales).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Electric lawn & construction equipment: Encourage the use of electric gardening equipment (e.g., lawn mowers, leaf blowers) through educational campaigns, rebates, and incentives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.8 Electric school buses: Work with Mercer Island School District to transition school buses to electric.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 TOD & TDM policy for new/redevelopment: Promote dense, mixed-use, and transit-oriented developments (TOD), especially near the new light rail station, through incentives or requirements for transportation demand management (TDM) measures, including minimize parking structures in favor of transit, rideshare, walking, and biking.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Last-mile light rail connection: Ensure multi-modal last-mile connections to the light rail station, such as through walking, biking, transit, and electric vehicle. Could include expansion/introduction of bike/scooter share program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Complete streets policy: Adopt a "complete streets" policy that prioritizes bicycle, pedestrian, and transit accessibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Parking restrictions: Encourage the use of alternative transportation by expanding time limited parking in Town Center and exploring other parking restrictions in high traffic areas on the Island.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Telework promotion: Expand telecommuting options by exploring options for creating telework hubs in libraries, community centers, and other City-run facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Bike trail expansion: Increase the number, length, and safety of dedicated bike lanes and trails. Plan for the expansion of commuter e-bikes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.1 Regional aviation coordination: Partner with peer jurisdictions, regional airports, and airlines to reduce regional aviation emissions by promoting the use of sustainable aviation fuel and adoption of aviation fuel efficiency measures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 State and federal aviation industry advocacy: Work with residents, businesses, neighboring cities, and regional groups to advocate for state and federal legislation aimed at decarbonizing the aviation sector.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3 Air travel alternatives: Provide education materials around alternative to air travel for conferences and business travel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Q4 Please indicate how **likely** you would be to **participate** in these actions by filling in one bubble per action.

	Very likely	Somewhat likely	Unlikely	Very unlikely
1.1 EV-readiness requirements: Introduce electric vehicle charging readiness requirements for new buildings that exceed state building code requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 EV charging incentives & rebates: Expand incentives for EV charging for multi-family homes, apartment buildings, major employers, and parking garages.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 EV parking requirements: Adopt new building codes that exceed state building codes requiring all new buildings provide EV charging stations in at least 10% of their parking spaces.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Public EV infrastructure plan & implementation: Develop and implement an EV charging infrastructure plan that outlines a roadmap for installing EV chargers throughout the city. Plan should include details on chargers types, locations, and funding available through partnerships, incentives, and targeted investments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 EV education & outreach: Develop education and outreach programs and materials to educate residents on the benefits of EVs, available EV incentives and rebates to purchase vehicles, EV charger locations, and other information to facilitate EV adoption.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 State vehicle policy advocacy: Advocate for stronger state policies related to EV sale requirements (e.g., ban on ICE vehicle sales).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Electric lawn & construction equipment: Encourage the use of electric gardening equipment (e.g., lawn mowers, leaf blowers) through educational campaigns, rebates, and incentives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.8 Electric school buses: Work with Mercer Island School District to transition school buses to electric.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 TOD & TDM policy for new/redevelopment: Promote dense, mixed-use, and transit-oriented developments (TOD), especially near the new light rail station, through incentives or requirements for transportation demand management (TDM) measures, including minimize parking structures in favor of transit, rideshare, walking, and biking.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Last-mile light rail connection: Ensure multi-modal last-mile connections to the light rail station, such as through walking, biking, transit, and electric vehicle. Could include expansion/introduction of bike/scooter share program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Complete streets policy: Adopt a "complete streets" policy that prioritizes bicycle, pedestrian, and transit accessibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Parking restrictions: Encourage the use of alternative transportation by expanding time limited parking in Town Center and exploring other parking restrictions in high traffic areas on the Island.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Telework promotion: Expand telecommuting options by exploring options for creating telework hubs in libraries, community centers, and other City-run facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Bike trail expansion: Increase the number, length, and safety of dedicated bike lanes and trails. Plan for the expansion of commuter e-bikes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3.1 Regional aviation coordination: Partner with peer jurisdictions, regional airports, and airlines to reduce regional aviation emissions by promoting the use of sustainable aviation fuel and adoption of aviation fuel efficiency measures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 State and federal aviation industry advocacy: Work with residents, businesses, neighboring cities, and regional groups to advocate for state and federal legislation aimed at decarbonizing the aviation sector.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3 Air travel alternatives: Provide education materials around alternative to air travel for conferences and business travel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Consumption & Disposal

Goal: Reduce community waste and the greenhouse gas emissions associated with the consumption and disposal of goods and materials.

Context: Emissions associated with purchasing and consumption contributes only 1% of the City’s overall emissions. However, community waste generation has other environmental impacts, including contributing to plastic pollution. Waste in landfills, particularly food waste, is also a major source of methane — a particularly potent GHG.

To reduce emissions from food and materials waste, the City has proposed the following strategies:

- 1. Reduce waste generation & landfill disposal.
- 2. Consume sustainably.

Q5 Please indicate your level of support for each of these actions by filling in one bubble per action.

	Strongly oppose	Oppose	Neutral	Support	Strongly support
1.1 Recycling space/access requirements: Adopt ordinances or new building guidelines requiring that buildings set aside adequate space for recycling collection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Mandatory composting/recycling: Phase in mandates for residential and commercial recycling and composting, and enforce sorting by an identified year, especially for multi-family buildings and commercial properties where contamination is high.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 Expand repair/reuse programs: Support and expand community reuse programs (e.g., tool libraries, Buy Nothing groups, repair cafés) to promote a circular economy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Local retail options: Showcase, encourage, and expand local retail shopping.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Low carbon building materials: Partner with contractors and architects to promote carbon-sequestering and low carbon building materials in new construction and renovations. This could include requirements for disclosing and/or limiting embodied carbon emissions of buildings or through policies focused on reducing the use of specific materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Community gardens: Expand community gardens and participation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Q6 Please indicate how likely you would be to participate in these actions by filling in one bubble per action.

	Very likely	Somewhat likely	Unlikely	Very unlikely
1.1 Recycling space/access requirements: Adopt ordinances or new building guidelines requiring that buildings set aside adequate space for recycling collection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Mandatory composting/recycling: Phase in mandates for residential and commercial recycling and composting, and enforce sorting by an identified year, especially for multi-family buildings and commercial properties where contamination is high.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 Expand repair/reuse programs: Support and expand community reuse programs (e.g., tool libraries, Buy Nothing groups, repair cafés) to promote a circular economy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Local retail options: Showcase, encourage, and expand local retail shopping.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Low carbon building materials: Partner with contractors and architects to promote carbon-sequestering and low carbon building materials in new construction and renovations. This could include requirements for disclosing and/or limiting embodied carbon emissions of buildings or through policies focused on reducing the use of specific materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Community gardens: Expand community gardens and participation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Natural Systems

Goal: Foster climate resilient natural landscape by protecting vital habitats, ecosystems, and natural resources, and conserving water resources.

Context: Natural systems (i.e., trees, soil) store and capture, or "sequester" carbon from the atmosphere and provide important climate resiliency services. For example, natural cooling from tree shade reduces extreme heat stress and decreases energy demand for air conditioning.

To protect the City’s natural systems, the City of Mercer Island has proposed the following **strategies**:

- 1. **Increase urban tree canopy and green space.**
- 2. **Foster healthy & resilient natural systems.**

Q7 Please indicate your level of support for each of these actions by filling in one bubble per action.

	Strongly oppose	Oppose	Neutral	Support	Strongly support
1.1 Tree preservation ordinance: Develop a tree retention and preservation ordinance that increases scrutiny and review over tree removal in certain areas by prioritizing retention of healthy trees and tree canopy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Tree planting incentive program: Develop a program to incentivize residents and large property owners to plant the right tree in the right place and sustain existing trees with reduced cost or free trees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Public parks & trails expansion: Consider strengthened code requirements, land use incentives, or fees on new development to expand the park system and increase walkable access to parks and trails.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.1 Water-efficient landscape standards: Utilize educational campaigns to encourage low-impact, drought-resistant landscape development and design, such as stormwater drain maintenance of drain filters. Work with landscape companies to educate and incentivize smart irrigation management and technology and work with industrial facilities to implement localized stormwater projects.

2.2 Water conservation incentives: Partner with regional water conservation groups, such as the Saving Water Partnership, to develop and advertise incentives and installation programs to retrofit inefficient water fixtures.

2.3 Green stormwater infrastructure: Expand the Island's green stormwater infrastructure by expanding rain gardens, stormwater planters, and other systems on City-owned property and explore enacting GSI requirements for new developments

Q8 Please indicate how **likely** you would be to **participate** in these actions by filling in one bubble per action.

Very likely Somewhat likely Unlikely Very unlikely

1.1 Tree preservation ordinance: Develop a tree retention and preservation ordinance that increases scrutiny and review over tree removal in certain areas by prioritizing retention of healthy trees and tree canopy.

1.2 Tree planting incentive program: Develop a program to incentivize residents and large property owners to plant the right tree in the right place and sustain existing trees with reduced cost or free trees.

1.3 Public parks & trails expansion: Consider strengthened code requirements, land use incentives, or fees on new development to expand the park system and increase walkable access to parks and trails.

2.1 Water-efficient landscape standards: Utilize educational campaigns to encourage low-impact, drought-resistant landscape development and design, such as stormwater drain maintenance of drain filters. Work with landscape companies to educate and incentivize smart irrigation management and technology and work with industrial facilities to implement localized stormwater projects.

2.2 Water conservation incentives: Partner with regional water conservation groups, such as the Saving Water Partnership, to develop and advertise incentives and installation programs to retrofit inefficient water fixtures.

2.3 Green stormwater infrastructure: Expand the Island's green stormwater infrastructure by expanding rain gardens, stormwater planters, and other systems on City-owned property and explore enacting GSI requirements for new developments

Community Resilience & Wellbeing

Goal: Ensure that all Mercer Island residents are prepared for current and future climate impacts.

Context: Mercer Island faces a variety of climate-related threats, including extreme heat and poor air quality from regional wildfires. These threats disproportionately impact vulnerable communities in Mercer Island and put our safety and health at risk.

To prepare for these threats, and enhance community resilience and wellbeing, the City has proposed the following **strategies**:

- 1. Increase community resilience to climate impacts.
- 2. Prepare infrastructure & services for climate change.

Q9 Please indicate **your level of support** for each of these **actions** by filling in one bubble per action.

	Strongly oppose	Oppose	Neutral	Support	Strongly support
1.1 Floodplain ordinance: Develop an ordinance outlining standards and restrictions for construction and development in designated flood zones or areas at high risk for flooding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Filter fan program: Partner with Puget Sound Clean Air Agency and other regional organizations to educate residents on how to create DIY filter fans using a box fan and furnace filter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 Heat/air shelters: Improve Mercer Island's capacity to respond to climate emergencies by expanding resources to protect residents from climate impacts, such as developing additional community cooling centers and air shelters in case of extreme heat and wildfires.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Vulnerability assessment: Conduct a vulnerability assessment to better understand Mercer Island's specific climate risks and identify vulnerable infrastructure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Adaptation incentives: Offer rebates and incentives to encourage adaptation upgrades and the installation of low-emissions space-cooling devices on residential and commercial properties (e.g., cool roofs, green roofs, cool pavement, ceiling fans, air filters).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Q10 Please indicate how **likely** you would be to **participate** in these actions by filling in one bubble per action.

	Very likely	Likely	Unlikely	Very unlikely
1.1 Floodplain ordinance: Develop an ordinance outlining standards and restrictions for construction and development in designated flood zones or areas at high risk for flooding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Filter fan program: Partner with Puget Sound Clean Air Agency and other regional organizations to educate residents on how to create DIY filter fans using a box fan and furnace filter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 Heat/air shelters: Improve Mercer Island's capacity to respond to climate emergencies by expanding resources to protect residents from climate impacts, such as developing additional community cooling centers and air shelters in case of extreme heat and wildfires.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.2 Vulnerability assessment: Conduct a vulnerability assessment to better understand Mercer Island's specific climate risks and identify vulnerable infrastructure.

2.3 Adaptation incentives: Offer rebates and incentives to encourage adaptation upgrades and the installation of low-emissions space-cooling devices on residential and commercial properties (e.g., cool roofs, green roofs, cool pavement, ceiling fans, air filters).

Cross-Cutting & Municipal

Goal: Reduce community and municipal GHG emissions by encouraging community members to participate in local climate action and leading by example in reducing emissions from municipal operations.
Context: This focus area is designed to increase the community's understanding of climate change and participation in climate action, as well as reduce emissions from municipal operations. Municipal emissions, which account for 1% of the city's total GHG emissions, come primarily from operating municipal facilities (38% of municipal emissions) and employee commuting (33% of municipal emissions).

To reduce these emissions and enhance community engagement in climate action the City has proposed the following **strategies**:

1. **Engage and support community climate action.**
2. **Reduce climate impact of municipal operations.**
3. **Institutionalize climate considerations into City planning & decision-making.**

Q11 Please indicate **your level of support** for each of these **actions** by filling in one bubble per action.

	Strongly oppose	Oppose	Neutral	Support	Strongly support
<p>1.1 Climate outreach/education: Develop a climate outreach and education campaign or program to support ongoing community engagement in climate actions. Initiatives could include:</p> <ul style="list-style-type: none"> - Climate challenges, competitions, and climate pledges aimed at inspiring friendly competition among residents and businesses. - Educational campaigns focused on addressing common misinformation related to home energy use and other everyday activities (e.g., the benefits of using cold v. hot water for laundry). - Resource sharing campaigns, such "renewable energy" or "energy efficiency" home tours in which neighbors to learn from each other on how to implement renewable energy or energy efficient upgrades in their homes. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1.2 Climate advocacy and partnerships: Expand outreach campaigns to encourage residents and businesses to advocate for legislation that supports local climate mitigation and adaptation efforts. Continue to partner with neighboring cities and other regional groups to advance regional initiatives to reduce greenhouse gas emissions and increase adaptive capacity.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1.3 Low carbon schools and businesses: Support local schools in integrating climate and sustainability education into curriculum and adopting low carbon solutions in their building operations. This may include working with the schools on energy efficiency and electrification, waste reduction and recycling, and sustainable purchasing.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.1 City green building policy: Develop a green building policy to require that new municipal buildings achieve LEED Gold or Built Green 4-Star.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 CTR participation & incentives: Build off existing commute trip reduction (CTR) programs and encourage work from home and flexible schedules to Mercer Island employers as part of the City's transportation demand management (TDM) initiatives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Environmentally Preferable Purchasing Policy: Develop and implement a municipal Environmental Preferable Purchasing Policy that prioritizes products with the lowest environmental impact. Policy will direct purchasing decisions within each department, including vehicle and fuel purchases and construction materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Municipal energy retrofits: Complete energy efficiency retrofits on existing municipal equipment and buildings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Municipal fleet electrification: Electrify the municipal vehicle fleet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Municipal renewable energy storage: Expand solar installation and build renewable energy storage systems on City property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7 Alternative commuting incentives: Reduce the drive alone rate for City employees through incentives and by improving commute options by site location.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.1 Climate-informed City decision-making: Apply a "climate lens" to City decision-making and activities. Introduce a policy requirement the consideration of climate change & GHG implications of City policy options and decisions, including consideration of the social cost of carbon and equity implications in conducting policy cost-benefit analysis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 GHG tracking & reporting: Maintain a publicly available online dashboard that tracks and reports on CAP and GHG reduction progress on an annual basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Q12 Please indicate how likely you would be to participate in these actions by filling in one bubble per action.

	Very likely	Likely	Unlikely	Very unlikely
1.1 Climate outreach/education: Develop a climate outreach and education campaign or program to support ongoing community engagement in climate actions. Initiatives could include: - Climate challenges, competitions, and climate pledges aimed at inspiring friendly competition among residents and businesses. - Educational campaigns focused on addressing common misinformation related to home energy use and other everyday activities (e.g., the benefits of using cold v. hot water for laundry). - Resource sharing campaigns, such "renewable energy" or "energy efficiency" home tours in which neighbors to learn from each other on how to implement renewable energy or energy efficient upgrades in their homes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Climate advocacy and partnerships: Expand outreach campaigns to encourage residents and businesses to advocate for legislation that supports local climate mitigation and adaptation efforts. Continue to partner with neighboring cities and other regional groups to advance regional initiatives to reduce greenhouse gas emissions and increase adaptive capacity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1.3 Low carbon schools and businesses: Support local schools in integrating climate and sustainability education into curriculum and adopting low carbon solutions in their building operations. This may include working with the schools on energy efficiency and electrification, waste reduction and recycling, and sustainable purchasing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 City green building policy: Develop a green building policy to require that new municipal buildings achieve LEED Gold or Built Green 4-Star.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 CTR participation & incentives: Build off existing commute trip reduction (CTR) programs and encourage work from home and flexible schedules to Mercer Island employers as part of the City's transportation demand management (TDM) initiatives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Environmentally Preferable Purchasing Policy: Develop and implement a municipal Environmental Preferable Purchasing Policy that prioritizes products with the lowest environmental impact. Policy will direct purchasing decisions within each department, including vehicle and fuel purchases and construction materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Municipal energy retrofits: Complete energy efficiency retrofits on existing municipal equipment and buildings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Municipal fleet electrification: Electrify the municipal vehicle fleet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Municipal renewable energy storage: Expand solar installation and build renewable energy storage systems on City property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7 Alternative commuting incentives: Reduce the drive alone rate for City employees through incentives and by improving commute options by site location.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.1 Climate-informed City decision-making: Apply a "climate lens" to City decision-making and activities. Introduce a policy requirement the consideration of climate change & GHG implications of City policy options and decisions, including consideration of the social cost of carbon and equity implications in conducting policy cost-benefit analysis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 GHG tracking & reporting: Maintain a publicly available online dashboard that tracks and reports on CAP and GHG reduction progress on an annual basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Q13 Do you have **other action ideas** for the CAP or any other **comments** related to the strategies and actions in this survey?

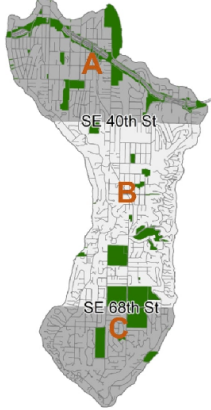
Demographic Information

The following questions help us understand the profile of survey participants and supports our effort to make this process as comprehensive and inclusive as possible. These questions are **optional**.

Q14 How many years have you **lived** on Mercer Island?

- Less than 1 year
- 1 - 5 years
- 5 - 10 years
- More than 10 years

Q15 Using this map, in which section of Mercer Island **do you live**?



- A - North of SE 40th
- B - Between SE 40th and SE 68th
- C - South of SE 68th
- I don't live in Mercer Island

Q16 Do you rent or own your **home**?

- Own
- Rent
- N/A - I am currently unhoused or in temporary housing
- Other

If other, please specify:

Q17 What is your **age**?

- 19 or younger
- 20 - 44 years
- 45 - 64 years
- 65 or over
- I prefer not to say

Q18 Which of the following best represents your **race/ethnicity**? Select all that apply.

- Asian or Asian American - South Asian
- Asian or Asian American - East Asian
- Asian or Asian American - Southeast Asian
- Asian or Asian American - Other
- Black or African American
- Hispanic, Latino, Latina, or Latinx
- Middle Eastern, North African, or Arab American
- Native American, American Indian, or Alaska Native
- Native Hawaiian or other Pacific Islander
- White or Caucasian
- I prefer not to say
- Other

If other, please specify:

Q19 What **language(s)** do you primarily speak at home? Select all that apply.

- | | |
|--|--|
| <input type="checkbox"/> English | <input type="checkbox"/> Hindi |
| <input type="checkbox"/> Spanish | <input type="checkbox"/> Vietnamese |
| <input type="checkbox"/> Chinese - Mandarin | <input type="checkbox"/> Russian |
| <input type="checkbox"/> Chinese - Cantonese | <input type="checkbox"/> I prefer not to say |
| <input type="checkbox"/> Japanese | <input type="checkbox"/> Other |
| <input type="checkbox"/> Korean | |

If other, please specify:

Q20 What is the highest level of **education** you have completed?

- | | |
|---|--|
| <input type="checkbox"/> Some high school | <input type="checkbox"/> Advanced degree |
| <input type="checkbox"/> High school graduate | <input type="checkbox"/> I prefer not to say |
| <input type="checkbox"/> Some college/2-year degree | <input type="checkbox"/> Other |
| <input type="checkbox"/> 4-year degree | |

If other, please specify:

Q21 What is your **household income**?

- | | |
|--|--|
| <input type="checkbox"/> Less than \$50,000 | <input type="checkbox"/> \$200,000 - \$449,999 |
| <input type="checkbox"/> \$50,000 - \$99,999 | <input type="checkbox"/> \$500,000 - \$999,999 |
| <input type="checkbox"/> \$100,000 - \$199,999 | <input type="checkbox"/> I prefer not to say |

Q22 How many children **under age 18** live in your household?

- | | |
|----------------------------|------------------------------------|
| <input type="checkbox"/> 0 | <input type="checkbox"/> 2 |
| <input type="checkbox"/> 1 | <input type="checkbox"/> 3 or more |

Thank you!

Thank you for taking the time to complete this survey! Please return your completed survey in the enclosed postage-paid envelope addressed to:

Cascadia Consulting Group
1109 First Avenue, Suite 400
Seattle, Washington 98101

Climate Action Plan Community Survey

Mercer Island is currently developing our first Climate Action Plan (CAP) that will serve as a roadmap for reducing greenhouse gas emissions and preparing for the unavoidable impacts of climate change. This survey will ask you about your opinions on proposed strategies and actions for the plan. **Your feedback is critical** to ensuring we create a plan that meet the needs and priorities of Mercer Island.

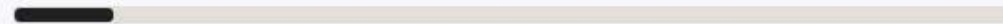
This survey will take around 7-10 minutes to complete. Responses are anonymous unless you choose to provide your contact information. All contact information will be kept confidential. **Only complete this survey if you have not filled out the paper copy sent to your residence. Please complete only one survey per household.**

If you have questions about the survey or wish to give input by email or phone, please contact the City's Sustainability Office: Ross Freeman, Climate Action Plan Project Manager: ross.freeman@mercergov.org. For more information on the Climate Action Plan please visit <https://www.mercerisland.gov/CAP>

Thank you in advance for participating!

Survey starts

Finish



All fields marked with an asterisk (*) are required.

Feedback on proposed climate action

The CAP will include **climate actions** across **six focus areas** aimed at preventing future climate change and preparing our community for current and future climate impacts. In the following questions, we will introduce the proposed goal, strategies, and potential actions for each focus area. The questions will ask about your level of support for and likeliness to participate in the proposed actions. We encourage you to provide feedback on all six focus areas, however if that is not possible, consider reviewing the focus areas that resonate with you the most.

Survey starts

Finish

All fields marked with an asterisk (*) are required.

Buildings & Energy

Goal: Reduce greenhouse gas emissions from buildings by reducing energy use, electrifying buildings, and transitioning to clean and reliable renewable energy sources.

Context: Energy-related GHG emissions come from electricity, natural gas, and other fuels used in homes, businesses, and industrial processes. In Mercer Island, commercial and residential energy accounts for about 40% of the city's total emissions.

To reduce building and energy related emissions, Mercer Island has proposed the following **strategies**:

1. **Transition to non-fossil building energy.**
2. **Reduce energy use in new and existing buildings.**

1. Please indicate your **level of support** for each of these **actions** by filling in one bubble per action.

	Strongly support	Support	Neutral	Oppose	Strongly Oppose
1.1 All-electric building code: Adopt energy code to require all-electric new construction for commercial and residential buildings.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
1.2 Electric panel upgrade requirements: Require electric panel upgrades upon sale and/or rental turnover for residential and commercial buildings to facilitate the transition to clean electricity buildings and vehicles.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
1.3 Heat pump rebates & education: Partner with PSE and other regional partners to expand regional electric heat pump pilot program and campaign to replace natural gas-powered furnaces and increase energy efficiency in existing commercial and residential buildings.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
1.4 Burnout ordinance: Prepare a "burn-out" ordinance requiring that expired fossil fuel furnaces or water heaters are replaced with available high efficiency electric alternatives.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
1.5 Solar panel expansion: Partner with PSE and other regional partners to promote state and federal renewable energy incentives to fund onsite residential and commercial solar power projects.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6121
July 19, 2022
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6121: Second Reading and Adoption of Parks Levy Renewal Ordinance (Ord. No. 22-13); and Statement of Intent to Not Impose Two Parks Levies (Resolution. No. 1628)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
RECOMMENDED ACTION:	Adopt Ordinance No. 22-13 renewing the parks levy; and adopt Resolution No. 1628 expressing intent to not impose two parks levies for 2023.	

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager Robbie Cunningham Adams, Management Analyst
COUNCIL LIAISON:	n/a
EXHIBITS:	<ol style="list-style-type: none"> Ordinance No. 22-13 - Parks Levy Renewal Ballot Measure Explanatory Statement Resolution No. 1628 - Expressing Intent to Not Impose Two Parks Levies for 2023
CITY COUNCIL PRIORITY:	2. Articulate, confirm, and communicate a vision for effective and efficient city services. Stabilize the organization, optimize resources, and develop a long-term plan for fiscal sustainability.

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to conduct a second reading of and adopt Ordinance No. 22-13 (Exhibit 1) related to the renewal of the parks levy, to review and confirm the information in the Explanatory Statement (Exhibit 2), and to approve Resolution No. 1628 relating to ending the current parks levy early (Exhibit 3).

- The current parks levy was approved by the Mercer Island community in 2008 and expires at the end of 2023. The current levy provides funding to operate and maintain Luther Burbank Park and supports operations at all City parks, trails, athletic fields, open spaces, and recreation facilities.
- At the June 7, 2022 ([AB 6090](#)) and the June 21, 2022 ([AB 6105](#)) City Council meetings, the Council discussed placing the parks levy renewal on the ballot a year early and considered a number of parks levy renewal scenarios.

- At the June 21, 2022 City Council meeting, the Council directed the City Manager to bring for the Council's consideration a draft ordinance for a November 8, 2022 special election for the renewal of the parks levy to include the base parks levy plus Alternative B as summarized below.

Base Parks Levy + Alternative B		
Base Parks Levy	2022 (Current Levy)	2023 (Proposed Levy)
Luther Burbank Park (O&M)	\$373,007	\$376,737
Parks Maintenance (O&M)	\$355,115	\$358,666
Luther Burbank Small Capital Projects (Capital)	\$110,000	\$111,100
Pioneer Park Forest Management (Capital)	\$77,000	\$77,770
Open Space/Vegetation Management (Capital)	\$65,000	\$65,650
Alternative B:		
Option 1D: Fund 100% of Playground Replacement Costs	-	\$414,355
Option 2C: Fund all Forest Management Plan projects except for second phase of tree planting	-	\$225,054
Total	\$980,122	\$1,629,332

- Ordinance No. 22-13 (Exhibit 1) is presented for a second reading and final adoption, calling for a special election on November 8, 2022 to consider a proposition related to the renewal of the parks levy. The text of the ordinance has been revised since the July 5, 2022 City Council meeting.
- The Explanatory Statement (Exhibit 2) is also presented for final review by the City Council. This document has also been revised since the July 5, 2022 City Council meeting.
- Resolution No. 1628 (Exhibit 3) expresses the City Council's intent to end the current parks levy early by not imposing two parks levies for 2023 upon passage of the levy renewal as described in Ordinance No. 22C-13.
- The City has also conducted a recruitment process for the parks levy pro and con committees and appointment to those committees will be addressed by separate action as indicated in AB 6124.

