



# CITY OF MERCER ISLAND

## CITY COUNCIL REGULAR HYBRID MEETING

Tuesday, March 4, 2025, at 5:00 PM

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### 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:

MICEC – Slater Room Council Chambers and via Zoom  
8236 SE 24th Street | Mercer Island, WA 98040  
206.275.7793 | [www.mercerisland.gov](http://www.mercerisland.gov)

We strive to create an inclusive and accessible experience. Those requiring accommodation for meetings should notify the City Clerk's Office 3 days prior to the meeting at 206.275.7793 or by emailing [cityclerk@mercerisland.gov](mailto:cityclerk@mercerisland.gov).

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The hybrid meeting will be live streamed on the City Council's [YouTube Channel](#).

Individuals wishing to speak live during Appearances (public comment period) or during the Public Hearing must register with the City Clerk at 206.275.7793 or [cityclerk@mercerisland.gov](mailto:cityclerk@mercerisland.gov) before 4 PM on the day of the Council meeting. Each speaker will be allowed to speak for three (3) minutes. A timer will be visible to online to speakers, City Council, and meeting participants.

Written comments may be sent to the City Council at [council@mercerisland.gov](mailto:council@mercerisland.gov).

Join the meeting at 5:00 PM (Appearances will start sometime after 5:00 PM) by:

- **Telephone:** Call 253.215.8782 and enter Webinar ID 840 2356 6333 and Password 730224
- **Zoom:** Click this [link](#) (Webinar ID 840 2356 6333; Password 730224)
- **In Person:** Mercer Island Community & Event Center – Slater Room Council Chambers (8236 SE 24th Street, Mercer Island, WA 98040)

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## MEETING AGENDA - AMENDED

### CALL TO ORDER & ROLL CALL, 5:00 PM

### PLEDGE OF ALLEGIANCE

### AGENDA APPROVAL

### CITY MANAGER REPORT

### APPEARANCES

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

### CONSENT AGENDA:

#### **1. AB 6626: February 10, 2025, Payroll Certification**

**Recommended Action:** Approve the February 10, 2025, Payroll Certification in the amount of \$981,899.35 and authorize the Mayor to sign the certification on behalf of the entire City Council.

#### **2. AB 6640: Certification for Claims Paid January 18, 2025 through January 31, 2025**

**Recommended Action:** Approve the Accounts Payable Certification for claims paid January 18, 2025 through January 31, 2025 in the amount of \$4,239,943.11.

**3. City Council Meeting Minutes:**

**A. Regular Hybrid Meeting of February 4, 2025**

**B. Special Hybrid Planning Session of February 4, 2025**

**C. Special Joint Meeting with MISD Board of February 6, 2025**

**D. Special Hybrid Meeting of February 25, 2025**

**Recommended Action:** Approve the minutes of the Regular Hybrid Meeting of February 4, 2025, the Special Hybrid Planning Session of February 4, 2025, the Special Joint Meeting with MISD Board of February 6, 2025, and the Special Hybrid Meeting of February 25, 2025.

**4. AB 6627: Interim Development Regulations Related to Middle Housing and Accessory Dwelling Units (Second Reading, Ordinance No. 25C-02).**

**Recommended Action:** Adopt Ordinance No. 25.C-02 establishing interim development regulations in Title 19 Mercer Island City Code related to Middle Housing and Accessory Dwelling Units, with an effective date of June 30, 2025.

**5. AB 6628: Watershed (WRIA 8) Interlocal Agreement**

**Recommended Action:** Authorize the City Manager to sign the WRIA 8 Interlocal Agreement, substantially in the form included as Exhibit 1 to this AB, and future technical or non-substantive amendments thereto.

**6. AB 6629: 2024 Open Space Conservancy Trust Annual Report and 2025 Work Plan**

**Recommended Action:** Accept the 2024 Open Space Conservancy Trust Annual Report and 2025 Work Plan.

**7. AB 6630: Adoption of the City of Mercer Island 2025-2029 Commute Trip Reduction 4-Year Plan – Exhibit 1 Revised 3/3/2025**

**Recommended Action:** Adopt the City of Mercer Island 2025-2029 Commute Trip Reduction 4-Year Plan.

**8. AB 6636: Revised 2025 Fee Schedule Adoption**

**Recommended Action:** Approve Resolution No. 1671 adopting the Revised 2025 Fee Schedule, effective June 30, 2025.

**9. AB 6637: 2025-2027 Collective Bargaining Agreement with Police Support**

**Recommended Action:** Authorize the City Manager to sign the Collective Bargaining Agreement with the Mercer Island Police Association for Support Positions for the period of January 1, 2025, through December 31, 2027, in substantially the form attached hereto as Exhibit 1.

**10. AB 6638: Amendment to Interlocal Agreement for Jail Services with the City of Issaquah**

**Recommended Action:** Authorize the City Manager to execute the amendment to the interlocal agreement with the City of Issaquah for jail services as substantially shown in Exhibit 1 to AB 6638.

**11. AB 6639: 2025-2029 Interlocal Agreement with the Eastside Transportation Partnership**

**Recommended Action:** Authorize the City Manager to execute the 2025-2029 Eastside Transportation Partnership Interlocal Agreement, substantially in the form attached as Exhibit 1 to this AB, and technical or non-substantive future amendments thereto.

**REGULAR BUSINESS:**

**12. AB 6631: Board & Commission Vacancy Appointment (Resolution No. 1670)**

**Recommended Actions:**

- 1) Vote on applicants to fill Position No. 3 (expiring May 31, 2026) on the Arts Council.
- 2) Approve Resolution No. 1670, appointing a new member to the Arts Council.



**13. AB 6632: Public Hearing on Interim Regulations Related to Unit Lot Subdivisions (SB 5258) in Title 19 MICC (First Reading, Ordinance No. 25C-06)**

**Recommended Action:** Hold public hearing and schedule a second reading of Ordinance No. 25C-06 on March 18, 2025.

**14. AB 6633: Public Hearing on Interim Regulations in MICC 19.16.010 Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing (First Reading, Ordinance No. 25C-05)**

**Recommended Action:** Hold public hearing and schedule Ordinance No. 25C-05 for second reading on March 18, 2025.

**15. AB 6634: Second Public Safety and Maintenance Building Design Workshop – Exhibit 1 added 2/28/2025**

**Recommended Action:** Receive report and provide feedback on the Public Safety and Maintenance Facility design.

**OTHER BUSINESS**

**16. Planning Schedule**

**17. Councilmember Absences & Reports**

**EXECUTIVE SESSION – Approximately 60 minutes**

**1) Pending or Potential Litigation**

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

**2) Real Estate Acquisition**

Executive Session to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW 42.30.110(1)(b).

**ADJOURNMENT**



# City Manager's Report

Tuesday, March 4, 2025







# Council Board and Commission Updates



# Hybrid Meetings

- Upcoming Hybrid City Council Meeting
  - Regular Hybrid Meeting - Tuesday, March 18 at 5:00 PM
- Hybrid Boards and Commissions Meetings (All Meetings on Zoom)
  - Design Commission – Wed. March 5 at 6:00 PM
  - Parks & Recreation Commission – Thu. March 6 at 5:00 PM
  - Utility Board – Tue. March 11 at 5:00 PM

Visit [www.mercerisland.gov/meetings](http://www.mercerisland.gov/meetings) for more information.



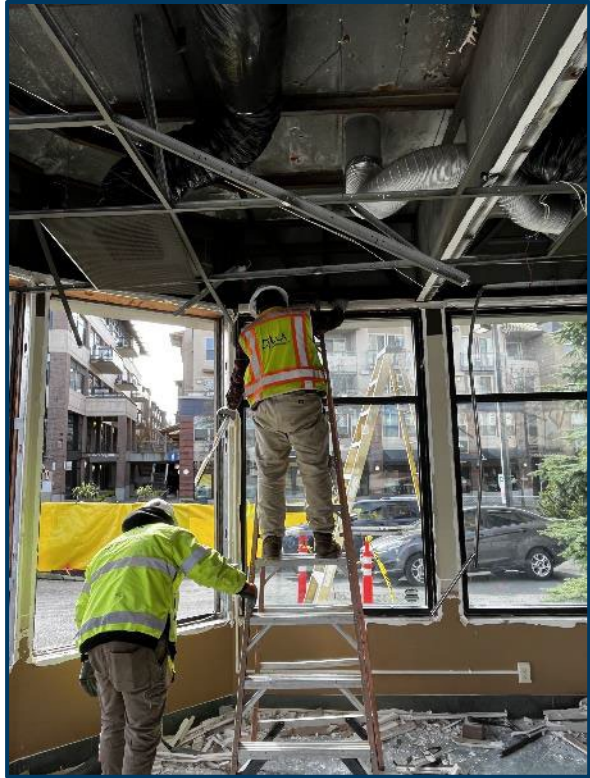


# City Updates



# Town Center Parking Facility

- Construction activity at the former Tully’s Coffee site started last week and staff met with neighbors for an informational meeting on site.
- The City’s contractor installed construction fencing and began excavation work at the north end of the property.
- Crews also started demolition of the old building with removal of the windows and doors.
- This week, crews continue excavation and removal work and will start importing gravel to grade the site for the new parking lot.
- Follow for more updates on Let’s Talk at [letstalk.mercergov.org/town-center-parking-project](http://letstalk.mercergov.org/town-center-parking-project)





# Thrift Shop Construction

- Construction continues but the Thrift Shop is open for donations and shopping as of this past Sunday.

**Donate** Sunday - Thursday, 9am - 11am

**Shop** Sunday - Thursday, 12pm - 5pm  
Friday, 9am - 5pm

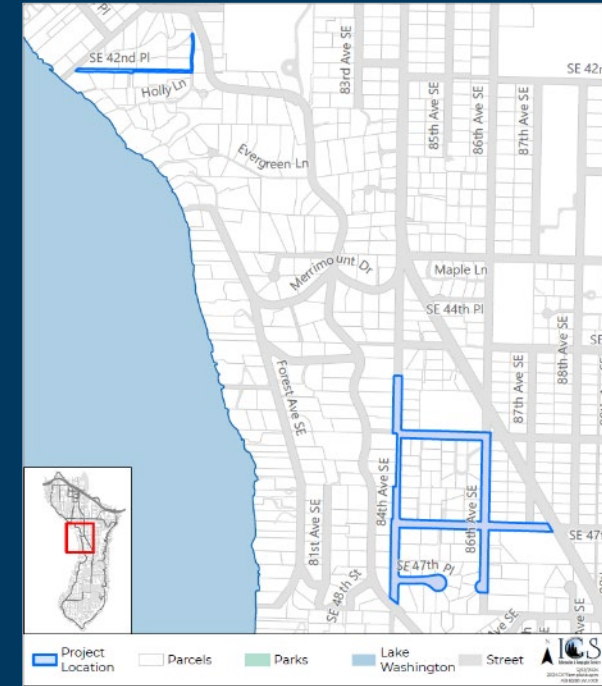
- Thank you for continuing to support the Shop throughout the closure by sharing our updates and shopping our online shop. We are happy to have our doors open again.
- Please drive slowly through the parking lot as it is an active construction site. And stay tuned for when the after-hours clothing donation bins return to the community.



# Water System Improvements

Item 1.

- This project replaces over 6,000 linear feet of undersized and aging cast iron water mains and makes improvements to our storm infrastructure along 86<sup>th</sup> Ave SE and 84<sup>th</sup> Ave SE.
- Staff held a preconstruction meeting on February 14 with the City's contractor, Kar-Vel Construction.
- The contractor already set up some equipment and a storage container on site and plans to begin work by early next week.
- Letters were sent out to the affected residents mid-January about the project and provided contact information for City staff associated with the project.



# Repairs to Turf Damage

- With the turf damage caused by European Chafer beetles, birds, and racoons this past fall and winter, Parks crews have been working on repairing the damage at Aubrey Davis Park and South Mercer Playfields.
- This includes breaking up the clumps of sod, leveling out the surface, adding soil, and seeding.
- As weather warms up and we are able to turn on our irrigation systems, we will start to see these areas improve.
- Watch for more public messaging on this soon.





# Upcoming Events



# Spring Recycling Event Returns

- Join us Saturday, March 29 from 9:00am to 3:00pm at the Mercer Island Boat Launch to safely dispose of old equipment, hardware, appliances, and other household items.
- It's easy to participate - simply drive up and unload eligible items for recycling and disposal.
- You can learn more about what's accepted on our website.



**2025 Spring Recycle Event**



Saturday, March 29, 2025 | 9am-3pm  
 Location: MI Boat Launch | 3600 E Mercer Way

**PLEASE BRING YOUR:**

Confidential Document Shredding (5 box limit) | Tires\* | Styrofoam | Propane Tanks\* | Electronic Equipment | Scrap Metal\* | Lead Acid & Households Batteries | Porcelain Toilets & Sinks\* | BBQs | Mattresses\* | Appliances, Refrigerators & Freezers\* | Lawnmowers | TVs, Computers, & Monitors | Printers & Copiers\*

**DONATE TO MIYFS FOOD SECURITY PROGRAMS!**  
 Mercer Island Youth and Family Services (MIYFS) has been working hard to keep up with increased demand in emergency assistance. The MIYFS Foundation will be at the event to accept monetary (cash/credit/check) donations to support providing food to families. We also accept any unused or partially used gift card to distribute to Emergency Assistance program participants. All donations are tax deductible and go towards helping Islanders in need.

**PRICE LIST**

Air Conditioner: \$35  
 Refrigerator/Freezer: \$35  
 Mattress/Boxspring: \$35  
 Propane Tank [residential only]: \$10  
 Tires [Up to 6 free | >6]: \$3-\$30  
 Toilets and sinks: \$25  
 Water heater w/ insulation: \$15  
 Printer/Copier: \$5

\* Fees may apply. See below  
**CASH ONLY!**

[mercerisland.gov/publicworks/page/spring-2025-recycling-event](https://mercerisland.gov/publicworks/page/spring-2025-recycling-event)






# Mobile Blood Drive

- The Recreation Team has joined forces with Bloodworks Northwest and the Chamber of Commerce to provide a mobile blood drive at the MICEC on Monday, March 10, from 10:30am to 4:30pm.
- Appointments are encouraged for the best possible donation experience. And remember to eat a good meal and drink plenty of fluids prior to a donation!
- Go to [bloodworksnw.org/giveblood](https://bloodworksnw.org/giveblood) to schedule.

**DONATE BLOOD.  
DONATE LOCAL.**

IT TAKES LESS THAN AN HOUR.



**MERCER ISLAND COMMUNITY  
AND EVENTS CENTER**  
Mercer Room | 8236 SE 24th St. Mercer Island



**Monday, March 10  
10:30 am to 4:30 pm**

Scan the QR code to book your one hour appointment,  
or click this link [bloodworksnw.org/giveblood](https://bloodworksnw.org/giveblood)


Appointments are required for the best possible donation experience.  
Same-day appointments available at most locations. Photo ID required.

For safety, we kindly request no visitors under 16 at our donation sites.  
Eat a hearty meal and drink plenty of fluids prior to donation.

Local Donors.  
Local Patients.



Make an appointment today.  
800-398-7888 | [bloodworksnw.org/giveblood](https://bloodworksnw.org/giveblood)





# Some Good News



# Senior Resource Fair

- Last Saturday, Island seniors, their care partners, and families joined us for the second annual Senior Resource Fair at the MICEC.
- We had information on staying active, health and safety discussions, support and respite services, volunteer opportunities and social connections from over 55 vendors!
- Thank you to our sponsors: Aljoya, Northwest Parkinson's Foundation, NM Entertainment, Visiting Angels King County, Vineyard Park Mercer Island, Tina Terada – Windermere Bellevue Commons, Medtronic and Belle Harbour.



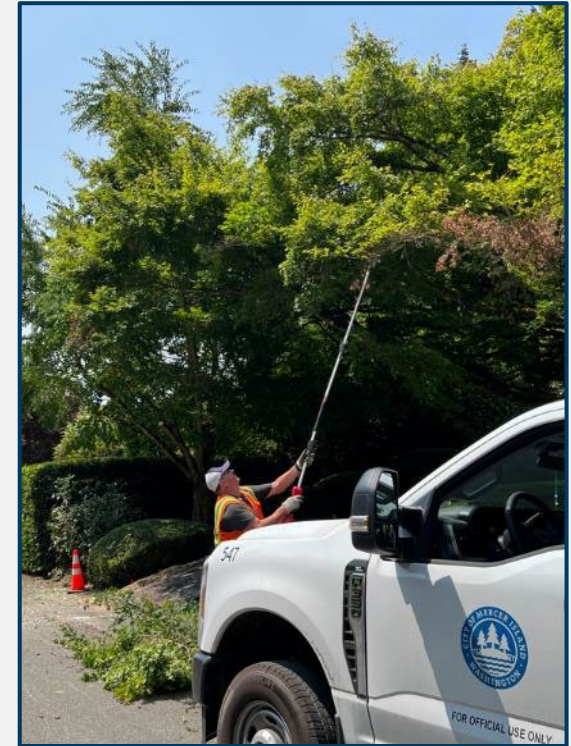
Item 1.





# Seasonal Job Fair Success!

- Human Resources recently partnered with hiring managers in Public Works to host a Seasonal Job Fair at the Mercer Island Community and Event Center at the end of February.
- The event drew approximately 31 candidates across two sessions.
- The Utility team successfully filled both of its seasonal vacancies.
- The Park Maintenance and Trails and Restoration teams have identified a shortlist of candidates and will conduct additional interviews in the coming weeks.
- Overall, the event was a success, and we look forward to hosting similar opportunities in the future!



**Thank you!**



**Question & Answer Matrix**  
**March 4, 2025 - City Council Meeting**

Log #	AB No.	Received From	Question	Staff Response
1	6630	Jacobson	Is CTR an unfunded mandate??	State law (established in 2006) requires that regional planning organizations must create and implement a CTR plan to describe current commuting conditions. There is no funding associated with this mandate. There may be grant funding available for CTR-related work, but it is not guaranteed.
2	6630	Jacobson	If so, what are the costs of complying with it??	Identified in Exhibit 1, the estimated annual cost of the CTR program is \$15,650 which includes financial and program management; CTR for City employees; involvement in comprehensive, regional transportation, and transit planning; transportation demand management technical assistance to capital projects.
3	6630	Jacobson	Where are the “Russian Community neighborhood” and the “northeast neighborhood (Pacific Islanders concentration” located??	Thank you for flagging this, we had an error in the AB, which has since been corrected to read as follows:  “By centering the experiences of the senior and elderly population, people with disabilities, and the immigrant communities on the Island in the CTR program and other transportation initiatives, the City’s CTR program will advance equity, which is a goal of the region and the state.”
4	6630	Jacobson	How is the City “...bringing these neighborhoods up to par with the rest of the City”??	See #3 above.
5	6630	Jacobson	What is the basis for the statement, “By 2050, the Puget Sound region will grow by another 1.6 million people”??	This growth projection is based on the <a href="#">Puget Sound Regional Council's (PSRC) VISION 2050 plan</a> .
6	6633	Jacobson	Is HB 2220 an unfunded mandate??	Yes, HB 1220 is an unfunded mandate. It requires local jurisdictions to adopt comprehensive plan goals and policies and development regulations. The legislature did not provide funding for local jurisdictions’ staff time and other costs associated with the new requirements.

Log #	AB No.	Received From	Question	Staff Response
7	6633	Jacobson	What are the costs incurred for staff time required to comply with HB 1220??	<p>Incurred costs from HB 1220 have not been specifically tracked. However, staff time spent on developing and implementing measures for compliance are, at a minimum, in the hundreds of hours. Additionally, there has been significant City Council and Planning Commission time spent reviewing and deliberating on the draft Housing Element and code changes.</p>
8	6634	Reynolds	In several places you reference “current seats needed”. Is there a 1:1 correspondence between this count and employee count, or does this contemplate hoteling (shared spaces)?	<p>No, there is not a 1:1 correspondence. It really depends on the position. Here are some examples of staff groups and how the needs vary:</p> <ul style="list-style-type: none"> <li>• IT/GIS: these staff positions all require a dedicated work area/desk.</li> <li>• Maintenance Field Staff: These positions require shared spaces with shared computers and/or docking stations so that they have access to email and other resources. We’re looking at a “hub model” for these types of positions.</li> <li>• Maintenance Supervisors/Managers: These positions need a dedicated work area/desk.</li> <li>• Police: Considerable range on this response – we need dedicated offices and/or work areas for many police positions, but given the shift nature of the work, some positions will have shared work areas.</li> </ul> <p>The design team is meeting with all of the staff teams that will be occupying the PSM during the month of March. We will be drilling down further on the interior layout and organization and will have more information to share with the City Council at the April/May meetings.</p>
9	6634	Reynolds	Please explain why the PD needs 21 vehicles. What is the maximum head count of PD people on duty at any given time?	<p>The PD needs 21 parking spots for our current number of vehicles, this includes Patrol, Support Officer, Detectives, support vehicles, Chief, Commanders, and three cargo trailers. Marine boat trailers have been moved up to the PW equipment lot. 12 of these vehicles are dedicated to a single user or purpose, such as the marine patrol truck or the detective cars, these vehicles are not used by patrol. In typical operational conditions the City has 13 PD staff working at any given time.</p>



Log #	AB No.	Received From	Question	Staff Response
10	6634	Reynolds	Why are 34 PD spaces being provided when only 21 are needed?	The 34 PD spaces include the 21 spaces needed for PD vehicles in addition to 11 spaces for secured staff personal vehicles or other potential future PD vehicle storage needs. The PD has up to six patrol staff on at any one time plus another seven staff to include Records, Evidence, EM, Detectives, Support Officer, Administration. The 21 plus 13 spaces equal the 34 spaces that are being requested based on current needs.
11	6634	Jacobson	Where is the overall project schedule??	<p>Here is the high-level schedule:</p> <ul style="list-style-type: none"> <li>Complete Schematic Design – June 2025</li> <li>GC/CM - Application Process – June to November 2025</li> <li>Bond Measure Vote – November 2025</li> <li>City Hall Demolition, Pre-Construction Work, Initial Staging – Early 2026</li> <li>Complete Design and Permitting – 2026</li> <li>Groundbreaking – Late 2026</li> <li>Project Completion – 2028/2029</li> </ul> <p>The project completion date is non-specific right now as we continue to contemplate design and phasing. Pursuing the GC/CM process is one way we anticipate we can shorten the overall construction schedule.</p>
12	6634	Jacobson	Pp14- Isn't the PSM Building intended to also house IT/GIS and supporting infrastructure for those activities??	Yes, the PSM building will house IT/GIS and supporting infrastructure (Servers, etc.). Those teams and supportive infrastructure were also housed in the old City Hall building.
13	6634	Jacobson	Pp 14-How many spaces are contemplated for the Public & Staff Parking area??	Approximately 120 spaces, with the balance of code-required parking located elsewhere on-site.

Log #	AB No.	Received From	Question	Staff Response
14	6634	Jacobson	Pp 14-What sort of force protection is contemplated for the PSM Building??	<p>As a subject area, force protection covers a lot of ground, from vehicular standoff distances and interdiction devices, to blast mitigation at building lobbies and vestibules. Specific to this facility, and police departments, are provisions that include controlled access points, bullet resistant glazing on exposed fenestration in PD areas, secure perimeter fencing (heights TBD with the City), and surveillance systems, among other strategies.</p> <p>A discussion on force protection is important and should be “right-sized” to the facility’s needs and site. The Design team can return this to this subject a future meeting in more detail.</p>
15	6634	Jacobson	Is there an exit road on the east aide of the property?? If not, why not??	The property currently has two exits on the west and east side of the property, both exiting to SE 36th street.
16	6634	Jacobson	Pp 14-How many parking spaces are planned on the south side of the PSM Building??	There are 34 parking spaces directly connected to the south of the PSM building. This is secured parking for MIPD vehicles and secured parking for MIPD staff personal vehicles.
17	6634	Jacobson	Your Comparison of Existing and Proposed Building areas is misleading: what square footage in the former City Hall was devoted to activities which would now be located in the PSM Bldg??	You are correct, we provided a high flyover of the space comparisons, but it is heavily nuanced, and we need more time to do complete the “apples to apples” analysis. The Design Team will be following up on this at the April/May meeting.
18	6634	Jacobson	Which is covered square footage is correct: “approximately 14,000” or 12,200--the total of 5 areas individually labelled??	The 12,200 square foot figure is correct. We will correct this in the slide deck.

Log #	AB No.	Received From	Question	Staff Response
19	6634	Jacobson	The proposed weathering cover depicted on page 29 appears to be wood framing. What's the useful life of such a wood structure open to elements??	<p>All images included in the presentation, including on page 29, are intended as concept-level representations. These images do not represent technical detailing, nor do those specific images represent the roofing/waterproofing system that we would anticipate employing.</p> <p>We would anticipate unenclosed weathering covers, like the one shown in the concept image, to be roofed with either 1) a built-up 2-ply SBS roof, or 2) a Thermoplastic or an 80-mil TPO membrane (if the stormwater on the roof were to be collected and reused on-site). The perimeter edges, the vertical faces, of the canopy structure would likely be covered by a vertically set seamed metal roofing, to allow straightforward detailing with flashing/counterflashing at roofing membranes above and drip extensions past the face of timber below, and to provide for expected expansion and contraction within the system. In this manner, identical to a roof over a mass timber building, the mass timber structure is protected from the elements for the lifespan of the roofing system.</p> <p>Generally, for SBS, KEE, and TPO roofing we would suggest planning 20-to-30-years with increasing maintenance over time before replacement- when the clock starts again on longevity. As you know, proper roof maintenance and eventual replacement are key to the longevity of any structure. For a mass timber structure, detailed as described to prevent direct wetting conditions, and with the right species selection for the climate zone, the expected lifespan would mirror that of roofing maintained in good order.</p>
20	6634	Jacobson	What are the Public Works square/cubic footage storage needs??	To achieve needed storage and coverage, the proposed PSM Facility includes 11,700 SQFT/191,200 CUFT of storage in the Operations Building. There is an additional 18,000 CUFT of cantilever racking storage capacity in the PW covered parking facility. There is 62,000 SQFT of covered storage for PW equipment and vehicles across the PSM Facility.

Log #	AB No.	Received From	Question	Staff Response
21	6634	Jacobson	Do the workshop areas include vehicle lifts??	Yes. The City currently uses mobile vehicle lifts. It is still to be determined whether the operations building will continue to use mobile lifts vs built in vehicle lifts.
22	6634	Jacobson	What are the comparative costs of the 3-D automated pallet shuffle systems and autonomous mobile robots and simple shelving loaded and unloaded by forklifts?? (pp 52)	<p>Those slides were included as a follow-up to a councilmember question from the last meeting. We have not prepared a cost analysis of those systems yet, as we're not convinced that use of these systems make sense for this building and this operation.</p> <p>Generally, the automated or robotic systems are designed for larger facility use cases, where the movement of pallets and vehicles is precisely timed. This presents a very different use case than the daily operations related to material, equipment, and tool storage for Public Works maintenance and operations teams.</p>
23	6634	Jacobson	How many parking spaces would each of the expansion scenarios consume??	<p>Scenario 1 as shown on slide 90 would remove approximately 14 parking spaces. However, that parking capacity could be replaced by expanding the parking lot further to the north.</p> <p>The impact on parking is not specified in Scenario 2, and the parking impact would depend on if the parking lot to the north of the PSM building was expanded to make up any lost capacity of moving the PSM building forward and if the space generated to the south of the PSM building was used for staff parking, additional capacity for City fleet parking, or material/equipment storage.</p>
24	6634	Jacobson	Wouldn't scenario 1 also require redesigning the ingress and egress routes??	Yes, we anticipate a number of design changes if the location of the primary building changes. This is the reason this discussion was brought forward now.