BACKGROUND

Parks Levy History

In 2001, King County approached the City of Mercer Island about transferring long-term ownership and operation of Luther Burbank Park to the City. The transfer of the park property was finalized in 2002.

In 2003, the Mercer Island community approved a six-year parks levy to fund the operations and maintenance of Luther Burbank Park. The \$415,000 annual levy passed with 55% voter approval.

In 2008, the Mercer Island community approved a 15-year parks levy. The scope of the levy included funding to continue operating Luther Burbank Park and to support operations at all city parks, open spaces, and recreation facilities. The annual levy passed with 54% voter approval and began in 2009. The final amount

levied in 2009 was \$882,000, establishing the basis for the 15-year parks levy as summarized in the table on the next page.

2009 Operations & Maintenance Levy (Implemented)	
Luther Burbank Park (O&M)	\$370,000
Parks Maintenance (O&M)	\$260,000
Luther Burbank Small Capital Projects (Capital)	\$110,000
Pioneer Park Forest Management (Capital)	\$77,000
Open Space/Vegetation Management (Capital)	\$65,000
Total	\$882,000

2022 Parks Levy Allocations

In 2022, the annual levy amount for the current parks levy is \$980,122. A 1% statutorily allowed annual increase was taken in all but two years over the life of the current parks levy. The 1% increase was applied to the operations and maintenance components of the parks levy, while the capital funding categories remained flat. The table below compares the initial levy amount in 2009 with the current levy amount in 2022.

2009 vs. 2022 Parks Levy Budget Allocations		
	2009 Allocation	2022 Allocation
Luther Burbank Park (O&M)	\$370,000	\$373,007
Parks Maintenance (O&M)	\$260,000	\$355,115
Luther Burbank Small Capital Projects (Capital)	\$110,000	\$110,000
Pioneer Park Forest Management (Capital)	\$77,000	\$77,000
Open Space/Vegetation Management (Capital)	\$65,000	\$65,000
Total	\$882,000	\$980,122

In 2022, the General Fund receives \$728,122 of the levied amount to support operations and maintenance at parks and athletic fields. This includes fully funding operations and maintenance at Luther Burbank Park at current service levels.

The remaining \$252,000 is allocated to the Capital Improvement Fund in support of Luther Burbank Park Small Capital Projects (\$110,000), Pioneer Park Forest Management (\$77,000), and Citywide Open Space Vegetation Management (\$65,000). This annual allocation for capital projects has been unchanged since 2009.

June 7, 2022 City Council Meeting

At the June 7, 2022 City Council meeting, the Council considered a parks levy renewal recommendation for the November 8, 2022 election that included the following (see [AB 6090](#)):

- **Base levy:** Maintains the current parks levy amount and levy categories. The 2023 proposed base levy amount is \$989,923 and includes a 1% annual increase from 2022.

- **Option 1:** Proposed additional funding for ongoing playground replacements, the alternatives varied from funding 25% of the playground replacement costs (about \$100,000 annually) over the life of the parks levy to fully funding the replacement costs (over \$400,000 annually).
- **Option 2:** Proposed increasing the annual funding for Pioneer Park to fund the restoration projects identified in the Pioneer Park Forest Management Plan. The proposed funding increase ranged from \$36,000 to over \$400,000 annually with the latter representing fully funding all of the projects identified in the Pioneer Park Forest Management Plan.

Councilmembers concurred with the recommendation to place the parks levy renewal on the November 8, 2022 General Election ballot and requested more information on various parks levy scenarios. It was also suggested that the levy length change from 15 years to 16 years. This would align the parks levy with the biennial budget cycle and put the next potential parks levy renewal off-cycle from a City Council election year.

June 21, 2022 City Council Meeting

At the June 21, 2022 City Council meeting, staff presented several alternative levy scenarios for City Council consideration ([see AB 6105](#)).

The City Council voted unanimously to direct the City Manager to draft an ordinance for a November 8, 2022 special election for the renewal of the parks levy to include the base parks levy plus Alternative B as summarized in the table below.

Base Parks Levy + Alternative B		
Base Parks Levy	2022 (Current Levy)	2023 (Proposed Levy)
Luther Burbank Park (O&M)	\$373,007	\$376,737
Parks Maintenance (O&M)	\$355,115	\$358,666
Luther Burbank Small Capital Projects (Capital)	\$110,000	\$111,100
Pioneer Park Forest Management (Capital)	\$77,000	\$77,770
Open Space/Vegetation Management (Capital)	\$65,000	\$65,650
Alternative B:		
Option 1D: Fund 100% of Playground Replacement Costs	-	\$414,355
Option 2C: Fund all Forest Management Plan projects except for second phase of tree planting	-	\$225,054
Total	\$980,122	\$1,629,332

July 5, 2022 City Council Meeting

At the July 5, 2022 City Council meeting, staff presented Ordinance No. 22-13 for first reading and received City Council feedback on the proposed ballot title and the accompanying Explanatory Statement ([see AB 6111](#)). Feedback primarily centered on inserting language clarifying the City's intent to end the existing parks levy one year early (for an expiration date of December 31, 2022), to avoid duplication in funding if the parks levy renewal authorized by Ordinance No. 22-23 is approved by voters to begin collections in 2023.

The City Council also suggested additional revisions to the ordinance to include adding the reference to Engstrom Open Space, clarifying the increase in the levy, and streamlining the language.

The City Council directed the City Manager to incorporate feedback received at the meeting and bring back Ordinance No. 22-13 for a second reading and adoption at the July 19, 2022 meeting.

Property Types Included in Total Assessed Valuation of City of Mercer Island

During the July 5, 2022 City Council meeting, a question was asked about the Assessed Valuation used to calculate the maximum property tax rate and whether or not it included properties exempt from paying property tax. Property tax exemptions include city and school buildings, churches, and synagogues, and many (but not all) non-profit and social service agencies.

The King County Assessor certifies three levels of the total assessed value of Mercer Island and provides that information to the City. The “regular levy for limited bonds” assessed valuation, which is the one used to calculate the levy rate included in the ballot measure, does not include properties exempt from the City property tax assessment.

ISSUE/DISCUSSION

Development of Final Ballot Measure Ordinance/Ballot Title

Upon receiving feedback from the City Council on the initial draft of Ordinance No. 22-13, staff and legal counsel developed the final version of Ordinance No. 22-13 (see Exhibit 1). The ordinance includes the parks levy renewal ballot title, which consists of three elements: ballot caption (name of jurisdiction and a statement of the subject matter); a concise description of the measure; and a question. The concise description must not exceed seventy-five words.

The maximum property tax rate (\$0.862/\$1,000 assessed valuation) along with the total amount to be collected through the renewal of the parks levy (\$1,629,332) are also included in Ordinance No. 22-13.

Explanatory Statement

City staff, with support from legal counsel, prepared a revised Explanatory Statement to reflect feedback received from the City Council during the July 5, 2022 City Council meeting for inclusion in the local voters’ pamphlet (see Exhibit 2). The Explanatory Statement states the effect of a ballot measure if passed into law. The statement must not be an argument in favor of or in opposition to the measure, is limited to 250 words, and no more than five paragraphs.

Resolution No. 1628

Resolution No. 1628 (Exhibit 3) was prepared for City Council review and approval to address concerns that there will be two parks levies in 2023. This resolution states the City’s intent to end the current parks levy lid lift one year early if voters approve the parks levy renewal at the November 8, 2022 election. The City Council can end the current parks levy one year early by setting the current parks levy rate to zero for 2023 during the budget process in November/December.

NEXT STEPS

Submission of Ballot Measure Ordinance and Explanatory Statement to King County Elections

Upon council approval of Ordinance No. 22-13, City staff will submit the ordinance and the Explanatory Statement to King County Elections by the August 2, 2022 deadline for inclusion on the November 8, 2022 General Election ballot.

Creation of Park Levy Fact Sheet

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

RECOMMENDED ACTION

1. Adopt Ordinance No. 22-13, providing for the submission on the November 8, 2022 election, a ballot proposition authorizing the City to lift the levy limit established in RCW 84.55.010 to pay for costs of maintaining and operating City parks, open spaces, and recreation facilities, and to fund playground replacements, operations and maintenance of Luther Burbank Park, and forest restoration at Pioneer Park and Engstrom Open Space.
2. Adopt Resolution No. 1628, expressing the City's intent to not impose two parks levies for 2023.

CITY OF MERCER ISLAND, WASHINGTON

ORDINANCE NO. 22-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT AN ELECTION TO BE HELD ON NOVEMBER 8, 2022, OF A PROPOSITION AUTHORIZING THE CITY TO LIFT THE LEVY LIMIT ESTABLISHED IN RCW 84.55.010 TO PAY FOR COSTS OF MAINTAINING AND OPERATING CITY PARKS, OPEN SPACES, AND RECREATION FACILITIES, AND TO FUND PLAYGROUND REPLACEMENTS, OPERATIONS AND MAINTENANCE OF LUTHER BURBANK PARK, AND FOREST RESTORATION AT PIONEER PARK AND ENGSTROM OPEN SPACE; SETTING FORTH THE TEXT OF THE BALLOT PROPOSITION; DIRECTING PROPER CITY OFFICIALS TO TAKE NECESSARY ACTIONS; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City of Mercer Island, Washington (the “City”) manages 479 acres of parks and open space land, providing numerous waterfront access sites, active recreational facilities for team sports, playground equipment at 11 parks, more than 30 miles of walking paths and trails, picnic areas, and hundreds of acres of natural forest lands; and

WHEREAS, the City Council recently proclaimed July 2022 as Parks and Recreation Month citing the importance of parks and recreation programs and facilities to the quality of life and sense of community on Mercer Island; and

WHEREAS, on March 1, 2022, the City Council, supported by the Parks and Recreation Commission, the Open Space Conservancy Trust, and the Arts Council, adopted the Parks, Recreation and Open Space (“PROS”) Plan, which provides strategic direction on programming, operations, and capital infrastructure investments necessary to meet the Mercer Island community’s needs for parks and recreation services; and

WHEREAS, the PROS Plan community engagement process included a statistically valid community-wide survey in 2020 of which 99% of the respondents indicated that public parks and recreation opportunities are essential to the quality of life on Mercer Island; and

WHEREAS, the PROS Plan includes a six-year (2023-2028) Capital Improvement Plan (“CIP”) that identifies \$40 million in parks, open space, trails, and recreation facility capital projects, and anticipates \$24 million in additional funding will be needed to complete these parks capital projects; and

WHEREAS, the Mercer Island parks system includes 18 playground structures, 15 of which will need to be replaced over the next 16 years; and

WHEREAS, the City stewards nearly 300 acres of open space and natural lands, of which Pioneer Park and Engstrom Open Space comprise 122 acres; and

WHEREAS, open space lands are largely undeveloped, preserve native vegetation and tree canopy, and provide wildlife habitat and valuable ecosystem functions, while also providing passive recreation opportunities to the Mercer Island community; and

WHEREAS, Pioneer Park and Engstrom Open Space are under the ownership of the Open Space Conservancy Trust, which was established in 1992 to protect, maintain, and preserve these lands; and

WHEREAS, the City adopted the Pioneer Park Forest Management Plan in 2003 to address the needs of Mercer Island's largest natural area; and

WHEREAS, the City conducted a full vegetation survey of Pioneer Park in 2008, which is known as the "Pioneer Park Forest Health Survey"; and

WHEREAS, the Forest Health Survey identified several issues in Pioneer Park including high invasive tree regeneration, low native tree regeneration, increasing invasive species cover, and loss of canopy trees; and

WHEREAS, the findings of the Forest Health Survey were used to establish short-, medium-, and long-term tasks essential for restoring Pioneer Park to a healthy, diverse, and resilient forest, created benchmarks for this work to be completed over a 25-year period, and were adopted as an amendment to the Pioneer Park Forest Management Plan in 2009; and

WHEREAS, in July 2010, Engstrom Open Space was added to the Open Space Conservancy Trust Board's oversight; and

WHEREAS, the Open Space Conservancy Trust updated the forest management strategy and practices at Engstrom Open Space to align with the Pioneer Park Forest Management Plan; and

WHEREAS, with funding from the current parks levy and the Capital Improvement Fund over the last 14 years, the City has made considerable progress on the tasks outlined in the Pioneer Park Forest Management Plan; and

WHEREAS, the PROS Plan adopted in February 2022 includes Objective 1.1, which states, "Retain publicly owned parks and open spaces in perpetuity. Actively pursue options to permanently protect parks and open space areas through conservation easements, zoning changes, or other strategies"; and

WHEREAS, on March 15, 2022 the City Council approved Resolution No. 1621 establishing a scope of work, master schedule and public participation plan for the 2024 periodic review of the Mercer Island Comprehensive Plan;

WHEREAS, subtask LU-11 in the approved scope of work for this 2024 periodic review includes completing the necessary work in the Comprehensive Plan for the establishment of a new parks zone; and

WHEREAS, pursuant to Ordinance No. 08-08 approved on August 4, 2008, the City has in effect a tax levy in excess of the limit established in RCW 84.55.010 (“parks levy”) to pay the costs of operating and maintaining City parks and recreational facilities, including funding for capital projects, and operations and maintenance of Luther Burbank Park; and

WHEREAS, the current parks levy contributes over \$700,000 annually to operate and maintain City parks, which represents 31% of the funding needed for maintenance and operations annually; and

WHEREAS, the current parks levy contributes over \$250,000 annually in capital funding to support projects at Luther Burbank Park, open space vegetation management, and Pioneer Park restoration projects, and

WHEREAS, the current parks levy lid lift is scheduled to expire on December 31, 2023; and

WHEREAS, in order to continue paying costs of operations and maintenance for City parks and to provide funding for capital projects as found necessary by the City Council, it is deemed advisable that the City impose taxes within the limits permitted to cities; and

WHEREAS, RCW 84.55.050 authorizes the voters of a City to authorize an increase above the levy limitations established in RCW 84.55.010; and

WHEREAS, if approved by the voters, collections for the new parks levy lid lift authorized herein will begin in 2023 and continue for 15 years thereafter, replacing the expiring levy for continued operation and maintenance of City parks and to fund capital projects; and

WHEREAS, if the parks levy lid lift authorized herein is approved by the voters to begin collections in 2023, the City intends to terminate its current parks levy lid lift one year early (for an expiration date of December 31, 2022) to avoid duplication in funding by setting the current parks levy rate to zero, as declared in Resolution No. 1628, which the City Council will adopt concurrently with this ordinance; and

WHEREAS, on June 21, 2022, the City Council directed staff to prepare an ordinance for such levy lid lift to replace the expiring parks levy lid lift to sustain current service levels; and

WHEREAS, the City Council also directed staff to include in the levy lid lift ordinance annual capital funding for ongoing playground replacements, and to increase the funding for Pioneer Park to fully fund the restoration projects identified in the Pioneer Park Forest Management Plan, except for the second phased of tree planting; and

WHEREAS, the City Council desires to allow the electors to approve or reject a proposition under RCW 84.55.050, authorizing the City Council to levy the City’s regular property tax in an

amount that exceeds the incremental limit factor that would otherwise be prescribed by RCW 84.55.010.

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

Section 1. Purpose. The City Council hereby finds that the best interests of the residents of the City require the City to pay costs of maintaining and operating City parks, open spaces, and recreation facilities, and to fund playground replacements, operations and maintenance of Luther Burbank Park, and forest restoration at Pioneer Park and Engstrom Open Space, (together, “Park Operations and Capital Projects”).

The City Council shall determine the timing, order and manner of funding Park Operations and Capital Projects and other uses of levy proceeds. The cost of all compensation, benefits, training, support services, equipment, vehicles, infrastructure, facilities, and/or administrative expenses and other costs incurred in connection with Park Operations and Capital Projects shall be deemed a part of the costs of such Park Operations and Capital Projects. The Council may alter, make substitutions to, and amend such components as it determines are in the best interests of the City and consistent with the general park and recreation descriptions provided herein.

The recitals stated above (i.e., the “Whereas” clauses) constitute specific findings by the City Council in support of the passage of this ordinance.

Section 2. Calling of Election Regarding the Levy of Additional Regular Property Taxes. It is hereby found and declared the best interests of the City require the submission to the qualified electors of the City of the proposition whether the City shall levy regular property taxes above the levy limitations established in RCW 84.55.005 and RCW 84.55.010 for their ratification or rejection at an election to be held on November 8, 2022. For the purpose of providing funds to pay the costs of Park Operations and Projects, the King County Director of Records and Elections (the “Director”), as *ex officio* supervisor of elections in King County, Washington, is hereby requested to call and conduct such election to be held on such day and to submit to the qualified electors of the City for their approval or rejection a proposition to increase the City’s regular property tax levy by \$1,629,332 (to a total rate not to exceed \$0.862 per \$1,000 of assessed valuation) for collection in 2023, as allowed by chapter 84.55 RCW. The 2023 levy amount will be used as the basis to calculate subsequent levy limits for a period of 16 years (expiring December 31, 2038).

The taxes authorized by this proposition will be in addition to the maximum amount of regular property taxes the City would have been limited to by RCW 84.55.010 in the absence of voter approval under this ordinance, plus other authorized lid lifts. Thereafter, such levy amount would be used to compute limitations for subsequent years as allowed by chapter 84.55 RCW.

Upon approval of the voters of the proposition hereinafter set forth, the City may use proceeds of such levy to pay the costs of Park Operations and Projects as more particularly described in this ordinance.

The City Clerk is hereby authorized and directed to certify the following proposition to the Director, in substantially the following form. Such election shall be conducted by mail unless

otherwise determined by the Director.

CITY OF MERCER ISLAND PROPOSITION NO. 1

LEVY LID LIFT FOR
PARK OPERATIONS AND MAINTENANCE

The City Council of the City of Mercer Island adopted Ordinance No. 22-13 concerning property taxes for park operations, maintenance, and capital projects.

This proposition funds operations and maintenance of parks and open spaces, including Luther Burbank Park, and funds playground replacements and forest restoration in Pioneer Park and Engstrom Open Space; increases the parks levy from \$980,122 (2022) to \$1,629,322 (2023); and sets the maximum tax levy at \$0.862/\$1,000 for 2023 collections and 15 years thereafter (2023 levy amount would be used to calculate subsequent levies), per RCW 84.55.050. Qualifying seniors, veterans, and others are exempt, per RCW 84.36.381.

Should this proposition be approved:

YES?	<input type="checkbox"/>
NO?	<input type="checkbox"/>

Section 3. Minor Adjustments. For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) the City Manager and (b) the City Attorney, as the individuals to whom such notice should be provided. The City Attorney and City Manager are each authorized individually to approve changes to the ballot title, if any, deemed necessary by the Director.

The City Clerk is authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's or clerical errors, references, numbering, section/subsection numbers, and any reference thereto.

The proper City officials are authorized to perform such duties as are necessary or required by law to submit the question of whether the regular property tax shall be increased, as provided in this ordinance, to the electors at the November 8, 2022 election.

Section 4. Exemption. If the ballot proposition set forth herein is approved by the voters, as authorized by RCW 84.36.381, qualifying senior citizens, disabled veterans, and other people with disabilities (as defined in RCW 84.36.381) shall be exempt from the tax increase resulting from such levy lid lift.

Section 5. Local Voters' Pamphlet Authorized. The preparation and distribution of a local voters' pamphlet providing information on the foregoing ballot measure is hereby authorized. The pamphlet shall include an explanatory statement and arguments advocating approval and disapproval of the ballot measure, if any. In accordance with RCW 29A.32.280, the arguments advocating approval and rejection of the ballot measure shall be prepared by committees appointed by the City Council. Each committee shall be composed of not more than three persons; however, a committee may seek the advice of any person or persons. The committee advocating approval shall be composed of persons known to favor the ballot measure, and the committee advocating rejection shall be composed of persons known to oppose the ballot measure.

Section 6. Severability. If any provision of this ordinance is declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of any other ordinance or resolution, or of the levy or collection of the taxes authorized herein.

Section 7. Publication and Effective Date. This ordinance shall take effect five days after its passage, approval and publication as required by law.

PASSED by the City Council of the City of Mercer Island, Washington, at a regular open public meeting thereof held this 19 day of July 2022.

CITY OF MERCER ISLAND

Salim Nice, Mayor

APPROVED AS TO FORM:

ATTEST:

Bio Park, City Attorney

Andrea Larson, City Clerk

CITY OF MERCER ISLAND
PROPOSITION 1
LEVY LID LIFT FOR
PARK OPERATIONS AND MAINTENANCE

Explanatory Statement

Since 2008, Mercer Island has had a parks levy lid lift to pay the costs of operating and maintaining City parks, open spaces, and recreational facilities, including the full costs of operating and maintaining Luther Burbank Park. The current parks levy lid lift was approved by Mercer Island voters in 2008 and is set to expire on December 31, 2023.

Proposition 1 is a replacement parks levy that will fund operations and maintenance of parks, open spaces, and recreation facilities, including Luther Burbank Park, and will fund playground replacements and forest restoration at Pioneer Park and Engstrom Open Space. Details about the levy lid lift are described in City Ordinance No. 22-13.

If approved, this proposition increases the parks levy from \$980,122 in 2022 to \$1,629,322 in 2023 and sets the maximum City property tax levy rate at \$0.862/\$1,000 for 2023. The 2023 levy amount would be used to calculate subsequent levies for 15 years thereafter, per RCW 84.55.050.

Because collections under this parks levy lid lift will begin in 2023, the City will end the existing parks levy one year early as declared in Resolution No. 1628, should voters approve this replacement levy.

Proposition 1 is estimated to cost the owner of a median-valued \$2,375,000 Mercer Island home \$18.94 per month in 2023, which is an estimated increase of \$7.55 per month compared to the current parks levy in 2022. Qualifying seniors, disabled veterans, and others are exempt, per RCW 84.36.381.

APPROVED AS TO SUBSTANCE AND FORM:

Bio Park, City Attorney

**CITY OF MERCER ISLAND
RESOLUTION NO. 1628**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND
EXPRESSING ITS INTENT TO NOT IMPOSE TWO PARKS LEVIES FOR 2023**

WHEREAS, the City has in effect a property tax levy lid lift in excess of the limit established in RCW 84.55.010 to pay the costs of operating and maintaining City parks and recreational facilities, including funding for capital projects, and operations and maintenance of Luther Burbank Park (“current parks levy”); and

WHEREAS, the current parks levy is scheduled to expire on December 31, 2023; and

WHEREAS, the City Council approved Ordinance No. 22-13 on July 19, 2022, providing for the submission of a proposition to the voters for a new parks levy to pay for costs of maintaining and operating city parks, open spaces, and recreation facilities, and to fund playground replacements and forest restoration at Pioneer Park and Engstrom Open Space (“new parks levy”); and

WHEREAS, if approved by the voters, collections for the new parks levy will begin in 2023 and continue for 15 years thereafter, replacing the current parks levy; and

WHEREAS, the City Council annually sets the final City property tax levy rates during the budget process in November/December; and

WHEREAS, upon approval of the new parks levy, the City Council will end the current parks levy by setting the levy rate to zero.

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

Upon passage of the new parks levy, the City Council will end the current parks levy by setting the levy rate to zero to avoid collecting two parks levies. This action will take place during the normal biennial budget process conducted in November/December 2022.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 19TH DAY OF JULY 2022.

CITY OF MERCER ISLAND

Salim Nice, Mayor

ATTEST:

Andrea Larson, City Clerk



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6124
July 19, 2022
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6124: Parks Levy Pro and Con Committee Appointments (Res. No. 1629)	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Approve Resolution No. 1629 appointing members to the parks levy pro and con committees.	<input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution

DEPARTMENT:	City Manager
STAFF:	Jessi Bon, City Manager Robbie Cunningham Adams, Management Analyst
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Resolution No. 1629 - appointing members to the parks levy pro and con committees
CITY COUNCIL PRIORITY:	2. Articulate, confirm, and communicate a vision for effective and efficient city services. Stabilize the organization, optimize resources, and develop a long-term plan for fiscal sustainability.

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

EXECUTIVE SUMMARY

The purpose of this agenda bill is to appoint the members of the pro and con committees for the upcoming parks levy renewal ballot measure appearing on the November 8, 2022 General Election ballot.

- The entity placing a measure on the ballot typically facilitates the formation of a pro and con committee to prepare respective statements (and rebuttals) for inclusion in the local voter's pamphlet.
- The pro and con committees will agree to submit statements in favor of and in opposition to the park levy renewal ballot measure for the local voters' pamphlet.
- The City Manager and staff began soliciting applicants from the community to serve on the pro and con committees in early July. The solicitation included an article on the [Park Levy Let's Talk Page](#), an article in the MI weekly email, an advertisement in the MI reporter, and messaging on all City social media profiles.
- At the time of publication of this agenda bill, the application deadline for the pro and con committees had been extended to Noon on Friday, July 15, 2022.

- All applications will be forwarded to City Council for review by the close of business on Friday, July 15, 2022.
- The City Council will select up to three individuals for each committee and approve Resolution No. 1629.

BACKGROUND

Parks Levy Renewal

The current parks levy was approved by the Mercer Island community in 2008 and expires at the end of 2023. The current levy provides funding to operate and maintain Luther Burbank Park and supports operations at all City parks, trails, athletic fields, open spaces, and recreation facilities.

At the June 7, 2022 ([AB 6090](#)) and the June 21, 2022 ([AB 6105](#)) City Council meetings, the Council discussed placing the parks levy renewal on the ballot a year early and considered a number of parks levy renewal scenarios.

At the June 21, 2022 City Council meeting, the Council directed the City Manager to bring for the Council's consideration a draft ordinance for a November 8, 2022 special election for the renewal of the parks levy to include the base parks levy plus Alternative B as summarized in the table on the next page.

At the July 5, 2022 City Council meeting, staff presented Ordinance No. 22-13 for first reading and sought City Council review and feedback on the ordinance, ballot caption and description, and the explanatory statement (see AB 6111).

Staff is presenting Ordinance No. 22-13 for a second reading and adoption at the July 19, 2022 City Council meeting (see AB 6121).

Recruitment for Pro and Con Committees for Park Levy Renewal

Although it is not a legal requirement, the entity placing a measure on the ballot typically facilitates the formation of a pro and con committee to prepare respective statements (and rebuttals) for inclusion in the local voter's pamphlet.

Upon receiving direction from the City Council to prepare a ballot measure, the staff began soliciting applicants from the community to serve on the pro and con committees. The solicitation included an article on the [Park Levy Let's Talk Page](#), an article in the MI weekly email, an advertisement in the MI reporter, and messaging on all City social media profiles.

Those interested in applying were asked to submit an application by 12pm on July 11, 2022. To give ample time for more applicants to complete the process, the deadline for the recruitment was extended to Noon on Friday, July 15. City Council will review these applications and appoint members of the committees at the July 19, 2022 City Council meeting.

The application materials will be forwarded to the City Council for review by the close of business on July 15, 2022.

Responsibilities of Each Party

The information below describes the responsibilities of the pro and con committee members, the City, and King County Elections.

Responsibilities of Members of Pro/Con Committees

The pro and con committees commit to submitting statements in favor of and in opposition to the park levy renewal ballot measure for the local voters' pamphlet.

Additionally, the committees are responsible for the following: Submitting pro/con statement, following all guidelines, to King County Elections by 4:30 p.m. on August 9, 2022 and submitting rebuttal statement, following all guidelines, to King County Elections by 4:30 p.m. on August 11, 2022.

A Pro/Con Statement Submission form is required when submitting a statement. This form and other detailed instructions are included in the Local Voters' Pamphlet Packet which City staff will provide to the committees upon their appointment.

Responsibilities of the City of Mercer Island

The City Council is tasked with appointing pro and con committees to prepare statements in favor of and in opposition to the parks levy renewal ballot measure to be included in the local voters' pamphlet. See RCW 29A.32.280.

Upon the City Council's selection of committee members and approval of resolution No. 1629, City Staff will submit to King County Elections the pro and con committee appointment form by the 4:30 p.m. August 2, 2022 deadline.

Additionally, the City is responsible for informing the committees of the rules, procedures, and deadlines for submitting statements for the local voters' pamphlet. The City will share with the appointed committee members the King County Local Voters' Pamphlet packet.

Responsibilities of King County Elections

King County Elections will receive all materials from the City as well as the pro and con committees. Following the deadline for pro and con statements, King County will send each statement to the opposing committee so rebuttals can be written.

Prior to publication of the local voters' pamphlet, King County Elections will email each committee a proof of their statements. Upon receipt of the proof, committees will ensure that there are no discrepancies between the proof copy and the information they submitted.

No changes to the originally submitted statements will be accepted. No new material will be accepted. The only permitted changes are updates to the contact information section. Committees must notify King County Elections of any discrepancies or contact information updates by 4:30 p.m. on the day of the deadline stated in the email containing the proof copy.

ISSUE/DISCUSSION

Appointing Members of Pro and Con Committees

City staff recommend the Mayor and Deputy Mayor prepare a proposed slate of candidates to serve on the pro and con committees, based on the final list of applications received by the July 15, 2022 deadline, for City Council review and approval.

NEXT STEPS

Upon approval of Resolution No. 1629, City Staff will submit to King County Elections the pro and con committee appointment form by the 4:30 p.m. August 2, 2022 deadline.

Additionally, the City will inform the appointed pro and con committees of the rules, procedures, and deadlines for submitting statements for the local voters' pamphlet. The City will share with the appointed committee members the King County Local Voters' Pamphlet packet.

RECOMMENDED ACTION

Approve Resolution No., 1629 and appoint _____ to the pro committee and _____ to the con committee.

CITY OF MERCER ISLAND, WASHINGTON
RESOLUTION NO. 1629

A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON
APPOINTING MEMBERS TO PRO AND CON COMMITTEES FOR
SUBMISSION OF STATEMENTS IN FAVOR OR AGAINST PROPOSITION 1
(THE PARKS LEVY RENEWAL BALLOT MEASURE) FOR THE LOCAL
VOTERS' PAMPHLET FOR THE NOVEMBER 8, 2022 ELECTION

WHEREAS, the formation of pro and con committees pursuant to RCW 29A.32.280 provides an opportunity for Mercer Island community members to submit arguments for and against the parks levy renewal ballot measure (Proposition 1) to be published in the local voter's pamphlet; and

WHEREAS, the City Council may appoint up to three members for each committee; and

WHEREAS, the City Clerk solicited applications for said appointments.

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

Section 1. Appointment of Pro Committee. The City Council appoints the following individual(s) to the pro committee to prepare arguments advocating voter's approval of Proposition 1 for publication in the local voter's pamphlet:

_____ Position #1
_____ Position #2
_____ Position #3

Section 2. Appointment of Con Committee. The City Council appoints the following individual(s) to the con committee to prepare arguments advocating voter's rejection of Proposition 1 for publication in the local voter's pamphlet:

_____ Position #1
_____ Position #2
_____ Position #3

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON JULY 19, 2022.

CITY OF MERCER ISLAND

Salim Nice, Mayor

ATTEST:

Andrea Larson, City Clerk



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6120
July 19, 2022
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 6120: Bike Skills Area Update & Appropriation Request	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
RECOMMENDED ACTION:	<ol style="list-style-type: none"> 1. Receive update on the Bike Skills Area. 2. Appropriate \$75,000 from the Capital Improvement Fund to begin the design of a new Bike Skills Area at Deane's Children's Park. 	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations Alaine Sommargren, Deputy Public Works Director
COUNCIL LIAISON:	Craig Reynolds
EXHIBITS:	<ol style="list-style-type: none"> 1. Upper Luther Burbank Park Bike Skills Area Assessment Report 2. Bike Skills Area Site Analysis Matrix 3. PRC Recommendation Memo
CITY COUNCIL PRIORITY:	n/a

AMOUNT OF EXPENDITURE	\$ 75,000
AMOUNT BUDGETED	\$ 0
APPROPRIATION REQUIRED	\$ 75,000

EXECUTIVE SUMMARY

The purpose of this agenda bill is to provide an update on the Bike Skills Area (BSA) and to appropriate funding to begin project design at Deane's Children's Park. Specifically, this agenda item will:

- Provide background information on the Bike Skills Area.
- Provide a summary of the Parks & Recreation Commission's discussions to date and convey the Commission's recommendation regarding the future site of the BSA.
- Request an appropriation of \$75,000 from the Capital Improvement Fund balance and enter into a professional service agreement to begin community engagement and commence 30% design of a Bike Skills Area in Deane's Children's Park.

BACKGROUND

The Bike Skills Area (BSA), formerly known as the BMX park, was originally created by neighborhood riders in the 1970s. At the time, the area was owned and managed by King County. Use of the area continued over the years, with users creating and shaping jumps and trails within the ravine area. The name of this location was

changed in 2021 to reflect changes in the use of the facility over the past five decades to include other biking styles.

Bike Skills Area Closure

Over the years, increased use and unauthorized expansion of the Bike Skills Area caused damage and degradation to the surrounding hillsides and vegetation. On October 7, 2021, the Bike Skills Area in Upper Luther Burbank Park was temporarily closed due to significant operating challenges and safety concerns. Challenges included repeated unauthorized expansion of the course, damage to soils and established vegetation, and construction of jumps that exceeded park rules. The closure allowed the City to restore vegetation and to evaluate whether the park area could operate safely and sustainably as a Bike Skills Area location.

Bike Skills Area Assessment Report

Recognizing the need for professional consultation, the City retained Action Sports Design, LLC (ASD) in October 2021 to perform a full assessment of the site and make recommendations to improve the operations and safety of the Bike Skills Area while minimizing environmental impacts. The final report was completed (April 2022) and is attached as Exhibit 1.

The Bike Skills Area Assessment Report provides several recommendations for the re-design of the BSA in Upper Luther Burbank Park. However, due to the complexity of the site (topography, lack of existing stormwater infrastructure) and anticipated permitting requirements, reopening the BSA in Upper Luther Burbank Park will require significant engineering and design, likely taking up to two years to complete design, environmental review, and construction.

Restoration Work Completed at Upper Luther Burbank park

During the closure of the BSA, staff also completed necessary work on the site including:

- Removing unauthorized jumps and regrading the site.
- Backfilling and stabilizing undermined slopes.
- Hiring a professional surveyor to record site topography and document the area of Upper Luther Burbank Park impacted by the BSA.
- Completing a tree risk assessment within and surrounding the BSA and addressing degrading trees.
- Holding two volunteer events to plant and mulch new native trees and shrubs along the BSA boundary areas.

Public Engagement

Since the closure of the BSA, public comment and discussion regarding the facility has been impassioned and divisive. Concerns about the abrupt closure, length of the closure, and potential reopening of the facility have been well voiced.

The City invited public comment on the future of the BSA and provided project updates on a dedicated Let's Talk page, which included two surveys on the BSA. The community was also invited to participate in a public meeting held on November 15, 2021, in addition to providing comment and feedback at three Parks and Recreation Commission meetings.

Parks and Recreation Commission Review & Recommendation

The Parks and Recreation Commission (PRC) discussed the BSA facility over the course of three meetings. At their April 26 meeting, the PRC discussed short- and long-term options for a BSA facility, ultimately voting to re-open the BSA in Upper Luther Burbank Park in a limited fashion while the City pursued alternative long-

term locations for the BSA.

At the Commission's request, staff evaluated 24 park and open space properties for suitability as a BSA site. Each park site was evaluated on fifteen criteria, including site amenities, safety considerations, and impacts on current park uses and entered into a site analysis matrix, which was presented to the PRC at their June 2 meeting (see Exhibit 2).

A PRC Subcommittee was formed to evaluate these sites, and public input was received. Consideration of alternative site locations included whether a bike area would negatively impact active use of park spaces or the ecological health of open spaces, and whether a park could provide users with similar characteristics as the BSA established in Upper Luther Burbank Park, including terrain and overall size. The PRC Subcommittee narrowed the list of suitable sites to two parks: Deane's Children's Park and Aubrey Davis Park.

After deliberation on the merits of the two sites at their July 7, 2022 meeting, the Commission voted (6-1) "that the City staff request funding from the City Council for a Bike Skills Area 30% design project, to be located at Deane's Children's Park in the general area previously used for the Adventure Playground", identifying Deane's Children's Park as the preferred long-term option for the Bike Skills Area. Additionally, the PRC voted (4-1-2) "to rescind the previous recommendation made to City Council to establish an interim Bike Skills Area in Upper Luther Burbank Park pending identification of a permanent alternative site." The PRC's recommendation is attached (see Exhibit 3).

For many years, Deane's Children's Park was home to the City's Adventure Playground. The park provided an environment for kids to imagine, build, and create their own adventure in a forested area. The Adventure Playground operated between 3-5 days per week in the summer and fall as both a drop-in activity and organized summer camp program, averaging between 30-60 children at a given time. Although the site has many trees, the site lacks healthy understory vegetation and has already been significantly impacted by active recreation. The City no longer offers the Adventure Playground program. Construction of a new BSA in this location would not adversely or negatively impact the site.

ISSUE/DISCUSSION

The recommendation from the PRC is to request funding from the City Council for a Bike Skills Area 30% design project, to be located at Deane's Children's Park in the general area previously used for the Adventure Playground.

While the Deane's Children's Playground site presents many opportunities for a new BSA, additional design work is necessary to ensure proper access, including consideration of the surrounding park amenities such as the nearby playgrounds; active and passive park uses; and the connection to Island Park Elementary and Island Crest Way trails. The Commission discussed many of these considerations before making their formal recommendation.

This new BSA is intended to be professionally designed and there will not be opportunities for jumps to be constructed or modified by users. There will, however, be opportunities for volunteers to participate in the construction of the new BSA, once approved, under the professional guidance of the engineer and project team.

Due to the timing of the project, no funding for the BSA facility was included in the City's adopted 2021-2022 Capital Improvement Plan. An appropriation of \$75,000 from available fund balance in the Capital Improvement Fund is required to procure design and engineering services for this project at the Deane's Children's park location. The total project cost is currently estimated at \$350,000.

NEXT STEPS

Upon approval by the City Council, staff will retain a consultant to engage with the community on design of a new BSA at Deane's Children's Park and prepare a 30% design concept to the PRC for review. A final recommendation on the 30% design will be presented to the City Council for review and approval in early 2023.

Staff anticipates the design process will begin in the early fall with 30% design completed by late November. A capital funding placeholder for construction of this facility will be included as part of the City's 2023-2024 biennial budget, with project construction anticipated to begin in spring 2023.

No additional decommissioning or restoration work will be performed on the Upper Luther Burbank Park Bike Skills Area while the City pursues the development of a new BSA at Deane's Children's Park. The new plantings are vital to the stability of surrounding slopes at the site, and they will be maintained to ensure their continued growth. Full restoration of the site will be considered once a plan for a permanent BSA has been finalized.

RECOMMENDED ACTION

Appropriate \$75,000 from the Capital Improvement Fund balance to enter into a professional service agreement to begin 30% design of a Bike Skills Area in Deane's Children's Park to include a community engagement process and review of the 30% design by the Parks and Recreation Commission.

UPPER LUTHER BURBANK PARK BIKE SKILLS AREA ASSESSMENT

MARCH 2022



Report Prepared For:

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

Report Prepared By:

Action Sports Design, LLC
12400 W Hwy 71, Suite 350-348
Austin, TX 78738

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PROJECT BACKGROUND

PROJECT LOCATION

The City of Mercer Island is home to a designated bike park, located within Upper Luther Burbank Park. The bike park, currently known as the Bike Skills Area, is situated at the southwest corner of the park, in a ravine that parallels 84th Ave SE (see Figure 1). The closest entry to the Bike Skills Area is located along 84th Ave SE, at SE 32nd St, which is marked with a parks sign. Park hours are 6 am to 10 pm.

Parking for users is located on 84th Ave SE, across from the entry and adjacent to residential homes. The Bike Skills Area is accessed from the park's pedestrian-based trail system, which runs alongside the lower section of the bike course.

BIKE SKILLS AREA BACKGROUND

The Bike Skills Area (BSA) was originally created by neighborhood BMX riders in the 1970s. At that time, the park was owned and managed by King County. Use of the area continued over the years, with users creating and shaping jumps and trails within the ravine area. In 2003, King County transferred Luther Burbank Park to the City of Mercer Island, and in 2006, the City adopted a Master Plan for the entirety of Luther Burbank Park. The bike area was identified in the plan, which indicated that the 'existing bike track would remain' (Luther Burbank Park Master Plan, page 5).

Since 2006, the City has provided oversight of the area, posting rules signage and at times, providing users with jump building materials and tools. City staff have engaged with users of the BSA to establish lines of communication and educate users on appropriate use of the site. Starting in approximately 2016, City staff noted that the bike area was expanding and installed fiberglass markers to demarcate the boundary of the bike park. Use of the area began to increase notably in 2018-2019, and even more with the onset on the COVID-19 pandemic (2020), likely due to the lack of other recreation and sports program offerings.

Over the last several years, increased use and unauthorized expansion of the Bike Skills Area has led to damage to surrounding hillsides and vegetation, the construction of unauthorized off-shoot trails, and jumps that exceed the posted height limits. In 2020 and 2021, the City's Parks Maintenance team visited the site often to post advisory signage, re-install the fiberglass boundary markers and deconstruct large unauthorized jumps. Use of the site continued to increase, compounding the issues, and City staff determined that they could no longer keep up with the maintenance tasks that are vital to protecting



Figure 1. Location of Bike Skills Area within Upper Luther Burbank Park

the surrounding forest and keep the site safe for users. This led the City to temporarily close the Bike Skills Area in October 2021.

Recognizing the need for professional consultation on the Bike Skills Area, the City contracted Action Sports Design, LLC (ASD) in October 2021 to perform a full assessment of the site and make recommendations to improve the operations and safety of the Bike Skills Area while minimizing environmental impacts.

PROJECT OBJECTIVES

The primary goals for this assessment are:

- Determine the condition of the Bike Skills Area
- Identify potential areas of concern with the current layout and operations
- Provide recommendations about the future design and operation of this facility

To meet these objectives, Action Sports Design provided a full assessment of the site, evaluating environmental elements, course layout and use, and circulation around the site. ASD also worked closely with City staff to gather input from park users through social media, a public meeting, and two user surveys.

Recommendations resulting from this assessment are focused on:

- Minimizing the environmental impact of the course on this forested park
- Improving safety both within and around the course
- Reducing site maintenance and management needs
- Clarifying rules for users
- Improving the bike course for users

Safety and sustainability are critical to the long-term success of the Bike Skills Area, and were key elements of ASD's assessment, analysis, and recommended next steps.

SITE ASSESSMENT

ASSESSMENT INFORMATION

On November 10, 2021, Mike McIntyre, Principal with Action Sports Design, visited the Upper Luther Park Bike Skills Area to perform an on-site site assessment of existing conditions. Weather conditions were overcast with a slight drizzle, approximately 55 degrees F, and good visibility throughout the park site lines.

During this on-site assessment, areas evaluated included the flow of the park, how the riders were using the trails, jumps, access to enter the park and potential conflict with pedestrian trail users. In addition, drainage conditions, soil used for construction, vegetation, borrow pits and tree crown locations were assessed.

Aerial photography took place via drone footage, Trail GPS (Gaia) was utilized to map existing trails, all surrounding trails were walked, jump profiles were photographed and reviewed to be utilized for the assessment.

Photography of site conditions and existing concerns were gathered for future diagrams and information to be utilized within the public meeting presentation. Photos were taken at specific angles and locations to be utilized later in the report for design direction and suggested conflict modifications for trail and bike park users. All markers and existing signage were documented during the onsite analysis.

ASD requested a topographic survey of the site showing the grades, trees, and trails to provide an accurate snapshot of current conditions, and for use in defining the limit of work for future renovations. City staff retained True North Surveying to perform this topographic analysis of the site (see Appendix D).

BIKE AREA DESCRIPTION

At the time of this assessment, the Bike Skills Area consisted of approximately 290 linear feet of bike flow trail system with the following elements:

- Session pad: Primary starting point at the top of a flow trail system that descends to a series of jumps along the flow trail.
- Jump line: The series of jumps along the line consists of a tabletop jump, double jump, and tabletop jump. The tabletop jump feeds into the berm.
- Berm/berm return: The semi-circular feature that defines the end of the jump line and the northernmost extent of the bike course. Cyclists use this berm to change direction and gain speed as they enter the return line back to the session pad.
- Return line: Coming out of the berm, the line splits into a return line to the session pad, and a bypass pad/ jump off on the east edge of the bike area. The return line back to the session pad consists of approximately three rollers (small, rounded mounds that allow riders to generate momentum riding uphill).

ASSESSMENT CRITERIA, METHODS AND OBSERVATIONS

Bike Skills Area site components that were reviewed and assessed are as follows:

Soils: The composition of soils used for existing trails, jumps, and profiles were assessed for their ability to maintain angle of repose (stable side slopes that are not prone to slumping), compaction, and appropriate shaping/profiles for bicycle activity. A visual analysis and ribbon test were used to determine sand, silt, clay, and organic matter composition. Soils are higher than recommended in organic matter, likely due to the extraction of soils from embanked slopes and areas around the course. Soil has higher silt and sand content and lacks the necessary high clay content to repel water and hold a stable angle of repose and dirt jump profile.

Drainage: Existing low spots where water was presently collecting indicates that there are no channels or swales that drain the bike area. Some short swales to the sides of the trail do exist but do not extend beyond the boundaries of the bike area. To function as a four-season amenity, the drainage issues at this site must be addressed comprehensively.

Grading: The primary reason for lack of positive drainage on the site is the use of adjacent hillsides as “borrow pits.” Native soil has been pulled from hillsides near the jumps, creating undetermined or vertical embankments which are highly subject to erosion. Soils have also been removed from the ground level adjacent to jumps, creating areas for water to pool and steepening the sides of the jumps beyond a stable angle of repose.

Trees and vegetation: Due to the large amount of “borrow pits” outside of the project limit markers, the soil around tree crowns and vegetation needed for slope stabilization have been removed in several areas. Tree crowns have also been deeply covered and used as retaining structures for soil in some areas.

Circulation: One of the more obvious concerns is the existing trail circulation for both bikers and trail hikers and walkers. The BSA has one primary point of entry, located at the bottom of the course where the pedestrian trail runs alongside the bike area. The slope of the hiking trail down to the bike park is very steep (approximately 21% grade), causing bikes to have to brake and slow down considerably before entry. Entry into the bike area is located at one of the higher velocity points in the course, as riders exit the last jump and enter the turnaround berm.

Shared use of the hiking trail and bike park feeder line is identified as an area of concern, as there is potential here for conflict or collision between bikers and pedestrians. There is a critical need to explore options to alter the point of entry to the BSA, in order to separate users in the park.

Wayfinding: There is currently no wayfinding signage that alerts parks visitors and trail users to the location of or entrance to the Bike Skills Area within Upper Luther Burbank Park. Signage with park maps should be added to the main park entry points and near the bike course to educate pedestrians and bikers about the best routes for their activity.

Signage: The placement of current BSA signage indicates the main point of entry to the course, which has contributed to the pedestrian/ biker conflict zone. Bike area signage should be removed and placed at a newly defined entry for the bike course, in order to separate these trail uses. The existing signage

contains both important and outdated information. Signage should be updated to reflect current rules and user guidelines when the area is re-opened to the public.

Jump line layout: The current jump line layout follows a functional flow from top to bottom, with a decent berm return. However, exiting the berm return, the return line to the top of the course breaks into several lines, none of which are a proper return line to the session pad/flow trail start. The spacing of jumps and angles of features, lips and overall diversity of features was lacking. Having been constructed from softer soils, the lips of the jumps were extremely flat and rolled out. It was clear that BSA users utilized unsuitable soil found on-site adjacent to the features, resulting in substandard elements of the course.

Initial findings from the site analysis identified areas in need of revegetation, angles of repose to be restored to appropriate grade, circulation and trail route concerns, and problems with drainage. Preliminary recommendations were to restore the course to its original profile and address the damage to vegetation while future decisions on the design and operation of the BSA were under consideration. ASD supported the closure of the BSA and fencing of the area in order to preserve and address vegetation while planning for the area was in progress.

ASD advised City staff of preliminary findings from the site assessment, including confirmation of previously acknowledged and newly identified areas of concern. ASD provided these preliminary findings through written report, graphics, and during Zoom format meetings in preparation for the public meeting.

ANALYSIS

Data gathered during the onsite analysis was formulated into a preliminary site analysis, which includes diagrams and maps of the existing bike skills area, illustrate existing conditions, areas of concern, future opportunities, and potential recommendations to the City.

Once the topographic survey was complete, a base map was created of the existing BSA layout using AutoCAD software. Drainage issues at the existing site highlight areas in need of native soil replacement to restore the site to its original grade. The base map also identifies tree crowns of concern, and trail and bike conflict areas within the BSA.

ASD reviewed current points of entry to the park and identified potential conflict areas between where bikers enter and walkers utilize trails. Currently, walkers and bikers share the descending trail to the bottom of the BSA along the ridge. Additionally, the return berm shares an edge with the trail, resulting in riders in close proximity with trail walkers. The descent down the hill to the entrance to the BSA is excessively steep for bike users and walkers alike. Reconfiguring the entrance to the BSA to the top of the area was identified as a possible modification to the park as part of a potential future design.

The site analysis and resulting graphics were used to generate a summary of existing conditions, identify areas of concern, and to offer City staff and community members suggestions on priority actions for site improvements.

PUBLIC ENGAGEMENT

Action Sports Design worked with the City to create opportunities for the public to learn about the BSA assessment, provide comments, and give input into potential improvements to the bike course layout and elements. Each forum for public input is outlined below.

Social Media

Community members were invited to follow the City's social media profiles for updates and visit the "Let's Talk" Bike Skills Area page for details about the work being performed, engagement opportunities, and upcoming events.

Online Survey #1

Three weeks after the closure of the BSA, a survey was launched to gather data from course riders. This survey was open from October 25 to November 4, 2021 and received a total of 95 responses. The survey generated a great deal of information about current Bike Skills Area users and their opinion on the current site. Some survey highlights includes:

- 93% of respondents use mountain bikes at the BSA.
- 81% of respondents travel to the park via bicycle.
- Most respondents were interested in the development of more mountain bike specific jumps and a better return line to the top of the course.
- 75% of respondents reported that they also ride at off-island facilities

Full survey results can be found in Appendix A, including specific responses about elements of the bike park that are most liked and disliked by riders.

Public Meeting

On November 15, 2021, the City of Mercer Island and Action Sports Design conducted a virtual public meeting to present information about the project status, assessment process, initial findings, preliminary recommendations, and next steps. The meeting was attended by 67 members of the public, in addition to City Councilmembers and several members of the City's boards and commissions. Participants were asked to provide input via poll questions and given the opportunity to ask questions of the presenters. The full slide presentation can be found in Appendix B.

Online Survey #2:

A second online rider survey was launched December 14th and received 27 responses. This survey focused on specific elements that BSA users would like to see incorporated into a conceptual design for the bike course. 48% of respondents characterized themselves as intermediate skilled riders, while 22% and 29% classified themselves as beginner and advanced riders, respectively. Survey responses showed that tabletops are the most desirable jump profile, followed by step-up jumps and doubles. Most respondents indicated that they were most interested in seeing a wall ride skill element, and secondarily, a roller skill element. All respondents indicated that they ride mountain bikes at the BSA. Full survey results can be found in Appendix C.

RECOMMENDATIONS

Following the site assessment and public input forums, Action Sports Design compiled all site information, survey responses, and public comment to formulate recommendations for the City. These recommendations are based on the original goals of making the site sustainable for the long term, prioritizing safety, minimizing impacts on the ecological health of Upper Luther Burbank Park, and creating a stimulating and useful bike course for Island youth.

The first and most time sensitive recommendation was the redistribution of soil from existing jumps to stabilize undermined hillsides, and provide a planting medium for native shrub installation immediately adjacent to the course. In addition, ASD recommended that soil around tree bases be regraded to more closely meet the natural soil level, in order to prevent root exposure or trunk decay. The City completed this work in January 2022, in preparation for a February volunteer planting event. The City also performed assessments of all trees in the immediate vicinity, and consequently removed four big leaf maples that were dead or in severe decline.

Action Sports Design recommends that the City consider the following if this site is to be renovated for future bike course use:

- Construction of drainage system, flow lines and jumps, as outlined in the Conceptual Design should be professionally designed & maintained in their designed form. See Appendix for the full design, including drainage, signage and limit of work.
- Graphics of the bike course layout, features, direction of flow, flow line skill levels, and drainage line locations should be posted at the site.
- The renovated Bike Skills Area should remain within the recommended footprint of the Conceptual Design.
- Provide revegetation to the regraded site to establish roots and prevent future erosion.
- Create new bike park entry access path that terminates at the session pad (south end of the course). See Appendix E for suggested trail location.
- Eliminate access to the bike park from the bottom of the pedestrian trail to avoid user conflicts and safety issues.
- Install guard railing / fencing system along northwest edge of the bike course to separate pedestrian trail from the course. See Appendix E for location of suggested fencing.
- Add robust drainage system to the entire course, in order to eliminate water pooling and muddy conditions. This will extend the life of the course and allow users to ride during the winter months. See Appendix F for a preliminary design of this drainage system.
- Install new rules signage in several locations within the bike course. See Appendix G for recommended sign text.