Log #	AB No.	Received From	Question	Staff Response
25	6634	Jacobson	Does the PSM Design Team seriously believe that any contracting method other than GCCM would be suitable for a project of this many moving parts?? If so, what's the reasoning??	GC/CM is the better option.  Traditional design-bid-build may need to be considered if the initial bond measure is not successful. Or, the City will need to identify resources to cover the upfront costs of the GC/CM process.
26	6634	Jacobson	Isn't the reality that the City is not equipped by training, experience and/or staff breath and depth to manage a project of this magnitude and complexity??	The City Manager disagrees with this comment. A number of staff, including the City Manager, have led/managed projects of this scale.
27	6634	Jacobson	What's the downside, if any, of pursuing early CPARS approval of GCCM for this project??	The challenge is primarily related to project funding. The State prefers that project funding be secured for approval of the GC/CM process. The bond is anticipated for the ballot in November 2025 and the City Council will make a decision no later than July to place this measure on the ballot. We believe that approval of the bond ordinance will demonstrate to the State that we are pursuing committed funding. The plan is to apply for GC/CM approval once the City Council approved the ballot measure ordinance.
28	6636	Reynolds	Please recap any new categories of fees and recap any changes of more than 10%. Alternatively, please provide a track changes version.	The only change to the Fee Schedule was to the Impact Fees section to include middle housing/ADU fees. The tracked changes are shown at the end of this matrix.
29	6640	Reynolds	Invoice 202956: What are these payments for?	These are the 2025 assessments for insurance coverage from Washington Cities Insurance Authority: Auto Physical Damage      13,805 Equipment Breakdown      6,368 Crime/Fidelity              1,944 Liability                      1,413,726 Property                      242,125 <b>TOTAL                      \$1,677,968</b>

Log #	AB No.	Received From	Question	Staff Response																								
30	6640	Reynolds	Invoice 202962 and 202963: What are these payments for?	These are payments made to the Department of Retirement Systems for employer and employee contributions to employee retirement accounts for January 2025.																								
31	6640	Reynolds	Invoice 203008: What are these payments for?	<p>Merchant fees refer to Visa/Mastercard interchange fees charged to the Merchant, the City, to process credit card payments. These are monthly statement fees and are based on merchant processing agreements. Merchant agreement fees typically include a per transaction fee as well as a fee based on a percentage of the total sale transaction. The single payment on the claims report is a summary total covering merchant processing for:</p> <ul style="list-style-type: none"> <li>• Utility Billing payments by credit card</li> <li>• Utility billing payments by ACH</li> <li>• Permit fees paid by credit card</li> <li>• Permit fees paid by ACH</li> <li>• Permit fees paid by credit card to MBP.com</li> <li>• Thrift Shop payments by credit card</li> <li>• Recreation payments by credit card</li> <li>• Boat launch payments by credit card</li> </ul> <p>Previously, these same fees were shown in multiple line items on the AP EFT Report. They are summarized into one in ERP.</p> <table border="1"> <thead> <tr> <th>Date</th> <th>Description</th> <th>Dollar Amount</th> </tr> </thead> <tbody> <tr> <td>12/2/2024</td> <td>Preauthorized ACH Debit CAYAN GLOBAL PAYGLOBAL Merchant Fees - Thrift Shop STL930553411164783</td> <td>\$ 13,433.73</td> </tr> <tr> <td>12/2/2024</td> <td>Preauthorized ACH Debit BANKCARD MERCH FEES Merchant Fees - Utility Billing DIRECT WITHDRAWAL MERCHANT</td> <td>10,716.72</td> </tr> <tr> <td>12/2/2024</td> <td>Preauthorized ACH Debit S 8039720340 Merchant Fees - Recreation</td> <td>3,862.91</td> </tr> <tr> <td>12/2/2024</td> <td>Preauthorized ACH Debit MERCHANT SVCS MERCH FEE Merchant Fees - MBP.com 00000000259217</td> <td>1,945.95</td> </tr> <tr> <td>12/2/2024</td> <td>Preauthorized ACH Debit MERCHANT SVCS MERCH FEE Merchant Fees - Boat Launch 8037460410</td> <td>110.52</td> </tr> <tr> <td>12/2/2024</td> <td>Preauthorized ACH Debit PAYA TRX FEES Merchant Fees - Utility Billing TRANSACTION FEES</td> <td>18.00</td> </tr> <tr> <td></td> <td>PAYA TRX FEES Merchant Fees - Utility</td> <td></td> </tr> </tbody> </table>	Date	Description	Dollar Amount	12/2/2024	Preauthorized ACH Debit CAYAN GLOBAL PAYGLOBAL Merchant Fees - Thrift Shop STL930553411164783	\$ 13,433.73	12/2/2024	Preauthorized ACH Debit BANKCARD MERCH FEES Merchant Fees - Utility Billing DIRECT WITHDRAWAL MERCHANT	10,716.72	12/2/2024	Preauthorized ACH Debit S 8039720340 Merchant Fees - Recreation	3,862.91	12/2/2024	Preauthorized ACH Debit MERCHANT SVCS MERCH FEE Merchant Fees - MBP.com 00000000259217	1,945.95	12/2/2024	Preauthorized ACH Debit MERCHANT SVCS MERCH FEE Merchant Fees - Boat Launch 8037460410	110.52	12/2/2024	Preauthorized ACH Debit PAYA TRX FEES Merchant Fees - Utility Billing TRANSACTION FEES	18.00		PAYA TRX FEES Merchant Fees - Utility	
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Log #	AB No.	Received From	Question	Staff Response																								
32	6640	Reynolds	Invoice 203031: What are these payments for?	<p>This is the payment of the monthly WA St DOR Excise tax. It includes remittance of the following taxes due to WA State each month:</p> <ul style="list-style-type: none"> <li>• Sales tax collected on retail sales at the Thrift Shop and at the MICEC and recreation registrations</li> <li>• Business &amp; Occupation taxes due for retail sales at the Thrift Shop and at the MICEC and recreation registrations</li> <li>• Use tax due for any purchases of goods and services by the City where Sales tax was not paid to the vendor, but would have been due (out of state purchases)</li> <li>• Remittance of Water Public Utility Excise Taxes</li> <li>• Remittance of Sewer Public Utility Excise Taxes</li> <li>• Remittance of Business &amp; Occupation taxes due for Stormwater Utility earnings.</li> </ul> <p>This used to show up on the EFT Accounts Payable report like this:</p> <table border="1"> <tr> <td>12/23/2024 Preauthorized ACH Debit</td> <td>WA DEPT REVENUE TAX PYMT</td> <td>Excise Tax</td> <td>97,005.15</td> </tr> <tr> <td></td> <td>Water Fund</td> <td>\$</td> <td>50,814.53</td> </tr> <tr> <td></td> <td>Sewer Fund</td> <td>\$</td> <td>26,260.72</td> </tr> <tr> <td></td> <td>Stormwater Fund</td> <td>\$</td> <td>4,929.99</td> </tr> <tr> <td></td> <td>Thrift Shop</td> <td>\$</td> <td>12,468.11</td> </tr> <tr> <td></td> <td>General</td> <td>\$</td> <td>2,531.80</td> </tr> </table> <p>The breakdown by Fund is now detailed on the AP report by Org Key.</p>	12/23/2024 Preauthorized ACH Debit	WA DEPT REVENUE TAX PYMT	Excise Tax	97,005.15		Water Fund	\$	50,814.53		Sewer Fund	\$	26,260.72		Stormwater Fund	\$	4,929.99		Thrift Shop	\$	12,468.11		General	\$	2,531.80
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	General	\$	2,531.80																									
33	6640	Reynolds	Invoice 202560: Is this a typical amount for jail services? If not, why is it so high this month?	<p>This amount is standard for jail services from the City of Issaquah. This specific payment was for November 2024 jail services and covered the City's one guaranteed bed fee, which was utilized. It also covered an additional 13 days of housing for another booking. In addition, this billing included \$2,761 in medical fees. It is difficult to predict medical expenses as not all subjects require medical attention. The City attempts to minimize medical fees by refusing to book individuals or finding a facility that can treat them medically (i.e. SCORE Jail).</p>																								

Log #	AB No.	Received From	Question	Staff Response
34	6640	Reynolds	Invoice 202652: Is this the install fee for ONE bench? How much were we reimbursed by the donor?	This invoice is for the manufacturing and delivery of 5 benches - 3 of the “black steel” benches for the Luther Burbank Plaza and 2 “recycled wood” benches for other areas. One of the wood benches was installed at Clarke Beach recently, and the City received \$3,500 in donations for it. Donors for the other benches are not identified yet but due to demand for bench donations, it’s beneficial to have them on hand because lead times are long, and the installation window is short.
35	6640	Reynolds	Invoice 2021781, and subsequent: Are we confident that we are not violating HIPAA by revealing names and amounts? I am not an attorney and this is not my area of expertise, but I suspect it may be. (Apologies if I have asked this before and there is a good reason this is not a problem. If not, apologies for NOT asking it before.)	We are not violating HIPAA by stating that LEOFF 1 Retirees receive reimbursement for medical care as we are required to reimburse them under state law. If we were to reveal what the reimbursement is specifically for, that would be a violation.
36	6640	Jacobson	Invoice 203029- What is the amount of the City’s annual payments to AWC??	<p>Invoice 203008 is for the January 2025 employee insurance benefits (medical, dental, vision, life insurance, etc.) costs.</p> <p>Each year, the City pays AWC (Association of Washington Cities) the following fees:</p> <ul style="list-style-type: none"> <li>• <u>AWC Workers' Comp Retro Program - \$30,257.41</u>                      AWC Workers’ Comp Retro Program is a voluntary financial incentive program that helps employers reduce their industrial insurance costs through improved claims experience and refunds. They offer the Retro Pool and the Safety Alliance, the service-only program.</li> <li>• <u>AWC Drug &amp; Alcohol Consortium - \$2,620.00</u>                      The AWC Drug &amp; Alcohol Consortium helps members stay in compliance with federal drug and alcohol testing requirements. The D&amp;A Consortium allows members to participate in the random testing pool and access additional testing services required by the regulations. These services are provided at the same discounted price that the D&amp;A</li> </ul>

Log #	AB No.	Received From	Question	Staff Response
				<p>Consortium is charged. Computer software randomly generates test subject names from the entire pool of D&amp;A Consortium members.</p> <ul style="list-style-type: none"> <li><u>AWC Annual City Membership - \$21,487.00</u>                      Association of Washington Cities (AWC) is a private, nonprofit, nonpartisan corporation that represents Washington's cities and towns before the state legislature, the state executive branch and with regulatory agencies. Membership is voluntary. However, AWC consistently maintains 100% participation from Washington's 281 cities and towns.</li> </ul> <p>AWC works with city officials to ensure decision makers know that the state is only as strong as its cities and towns. Their advocacy tools include timely updates, in-depth analysis, and trainings for a stronger grassroots effort. They provide education for municipal leaders, offering trainings that are relevant in today's fast-paced, dynamic world. Their research and publications help city leaders make fact-based decisions, identify trends, and explore new ways to approach city issues. The pooling of like employers keeps overall costs lower and more predictable, allowing members more time to invest in their community. Their programs include the AWC Employee Benefit Trust, AWC Risk Management Service Agency, AWC Workers' Comp Retro, and AWC Drug &amp; Alcohol Consortium.</p> <p>The annual membership fee is based upon population.</p>
37	6640	Jacobson	What, if any benefit(s) does the City receive from AWC??	See #36 above.
38	6640	Jacobson	Invoice 202524-D & A Consortium Fee-What goods/services did/does the City receive for this expenditure??	See #36 above.



**Question & Answer Matrix**  
**March 4, 2025 - City Council Meeting**

Log #	AB No.	Received From	Question	Staff Response
39	6640	Jacobson	Invoice 5451_ What goods/service does/will the City receive for this expenditure??	If you are referring to invoice #202541, this is the annual maintenance and support fee for the CivicOptimize software. The Recreation Division uses this software to create online forms to streamline applications for facility rentals, athletic field use requests, special events, and recreation program proposals. These forms gather essential information for staff, significantly reducing the need for back-and-forth communication with patrons and saving valuable time.
40	6640	Jacobson	Invoice 202572-What goods/services does/will the City receive for this expenditure??	This is the annual fee for the software that backs up text messages on City-issued cell phones (Smarsh).

**Question & Answer Matrix**  
**March 4, 2025 - City Council Meeting**

IMPACT FEES		
Type	Basis of Fee	Fee
<b>School Impact Fees</b>		
Single Family <a href="#">and middle housing (1-2 dwellings), per dwelling unit</a>	School impact fees reduced to zero by MISD 8/2020	\$0
Multi Family <a href="#">and middle housing (3 or more dwellings), per dwelling unit</a>		\$0
<a href="#">Accessory Dwelling Unit, per dwelling unit</a>		<del>\$0</del>
<b>Transportation Impact Fees</b>		
Single Family <a href="#">and middle housing (1-2 dwellings), per dwelling unit</a>	2022 Transportation Impact Fee Rate Study (Fehr and Peers)	\$4,388.23
Multi Family <a href="#">and middle housing (3 or more dwellings), per dwelling unit</a>		\$1,961.12
<a href="#">Accessory dwelling unit, per dwelling unit</a>		<del>\$1,961.12</del>
Senior Housing, per dwelling unit		\$1,307.06
Care Facility, per dwelling		\$980.56
Lodging, per guest room		\$2,754.66
Commercial Services, per square foot of gross floor area		\$8.22
Auto Service Center, per square foot of gross floor area		\$9.62
Bank, per square foot of gross floor area		\$63.75
School, per student		\$654.06
Daycare, per square foot of gross floor area		\$5.19
Institutional, per square foot of gross floor area		\$3.17
Light Industry/Industrial Park per square foot of gross floor area		\$2.34
Warehousing/Storage, per square foot of gross floor area		\$0.85
Restaurant, per square foot of gross floor area*		\$20.39
Quick Restaurant/Coffee Shop, per square foot of gross floor area*		\$73.17
General Retail, per square foot of gross floor area*		\$25.30
Supermarket, per square foot of gross floor area*		\$31.75
Gas Station, per pump		\$37,835.11
Administrative Office, per square foot of gross floor area		\$6.72
Medical/ Dental Office, per square foot of gross floor area	\$18.34	
Recreation, per square foot of gross floor area	\$0.21	
*These retail and restaurant uses are exempt from paying impact fees; City pays Transportation Impact Fee Fund.		
<b>Park Impact Fees</b>		
Single Family <a href="#">and middle housing (1-2 dwellings), per dwelling unit</a>	2022 Parks Impact Fee Rate Study (BERK)	\$6,416.97
Multi Family <a href="#">and middle housing (3 or more dwellings), per dwelling unit</a>		\$3,996.21
<a href="#">Accessory Dwelling Unit, per dwelling unit</a>		<del>\$3,208.48</del>



# BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6626**  
**March 4, 2025**  
**Consent Agenda**

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6626: February 10, 2025, 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
<b>RECOMMENDED ACTION:</b>	Approve the February 10, 2025, Payroll Certification in the amount of \$981,899.35.	

<b>DEPARTMENT:</b>	Administrative Services
<b>STAFF:</b>	Ali Spietz, Chief of Administration Nicole Vannatter, Human Resources Manager
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. February 10, 2025, Payroll Certification 2. FTE/LTE Counts
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

## EXECUTIVE SUMMARY

This agenda bill is to approve the payroll certification for the City of Mercer Island for the period from January 16, 2025, through January 31, 2025 in the amount of \$981,899.35. (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 semi-monthly payroll schedule with payments on the 10<sup>th</sup> and 25<sup>th</sup> of each month.



**ISSUE/DISCUSSION**

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

**Additional payments:**

Description	Amount
Leave cash outs for current employees	\$10,382.13
Leave cash outs for terminated employees	\$9,748.80
Service and recognition awards	\$800.00
Overtime earnings (see chart for overtime hours by department).	\$13,078.75
<b>Total</b>	<b>\$34,009.68</b>

**Overtime hours by department:**

Department	Hours
Administrative Services	0.75
City Attorney’s Office	
City Manager’s Office	
Community Planning & Development	
Finance	11.00
Municipal Court	
Police	74.25
Public Works	68.00
Thrift Shop	
Youth & Family Services	
<b>Total Overtime Hours</b>	<b>154.00</b>

**NEXT STEPS**

**FTE/LTE COUNTS**

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

Casual Labor

In addition to FTE and LTE employees, the City utilizes casual labor to address workload needs that exceed the capacity or expertise of the City’s regular staff and that are time limited or seasonal. Casual labor is used primarily to address seasonal workload needs and short-term workload issues created by special projects or position vacancies. Compared to an LTE position, a casual labor position has limited benefits and is filled for a shorter period 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 Store.

**RECOMMENDED ACTION**

Approve the February 10, 2025, Payroll Certification in the amount of \$981,899.35 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** **1.31.2025**  
**PAYROLL DATED** **2.10.2025**

Net Cash	\$	672,973.69
Net Voids/Manuals	\$	(6,295.60)
<b>Net Total</b>	<b>\$</b>	<b>666,678.09</b>
Federal Tax Deposit	\$	109,303.23
Social Security and Medicare Taxes	\$	73,884.30
State Tax (California & Oregon)	\$	682.52
Family/Medical Leave Tax (California & Oregon)	\$	(5.69)
Public Employees' Retirement System (PERS Plan 2)	\$	37,433.00
Public Employees' Retirement System (PERS Plan 3)	\$	10,818.84
Public Employees' Retirement System (PERSJM)	\$	705.37
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	\$	17,503.51
Regence & LEOFF Trust Medical Insurance Deductions	\$	12,943.75
Domestic Partner Medical Insurance Deductions	\$	1,029.64
Kaiser Medical Insurance Deductions	\$	1,126.16
Health Care - Flexible Spending Account Contributions	\$	1,706.99
Dependent Care - Flexible Spending Account Contributions	\$	529.89
ICMA Roth IRA Contributions	\$	568.77
ICMA 457 Deferred Compensation Contributions	\$	42,060.43
Garnishments (Chapter 13)	\$	572.00
Child Support Wage Garnishment	\$	564.45
Mercer Island Employee Association Dues	\$	257.50
AFSCME Union Dues	\$	-
Police Union Dues	\$	-
Standard - Supplemental Life Insurance	\$	-
Unum - Long Term Care Insurance	\$	215.65
AFLAC - Supplemental Insurance Plans	\$	238.52
Transportation - Flexible Spending Account Contributions	\$	50.00
Oregon Transit Tax and Oregon Benefit Tax	\$	8.71
Washington Long Term Care	\$	3,023.72
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$</b>	<b>315,221.26</b>

<b>TOTAL GROSS PAYROLL</b>	<b>\$</b>	<b>981,899.35</b>
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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.



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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.

34		
Mayor		Date

## FTE AND LTE COUNTS AS OF 1/31/2025

Full Time Equivalents (FTEs)	2025 Budgeted	2025 Actual
Administrative Services	14.50	14.50
City Attorney's Office	2.00	2.00
City Manager's Office	3.00	3.00
Community Planning & Development	17.00	17.00
Finance	9.00	9.00
Municipal Court	3.10	3.10
Police	37.50	35.00
Public Works	64.00	61.00
Recreation	10.25	10.25
Youth & Family Services	11.93	11.93
Thrift Shop	3.00	3.00
<b>Total FTEs</b>	<b>175.28</b>	<b>169.78</b>
Limited Term Equivalents (LTEs)	2025 Budgeted	2025 Actual
Administrative Services	1.00	1.00
City Manager's Office	1.00	1.00
Community Planning & Development	2.00	1.00
Public Works	4.75	0.75
Youth & Family Services	2.83	1.83
Thrift Shop	6.50	5.00
<b>Total LTEs</b>	<b>18.08</b>	<b>10.58</b>
<b>Total FTEs &amp; LTEs</b>	<b>193.36</b>	<b>180.37</b>

FTE Vacancies:	
1.0	Capital Parks Manager
2.0	Police Officer
0.5	Police Records Specialist
1.0	Public Works Admin Assistant
1.0	Utilities Team Member





# BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6640**  
**March 4, 2025**  
**Consent Agenda**

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6640: Certification for Claims Paid January 18, 2025 through January 31, 2025	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Approve the Accounts Payable Certification for claims paid January 18, 2025 through January 31, 2025 in the amount of \$4,239,943.11.	

<b>DEPARTMENT:</b>	Finance
<b>STAFF:</b>	Matt Mornick, Finance Director LaJuan Tuttle, Deputy Finance Director
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Accounts Payable Claims Certification 2. Accounts Payable Report by Check Number 3. Accounts Payable Report by Organization
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

## EXECUTIVE SUMMARY

This agenda bill introduces the Accounts Payable claims reporting formatting for accounts payable checks as well as direct disbursements including wire transfers and electronic fund transfer (EFT/ACH). Each City Council meeting staff provides certification of claim reports detailing all payments processed for furnished materials, rendered services, and labor that was performed over the prior period. These new reports are the result of the City’s official transition to new financial management software as of January 21, 2025.

## BACKGROUND

*Claims* refer to all external payments that are made to satisfy the obligations of the City, regardless of how payments are processed (e.g., through warrants, checks, EFTs, etc.). [RCW 42.24.080](#) requires that all claims presented against the City must be certified by the appropriate official to ensure that the claims are just, true, and unpaid obligations against the City, before payment can be made.

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

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

On January 21, 2025, the City officially launched a new financial management software system called Enterprise ERP. Additional functionality with Enterprise ERP allows claims reporting for printed paper checks and multiple types of electronic payments to be combined into a single AP Claims report.

## ISSUE/DISCUSSION

The Enterprise ERP claims reports – *Accounts Payable Report by Check Number* (see Exhibit 1) and the *Accounts Payable Report by Organization* (see Exhibit 2) – have a new look and additional information.

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

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

- Type **M** are Enterprise ERP direct disbursements. These are wire transfers and ACH payments that were previously reported on the Accounts Payable EFT Report. Note that “check” numbers are single digits to easily identify them as distinct from printed checks.
- Type **P** are printed accounts payable checks.
- Type **V** are voided accounts payable checks. The report will show the original check amount in the corresponding detail, but the check total is listed as \$0.00.

## NEXT STEPS

Staff will present the updated claims reports at all regularly scheduled City Council meetings.

## RECOMMENDED ACTION

Approve the January 18, 2025 through January 31, 2025 Accounts Payable Certification of Claims in the amount of \$4,239,943.11 and authorize the Mayor to sign the certification on behalf of the entire City Council.

CERTIFICATION OF CLAIMS

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



\_\_\_\_\_  
Finance Director

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Report	Checks	Date	Amount
Direct Disbursements	01-14	January 2025	<b>\$2,648,919.75</b>
Check Register	00222254-00222352	01/17 - 1/31/2025	<b>\$1,591,023.36</b>



## Accounts Payable Report by Check Number

Type	Check #	Vendor	Invoice #	Description	Invoice Amount
M	1	COMCAST	202815	JAN25 COMCAST	\$4,522.72
<b>Check Amount:</b>					<b>\$4,522.72</b>
	2	WA ST DOL	202819	JAN25 DOL DRIVING ABSTRACTS (4)	\$15.00
			202819	JAN25 DOL DRIVING ABSTRACTS (4)	\$15.00
			202819	JAN25 DOL DRIVING ABSTRACTS (4)	\$15.00
			202819	JAN25 DOL DRIVING ABSTRACTS (4)	\$15.00
<b>Check Amount:</b>					<b>\$60.00</b>
	3	WEX INC	202823	JAN25 WEX FUEL	\$13,467.45
<b>Check Amount:</b>					<b>\$13,467.45</b>
	4	NAVIA BENEFIT SOLUTIONS INC	202824	JAN25 NAVIA INVOICES	\$124.70
			202824	JAN25 NAVIA INVOICES	\$10,562.33
<b>Check Amount:</b>					<b>\$10,687.03</b>
	5	UNUM GROUP	202825	JAN25 UNUM	\$372.10
<b>Check Amount:</b>					<b>\$372.10</b>
	6	VEBA	202826	JAN25 VEBA CONTRIBUTION	\$67,891.29
			202826	JAN25 VEBA CONTRIBUTION	\$37,824.14
			202826	JAN25 VEBA CONTRIBUTION	\$36,363.11
<b>Check Amount:</b>					<b>\$142,078.54</b>
	7	ADP INC	202910	JAN25 ADP FEES	\$4,131.06
			202910	JAN25 ADP FEES	\$6,175.25
<b>Check Amount:</b>					<b>\$10,306.31</b>
	8	WA CITIES INSURANCE AUTHORITY	202956	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$848,617.00
			202956	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$497,591.00
			202956	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$57,338.00
			202956	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$47,860.00
			202956	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$226,749.00
			202956	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$132,956.00
			202956	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$15,321.00
			202956	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$12,789.00
			202956	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$1,947.00
			202956	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$23,898.00
<b>Check Amount:</b>					<b>\$1,865,066.00</b>
	9	WA ST DEPT OF	202962	JAN25 DRS PYMT 12.13.2024	\$16,943.30





# Accounts Payable Report by Check Number

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Type	Check #	Vendor	Invoice #	Description	Invoice Amount
		RETIREMENT SYSTEMS	202962	JAN25 DRS PYMT 12.13.2024	\$10,567.22
			202962	JAN25 DRS PYMT 12.13.2024	\$33,535.53
			202962	JAN25 DRS PYMT 12.13.2024	\$31,651.18
			202962	JAN25 DRS PYMT 12.13.2024	\$15,847.75
			202962	JAN25 DRS PYMT 12.13.2024	\$9,394.04
			202962	JAN25 DRS PYMT 12.13.2024	\$7,779.07
			202962	JAN25 DRS PYMT 12.13.2024	\$4,345.84
<b>Check Amount:</b>					<b>\$130,063.93</b>
10		WA ST DEPT OF	202963	JAN25 DRS PYMT 12.27.2024	\$16,606.25
		RETIREMENT SYSTEMS	202963	JAN25 DRS PYMT 12.27.2024	\$10,357.00
			202963	JAN25 DRS PYMT 12.27.2024	\$34,596.02
			202963	JAN25 DRS PYMT 12.27.2024	\$32,473.02
			202963	JAN25 DRS PYMT 12.27.2024	\$16,544.95
			202963	JAN25 DRS PYMT 12.27.2024	\$10,104.97
			202963	JAN25 DRS PYMT 12.27.2024	\$8,527.67
			202963	JAN25 DRS PYMT 12.27.2024	\$4,568.06
<b>Check Amount:</b>					<b>\$133,777.94</b>
11		VEBA	203004	JAN25 VEBA	\$6,238.71
<b>Check Amount:</b>					<b>\$6,238.71</b>
12		MERCHANT OneTime	203008	JAN25 MERCHANT FEES	\$3,351.86
			203008	JAN25 MERCHANT FEES	\$114.91
			203008	JAN25 MERCHANT FEES	\$16,857.14
			203008	JAN25 MERCHANT FEES	\$110.18
			203008	JAN25 MERCHANT FEES	\$11,130.26
			203008	JAN25 MERCHANT FEES	\$56.98
			203008	JAN25 MERCHANT FEES	\$56.97
			203008	JAN25 MERCHANT FEES	\$347.31
			203008	JAN25 MERCHANT FEES	\$347.31
			203008	JAN25 MERCHANT FEES	\$291.54
			203008	JAN25 MERCHANT FEES	\$2,219.21
<b>Check Amount:</b>					<b>\$34,883.67</b>
13		AWC	203029	JAN25 AWC DEC PAYMENT	\$122,393.01
			203029	JAN25 AWC DEC PAYMENT	\$75,006.00
			203029	JAN25 AWC DEC PAYMENT	\$20,738.50
			203029	JAN25 AWC DEC PAYMENT	\$5,006.94
			203029	JAN25 AWC DEC PAYMENT	\$1,794.30
			203029	JAN25 AWC DEC PAYMENT	\$695.55
			203029	JAN25 AWC DEC PAYMENT	\$247.50
			203029	JAN25 AWC DEC PAYMENT	\$3,207.36
			203029	JAN25 AWC DEC PAYMENT	\$1,242.40
			203029	JAN25 AWC DEC PAYMENT	\$1,140.63
			203029	JAN25 AWC DEC PAYMENT	\$411.70



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Type	Check #	Vendor	Invoice #	Description	Invoice Amount
<b>Check Amount:</b>					<b>\$231,883.89</b>
	14	WA ST DEPT OF REVENUE	203031	JAN25 COMBINED EXCISE TAX	\$27,148.77
			203031	JAN25 COMBINED EXCISE TAX	\$16,148.07
			203031	JAN25 COMBINED EXCISE TAX	\$3,238.51
			203031	JAN25 COMBINED EXCISE TAX	\$16,054.66
			203031	JAN25 COMBINED EXCISE TAX	\$741.35
			203031	JAN25 COMBINED EXCISE TAX	\$49.43
			203031	JAN25 COMBINED EXCISE TAX	\$644.12
			203031	JAN25 COMBINED EXCISE TAX	\$797.48
			203031	JAN25 COMBINED EXCISE TAX	\$18.58
			203031	JAN25 COMBINED EXCISE TAX	\$310.59
			203031	JAN25 COMBINED EXCISE TAX	\$46.34
			203031	JAN25 COMBINED EXCISE TAX	\$306.00
			203031	JAN25 COMBINED EXCISE TAX	\$7.56
<b>Check Amount:</b>					<b>\$65,511.46</b>
P	222254	ALI AFRASSIABI	202622	Rent assistance for EA client	\$3,000.00
<b>Check Amount:</b>					<b>\$3,000.00</b>
	222255	CITY OF NEWCASTLE	202581	Court Office Rent 1/2025 INV 1088	\$4,139.71
			202582	Court Office Rent 1/2025 INV 1088	\$4,139.71
<b>Check Amount:</b>					<b>\$8,279.42</b>
	222256	GRACE PLACE	202570	Rent assistance for EA client	\$1,728.00
<b>Check Amount:</b>					<b>\$1,728.00</b>
	222257	KC HOUSING	202621	Rent assistance for EA client	\$373.00
<b>Check Amount:</b>					<b>\$373.00</b>
	222258	MERCER, THE	202626	Utility assistance for EA client	\$489.00
<b>Check Amount:</b>					<b>\$489.00</b>
	222259	MERCER, THE	202630	Rent assistance for EA client	\$2,511.00
<b>Check Amount:</b>					<b>\$2,511.00</b>
	222260	NORCOM 911	202613	NORCOM 2025	\$174,439.50
<b>Check Amount:</b>					<b>\$174,439.50</b>
	222261	SHOREWOOD HEIGHTS	202567	Rent assistance for EA client	\$3,000.00
<b>Check Amount:</b>					<b>\$3,000.00</b>
	222262	SHOREWOOD HEIGHTS	202618	Rent and utility assistance for EA client	\$289.06
			202618	Rent and utility assistance for EA client	\$277.00
<b>Check Amount:</b>					<b>\$566.06</b>
	222263	SHOREWOOD HEIGHTS	202620	Rent and utility assistance for EA client	\$339.34
			202620	Rent and utility assistance for EA client	\$2,441.00
<b>Check Amount:</b>					<b>\$2,780.34</b>



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Type	Check #	Vendor	Invoice #	Description	Invoice Amount
	222264	WEST SEATTLE NEIGHBORHOOD CHIROPRACTIC	202638	Medical assistance for EA client	\$300.00
				<b>Check Amount:</b>	<b>\$300.00</b>
	222265	ABBOTT, RICHARD	2027181	LEOFF1 Ret. Medicare Reimb.	\$170.10
			2027181	LEOFF1 Ret. Medicare Reimb.	\$69.00
				<b>Check Amount:</b>	<b>\$239.10</b>
	222266	ADAMS, RON	202706	LEOFF 1 Retiree Medical Expenses	\$911.35
			2027191	LEOFF1 Ret. Medicare Reimb.	\$174.70
			2027191	LEOFF1 Ret. Medicare Reimb.	\$39.70
				<b>Check Amount:</b>	<b>\$1,125.75</b>
	222267	ALL PHASE COMM LLC	202575	Mitel Annual Renewal	\$14,877.00
				<b>Check Amount:</b>	<b>\$14,877.00</b>
	222268	AM TEST INC	202558	Water Testing	\$360.00
				<b>Check Amount:</b>	<b>\$360.00</b>
	222269	ART WORK LOGISTICS LLC	202557	Reinstall Now We Are One at First Hill Park	\$1,832.41
				<b>Check Amount:</b>	<b>\$1,832.41</b>
	222270	AT&T MOBILITY	202624	Police Cellphones & Laptops 12.12.24- 1.11.25	\$1,772.80
				<b>Check Amount:</b>	<b>\$1,772.80</b>
	222271	AUGUSTSON, THOR	2027201	LEOFF1 Ret. Medicare Reimb.	\$185.00
			2027201	LEOFF1 Ret. Medicare Reimb.	\$7.90
				<b>Check Amount:</b>	<b>\$192.90</b>
	222272	AWC	202523	2025 AWC Membership Fee INV 134480	\$21,487.00
			202524	2025 D&A Consortium Fee INV157011	\$30,257.41
			202524	2025 D&A Consortium Fee INV157011	\$2,620.00
				<b>Check Amount:</b>	<b>\$54,364.41</b>
	222273	BARNES, WILLIAM	2027211	LEOFF1 Ret. Medicare Reimb.	\$170.10
			202591	LEOFF1 Fire Ret. Excess Benefits	\$3,133.75
			2027211	LEOFF1 Ret. Medicare Reimb.	\$101.00
				<b>Check Amount:</b>	<b>\$3,404.85</b>
	222274	BOOTH, GLENDON	202708	LEOFF 1 Retiree Medical Expenses	\$717.58
			2027221	LEOFF1 Ret. Medicare Reimb.	\$257.50
			2027221	LEOFF1 Ret. Medicare Reimb.	\$87.40
				<b>Check Amount:</b>	<b>\$1,062.48</b>
	222275	CARLSON, LARRY	202590	Quarterly Fire LEOFF1 Ret. Medicare Reimbursement	\$92.60
				<b>Check Amount:</b>	<b>\$92.60</b>
	222276	CATALIS PWE	202586	QAlert	\$17,820.27
				<b>Check Amount:</b>	<b>\$17,820.27</b>
	222277	CHAPTER 13 TRUSTEE	202631	PR 1.24.2025	\$572.00