CONCEPTUAL DESIGN

The conceptual design for the Upper Luther Burbank Bike Skills Area was developed through a process of site analysis, public input defining user types, validation and selection of elements, circulation studies, and opportunities to repair and enhance the existing vegetation.

ASD worked through defining the limits of park development based on slope, vegetation, drainage, pedestrian and bicycle circulation. Signage locations and park points of entry and return were reviewed, analyzed and conceptually designed. Once the overall limits and circulation were defined, ASD integrated the jump profile preferred by the majority of riders surveyed, to create a progressive flow meeting the needs and preferences of the BSA rider community.

The Conceptual Design implemented a new point of entry and signage location for the BSA, placing the riders at the top of the flow trail on a session pad. The central flow line has a tabletop, roller to double jump before splitting into a decision maker. On the left flow line is a tabletop and roller before the berm return. On the right flow line is a larger step-up jump, transitioning into a roller before the berm to the return line. Once the rider turns right on the berm, they hit a series of rollers on the return line which allow them to pump to the top without pedaling. All outer lines and inner trail lines have a designed drainage system to prevent the low parts of the course from collecting standing water.

ESTIMATE OF PROBABLE COST

Based on the conceptual design and drainage plan, Action Sports Design has determined that construction of the project is likely to cost approximately \$232,441. Figure 2 (below) shows projected costs of each element of the design, including additional site revegetation.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
02300 EARTHWORK					
	Grading-Site Preparation	8,450	s.f.	\$ 10.75	\$ 90,837.50
	Import Fill-Clay mix material (70% clay/ 30% sand/ silt)-flow lines surface	97	c.y.	\$ 52.00	\$ 5,044.00
	Import Fill-Clay mix material (70% clay/ 30% sand/ silt)-jumps/ features	90	c.y.	\$ 78.00	\$ 7,020.00
02600 STORM DRAINAGE					
	Drain Inlets-12"	21	ea.	\$ 450.00	\$ 9,450.00
	Drain Line-10" HDPE (french drain)	846	l.f.	\$ 65.00	\$ 54,990.00
	Main Drainline & outlet-Allowance	100	l.f.	\$ 85.00	\$ 8,500.00
	Storm Drain Junction Box-18" Cleanout	4	ea.	\$ 450.00	\$ 1,800.00
02820 FENCING AND RAILINGS					
	4'-0" Vinyl Coated Chain Link Fencing-Green	80	l.f.	\$ 110.00	\$ 8,800.00
028900 PLANTING					
	Revegetation	6,200	s.f.	\$ 3.75	\$ 23,250.00
02870 SITE FURNISHINGS					
	Skills feature Manufactured-Roller	1	e.a.	\$ 8,750.00	\$ 8,750.00
02890 SIGNAGE					
	Rules and Regulations Signage	3	e.a.	\$ 2,800.00	\$ 8,400.00
	Track Flow Line Markers limit of work	16	e.a.	\$ 350.00	\$ 5,600.00
ESTIMATE OF PROBABLE CONSTRUCTION COST					\$ 232,441.50

Figure 2. Estimate of Probably Construction Cost worksheet

CONCLUSION

The Upper Luther Burbank Park Bike Skills Area is a significant asset to the community of Mercer Island, serving a need for diverse recreation opportunities for Island youth and teens. Over the years, and particularly during the COVID pandemic, use of the bike area has increased. Unfortunately, this increased interest has led to expansion of the site, which has negatively impacted the surrounding slopes and native forest.

Upon final evaluation of the site, working with the community through a project site analysis and concept design, ASD feels the Bike Skills Area can continue, be environmentally sensitive, provide the design elements the community desires

Several design pages attached in the appendices demonstrate and exhibit the space allocation limit of development, flow lines desired, jumps and skills elements requested and professional drainage concept.

It is recommended that the Bike Skills Area be designed and constructed by a professional and that screened and properly mixed clay import is used for construction. Design will need to incorporate public feedback regarding the skill elements and will need to incorporate drainage improvements for a four-season facility. Wayfinding signage will also be needed.

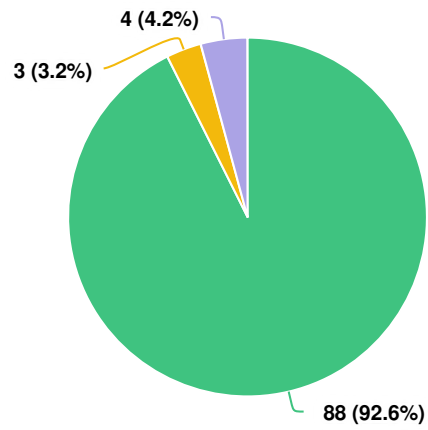
In conclusion, the Bike Skills Area can coexist within Upper Luther Burbank Park with a professionally designed course including elements driven by the community.

APPENDICES



- A - Online Survey #1 Responses
- B - Public Meeting Presentation
- C - Online Survey #2 Responses
- D - Topographic Survey
- E - Conceptual Design
- F - Drainage System Design
- G - Proposed Rules Sign

Q1 What type of bike do you typically ride at the bike park?

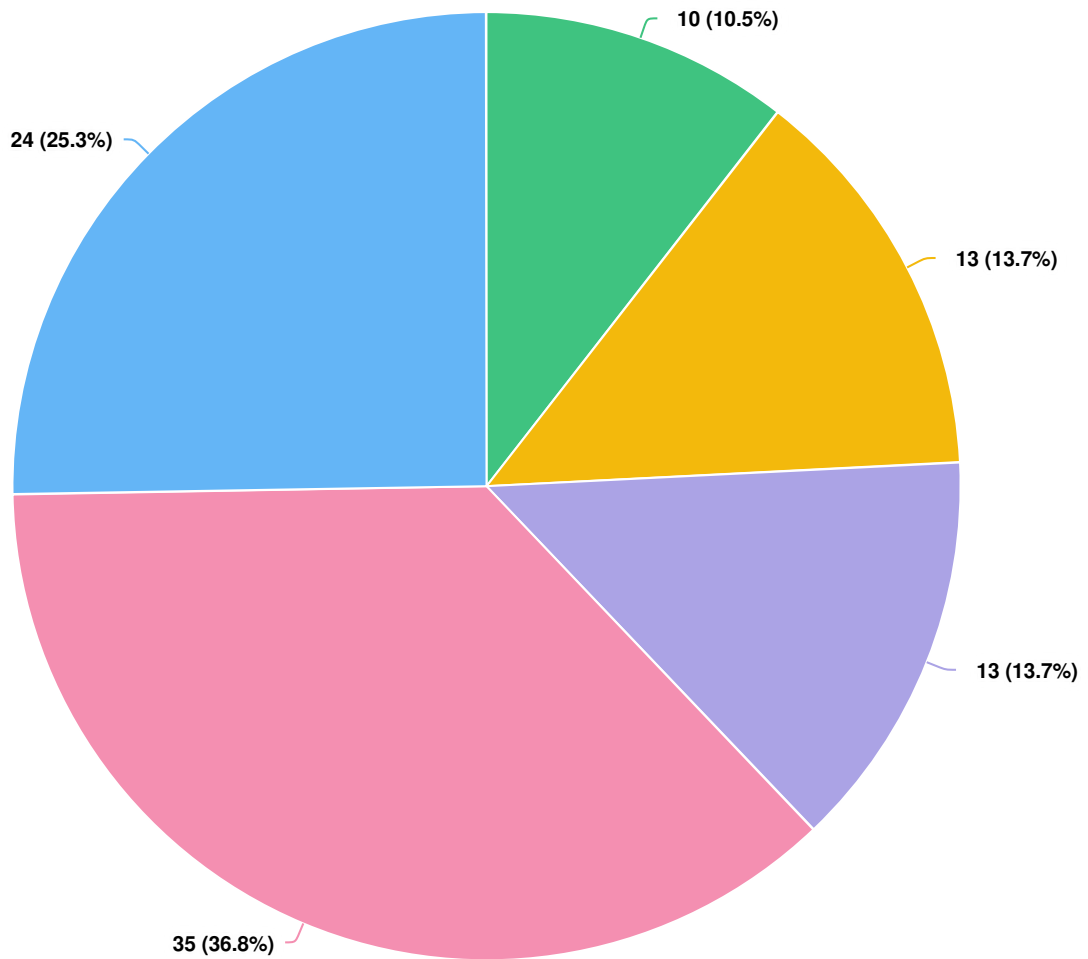


Question options

- Mountain bike
- BMX bike
- Other (please describe)

Mandatory Question (95 response(s))
Question type: Radio Button Question

Q2 How often do you ride the bike park?

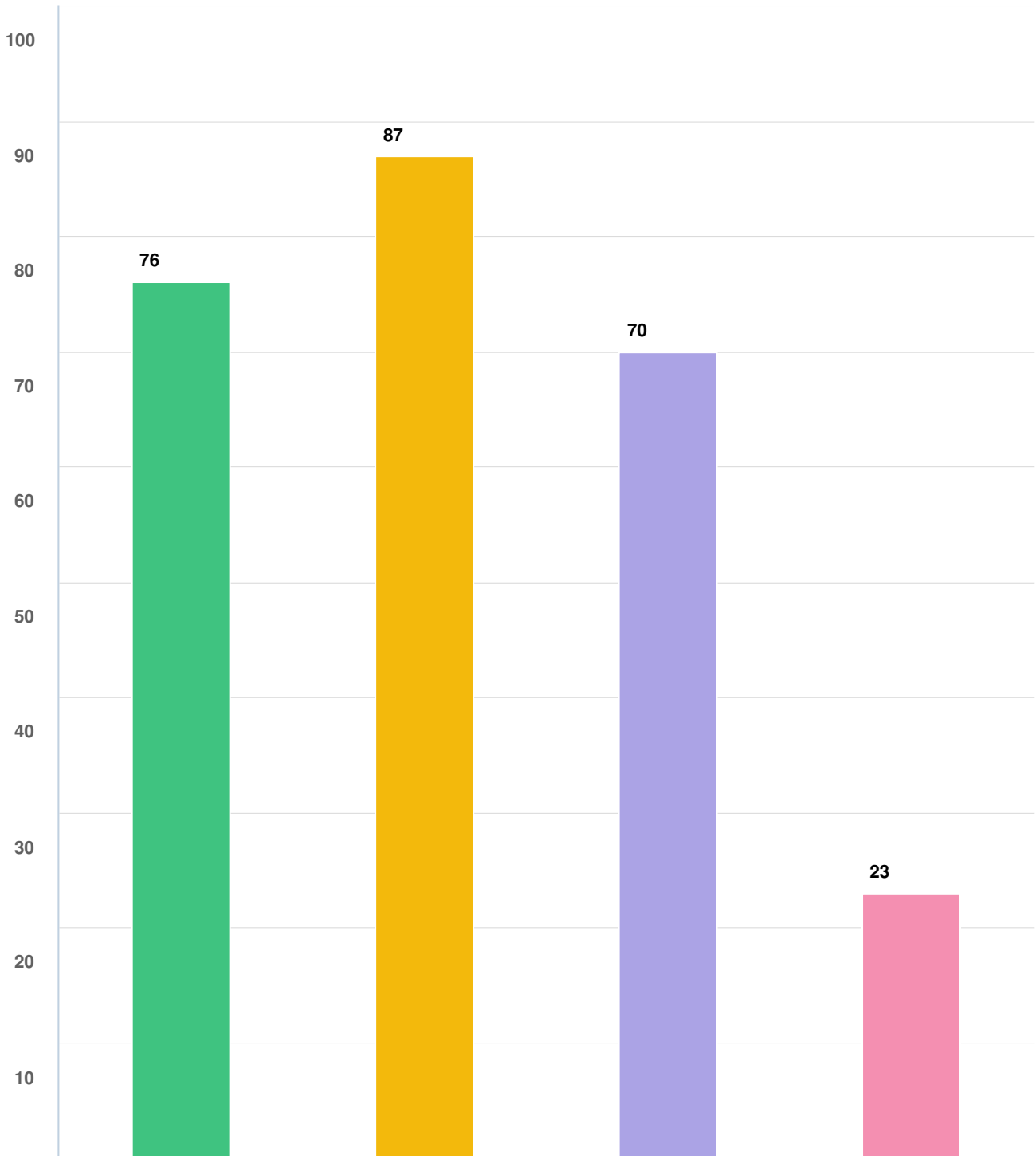


Question options

- Daily
- Once a week
- Few times a week
- Few times a month
- Few times a year

Mandatory Question (95 response(s))
Question type: Radio Button Question

Q3 In which season(s) do you spend the most time at the bike park? Choose all that apply

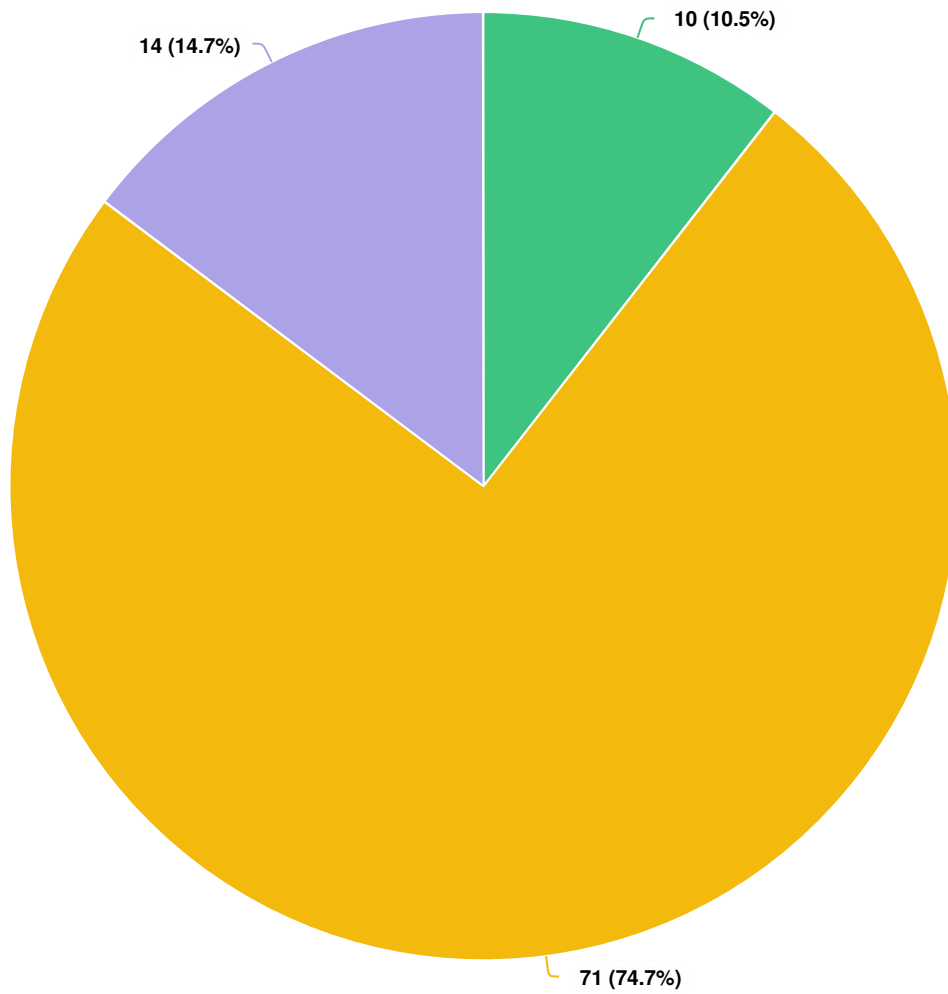


Question options

- Spring
- Summer
- Fall
- Winter

Mandatory Question (95 response(s))
Question type: Checkbox Question

Q4 What time of day do you typically ride the bike park?

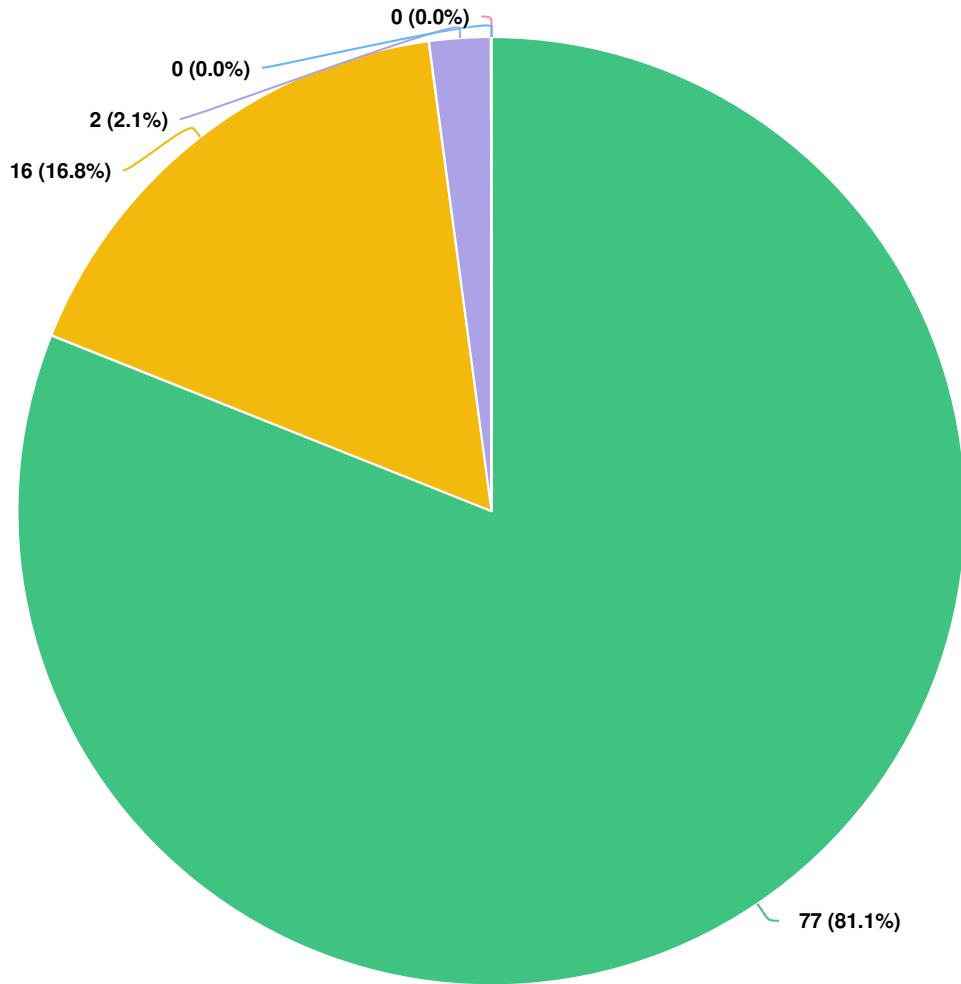


Question options

- Morning
- Afternoon
- Evening

Mandatory Question (95 response(s))
Question type: Radio Button Question

Q5 How do you typically get to the bike park?

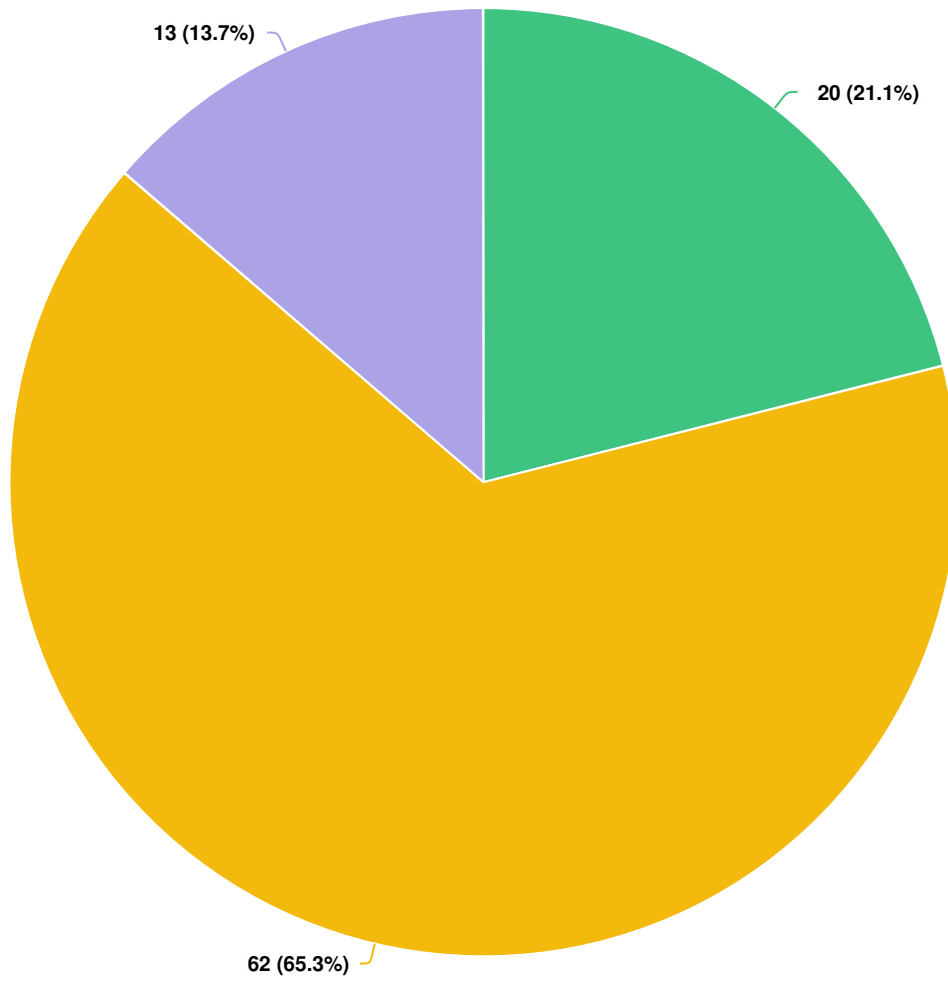


Question options

- Bike
- Car - park on street
- Car - drop off
- Bus
- Other

Mandatory Question (95 response(s))
Question type: Radio Button Question

Q6 When you ride the park, how many people do you usually see there (including yourself)?



Question options

- Just yourself
- 2-5 people
- 5-10 people

*Mandatory Question (95 response(s))
Question type: Radio Button Question*

Q7 What features do you like about the current bike park?

Screen Name Redacted

10/25/2021 04:59 PM

.

Screen Name Redacted

10/25/2021 05:00 PM

All features are rollable and safe if I don't commit.

Screen Name Redacted

10/25/2021 05:08 PM

Everything except for the flow line

Screen Name Redacted

10/25/2021 05:40 PM

Jump lines

Screen Name Redacted

10/25/2021 05:43 PM

Jumps

Screen Name Redacted

10/25/2021 05:43 PM

Jumps and drops

Screen Name Redacted

10/25/2021 05:45 PM

the berm is really nice and the trick jump is nice.

Screen Name Redacted

10/25/2021 05:49 PM

terrain features

Screen Name Redacted

10/25/2021 05:51 PM

Lot's of different features.

Screen Name Redacted

10/25/2021 05:59 PM

That it is on island and I can bike to it. The jumps are good.

Screen Name Redacted

10/25/2021 06:02 PM

The jumps are fun for practicing and I like that I can bike to it.

Screen Name Redacted

10/25/2021 06:26 PM

It's the perfect difficulty for me to practice and improve my skills of biking

Screen Name Redacted

I like the size of the jumps, not too big and not too small

10/25/2021 06:28 PM

Screen Name Redacted

The ability to change what I dont like and work together with other members of the community to improve it.

10/25/2021 06:51 PM

Screen Name Redacted

I like the big table tops and safe jumps. It flows well and is safe and fun.

10/25/2021 06:51 PM

Screen Name Redacted

I like the smaller features off the sides of the main line because they are unique.

10/25/2021 07:13 PM

Screen Name Redacted

convenience

10/25/2021 07:32 PM

Screen Name Redacted

Fun jumps and good atmosphere

10/25/2021 07:35 PM

Screen Name Redacted

The jumps.

10/25/2021 07:38 PM

Screen Name Redacted

Accessibility, community involvement

10/25/2021 07:47 PM

Screen Name Redacted

All of them

10/25/2021 07:54 PM

Screen Name Redacted

Area that I can mountain bike on MI

10/25/2021 08:15 PM

Screen Name Redacted

Jumps

10/25/2021 08:16 PM

Screen Name Redacted

The progressive jumps and the ability to make new features

10/25/2021 08:18 PM

Screen Name Redacted

How it is buit by the community. And the style of the current jumps

10/25/2021 08:18 PM

Screen Name Redacted

Close to home.

10/25/2021 08:30 PM

<p>Screen Name Redacted 10/25/2021 08:31 PM</p>	<p>I love the big jumps.</p>
<p>Screen Name Redacted 10/25/2021 08:44 PM</p>	<p>You can make it what you want. All skill levels</p>
<p>Screen Name Redacted 10/25/2021 09:20 PM</p>	<p>non-dangerous jumps. The rules that were already posted about jumps were great and kept the park safe ... some expert riders seemed to reshape jumps in ways that didn't fit the rules posted.</p>
<p>Screen Name Redacted 10/25/2021 09:38 PM</p>	<p>The center line run from the top to the 180 degree berm</p>
<p>Screen Name Redacted 10/25/2021 09:43 PM</p>	<p>The table tops</p>
<p>Screen Name Redacted 10/25/2021 09:46 PM</p>	<p>Big jump into the bowl or the first jump from the main line</p>
<p>Screen Name Redacted 10/25/2021 09:56 PM</p>	<p>Love the jumps</p>
<p>Screen Name Redacted 10/25/2021 10:16 PM</p>	<p>The hole trail</p>
<p>Screen Name Redacted 10/25/2021 10:18 PM</p>	<p>The variety of levels.</p>
<p>Screen Name Redacted 10/26/2021 12:22 AM</p>	<p>I enjoy the various sizes of jumps and the fact that they are tabletops, meaning that if I don't clear them fully, I can still roll across them as opposed to falling into a gap.</p>
<p>Screen Name Redacted 10/26/2021 07:09 AM</p>	<p>I like pretty much everything about the bike park. I love this park. I first discovered it when I went on a bike ride with some friends. It's a great community of kids and we all help eachother.</p>
<p>Screen Name Redacted 10/26/2021 07:42 AM</p>	<p>It's great the way it is, I like that it's available to multiple skill levels</p>
<p>Screen Name Redacted</p>	<p>Accessibility</p>

10/26/2021 08:22 AM

Screen Name Redacted That there is a bike park on MI

10/26/2021 08:29 AM

Screen Name Redacted Many different levels of jumps

10/26/2021 09:47 AM

Screen Name Redacted jumps

10/26/2021 09:54 AM

Screen Name Redacted Proximity to my workplace, great family activity for my kids

10/26/2021 10:25 AM

Screen Name Redacted smaller bumps and banked tracks

10/26/2021 11:31 AM

Screen Name Redacted The smooth jumps, with good transitions. Progressive jumps. That the community maintains it. Convenient place to meet friends and practice riding.

10/26/2021 11:39 AM

Screen Name Redacted community

10/26/2021 12:26 PM

Screen Name Redacted The main jumps in the middle.

10/26/2021 05:17 PM

Screen Name Redacted It is fun

10/26/2021 04:55 PM

Screen Name Redacted Jumps

10/26/2021 05:39 PM

Screen Name Redacted jump line

10/26/2021 07:49 PM

Screen Name Redacted The trail guidance and obstacles provide great skill building for the sport

10/26/2021 09:29 PM

Screen Name Redacted Variety of jump lines and the friendly attitude of the people using it.

10/26/2021 09:30 PM

The birm and varied height jumps also make for a well rounded

space.

Screen Name Redacted

10/27/2021 03:55 PM

The simplicity and quick access to the top so I can do lots of reps for practice

Screen Name Redacted

10/27/2021 06:32 PM

Natural feeling with options for most skill levels

Screen Name Redacted

10/27/2021 07:16 PM

Ability to practice bmx and mountain biking

Screen Name Redacted

10/27/2021 08:22 PM

Location and just the rollers

Screen Name Redacted

10/27/2021 08:41 PM

Just learned about it

Screen Name Redacted

10/27/2021 10:14 PM

It is on the island

Screen Name Redacted

10/28/2021 07:17 AM

Answering this survey for my 7 yr old son. We just love that this park exists on the island at all! And as my son gets older, we know for a fact that he'll use the park!

Screen Name Redacted

10/28/2021 07:18 AM

I like the big blue step up line

Screen Name Redacted

10/28/2021 07:36 AM

Something for everyone. Varied jumps. Trails were cool though I know they were out of boundaries.

Screen Name Redacted

10/28/2021 09:00 AM

I haven't been able to go recently but saw a video and it all looked good. In general, anything that does not require clearing a gap is good.

Screen Name Redacted

10/28/2021 10:02 AM

Ease of access

Screen Name Redacted

10/28/2021 12:29 PM

I like the main line. The whole park is good

<p>Screen Name Redacted 10/28/2021 01:57 PM</p>	<p>the smaller jumps mostly and bumps around the edge. We like to go when noone is there so we can explore without pressure</p>
<p>Screen Name Redacted 10/28/2021 02:14 PM</p>	<p>It gives kids the opportunity to build, fail, and learn.</p>
<p>Screen Name Redacted 10/28/2021 03:37 PM</p>	<p>I practice cyclocross skills</p>
<p>Screen Name Redacted 10/28/2021 04:03 PM</p>	<p>Everything</p>
<p>Screen Name Redacted 10/28/2021 09:06 PM</p>	<p>It's a great park for my kids ages 3 and 12. They both enjoy the ramps and we feel very safe there to ride our bikes in the forest.</p>
<p>Screen Name Redacted 10/28/2021 10:55 PM</p>	<p>Banked turns and jumps</p>
<p>Screen Name Redacted 10/29/2021 06:13 AM</p>	<p>Community for kids and new riders</p>
<p>Screen Name Redacted 10/29/2021 02:08 PM</p>	<p>I like the jumps and enjoy them ALOT</p>
<p>Screen Name Redacted 10/29/2021 02:42 PM</p>	<p>Accessible</p>
<p>Screen Name Redacted 10/29/2021 03:16 PM</p>	<p>Jumps</p>
<p>Screen Name Redacted 10/29/2021 05:02 PM</p>	<p>X</p>
<p>Screen Name Redacted 10/30/2021 12:18 PM</p>	<p>The jumps at Snake Hill are very well built and are great for progressing my skills.</p>
<p>Screen Name Redacted 10/30/2021 12:21 PM</p>	<p>I like the berms and other features that makes riding smooth and very "flowy"</p>

<p>Screen Name Redacted 10/31/2021 05:33 PM</p>	<p>Jumps</p>
<p>Screen Name Redacted 11/01/2021 11:41 AM</p>	<p>Fun hills</p>
<p>Screen Name Redacted 11/01/2021 04:27 PM</p>	<p>Jumps and Bermed Corner at the end.</p>
<p>Screen Name Redacted 11/01/2021 05:17 PM</p>	<p>The slopes are so fun!</p>
<p>Screen Name Redacted 11/01/2021 06:02 PM</p>	<p>like the jumps and the ramps and the banked circle at the bottom</p>
<p>Screen Name Redacted 11/01/2021 08:48 PM</p>	<p>Jumps</p>
<p>Screen Name Redacted 11/01/2021 09:34 PM</p>	<p>The jumps</p>
<p>Screen Name Redacted 11/03/2021 11:59 AM</p>	<p>test</p>
<p>Screen Name Redacted 11/04/2021 03:57 PM</p>	<p>its accessible and local</p>
<p>Screen Name Redacted 11/04/2021 04:19 PM</p>	<p>The jumps and the option to build jumps</p>
<p>Screen Name Redacted 11/04/2021 04:31 PM</p>	<p>Jump runs for the kids</p>
<p>Screen Name Redacted 11/04/2021 04:33 PM</p>	<p>It's a place I can hang out with friends outside exercise.</p>
<p>Screen Name Redacted 11/04/2021 04:49 PM</p>	<p>I am practicing jumping techniques to be a better trail rider in the local mountains</p>
<p>Screen Name Redacted 11/04/2021 05:08 PM</p>	<p>There are a couple of trail runs with fun jumps. It has helped me become a better mountain biker while getting exercise and seeing</p>

friends.

Screen Name Redacted

11/04/2021 05:42 PM

modifiable jumps and lines, independent, creative work

Screen Name Redacted

11/04/2021 07:38 PM

different from other places on mercer island, can try different things

Screen Name Redacted

11/04/2021 08:05 PM

Mountain bike features

Screen Name Redacted

11/05/2021 10:04 AM

The jumps we make

Mandatory Question (95 response(s))

Question type: Single Line Question

Q8 What elements of the current jump lines do you not like?

Screen Name Redacted

10/25/2021 04:59 PM

.

Screen Name Redacted

10/25/2021 05:00 PM

Lack of a dedicated walk up line puts you in harms way of other riders. Also seems it would make sense to have a path to get to the top from the road vs. going down the shared path on a steep hill.

Screen Name Redacted

10/25/2021 05:08 PM

Flow line but it would be good if it stayed

Screen Name Redacted

10/25/2021 05:40 PM

Wish they could be longer

Screen Name Redacted

10/25/2021 05:43 PM

Not enough

Screen Name Redacted

10/25/2021 05:43 PM

No strong opinion here

Screen Name Redacted

10/25/2021 05:45 PM

walking up the jump trail instead of a having a biking back up path

<p>Screen Name Redacted 10/25/2021 05:49 PM</p>	<p>poorly designed landing areas</p>
<p>Screen Name Redacted 10/25/2021 05:51 PM</p>	<p>No organized routes graded by ability allowing you to know which route to stay on and which ones you would be capable of doing.</p>
<p>Screen Name Redacted 10/25/2021 05:59 PM</p>	<p>I'm really just happy that we have jumps on the island.</p>
<p>Screen Name Redacted 10/25/2021 06:02 PM</p>	<p>nothing really</p>
<p>Screen Name Redacted 10/25/2021 06:26 PM</p>	<p>None they are perfect</p>
<p>Screen Name Redacted 10/25/2021 06:28 PM</p>	<p>They are perfect as they are</p>
<p>Screen Name Redacted 10/25/2021 06:51 PM</p>	<p>At the middle of the main line there isn't a lot of variety on where you can go.</p>
<p>Screen Name Redacted 10/25/2021 06:51 PM</p>	<p>We need more of a verity of jumps, larger and smaller jumps. We need trick jumps, jumps that are tall with a landing higher than the take off.</p>
<p>Screen Name Redacted 10/25/2021 07:13 PM</p>	<p>The small area at the top of the main jump line. It is way too small for more than 4 people at once.</p>
<p>Screen Name Redacted 10/25/2021 07:32 PM</p>	<p>more symmetrical take-off/landing angles; clean lip edge</p>
<p>Screen Name Redacted 10/25/2021 07:35 PM</p>	<p>Lack of rules or regulations</p>
<p>Screen Name Redacted 10/25/2021 07:38 PM</p>	<p>N/A</p>
<p>Screen Name Redacted 10/25/2021 07:47 PM</p>	<p>nasty neighbors</p>

Screen Name Redacted 10/25/2021 07:54 PM	None
Screen Name Redacted 10/25/2021 08:15 PM	Wish the jumps would be reopened and we had more freedom to design the jumps
Screen Name Redacted 10/25/2021 08:16 PM	Dust
Screen Name Redacted 10/25/2021 08:18 PM	It's hard to practice and get better at biking with only one jump line
Screen Name Redacted 10/25/2021 08:18 PM	Nothing, for the space that is there thats the most they can do
Screen Name Redacted 10/25/2021 08:30 PM	Mellow jumps
Screen Name Redacted 10/25/2021 08:31 PM	I don't like the big hill to the left.
Screen Name Redacted 10/25/2021 08:44 PM	Many jumps aren't great for beginners
Screen Name Redacted 10/25/2021 09:20 PM	jumps that undermined the mature trees root system. Trees are important and add to the overall ambiance and fun of the bike park. Please don't remove trees!
Screen Name Redacted 10/25/2021 09:38 PM	none
Screen Name Redacted 10/25/2021 09:43 PM	I'm a beginner - some are to big for me
Screen Name Redacted 10/25/2021 09:46 PM	quality of the dirt / sand
Screen Name Redacted 10/25/2021 09:56 PM	Its all great

Screen Name Redacted 10/25/2021 10:16 PM	None
Screen Name Redacted 10/25/2021 10:18 PM	None
Screen Name Redacted 10/26/2021 12:22 AM	Blackberry bushes surround the lines and sometimes reaches into the air above the jump path. This prevalent in the line with the rollers.
Screen Name Redacted 10/26/2021 07:09 AM	There is nothing there that I don't like.
Screen Name Redacted 10/26/2021 07:42 AM	Short!
Screen Name Redacted 10/26/2021 08:22 AM	NA
Screen Name Redacted 10/26/2021 08:29 AM	More and Better Need more Blue level jumps for MTB riders.
Screen Name Redacted 10/26/2021 09:47 AM	Too small
Screen Name Redacted 10/26/2021 09:54 AM	too small. no trails.
Screen Name Redacted 10/26/2021 10:25 AM	Too small! Bikes are a large and growing part of the culture here, we need to dedicate more resources to it.
Screen Name Redacted 10/26/2021 11:31 AM	Large jumps. Downhill sled ride.
Screen Name Redacted 10/26/2021 11:39 AM	Limited size. Dangerous and ugly boundary markers
Screen Name Redacted 10/26/2021 12:26 PM	nothing
Screen Name Redacted	The ant hill jump to the right side of the main jump line by a tree. It's

10/26/2021 05:17 PM	really sandy and out of shape.
Screen Name Redacted 10/26/2021 04:55 PM	Nothing
Screen Name Redacted 10/26/2021 05:39 PM	.
Screen Name Redacted 10/26/2021 07:49 PM	flow
Screen Name Redacted 10/26/2021 09:29 PM	There's nothing specific that I don't like
Screen Name Redacted 10/26/2021 09:30 PM	They are mostly table tops. I would like to see some gap jumps too.
Screen Name Redacted 10/27/2021 03:55 PM	Second jump not a flat table, but I don't care that much because most people like it
Screen Name Redacted 10/27/2021 06:32 PM	Limited area could be bigger
Screen Name Redacted 10/27/2021 07:16 PM	Different levels from novice to expert
Screen Name Redacted 10/27/2021 08:22 PM	Don't do big jumps
Screen Name Redacted 10/27/2021 08:41 PM	Just learned about it
Screen Name Redacted 10/27/2021 10:14 PM	N/a
Screen Name Redacted 10/28/2021 07:17 AM	None
Screen Name Redacted 10/28/2021 07:18 AM	8. The first jumps lip is to poppy so then you can't get enough speed for the second jump; there are a couple of breaking bumps that could be filled in

<p>Screen Name Redacted 10/28/2021 07:36 AM</p>	<p>Not much space for return to top. Conditions vary wildly.</p>
<p>Screen Name Redacted 10/28/2021 09:00 AM</p>	<p>gaps</p>
<p>Screen Name Redacted 10/28/2021 10:02 AM</p>	<p>Not wide enough</p>
<p>Screen Name Redacted 10/28/2021 12:29 PM</p>	<p>I like everything except there needs to be more space for more jumps</p>
<p>Screen Name Redacted 10/28/2021 01:57 PM</p>	<p>Some are way too big for anyone in my family</p>
<p>Screen Name Redacted 10/28/2021 02:14 PM</p>	<p>Too rough for younger kids, but I think it is great the teens can experiment.</p>
<p>Screen Name Redacted 10/28/2021 03:37 PM</p>	<p>no comment</p>
<p>Screen Name Redacted 10/28/2021 04:03 PM</p>	<p>Everything</p>
<p>Screen Name Redacted 10/28/2021 09:06 PM</p>	<p>We like the jumps the way they are</p>
<p>Screen Name Redacted 10/28/2021 10:55 PM</p>	<p>It's too small. Expand it!</p>
<p>Screen Name Redacted 10/29/2021 06:13 AM</p>	<p>All levels of skill should be included</p>
<p>Screen Name Redacted 10/29/2021 02:08 PM</p>	<p>Would like to see more jumps and features</p>
<p>Screen Name Redacted 10/29/2021 02:42 PM</p>	<p>Nothing it's great</p>

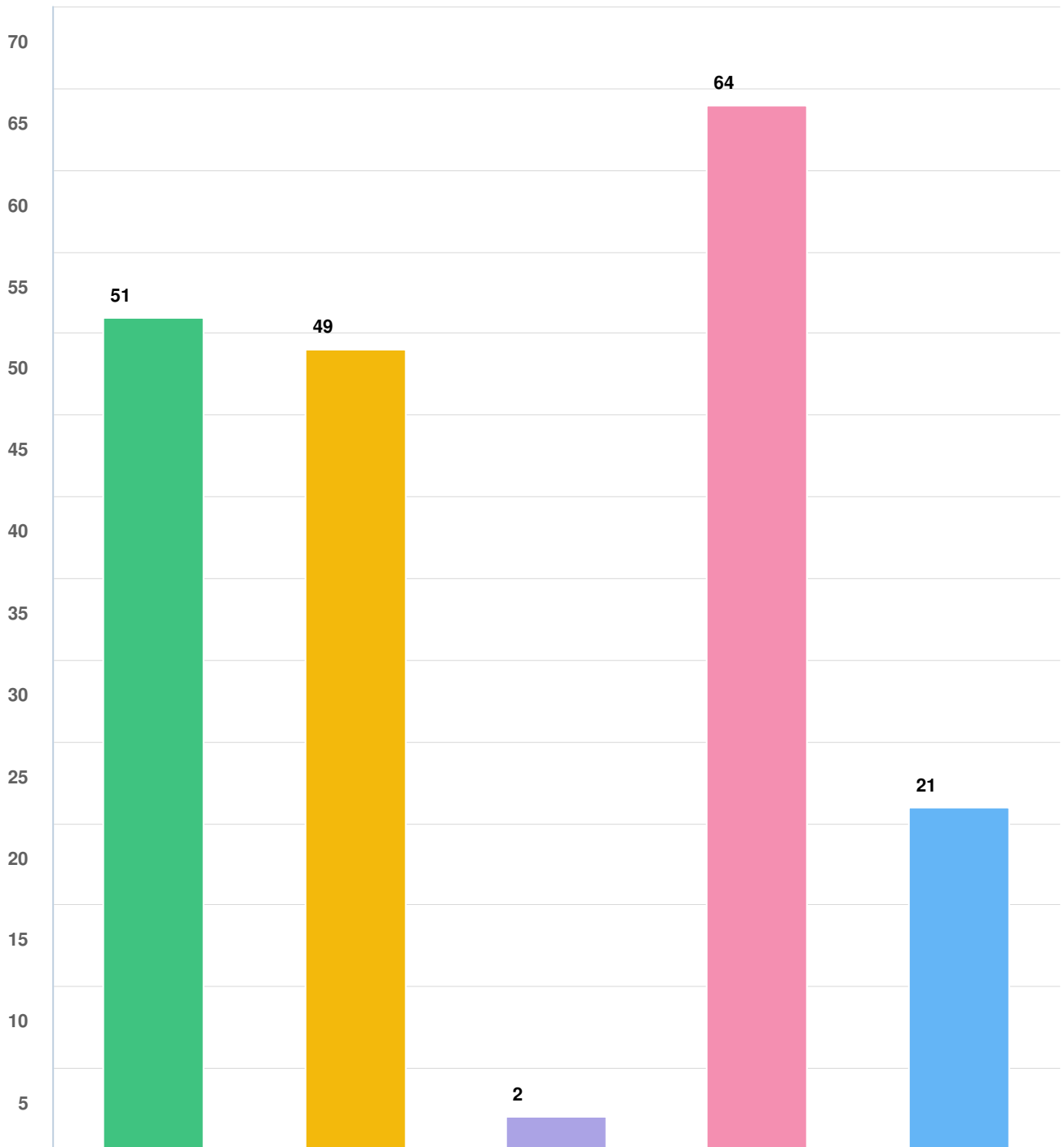
Screen Name Redacted 10/29/2021 03:16 PM	Too big for younger and beginning riders
Screen Name Redacted 10/29/2021 05:02 PM	X
Screen Name Redacted 10/30/2021 12:18 PM	The only problem is that there are thorns on the far right or the trail. Other than that, nothing.
Screen Name Redacted 10/30/2021 12:21 PM	nothing I love them
Screen Name Redacted 10/31/2021 05:33 PM	Would like to see a smaller line
Screen Name Redacted 11/01/2021 11:41 AM	Wish there was a separate return path to the top
Screen Name Redacted 11/01/2021 04:27 PM	The return line to the top could be better positioned
Screen Name Redacted 11/01/2021 05:17 PM	I can't think of anything except I don't like that the park is currently closed.
Screen Name Redacted 11/01/2021 06:02 PM	some of the jumps are a little tall/steep. Some of the dips are a little low and can gather puddles
Screen Name Redacted 11/01/2021 08:48 PM	People who say bikes arent allowed in the park
Screen Name Redacted 11/01/2021 09:34 PM	None
Screen Name Redacted 11/03/2021 11:59 AM	test
Screen Name Redacted 11/04/2021 03:57 PM	it is not challenging enough, it does not accelerate as one improves, there is nothing to work towards, the jumps are not challenging enough

Screen Name Redacted <small>11/04/2021 04:19 PM</small>	none
Screen Name Redacted <small>11/04/2021 04:31 PM</small>	not a lot of options for beginners
Screen Name Redacted <small>11/04/2021 04:33 PM</small>	not sure
Screen Name Redacted <small>11/04/2021 04:49 PM</small>	It would be nice if there were more options
Screen Name Redacted <small>11/04/2021 05:08 PM</small>	None.
Screen Name Redacted <small>11/04/2021 05:42 PM</small>	some are too big to use for my skill
Screen Name Redacted <small>11/04/2021 07:38 PM</small>	i like that we have it; would like to see different things though
Screen Name Redacted <small>11/04/2021 08:05 PM</small>	None
Screen Name Redacted <small>11/05/2021 10:04 AM</small>	Na

Mandatory Question (95 response(s))

Question type: Single Line Question

Q9 If new jump lines/features were added, what would you like to see considered? Choose all that apply

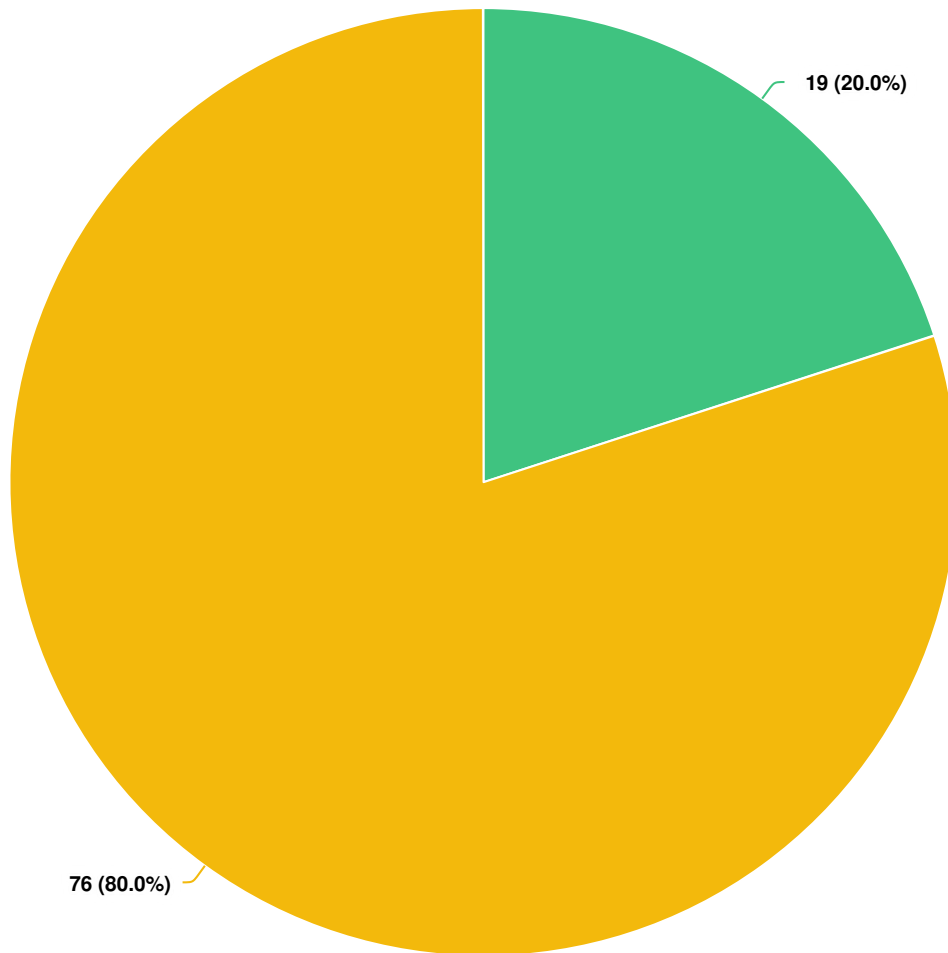


Question options

- More jump lines
- Better return line to top
- More BMX specific jumps
- More mountain bike specific jumps
- Other - please describe:

Mandatory Question (95 response(s))
 Question type: Checkbox Question

Q10 Are you involved with the jump shaping/building efforts at the current bike park?

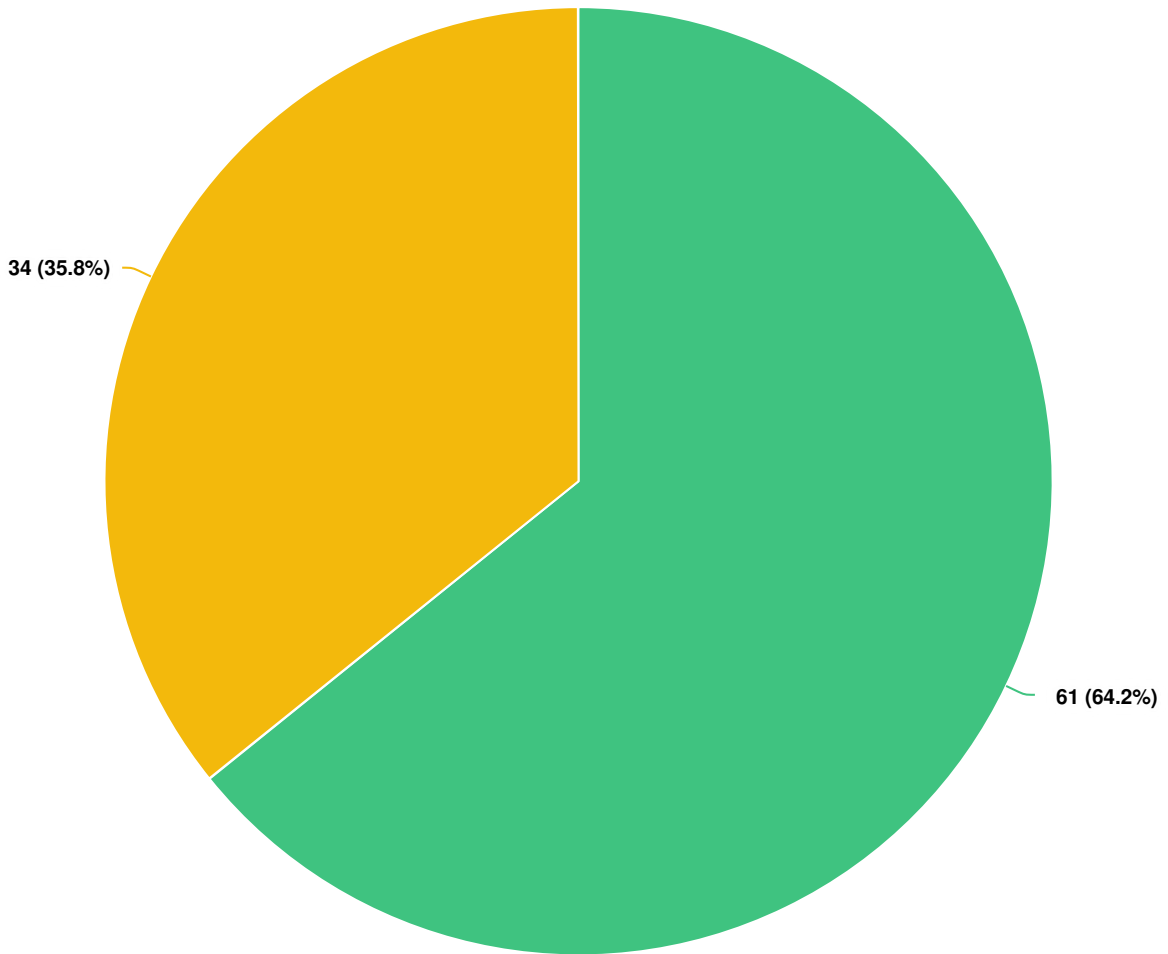


Question options

- Yes
- No

*Mandatory Question (95 response(s))
Question type: Radio Button Question*

Q11 | If new jump lines were designed, would you be interested in assisting with the initial build process?