## Accounts Payable Report by Check Number

Type	Check #	Vendor	Invoice #	Description	Invoice Amount
				<b>Check Amount:</b>	<b>\$572.00</b>
	222278	CHIP GEORGE INC	202690	3 LARGE DUAL CARRIER ANTENNAS - PUMP STATION	\$3,159.44
			202691	3 GENERATOR ANTENNAS	\$995.12
				<b>Check Amount:</b>	<b>\$4,154.56</b>
	222279	CINTAS CORPORATION	202514	Main Shop Med Supplies	\$198.91
			202513	Office Lunchroom Med Supplies	\$253.13
			202512	Storeroom Cabinet Med Supplies	\$122.61
				<b>Check Amount:</b>	<b>\$574.65</b>
	222280	CINTAS CORPORATION	202642	PW COVERALL SERVICE	\$787.98
			202642	PW COVERALL SERVICE	\$103.08
				<b>Check Amount:</b>	<b>\$891.06</b>
	222281	CIVICPLUS	202508	Municode Meetings Subscription Fee INV 322642	\$6,596.57
			202541	CivicOptimize 2025 annual mtce & support	\$17,547.27
			202525	Website Accessibility Subscription INV 321571	\$6,265.53
			202526	Website/Intranet Subscription Fee INV 322647	\$10,056.38
				<b>Check Amount:</b>	<b>\$40,465.75</b>
	222282	COLUMBUS CONCRETE INC	202633	REMOVE ASPHALT & PLACE NEW CONCRETE CURB	\$2,800.00
				<b>Check Amount:</b>	<b>\$2,800.00</b>
	222283	DEEDS, EDWARD	2027231	LEOFF1 Ret. Medicare Reimb.	\$185.00
			2027231	LEOFF1 Ret. Medicare Reimb.	\$83.80
				<b>Check Amount:</b>	<b>\$268.80</b>
	222284	WA ST DEPT OF HEALTH	202596	Sanitary Survey Inspection 10.22.2024	\$1,224.00
				<b>Check Amount:</b>	<b>\$1,224.00</b>
	222285	DMCJA	202542	District & Municipal Court Judges' Assoc. - Jeff G	\$660.00
				<b>Check Amount:</b>	<b>\$660.00</b>
	222286	DOWD, PAUL	202705	LEOFF 1 Retiree Medical Expenses	\$211.36
			2027241	LEOFF1 Ret. Medicare Reimb.	\$174.70
				<b>Check Amount:</b>	<b>\$386.06</b>
	222287	EASTSIDE	202544	Commercial Pest Service	\$159.79
				<b>Check Amount:</b>	<b>\$159.79</b>
	222288	EASTSIDE FIRE & RESCUE	202614	2025 EF&R FACILITY CONTRIBUTION	\$30,900.00
			202615	2025 FIRE EQUIPMENT REPLACEMENT CONTRIBUTION	\$117,420.00
			202616	FIRE CONTRACT FEES	\$701,434.83
				<b>Check Amount:</b>	<b>\$849,754.83</b>
	222289	ELSOE, RONALD	2027251	LEOFF1 Ret. Medicare Reimb.	\$174.70





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Type	Check #	Vendor	Invoice #	Description	Invoice Amount
			2027251	LEOFF1 Ret. Medicare Reimb.	\$45.40
				<b>Check Amount:</b>	<b>\$220.10</b>
222290	EMERALD SERVICES INC	202694		Fleet Oil Service	\$101.02
				<b>Check Amount:</b>	<b>\$101.02</b>
222291	EMPYREAN ELEVATOR LLC	202549		MICEC Elevator Mtce Q1 2025	\$743.85
		202545		Thrift Store Elevator Mtce Q1 2025	\$743.85
				<b>Check Amount:</b>	<b>\$1,487.70</b>
222292	FIRE PROTECTION INC	202547		Fire Alarm Monitoring Q1 2025	\$1,816.65
		202548		Fire Alarm Service	\$247.95
				<b>Check Amount:</b>	<b>\$2,064.60</b>
222293	FLYNN, THOMAS	202641		REIMBURSEMENT: WORK BOOTS	\$319.28
				<b>Check Amount:</b>	<b>\$319.28</b>
222294	FORSMAN, LOWELL	2027261		LEOFF1 Ret. Medicare Reimb.	\$185.00
		2027261		LEOFF1 Ret. Medicare Reimb.	\$83.80
				<b>Check Amount:</b>	<b>\$268.80</b>
222295	GOODMAN, J C	2027271		LEOFF1 Ret. Medicare Reimb.	\$164.90
		2027271		LEOFF1 Ret. Medicare Reimb.	\$71.40
				<b>Check Amount:</b>	<b>\$236.30</b>
222296	GREEN LATRINE	202640		MONTHLY RENTAL PW	\$500.00
				<b>Check Amount:</b>	<b>\$500.00</b>
222297	H D FOWLER	202559		Inventory Parts	\$1,457.64
		202561		Inventory Parts	\$1,298.80
		202562		Inventory Parts	\$364.41
		202563		Inventory Parts	\$242.81
				<b>Check Amount:</b>	<b>\$3,363.66</b>
222298	HAGSTROM, JAMES C.	2027281		LEOFF1 Ret. Medicare Reimb.	\$174.70
				<b>Check Amount:</b>	<b>\$174.70</b>
222299	HANSON TREE SERVICE LLC	202612		9030 N Mercer Way Urgent tree removal	\$7,990.60
				<b>Check Amount:</b>	<b>\$7,990.60</b>
222300	HILTNER, PETER	2027291		LEOFF1 Ret. Medicare Reimb.	\$619.50
				<b>Check Amount:</b>	<b>\$619.50</b>
222301	HUTCHISON LAW LLC	202583		Conflict Public Defense Case 480872191	\$1,550.00
		202619		Conflict Public Defense 4A0246096	\$1,100.00
				<b>Check Amount:</b>	<b>\$2,650.00</b>
222302	ISSAQUAH, CITY OF	202560		Jail Housing Nov.2024	\$8,137.67
				<b>Check Amount:</b>	<b>\$8,137.67</b>
222303	JOHNSON, CURTIS	2027301		LEOFF1 Ret. Medicare Reimb.	\$172.70
		202592		LEOFF1 Fire Ret. Excess Benefits	\$1,978.49
		2027301		LEOFF1 Ret. Medicare Reimb.	\$39.90
				<b>Check Amount:</b>	<b>\$2,191.09</b>



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Type	Check #	Vendor	Invoice #	Description	Invoice Amount
	222305	KPG	202511	Traffic Signal Safety Improvements 11.22-12.31.24	\$2,053.00
				<b>Check Amount:</b>	<b>\$2,053.00</b>
	222306	LEOFF HEALTH & WELFARE TRUST	202742	FEB2025 LEOFF Trust	\$52,151.08
			202744	JAN2025 TRUST	\$52,151.08
			202742	FEB2025 LEOFF Trust	\$1,922.76
			202744	JAN2025 TRUST	\$1,922.76
			202742	FEB2025 LEOFF Trust	\$9,866.68
			202744	JAN2025 TRUST	\$9,866.68
				<b>Check Amount:</b>	<b>\$127,881.04</b>
	222307	LOISEAU, LERI	202701	LEOFF 1 Retiree Medical Expenses	\$150.98
			2027311	LEOFF1 Ret. Medicare Reimb.	\$185.00
			2027311	LEOFF1 Ret. Medicare Reimb.	\$22.40
				<b>Check Amount:</b>	<b>\$358.38</b>
	222308	LYONS, STEVEN	202707	LEOFF 1 Retiree Medical Expenses	\$301.45
			2027321	LEOFF1 Ret. Medicare Reimb.	\$144.70
			2027321	LEOFF1 Ret. Medicare Reimb.	\$103.10
				<b>Check Amount:</b>	<b>\$549.25</b>
	222309	MAGNAN, JEFF	202604	Reimbursement: WASPC Conference Lodging	\$404.19
				<b>Check Amount:</b>	<b>\$404.19</b>
	222310	MI EMPLOYEES ASSOC	202628	PR 1.24.2025	\$257.50
				<b>Check Amount:</b>	<b>\$257.50</b>
	222311	MI SCHOOL DISTRICT	202617	2025 MARY WAYTE POOL SUBSIDY	\$15,141.52
				<b>Check Amount:</b>	<b>\$15,141.52</b>
	222312	MYERS, JAMES S	2027331	LEOFF1 Ret. Medicare Reimb.	\$148.50
			2027331	LEOFF1 Ret. Medicare Reimb.	\$31.30
				<b>Check Amount:</b>	<b>\$179.80</b>
	222313	NAPA AUTO PARTS	202667	Fleet Parts	\$51.62
				<b>Check Amount:</b>	<b>\$51.62</b>
	222314	NAPA AUTO PARTS	202601	Ford F150 Parts	\$38.62
			202695	Oil Filters	\$165.96
			202699	Single Edge Blades	\$9.82
				<b>Check Amount:</b>	<b>\$214.40</b>
	222315	HARNISH GROUP INC	202552	Fleet Parts	\$145.06
			202553	Fleet Parts	\$104.98
			202553	Fleet Parts	\$106.13
				<b>Check Amount:</b>	<b>\$356.17</b>
	222316	NELSON PETROLEUM	202664	Clear Diesel	\$2,621.80
				<b>Check Amount:</b>	<b>\$2,621.80</b>
	222317	PACIFIC NORTHWEST YACHTS LLC	202671	Patrol 14 Refurbish	\$4,839.40
			202672	Patrol 14 Refurbish	\$52,475.87



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Type	Check #	Vendor	Invoice #	Description	Invoice Amount
				<b>Check Amount:</b>	<b>\$57,315.27</b>
	222318	PAYBYPHONE US INC.	202648	TRANSACTION FEES	\$251.50
				<b>Check Amount:</b>	<b>\$251.50</b>
	222319	PETERSON, KEVIN	202678	REFUND: Overpayment on Account	\$451.05
				<b>Check Amount:</b>	<b>\$451.05</b>
	222320	PITNEY BOWES	202602	MI Court Postage Machine 11.22.24- 2.21.25	\$551.70
				<b>Check Amount:</b>	<b>\$551.70</b>
	222321	POLICE ASSOCIATION	202629	PR 1.24.2025	\$1,723.03
				<b>Check Amount:</b>	<b>\$1,723.03</b>
	222322	PUBLIC SAFETY TESTING INC	202670	Police Candidate Testing 1/2025 INV 2025- 22	\$533.00
				<b>Check Amount:</b>	<b>\$533.00</b>
	222323	PUGET SOUND CLEAN AIR AGENCY	202502	2025 Clean Air Assessment	\$46,109.00
				<b>Check Amount:</b>	<b>\$46,109.00</b>
	222324	RAMSAY, JON	2027341	LEOFF1 Ret. Medicare Reimb.	\$136.20
			202593	LEOFF1 Fire Ret. Excess Benefits	\$1,074.17
				<b>Check Amount:</b>	<b>\$1,210.37</b>
	222325	RESERVE ACCOUNT	202521	JAN 2025 POSTAGE MACHINE RESERVE FUNDS	\$3,300.00
				<b>Check Amount:</b>	<b>\$3,300.00</b>
	222326	RINGEL, MATT	202682	REIMBURSE: Developer Summit 2025	\$89.15
			202682	REIMBURSE: Developer Summit 2025	\$89.15
			202682	REIMBURSE: Developer Summit 2025	\$89.15
			202682	REIMBURSE: Developer Summit 2025	\$89.15
				<b>Check Amount:</b>	<b>\$356.60</b>
	222327	RINGSQUARED	202606	Long Distance Charges	\$59.63
				<b>Check Amount:</b>	<b>\$59.63</b>
	222328	ROBERT HALF	202605	Temp R.Seal 1.10.2025	\$157.50
				<b>Check Amount:</b>	<b>\$157.50</b>
	222329	RODRIGUEZ, RENE	202683	REIMBURSE: Developer Summit 2025	\$126.65
			202683	REIMBURSE: Developer Summit 2025	\$126.65
			202683	REIMBURSE: Developer Summit 2025	\$126.65
			202683	REIMBURSE: Developer Summit 2025	\$126.65
				<b>Check Amount:</b>	<b>\$506.60</b>
	222330	ROOT CAUSE LLC	202665	Tree removal service	\$3,306.00
				<b>Check Amount:</b>	<b>\$3,306.00</b>
	222331	RUCKER JR., MANORD J.	2027351	LEOFF1 Ret. Medicare Reimb.	\$174.70
				<b>Check Amount:</b>	<b>\$174.70</b>
	222332	SCHOENTRUP, WILLIAM	2027361	LEOFF1 Ret. Medicare Reimb.	\$148.50
			202594	LEOFF1 Fire Ret. Excess Benefits	\$1,577.32
			2027361	LEOFF1 Ret. Medicare Reimb.	\$92.10



# Accounts Payable Report by Check Number

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Type	Check #	Vendor	Invoice #	Description	Invoice Amount
				<b>Check Amount:</b>	<b>\$1,817.92</b>
	222333	SECURITY SOLUTIONS NORTHWEST LLC	202503	Intrusion Alarm Monitoring	\$47.99
				<b>Check Amount:</b>	<b>\$47.99</b>
	222334	SMARSH INC	202572	Smarsh Annual Renewal	\$21,577.70
				<b>Check Amount:</b>	<b>\$21,577.70</b>
	222335	SMITH, RICHARD	2027371	LEOFF1 Ret. Medicare Reimb.	\$259.00
			2027371	LEOFF1 Ret. Medicare Reimb.	\$80.90
				<b>Check Amount:</b>	<b>\$339.90</b>
	222336	SOUND CITIES	202651	2025 SCA MEMBERSHIP DUES	\$20,152.53
				<b>Check Amount:</b>	<b>\$20,152.53</b>
	222337	SUMMIT LAW GROUP	202530	HR Professional Services Support INV160445	\$4,068.50
			202531	HR Professional Services Support INV160445	\$808.50
				<b>Check Amount:</b>	<b>\$4,877.00</b>
	222338	THOMPSON, JAMES	2027381	LEOFF1 Ret. Medicare Reimb.	\$170.10
			2027381	LEOFF1 Ret. Medicare Reimb.	\$75.80
				<b>Check Amount:</b>	<b>\$245.90</b>
	222339	TOURNESOL	202652	Bench Donation	\$14,924.39
				<b>Check Amount:</b>	<b>\$14,924.39</b>
	222340	TRAFFIC SAFETY SUPPLY	202584	Street Name Signs	\$1,065.85
			202585	Custom "No Parking School Days" Sign	\$40.92
				<b>Check Amount:</b>	<b>\$1,106.77</b>
	222341	TSE, BIANCA	202515	Pro Tem Judge 1/13/2025 - 6hrs	\$300.00
			202516	Pro Tem Judge 1/14/2025 - 6hrs	\$300.00
				<b>Check Amount:</b>	<b>\$600.00</b>
	222342	TYLER TECHNOLOGIES INC	202653	REMOTE IMPLEMENTATION W/ MARTHA 1.8.2025	\$800.00
			202654	REMOTE IMPLEMENTATION W/ LYNN 1.6.2025	\$800.00
			202655	REMOTE IMPLEMENTATION 12.17-12.19.2024	\$3,200.00
				<b>Check Amount:</b>	<b>\$4,800.00</b>
	222343	UNDERWATER SPORTS INC.	202657	Dive Team Equipment 2024	\$5,685.11
			202658	Dive Team Equipment 2024	\$11,370.22
				<b>Check Amount:</b>	<b>\$17,055.33</b>
	222344	VOLCANIC	202533	Bike Team Training Order	\$950.00
				<b>Check Amount:</b>	<b>\$950.00</b>
	222345	WA ST AUDITORS	202587	FY23 Audit Costs	\$2,502.00
				<b>Check Amount:</b>	<b>\$2,502.00</b>
	222346	WA WILDLIFE & REC	202659	2025 WWRC Membership	\$440.00





# Accounts Payable Report by Check Number

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Type	Check #	Vendor	Invoice #	Description	Invoice Amount
				<b>Check Amount:</b>	<b>\$440.00</b>
	222347	WASPC	202534	WASPC Annual Dues - Chief Sutter	\$305.00
				<b>Check Amount:</b>	<b>\$305.00</b>
	222348	WEGNER, KEN	202703	LEOFF 1 Medical Expenses	\$151.40
			2027391	LEOFF1 Ret. Medicare Reimb.	\$170.10
				<b>Check Amount:</b>	<b>\$321.50</b>
	222349	WHEELER, DENNIS	2027401	LEOFF1 Ret. Medicare Reimb.	\$259.00
			2027401	LEOFF1 Ret. Medicare Reimb.	\$13.70
				<b>Check Amount:</b>	<b>\$272.70</b>
	222350	WSCCCE AFSCME AFL-	202625	PR 1.24.2025	\$3,196.80
				<b>Check Amount:</b>	<b>\$3,196.80</b>
	222351	XEROX FINANCIAL SERVICES	202538	Copier Lease Fees 1/2025 INV 6653847	\$284.31
			202539	Copier Lease Fees 1/2025 INV 6653847	\$858.47
			202540	Copier Lease Fees 1/2025	\$1,032.58
				<b>Check Amount:</b>	<b>\$2,175.36</b>
	222352	KC FINANCE	202697	Materials & Supplies for December 2024	\$392.54
				<b>Check Amount:</b>	<b>\$392.54</b>
V	1	ALI AFRASSIABI	202622	Rent assistance for EA client	\$3,000.00
				<b>Check Amount:</b>	<b>\$0.00</b>
	2	CITY OF NEWCASTLE	202581	Court Office Rent 1/2025 INV 1088	\$4,139.71
			202582	Court Office Rent 1/2025 INV 1088	\$4,139.71
				<b>Check Amount:</b>	<b>\$0.00</b>
	3	GRACE PLACE	202570	Rent assistance for EA client	\$1,728.00
				<b>Check Amount:</b>	<b>\$0.00</b>
	4	KC HOUSING	202621	Rent assistance for EA client	\$373.00
				<b>Check Amount:</b>	<b>\$0.00</b>
	5	MERCER, THE	202626	Utility assistance for EA client	\$489.00
				<b>Check Amount:</b>	<b>\$0.00</b>
	6	MERCER, THE	202630	Rent assistance for EA client	\$2,511.00
				<b>Check Amount:</b>	<b>\$0.00</b>
	7	NORCOM 911	202613	NORCOM 2025	\$174,439.50
				<b>Check Amount:</b>	<b>\$0.00</b>
	8	SHOREWOOD HEIGHTS	202567	Rent assistance for EA client	\$3,000.00
				<b>Check Amount:</b>	<b>\$0.00</b>
	9	SHOREWOOD HEIGHTS	202618	Rent and utility assistance for EA client	\$289.06
			202618	Rent and utility assistance for EA client	\$277.00
				<b>Check Amount:</b>	<b>\$0.00</b>



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Type	Check #	Vendor	Invoice #	Description	Invoice Amount
	10	SHOREWOOD HEIGHTS	202620	Rent and utility assistance for EA client	\$339.34
			202620	Rent and utility assistance for EA client	\$2,441.00
<b>Check Amount:</b>					<b>\$0.00</b>
	11	WEST SEATTLE NEIGHBORDHOOD CHIROPRACTIC	202638	Medical assistance for EA client	\$300.00
<b>Check Amount:</b>					<b>\$0.00</b>
	222304	KC FINANCE	202697	Materials & Supplies for December 2024	\$392.54
<b>Check Amount:</b>					<b>\$0.00</b>
<b>Total</b>					<b>\$4,239,943.11</b>



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Org	PO#	Invoice#	TP	Check #	Vendor	Description	Amount	
0010000 : General Fund-Admin		202824	M	4	NAVIA BENEFIT SOLUTIONS INC	JAN25 NAVIA INVOICES	\$10,562.33	
							<b>Org Expense</b>	<b>\$10,562.33</b>
01100151: Administrative Services	2026000	202586	P	222276	CATALIS PWE	QAlert	\$17,820.27	
							<b>Org Expense</b>	<b>\$17,820.27</b>
01100551: City Clerk	2025001	202508	P	222281	CIVICPLUS	Municode Meetings Subscription Fee INV 322642	\$6,596.57	
							<b>Org Expense</b>	<b>\$6,596.57</b>
01101551: GIS - General Fund		202682	P	222326	RINGEL, MATT	REIMBURSE: Developer Summit 2025	\$89.15	
		202683	P	222329	RODRIGUEZ, RENE	REIMBURSE: Developer Summit 2025	\$126.65	
							<b>Org Expense</b>	<b>\$215.80</b>
01102051: Human Resources & Payroll		202819	M	2	WA ST DOL	JAN25 DOL DRIVING ABSTRACTS (4)	\$15.00	
		202824	M	4	NAVIA BENEFIT SOLUTIONS INC	JAN25 NAVIA INVOICES	\$124.70	
		202910	M	7	ADP INC	JAN25 ADP FEES	\$4,131.06	
		202910	M	7	ADP INC	JAN25 ADP FEES	\$6,175.25	
		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$797.48	
	2025011	202670	P	222322	PUBLIC SAFETY TESTING INC	Police Candidate Testing 1/2025 INV 2025-22	\$533.00	
	2025012	202530	P	222337	SUMMIT LAW GROUP	HR Professional Services Support INV160445	\$4,068.50	
	2025012	202531	P	222337	SUMMIT LAW GROUP	HR Professional Services Support INV160445	\$808.50	
							<b>Org Expense</b>	<b>\$16,653.49</b>
	01151551: Prosecution & Criminal Mngmnt	2025043	202583	P	222301	HUTCHISON LAW LLC	Conflict Public Defense Case 480872191	\$1,550.00
2025064		202619	P	222301	HUTCHISON LAW LLC	Conflict Public Defense 4A0246096	\$1,100.00	
						<b>Org Expense</b>	<b>\$2,650.00</b>	
01350151: Finance Admin	2025000	202587	P	222345	WA ST AUDITORS OFFICE	FY23 Audit Costs	\$2,502.00	
							<b>Org Expense</b>	<b>\$2,502.00</b>
01350551: Finance Technology		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$46.34	
		202653	P	222342	TYLER TECHNOLOGIES INC	REMOTE IMPLEMENTATION W/ MARTHA 1.8.2025	\$800.00	
		202654	P	222342	TYLER TECHNOLOGIES INC	REMOTE IMPLEMENTATION W/ LYNN 1.6.2025	\$800.00	
		202655	P	222342	TYLER TECHNOLOGIES INC	REMOTE IMPLEMENTATION 12.17-12.19.2024	\$3,200.00	
						<b>Org Expense</b>	<b>\$4,846.34</b>	
01400152: Fire Admin	2025049	202616	P	222288	EASTSIDE FIRE & RESCUE	FIRE CONTRACT FEES	\$701,434.83	



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Org	PO#	Invoice#	TP	Check #	Vendor	Description	Amount
	2025050	202615	P	222288	EASTSIDE FIRE & RESCUE	2025 FIRE EQUIPMENT REPLACEMENT CONTRIBUTION	\$117,420.00
	2025051	202614	P	222288	EASTSIDE FIRE & RESCUE	2025 EF&R FACILITY CONTRIBUTION	\$30,900.00
						<b>Org Expense</b>	<b>\$849,754.83</b>
01450151: General Government		202815	M	1	COMCAST	JAN25 COMCAST	\$4,522.72
		202956	M	8	WA CITIES INSURANCE AUTHORITY	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$1,947.00
		202956	M	8	WA CITIES INSURANCE AUTHORITY	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$226,749.00
		202956	M	8	WA CITIES INSURANCE AUTHORITY	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$848,617.00
		202602	P	222320	PITNEY BOWES	MI Court Postage Machine 11.22.24-2.21.25	\$551.70
	2025004	202521	P	222325	RESERVE ACCOUNT	JAN 2025 POSTAGE MACHINE RESERVE FUNDS	\$3,300.00
	2025017	202538	P	222351	XEROX FINANCIAL SERVICES	Copier Lease Fees 1/2025 INV 6653847	\$284.31
	2025017	202539	P	222351	XEROX FINANCIAL SERVICES	Copier Lease Fees 1/2025 INV 6653847	\$858.47
	2025017	202540	P	222351	XEROX FINANCIAL SERVICES	Copier Lease Fees 1/2025	\$1,032.58
						<b>Org Expense</b>	<b>\$1,087,862.78</b>
01450251: LEOFF 1 Retiree OPEB		2027181	P	222265	ABBOTT, RICHARD	LEOFF1 Ret. Medicare Reimb.	\$69.00
		2027181	P	222265	ABBOTT, RICHARD	LEOFF1 Ret. Medicare Reimb.	\$170.10
		2027191	P	222266	ADAMS, RON	LEOFF1 Ret. Medicare Reimb.	\$39.70
		2027191	P	222266	ADAMS, RON	LEOFF1 Ret. Medicare Reimb.	\$174.70
		2027201	P	222271	AUGUSTSON, THOR	LEOFF1 Ret. Medicare Reimb.	\$7.90
		2027201	P	222271	AUGUSTSON, THOR	LEOFF1 Ret. Medicare Reimb.	\$185.00
		2027211	P	222273	BARNES, WILLIAM	LEOFF1 Ret. Medicare Reimb.	\$101.00
		2027211	P	222273	BARNES, WILLIAM	LEOFF1 Ret. Medicare Reimb.	\$170.10
		2027221	P	222274	BOOTH, GLENDON	LEOFF1 Ret. Medicare Reimb.	\$87.40
		2027221	P	222274	BOOTH, GLENDON	LEOFF1 Ret. Medicare Reimb.	\$257.50





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		202590	P	222275	CARLSON, LARRY	Quarterly Fire LEOFF1 Ret. Medicare Reimbursement	\$92.60
		2027231	P	222283	DEEDS, EDWARD	LEOFF1 Ret. Medicare Reimb.	\$83.80
		2027231	P	222283	DEEDS, EDWARD	LEOFF1 Ret. Medicare Reimb.	\$185.00
		2027241	P	222286	DOWD, PAUL	LEOFF1 Ret. Medicare Reimb.	\$174.70
		2027251	P	222289	ELSOE, RONALD	LEOFF1 Ret. Medicare Reimb.	\$45.40
		2027251	P	222289	ELSOE, RONALD	LEOFF1 Ret. Medicare Reimb.	\$174.70
		2027261	P	222294	FORSMAN, LOWELL	LEOFF1 Ret. Medicare Reimb.	\$83.80
		2027261	P	222294	FORSMAN, LOWELL	LEOFF1 Ret. Medicare Reimb.	\$185.00
		2027271	P	222295	GOODMAN, J C	LEOFF1 Ret. Medicare Reimb.	\$71.40
		2027271	P	222295	GOODMAN, J C	LEOFF1 Ret. Medicare Reimb.	\$164.90
		2027281	P	222298	HAGSTROM, JAMES C.	LEOFF1 Ret. Medicare Reimb.	\$174.70
		2027291	P	222300	HILTNER, PETER	LEOFF1 Ret. Medicare Reimb.	\$619.50
		2027301	P	222303	JOHNSON, CURTIS	LEOFF1 Ret. Medicare Reimb.	\$39.90
		2027301	P	222303	JOHNSON, CURTIS	LEOFF1 Ret. Medicare Reimb.	\$172.70
		202742	P	222306	LEOFF HEALTH & WELFARE TRUST	FEB2025 LEOFF Trust	\$9,866.68
		202744	P	222306	LEOFF HEALTH & WELFARE TRUST	JAN2025 TRUST	\$9,866.68
		2027311	P	222307	LOISEAU, LERI	LEOFF1 Ret. Medicare Reimb.	\$22.40
		2027311	P	222307	LOISEAU, LERI	LEOFF1 Ret. Medicare Reimb.	\$185.00
		2027321	P	222308	LYONS, STEVEN	LEOFF1 Ret. Medicare Reimb.	\$103.10
		2027321	P	222308	LYONS, STEVEN	LEOFF1 Ret. Medicare Reimb.	\$144.70
		2027331	P	222312	MYERS, JAMES S	LEOFF1 Ret. Medicare Reimb.	\$31.30
		2027331	P	222312	MYERS, JAMES S	LEOFF1 Ret. Medicare Reimb.	\$148.50
		2027341	P	222324	RAMSAY, JON	LEOFF1 Ret. Medicare Reimb.	\$136.20
		2027351	P	222331	RUCKER JR., MANORD J.	LEOFF1 Ret. Medicare Reimb.	\$174.70



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Org	PO#	Invoice#	TP	Check #	Vendor	Description	Amount
		2027361	P	222332	SCHOENTRUP, WILLIAM	LEOFF1 Ret. Medicare Reimb.	\$92.10
		2027361	P	222332	SCHOENTRUP, WILLIAM	LEOFF1 Ret. Medicare Reimb.	\$148.50
		2027371	P	222335	SMITH, RICHARD	LEOFF1 Ret. Medicare Reimb.	\$80.90
		2027371	P	222335	SMITH, RICHARD	LEOFF1 Ret. Medicare Reimb.	\$259.00
		2027381	P	222338	THOMPSON, JAMES	LEOFF1 Ret. Medicare Reimb.	\$75.80
		2027381	P	222338	THOMPSON, JAMES	LEOFF1 Ret. Medicare Reimb.	\$170.10
		2027391	P	222348	WEGNER, KEN	LEOFF1 Ret. Medicare Reimb.	\$170.10
		2027401	P	222349	WHEELER, DENNIS	LEOFF1 Ret. Medicare Reimb.	\$13.70
		2027401	P	222349	WHEELER, DENNIS	LEOFF1 Ret. Medicare Reimb.	\$259.00
	2025091	202708	P	222274	BOOTH, GLENDON	LEOFF 1 Retiree Medical Expenses	\$717.58
	2025093	202701	P	222307	LOISEAU, LERI	LEOFF 1 Retiree Medical Expenses	\$150.98
	2025094	202706	P	222266	ADAMS, RON	LEOFF 1 Retiree Medical Expenses	\$911.35
	2025095	202707	P	222308	LYONS, STEVEN	LEOFF 1 Retiree Medical Expenses	\$301.45
	2025096	202703	P	222348	WEGNER, KEN	LEOFF 1 Medical Expenses	\$151.40
	2025097	202705	P	222286	DOWD, PAUL	LEOFF 1 Retiree Medical Expenses	\$211.36
						<b>Org Expense</b>	<b>\$27,923.08</b>
01451051: Air Pollution Control/Assess		202502	P	222323	PUGET SOUND CLEAN AIR AGENCY	2025 Clean Air Assessment	\$46,109.00
						<b>Org Expense</b>	<b>\$46,109.00</b>
01457051: MW Pool Operation Subsidy	2025052	202617	P	222311	MI SCHOOL DISTRICT #400	2025 MARY WAYTE POOL SUBSIDY	\$15,141.52
						<b>Org Expense</b>	<b>\$15,141.52</b>
01457251: Regional Coalitions	2025002	202523	P	222272	AWC	2025 AWC Membership Fee INV 134480	\$21,487.00
						<b>Org Expense</b>	<b>\$21,487.00</b>
01457451: SCA		202651	P	222336	SOUND CITIES ASSOCIATION	2025 SCA MEMBERSHIP DUES	\$20,152.53
						<b>Org Expense</b>	<b>\$20,152.53</b>
01459551: Employee Benefits-General		202826	M	6	VEBA	JAN25 VEBA CONTRIBUTION	\$67,891.29
		202962	M	9	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.13.2024	\$7,779.07
		202962	M	9	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.13.2024	\$31,651.18



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		202963	M	10	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.27.2024	\$8,527.67
		202963	M	10	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.27.2024	\$32,473.02
		203004	M	11	VEBA	JAN25 VEBA	\$6,238.71
		203029	M	13	AWC	JAN25 AWC DEC PAYMENT	\$1,794.30
		203029	M	13	AWC	JAN25 AWC DEC PAYMENT	\$3,207.36
		203029	M	13	AWC	JAN25 AWC DEC PAYMENT	\$20,738.50
		203029	M	13	AWC	JAN25 AWC DEC PAYMENT	\$122,393.01
						<b>Org Expense</b>	<b>\$302,694.11</b>
01459651: Employee Benefits-Police		202826	M	6	VEBA	JAN25 VEBA CONTRIBUTION	\$37,824.14
		202962	M	9	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.13.2024	\$10,567.22
		202963	M	10	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.27.2024	\$10,357.00
		203029	M	13	AWC	JAN25 AWC DEC PAYMENT	\$247.50
		203029	M	13	AWC	JAN25 AWC DEC PAYMENT	\$1,140.63
		202742	P	222306	LEOFF HEALTH & WELFARE TRUST	FEB2025 LEOFF Trust	\$1,922.76
		202742	P	222306	LEOFF HEALTH & WELFARE TRUST	FEB2025 LEOFF Trust	\$52,151.08
		202744	P	222306	LEOFF HEALTH & WELFARE TRUST	JAN2025 TRUST	\$1,922.76
		202744	P	222306	LEOFF HEALTH & WELFARE TRUST	JAN2025 TRUST	\$52,151.08
	2025003	202524	P	222272	AWC	2025 D&A Consortium Fee INV157011	\$30,257.41
						<b>Org Expense</b>	<b>\$198,541.58</b>
01459851: Employee Benefits-Maintenance		202826	M	6	VEBA	JAN25 VEBA CONTRIBUTION	\$36,363.11
		202962	M	9	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.13.2024	\$4,345.84
		202962	M	9	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.13.2024	\$15,847.75
		202963	M	10	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.27.2024	\$4,568.06
		202963	M	10	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.27.2024	\$16,544.95
		203029	M	13	AWC	JAN25 AWC DEC PAYMENT	\$695.55
		203029	M	13	AWC	JAN25 AWC DEC PAYMENT	\$1,242.40



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Org	PO#	Invoice#	TP	Check #	Vendor	Description	Amount
		203029	M	13	AWC	JAN25 AWC DEC PAYMENT	\$5,006.94
		203029	M	13	AWC	JAN25 AWC DEC PAYMENT	\$75,006.00
	2025003	202524	P	222272	AWC	2025 D&A Consortium Fee INV157011	\$2,620.00
						<b>Org Expense</b>	<b>\$162,240.60</b>
01500151: Municipal Court		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$18.58
		202542	P	222285	DMCJA	District & Municipal Court Judges' Assoc. - Jeff G	\$660.00
		202515	P	222341	TSE, BIANCA	Pro Tem Judge 1/13/2025 - 6hrs	\$300.00
		202516	P	222341	TSE, BIANCA	Pro Tem Judge 1/14/2025 - 6hrs	\$300.00
	2025044	202581	V	2	CITY OF NEWCASTLE	Court Office Rent 1/2025 INV 1088	\$0.00
	2025044	202582	V	2	CITY OF NEWCASTLE	Court Office Rent 1/2025 INV 1088	\$0.00
	2025044	202581	P	222255	CITY OF NEWCASTLE	Court Office Rent 1/2025 INV 1088	\$4,139.71
	2025044	202582	P	222255	CITY OF NEWCASTLE	Court Office Rent 1/2025 INV 1088	\$4,139.71
						<b>Org Expense</b>	<b>\$9,558.00</b>
01600152: Administration (PO)	2025018	202534	P	222347	WASPC	WASPC Annual Dues - Chief Sutter	\$305.00
	2025063	202624	P	222270	AT&T MOBILITY	Police Cellphones & Laptops 12.12.24-1.11.25	\$1,772.80
						<b>Org Expense</b>	<b>\$2,077.80</b>
01601552: Police SPecial Ops		202657	P	222343	UNDERWATER SPORTS INC.	Dive Team Equipment 2024	\$5,685.11
		202658	P	222343	UNDERWATER SPORTS INC.	Dive Team Equipment 2024	\$11,370.22
						<b>Org Expense</b>	<b>\$17,055.33</b>
01603052: Police Tech & Records	2025048	202613	V	7	NORCOM 911	NORCOM 2025	\$0.00
	2025048	202613	P	222260	NORCOM 911	NORCOM 2025	\$174,439.50
						<b>Org Expense</b>	<b>\$174,439.50</b>
01603552: Police Emergency Management		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$7.56
						<b>Org Expense</b>	<b>\$7.56</b>
01604052: Police Training		202604	P	222309	MAGNAN, JEFF	Reimbursement: WASPC Conference Lodging	\$404.19
	2025019	202533	P	222344	VOLCANIC MANUFACTURING LLC	Bike Team Training Order	\$950.00
						<b>Org Expense</b>	<b>\$1,354.19</b>
01604552: Jail Services		202560	P	222302	ISSAQUAH, CITY OF	Jail Housing Nov.2024	\$8,137.67
						<b>Org Expense</b>	<b>\$8,137.67</b>
01701051: Facility Services		202514	P	222279	CINTAS CORPORATION	Main Shop Med Supplies	\$198.91





# Accounts Payable Report by Organization

Item 4.

Org	PO#	Invoice#	TP	Check #	Vendor	Description	Amount
		202547	P	222292	FIRE PROTECTION INC	Fire Alarm Monitoring Q1 2025	\$1,816.65
		202640	P	222296	GREEN LATRINE	MONTHLY RENTAL PW	\$500.00
		202503	P	222333	SECURITY SOLUTIONS NORTHWEST LLC	Intrusion Alarm Monitoring	\$47.99
						<b>Org Expense</b>	<b>\$2,563.55</b>
01702054: Roadway Maintenance		202584	P	222340	TRAFFIC SAFETY SUPPLY	Street Name Signs	\$1,065.85
		202585	P	222340	TRAFFIC SAFETY SUPPLY	Custom "No Parking School Days" Sign	\$40.92
	2025106	202697	V	222304	KC FINANCE	Materials & Supplies for December 2024	\$0.00
	2025106	202697	P	222352	KC FINANCE	Materials & Supplies for December 2024	\$392.54
						<b>Org Expense</b>	<b>\$1,499.31</b>
01707057: Forest Mangement-Parks	2025053	202665	P	222330	ROOT CAUSE LLC	Tree removal service	\$3,306.00
						<b>Org Expense</b>	<b>\$3,306.00</b>
01707157: Park Operations		202642	P	222280	CINTAS CORPORATION	PW COVERALL SERVICE	\$103.08
		202641	P	222293	FLYNN, THOMAS	REIMBURSEMENT: WORK BOOTS	\$319.28
						<b>Org Expense</b>	<b>\$422.36</b>
01707557: Luther Burbank Park		202513	P	222279	CINTAS CORPORATION	Office Lunchroom Med Supplies	\$253.13
		202544	P	222287	EASTSIDE EXTERMINATORS	Commercial Pest Service	\$159.79
						<b>Org Expense</b>	<b>\$412.92</b>
01707957: Aubrey Davis Park		203008	M	12	MERCHANT OneTime	JAN25 MERCHANT FEES	\$114.91
		202648	P	222318	PAYBYPHONE US INC.	TRANSACTION FEES	\$251.50
						<b>Org Expense</b>	<b>\$366.41</b>
01750157: Recreation Admin		203008	M	12	MERCHANT OneTime	JAN25 MERCHANT FEES	\$3,351.86
		202541	P	222281	CIVICPLUS	CivicOptimize 2025 annual mtce & support	\$17,547.27
		202659	P	222346	WA WILDLIFE & REC COALITION	2025 WWRC Membership	\$440.00
						<b>Org Expense</b>	<b>\$21,339.13</b>
01751057: MICEC Operations		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$644.12
		202549	P	222291	EMPYREAN ELEVATOR LLC	MICEC Elevator Mtce Q1 2025	\$743.85
		202548	P	222292	FIRE PROTECTION INC	Fire Alarm Service	\$247.95
						<b>Org Expense</b>	<b>\$1,635.92</b>
0900924 : PERS II		202962	M	9	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.13.2024	\$33,535.53
		202963	M	10	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.27.2024	\$34,596.02
						<b>Org Expense</b>	<b>\$68,131.55</b>
0900926 : LEOFF II		202962	M	9	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.13.2024	\$16,943.30
		202963	M	10	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.27.2024	\$16,606.25



# Accounts Payable Report by Organization

Item 4.

Org	PO#	Invoice#	TP	Check #	Vendor	Description	Amount
<b>Org Expense</b>							<b>\$33,549.55</b>
0900927 : PERS III		202962	M	9	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.13.2024	\$9,394.04
		202963	M	10	WA ST DEPT OF RETIREMENT SYSTEMS	JAN25 DRS PYMT 12.27.2024	\$10,104.97
<b>Org Expense</b>							<b>\$19,499.01</b>
0900974 : Garnishments		202631	P	222277	CHAPTER 13 TRUSTEE	PR 1.24.2025	\$572.00
<b>Org Expense</b>							<b>\$572.00</b>
0900975 : Mercer Island Emp Association		202628	P	222310	MI EMPLOYEES ASSOC	PR 1.24.2025	\$257.50
<b>Org Expense</b>							<b>\$257.50</b>
0900976 : City & Counties Local 21M		202625	P	222350	WSCCCE AFSCME AFL-CIO	PR 1.24.2025	\$3,196.80
<b>Org Expense</b>							<b>\$3,196.80</b>
0900977 : Police Association		202629	P	222321	POLICE ASSOCIATION	PR 1.24.2025	\$1,723.03
<b>Org Expense</b>							<b>\$1,723.03</b>
0900983 : Vol Life Ins - States West Lif		203029	M	13	AWC	JAN25 AWC DEC PAYMENT	\$411.70
<b>Org Expense</b>							<b>\$411.70</b>
0900988 : Long Term Care-UNUM		202825	M	5	UNUM GROUP	JAN25 UNUM	\$372.10
<b>Org Expense</b>							<b>\$372.10</b>
11702254: Urban Forest Management (ROW)	2025055	202612	P	222299	HANSON TREE SERVICE LLC	9030 N Mercer Way Urgent tree removal	\$7,990.60
<b>Org Expense</b>							<b>\$7,990.60</b>
11702554: Transportation Planner Eng		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$306.00
<b>Org Expense</b>							<b>\$306.00</b>
11902059: CIP Street Expenditures		202633	P	222282	COLUMBUS CONCRETE INC	REMOVE ASPHALT & PLACE NEW CONCRETE CURB	\$2,800.00
		202511	P	222305	KPG	Traffic Signal Safety Improvements 11.22-12.31.24	\$2,053.00
<b>Org Expense</b>							<b>\$4,853.00</b>
14752057: Arts & Culture		202557	P	222269	ART WORK LOGISTICS LLC	Reinstall Now We Are One at First Hill Park	\$1,832.41
<b>Org Expense</b>							<b>\$1,832.41</b>
16800556: Thrift Shop Operations		203008	M	12	MERCHANT OneTime	JAN25 MERCHANT FEES	\$110.18
		203008	M	12	MERCHANT OneTime	JAN25 MERCHANT FEES	\$16,857.14
		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$741.35
		202512	P	222279	CINTAS CORPORATION	Storeroom Cabinet Med Supplies	\$122.61
		202545	P	222291	EMPYREAN ELEVATOR LLC	Thrift Store Elevator Mtce Q1 2025	\$743.85
<b>Org Expense</b>							<b>\$18,575.13</b>
16802056: Emergency Assistance	2025027	202622	V	1	ALI AFRASSIABI	Rent assistance for EA client	\$0.00
	2025027	202622	P	222254	ALI AFRASSIABI	Rent assistance for EA client	\$3,000.00



# Accounts Payable Report by Organization

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Org	PO#	Invoice#	TP	Check #	Vendor	Description	Amount
	2025028	202570	V	3	GRACE PLACE	Rent assistance for EA client	\$0.00
	2025028	202570	P	222256	GRACE PLACE	Rent assistance for EA client	\$1,728.00
	2025029	202621	V	4	KC HOUSING AUTHORITY	Rent assistance for EA client	\$0.00
	2025029	202621	P	222257	KC HOUSING AUTHORITY	Rent assistance for EA client	\$373.00
	2025030	202567	V	8	SHOREWOOD HEIGHTS	Rent assistance for EA client	\$0.00
	2025030	202567	P	222261	SHOREWOOD HEIGHTS	Rent assistance for EA client	\$3,000.00
	2025034	202620	V	10	SHOREWOOD HEIGHTS	Rent and utility assistance for EA client	\$0.00
	2025034	202620	V	10	SHOREWOOD HEIGHTS	Rent and utility assistance for EA client	\$0.00
	2025034	202620	P	222263	SHOREWOOD HEIGHTS	Rent and utility assistance for EA client	\$339.34
	2025034	202620	P	222263	SHOREWOOD HEIGHTS	Rent and utility assistance for EA client	\$2,441.00
	2025035	202618	V	9	SHOREWOOD HEIGHTS	Rent and utility assistance for EA client	\$0.00
	2025035	202618	V	9	SHOREWOOD HEIGHTS	Rent and utility assistance for EA client	\$0.00
	2025035	202618	P	222262	SHOREWOOD HEIGHTS	Rent and utility assistance for EA client	\$277.00
	2025035	202618	P	222262	SHOREWOOD HEIGHTS	Rent and utility assistance for EA client	\$289.06
	2025065	202626	V	5	MERCER, THE	Utility assistance for EA client	\$0.00
	2025065	202626	P	222258	MERCER, THE	Utility assistance for EA client	\$489.00
	2025066	202630	V	6	MERCER, THE	Rent assistance for EA client	\$0.00
	2025066	202630	P	222259	MERCER, THE	Rent assistance for EA client	\$2,511.00
	2025067	202638	V	11	WEST SEATTLE NEIGHBORDHOOD CHIROPRACTIC	Medical assistance for EA client	\$0.00
	2025067	202638	P	222264	WEST SEATTLE NEIGHBORDHOOD CHIROPRACTIC	Medical assistance for EA client	\$300.00
						<b>Org Expense</b>	<b>\$14,747.40</b>
18300155: CPD Administration		203008	M	12	MERCHANT OneTime	JAN25 MERCHANT FEES	\$56.97
		203008	M	12	MERCHANT OneTime	JAN25 MERCHANT FEES	\$291.54
		203008	M	12	MERCHANT OneTime	JAN25 MERCHANT FEES	\$347.31
		203008	M	12	MERCHANT OneTime	JAN25 MERCHANT FEES	\$2,219.21
						<b>Org Expense</b>	<b>\$2,915.03</b>
32902559: CIP Open Space and		202652	P	222339	TOURNESOL SITEWORKS	Bench Donation	\$14,924.39



# Accounts Payable Report by Organization

Item 4.

Org	PO#	Invoice#	TP	Check #	Vendor	Description	Amount
						<b>Org Expense</b>	<b>\$14,924.39</b>
Natural Res							
4100000 : Water Fund-Admin Key		202559	P	222297	H D FOWLER	Inventory Parts	\$1,457.64
		202561	P	222297	H D FOWLER	Inventory Parts	\$1,298.80
		202562	P	222297	H D FOWLER	Inventory Parts	\$364.41
		202563	P	222297	H D FOWLER	Inventory Parts	\$242.81
		202678	P	222319	PETERSON, KEVIN	REFUND: Overpayment on Account	\$451.05
						<b>Org Expense</b>	<b>\$3,814.71</b>
41101553: GIS - Water Fund		202682	P	222326	RINGEL, MATT	REIMBURSE: Developer Summit 2025	\$89.15
		202683	P	222329	RODRIGUEZ, RENE	REIMBURSE: Developer Summit 2025	\$126.65
						<b>Org Expense</b>	<b>\$215.80</b>
41351051: Utility Billing (Water)		203008	M	12	MERCHANT OneTime	JAN25 MERCHANT FEES	\$56.98
		203008	M	12	MERCHANT OneTime	JAN25 MERCHANT FEES	\$347.31
		203008	M	12	MERCHANT OneTime	JAN25 MERCHANT FEES	\$11,130.26
						<b>Org Expense</b>	<b>\$11,534.55</b>
41700153: Water Administration		202956	M	8	WA CITIES INSURANCE AUTHORITY	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$132,956.00
		202956	M	8	WA CITIES INSURANCE AUTHORITY	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$497,591.00
		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$27,148.77
						<b>Org Expense</b>	<b>\$657,695.77</b>
41703453: Water Quality		202558	P	222268	AM TEST INC	Water Testing	\$360.00
						<b>Org Expense</b>	<b>\$360.00</b>
41703653: Water Associated Costs		202596	P	222284	WA ST DEPT OF HEALTH	Sanitary Survey Inspection 10.22.2024	\$1,224.00
						<b>Org Expense</b>	<b>\$1,224.00</b>
41709953: Support Services - Clearing		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$310.59
		202642	P	222280	CINTAS CORPORATION	PW COVERALL SERVICE	\$787.98
		202605	P	222328	ROBERT HALF	Temp R.Seal 1.10.2025	\$157.50
						<b>Org Expense</b>	<b>\$1,256.07</b>
42101553: GIS - Sewer Fund		202682	P	222326	RINGEL, MATT	REIMBURSE: Developer Summit 2025	\$89.15
		202683	P	222329	RODRIGUEZ, RENE	REIMBURSE: Developer Summit 2025	\$126.65
						<b>Org Expense</b>	<b>\$215.80</b>
42700153: Sewer Administration		202956	M	8	WA CITIES INSURANCE AUTHORITY	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$15,321.00
		202956	M	8	WA CITIES INSURANCE AUTHORITY	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$57,338.00
		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$16,148.07



# Accounts Payable Report by Organization

Item 4.

Org	PO#	Invoice#	TP	Check #	Vendor	Description	Amount	
							<b>Org Expense</b>	<b>\$88,807.07</b>
42903059: CIP Sewer Utility		202690	P	222278	CHIP GEORGE INC	3 LARGE DUAL CARRIER ANTENNAS - PUMP STATION	\$3,159.44	
		202691	P	222278	CHIP GEORGE INC	3 GENERATOR ANTENNAS	\$995.12	
							<b>Org Expense</b>	<b>\$4,154.56</b>
43101553: GIS - Stormwater Fund		202682	P	222326	RINGEL, MATT	REIMBURSE: Developer Summit 2025	\$89.15	
		202683	P	222329	RODRIGUEZ, RENE	REIMBURSE: Developer Summit 2025	\$126.65	
							<b>Org Expense</b>	<b>\$215.80</b>
43700153: Storm Water Administration		202956	M	8	WA CITIES INSURANCE AUTHORITY	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$12,789.00	
		202956	M	8	WA CITIES INSURANCE AUTHORITY	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$47,860.00	
		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$3,238.51	
							<b>Org Expense</b>	<b>\$63,887.51</b>
51701254: Fleet Services		202823	M	3	WEX INC	JAN25 WEX FUEL	\$13,467.45	
		202956	M	8	WA CITIES INSURANCE AUTHORITY	JAN25 WA CITIES MEMBER ASSESSMENT INVOICE	\$23,898.00	
		202601	P	222314	NAPA AUTO PARTS	Ford F150 Parts	\$38.62	
		2025020	P	222315	HARNISH GROUP INC	Fleet Parts	\$145.06	
		2025021	P	222315	HARNISH GROUP INC	Fleet Parts	\$104.98	
		2025021	P	222315	HARNISH GROUP INC	Fleet Parts	\$106.13	
		2025023	P	222313	NAPA AUTO PARTS	Fleet Parts	\$51.62	
		2025062	P	222316	NELSON PETROLEUM	Clear Diesel	\$2,621.80	
		2025080	P	222314	NAPA AUTO PARTS	Oil Filters	\$165.96	
		2025100	P	222314	NAPA AUTO PARTS	Single Edge Blades	\$9.82	
	2025101	P	222290	EMERALD SERVICES INC	Fleet Oil Service	\$101.02		
							<b>Org Expense</b>	<b>\$40,710.46</b>
51901559: Fleet Replacements		2025073	P	222317	PACIFIC NORTHWEST YACHTS LLC	Patrol 14 Refurbish	\$4,839.40	
		2025073	P	222317	PACIFIC NORTHWEST YACHTS LLC	Patrol 14 Refurbish	\$52,475.87	
							<b>Org Expense</b>	<b>\$57,315.27</b>
52101553: IGS Network Admin		202606	P	222327	RINGSQUARED TELECOM LLC	Long Distance Charges	\$59.63	
		2025005	P	222281	CIVICPLUS	Website Accessibility Subscription INV 321571	\$6,265.53	
		2025006	P	222281	CIVICPLUS	Website/Intranet Subscription Fee INV 322647	\$10,056.38	
		2025036	P	222334	SMARSH INC	Smarsh Annual Renewal	\$21,577.70	
		2025038	P	222267	ALL PHASE COMM LLC	Mitel Annual Renewal	\$14,877.00	
							<b>Org Expense</b>	<b>\$52,836.24</b>





# Accounts Payable Report by Organization

Item 4.

Org	PO#	Invoice#	TP	Check #	Vendor	Description	Amount
61450251: FF Pension Disbursement		202591	P	222273	BARNES, WILLIAM	LEOFF1 Fire Ret. Excess Benefits	\$3,133.75
		202592	P	222303	JOHNSON, CURTIS	LEOFF1 Fire Ret. Excess Benefits	\$1,978.49
		202593	P	222324	RAMSAY, JON	LEOFF1 Fire Ret. Excess Benefits	\$1,074.17
		202594	P	222332	SCHOENTRUP, WILLIAM	LEOFF1 Fire Ret. Excess Benefits	\$1,577.32
						<b>Org Expense</b>	<b>\$7,763.73</b>
62000051: Custodial Disbursements		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$49.43
		203031	M	14	WA ST DEPT OF REVENUE	JAN25 COMBINED EXCISE TAX	\$16,054.66
						<b>Org Expense</b>	<b>\$16,104.09</b>
<b>Total</b>							<b>\$4,239,943.11</b>



# CITY COUNCIL MINUTES REGULAR HYBRID MEETING FEBRUARY 4, 2025

Item 5.

## CALL TO ORDER & ROLL CALL

Mayor Salim Nice called the Regular Hybrid Meeting to order at 5:00 pm in the Slater Room Council Chambers at the Mercer Island Community & Event Center, 8236 SE 24<sup>th</sup> Street, Mercer Island, Washington.

Mayor Salim Nice, Deputy Mayor Dave Rosenbaum, and Councilmembers Lisa Anderl Jake Jacobson, Craig Reynolds, Wendy Weiker, and Ted Weinberg attended in person.

## PLEDGE OF ALLEGIANCE

The City Council delivered the Pledge of Allegiance.

## AGENDA APPROVAL

It was moved by Weinberg; seconded by Reynolds to:

**Approve the agenda as presented.**

PASSED: 7-0

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

## APPEARANCES

There were no public appearances.

## CONSENT AGENDA

### AB 6616: January 24, 2025 Payroll Certification

**Recommended Action:** Approve the January 24, 2025 Payroll Certification in the amount of \$959,520.59 and authorize the Mayor to sign the certification on behalf of the entire City Council.

### Certification of Claims:

**A. Check Register | 00222137-00222253 | 1/17/2025 | \$2,797,472.94**

**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 Regular Hybrid Meeting Minutes of January 21, 2025

**Recommended Action:** Approve the City Council Regular Hybrid Meeting Minutes of January 21, 2025.

### AB 6617: Rare Disease Day, Proclamation No. 353

**Recommended Actions:** Approve Proclamation No. 353 proclaiming February 28, 2025 as Rare Disease Day on Mercer Island.

### AB 6618: 2025-2026 Work Plan Update

**Recommended Action:** Receive report. No action necessary.

**AB 6619: Public Works Building Seismic Retrofit Project Appropriation and Bid Award**

**Recommended Action:** Award Public Works Building Seismic Retrofit construction project to Casa Bella LLC, a Washington based company, authorize the City Manager to execute a contract with Casa Bella LLC for the construction of Public Works Building Seismic Retrofit in an amount not to exceed \$886,887, and appropriate \$1,138,420 from the Capital Improvement Project fund for the seismic retrofits at the Public Works building.

**AB 6620: Safe Streets and Roads for All Program Grant Agreement**

**Recommended Action:** Authorize the City Manager to accept the Fiscal Year 2023 Safe Street and Roads for All Grant Program award in Exhibit 1 and execute all agreements and amendments related to the grant program.

**AB 6621: Washington State Transportation Improvement Board Grant Agreement**

**Recommended Action:** Authorize the City Manager to accept a Washington State Transportation Improvement Board grant award described in Exhibit 1 in the amount of \$850,000 to design and construct the Island Crest Way Shared Use Path Phase 1 project, and to execute all agreements and amendments related to the grant.

**AB 6623: Renewal of Interlocal Agreement with Mercer Island School District for Enrollment of City Employee's Children/Dependents**

**Recommended Action:** Authorize the City Manager or designee to execute the renewal to the interlocal agreement with the Mercer Island School District No. 400 for enrollment of City employee's children/dependents substantially in the form attached as Exhibit 1.

**AB 6624: Fire Apparatus Acquisition and Financing (Ordinance No. 25-04, Second Reading)**

**Recommended Action:** Authorize the City Manager or designee to execute the renewal to the interlocal agreement with the Mercer Island School District No. 400 for enrollment of City employee's children/dependents substantially in the form attached as Exhibit 1.

**AB 6625: Ratification of a Joint Letter to Governor Ferguson Seeking Support for the Washinton State Major Disaster Declaration in Response to the November 2024 Bomb Cyclone**

**Recommended Action:** Ratify the Joint Letter to Governor Ferguson, signed by Mayor Nice and other King County Mayors on February 3, 2025, seeking support for the Major Disaster Declaration in response to the November 2024 bomb cyclone.

It was moved by Rosenbaum; seconded by Reynolds to:

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

PASSED: 7-0

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

**REGULAR BUSINESS****AB 6622: Public Hearing on Interim Development Regulations Related to Middle Housing and Accessory Dwelling Units (Ordinance No. 25C-02 First Reading)**

Mayor Nice opened the public hearing at 5:04 pm. There being no public comments, Mayor Nice closed the public hearing at 5:05 pm.

CPD Director Jeff Thomas spoke about the process to develop the proposed interim development regulations.

CPD Deputy Director Alison Van Gorp spoke about the legislative requirements of HB 1110, HB 1337, and SB 5258, about the scope of work for the interim regulations and development of permeant regulations, provided an overview of the proposed regulations in Ordinance No. 25C-02.

City Council discussed the proposal and asked questions of staff.

It was moved by Jacobson; seconded by Reynolds to:

**Set Ordinance No. 25.C-02 for second reading on March 4, 2025**

PASSED: 7-0

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

**OTHER BUSINESS**

**Planning Schedule**

City Manager Jessi Bon noted that the February 18 meeting has been canceled and spoke about the Joint Meeting with the School Board on February 6 and the March 4 City Council meeting.

**Councilmember Absences and Reports**

Councilmember Reynolds noted that the Parks & Recreation Commission is meeting on Thursday.

Councilmember Weinberg noted his next monthly open lunch will be at 12pm on February 15 at Toshi's Teriyaki.

**ADJOURNMENT**

The Regular Hybrid Council Meeting adjourned at 5:13 pm.

\_\_\_\_\_  
Salim Nice, Mayor

Attest:

\_\_\_\_\_  
Andrea Larson, City Clerk



# CITY COUNCIL MINUTES SPECIAL HYBRID MEETING – 2025 PLANNING SESSION FEBRUARY 4, 2025

Item 5.

## CALL TO ORDER & ROLL CALL

Mayor Salim Nice called the Special Hybrid Meeting (2025 City Council Planning Session) to order at 12:03 pm in the Slater Room Council Chambers at the Mercer Island Community & Event Center, 8236 SE 24<sup>th</sup> Street, Mercer Island, Washington.

Mayor Salim Nice, Deputy Mayor Dave Rosenbaum, and Councilmembers Lisa Anderl, Jake Jacobson, Craig Reynolds, Wendy Weiker, and Ted Weinberg (arrived at 12:19pm) attended in person.

## PLEDGE OF ALLEGIANCE

The City Council delivered the Pledge of Allegiance.

## AGENDA APPROVAL

It was moved by Rosenbaum; seconded by Jacobson to:

**Approve the agenda as presented.**

PASSED: 6-0

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

ABSENT: 1 (Weinberg)

## PLANNING SESSION BUSINESS

### AB 6604: Public Safety and Maintenance Facility Design Workshop

City Manager Jessi Bon presented information to the City Council about the history of City facilities. She spoke about long range facility planning that began in early 2023, the facilities on the City Hall campus that include City Hall and the Public Works building and yard, the emergency closure of City Hall in April 2023, and the permanent closure of City Hall in October 2023. She spoke about the facility condition assessment of the Public Works building that shows it is not suitable for current staff and operational needs.

City Manager Bon spoke about the displacement of staff from City Hall, working locations for staff that have been displaced, and how 80% of the workforce is on Island everyday spread throughout various City facilities. She spoke about the modular buildings that have been put on the City Hall campus for the Police Department and the relocation of the Municipal Court to the City of Newcastle City Hall.