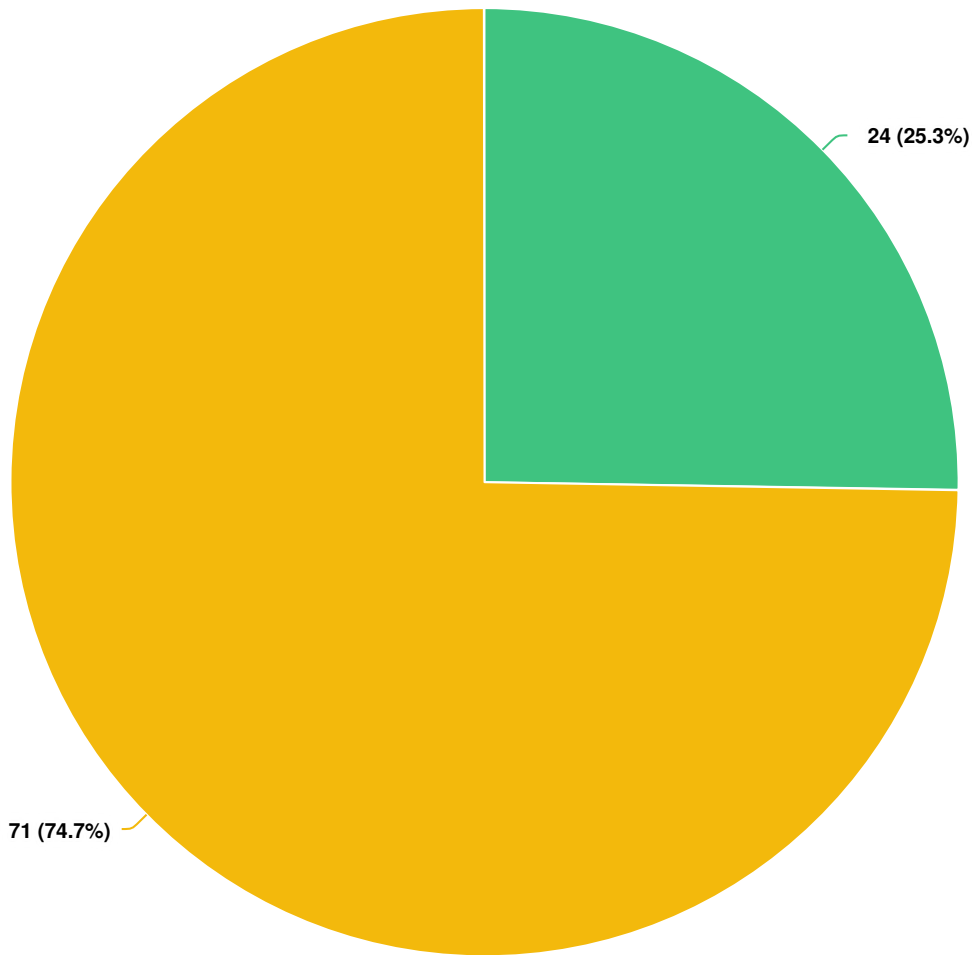


Question options

- Yes
- No

Mandatory Question (95 response(s))
Question type: Radio Button Question

Q12 Do you ride at any off-island facilities/parks?

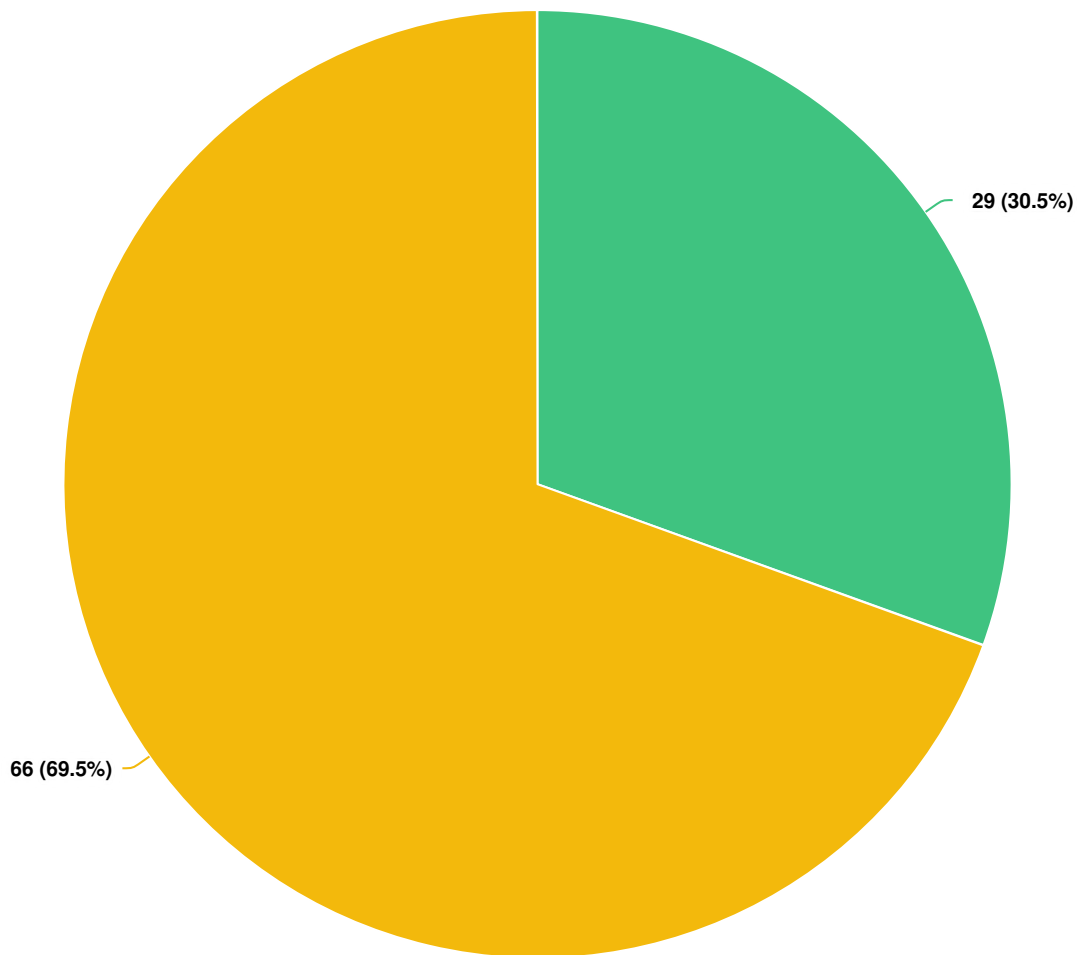


Question options

- No
- Yes (Please list which ones)

*Mandatory Question (95 response(s))
Question type: Radio Button Question*

Q13 Do you participate in other City recreation programs or use other Mercer Island parks?

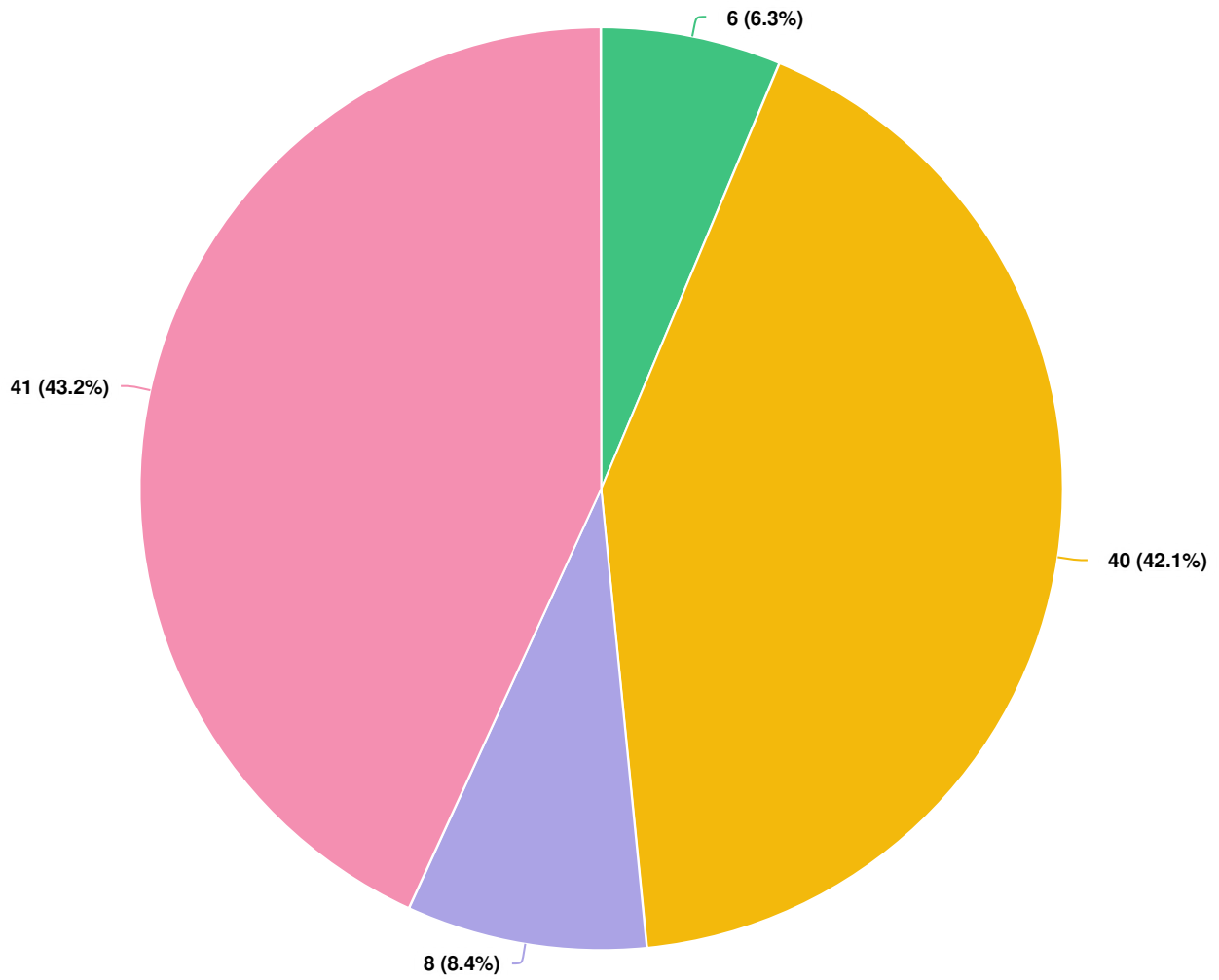


Question options

- No
- Yes - please list which ones

*Mandatory Question (95 response(s))
Question type: Radio Button Question*

Q14 What is your age?

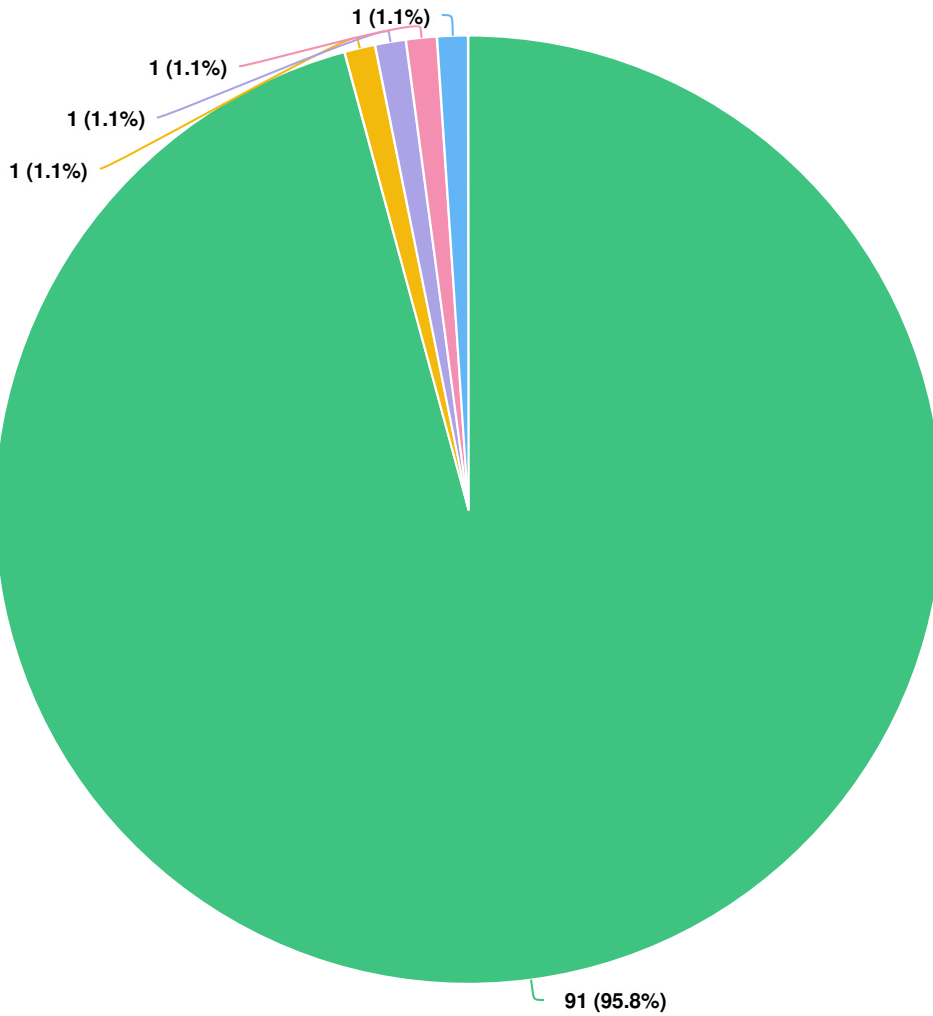


Question options

- Under 10
- 10-16
- 17-25
- Over 25

Mandatory Question (95 response(s))
Question type: Radio Button Question

Q15 What is your home zip code?

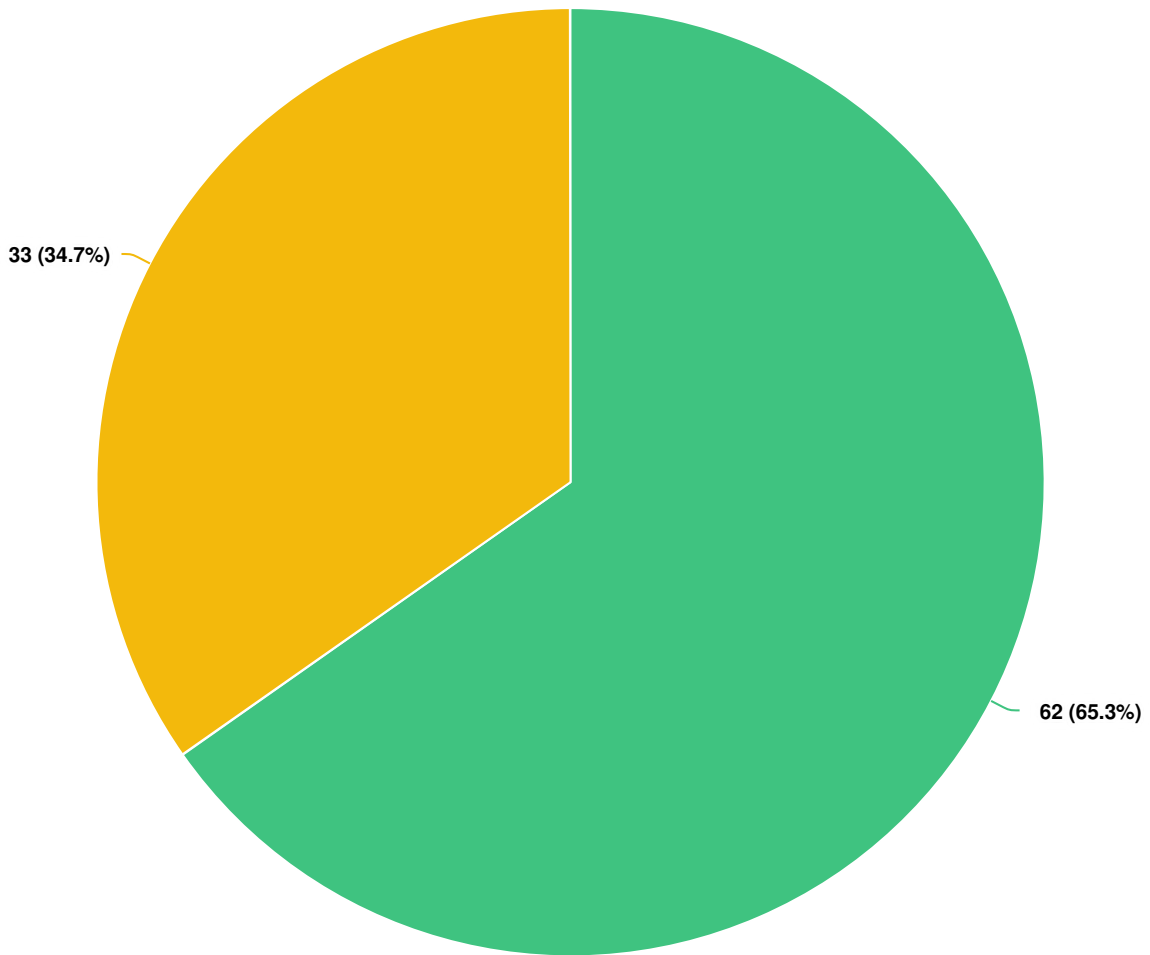


Question options

- Mercer Island, WA 98040
- Seattle, WA 98125
- Bellevue, WA 98006
- Bellevue, WA 98008
- Bellevue, WA 98004

Mandatory Question (95 response(s))
Question type: Region Question


Q16 | Would you like us to stay in touch with you?



Question options


- No, please keep my survey anonymous
- Yes, please! Here's my contact info:

Optional question (95 response(s), 0 skipped)
Question type: Radio Button Question




**UPPER LUTHER BURBANK PARK
BIKE SKILLS AREA
PUBLIC MEETING**

NOVEMBER 15, 2021




1

WELCOME!



**IN THE Q&A BOX:
HOW DO YOU USE UPPER LUTHER BURBANK PARK?**

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2

MEETING AGENDA

- Project overview
- Team introduction
- Assessment
- Survey results
- Initial findings
- Preliminary recommendations
- Next steps
- Q & A



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3

PROJECT OVERVIEW

- Bike Skills Area (BSA) has long history!
- Interest & use have increased
- Ongoing issues with course expansion, new trails, and large jump building
- Maintenance exceeded staff capacity
- Contacted Evergreen Mtn Bike Alliance
- Extended search for qualified consultant
- Fall 2021 - temporary shutdown



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4

TEAM INTRODUCTION



ACTION Sports Design, LLC

Professional planning, design and development of public bike parks, BMX Racetracks and skateparks worldwide.

Mike McIntyre, PLA– Founder/ Principal/ Rider

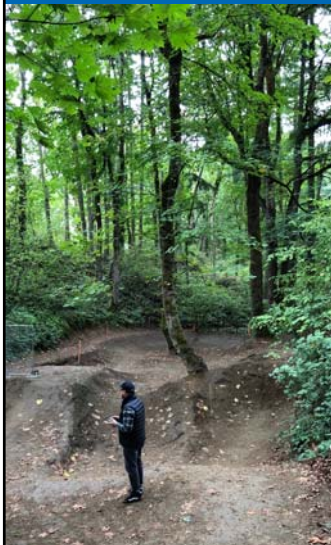


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5

BSA ASSESSMENT



Site assessment

- Course/jump layout
- Circulation patterns
- Surrounding area
- Drainage



- Tree assessment
- Topographic survey
- Operational assessment
- Rider surveys



ASD/CMI

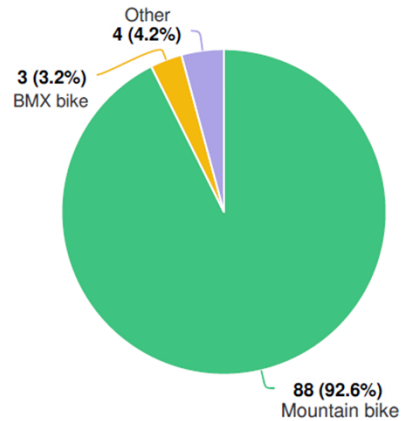
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6

RIDER SURVEY RESULTS

- Heaviest use in summer, afternoons
- Most riders bike to the park (81%)
- 75% also ride off-island
- Majority want:
 - more mountain bike specific jumps
 - more jumplines
 - better return line to session pad
- Most riders 10-16 (42%) or over 25 (43%)

What type of bike do you typically ride at the bike park?



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7

RIDER SURVEY COMMENTS

What features do you like?

- Nice variety of skill levels
- Close to home, easy to get to
- Great source of exercise and skill building

What don't you like about current jumplines?

- Lack of dedicated return line to top
- Need more jumps for beginners, young riders
- Really like it just as it is!



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8

INITIAL FINDINGS | Circulation issues



- Current conditions:
- Main trail to BSA shared with pedestrians
 - Unprotected interface between BSA & pedestrian trail on west side
 - Low visibility to other users on trails
 - Entry trail to BSA is very steep

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9

INITIAL FINDINGS | Circulation issues



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 - Unprotected interface between BSA & pedestrian trail on west side
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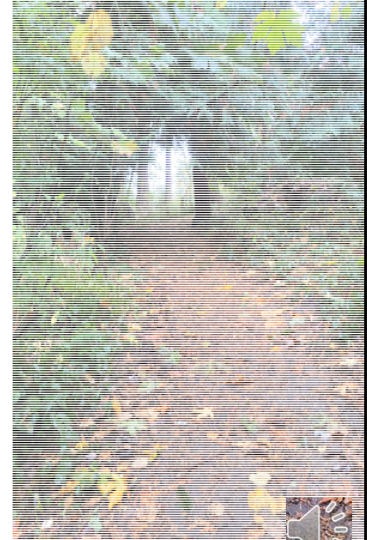
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10

POLLING QUESTION | Trail issues

How would you like to see trail circulation issues addressed in Upper Luther Burbank Park?

- Create dedicated trail for bikers to access session pad
- Require bikers to walk bikes on trails to BSA
- Add barrier between bike area and hiking trail on west side of BSA
- No changes are needed
- Other (please describe in Q&A box)



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11

INITIAL FINDINGS | Expansion & excavation



- Jumps are constructed from on-site fill
- Surrounding slopes have been dug out to 'borrow' fill for jump building
- Excavation on edges of BSA has resulted in:
 - Undermining/instability in adjacent slopes
 - Damaged/removed vegetation
 - Active erosion

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INITIAL FINDINGS | Soils



Jumps are built from adjacent hillside 'borrow'

Native, on-site soils aren't suited for jump building

- High organic content → organics break down, creating uneven surface
- Sand content → difficult to compact
- Non-uniform texture → soil settles unevenly
- Low clay content → jumps do not hold shape over long periods, higher erosion

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INITIAL FINDINGS | Grading issues



White line shows natural site grade

Red areas are significant borrow areas - grade is cut very low

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14

INITIAL FINDINGS | Drainage



- Use of on-site soils to build jumps is creating low spots where soil is 'borrowed'
- Currently, there is no positive drainage off the site
- Water is pooling in low spots, creating standing water in several areas across BSA
- Limits winter use of site

ASD

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15

INITIAL FINDINGS | Tree assessment



- Trees closest to and within active use area declining
- Likely causes:
 - Root damage from digging
 - Soil compaction
 - Grade changes
- Accelerated by hot, dry weather
- Four trees slated for removal, remaining trees to be monitored regularly

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16

INITIAL FINDINGS | Jumpline layout



Current course layout:

- One primary jumpline with four jump features
- Turnaround berm
- Return line (overlaps with jumpline at Jump 1)

Can fit additional jumplines and dedicated return line in existing space

ASD



17

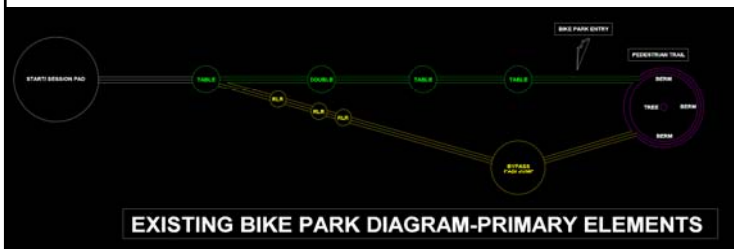
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ASD

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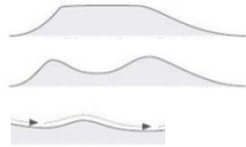


18

INITIAL FINDINGS | Jump shape & design

Primary jumps:

- 3 tabletops
- 1 double
- 3 rollers



Main concern is connecting drainage swales and sides of jumps and connecting to adjacent native grades.

- Avoid deep fall zones adjacent to jumps
- Get water off riding surface fast and out of bike park

Jumps can be improved to maximize space & skill building

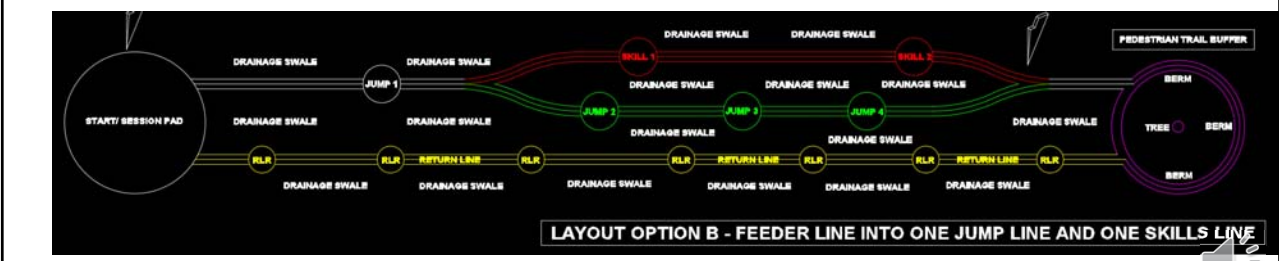
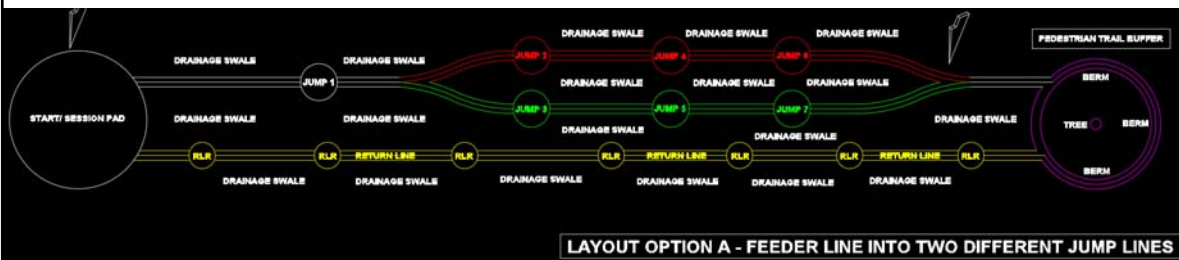


ASD

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INITIAL FINDINGS | Jumpline layout options



ASD

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20

POLLING QUESTION | Jumpline layout options

Which jumpline layout do you prefer?

- Layout A – Feeder line into two different jumplines
- Layout B – Feeder line into one jumpline and one skills line

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INITIAL FINDINGS | Signage



- Current signage is out of date!
- New signage will be redesigned and updated to reflect changes implemented from this assessment and guidance from City’s insuring agency
- Still evaluating the use of Course Boundary markers

Many possibilities for how new signage is designed and what it covers!