City Manager Bon discussed the “pre-design” work for the Public Safety and Maintenance (PSM) Building including staff workshops, identifying key needs for the Police Department, Public Works Department, Emergency Operations Center, IT/GIS, and where shared spaces can be located in the building. She spoke about the building being built and designed as a risk category IV building, the highest risk category because the building needs to be operational in the event of an earthquake or other large emergency.

City Manager Bon spoke about the schematic design phase of the PSM building that has included tours of other public safety and maintenance buildings in the region, site visits and detailed analysis of existing City facilities, design meetings, and about the ongoing work with the design team. She discussed the timeline for City Council review and community engagement.

Consultant Aaron Young from Northwest Studio spoke about the site conditions and current facilities on both the City Hall and Public Works properties and discussed the five site and facility design strategies that have been applied in the design to create efficiencies in the building and on the site. He spoke about the organization of the site, the vehicular circulation for the public and staff, about building organization on each



floor by department, and how the spaces in the PSM would function for staff and the public.

Mr. Young presented the lower yard site plan and composition that will house an operations building and covered vehicle and equipment storage for Public Works. He spoke about the programmatic functions of the operations building that include the warehouse, maintenance bays, vehicle and equipment parking, oversized vehicle and equipment parking, the shop, and office space. Mr. Young presented the organization and site plan of the upper yard that will include a decant facility, raw materials storage, organics and waste, and a vehicle wash bay.

City Council asked questions of staff and consultants and provided feedback throughout the presentation.

Mr. Young spoke about the design questions that staff are looking for feedback on including:

- A. **Solar Power** – consider further study to assess a potential roof mounted solar power system to increase emergency resiliency, support future vehicle and equipment fleet electrification, and lower operational energy costs.
- B. **Rainwater harvesting** – consider use of harvesting rainwater for on-site storage and reuse at vehicle and equipment wash stations, wheel wash areas, and general site maintenance.
- C. **Potable water storage** – consider storing potable water on site to increase buildings emergency resiliency. A rooftop storage tank would enable gravity-fed water distribution for the facility during emergencies that affect the Island’s water supply.
- D. **Structural systems for buildings and weather coverings** – there are three primary structural systems available for consideration Mass Timber, Steel, and Concrete (cast-in-place or precast).
- E. **Expanding the Upper Yard** – consider if the Covered Vehicle and Equipment Storage structure should be designed as a load-bearing deck to enable the use of the structures roof for material lay-down and vehicular access.
- F. **PSM Building Roof Extents** – consider the extent the roof of the PSM building is used to create covered parking. Covered parking could be limited to essential functions related to MIPD vehicles only as a potential cost saving measure.
- G. **PSM Building parking garage** – consider moving staff parking underneath the footprint of the PSM Building by raising the PSM Building to include a one-story at grade parking structure.

City Council discussed the questions and provided feedback.

City Manager Bon spoke about the preliminary cost estimate for the PSM facility of \$105 to \$110 million, which includes construction costs, soft costs, an escalation faction, and state and local sales tax.

City Council was in recess from 3:01 pm – 3:13 pm.

### **AB 6605: Update on Water Supply Line Project Update**

Chief of Operations Jason Kintner provided an update on the water supply line project. He spoke about the water emergencies in 2023 and 2024 and the work that has ensued to evaluate and develop near- and long-term opportunities to improve the water system reliability and reduce risk of future water supply emergencies on Mercer Island.

He provided an overview of the location of the water supply line to the City of Mercer Island from Seattle Public Utilities, the proposed new location of the water supply line, and the options for long term water service to Shorewood Apartments that include the staff recommendation to connect Shorewood via two new pipes and master meters. Chief of Operations Kintner spoke about why an alternative delivery method of Heavy Civil GC/CM was selected for this project, the benefits of using this alternative delivery method, and next steps for the project.

City Council asked questions and provided feedback to staff.

### **AB 6606: 2024 Community Member of the Year**

City Clerk Andrea Larson presented the process for selection of the 2024 Community Member of the Year.

Mayor Nice asked for nominations. Mayor Nice nominated Elwood Howse. Deputy Mayor Rosenbaum nominated Jennifer Goodrich.

City Clerk Larson sent email ballots to the City Council. The ballot results were:

- Anderl – Howse
- Jacobson – Abstain
- Nice – Howse
- Reynolds – Goodrich
- Rosenbaum – Goodrich
- Weiker – Goodrich
- Weinberg – Goodrich

It was moved by Rosenbaum; seconded by Weinberg to:

**Select Jennifer Goodrich as the 2024 Community Member of the Year.**

PASSED: 7-0

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

**ADJOURNMENT**

The Special Hybrid Meeting – Planning Session adjourned at 4:01 pm.

Attest:

\_\_\_\_\_  
Salim Nice, Mayor

\_\_\_\_\_  
Andrea Larson, City Clerk



# CITY COUNCIL MINUTES SPECIAL JOINT MEETING WITH MISD BOARD FEBRUARY 6, 2025

Item 5.

## CALL TO ORDER & ROLL CALL

School Board President Maggie Tai Tucker called the joint meeting to order at 6:15 pm in the MISD Administration Building Board Room located at 4160 86th Ave SE Mercer Island, Washington.

Mayor Salim Nice, Deputy Mayor David Rosenbaum and Councilmembers Jake Jacobson and Ted Weinberg were present. Councilmembers Lisa Anderl, Craig Reynolds, and Wendy Weiker were absent.

## JOINT MEETING BUSINESS

### Safe Routes to Schools

Chief of Operations Jason Kintner reviewed projects included in the City's Transportation Improvement Program (TIP), with reference to the attachment to the agenda. The projects focus on safe routes to schools and are planned for the period 2025 through 2030. The presentation highlighted eight key projects scheduled for construction, including sidewalk improvements across various locations and improvements/enhancement along Island Crest Way. It was noted that the design phase for these projects typically occurs a year prior to construction. Two of the planned projects were delayed by a year due to the water emergency in summer 2024, which necessitated the replacement of a water supply line before any sidewalk construction could occur. Some discussion occurred, and District staff expressed appreciation for the partnership with the City in ensuring student safety.

Police Chief Chris Sutter offered comments on e-bike/scooter safety around school facilities. He noted that educational campaigns aimed at students and parents are in the works, focusing on the legalities and safety measures associated with these vehicles (e.g., assembly at IMS, student-led efforts at MIHS). Deputy Mayor Dave Rosenbaum noted that there is little the City can do when a parent purchases an e-motorcycle for their child; however, they are looking at what restrictions might be applied on City-owned property to improve safety, especially in advance of warm weather. Superintendent Fred Rundle acknowledged Deputy Mayor Rosenbaum's and Chief Sutter's efforts to listen to PTA members, principals and others and consider their input. Councilmember Weinberg inquired about reviving the bike rodeo to help educate kids in a fun environment.

### Long Range Facility Planning

MISD Owner's Representative Brandi Fox discussed capital projects planned for the summer of 2025, specifically repainting the interiors and exteriors of the elementary schools (i.e., Island Park, Lakeridge and West Mercer) and the progressive design build project at Mary Wayte Pool, which will require some collaboration with City staff.

Mayor Salim Nice discussed the City's comprehensive capital facilities assessment to evaluate all buildings within its inventory. He noted that, during this assessment, asbestos was discovered at City Hall, necessitating immediate investigation and leading to the conclusion that reoccupying the was not feasible. The costs associated with addressing the asbestos issues surpassed the building's value, resulting in its permanent closure. The focus has now shifted to addressing the essential needs of City services, including public safety and public works, with an early design phase underway for a new public safety and maintenance building to be located on the former City Hall campus. This site is intended to accommodate the significant vehicle movement related to public works and police operations. The City held a study session in October to discuss design options for the new building and intends to look into funding options once five percent of the overall design details are finalized. The building will include a "store front" which will serve as an expanded customer service area to house the City's Customer Service team. Chief of Operations Kintner indicated that the City is focused on maintaining existing facilities and discussed the seismic retrofit at the current public works building to extend its life by five to seven years. Councilmember Jake Jacobson discussed the need to address rerouting of the City's water system.

Some discussion occurred around the District's bond initiative, scheduled to be included on the April special election ballot, as well as anticipated projects in the future to address three aging elementary schools. Councilmember Ted Weinberg emphasized the need to find a balance between revitalizing schools and modernizing the City's water and sewer infrastructure. He noted that the City has steadily increased investment in water and sewer and is seeing the benefit of a reduction in the number of water main breaks each year. He suggested that the City will likely need to continue issuing bonds to fund this investment and he encouraged collaboration between District and City leadership when bringing something before the voters.

**Points of Collaboration and Partnership**

Mayor Nice discussed the impact of the bomb cyclone in November, including the unique challenges, lessons learned and extraordinary unbudgeted costs. He expressed appreciation for the District's collaboration in opening IMS for use as a charging station, warming center and a gathering place for information as well as providing access for refueling of certain police and powered vehicles. Superintendent Rundle and directors also acknowledged the City-District partnership, highlighting, among other things, the relationship with Mercer Island Youth and Family Services (MIYFS). YFS Administrator Derek Franklin shared that 500 people have registered to attend the annual MIYFS breakfast on February 12 and noted this is a great chance to come support school counselors and the organization.

**ADJOURNMENT**

The Special Joint Meeting adjourned at 7:05 pm.

\_\_\_\_\_  
Salim Nice, Mayor

Attest:

\_\_\_\_\_  
Andrea Larson, City Clerk



**CITY COUNCIL MINUTES  
SPECIAL HYBRID MEETING  
FEBRUARY 25, 2025**

Item 5.

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**CALL TO ORDER & ROLL CALL**

Mayor Salim Nice called the Special Meeting to order at 1:03 pm via MS Teams.

Mayor Salim Nice, Deputy Mayor Dave Rosenbaum, and Councilmembers Lisa Anderl, Jake Jacobson, Wendy Weiker (arrived 1:18 pm), and Ted Weinberg attended via MS Teams. Councilmembers Craig Reynolds and were absent.

**EXECUTIVE SESSION**

At 1:03 pm, Mayor Nice convened an Executive Session via Microsoft Teams to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW 42.30.110(1)(b).

Mayor Nice adjourned the Executive Session at 1:23 pm.

**ADJOURNMENT**

The Special Council Meeting adjourned at 1:23 pm.

\_\_\_\_\_  
Salim Nice, Mayor

Attest:

\_\_\_\_\_  
Andrea Larson, City Clerk





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

**AB 6627  
March 4, 2025  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 6627: Interim Development Regulations Related to Middle Housing and Accessory Dwelling Units (Second Reading, Ordinance No. 25C-02).	<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
<b>RECOMMENDED ACTION:</b>	Adopt Ordinance No. 25C-02 establishing interim development regulations in Title 19 Mercer Island City Code related to Middle Housing and Accessory Dwelling Units, with an effective date of June 30, 2025.	

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Jeff Thomas, Community Planning and Development Director Alison Van Gorp, Community Planning and Development Deputy Director
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	n/a
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

**EXECUTIVE SUMMARY**

The purpose of this agenda bill is to hold the second reading of Ordinance No. 25C-02 related to interim regulations for Middle Housing and Accessory Dwelling Units (ADUs).

- Previously, the City Council held two work sessions and a public hearing on these topics, on January 7 ([AB 6556](#)), January 21 ([AB 6600](#)) and February 4 ([AB 6622](#)).
- In 2023, the Washington State legislature passed [HB 1110](#) and [HB 1337](#) establishing new requirements for development on residential lots in Washington cities, including Mercer Island.
- Mercer Island must also allow 2 to 4 units of middle housing on each lot located in the Residential zones (R-8.4, R-9.6, R-12 and R-15). Middle housing is moderate density housing that is compatible in scale, form and character with single-family houses. The City must allow at least six of the prescribed nine types of middle housing.
- Mercer Island must allow two Accessory Dwelling Units (ADUs) on each lot where single-family homes are allowed (R, MF, PBZ and TC zones). ADUs can be attached, detached, or a combination and they can be a conversion of an existing building.
- Ordinance No. 25C-02, will provide interim development regulations that permit middle housing development in the residential zones and also amend regulations related to ADUs. This will provide

minimum compliance with HB 1110 and HB 1337. Permanent development regulations will be developed in the future with additional community engagement, analysis of policy options and refinement of the interim development regulations.

## BACKGROUND

### LEGISLATIVE REQUIREMENTS

In 2023, the Washington State Legislature adopted [House Bill 1110](#), commonly referred to as the “middle housing” bill. The main provisions of HB 1110 are codified as part of the Growth Management Act (GMA) in [RCW 36.70A.635](#) through [RCW 36.70A.638](#) and require many cities in the state to allow a range of moderate density housing types in areas that have predominantly allowed detached homes. The legislature also adopted [HB 1337](#) in 2023, codified as RCW [36.70A.680](#), [681](#) and [696](#), and requiring cities to permit two accessory dwelling units (ADUs) on all lots that permit single-family homes. Together these bills were intended to increase housing options that are more affordable across income levels.

Cities are required to adopt regulations in compliance with these new GMA requirements by six months after the due date for adoption of the periodic update of the comprehensive plan (June 30, 2025 for Mercer Island). If cities do not come into compliance by the due date, the state statute will "supersede, preempt and invalidate any conflicting local development regulations." In the case of HB 1110, the state has adopted a model ordinance that will preempt any relevant local regulations if compliant regulations are not adopted by the deadline. More details on the requirements of each of these pieces of legislation is provided in [AB 6556](#).

### APPROACH AND SCOPE OF WORK

Initial compliance with [HB 1110](#), [HB 1337](#) and the [SB 5258](#) unit lot subdivision requirements will be achieved via adoption of two ordinances with interim development regulations. This approach will allow the City to adopt minimally compliant development regulations in a short timeframe to meet the compliance deadline. It will also allow adequate time for review of code amendments related to other legislative mandates that have deadlines in 2025 (including [HB 1293](#), [HB 1042](#), and [HB 1998](#)), as well as addressing interim development regulations adopted in 2024 that will expire in 2025.

This initial phase will focus on complying with the minimum requirements of the legislation, as described above. This approach will apply the existing dimensional standards in the residential zones to the newly permitted housing types (including floor area, lot coverage, building height, setbacks, etc.). It may also include additional action to address the policy options described below. It will not include development regulations tailored to specific housing types.

The City is planning a future second phase of work aimed at adopting permanent development regulations. This second phase will include additional community engagement, analysis of additional policy options and refinement of the interim development regulations. If development regulations or incentives related to specific housing types or any other policy options are desired, they can be developed during Phase 2.

## ISSUE/DISCUSSION

Ordinance No. 25C-02 will enact interim development regulations for a period of one year, beginning on June 30, 2025. These interim regulations include the following:

- Amendments to MICC 19.02.010 Single-family to permit middle housing and allow more than one ADU per lot.

- Amendments to MICC 19.02.020 Development Standards to modify the Gross Floor area incentive for ADUs to specify that the incentive applies to single family homes with attached ADUS when an additional off-street parking space is provided for the ADU.
- A new section MICC 19.02.025 Middle Housing permitting the following housing types in the R-8.4, R-9.6, R-12 and R-15 zones: duplex, triplex, fourplex, townhouses, courtyard apartments, and stacked flats, subject to unit density, affordable housing and parking standards specific to these housing types.
- Amendments to MICC 19.02.030 Accessory Dwelling Units to remove the owner occupancy requirement, permit up to two ADUs per lot, increase the maximum gross floor area to 1,000 square feet, add parking requirements and a few additional changes to comply with requirements in HB 1337.
- Amendments to MICC 19.16.010 Definitions to revise and add definitions pertinent to the above amendments.

## NEXT STEPS

Ordinance No. 25C-02 has an effective date of June 30, 2025, the compliance deadline established for Mercer Island by HB 1110 and HB 1337. City staff will use the time between adoption of the ordinance and this effective date to update the City website and permit forms and train permit review staff on the regulatory changes.

## RECOMMENDED ACTIONS

Adopt Ordinance No. 25.C-02 establishing interim development regulations in Title 19 Mercer Island City Code related to Middle Housing and Accessory Dwelling Units, with an effective date of June 30, 2025.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 25C-02**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,  
AMENDING TITLE 19 MICC TO COMPLY WITH HB 1110 AND HB 1337 ON AN  
INTERIM BASIS; ADOPTING A WORK PLAN; 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 2023 the Washington State legislature passed Engrossed House Bill (EHB) 1337 (chapter 334, Laws of 2023) related to accessory dwelling units (ADUs), codified in the Revised Code of Washington (RCW) sections 36.70A.680, .681 and .696; and

**WHEREAS**, in passing E2SHB 1337 (chapter 334, Laws of 2023) the State legislature found that Washington state is experiencing a housing affordability crisis and many communities across the state are in need of more housing for renters across the income spectrum; and

**WHEREAS**, the State legislature further found that many cities dedicate the majority of residentially zoned land to single detached houses that are increasingly financially out of reach for many households and, due to their smaller size, accessory dwelling units can provide a more affordable housing option in those single-family zones; and

**WHEREAS**, in 2023 the Washington State legislature passed Engrossed Substitute House Bill (E2SHB) 1110 (chapter 332, Laws of 2023) related to middle housing, codified in the RCW 36.70A.635 through .638; and

**WHEREAS**, in passing E2SHB 1110 (chapter 332, Laws of 2023) the State legislature found that there is continued need for the development of housing at all income levels, including middle housing that will provide a wider variety of housing options and configurations to allow Washingtonians to live near where they work and that homes developed at higher densities are more affordable by design for Washington residents both in their construction and reduced household energy and transportation costs; and

**WHEREAS**, in 2024 the Washington State legislature passed Engrossed Substitute House Bill (ESHB) 2321 (chapter 152, Laws of 2024), which modified certain middle housing requirements in RCW 36.70A.635, as well as amended definitions in RCW 36.70A.030; and

**WHEREAS**, on November 19, 2024, the Mercer Island City council passed Ordinance No. 24C-16 incorporating middle housing and accessory dwelling unit policies into the Housing Element of the Comprehensive Plan as required by House Bill 1220 (chapter 254, Laws of 2021); and

**WHEREAS**, adoption of the ordinance will bring the City of Mercer Island into compliance with RCW 36.70A.635 through .638 and .680, .681 and .696 and will serve the general welfare of the public; and

**WHEREAS**, the City is authorized under RCW 35A.63.220 and RCW 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**, the City Council held a public hearing on February 4, 2025 regarding this interim zoning and official control ordinance; and

**WHEREAS**, the City is authorized under RCW 35A.63.220 and 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**, City Staff have developed a work plan for related studies and community engagement on middle housing and ADUs and such work plan is attached to this Ordinance as Exhibit A;

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

**Section 1: Whereas Clauses Adopted.** The “Whereas Clauses” set forth in the recitals of this ordinance are adopted as the findings and conclusions of the City Council for passing this ordinance.

**Section 2: Section 19.02.010 MICC, Single-family, Amended.** MICC Section 19.02.010, Single-family, is amended as shown in Exhibit B.

**Section 3: Section 19.02.020 MICC, Development Standards Amended.** MICC Section 19.02.020, Development Standards, is amended as shown in Exhibit C.

**Section 4: Section 19.02.025 MICC, Middle Housing, Addition.** MICC Section 19.02.025, Middle Housing, is added section as shown in Exhibit D.

**Section 5: Section 19.02.030 MICC, Accessory dwelling units, Amended.** MICC Section 19.02.030, Accessory dwelling units, is amended as shown in Exhibit E.

**Section 6: Section 19.16.010 MICC, Definitions, Amended.** MICC Section 19.16.010, Definitions, is amended as shown in Exhibit F.

**Section 7: Duration of Interim Zoning and Official Controls.** The interim zoning and official controls adopted in sections 2, 3, 4, 5, and 6 of this ordinance shall be effective for a period of one year, unless repealed, extended, or modified by the City Council.

**Section 8: Adoption of Work Plan.** The work plan attached to this ordinance as Exhibit A is adopted.

**Section 9: 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 10: Effective Date.** This ordinance shall take effect and be in force on June 30, 2025, provided 5 days have passed since its passage and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON MARCH 4, 2025.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Salim Nice, Mayor

Approved as to Form:

ATTEST:

\_\_\_\_\_  
Bio Park, City Attorney

\_\_\_\_\_  
Andrea Larson, City Clerk

Date of Publication: \_\_\_\_\_

**Exhibit A**

Middle Housing and ADU Code Amendments Work Plan

<ul style="list-style-type: none"> <li>A. Community engagement             <ul style="list-style-type: none"> <li>a. Inform and educate the public on the new middle housing regulations and options for tailoring regulations to Mercer Island’s needs</li> <li>b. Gather input on housing needs and desired housing types</li> </ul> </li> <li>B. Technical analysis and staff recommendation             <ul style="list-style-type: none"> <li>a. Review peer city approaches</li> <li>b. Develop options for tailoring middle housing regulations to Mercer Island’s needs, incentives to encourage certain development types and design standards</li> <li>c. Prepare a staff recommendation and begin drafting a code amendment based on the above information</li> <li>d. Prepare a SEPA Checklist and determination on the proposed amendment, provide notification to state agencies and tribes</li> </ul> </li> </ul>	<p>Q3, Q4 2025</p>
<ul style="list-style-type: none"> <li>C. Planning Commission review and recommendation on a draft code amendment             <ul style="list-style-type: none"> <li>a. Public outreach, including public hearing</li> <li>b. Approximately 3 points of review by the commission – study session, public hearing, and recommendation</li> </ul> </li> </ul>	<p>Q1 2026</p>
<ul style="list-style-type: none"> <li>D. City Council review and approval of code amendment             <ul style="list-style-type: none"> <li>a. First and second reading of the ordinance</li> </ul> </li> </ul>	<p>Q2 2026</p>

## Exhibit B

### 19.02.010 Single-family.

A use not permitted by this section is prohibited. Please refer to MICC 19.06.010 for other prohibited uses.

- A. *Uses permitted in Zones R-8.4, R-9.6, R-12, and R-15.*
1. Single-family dwelling.
  2. Accessory buildings incidental to the main building.
  3. Private recreational areas.
  4. Public schools accredited or approved by the state for compulsory school attendance, subject to design commission review and all of the following conditions:
    - a. All structures shall be located at least 35 feet from any abutting property and at least 45 feet from any public right-of-way.
    - b. Off-street parking shall be established and maintained at a minimum ratio of one parking space per classroom with high schools providing an additional one parking space per ten students.
    - c. A one-fourth acre or larger playfield shall be provided in one usable unit abutting or adjacent to the site.
  5. Home business as an accessory use to the residential use, subject to all of the following conditions:
    - a. The home business may make those improvements to the home business normally allowed for single-family residences. For a day care, play equipment and play areas are not allowed in front yards.
    - b. Only those persons who reside on the premises and one other person shall be permitted to engage in the business on the premises at any one time; provided, that a day care or preschool may have up to three nonresident employees on the premises at any one time. This limitation applies to all owners, managers, staff or volunteers who operate the business.
    - c. There shall be no exterior storage or display of materials except as otherwise allowed for single-family residences, and no sign advertising the home business located on the premises except as specifically allowed by MICC 19.12.080(B).
    - d. No offensive noise, vibration, smoke, dust, odor, heat or glare or excessive traffic to and from the premises shall be produced or generated by the home business.
    - e. The home business shall not involve the use of more than 30 percent of the gross floor area of the residence, not including the allowed basement exclusion area consistent with subsection E of this section and MICC 19.16.010. However, a day care or preschool may use up to 75 percent of said gross floor area.

- f. No home business shall be permitted that generates parking demand that cannot be accommodated on the lots consistent with the applicable maximum impervious surface coverage limits of MICC 19.02.060. Parking shall be provided to handle the expected parking demand. In the case of a day care or preschool, parking for residents and employees shall occur on site; resident and employee parking shall not occur on an adjacent street.
  - g. The business shall not provide healthcare services, personal services, automobile repairs; serve as a restaurant, commercial stable, kennel, or place of instruction licensed as a school under state law and which will operate with more than three students at a time; or serve as a bed and breakfast without a conditional use permit as set out in subsection (C)(7) of this section. Nothing contained in this subsection (A)(5)(g) shall be interpreted to prohibit a day care.
  - h. A day care shall be limited to 18 children maximum (not including dependents) at a time.
6. Public park subject to the following conditions:
    - a. Access to local and/or arterial thoroughfares shall be reasonably provided.
    - b. Outdoor lighting shall be located to minimize glare upon abutting property and streets.
    - c. Major structures, ballfields and sport courts shall be located at least 20 feet from any abutting property.
    - d. If a permit is required for a proposed improvement, a plot, landscape and building plan showing compliance with these conditions shall be filed with the city community planning and development department (CPD) for its approval.
  7. Semi-private waterfront recreation areas for use by ten or fewer families, subject to the conditions set out in MICC 19.07.110.
  8. ~~One~~ Accessory dwelling units (ADU) per single family dwelling subject to conditions set out in MICC 19.02.030.
  9. Special needs group housing as provided in MICC 19.06.080.
  10. Social service transitional housing, as provided in MICC 19.06.080.
  11. A state-licensed day care or preschool as an accessory use, when situated at and subordinate to a legally established place of worship, public school, private school, or public facility, meeting the following requirements:
    - a. The number of children in attendance at any given time shall be no more than 20 percent of the legal occupancy capacity of the buildings on the site, in the aggregate.
    - b. Signage shall be consistent with the provisions of MICC 19.12.080(B)(3).
    - c. Off-street parking provided by the primary use shall be deemed sufficient for the accessory day care or preschool if at least one space per employee is provided, and either:

- i. One additional parking space is provided for every five children in attendance, or
  - ii. Adequate pick-up and drop-off space is provided as determined by the code official.
- 12. Places of worship may have a stage theater program as an accessory use. Stage theater programs are defined as productions of live presentations involving the performances of actors or actresses, singers, dancers, musical groups, or artists. Stage theater programs also include related classes and instructional workshops. Adequate parking must be provided, as determined by the code official.
- 13. Open space.
- 14. Middle Housing subject to MICC 19.02.025.
- B. *Additional use permitted in zones R-9.6, R-12, and R-15.* One accessory building for the housing of domestic animals and fowl, having a floor area not to exceed 36 square feet for each lot and located not less than 65 feet from any place of habitation other than the owners'; provided, the roaming area shall be fenced and located not less than 35 feet from any adjacent place of human habitation.
- C. *Conditional uses.* The following uses are permitted when authorized by the issuance of a conditional use permit when the applicable conditions set forth in this section and in MICC 19.15.040 have been met:
  - 1. Government services, public facilities, utilities, and museums and art exhibitions, subject to the following conditions:
    - a. All structures shall be located at least 20 feet from any abutting property;
    - b. Off-street parking shall be established and maintained at a minimum ratio of one parking space for each 200 square feet of gross floor area; and
    - c. Utilities shall be shielded from abutting properties and streets by a sight obscuring protective strip of trees or shrubs.
  - 2. Private schools accredited or approved by the state for compulsory school attendance, subject to conditions set out in subsection (A)(4) of this section.
  - 3. Places of worship subject to the following conditions:
    - a. All structures shall be located at least 35 feet from any abutting property.
    - b. Off-street parking shall be established and maintained at a ratio of one parking space for each five seats in the chapel, nave, sanctuary, or similar worship area.
  - 4. Noncommercial recreational areas, subject to the conditions contained in subsection (A)(6) of this section.
  - 5. Semi-private waterfront recreation areas for use by more than ten families, subject to conditions set out in MICC 19.07.110.
  - 6. Retirement homes located on property used primarily for a place of worship subject to the following conditions:

- a. Retirement home structures shall not occupy more than 20 percent of the lot; provided, the total lot coverage for the retirement home, the place of worship, and all other structures shall not exceed the lot coverage specified in MICC 19.02.060.
  - b. A plot, landscape and building plan shall be filed with the design commission for its approval, and the construction and maintenance of buildings and structures and the establishment and continuation of uses shall comply with the approved plot, landscape and building plan. Alterations to the project are permitted only upon approval by the design commission of a new or amended plan.
  - c. The number of dwelling units shall be determined by the planning commission upon examination of the following factors:
    - i. Demonstrated need;
    - ii. Location, size, shape and extent of existing development on the subject property;
    - iii. Nature of the surrounding neighborhood; and
    - iv. Legal assurances that the entire property remains contiguous, and that the retirement home is owned and controlled by the applicant religious organization.
  - d. The retirement home shall be located at least 35 feet from all abutting property.
  - e. Off-street parking shall be established and maintained at a ratio of one-half parking space for each dwelling unit.
7. The use of a single-family dwelling as a bed and breakfast subject to the following conditions:
- a. The bed and breakfast facility shall meet all applicable health, fire, and building codes.
  - b. Not more than four rooms shall be offered to the public for lodging.
  - c. There shall be no external modification of any structure that alters the residential nature of the premises.
  - d. The bed and breakfast shall be the primary residence of the operator.
  - e. In addition to the parking required set out in MICC 19.02.020(G), one off-street parking space, not located in the lot setbacks, shall be provided for each rental room.
  - f. Meals shall be made available only to guests, and not to the general public.
8. Nonschool uses of school buildings, subject to the following conditions:
- a. No use or proposed use shall be more intensive than the school activity it replaced. Consideration shall be given to quantifiable data, such as, but not limited to, traffic generation, parking demand, noise, hours of operation;



- b. All activities, with the exception of outdoor recreation shall be confined to the interior of the building(s);
  - c. Exterior modification of the building(s) shall not be permitted if such a modification would result in an increase in the usable area of the building(s);
  - d. Minor changes in the building exterior, landscaping, signs, and parking may be permitted subject to the review and approval of the design commission; and
  - e. Off-street parking for all activities at the site shall be provided in existing school parking lots.
  - f. *Termination.* Conditional use permits for nonschool uses shall terminate and the use of the site shall conform to the requirements of the zone in which the school building is located on the day of the termination under the following conditions:
    - i. The school building is demolished or sold by the Mercer Island school district.
    - ii. The city council revokes the permit on the recommendation of the planning commission. Revocation shall be based on a finding that the authorized use constitutes a nuisance or is harmful to the public welfare, or the applicant has failed to meet the conditions imposed by the city.
  - g. *Revision.* Any modification to a nonschool conditional use permit shall be approved by the planning commission; however, the code official may approve minor modifications that are consistent with the above stated conditions.
9. A state-licensed day care or preschool not meeting the requirements of subsection (A)(11) of this section, subject to the following conditions:
- a. Off-street parking and passenger loading shall be sufficient to meet the needs of the proposed day care or preschool without causing overflow impacts onto adjacent streets.
  - b. Signage shall be consistent with the provisions of MICC 19.12.080(B)(3).

## Exhibit C

### 19.02.020 Development standards.

#### A. *Minimum net lot area.*

R-8.4:	The net lot area shall be at least 8,400 square feet. Lot width shall be at least 60 feet and lot depth shall be at least 80 feet.
R-9.6:	The net lot area shall be at least 9,600 square feet. Lot width shall be at least 75 feet and lot depth shall be at least 80 feet.
R-12:	The net lot area shall be at least 12,000 square feet. Lot width shall be at least 75 feet and lot depth shall be at least 80 feet.
R-15:	The net lot area shall be at least 15,000 square feet. Lot width shall be at least 90 feet and lot depth shall be at least 80 feet.

1. Minimum net lot area requirements do not apply to any lot that came into existence before September 28, 1960. In order to be used as a building site, lots that do not meet minimum net lot area requirements shall comply with MICC 19.01.050(G)(3).
2. In determining whether a lot complies with the minimum net lot area requirements, the following shall be excluded: the area between lateral lines of any such lot and any part of such lot which is part of a street.
3. Middle housing development is subject to lot size requirements defined in subsection A as well as Unit Density standards defined in MICC 19.02.025(E).

[...]

#### D. *Gross floor area.*

1. Except as provided in subsection (D)(3) of this section, the gross floor area shall not exceed:
  - a. R-8.4: 5,000 square feet or 40 percent of the lot area, whichever is less.
  - b. R-9.6: 8,000 square feet or 40 percent of the lot area, whichever is less.
  - c. R-12: 10,000 square feet or 40 percent of the lot area, whichever is less.
  - d. R-15: 12,000 square feet or 40 percent of the lot area, whichever is less.
2. *Gross floor area calculation.* The gross floor area is the sum of the floor area(s) bounded by the exterior faces of each building on a residential lot, provided:
  - a. The gross floor area shall be 150 percent of the floor area of that portion of a room(s) with a ceiling height of 12 feet to 16 feet, measured from the floor surface to the ceiling.
  - b. The gross floor area shall be 200 percent of the floor area of that portion of a room(s) with a ceiling height of more than 16 feet, measured from the floor surface to the ceiling.

- c. Staircases shall be counted as a single floor for the first two stories accessed by the staircase. For each additional story above two stories, the staircase shall count as a single floor area. For example, a staircase with a ten-foot by ten-foot dimension that accesses three stories shall be accounted as 200 square feet (100 square feet for the first two stories, and 100 square feet for the third story).
- d. For the purposes of calculating allowable gross floor area, lots created in a subdivision through MICC 19.08.030(G), Optional standards for development, may apply the square footage from the open space tract to the lot area not to exceed the minimum square footage of the zone in which the lot is located.

### 3. Allowances.

- a. The gross floor area for lots with an area of 7,500 square feet or less may be the lesser of 3,000 square feet or 45 percent of the lot area; or
- b. If an attached accessory dwelling unit is proposed, the 40 percent allowed gross floor area may be increased by the lesser of five percentage points or the actual floor area of the proposed accessory dwelling unit, provided:
  - i. The allowed gross floor area of accessory buildings that are not partially or entirely used for an accessory dwelling unit shall not be increased through the use of this provision;
  - ii. The lot will contain an attached accessory dwelling unit associated with the application for a new or remodeled single-family home;
  - iii. The total gross floor area shall not exceed 4,500 square feet or 45 percent of the lot area, whichever is less; and
  - iv. In exchange for the increase in gross floor area, one off street parking space shall be provided for the accessory dwelling unit in addition to any parking required under MICC 19.02.025(G) and/or MICC 19.02.030(B).

[...]

## Exhibit D

### 19.02.025 Middle Housing

- A. Purpose. The purpose of this section is to permit middle housing types consistent with state law by providing land use, development, design, and other standards for middle housing developed on all lots zoned predominantly for residential use.
- B. Applicability: The provisions of this section shall apply to all lots in the R-8.4, R-9.6, R-12 and R-15 zones. The provisions of this section do not apply to portions of a lot, parcel, or tract designated with critical areas or their buffers as defined in Chapter 19.07 MICC.
- C. General Provisions.
1. Nothing in this section prohibits the city from requiring any development, including middle housing development, to provide affordable housing, either on-site or through an in-lieu payment, nor limit the city's ability to expand or modify the requirements of an existing affordable housing program enacted under RCW 36.70A.540.
  2. Nothing in this section requires the issuance of a building permit if other federal, state, and local requirements for a building permit are not met.
  3. Middle housing shall be subject to the same development regulations as detached single family homes for the purpose of review for consistency with this chapter, Title 15 MICC, Title 16 MICC, Title 17 MICC, Shoreline regulations in Chapter 19.13 MICC, Critical areas in Chapter 19.07 MICC, and permit review procedures in Chapter 19.15 MICC.
  4. Conflicts. In the event of a conflict between this section and other development regulations, the standards of this section control.
- D. Middle Housing Types. The following housing types are considered middle housing, subject to the unit densities listed in Section E:
1. Duplexes.
  2. Triplexes.
  3. Fourplexes.
  4. Townhouses.
  5. Stacked flats.
  6. Courtyard apartments.
- E. Unit Density.
1. The permitted unit density for all lots in the R-8.4, R-9.6, R-12, and R-15 zones is:
    - a. Two units per lot.

- b. Four units per lot on all lots within one-quarter mile walking distance of a major transit stop.
  - c. Four units per lot if at least one unit on the lot is affordable housing meeting the requirements of subsections (F)(1) through (F)(6) below.
  - d. Accessory dwelling units are considered units for the purposes of calculating unit density, subject to the provisions of MICC 19.02.030.B.2.
  - e. Single-family dwellings do not count as units for the purposes of this section.
2. The standards of subsection (E)(1) do not apply to lots after subdivision below 1,000 square feet.
  3. The lot lines applicable to a parent lot shall be used to determine dimensional standards that relate to lot dimensions, including but not limited to minimum lot size, setbacks, maximum gross floor area, maximum hardscape area and maximum lot coverage. These dimensional standards shall not be measured off individual unit lots.

F. Affordability.

1. To qualify for additional units under the affordable housing provisions of Section (D)(1)(c), an applicant shall commit to renting or selling the required number of units as affordable housing and meeting the standards of subsections (4) through (8) below.
2. Dwelling units that qualify as affordable housing shall have costs, including utilities other than telephone, that do not exceed 30 percent of the monthly income of a household whose income does not exceed the following percentages of median household income adjusted for household size, for the county where the household is located, as reported by the United States Department of Housing and Urban Development:
  - a. Rental housing: 60 percent of Area Median Income.
  - b. Owner-occupied housing: 80 percent of Area Median Income.
3. Agreement. Prior to issuance of a building permit, an agreement in form and substance acceptable to the city attorney shall be executed providing price restrictions, homebuyer or tenant qualifications and long-term affordability. The agreement shall be recorded with King County department of records and elections and shall constitute a covenant running with the land. Affordable housing units shall remain as affordable housing for a minimum of 50 years from the date of initial owner occupancy for owner affordable units and for the life of the project for rental affordable housing units.
  - a. The agreement shall provide the city sole discretion to establish monitoring fees for the affordable units, which fees may be adjusted over time to account for inflation. The purpose of any monitoring fee is for the review and processing of documents to maintain compliance with income and affordability restrictions of the affordability agreement.

- b. The city may agree, at its sole discretion, to subordinate any affordable housing regulatory agreement for affordable ownership units for the purpose of enabling the owner to obtain financing for development of the property.
4. The covenant or deed restriction shall address criteria and policies to maintain public benefit if the property is converted to a use other than that which continues to provide for permanently affordable housing.
5. The units dedicated as affordable housing shall:
  - a. Be provided in a range of sizes comparable to other units in the development.
  - b. The number of bedrooms in affordable units shall be in the same proportion as the number of bedrooms in units within the entire development.
  - c. Generally, be distributed throughout the development and have substantially the same functionality as the other units in the development.

G. Parking Standards.

1. Off-street parking for middle housing shall be subject to the following:
  - a. No off-street parking shall be required within one-half mile walking distance of a major transit stop.
  - b. One off-street parking space per unit shall be required on lots of 6,000 square feet or smaller, before any zero lot line subdivisions or lot splits.
  - c. Two off-street parking spaces per unit shall be required on lots greater than 6,000 square feet before any zero lot line subdivisions or lot splits.



## Exhibit E

### 19.02.030 Accessory dwelling units.

- A. *Purpose.* It is the purpose of this legislation to implement the policy provisions of the housing element of the city's comprehensive plan by eliminating barriers to accessory dwelling units in single-family residential neighborhoods and provide for affordable housing. Also, to provide homeowners with a means of obtaining rental income, companionship, security and services through tenants in either the accessory dwelling unit or principal unit of the single-family dwelling.
- B. *Requirements for accessory dwelling units.* ~~One~~ Accessory dwelling units are permitted as subordinate to an ~~existing~~ single-family or middle housing dwelling; provided, the following requirements are met:
1. ~~*Owner occupancy.* Either the principal dwelling unit or the accessory dwelling unit must be occupied by an owner of the property or spouse, domestic partner, parent, stepparent, grandparent, sibling, child, stepchild, niece, nephew, cousin, aunt, or uncle of the property owner. Owner occupancy is defined as a property owner, as reflected in title records, who makes his or her legal residence at the site, as evidenced by voter registration, vehicle registration, or similar means, and actually resides at the site more than six months out of any given year. The minimum lot size for the principal unit under MICC 19.02.020 (A) is satisfied.~~
  2. ~~*Reserved-Number of Units.* Up to two attached or detached accessory dwelling units are permitted per lot pursuant to subsection 6 below.~~
  3. ~~*Subdivision.* Accessory dwelling units shall not be subdivided or otherwise segregated in ownership from the principal dwelling unit. Reserved.~~
  4. ~~*Size and scale.* The square footage of the accessory dwelling unit shall be a minimum of 220 square feet and a maximum of 1,000 900 square feet, excluding any garage area; ~~provided, the square footage of the accessory dwelling unit shall not exceed 80 percent of the total square footage of the primary dwelling unit, excluding the garage area, as it exists or as it may be modified.~~~~
  5. ~~*Development Standards.* Except as noted in this section, development standards applicable to ADUs are the same as those required for principal unit as defined in MICC 19.02.020.~~
  6. Detached accessory dwelling units may be sited at a lot line if the lot line abuts a public alley.
  7. ~~*Location.* An ~~The a~~ Accessory dwelling units may be added to or included within the principal unit, or located in a detached structure.~~
  8. ~~*Entrances.* Any ~~The single family dwelling containing an~~ the accessory dwelling unit shall have only one entrance on each front or street side of the residence except where more than one entrance existed on or before January 17, 1995.~~

8. *Additions.* Additions to an existing structure or newly constructed detached structures created for the purpose of developing an accessory dwelling unit shall be designed consistent with the existing roof pitch, siding, and windows of the principal dwelling unit.

~~10. *Detached structures.* Accessory dwelling units shall be permitted in a detached structure.~~

9. *Parking.* All single-family dwellings with an accessory dwelling unit shall meet the parking requirements pursuant to MICC 19.02.020(G) applicable to the dwelling if it did not have such an accessory dwelling unit, except as provided below:

- a. Accessory dwelling units within one-half mile walking distance of a major transit stop are not required to provide additional parking.
- b. One off-street parking space is required per unit with development of accessory dwelling units on lots of 6,000 square feet or smaller before any zero lot line subdivisions or lot splits.
- c. Two off-street parking spaces are required per unit with development of accessory dwelling units on lots greater than 6,000 square feet before any zero lot line subdivisions or lot splits.

10. *Conversion of existing structures.* Existing structures, including legally nonconforming structures, may be converted into accessory dwelling units.

C. *Exceptions—Ceiling height.* All existing accessory dwelling units that are located within a single-family dwelling, which was legally constructed but does not now comply with current ceiling height requirements of the construction codes set forth in MICC title 17, shall be allowed to continue in their present form.

~~D. *Notice on title.* Approval of the accessory dwelling unit shall be subject to the applicant recording a document with the King County department of records and elections which runs with the land and identifies the address of the property, states that the owner(s) resides in either the principal dwelling unit or the accessory dwelling unit, includes a statement that the owner(s) will notify any prospective purchasers of the limitations of this section, and provides for the removal of the accessory dwelling unit if any of the requirements of this chapter are violated.~~

~~E. *D. Elimination/expiration.* Elimination of an accessory dwelling unit may be accomplished by the owner recording a certificate with the King County department of records and elections and development services stating that the accessory dwelling unit no longer exists on the property.~~

~~F. *D. Frontage Improvements.* Public street improvements are not required as a condition of permitting accessory dwelling units.~~

~~G. *E. Sale of accessory dwelling units.* Accessory dwelling units located on a unit lot may be sold individually from the principal unit. Condominium units originally constructed as accessory dwelling units may be sold or otherwise conveyed individually from the principal unit.~~

## Exhibit F

### MICC 19.16.010 Definitions.

[...]

*Accessory dwelling unit (ADU):* A habitable dwelling unit added to, created within, or detached from a primary single-family or middle housing dwelling that provides basic requirements for living, sleeping, eating, cooking and sanitation.

[...]

*Courtyard apartments:* Up to four attached dwelling units arranged on two or three sides of a yard or court.

[...]

*Duplex:* A residential building with two attached dwelling units.

#### *Dwelling:*

1. *Dwelling unit:* A building or a contiguous portion of a building providing complete independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation (see also "Accessory dwelling unit (ADU)").
2. *Multiple-family dwelling:* A building, other than a single-family dwelling with an accessory dwelling unit(s) or a middle housing unit(s) as defined in MICC 19.02.025(D), containing two or more dwelling units.
3. *Single-family dwelling:* A building designed and/or used to house not more than one family, plus any live-in household employees of such family.
4. *Single-family dwelling—Detached:* A single-family dwelling that is not attached to any other structure by any means and is surrounded by open space or yards.
5. *Single-family dwelling—Semi-detached:* A single-family dwelling that is attached to another dwelling unit by a common vertical wall, with each dwelling unit located on a separate lot.

[...]

*Fourplex:* A residential building with four attached dwelling units.

[...]

*Lot:* A designated parcel, tract or area of land established by plat, subdivision, or as otherwise permitted by law to be used, developed or built upon as a unit.

1. *Corner lot:* A lot located at the junction of and abutting two or more intersecting streets.
2. *Upland lot:* A lot having no frontage on Lake Washington.
3. *Waterfront lot:* A lot having frontage on Lake Washington.

4. Parent lot: The initial lot from which unit lots are subdivided pursuant to MICC 19.08.080.

5. Unit lot: A lot created by the subdivision of a parent lot pursuant to MICC 19.08.080.

[...]

Major transit stop: A stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW, commuter rail stops, stops on rail or fixed guideway systems, and stops on bus rapid transit routes.

[...]

*Regulated improvements:* Any development of any property within the city, except:

1. Property owned or controlled by the city; or
2. Single-family dwellings, middle housing dwellings, accessory dwelling units and the buildings, structures and uses accessory thereto;
3. Wireless communications structures, including associated support structures and equipment cabinets; or
4. Small wireless facilities or small wireless facility networks.

[...]

Stacked flat: Dwelling units in a residential building of no more than three stories on a residential zoned lot in which each floor may be separately rented or owned.

[...]

Triplex: A residential building with three attached dwelling units.

[...]

Unit density: The number of dwelling units allowed on a lot, regardless of lot size.

[...]



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

**AB 6628  
March 4, 2025  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 6628: Watershed (WRIA 8) Interlocal Agreement	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Authorize the City Manager to sign the WRIA 8 Interlocal Agreement, substantially in the form included as Exhibit 1 to this AB, and future technical or non-substantive amendments thereto.	

<b>DEPARTMENT:</b>	Public Works
<b>STAFF:</b>	Json Kintner, Chief of Operations
<b>COUNCIL LIAISON:</b>	Lisa Anderl
<b>EXHIBITS:</b>	1. WRIA 8 Interlocal Agreement Renewal
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

**EXECUTIVE SUMMARY**

The purpose of this agenda bill is to authorize the City Manager to sign the Water Resource Inventory Area 8 (WRIA 8) Interlocal Agreement. The existing 10-year WRIA 8 Interlocal Agreement, used to support watershed-based salmon recovery efforts, expires December 31, 2025.

**BACKGROUND**

Since 2001, the City has been part of the WRIA 8 Council through an Interlocal Agreement (“ILA”). WRIA 8 includes 29 jurisdictions located within King and Snohomish Counties working together to implement the recommendations of the Salmon Conservation Plan. The Plan includes actions to restore and protect salmon habitat. It is an approved plan that meets the requirements of the federal Endangered Species Act and recover WRIA 8’s threatened Cedar River and Sammamish River Chinook salmon populations.

In 2015, the City renewed the ILA for ten years through 2025 ([AB 5131](#)). In 2020, the City signed the first amendment to the ILA to include Snohomish County as a participant of the WRIA 8 Council ([AB 5751](#)). Subsequently, in 2022, the City signed a second addendum to include the City of Everett as a cost share partner ([AB 6030](#)).

## **ISSUE/DISCUSSION**

The existing WRIA 8 Interlocal Agreement is set to expire on December 31, 2025. Following a partner review period, the proposed interlocal agreement was approved at the January 2025 WRIA 8 Salmon Recovery Council meeting. The new agreement was drafted to avoid substantial changes and continues the cost share arrangement for participating jurisdictions, which are based on population, assessed value, and area in square miles.

## **NEXT STEPS**

WRIA 8 staff are requesting to have the 2026-2035 agreement fully executed by the end of September 2025. Per the ILA, the City appoints one elected official to participate on the WRIA 8 Salmon Recovery Council and attend subsequent meetings. The appointed Council liaison and staff will continue to provide updates to the City Council on the work implemented within the WRIA 8 area.

## **RECOMMENDED ACTION**

Authorize the City Manager to sign the WRIA 8 Interlocal Agreement, substantially in the form included as Exhibit 1 to this AB, and future technical or non-substantive amendments thereto.

**INTERLOCAL AGREEMENT**

For Chinook Salmon Conservation Planning for the Watershed Basins within  
Water Resource Inventory Area 8

**PREAMBLE**

**THIS AGREEMENT** ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington (RCW) by and among the eligible governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of the Lake Washington/Cedar/Sammamish Watershed or Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar River, and Sammamish River basins, all political subdivisions of the State of Washington (individually for those signing this Agreement, "party", and collectively "parties").

**WHEREAS**, the parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the WRIA 8 Chinook Salmon Conservation Plan ("WRIA 8 Plan") and improving watershed health for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein; and

**WHEREAS**, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999 and steelhead trout were listed as threatened under ESA in 2007; and

**WHEREAS**, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon; and

**WHEREAS**, the parties recognize achieving WRIA 8 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon recovery and watershed conservation actions, and

**WHEREAS**, the parties have executed Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

**WHEREAS**, the parties took formal action in 2005 to ratify the WRIA 8 Plan, and

**WHEREAS**, the parties have executed the 2001-2005 Interlocal Agreement, and extensions for the years 2007-2015 and 2016-2025 to implement the WRIA 8 Plan and improve watershed health; and

**WHEREAS**, the parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the ESA; and

**WHEREAS**, the parties have participated for 20 years in prioritizing and contributing resources and funds for implementing projects and programs to protect and restore salmon habitat and watershed health; and



**WHEREAS**, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan through adaptive management; and

**WHEREAS**, the parties wish to continue to identify, coordinate, and implement habitat, water quality, flood hazard reduction, and water quantity projects in the watersheds; and

**WHEREAS**, the parties recognize climate change is likely to affect watershed ecosystem function and processes, and salmon habitat restoration actions are a proactive approach to making the watershed ecosystem more resilient to changing conditions, which supports watershed health for human communities and salmon populations; and

**WHEREAS**, the parties have an interest in participating on the Puget Sound Salmon Recovery Council and other groups associated with Puget Sound recovery because of the contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and

**WHEREAS**, the parties have an interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the WRIA 8 Plan; and

**WHEREAS**, the parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon recovery and WRIA 8 priorities; and

**WHEREAS**, the parties recognize the importance of efforts to protect and restore habitat for multiple species in WRIA 8, including Lake Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery efforts with these other efforts where there are overlapping priorities and benefits; and

**WHEREAS**, the parties have an interest in achieving multiple benefits by integrating salmon recovery planning and actions with other regional efforts, including floodplain management, stormwater management, water quality improvement, etc.; and

**WHEREAS**, the parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently;

**NOW, THEREFORE**, in consideration of the mutual promises, benefits and covenants contained herein, the parties hereto do mutually covenant and agree as follows:

## MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
  - 1.1. **ELIGIBLE GOVERNMENTS:** The governments eligible for participation in this Agreement as parties are state, local, and federally recognized Indian tribal governments, state and local agencies, and special purpose districts within WRIA 8 boundary.
  - 1.2. **WRIA 8 ILA Parties:** The Parties to the WRIA 8 Interlocal Agreement (“Party” or “Parties”) are the *Eligible Governments* who sign this Agreement and are responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the *WRIA 8 Salmon Recovery Council*.
  - 1.3. **WRIA 8 SALMON RECOVERY COUNCIL:** The *WRIA 8 Salmon Recovery Council* created herein is the governing body responsible for implementing this Agreement and is comprised of *Party* representatives and *Stakeholders*. The *WRIA 8 Salmon Recovery Council* is a voluntary association of *Eligible Governments* located wholly or partially within the management area of WRIA 8. The *WRIA 8 Salmon Recovery Council* shall be responsible for making recommendations for implementing the *WRIA 8 Plan* to the *Parties*.
  - 1.4. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN:** The *WRIA 8 Chinook Salmon Conservation Plan (WRIA 8 Plan)* as referred to herein is the three volume document, the 2017 update to the WRIA 8 Plan, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with *Stakeholders* and ratified by the *Parties* for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.
  - 1.4. **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein is chosen by *Party* representatives, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on behalf of the *Parties* as provided in Section 4.2.
  - 1.5. **SERVICE PROVIDER:** *Service Provider*, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the *WRIA 8 Salmon Recovery Council*, in exchange for payment. The *Service Provider* may be a party to this Agreement.
  - 1.6. **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the *WRIA 8 Salmon Recovery Council*, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

- 1.7 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 8 who reflect the diverse interests integral for planning, implementation, and adaptive management of the **WRIA 8 Plan**.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the **WRIA 8 Plan**.
  - 2.2 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.
  - 2.3 To provide a mechanism for securing technical assistance and funding from state agencies or other sources.
  - 2.4 To provide a mechanism for the implementation of other multiple benefit habitat, water quality and floodplain management projects with local, regional, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery Council**.
  - 2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
  - 2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 8. The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 8 in Puget Sound region and statewide salmon recovery forums.
  - 2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation of the **WRIA 8 Plan** and to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.
  - 2.8 To develop and articulate WRIA-based positions on salmon habitat, conservation, and funding to state and federal legislators.
  - 2.9 To provide for the ongoing participation of residents and other **Stakeholders** in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to

educate and garner support for current and future watershed and ESA listed species response efforts in accordance with the **WRIA 8 Plan**.

- 2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.
- 2.11 To provide a mechanism for on-going monitoring and adaptive management of the **WRIA 8 Plan** as defined in the Plan.

It is not the purpose or intent of this Agreement to create, supplant, preempt, or supersede the authority or role of any individual jurisdiction or water quality policy bodies such as the Regional Water Quality Committee.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population, as authorized by each **Parties'** legislative body, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and 200. Once effective, this Agreement shall remain in effect through December 31, 2035; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population of WRIA 8.
4. **ORGANIZATION AND MEMBERSHIP.** The parties hereby establish **WRIA 8 Salmon Recovery Council** to serve as the formal governance structure for carrying out the purposes of this Agreement in collaboration with **Stakeholders**.
- 4.1 Each **Party** shall appoint one (1) elected official and one (1) alternate to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The alternate representative may be a different elected official or senior staff person. **Party** representatives shall be responsible for maintaining the **Party's** status as an active party by attending **WRIA 8 Salmon Recovery Council** meetings. A **Party** representative's position will be considered inactive on the third consecutive absence and shall not be included in calculating a quorum under Section 5.1. **Stakeholders** shall be appointed or removed by **Party** representatives using the voting provisions of Section 5.3 of this Agreement.
- 4.2 Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall meet and choose from among the **Party** representatives, according to the voting provisions of Section 5, at least five (5) elected officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget, work program, and such other directions as may be provided by the **WRIA 8 Salmon Recovery Council**. Representatives of the **Fiscal Agent** and **Service Provider**

may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as an executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work program, and for providing recommendations on administrative matters to the **WRIA 8 Salmon Recovery Council** for action, consistent with the other subsections of this section.

- 4.3 The **Service Provider** to the **WRIA 8 Salmon Recovery Council** for the term of this agreement shall be King County Department of Natural Resources and Parks, unless the **Parties**, pursuant to the voting provisions of Section 5, choose another primary **Service Provider**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by an authorized representative of the **Service Provider** and an authorized representative of **WRIA 8 Salmon Recovery Council**, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of, and job descriptions for, dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.3.1 The **Management Committee** shall make recommendations to the **WRIA 8 Salmon Recovery Council** for action, including decisions related to work program, staffing and service agreements, and budget and financial operations, annually for each year of this Agreement. All duties of the **Management Committee** shall be established by the **WRIA 8 Salmon Recovery Council**.

- 4.4 By October 1 of each year, the **WRIA 8 Salmon Recovery Council** shall develop and approve an annual budget, establishing the level of funding and total resource obligations of the **Parties** which are to be allocated on a proportional basis according to the average of the population, assessed valuation and area attributable to each **Parties**, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the **WRIA 8 Salmon Recovery Council**. Individual cost shares may change more frequently than every three years for **Parties** involved in an annexation that changes the area, population, and assessed value calculation of such party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. For parties that are not county or city governments, the level of funding and resource obligation will be determined in communications with the **Management Committee**, which will develop a recommendation for review and approval by the **WRIA 8 Salmon Recovery Council**.

- 4.5 **Party** representatives of the **WRIA 8 Salmon Recovery Council** shall oversee and administer the expenditure of budgeted funds and allocate resources contributed by each

**Party** or obtained from other sources in accordance with implementation and adaptive management of the **WRIA 8 Plan** during each year of this Agreement.

- 4.6 The **WRIA 8 Salmon Recovery Council** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement and provide for whatever actions deemed appropriate and necessary to ensure that quality services are efficiently, effectively, and responsibly delivered in the performance of the purposes of this Agreement. The performance of the Service Provider and Fiscal Agent shall be assessed every two years starting in 2027. In evaluating the performance of any **Service Provider**, the **WRIA 8 Salmon Recovery Council** may retain an outside consultant to perform a professional assessment of the work and services so provided.
- 4.7 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary **Service Provider**. The **Parties** may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes. Nothing in this Agreement shall be construed as creating a separate legal or administrative entity. The **Parties** acknowledge neither the **WRIA 8 Salmon Recovery Council** nor the **Management Committee** is a separate legal entity.
- 4.8 The **WRIA 8 Salmon Recovery Council** shall adopt operating and voting procedures for its deliberations, but such procedures shall not affect the voting provisions contained in Section 5. The **WRIA 8 Salmon Recovery Council** shall also adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The **Parties** on the **WRIA 8 Salmon Recovery Council** shall make decisions; approve scopes of work, budgets, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 Decisions shall be made using a consensus model as much as possible. Each **Party** agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Parties** at the meeting, or by a majority recommendation agreed upon by the active **Parties**, as specified in Section 4.1, with a minority report. Any **Party** who does not accept a majority decision may request weighted voting as set forth below. No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council** without the presence of a quorum of active **Parties**. A quorum exists if a majority of the active **Parties'** representatives are present

at the **WRIA 8 Salmon Recovery Council** meeting, provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by **Parties** shall not be included in calculating the quorum.

- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall take action on a dual-majority basis, as follows:
- 5.2.1 Each **Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 8 Salmon Recovery Council** action.
- 5.2.2 The weighted vote of each **Party** in relation to the weighted votes of each of the other **WRIA 8 ILA Parties** shall be determined by the percentage of the annual contribution by each **Party** set in accordance with Subsection 4.4 in the year in which the vote is taken.
- 5.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active **Parties** and by a majority of the weighted votes of the active **Parties**. A vote of abstention shall be recorded as a “no” vote.
- 5.3 The **WRIA 8 Salmon Recovery Council** may deem it appropriate to appoint to the **WRIA 8 Salmon Recovery Council** non-party **Stakeholder**.
- 5.3.1 Nomination of **Stakeholder** may be made by any **Party** representative to the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of a **Stakeholder** requires either consensus or a dual majority vote of the **Parties** as provided in Section 5.2.
- 5.3.2 **Party** representatives on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow **Stakeholders** to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The **WRIA 8 Salmon Recovery Council** may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Section 5.1, except in the case where legislation requires non-party member votes. **Stakeholders** shall not cast a vote for decisions subject to voting under Section 5.2.
- 5.3.3 Decisions of the entire **WRIA 8 Salmon Recovery Council** shall be made using a consensus model as much as possible. Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by consensus or majority as provided in Section 5.1.
- 5.3.4 By accepting appointment to the **WRIA 8 Salmon Recovery Council**, **Stakeholders** agree to follow the operating and voting procedures established by Section 4.8 and shall not distribute any version or amendment to the **WRIA 8 Plan** which has not been ratified consistent with Section 6.5.



6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON**

**CONSERVATION PLAN.** The *WRIA 8 Plan* shall be implemented consistent with the following:

- 6.1 The *WRIA 8 Salmon Recovery Council* shall provide information to the *Parties* regarding progress in achieving the goals and objectives of the *WRIA 8 Plan*. Recommendations of the *WRIA 8 Salmon Recovery Council* are to be consistent with the purposes of this Agreement. The *WRIA 8 Salmon Recovery Council* may authorize additional advisory bodies on priority topics such as subcommittees and work groups.
- 6.2 The *WRIA 8 Salmon Recovery Council* shall act to approve or remand any *WRIA 8 Plan* amendments prepared and recommended by the committees of the *WRIA 8 Salmon Recovery Council* within ninety (90) calendar days of receipt of the plan amendments, according to the voting procedures described in Section 5. In the event any amendments are not so approved, they shall be returned to the committees of the *WRIA 8 Salmon Recovery Council* for further consideration and amendment and thereafter returned to the *WRIA 8 Salmon Recovery Council* for decision.
- 6.3 After approval of the *WRIA 8 Plan* amendments by the *WRIA 8 Salmon Recovery Council*, the plan amendments shall be referred to the *Parties* for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the *WRIA 8 Salmon Recovery Council* shall transmit the updated *WRIA 8 Plan* to any state or federal agency as may be required for further action.
- 6.4 In the event that any state or federal agency to which the *WRIA 8 Plan* or amendments thereto are submitted shall remand the *WRIA 8 Plan* or amendments thereto for further consideration, the *WRIA 8 Salmon Recovery Council* shall conduct such further consideration and may refer the plan or amendments to the committees of the *WRIA 8 Salmon Recovery Council* for recommendation on amendments thereto.
- 6.5 The *Parties* agree that any amendments to the *WRIA 8 Plan* shall not be forwarded separately by any *Party* or *Stakeholder* to any regional, state, or federal agency unless the changes have been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 7.1 Each *Party* shall be responsible for meeting its individual financial obligations hereunder as described in Section 2.2 and established in the annual budget adopted by the *WRIA 8 Salmon Recovery Council* under this Agreement and described in Section 4.4.