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22

POLLING QUESTION | Signage

What new signage would you like to see in Upper Luther Burbank Park?
(choose all that apply)

- Updated rules and regulations
- Map showing hiking and biking trails throughout park
- Map showing BSA course layout and jump line skill levels
- Minimize signage at this site as much as possible
- Other (please describe in Q&A box)

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PRELIMINARY RECOMMENDATIONS



- Jumps will be professionally designed & maintained in their designed form
- Bike Skills Area will remain within existing footprint
- Restore soil to undercut hillsides and tree root zones
- Recommendations are likely to include:
 - Install drainage system
 - Import appropriate soil for designed jumps
 - Improve quality & layout of jumps
 - Create return line to session pad
 - Create clear wayfinding signage

ASD

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SO, WHAT'S NEXT?

- 2nd user survey – focus on jump design/ layouts and profiles
- Stabilize undercut hillsides
- Replant native shrubs and trees (possible volunteer event)
- Finalize assessment report and recommendations
- City implements design recommendations (possible volunteer event)
- BSA re-opens

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25

KEEP IN TOUCH!

- Subscribe to Let's Talk page for notifications about upcoming engagement opportunities
- Add yourself to the contact list for this project - send contact information to publicworks@mercerisland.gov

Thank you for staying involved with this project!

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26

WHAT QUESTIONS DO YOU HAVE?

Please type your questions or comments in the Q&A box!

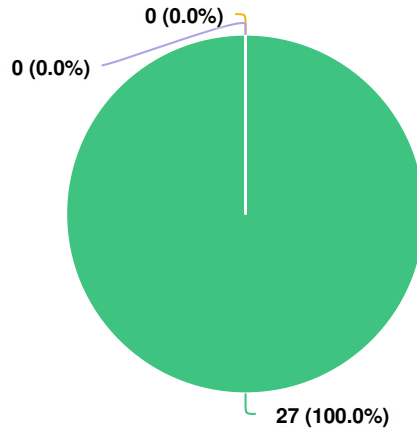
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27

Q1 What type of bike do you typically ride at the bike park?

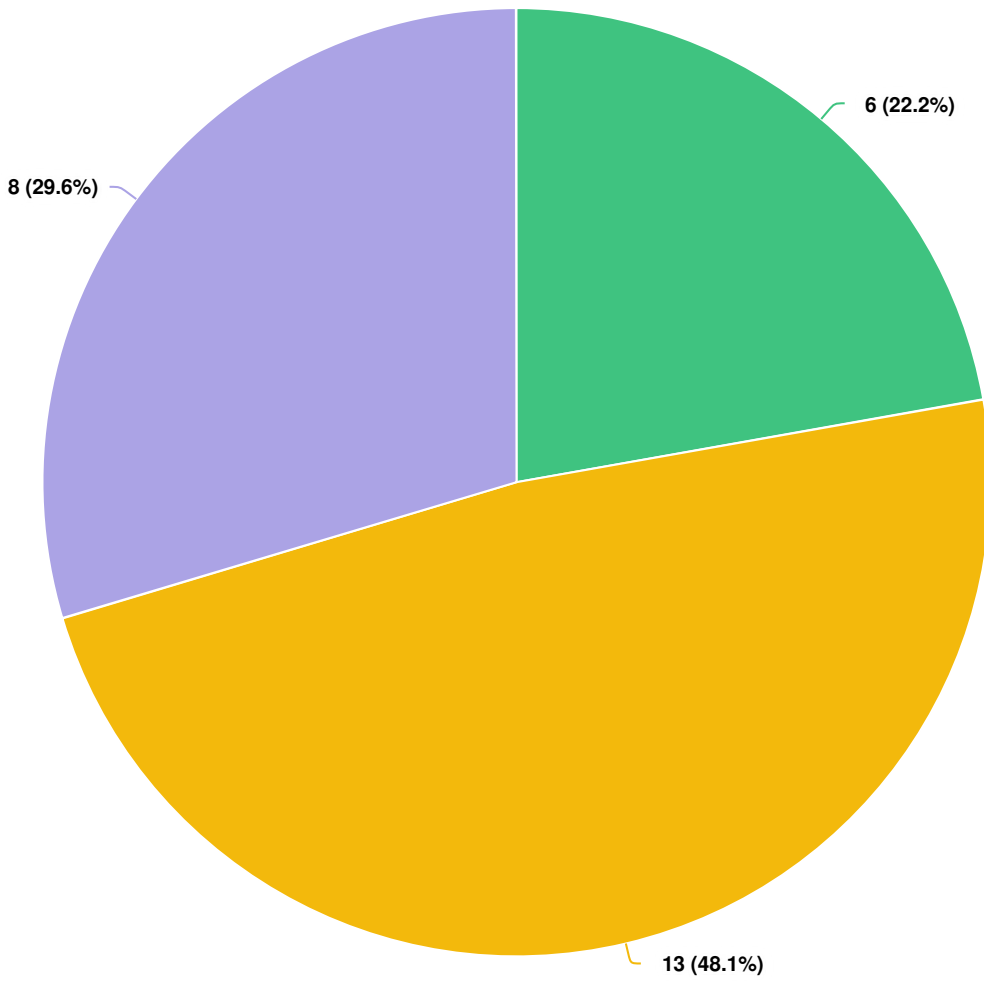


Question options

- Mountain bike
- BMX bike
- Other (please specify)

Mandatory Question (27 response(s))
Question type: Radio Button Question

Q2 How would you describe your skill level for riding on dirt jumps?

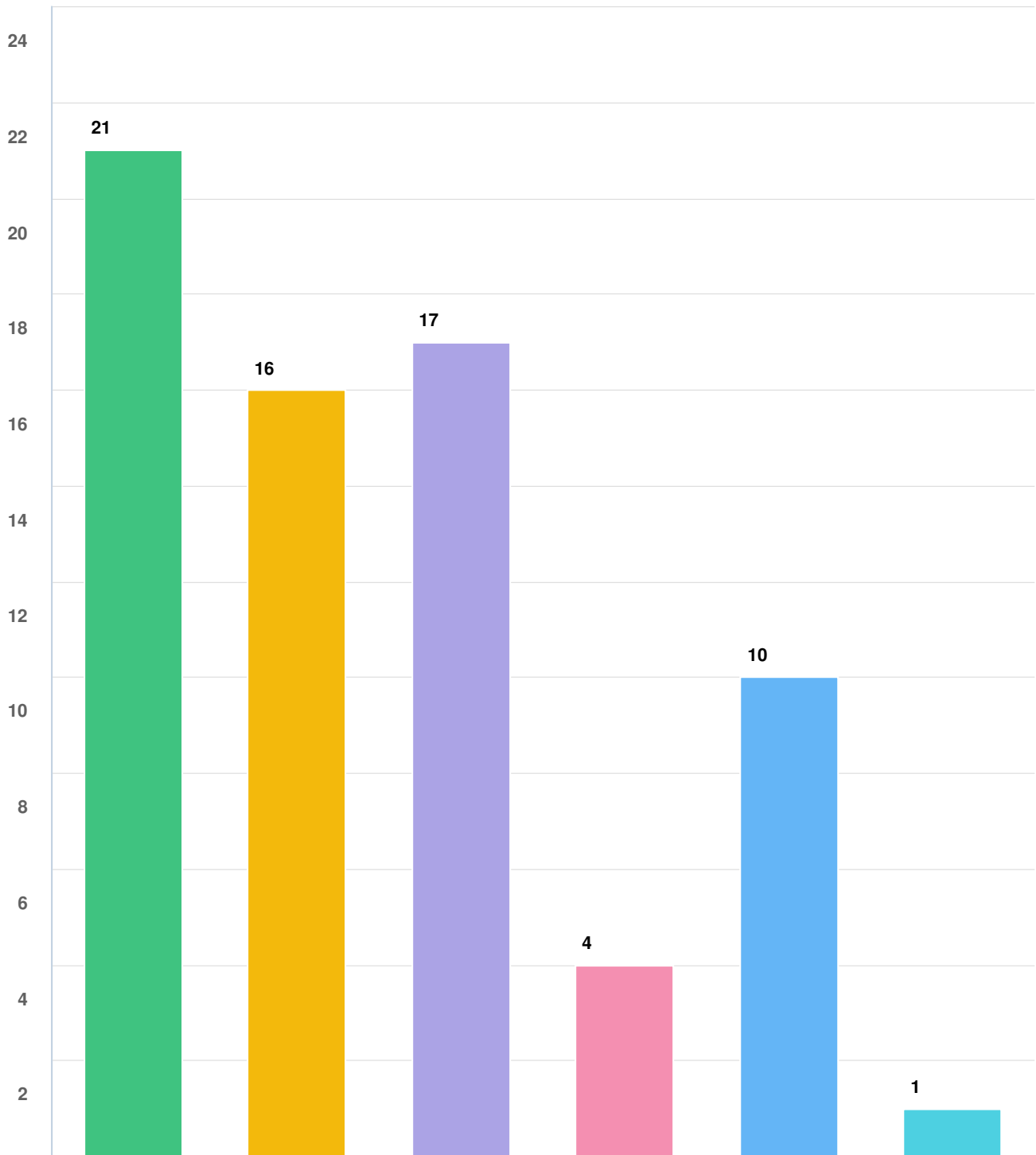


Question options

- Beginner
- Intermediate
- Advanced

Mandatory Question (27 response(s))
Question type: Radio Button Question

Q3 Please indicate the three dirt jump profiles that you would be most interested in seeing included at the Bike Skills Area. See the illustration below for examples of jump profiles.

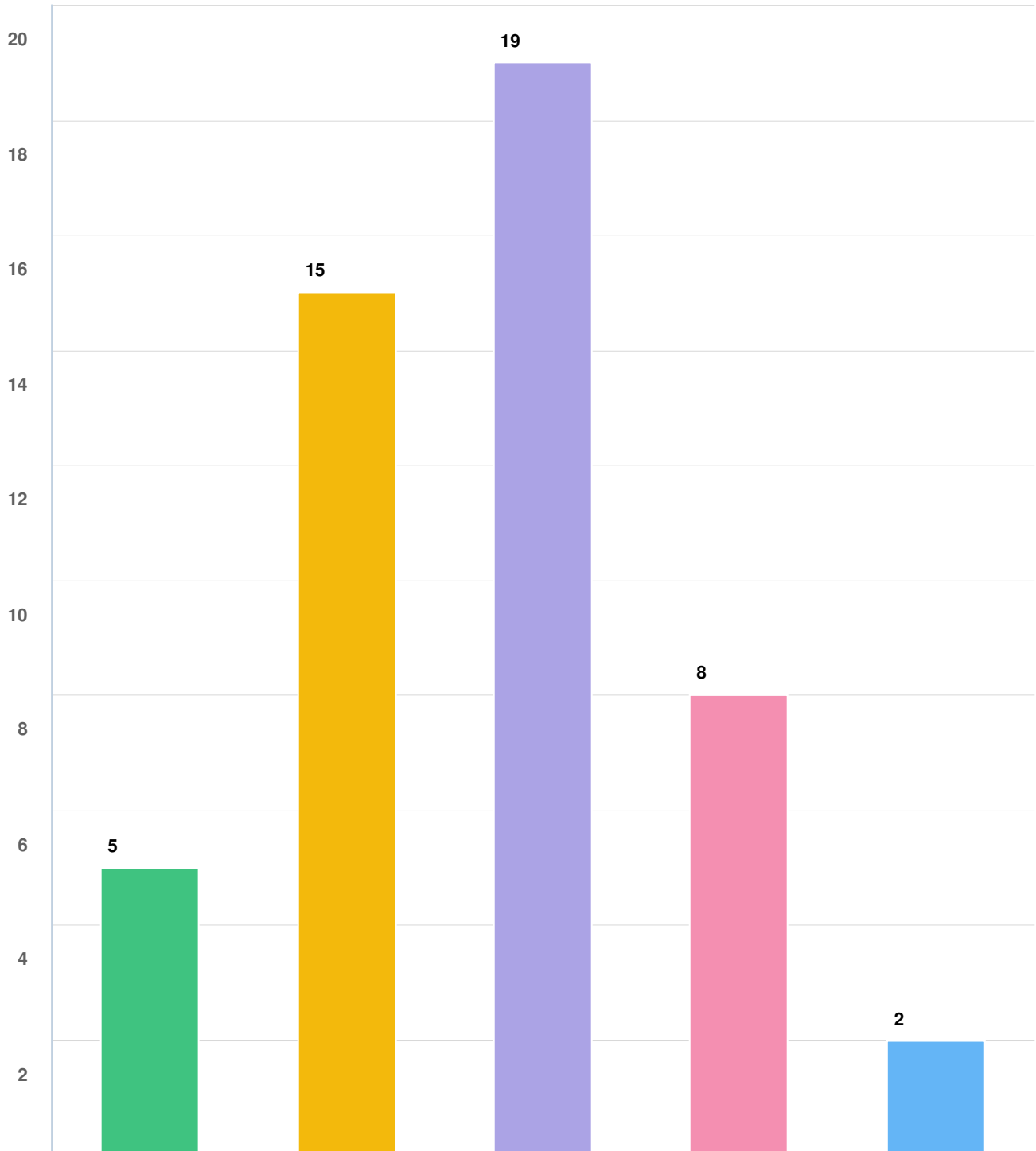


Question options

- Table top
- Double
- Step up
- Triple
- Rollers
- Other profile (please limit to one)

Mandatory Question (27 response(s))
Question type: *Checkbox Question*

Q4 Please indicate the two manufactured skill elements that you would be most interested in seeing included at the Bike Skills Area. See the illustration below for examples of skill elements.

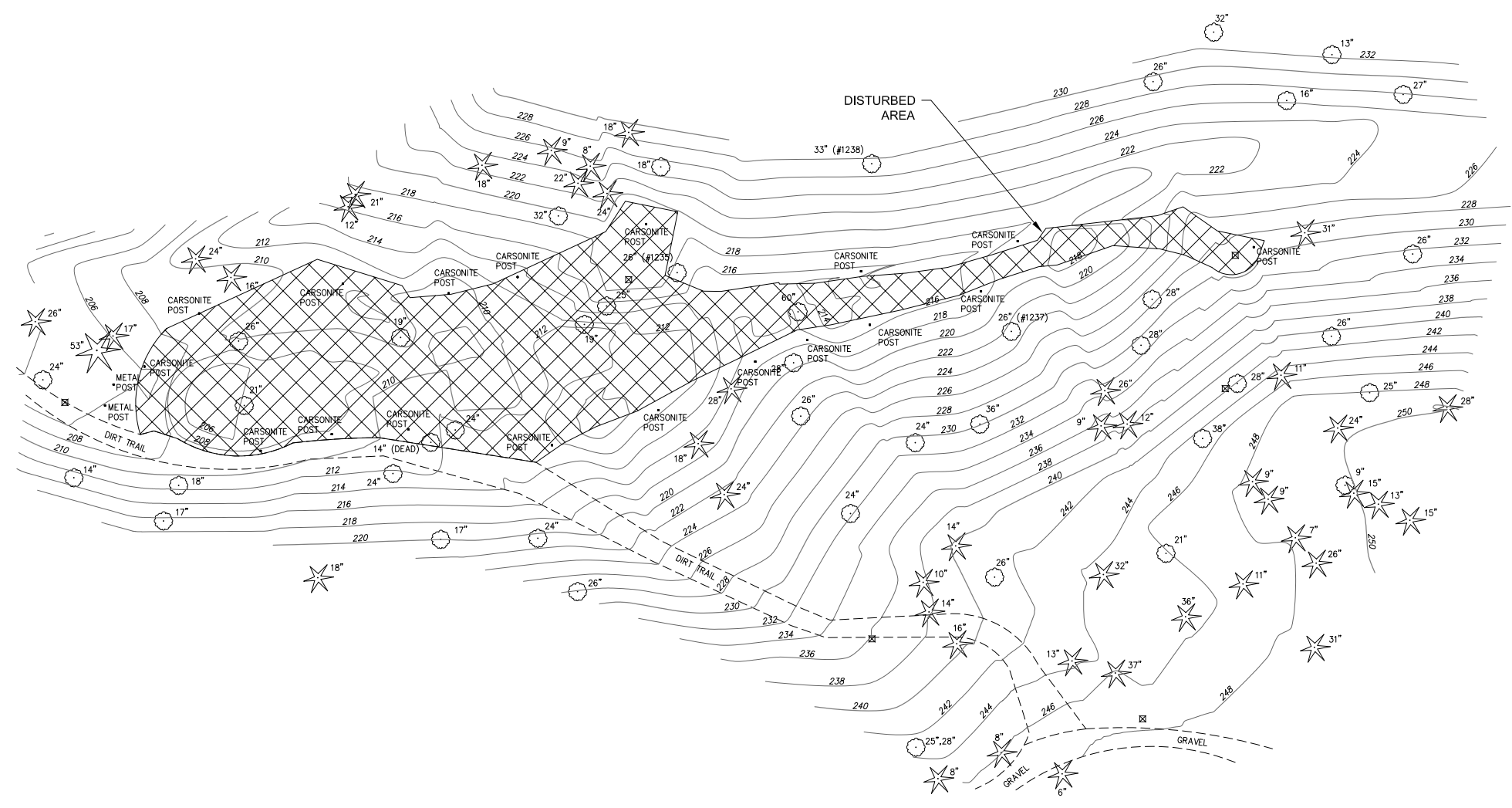


Question options

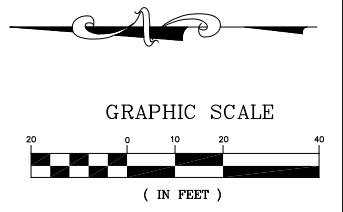
- Roof top
- Rollers
- Wall ride
- Curve ladder
- Other skill element (please limit to one)

Mandatory Question (27 response(s))

Question type: Checkbox Question

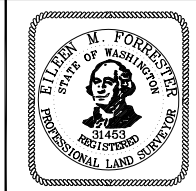


3" BRASS DISK IN CONC
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 @ C/L OF 84TH AVE SE
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 E: 1296501.953
 EL: 242.54



SURVEYED: <u>Surv</u>					
DRAWN: <u>xxx</u>					
CHECKED: <u>Ckd</u>					
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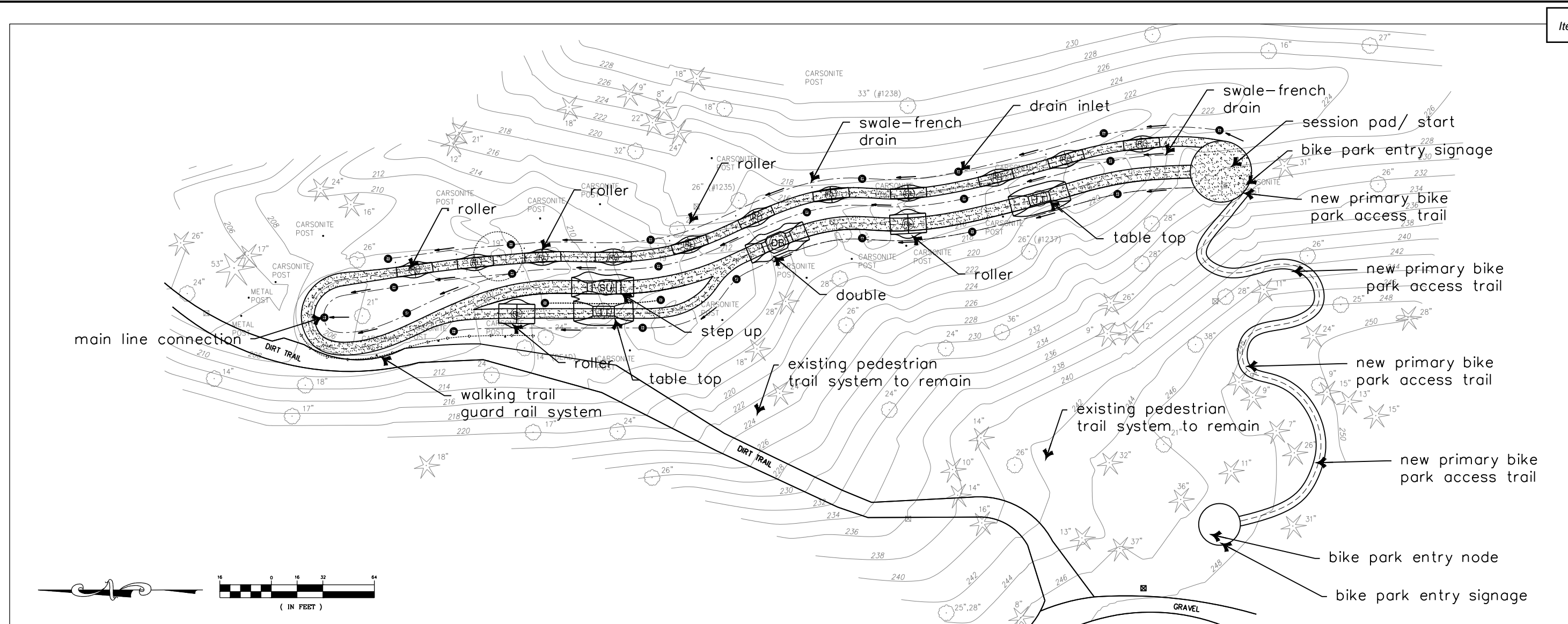
True NORTH
 LAND SURVEYING, INC.
 1930 6th Avenue S
 Suite 401
 Seattle, WA 98134
 206.332.0800
 AB 6120 | Exhibit 1 | Page 64



Date: 01-07-2022
 Scale: 1" = 20'
 Book: J21229.dwg

BMX Trail within Luther Burbank Park
 Topographic Survey
 For City of Mercer Island Parks
 Section 12, Township 24 North, Range 4 East, W.M.

Job Number: 21-229.00
 Sheet: 1 of 1



CONCEPT LAYOUT ONLY-NOT FOR CONSTRUCTION

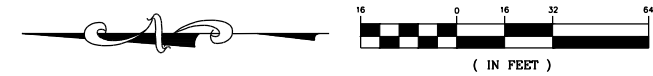
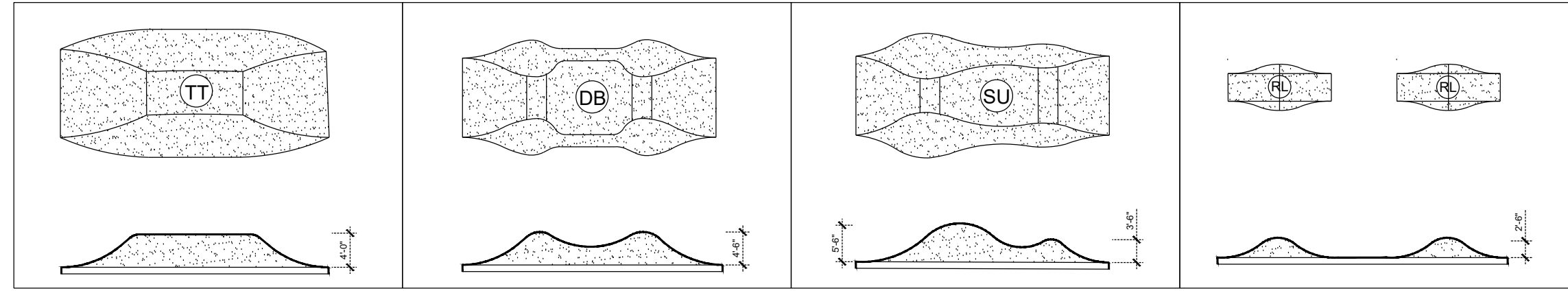


TABLE TOP

DOUBLE

STEP UP

ROLLERS

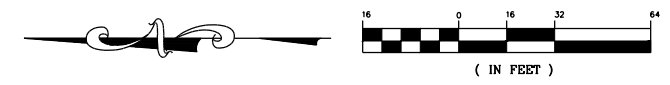
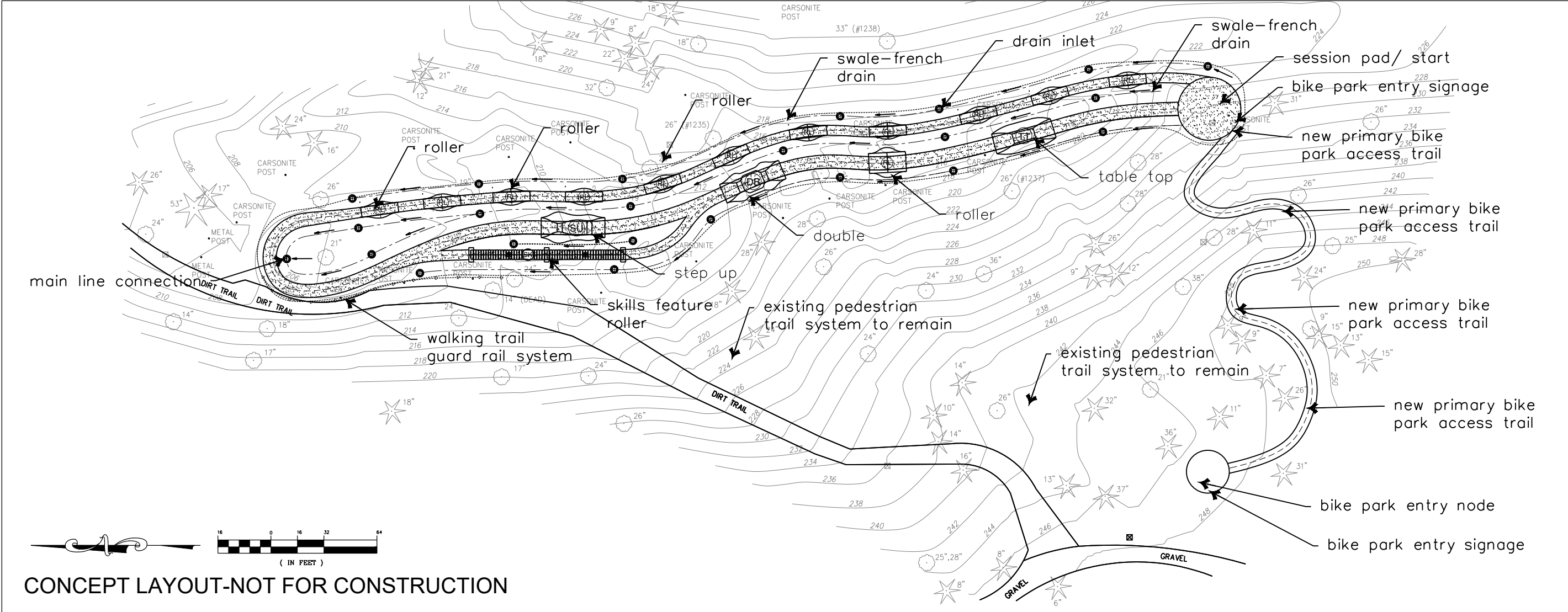