- 7.2 The maximum funding responsibilities imposed upon the **Party** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than October 1 of each year of this Agreement, the **WRIA 8 Salmon Recovery Council** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other responsibilities (e.g., staffing) of the individual **Parties** for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 8. The **Parties** shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget and shall have done so no later than December 1 of each such year.
- 7.4 Funds collected from the **Parties** or other sources on behalf of the **WRIA 8 Salmon Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery Council**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
- 7.5 Any **Party** to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
8. **LATECOMERS.** Any **Eligible Government** may become a **Party** only with the written consent of all the **Parties**. The provisions of Section 5 otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to this section. The **WRIA 8 Salmon Recovery Council** and the **Eligible Government** seeking to become a party shall jointly determine the terms and conditions under which the **Eligible Government** may become a **Party**. The terms and conditions shall include payment of an amount by the new **Party** to the **Fiscal Agent**. The amount of payment is determined jointly by the **WRIA 8 Salmon Recovery Council** and the new **Party**. The payment of the new **Party** is to be a fair and proportionate share of all costs associated with activities undertaken by the **WRIA 8 Salmon Recovery Council** and the **Parties** on its behalf as of the date the **Eligible Government** becomes a **Party**. Any **Eligible Government** that becomes a **Party** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Parties** to this Agreement.
9. **TERMINATION.**
- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating **Party**, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The

terminating **Party** shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating **Party** up to the effective date of such termination. It is possible that the makeup of the **Parties** to this Agreement may change from time to time. Regardless of any such changes, the **Parties** choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the **WRIA 8 Salmon Recovery Council** as reflected in the annual budget. The shares of any terminating **Party** shall not be the obligation of any of the **Parties** not choosing to exercise the right of termination.

- 9.2 This Agreement may be terminated at any time by the written agreement of all **Parties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the parties pro rata based on each **Party's** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing party if such **Party** can be identified, and if the party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **PROPERTY:** The **Parties** do not contemplate a need to acquire or hold property to facilitate the purpose of this agreement. To the extent property is acquired on behalf of the **WRIA 8 Salmon Recovery Council**, the ownership of said property shall be retained by the purchasing **Party** and said property will be returned to the purchasing **Party** upon termination of the agreement and/or the purchasing **Party's** participation in the agreement.
11. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by federal law as governing to tribes and state law as to all other **Parties**, and for the limited purposes set forth in this agreement, each **Party** shall protect, defend, hold harmless and indemnify the other **Parties**, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such **Party's** own negligent acts or omissions related to such **Party's** participation and obligations under this Agreement. Each **Party's** agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each **Party**, by mutual negotiation, hereby waives, with respect to the other **Parties** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this section shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
12. **NO ASSUMPTION OF LIABILITY.** In no event do the **Parties** to this Agreement intend to assume any responsibility, risk or liability of any other **Party** to this Agreement or otherwise with

regard to any **Party's** duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.

13. **VOLUNTARY AGREEMENT.** This agreement is voluntary and it is acknowledged and agreed that, in entering into this Agreement, no **Party** is committing to adopt or implement any actions or recommendations that may be contained in the **WRIA 8 Plan** pursuant to this Agreement.
14. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the **Parties** to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a **Party** to such decision or agreement.
15. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the non-party members, National Marine Fisheries Service, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the **WRIA 8 Salmon Recovery Council** or any of the **Parties**, or their officers, elected officials, agents and employees, to any third party.
16. **AMENDMENTS.** This Agreement may be amended, altered, or clarified only by the unanimous consent of the **Parties** to this Agreement, represented by affirmative action by each **Party's** legislative body.
17. **COUNTERPARTS.** This Agreement may be executed in counterparts.
18. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each **Party** must approve this Agreement before any representative of such **Party** may sign this Agreement.
19. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
20. **PREVIOUS INTERLOCAL.** This Agreement shall repeal and replace the **Parties'** previous interlocal agreement, which was expected to terminate on December 31, 2025, and was adopted on or about July 16, 2015.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

TOWN OF BEAUX ARTS VILLAGE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF BELLEVUE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF BOTHELL:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Approved as to form:

CITY OF CLYDE HILL:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF EDMONDS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF EVERETT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

TOWN OF HUNTS POINT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF ISSAQUAH:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF KENMORE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF KENT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

KING COUNTY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Approved as to form:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF LAKE FOREST PARK:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MAPLE VALLEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MEDINA:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MERCER ISLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MILL CREEK:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MOUNTLAKE TERRACE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MUKILTEO:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Approved as to form:

CITY OF NEWCASTLE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF REDMOND:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF RENTON:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF SAMMAMISH:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF SEATTLE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF SHORELINE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

SNOHOMISH COUNTY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF WOODINVILLE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Approved as to form:

TOWN OF WOODWAY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

TOWN OF YARROW POINT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A - WRIA 8 Interlocal Agreement

**Regional Watershed Salmon Recovery Funding  
WRIA Based Cost-share: WRIA 8 2025**

**Final ILA Partner Cost Share for 2025 Budget  
Approved by WRIA 8 Salmon Recovery Council on September 19, 2024**

WRIA 8 Jurisdiction	Population (Pop)		Assessed Value (AV)		Area (Sq. Mi.)		2025 Cost Share (reflects 3.60% CPI-W estimate) (Average of Pop, AV, Area)		WRIA 8 Jurisdiction
Beaux Arts	315	0.02%	\$285,891,000	0.04%	0.08	0.02%	0.03%	\$193	Beaux Arts
Bellevue	154,600	8.91%	\$96,339,979,101	13.67%	33.53	7.12%	9.90%	\$75,283	Bellevue
Bothell	49,550	2.85%	\$17,957,876,264	2.55%	13.67	2.90%	2.77%	\$21,054	Bothell
Clyde Hill	3,115	0.18%	\$4,389,953,700	0.62%	1.06	0.22%	0.34%	\$2,603	Clyde Hill
Edmonds	43,370	2.50%	\$16,549,900,400	2.35%	8.97	1.91%	2.25%	\$17,118	Edmonds
Everett	33,485	1.93%	\$6,381,442,800	0.91%	5.20	1.11%	1.31%	\$9,986	Everett
Hunts Point	460	0.03%	\$1,783,212,000	0.25%	0.29	0.06%	0.11%	\$866	Hunts Point
Issaquah	41,290	2.38%	\$17,493,815,787	2.48%	12.11	2.57%	2.48%	\$18,843	Issaquah
Kenmore	24,230	1.40%	\$7,459,653,182	1.06%	6.15	1.31%	1.25%	\$9,533	Kenmore
Kent	0	0.00%	\$12,761,000	0.00%	0.45	0.10%	0.03%	\$246	Kent
King County (Uninc.)	102,707	5.92%	\$35,458,579,530	5.03%	163.04	34.65%	15.20%	\$115,568	King County (Uninc.)
Kirkland	96,920	5.58%	\$45,311,849,550	6.43%	17.84	3.79%	5.27%	\$40,057	Kirkland
Lake Forest Park	13,660	0.79%	\$4,237,895,040	0.60%	3.51	0.75%	0.71%	\$5,409	Lake Forest Park
Maple Valley	5,022	0.29%	\$1,155,422,680	0.16%	0.94	0.20%	0.22%	\$1,654	Maple Valley
Medina	2,925	0.17%	\$6,866,863,700	0.97%	1.41	0.30%	0.48%	\$3,657	Medina
Mercer Island	25,800	1.49%	\$21,056,678,532	2.99%	6.30	1.34%	1.94%	\$14,732	Mercer Island
Mill Creek	21,630	1.25%	\$6,848,308,200	0.97%	4.68	0.99%	1.07%	\$8,143	Mill Creek
Mountlake Terrace	23,810	1.37%	\$5,911,042,400	0.84%	4.16	0.88%	1.03%	\$7,844	Mountlake Terrace
Mukilteo	21,221	1.22%	\$7,572,645,200	1.07%	5.99	1.27%	1.19%	\$9,046	Mukilteo
Newcastle	13,610	0.78%	\$5,376,208,083	0.76%	4.46	0.95%	0.83%	\$6,324	Newcastle
Redmond	77,490	4.46%	\$36,605,924,250	5.19%	16.56	3.52%	4.39%	\$33,399	Redmond
Renton	70,904	4.08%	\$18,024,891,468	2.56%	14.01	2.98%	3.21%	\$24,382	Renton
Sammamish	61,452	3.54%	\$26,240,200,285	3.72%	19.09	4.06%	3.77%	\$28,694	Sammamish
Seattle	556,865	32.08%	\$233,153,890,428	33.09%	53.00	11.26%	25.48%	\$193,716	Seattle
Shoreline	61,120	3.52%	\$16,722,153,900	2.37%	11.58	2.46%	2.79%	\$21,179	Shoreline
Sno. Co. (Uninc.)	213,926	12.32%	\$55,882,188,800	7.93%	55.38	11.77%	10.67%	\$81,163	Snoh. Co. (Uninc.)
Woodinville	13,830	0.80%	\$6,429,716,438	0.91%	5.66	1.20%	0.97%	\$7,379	Woodinville
Woodway	1,340	0.08%	\$1,112,962,100	0.16%	1.09	0.23%	0.16%	\$1,186	Woodway
Yarrow Point	1,135	0.07%	\$2,075,804,200	0.29%	0.36	0.08%	0.15%	\$1,108	Yarrow Point
<b>Totals</b>	<b>1,735,781</b>	<b>100.0%</b>	<b>\$704,697,710,018</b>	<b>100.0%</b>	<b>470.56</b>	<b>100.0%</b>	<b>100.0%</b>	<b>\$760,366</b>	
							<b>2025 TOTAL</b>	<b>\$760,366</b>	

**Population:**

- Population estimates are based on 2023 OFM April 1st Estimates and 2023 OFM Small Area Estimate Program (SAEP) data for census blocks.
- Jurisdictions entirely within a WRIA are assigned the 2023 OFM April 1st Estimate directly. Jurisdictions that straddle WRIA boundaries are assigned the percent share of the 2023 OFM April 1st Estimate based on a geographic allocation of census blocks across WRIA boundaries, accounting for water areas and public land where people are unlikely to live.
- Note:** This method was tested against the 2021 ILA Cost Share tables using 2020 OFM data and was determined to be highly comparable for estimating population breakdowns. As OFM releases data every year, and the data spans both King and Snohomish Counties, this is a consistent and repeatable analysis across the entire study area.
- The portion of Kent in WRIA 8 is solely the Kent Watershed and has no population allocated to it.

**\*Assessed Value & Area:**

Snohomish County: Assessed value is based on Snohomish County Assessor's data March 2021, for market land value + market improvements value  
 King County: Assessed value is based on King County Assessor's data February 2021, land + improvements value  
 Assessed value and area (sq. miles) excludes the Upper Cedar River subwatershed.



# BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6629**  
**March 4, 2025**  
**Consent Agenda**

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6629: 2024 Open Space Conservancy Trust Annual Report and 2025 Work Plan	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Accept the Open Space Conservancy Trust 2024 Annual Report and 2025 Work Plan.	

<b>DEPARTMENT:</b>	Public Works
<b>STAFF:</b>	Sam Harb, Parks Operations Manager Lizzy Stone, Natural Resources Program Manager
<b>COUNCIL LIAISON:</b>	Jake Jacobson
<b>EXHIBITS:</b>	1. 2024 Open Space Conservancy Trust Annual Report 2. 2025 Open Space Conservancy Trust Work Plan
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

## EXECUTIVE SUMMARY

The purpose of this agenda bill is to present the Open Space Conservancy Trust 2024 Annual Report (Exhibit 1) and 2025 Work Plan (Exhibit 2).

## BACKGROUND

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

## ISSUE/DISCUSSION

[Ordinance No. B-93](#) established the Open Space Conservancy Trust and requires its Board of Trustees to report to City Council annually on the status of its properties. The Trust worked with City staff during the January 16, 2025 OSCT Meeting to review and finalize the 2024 Annual Report to City Council and the Trust’s 2025 Work Plan. The Trust is presenting its 2024 Annual Report (Exhibit 1) and the 2025 Work Plan (Exhibit 2) for City Council review.

## RECOMMENDED ACTION

Accept the 2024 Open Space Conservancy Trust Annual Report and 2025 Work Plan.



## TRUSTEE APPOINTMENTS AND ELECTIONS

In 2024, the Open Space Conservancy Trust held regular meetings in January, July, and October, with three special joint meetings with the Parks and Recreation Commission in March and April to develop an Open Space Zoning Code. Starting in March, hybrid meetings were held in the Mercer Island Community and Events Center and online via Zoom. In July a new trustee, Brian Gaspar, joined the board, replacing departing Trustee Craig Olson. Councilmember Jake Jacobson was appointed as the new City Council Liaison, replacing Councilmember Lisa Anderl. The annual election of officers took place at the July meeting. Trustee Geraldine Poor was re-elected as Chair, Trustee Hillary Ethe was re-elected Vice Chair, and Trustee Marie Bender was re-elected Secretary.

## MERCER ISLAND PARKS AND RECREATION, NATURAL RESOURCES PROGRAM

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

In 2024, the program hired a seasonal trails and restoration crew, consisting of two staff for 6 months and one team leader for 9 months. At the end of 2024, program staff included:

- Sam Harb, Parks Operations Manager
- Lizzy Stone, Natural Resources Program Manager
- Andrew Prince, Urban Forestry Program Manager
- Jordan Fischer, Volunteer Coordinator

## FOREST HEALTH AND MANAGEMENT

### Background

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

### 2024 Accomplishments

In 2024, restoration tasks were performed on 41 acres of Trust properties. Work was performed by professional contractors, seasonal field staff, volunteers, and Washington Conservation Corps crews. The following is a summary of 2024 accomplishments:

Professional contractors

**Table 1. Professional Contractor restoration accomplishments in Pioneer Park and Engstrom Open Space 2024**

Restoration Task	Pioneer Park	Engstrom Open Space
<b>First year comprehensive weed removal</b> (includes ivy rings, invasive tree removal and treatment, ground ivy and herbaceous weed removal)	11 acres	n/a
<b>Second year comprehensive weed removal</b> (includes ivy rings, invasive tree removal and treatment, ground ivy and herbaceous weed removal)	8.8 acres	1.7
<b>Third year comprehensive weed removal</b> (includes ivy rings, invasive tree removal and treatment, ground ivy and herbaceous weed removal)	8.3	n/a
<b>Invasive Removal Maintenance</b> (includes ivy rings, invasive tree removal and treatment, ground ivy and herbaceous weed removal on areas that have received 3 years of comprehensive removal before)	8.8	n/a
Planting Maintenance	200 plants	n/a
Watering	200 plants	n/a

Volunteers

In 2024, the City’s volunteer program provided regular engagement, education, and volunteer opportunities for the Mercer Island community. With the help of the volunteer coordinator and forest stewards, the City hosted 32 events on Trust properties, working with 377 volunteers for over 840 total volunteer hours. Volunteers removed 39,100 square ft of ivy from the forest floor and planted 296 trees and shrubs. There are now 10 active forest stewards working in Pioneer Park.

Seasonal Trails and Restoration Crew

In 2024, the seasonal Trails and Restoration Crew consisted of two crewmembers from April through September and a team lead from March through December. The crew conducted regular park checks to empty waste bins around the parks, brushed back trailside plants throughout the growing season, blew leaves from trails, and managed logs that had fallen over trails. Additionally, the crew conducted noxious weed monitoring, mapping, and treatments throughout Trust properties, watered previous years’ volunteer plantings, and supported volunteer events as needed.

Washington Conservation Corps Crew

In 2024, the City of Mercer Island contracted with the Washington Conservation Corps to bring on crews for a total of 57 days, 30 of which were spent on Trust property. In January and February, crews worked to add gravel to trails and re-grade areas with poor drainage. They also performed first year comprehensive weed removal on approximately 1.8 acres. In November and December, crews managed blackberry and ivy along the park edges, spread mulch in some of the grassy edges of the park, planted 525 native trees and shrubs, and performed first year comprehensive weed removal in approximately 2 acres of the park. Comprehensive weed removal was

performed on areas where volunteers had started work to remove weeds, which allowed WCC to move more quickly through the site and complete a larger area.

**Forest Health Plan Transition**

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

In 2024, the Natural Resources program exceeded these new benchmarks by enrolling 11 acres of forest in first year comprehensive weed removal, 10.5 acres in second year removal, 8.8 acres in third year removal (completed by contractors and volunteers), 8.8 acres in maintenance on previously enrolled acres, and by planting 821 native trees and shrubs on 2.3 acres of Trust property.

The following outlines actual progress made compared with proposed benchmarks set by the Parks Levy goals:

**Table 2. Restoration Progress in Pioneer Park and Engstrom Open Space 2024**

Restoration Task	Annual Proposed in Parks Levy (acres)	2024 Actual (acres)
Year 1 Comprehensive Invasive Species Removal*	6.5	11
Year 2 Comprehensive Invasive Species Removal*	6.5	10.5
Year 3 Comprehensive Invasive Species Removal*	8.8	8.8
Invasive Removal Maintenance*	3.4	8.8
Tree planting	1.6	2.3

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

**LETTERBOXING PROGRAM**

The Letterboxing Program is a collaborative effort between Parks and Recreation staff, OSCT Board Members, and community volunteers. In 2024, the Natural Resources team placed 5 letterboxes in the Northeast quadrant of Pioneer Park. Letterboxing booklets were distributed at the Mercer Island Community and Events Center (MICEC), at the Leap for Green celebration and afterwards at the front desk, at volunteer events throughout the summer, and at kiosks in Pioneer Park. Over 100 booklets were distributed throughout the season and 28 were returned to the MICEC. Participants that turned in their booklets were recognized with a certificate and prize packet.

**LEASH POLICY EDUCATION EFFORTS**

Leash policy education efforts continued in 2024 with distribution of educational brochures “The Dog Owner’s Guide to Mercer Island Parks” brochure, which provides park users with information about voice/signal control and the location of off-leash versus on-leash parks. In 2024, Mercer Island Police Department received four complaints about off-leash dogs and three reports of lost dogs in Pioneer Park.

**INTERPRETIVE SIGNAGE UPDATES**

A committee was formed to develop content for updated interpretive signage throughout Trust property. The

committee, composed of Trustee Hillary Ethe, Trustee Marie Bender, and Trustee Carol Lynn Berseth, began working with staff to develop new content, sign infrastructure, and digital education resources for the parks.

## **TRAILS**

In 2024, the Natural Resources team continued to maintain trails by conducting regular trail brushing, leaf blowing, and culvert clearing, as well as re-installing two sections of retaining structure in Pioneer Park NE and re-grading the trail to allow for better drainage. Washington Conservation Corps crews added gravel to several sections of trail and worked to address drainage issues where they were identified. The Natural Resources crew worked with the Parks Maintenance team to remove trees that had fallen across trails throughout the season, with a significant effort put into cleanup after an impactful November storm.

## **ENGSTROM OPEN SPACE TITLE TRANSFER**

On September 20<sup>th</sup>, 2022, the City Council passed a resolution to direct the City to transfer the title of Engstrom Open Space to the Open Space Conservancy Trust. The title transfer paperwork was finalized by the City Attorney's office in 2024 and is ready for the Trust to accept the transfer in January of 2025. Staff will then submit transfer documentation to the county.

## **URBAN FORESTRY**

Tree risk mitigation continues to be a primary focus of urban forestry efforts in Pioneer Park. Certified staff arborists make recommendations each year to remove dead, dying, or structurally defective trees to reduce the risk of trees failing and causing injury, property damage, or interference with utility lines or roadways. Trees are retained through corrective pruning or as wildlife snags when possible, but tree removals are occasionally necessary. In the case of whole tree removals, the wood from the tree is left to decompose on site as habitat and to improve soil conditions. Dead and dying trees continue to make up the majority of tree removal work. In 2024, five dead trees were removed from Trust properties to reduce risk of falling onto trails or private property. Staff continued to monitor park boundaries regularly for trees in need of pruning or removal.





# Mercer Island Open Space Conservancy Trust

## 2025 Work Plan

Meeting Date	Agenda Item
January 16	<b>Annual Report to Council:</b> The Trust is required in its bylaws to report to City Council each year on the status of Trust properties.
	<b>OSCT Work Plan:</b> The Trust develops a list of topics that it intends to address during the year (this document). This work plan is submitted to City Council with the Annual Report as a courtesy.
	<b>Engstrom Title Transfer:</b> Formally accept the Engstrom transfer
	<b>STQRY Project Update:</b> Educational signage update in the park
	<b>Quadrant Reports (ongoing item):</b> Trustees will report on the condition of certain quadrants at Trust board meetings.
April 17	<b>Trail Work Plan:</b> City staff report to the Trust its intended maintenance activities in the spring of each year, and recap work completed in the previous year. This report includes status of recently decommissioned social trails on Trust properties.
	<b>Restoration Work Plan:</b> City staff report to the Trust its planned restoration activities, and recap work completed in the previous year.
	<b>Island Crest Way and SE 68<sup>th</sup> Street intersection update</b>
	<b>Letterboxing starting</b>
	<b>Forest Health Survey update</b>
July 17	<b>Election of Officers:</b> The Trust is required by its bylaws to elect officers at its July meeting each year.
	<b>Herbicide application report:</b> City staff will report on the use of herbicides on Trust properties each year, in accordance with the Herbicide Use Protocol.
	<b>Off-leash dogs:</b> The Trust will evaluate success of education measures over the past year and discuss possible changes.
October 16	<b>OSCT Schedule 2026:</b> Per the Bylaws, the calendar of meetings shall be set by the Board at the last meeting of the calendar year
	<b>Letterboxing recognition</b>
	<b>Scout Project recognition:</b> The Trust will recognize scout projects that have benefitted Trust Properties.

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



# BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6630**  
**March 4, 2025**  
**Consent Agenda**

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6630: Adoption of the City of Mercer Island 2025-2029 Commute Trip Reduction 4-Year Plan	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Adopt the City of Mercer Island 2025-2029 Commute Trip Reduction 4-Year Plan.	

<b>DEPARTMENT:</b>	Public Works
<b>STAFF:</b>	Jason Kintner, Chief of Operations Alanna DeRogatis, Sustainability Program Manager Amelia Tjaden, Management Analyst
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. City of Mercer Island Commute Trip Reduction 4-Year Plan
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

## EXECUTIVE SUMMARY

The purpose of this agenda bill is to present the City’s 2025-2029 Commute Trip Reduction 4-Year Plan to the City Council for adoption.

- The City of Mercer Island first adopted a Commute Trip Reduction (CTR) Plan in 2009 ([Ordinance No. 09C-10](#)) but has not had any CTR-affected worksites in the last few years. The arrival of Riot Games (2024) on the Island triggered the participation of the City of Mercer Island in the CTR program.
- Implementing a CTR program is one of the actions included in the City’s Climate Action Plan, adopted by City Council in April 2023 ([AB 6246](#)).
- State law mandates that regional planning organizations must create and implement a CTR plan. The City of Mercer Island 2025-2029 4-Year Plan (the Plan) describes the current commuting conditions on Mercer Island and establishes the participation of the City in the program.
- The Plan must be adopted by the City Council no later than June 30, 2025. The Plan will be in effect from July 1, 2025, through June 30, 2029.

## BACKGROUND

In 1991, the Washington State Legislature passed the Commute Trip Reduction (CTR) Law ([RCW 70A.15.4000-4110](#) and [Chapter 468-63 WAC](#)) to address air pollution, petroleum-fuel consumption, and traffic congestion.

CTR law affects worksites with 100 or more full-time employees who begin their shift between 6:00AM and 9:00AM on weekdays in the nine most populous counties in the state. Affected worksites conduct CTR surveys every other year to measure vehicle-miles-traveled and the mode choices of their employees. The Washington State Department of Transportation (WSDOT) and jurisdictions use these survey results to report on collective progress toward drive-alone and vehicle-miles-traveled (VMT) reduction targets.

The City of Mercer Island first adopted a Commute Trip Reduction Plan in 2009 ([Ordinance No. 09C-10](#)). This ordinance set guidelines for affected employers to complete their participation in the program and satisfy compliance with the law. In the past few years, the City has not had any CTR-affected worksites and thus, halted participation in the program. Riot Games, a prominent video game development company, relocated its US headquarters to Mercer Island in 2024. The opening of the Riot Games office space established the first CTR-affected site on the Island in several years, triggering the need for the City to reestablish participation in the CTR program.

Implementation of a CTR program was also identified as an action the City's Climate Action Plan (CAP) that was adopted by the City Council in April 2023 ([AB 6246](#)). This action was included in the CAP as a strategy to reduce transportation-related greenhouse gas emissions on Mercer Island and to help the City achieve the CAP target of a 20% reduction in overall VMT by 2030 compared to 2017 levels.

State law mandates that regional planning organizations must create and implement a CTR plan. The City of Mercer Island 2025-2029 Commute Trip Reduction 4-Year Plan (the Plan) details the current commuting conditions on Mercer Island and establishes the participation of the City in the CTR program. The plan describes the necessary actions and implementation structure for the program, as well as services and strategies that could be used to achieve CTR targets.

## ISSUE/DISCUSSION

Exhibit 1 showcases the City of Mercer Island 2025-2029 Commute Trip Reduction 4-Year Plan (the Plan). Staff from Public Works, Youth and Family Services, and the City Manager's Office collaborated in the creation of the Plan. Moreover, the following actions were taken to develop the Plan:

- Staff created a Commute Trip Reduction Let's Talk page and an update was included in the MI Weekly to engage the broader Mercer Island community and receive feedback on the Plan.
- The Plan was reviewed by King County Metro, Sound Transit and the Puget Sound Regional Council (PSRC).
- Staff submitted the Plan to Transportation Demand Management (TDM) Technical Committee in November 2024 for review and approval. The TDM Technical Committee approved the Plan at their February 6, 2025, meeting.

Under state law, the Plan must be adopted by the City Council no later than June 30, 2025. The Plan will be in effect from July 1, 2025, through June 30, 2029.

## NEXT STEPS

Staff will notify WSDOT and the TDM Technical Committee following adoption of the Plan, thus confirming the City's participation in the program. Staff will implement and administer the Commute Trip Reduction program. Staff will conduct a biennial survey of employee commuting habits and use that data for updating the annual greenhouse gas emissions report.

Should the City receive grant funding for the CTR program, WSDOT and the City of Mercer Island would need to execute a CTR grant contract. Staff will return to the City Council to approve this contract if grant funding is awarded.

**RECOMMENDED ACTION**

Adopt the City of Mercer Island 2025-2029 Commute Trip Reduction 4-Year Plan.



City of Mercer Island, Washington  
**Commute Trip Reduction**  
**4-Year Plan Update 2025-2029**

# City of Mercer Island Commute Trip Reduction Four-Year Plan Update 2025-2029

## Benefits of CTR

### 1. Describe the local land use and transportation context and objectives

#### *a. Describe the setting in the jurisdiction as it is today or will be in the near future*

Mercer Island is situated on Lake Washington, with close proximity to Seattle to the west and Bellevue to the east. Incorporated in 1960, the Island is home to over 26,000 residents and includes Town Center to the north and a small commercial business district to the south. Mercer Island has historically been a residential community; most of the Island's approximately 6.2 square miles of land area is developed with single family homes.

The resident work force tends to be employed in high-wage jobs and is highly educated. Most people employed on Mercer Island commute from outside the City. In 2019, 87 percent of workers employed on Mercer Island lived outside the City. Only about 13 percent of workers employed in the City also live on Mercer Island. On the other hand, 91 percent of workers living on Mercer Island commuted to jobs outside the City in 2019.

#### *b. Describe the features of land use and transportation facilities and services that affect commuters (focus on what exists now or will exist by 2029; draw on analysis in the comprehensive plan)*

The Sound Transit Light Rail station is scheduled to open in 2025. Fourteen miles long, the entire East Link Extension includes ten stations from Seattle's International District to Judkins Park, across I-90 to Mercer Island and South Bellevue, and through downtown Bellevue and the Bel-Red area to Redmond Technology Station. The Sound Transit Light Rail station has the potential to be one of the most transformative transportation developments on Mercer Island since the construction of the first bridge to the Island.

Mercer Island is primarily a residential community. One multifamily development began construction in Summer 2024, but otherwise the City has not seen new multifamily developments in many years. The City is exploring options to increase density in the Town Center, adjacent to where the Sound Transit Light Rail station will open. The people who live in Town Center will have access to transit and alternate modes for their commute trips.

Riot Games, a prominent video game development company, relocated its US headquarters to Mercer Island in 2024. The company has stated that it plans to hire more than 400 new employees for the Mercer Island office. Although the City of Mercer Island is identified in WAC 468-63-020 (2) as a CTR-affected city, it has not had CTR-affected worksites in the past few years; the opening of the Riot Games office space will establish the first CTR-affected site on the Island in several years.

Moreover, many transportation improvement projects are focused on completing the infrastructure systems for all transportation modes, which will facilitate commuter access to non-drive alone modes. These projects include:

- Completing sidewalks and trails throughout the City.
  - Updating the Pedestrian & Bicycle Facilities Plan.
  - Implementing complete streets treatments on street upgrade projects.
  - Improving connections for all modes to the light rail station.
- c. *Describe whether and how commuting patterns have changed in the past few years (what are the implications for CTR?)*

One of the changes prompted by the Covid-19 pandemic is the transition to more work-from-home options for commuters. The extent to which commuting workers will spend their workdays on-island instead of traveling to work off-island remains unclear. What seems increasingly likely is that workers will commute less often than they did before the pandemic. Changes in commuting could lead to new demand for different services in the City's commercial areas or increased demand for existing services.

Moreover, Mercer Island has been affected by a decrease in service from King County's Metro transit due to a lack of bus drivers. Residents have experienced less frequent bus routes than in previous years.