PROPOSED LAYOUT - JUMPS ONLY

MERCER ISLAND BIKE PARK Assessment Study

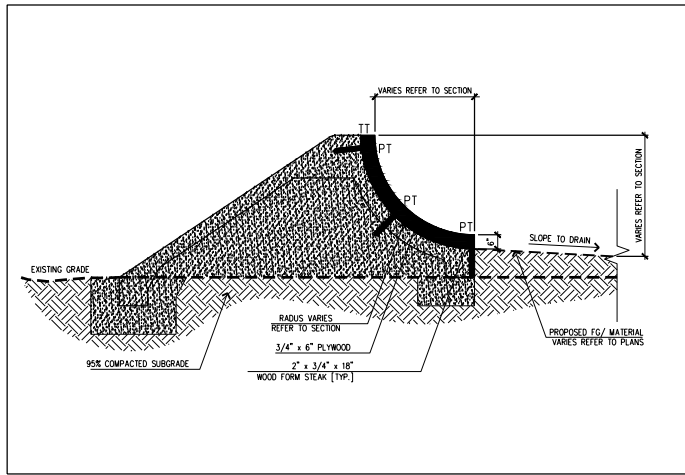


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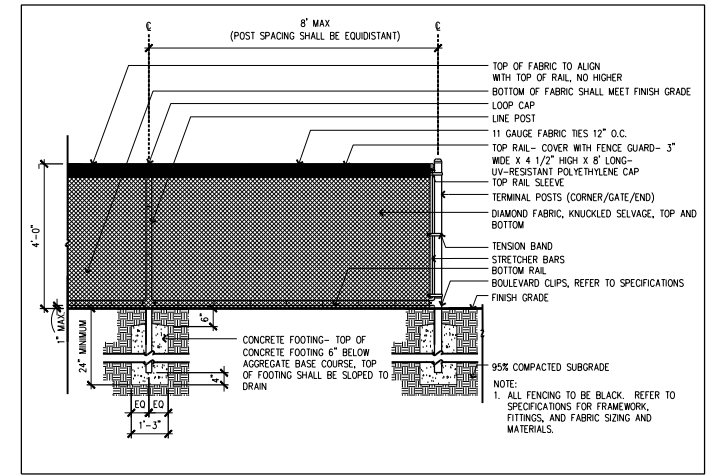


CONCEPT LAYOUT-NOT FOR CONSTRUCTION

BERM PROFILE-TEMPLATE



FENCING PROTECTION

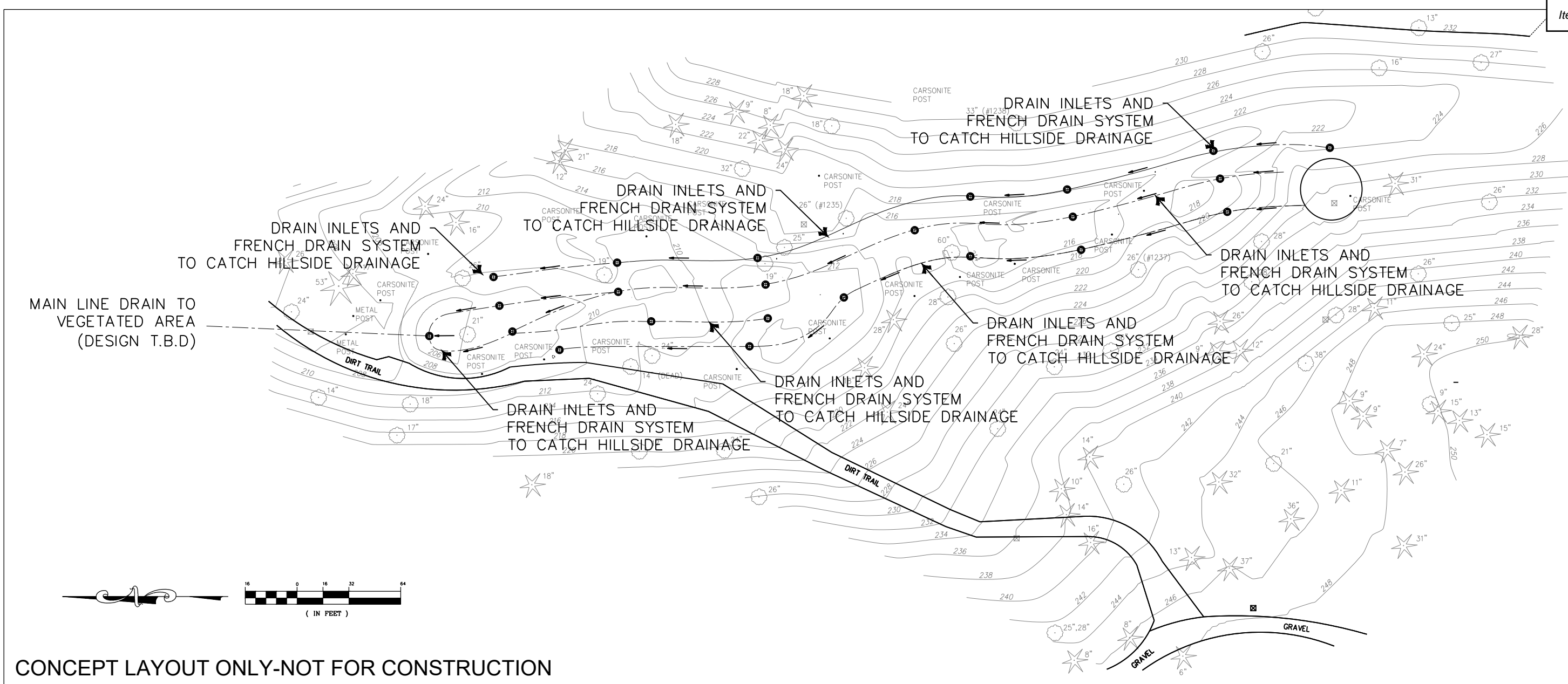


PROPOSED LAYOUT - JUMPS & SKILL ELEMENT

MERCER ISLAND BIKE PARK Assessment Study

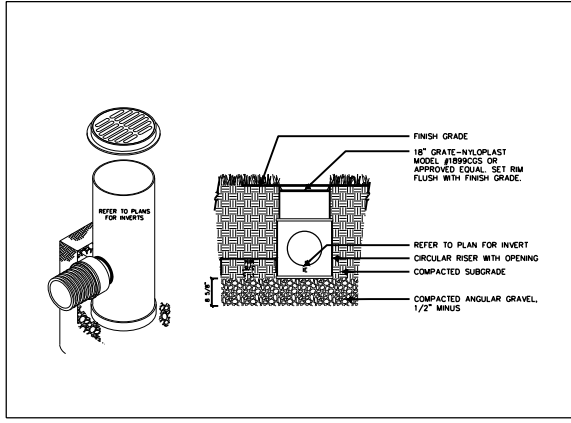


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Design:	ASD	of	

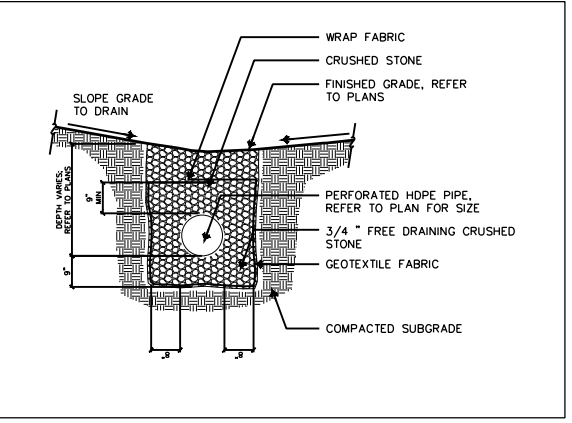


CONCEPT LAYOUT ONLY-NOT FOR CONSTRUCTION

DRAIN INLETS



FRENCH DRAINS



BIKE PARK DRAINAGE CONCEPT

MERCER ISLAND BIKE PARK Assessment Study



Date:	02-08-2022	Job Number:	
Scale:	1/16"=1'-0"	Sheet:	
Design:	ASD	of	

PROPOSED RULES AND REGULATIONS FOR FUTURE PARK SIGNAGE

BIKE PARK HOURS ARE 8 AM TO DUSK

- Use at your own risk. This course is not supervised.
- Use of protective equipment, including securely fastened helmets, knee and elbow pads, wrist and shin guards, is strongly recommended.
- Riders will remain inside course boundary. Ride only on the tracks surface the way that it was intended to be used.
- No riding if the track is muddy, wet, or if it is raining.
- No skidding. Over-braking is only allowed in emergency situations.
- No motorized vehicles are permitted on the course.
- No spectators or other non-riders allowed on the course.
- Ride respectful. Be aware of other riders.
- Ride within your comfort zone.
- Be respectful of other park users: moderate your language, keep music volume down and use trash containers provided.
- Ramps, jumps and other bike course elements may not be modified. Any unauthorized additions will be removed without further notice.
- Damage to surrounding vegetation or other park property is prohibited.
- Smoking, alcohol, drugs and glass containers are not permitted.
- Failure to comply with rules or City staff instruction may result in expulsion from the facility.
- Serious injury or death may result from falling or colliding with objects or other riders. The City of Mercer Island does not assume responsibility for injuries. **Use at your own risk!**

In the event of any unsafe condition contact the City of Mercer Island Parks and Recreation Department 206.275.7609 or via email at miparks@mercergov.org

EXHIBIT 2: BSA SITE ANALYSIS MATRIX																					
Park	Specific area under consideration	Park type	USER BENEFITS				CONSTRUCTION/ MAINTENANCE ACCESS		BSA SITE CHARACTERISTICS					SAFETY/ SITE SECURITY		SITE IMPACTS			PLANNING		
			Existing restroom facility	Dedicated parking area	Central location on Island	Proximity to other public recreation facilities (eg. playgrounds)	Nearby utilities (water, stormwater, power)	Ease of access for ongoing maintenance	Can accommodate trail/course similar size to ULBP BSA	Site character	Site topography	Elevation differential	Visibility from road or sidewalk	Ease of access for first responders	Impact on active recreation use area	Impact on passive recreation use area	Impact on ecological health of area	Existing Master Plan or other document that could affect BSA siting	Property ownership	Primary constraints	
Deane's Childrens Park	West and north sections	Developed park	Yes	Yes	Yes	Yes	Yes	Good	Yes	Forested overstory, cleared understory	Varied, flat to gentle slopes	Yes	Fair	Good	Low	Low	Low	No	CMI	Design must coordinate with playground access/use	
Homestead Park	East section, north of restroom	Developed park	Yes	Yes	Yes	Yes	Yes	Good	Yes	Developed site (tennis and basketball courts)	Varied, gentle to steep slopes	Yes	Good	Good	High	Moderate	Low	No	CMI	Would likely impact tennis & basketball courts	
Luther Burbank Park	West Hill near the meadow	Developed park	Yes	Yes	No	Yes	Yes	Fair	Yes	Developed landscape with replanting area established	Medium to steep slope	Yes	Good	Good	Moderate	Moderate	Moderate	Yes	CMI	Master Plan identifies BSA in Upper LBP, changes may require amendment to existing Master Plan	
Mercerdale Park	Behind Skate Park and near Native Plant Garden	Developed park	Yes	No	Yes	Yes	Yes	Good	Yes	Turf with some forested area and wetland	Mostly flat	No	Fair	Good	Low	Moderate	Moderate	No	CMI	Upcoming Master Plan process and evaluation of recreation services/amenities is forthcoming	
South Mercer Playfields	Southeast corner of property	Developed park	Yes	Yes	No	Yes	Yes	Good	Yes	Developed site (playground, athletic fields), turf	Flat	No	Good	Good	High	Moderate	Low	No	MISD	Owned by MI School District	
Bicentennial Park	All	Developed park	Yes	No	Yes	Yes	Yes	Good	No	Developed landscape, flagpole	Flat	No	Good	Good	Low	High	Low	No	CMI	VFW connection to site	
Aubrey Davis Park	West side of park near SE 24th; WSDOT area near SE 40th & Gallagher Hill.	Developed park	Yes	Yes	No	Yes	Yes	Good	Yes	Urban forest, combination of active and passive use.	Varies, gentle to steep slopes	Yes	Fair	Fair	Low	Moderate	Moderate	Yes	WSDOT	Possible amendment to existing Master Plan and ownership/property agreement with WSDOT	
Groveland Beach Park	Hillside	Open space	Yes	Yes	No	Yes	Yes	Poor	Yes	Forested	Very steep	Yes	Poor	Poor	Low	Moderate	Moderate	No	CMI	Ecological value, proximity to shoreline and erosion control measures.	
Rotary Park	Area south of reservoir site	Developed park	No	No	Yes	No	Yes	Good	Yes	Developed landscape, turf	Flat with rounded humps	No	Good	Good	Low	High	Low	No	CMI	Rotary Club connection to site	
Island Crest Park	Open space area	Open space	Yes	Yes	Yes	Yes	Yes	Poor	Yes	Forested, stream/wetlands	Varied, gentle to steep slopes	Yes	Poor	Poor	Low	High	High	No	CMI	High ecological value, watercourse	
Clarke Beach Park	Hillside	Open space	Yes	Yes	No	No	Yes	Fair	Yes	Forested	Very steep	Yes	Poor	Poor	Low	Low	High	No	CMI	High ecological value	
First Hill Park	North of playground	Developed park	No	No	No	Yes	No	Good	Yes	Turf, sparse forest	Flat	No	Good	Good	Moderate	Moderate	Low	No	CMI	Area is very flat	
Secret Park	Area south of playground	Open space	No	No	No	Yes	No	Fair	Yes	Forested	Gentle slope	Yes	Fair	Fair	Low	Moderate	Moderate	No	CMI	No dedicated or street parking	
Slater Park	Area west of parking lot	Developed park	No	Limited	No	No	No	Good	Yes	Turf, landscaped beds	Gentle slope	Yes	Fair	Fair	Low	High	Low	No	CMI	Small park, close neighbors, shoreline	
Roanoke Park	Area south of playground	Developed park	No	Limited	No	No	No	Fair	Yes	Developed site (tennis court), forested	Gentle slope	Yes	Fair	Good	High	Moderate	Moderate	No	CMI	Would likely impact tennis court	
Clise Park		Open space	No	No	Yes	No	No	Good	Yes	Forested	Flat	No	Fair	Good	Low	High	High	No	CMI	High ecological value, very flat	
SE 53rd Open Space	All	Open space	No	No	Yes	No	No	Poor	Yes	Forested	Steep slopes	Yes	Poor	Poor	Low	Moderate	High	No	CMI	High ecological value	
Parkwood Ridge Open Space	All	Open space	No	No	Yes	No	No	Poor	Yes	Forested	Medium to steep slopes	Yes	Poor	Poor	Low	Moderate	High	No	CMI	High ecological value, watercourse	
North Mercerdale Hillside	All	Open space	No	No	No	No	No	Poor	Yes	Forested	Medium to steep slopes	Yes	Poor	Poor	Low	High	High	No	CMI	High ecological value, watercourse	
Mercerdale Hillside	All	Open space	No	No	Yes	No	No	Poor	Yes	Forested	Varied, gentle to steep slopes	Yes	Poor	Poor	Low	High	High	No	CMI	High ecological value	
Upper Luther Burbank Park	Bike Skills Area	Open space	No	No	No	No	No	Poor	Yes	Forested	Varied, gentle to steep slopes	Yes	Poor	Poor	Low	Moderate	Moderate	Yes	CMI	Opposition from neighborhood residents	
Ellis Pond	All	Open space	No	No	Yes	No	No	Fair	Yes	Forested, wetland	Flat	No	Poor	Poor	Low	High	Very high	No	CMI	Stormwater pond serves as wildlife habitat, fragile soils	
Engstrom Open Space	All	Open space	No	No	No	No	No	Poor	Yes	Forested, perched wetlands	Varied, gentle to steep slopes	Yes	Poor	Poor	Low	Moderate	Very high	Yes	OSCT	Ecologically fragile, does not align with ordinance that created OSCT	
Pioneer Park	All	Open space	No	No	No	No	No	Poor	Yes	Forested	Mostly flat, some varied slopes	Yes	Poor	Poor	Low	High	Very high	Yes	OSCT	Does not align with ordinance that created OSCT	



**PARKS AND RECREATION COMMISSION
CITY OF MERCER ISLAND, WASHINGTON**

9611 SE 36th Street | Mercer Island, WA 98040-3732
(206) 275-7600 | www.mercerisland.gov

DATE: July 11, 2022

TO: Mercer Island City Council

FROM: Parks and Recreation Commission
Jodi McCarthy, Chair, Peter Struck, Vice Chair, Don Cohen, Paul Burstein, Sara Marxen,
Rory Westberg, Ashley Hay

SUBJECT: Recommendation on Bike Skills Area Location and Improvements

The Mercer Island Parks and Recreation Commission is pleased to present our recommendation on the preferred location for the Bike Skills Area and recommend the City Council appropriate funding to begin project design and community engagement.

Summary Recommendation:

The Parks and Recreation Commission (PRC) commenced review of this matter on April 26, 2022 and discussed this topic over three meetings. A PRC Subcommittee was formed, and public input was received in consideration of this recommendation.

The Parks and Recreation Commission passed a motion requesting the City Council approve the new proposed location for the Bike Skills Area at Deane’s Children’s Park and authorize staff to proceed to 30% design. Parallel to the 30% design work, we strongly recommend the Parks and Recreation Commission, with assistance from City staff, be directed to solicit public input on the 30% design and prepare a final recommendation to the City Council.

To prioritize making a permanent home for a bike skills area in a timely manner the Parks and Recreation Commission also passed a motion to rescind the motion made April 26, 2022 to ‘establish an interim Bike Skills Area in Upper Luther Burbank Park pending identification of a permanent alternative site.’

Background:

On October 7, 2021, the Bike Skills Area in Upper Luther Burbank Park was temporarily closed due to significant operating challenges and safety concerns. Challenges included repeated unauthorized expansion of the course, damage to soils and established vegetation, and construction of jumps that exceeded park rules.

Due to circumstances beyond City staff's control, the report commissioned in fall 2021 of the Upper Luther Burbank bike skills area was delayed for several months. On [April 26th](#) the Parks and Recreation Commission held a Special Meeting to review the final Bike Skills Area Report, discuss staff recommendations and next steps. During the meeting, the Commission received public comment from 13 individuals and engaged in discussion around both long- and short-term options for reopening the BSA, including relocating the BSA to an alternative location at Deane's Children's Park.

The Commission voted (4-0-1) to support Short-Term Option 2 (referenced in [staff report](#)) which would temporarily reopen the current Bike Skills Area in Upper Luther Burbank Park in a limited fashion (e.g., a more simplified design) predicated on the City finding an alternative location that could be brought online within 2-3 years.

Following the Special Meeting, various Commissioners submitted questions to staff regarding the option of utilizing space at Deane's Children's Park, what other alternative locations had been evaluated, and what engagement had taken place with the community and stakeholders. Staff compiled these questions into a matrix and provided responses (Exhibit 1).

Given the Commission's interest in evaluating the full range of park sites that may be suitable for the siting of a future Bike Skills Area facility, staff created a matrix of primary park and open space properties and rated each on fifteen criteria, including site amenities, safety considerations, and impacts on current park uses (Exhibit 2).

During the regular meeting on [June 2](#), City staff presented the BSA Site Matrix and solicited feedback from the Commission on the analysis. Following the discussion, the Commission voted (3-1-1) to create a Bike Skills Area Subcommittee to meet, identify and evaluate a preferred long-term location. The Subcommittee, comprised of Chair McCarthy, Vice-Chair Struck, and Commissioner Burstein, was also asked to obtain input from impacted user groups and report back to the full Commission.

The Subcommittee met several times over the past month and developed a scoring matrix to help evaluate the 24 sites previously identified by City staff. The Subcommittee reduced the sites to 8 based upon their feasibility to be developed as a bike skills area. Each member of the Subcommittee was diligent in visiting each of these sites, as were several other commissioners. Two sites, Deane's Children's Park and a strip of parkland along SE 24th St immediately south of the West Mercer Way freeway exit in Aubrey Davis Park were identified as the top two preliminary candidates.

At their July 7 meeting, the Commission voted (6-1) "that the City staff request funding from the City Council for a bike skills area 30% design project, to be located at Deane's Children's Park in the general area previously used as Adventure Playground", identifying Deane's Children's Park as the preferred long-term option for the Bike Skills Area. Additionally, the PRC voted (4-1-2) "to rescind the previous recommendation made to City Council (during the 4/26/22 PRC meeting) to establish an interim Bike Skills Area in Upper Luther Burbank Park pending identification of a permanent alternative site" in order to prioritize making a permanent home for a bike skills area in a timely manner.

Proposed New Location at Deane's Children's Park:

The proposed location along the western portion of Deane's Children's Park is a re-purposing of a former recreational area known as Adventure Playground, and thus not a reduction of existing open space or general parkland.

The location at the previously known Adventure Playground is adjacent to the existing footprint of Deane's Children's Park, Island Park Elementary, and the tennis courts at the Island Crest Park. It is a wooded area with a high canopy, and today has no structures, paths, or amenities on the specific site. There is an uneven forested terrain, sloping towards the west with significantly compacted soil. There is an existing fence barrier to the trails to the west, as well as a fence barrier to Island Crest Elementary and Island Crest Way to the east.

The site is advantageous for several reasons:

- It is centrally located within the island, giving broad access to our residents.
- There is an existing bathroom.
- There is parking, although it is anticipated that almost all users of the BSA will ride their bikes there rather than drive.
- Park maintenance is more frequent at the Island Crest Park complex overall, unlike other sites considered.
- The space is not as narrow as the previous Upper Luther Burbank BSA site, allowing for a safer "return" route on the track with less risk of collision with other riders.

It should be noted that the replacement of aging playground equipment and structures at Deane's Children's Park is a priority capital improvement project, which will create opportunities for greater integration and safety in the space.

The trees in the area will be inventoried and inspected to determine their health and resilience within the space. It is expected that several deciduous trees will be removed regardless of the disposition of the BSA, and no conifers will be removed unless deemed diseased and at risk of failure.

Public opinion will be essential and impactful to the design as we move through the 30% phase.

It is the PRC's belief that this area is the most practical and best option for a Bike Skills Area on Mercer Island, as evident by the motion passing on July 7th.



2022 PLANNING SCHEDULE

Item 18.

Please email the City Manager & City Clerk when an agenda item is added, moved, or removed.

NOTE - Regular Meetings begin at 5:00 pm from June 16, 2020, through December 31, 2022. Items are not listed in any particular order. Agenda items & meeting dates are subject to change.

AUGUST 2, 2022					
MEETING CANCELED					

AUGUST 16, 2022					
MEETING CANCELED					

SEPTEMBER 6, 2022		DD	FN	CA	Clerk	CM
ABSENCES:		8/26	8/29	8/29	8/30	8/30
ITEM TYPE TIME TOPIC					STAFF	
STUDY SESSION						
60	AB 6107: Comprehensive Plan Update				Jeff Thomas/Adam Zack	
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: National Preparedness Month Proclamation, No. xxx				Mayor Nice/Jennifer Franklin	
--	AB xxxx: National Recovery Month Proclamation, No. xxx				Mayor Nice/Tambi Cork	
--	AB xxxx: Mayor's Day of Concern for the Hungry, Proclamation No. xxx				Mayor Nice/Andrea Larson	
--	AB xxxx: Reservoir Tank Improvement Project (WU0103) Bid Award				Jason Kintner/Allen Hunter	
--	AB xxxx: Water Main Easement Extinguishment (2825 West Mercer Way)				Jason Kintner/Patrick Yamashita	
--	AB xxxx: Sewer Main Easement Modification (3 Eden Lane)				Jason Kintner/Patrick Yamashita	
--	AB xxxx: Basin 40 Inflow/Infiltration Project (SU0108) Bid Award				Jason Kintner/Clint Morris/Maya Giddings	
--	AB xxxx: SCADA – Sewer Equipment Replacement (SU0113) Bid Award				Jason Kintner/Allen Hunter	
--	AB xxxx: Accept Easements for Stormwater Capital Projects				Jason Kintner/Patrick Yamashita/Fred Gu	
--	AB xxxx: Renew Interim Development Regulations in MICC 19.16.010 to Comply with E2SHB 1220 Relating to Transitional and Permanent Supportive Housing (Second Reading Ord. No. 22C-xx)				Jeff Thomas/Adam Zach	
REGULAR BUSINESS						
45	AB xxxx: Revenue Forecast and Second Quarter 2022 Financial Status Update				Matt Mornick	
60	AB xxxx: YFS Programs Update				Ali Spietz/Tambi Cork	
30	AB xxxx: Arts Council Presentation				Jason Kintner/Ryan Daly/Sarah Bluvas/Eleanor Knight	
EXECUTIVE SESSION						

SEPTEMBER 20, 2022		DD	FN	CA	Clerk
ABSENCES:		9/9	9/12	9/12	9/13
ITEM TYPE TIME TOPIC				STAFF	
STUDY SESSION					
90	Parliamentary Procedure Training			Ann Macfarlane, Jurassic Parliament	
SPECIAL BUSINESS					
CONSENT AGENDA					
--	AB xxxx: Peace Day on Mercer Island, Proclamation No. xxx			Mayor Nice/Andrea Larson	
--	AB xxxx: 2022 Water System Plan Update – Council Adoption			Jason Kintner/Patrick Yamashita/Rona Lin	
--	AB xxxx: 2021-2022 Work Plan Update			Jessi Bon	
REGULAR BUSINESS					
45	2022 Water System Plan Update			Jason Kintner/Patrick Yamashita/Rona Lin	
30	AB xxxx: State Mandated Code Amendments - Title 19 MICC "Family" definition and adult family home occupancy limit (Second Reading Ord. Nos. 22C-11 and 22C-12)			Jeff Thomas/Adam Zach	
30	AB xxxx: Climate Action Plan [Placeholder]			Jason Kintner/Ross Freeman	
30	AB xxxx: ARCH 2023 Budget and Work Plan			Alison Van Gorp/Lindsey Masters	
60	AB xxxx: Aubrey Davis Trail Safety Improvements 30% Design Recommendation			Jason Kintner/Paul West	
EXECUTIVE SESSION					

OCTOBER 4, 2022		DD	FN	CA	Clerk	CM
ABSENCES:		9/23	9/26	9/26	9/27	9/27
ITEM TYPE TIME TOPIC				STAFF		
STUDY SESSION						
60	AB xxxx: Town Center Parking Study Presentation (Draft Final Report)				Sarah Bluvas/Jason Kintner/ Jeff Thomas/Ed Holmes	
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: Domestic Violence Action Month Proclamation No. xxx				Mayor Nice/Tambi Cork	
REGULAR BUSINESS						
60	AB xxxx: Receive the 2023-2024 Preliminary Budget				Matt Mornick	
EXECUTIVE SESSION						