The implications for CTR from these changes include:

- The increase in remote work means a reduction in commute trips, a goal of the CTR program.
  - The changes in bus service have made bus service around the Island less reliable, meaning workers are more likely to drive alone than to take transit.
- d. *List the most important land use and transportation objectives from your city or county's plans that commute trip reduction most directly affects.*
- Support the development and preservation of income-restricted housing that is within walking distance of planned or existing high-capacity transit, promotion of bicycle and pedestrian networks, completion of the multi-modal infrastructure systems, and reduction in greenhouse gas emissions are well supported by the CTR program.
  - Create a mixed-use Town Center with pedestrian scale and connections. A walkable mixed-use core should be located adjacent to a regional transit facility and be of sufficient size and intensity to create a focus for Mercer Island.
  - Be convenient and accessible to people of all ages and abilities, including pedestrians, bicyclists, transit users and motorists. Town Center streets should provide for safe and convenient multi-modal access to existing and future development in the Town Center.
  - 77th Avenue SE should serve as the primary bicycle corridor connecting the regional bicycle network along I-90 and the planned light rail station with Mercerdale Park and the rest of the Island south of the Town Center.
  - Encourage improved access to transit, bicycle, pedestrian, and shared parking facilities to reduce trip generation and provide transportation alternatives, particularly for secondary trips once users reach the Town Center.
  - Prioritize Town Center transportation investments that promote multi-modal access to regional transit facilities.
- e. *Describe critical aspects of land use and transportation that should be sustained and key changes that should be considered to improve commute trip reduction's contribution to the land use and transportation objectives you reference.*

The City should accelerate land use and transportation improvements to meet sustainability, livability, and economic development goals. Increases in density of new housing and the capital improvement projects to build out multi-modal networks are going the right direction to support commute trip reduction. The City is continuing to develop a comprehensive network of pedestrian and bicycle facilities as part of the Pedestrian and Bicycle Facilities plan. The plan, which was originally approved in 1996 and updated in 2010, guides investments and other actions related to the Island's trails, crosswalks, bike lanes and sidewalks. In 2024, the City received a grant to update this plan.

An example of this work is the multi-year road shoulder upgrade program covering the entire perimeter of Mercer Island, that provides space for bicycles and pedestrians along East, West and North Mercer Way streets. The projects outlined in this plan are constructed as budget allows and based on Council priorities.

**2. Describe how the CTR program will help achieve the jurisdiction's land use and transportation objectives**

- a. Describe how and to what extent your CTR program will help your city or county achieve the land use and transportation objectives reference in question 1.*

The CTR program, and the City's focus on increasing housing density and completing the multi-modal networks are mutually reinforcing. By encouraging people to commute via non-drive-alone modes the CTR program supports the market for higher density housing close to transit and the demand for multi-modal networks. In turn, the higher density housing near transit and the multi-modal networks offer more opportunities for people to commute via non-drive-alone modes.

**3. Describe how the CTR program will help achieve the jurisdiction's environmental objectives.**

- a. Describe how the CTR program will support jurisdiction greenhouse gas reduction efforts.*

Mercer Island's [Climate Action Plan](#) (CAP), adopted in 2023, outlines several environmental objectives and goals for the City to achieve by 2030, 2040, and 2050. In the CAP, the City has targets for reducing community and municipal greenhouse gas (GHG) emissions, including a 50% reduction in GHG emissions by 2030. As of 2022, transportation accounted for 43% of community GHG emissions in the City, revealing a major focus for the City's efforts to meet its reduction goals. A specific action in the CAP is to increase CTR participation and incentives, and to encourage Mercer Island employers to offer work from home and flexible work schedules for employees to reduce drive alone trips, and thus GHG emissions.

- b. Describe how the CTR program will support jurisdiction environmental objectives in addition to greenhouse gas emissions reductions.*

As stated in the CAP, some of Mercer Island's environmental objectives include:

- Reduce overall community and municipal GHG emissions, integrate climate considerations into City reporting and decision-making, and encourage community members to participate in local climate action.
- Reduce GHG emissions from transportation by transitioning to electric vehicles (EVs), expanding multimodal transportation options, and improving cycling and pedestrian networks.



- Foster climate resilient natural landscape by protecting vital habitats, ecosystems, and conserving water resources.

Moreover, as drive-alone trips shift to transit, rideshare, and non-motorized options, the demand for new roadways decreases and more land area can be left in a natural, unbuilt state which helps preserve vital habitats and the Island's tree canopy. Reducing the number of gas-powered vehicles on the roads of Mercer Island also improves the local air quality.

#### 4. Describe how your CTR program will help achieve regional and state objectives.

- Summarize the local, regional, and state benefits that would be gained if you achieve your CTR targets.*

##### [Puget Sound Regional Council Transportation Plan](#)

Goal: For a clean, integrated multimodal system for a rapidly growing region.

Objectives:

- Move people and goods.
- Improve air and water quality.
- Achieve greenhouse gas emission reduction goals.
- Strengthen the region's economy.
- Advance equity.
- Invest in neighborhoods.
- Foster innovation.

##### [WA State CTR Draft Plan](#)

Objectives:

- Improve delivery of CTR programs.
- Expand CTR market to address equity.
- Produce more useful transportation behavior data.
- Expand investment and service to advance equity and environmental justice. • Respond to shifting mobility patterns.
- Reduce greenhouse gas emissions.

Summary of benefits:

- Reduce greenhouse gas emissions: The state and region both have the goal of reducing greenhouse gas emissions. Each commute trip that is shifted to a non-drive alone mode through the City's CTR program reduces greenhouse gas emissions.
- Advance equity: [By centering the experiences of the senior and elderly population, people with disabilities, and the immigrant communities on the Island in the CTR program and other transportation initiatives, the City's CTR program will advance equity, which is a goal of the region and the state.](#) ~~By focusing particular attention on the Russian Community neighborhood and the northeast neighborhood (Pacific Islanders concentration) the City's CTR program is redressing past neglect and bringing these neighborhoods up to par with the rest of the City thereby advancing equity, which is a goal of the region and the state.~~
- Improve delivery of CTR programs: The emphasis in the capital improvement plan on building out non-motorized network infrastructure will improve connections for all modes of travel. This

in turn will make all the CTR actions more productive and easier to deliver. This aligns with the region's and state's CTR goals.

- Foster interagency collaboration: The requirements of the CTR program to consider state, regional and adjacent community goals naturally foster interagency collaboration which, in turn, yields a more integrated and robust multimodal transportation system that better meets the travel needs of all citizens.

*b. List adjacent CTR-affected cities and counties.*

- Seattle, WA
- Bellevue, WA
- Kirkland, WA
- Redmond, WA
- King County, WA

*c. Describe the top few cross-border and regional transportation issues that affect your jurisdiction.*

By 2050, the Puget Sound region will grow by another 1.6 million people, the equivalent of another two Seattles. In 2023, Seattle had the second worst congestion and third worst traffic in the country. The average Seattle-area driver spent 58 hours in traffic delays in 2023, a 12-hour increase from 2022. The worst congestion in the area is on the major freeways, including I-5, I-90, I-405, and SR-520.

The Puget Sound region's regular transit system is built upon the backbone of an extensive bus transit system with an expanding high-capacity transit system. However, the region currently struggles to connect the suburban cities with the Seattle and Bellevue city centers via transit.

*d. Describe the strategies you, adjacent cities and counties, and your region have agreed to use to address the top issues described in the previous bullet (projected changes in transportation system performance, projected reductions in emissions of pollutants, projected reductions in energy consumption, and projected benefits for economic development).*

- The City of Mercer Island is a member of the Eastside Transportation Partnership whose goals are:
  - Develop and adopt a package of transportation priorities based on adopted land use plans that improve overall mobility for people, freight and goods, and addressing peak hour congestion on the Eastside.
  - Jointly implement adopted priorities through leadership, education, and advocacy within communities, cities and the region.
  - Adopt and implement a strategy for increasing funding for transportation improvements and programs.
- Connectivity: The City is working with King County Metro and Sound Transit to expand transit and travel choices, thus completing a multimodal transportation network.
- Transit oriented development: Locating most of the new growth near transit leverages the region's investment in regular transit and provides new opportunities for nonmotorized access. Ensuring that long-term affordable housing is incorporated into transit-oriented communities will help to ensure that people with low incomes, people with disabilities and others who experience mobility challenges have easy access to the high-capacity transit system



## Performance Targets

### 5. List your jurisdictions CTR performance target(s)

- a. List performance targets that reflect only CTR-affected worksites*

Weighted average drive-alone rate of 60 percent or less for CTR-affected worksites at the jurisdictional level.

- b. List any additional performance targets.*

None.

### 6. List the base value you'll use for each performance target.

- a. For each performance target, provide the number you'll use as the baseline. You'll measure the difference between this number and your results to report performance.*

Performance targets will be tied to the CTR survey. As the City did not have a CTR affected worksite until mid-2024, the City will establish a base value during the 2025-2027 survey cycle and measure progress using 2027-2029 survey results.

### 7. Describe the method you used to determine the base value for each target.

- a. Provide the source for each base value listed.*

Performance targets will be tied to the CTR survey. As the City did not have a CTR affected worksite until mid-2024, the City will establish a base value during the 2025-2027 survey cycle and measure progress using 2027-2029 survey results.

### 8. Describe how you'll measure progress toward each target.

- a. List the method you'll use to measure progress for each target (CTR survey).*

The City will measure progress using 2027-2029 survey results.

### 9. List your jurisdictions CTR-affected worksites.

Riot Games and City of Mercer Island

### 10. List a performance target for each CTR-affected worksites.

Base year performance targets will be established during the 2025-2027 survey cycle.

### 11. List the base value you will use for each site.

Base year performance targets will be established during the 2025-2027 survey cycle.

## Services and Strategies

### 12. Describe the services and strategies your jurisdiction will use to achieve CTR targets.

- a. *Strategies may include: modifications of local policies and regulations, investments in services and facilities, and marketing and incentives.*

The City is pursuing the following actions alongside its CTR program.

- Promote commute options at wellness fairs, sustainability fairs, and other employee engagement events.
- Update the Pedestrian & Bicycle Facilities Plan in 2026.
- Implement First/Last Mile strategies including:
  - Deploy additional bike racks in Town Center.
  - Consider future infrastructure needs like electric vehicle charging, e-bike charging and bike lockers.
- Manage the on-street parking supply and ensure parking is available for commuters leaving Mercer Island.
  - Increase the parking citation fee to promote turnover of parking spaces in Town Center.
  - Implement an on-street parking system in Town Center where a motorist would register their vehicle for 2-hours of free parking and have the option to extend this parking up to 4-hours for a paid fee by Q4 2025.
  - Construction and opening of the Commuter Parking Project that will create ~40 parking spaces adjacent to the future light rail station.
- Explore options and impacts for allowing and encouraging development project applicants to submit a proactive Transportation Demand Management plan outlining steps to reduce vehicle trips and subsequent parking demand and/or spread those trips across larger time frames as a means of reducing peak roadway demands.
- Work with King County Metro to offer additional services to accommodate the arrival of Riot Games on the Island and to support City staff traveling to and from facilities.

### 13. Describe how jurisdiction services and strategies will support CTR affected employers.

- Increasing number of transit stops and optimizing locations of new transit stops to support CTR affected worksites would reduce the number of single occupancy vehicles.
- Ensuring that people commuting from Town Center have the ability to park their vehicle once would encourage them to take transit.
- Implementing a parking registration/payment will encourage people to find other means of traveling to Town Center.

### 14. Describe the barriers your jurisdiction must address to achieve CTR targets.

- a. *Describe how you'll address these barriers.*

Transit service: the City is limited by the number of transit routes that service the Island.

- Addressing by working with King County Metro to provide bus service near affected sites to have more connections to the future light rail station.

Non-motorized access is incomplete: City employees have limited access for non-motorized modes to report to their duty station due to gaps in the non-motorized infrastructure networks (sidewalks, trails, bikeways, safe crossings.)

- Addressing by prioritizing non-motorized infrastructure in the Capital Improvement Plan and updating the Pedestrian Bike Plan.

**15. Describe the transportation demand management technologies your jurisdiction plans to use to deliver CTR services and strategies.**

- Ordinances and development conditions.
- Incentives for transit and alternate modes.
- Disincentives for driving, like managing the parking supply and implementing paid parking.

**16. Link to your local CTR ordinance.**

[Mercer Island City Code Chapter 10.71 - COMMUTE TRIP REDUCTION \(CTR\) PLAN](#)

**17. Describe your financial plan.**

a. Describe the estimated average costs of your plan.

Activity	Estimated Average Annual Cost
Administration*	\$15,650

\* Includes financial and program management; CTR for City employees; involvement in comprehensive, regional transportation, and transit planning; transportation demand management technical assistance to capital projects.

b. Describe likely funding sources, public and private, to implement your plan.

Source of Revenue	Estimated Average Annual Revenue
WSDOT	\$15,650

Because the City of Mercer Island was not included in the 2023-2025 Funding Formula, for funding to be awarded from WSDOT, a few actions that would have to occur first including, but not limited to:

- The City of Mercer Island would need to survey Riot Games, and the results of the survey data would impact funding.
- The TDM Technical Committee would need to add Mercer Island to the 2025-2029 Funding Formula (Mercer Island is not included in the 2023-2025 Funding Formula.)
- WSDOT and the City of Mercer Island would need to execute a CTR grant contract.

**18. Describe your implementation structure.**

a. Describe who will conduct the activities listed in your plan.

The Sustainability Program Manager in the Public Works department is the CTR Program Administrator for the City of Mercer Island. Activities listed in this plan will involve the collaboration of various departments, including Public Works, Finance, the City Manager’s Office, and Police.

*b. Indicate who will monitor progress on your plan. List job title, department, and name.*

The Sustainability Program Manager in the Public Works department is the CTR Program Administrator for the City of Mercer Island.

**19. List your implementation schedule.**

*a. Provide the timeline for anticipated projects.*

	<b>1<sup>st</sup> Biennium July 2025- June 2027</b>	<b>2<sup>nd</sup> Biennium July 2027-June 2029</b>
<b>Actions</b>	<ul style="list-style-type: none"> <li>• Provide commute and other employee transportation coordinator services to City employees.</li> <li>• Identify worksites and employee transportation coordinators.</li> <li>• Train and provide technical assistance to employee transportation coordinators.</li> <li>• Review employer CTR plans.</li> <li>• Assure conduct of worksite surveys and provision of program reports.</li> <li>• Conduct financial and program management.</li> <li>• Engage in comprehensive, regional transportation, and transit planning.</li> <li>• Provide transportation demand management technical assistance to capital projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide commute and other employee transportation coordinator services to City employees.</li> <li>• Identify worksites and employee transportation coordinators.</li> <li>• Train and provide technical assistance to employee transportation coordinators.</li> <li>• Review employer CTR plans.</li> <li>• Assure conduct of worksite surveys and provision of program reports.</li> <li>• Conduct financial and program management.</li> <li>• Engage in comprehensive, regional transportation, and transit planning.</li> <li>• Provide transportation demand management technical assistance to capital projects.</li> <li>• Undertake development activities for 2029-2033 four-year CTR plans.</li> </ul>

**20. Describe the CTR plan for jurisdiction employees.**

*a. Describe the services, programs, information, and other actions your city or county put in place to help its employees reduce their drive alone commute trips.*

The Sustainability Program Manager in the Public Works department is the CTR Program Administrator for the City of Mercer Island, and thus also serves as the employee transportation coordinator for the City in its role as a CTR-affected site.

The Sustainability Program Manager administers the program elements required of the employer including:

- Regular distribution of information to employees regarding alternatives to single-occupant vehicle commuting.

- A regular review of employee commuting and reporting of progress toward meeting the single occupant vehicle reduction goals to the City consistent with the method established in the commute trip reduction plan and the rules established by the department of transportation under RCW 70A.15.4060.
- Implementation of the following measures designed to achieve the City's commute trip reduction goals:
  - Administer CTR surveys and report results to the City Council and City leadership.
  - Produce City of Mercer Island program report.
  - Serve as commuter advisor to employees.
  - Publicize promotional challenges and campaigns.
  - Provide briefings to various employee groups on the program and its benefits.

**21. Describe how the CTR plan for jurisdiction employees contributes to the success of the overall plan.**

- a. Describe how the plan for jurisdiction employees reinforces the success of the jurisdiction plan.*

The actions included in the City of Mercer Island CTR plan indicate the City's commitment and are similar to those included in all the CTR-affected work site plans. Thus, they create a mutually reinforcing community focused on CTR. Employers know that the City is involved and committed to CTR along with them. The City connects with employee transportation coordinators and foster relationships through sharing experiences and best practices, providing a place for mutual problem solving and support. This strengthens the program at all affected sites in the City.

### Alignment with Plans

**22. List the transit agencies the provide service in your jurisdiction.**

- King County Metro
- Sound Transit

**23. List the transit plans you review while developing this plan.**

- Puget Sound Regional Council - 2022-2050 Regional Transportation Plan
- Sound Transit - Transit Development Plan 2023-2028 and 2022 Annual Report
- King County Metro - Strategic Plan for Public Transportation 2021-2031

**24. Describe how this CTR plan support the transit plans.**

- Employer engagement and promotion: Increases use of transit through awareness and increased availability of subsidized transit passes.
- Marketing: Makes people more aware of transit options.
- Engagement in the planning process: Increases awareness of and support for transit and other travel modes

**25. Describe any comprehensive plan updates that are needed and when they will be made.**



Mercer Island is in the process of updating and adopting the Comprehensive Plan. All known changes have been included in this update.

## Engagement

### 26. Describe stakeholder engagement.

*a. Who did you talk to?*

City staff created a Commute Trip Reduction [webpage](#) on its community engagement platform, Let's Talk, to engage the broader Mercer Island community. Moreover, the City sent the Commute Trip Reduction 4-Year Plan to Riot Games, the only CTR-affected worksite on the Island, as well as Sound Transit and King County Metro.

*b. When did you talk to them?*

The engagement platform for the Commute Trip Reduction 4-Year Plan was open for six weeks, between September 20 and October 31, 2024.

*c. What did they have to say?*

- Creating safe bicycle infrastructure and making bike commuting to the Mercer Island Town Center should be prioritized.
- Other communities around Lake Washington are investing in improving their non-automobile infrastructure, including access to light rail. Mercer Island needs to join in this effort to reduce automobile commuting trips.

*d. How did what they said influence the plan?*

City staff are considering ways to address the barriers for Mercer Island residents to get to and from public transportation and how these solutions would intersect with the commuting needs of Riot Games.

### 27. Describe the vulnerable populations considered.

City staff considered the following populations when creating this plan:

- Senior and elderly population, particularly seniors living alone,
- People with disabilities,
- Immigrant and new immigrant communities, and
- Youth.

Older adults are a large share of the Mercer Island population. 27% of the population was 60 years or older in 2022. 33% of people 65 and older live alone on Mercer Island. Elderly residents on Mercer Island face isolation, exacerbated by the pandemic and a need for transportation options.

Moreover, Mercer Island is experiencing a shift in its population demographics, with notable growth in diversity, particularly in the Asian population and individuals identifying with multiple races. From 2017 to 2022 there was a 36% increase in the foreign-born population. The largest increase was in residents

from Asia, with a small increase in those from Europe. As Mercer Island's population changes, there has been a notable shift in the share of residents speaking only English at home from 81% in 2010 to 76% in 2022.

Finally, in affluent communities such as Mercer Island, the challenges for students who are not as financially privileged are heightened. Over the past eight academic years, the number of students from households with low incomes has increased in the Mercer Island School District even as total student enrollment has dropped. Roughly 7% of Mercer Island youth (i.e., residents under the age of 19) are with Medicaid or other means-tested public coverage

**28. Describe engagement focused on vulnerable populations.**

*a. Who did you talk to?*

- Mercer Island Youth and Family Services (MIYFS), who primarily serve residents with lower incomes with acute needs.
- Seniors Living Alone on Mercer Island

*b. When did you talk to them?*

- City staff met with representatives from MIYFS on October 1, 2024.
- MIYFS staff sent information about the 4-Year Plan via email to the Living Alone group and mentioned it at their monthly meeting on October 8, 2024.

*c. What did they have to say?*

- On Mercer Island, the public transportation system is very limited. The existing transit service is focused on the Town Center area and transporting people on/off I-90. Vulnerable populations have a difficult time accessing the transit system. The bus routes only go through the center of the Island. The Island is not always walkable due to hills and lack of sidewalks. More people on the Island would utilize public transportation if they had means to get to/from the bus stops.
- Island residents anticipate that the lack of on-Island transit and the anticipation that the Park & Ride will be full for anyone who is not part of a workday commute will limit the ability for people to use the Sound Transit Light Rail when it opens.
- For older adults to use public transportation, restrooms need to be available for use. Not having restrooms available presents a large barrier for seniors.
- There is an expressed need from Chinese adult parents for resources in Mandarin for their older adult parents, as existing resources are inaccessible due to language barriers.

*d. How did what they said influence the plan?*

City staff are considering ways to address the barriers for Mercer Island residents to get to and from public transportation and how these solutions would intersect with the commuting needs of Riot Games.

**29. List employers suggestions to make CTR more effective.**

Riot Games did not provide suggestions to make CTR more effective.

**30. Describe the results of engagement focused on vulnerable populations that will be provided for use in comprehensive plan and transit plan updates.**

- On Mercer Island, the public transportation system is very limited. The existing transit service is focused on the Town Center area and transporting people on/off I-90. Vulnerable populations have a difficult time accessing the transit system. The bus routes only go through the center of the Island. The Island is not always walkable due to hills and lack of sidewalks. More people on the Island would utilize public transportation if they had means to get to/from the bus stops.
- Island residents anticipate that the lack of on-Island transit and the anticipation that the Park & Ride will be full for anyone who is not part of a workday commute will limit the ability for people to use the Sound Transit Light Rail when it opens.



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

**AB 6636  
March 4, 2025  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 6636: Revised 2025 Fee Schedule Adoption	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Approve Resolution No. 1671 adopting the Revised 2025 Fee Schedule, effective June 30, 2025.	

<b>DEPARTMENT:</b>	Administrative Services
<b>STAFF:</b>	Ali Spietz, Chief of Administration
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Resolution No. 1671, including Exhibit A – Revised 2025 Fee Schedule
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

**EXECUTIVE SUMMARY**

The purpose of this agenda bill is to revise the City’s fee schedule for 2025.

- In December 2024, the City Council passed [Resolution No. 1668](#) adopting a Fee Schedule for the City for 2025.
- At the January 21 City Council meeting, the City Council directed staff to prepare a resolution for consideration on March 4, 2025, to amend the City’s fee schedule to apply existing impact fee rates to middle housing and accessory dwelling units (ADUs).
- Proposed Resolution No. 1671 adopts the revised 2025 Fee Schedule, which includes amendments related to middle housing and ADU fee changes. These new fees become effective June 30, 2025.

**BACKGROUND**

In 2022, the City Council established a Citywide fee schedule to bring all set and published fees into one location to make it easier for the public to locate specific fees. The fees included in the schedule are either set by Mercer Island City Code, resolutions of the City Council, administratively by departments, or by an outside agency with which the City contracts. In addition, fees are calculated and adjusted in varying ways. This centralized fee schedule benefits residents by providing simple, transparent access to City fees and benefits the City by creating a process for annual review of all fees by staff and the City Manager.

## ISSUE/DISCUSSION

At the January 21, 2025 City Council meeting, the City Council directed staff to prepare a resolution for consideration on March 4, 2025 to amend the City's fee schedule to apply existing impact fee rates to middle housing and ADUs ([AB 6600](#): Middle Housing and Accessory Dwelling Units - HB 1110, HB 1337 and SB 5258 Compliance). Resolution No. 1671 includes an amendment to the City's fee schedule indicating how the existing impact fee rates will be applied to these housing types (see Exhibit 1). These new fees take effect June 30, 2025.

### Impact Fees

Mercer Island currently imposes impact fees for parks and transportation on residential and commercial development. Impact fees on residential development are scaled to the size of the unit and the trips generated, based on the unit type (single family or multifamily). The City's impact fees were last updated in 2022, based on transportation and parks rate studies. Mercer Island does not currently impose impact fees on ADUs.

Under the provisions of HB 1110, impact fees may be applied to middle housing. Under HB 1337, impact fees may also be applied to ADUs, however, the amount of the impact fee is limited to 50% of the rate that would be applied to the principal unit.

The City's existing impact fee rates can be applied to middle housing and ADUs, based on the number of units on the lot. The single-family rate will be applied to projects that include 1-2 units, and the multi-family rate will be applied to projects with three or more units of middle housing. For ADUs, the multifamily rate will apply, not to exceed 50% of the single family rate.

## NEXT STEPS

Following City Council approval of Resolution No. 1671 and prior to the effective date of June 30, 2025, staff will update the 2025 Fee Schedule on the City's website with the revised version.

## RECOMMENDED ACTION

Approve Resolution No. 1671 adopting the Revised 2025 Fee Schedule, effective June 30, 2025.

**CITY OF MERCER ISLAND  
RESOLUTION NO. 1671**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON  
REVISING THE CITY’S FEE SCHEDULE EFFECTIVE JUNE 30, 2025 AND  
REPLACING CERTAIN RATES, FEES, AND CHARGES PREVIOUSLY  
ADOPTED**

WHEREAS, fees are charged for services provided by departments of the City of Mercer Island;  
and

WHEREAS, City staff have collected various fees and centralized the location of the City’s  
public fees in a Fee Schedule; and

WHEREAS, staff have reviewed and identified updates to certain fees for services provided by  
the City of Mercer Island in 2025; and

WHEREAS, HB 1110 and HB 1337 direct local jurisdictions to adopt development regulations  
related to middle housing and accessory dwelling units and include provisions related to  
imposing impact fees on these housing types; and

WHEREAS, on January 21, 2025, the City Council directed that existing impact fee rates should  
be applied to middle housing and accessory dwelling units;

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

Effective on and after June 30, 2025, Exhibit A of this Resolution entitled “Revised 2025 Fee  
Schedule” is adopted as the fee schedule for the City of Mercer Island. All previously adopted  
rates, fees, and charges, including but not limited to those in the “2024 Fee Schedule” and  
“2025 Fee Schedule,” which are now included in the “Revised 2025 Fee Schedule,” are  
replaced by the rates, fees, and charges in the “Revised 2025 Fee Schedule” on the  
aforementioned effective date. The “Revised 2025 Fee Schedule” shall continue to be effective  
until a new fee schedule for the City is adopted and becomes effective. Nothing contained in this  
Resolution shall affect the amount of collection of rates, fees, and charges established prior to  
June 30, 2025.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT  
ITS MEETING ON THE 4TH DAY OF MARCH 2025.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Salim Nice, Mayor

ATTEST:

\_\_\_\_\_  
Andrea Larson, City Clerk





# REVISED 2025 FEE SCHEDULE

EFFECTIVE JUNE 30, 2025



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# 1. ANIMAL LICENSES

[\(MICC 7.04.040\)](#)

Mercer Island is a member of Regional Animal Services of King County (RASKC); the following fees represent services offered by RASKC to City of Mercer Island residents.

PET LICENSE, ANNUAL	
Unaltered (Not Spayed/Neutered)	\$60.00
Altered (Spayed/Neutered)	\$30.00
Service or Assistive Animal	No Charge
K-9 Police Dog	No Charge
JUVENILE PET LICENSE, SIX MONTHS	\$15.00
Under six months of age, license expires after 6 months	
DISCOUNTED PET LICENSE, ANNUAL	\$15.00
Proof required that owner is 65 or older. Proof required that pet is spayed or neutered	
PET LICENSE REPLACEMENT TAG	\$5.00
For lost, unexpired tag	
DANGEROUS DOG REGISTRATION FEE	\$250.00
<a href="#">[MICC 7.04.130 (c)]</a>	

## LATE FEES

The following late fees apply to license renewal applications and must be paid in addition to any applicable license fees and penalties

PET LICENSE, (45 – 90 days past expiration)	\$15.00
PET LICENSE, (91 – 135 days past expiration)	\$20.00
PET LICENSE, (136 – 364 days past expiration)	\$30.00
PET LICENSE, (365+ days past expiration)	\$30 + prior year’s license fee

**2. BUSINESS LICENSES**

[\(MICC Title 5\)](#)

BUSINESS LICENSE – MERCER ISLAND \$30.00

See [the Department of Revenue website](#) for additional processing fees

BUSINESS LICENSE – ANNUAL RENEWAL \$30.00

See [the Department of Revenue website](#) for additional processing fees

SOLICITOR LICENSE \$30.00

**ADULT CABARET AND ADULT ENTERTAINMENT**

[\(MICC 5.30.050\)](#)

ENTERTAINER’S LICENSE \$100.00

LICENSE FEE (ANNUAL) \$700.00

MANAGER’S LICENSE \$100.00

**ADULT AND REGULATED TEEN DANCES**

[\(MICC 5.18.100\)](#)

LICENSE FEE \$25.00

**AMUSEMENT CENTERS AND AMUSEMENT DEVICES**

[\(Chapter 5.02 MICC\)](#)

DEVICE (EACH) \$50.00

LICENSE (ANNUAL) \$300.00

OPERATOR’S LICENSE \$200.00

**MASSAGE PARLORS AND BATHHOUSES**

[\(MICC 5.08.050\)](#)

LICENSE FEE \$500.00

PERMIT FEE \$25.00

**PRIVATE SECURITY AGENCIES**

[\(Chapter 5.12 MICC\)](#)

EMPLOYEE REGISTRATION FEE \$25.00

LICENSE FEE \$250.00

**TOW TRUCKS**

[\(MICC 5.20.060\)](#)

LICENSE FEE (ANNUAL) \$25.00

### 3. COPY FEES

[\(MICC 2.14.070\)](#)

#### A. PUBLIC RECORDS FEES

INSPECTION OF RECORDS Inspection of records on the City’s website or by appointment at the City.	No Fee
PHOTOCOPIES (11” x 17” or smaller, double-sided, or single-sided)	\$0.15 per page
PRINTED COPIES OF ELECTRONIC RECORDS	\$0.15 per page
SCANNING PAPER RECORDS	\$0.10 per page
E-FILES OR ATTACHMENTS FOR ELECTRONIC DELIVERY (PER 4 FILES)	\$0.05
TRANSMISSION OF RECORDS IN E-FORMAT (PER GB)	\$0.10
DIGITAL STORAGE MEDIA OR DEVICE PROVIDED BY AGENCY	Actual Cost
MAILING PHYSICAL RECORDS OR STORAGE DEVICES Of postage and container/envelope	Actual cost
CLERK CERTIFICATION	\$1.00 per document

For large requests, the City may take one or more of the following actions: require a deposit of 10 percent of the estimated copying costs before making copies; provide copies in installments; or require payment before providing further installments.

#### B. PRE-MADE MAPS, CUSTOM MAPS, AND GIS DATASET QUERIES

The prices listed below include applicable taxes and are subject to change. Any custom mapping, ordering of pre-made maps, or data for later pickup MUST be pre-paid.

Commonly requested maps are available for download in a PDF format from the City website. Other pre-made maps are also available in PDF format. There is no charge for electronic copies (unless it is a custom map request, then the rate will be charged according to the custom map pricing).

PAPER SIZE	REGULAR BOND PAPER	WATERPROOF PAPER
8.5" x 11" (ANSI A)	NO CHARGE	NOT AVAILABLE
11" x 17" (ANSI B)	NO CHARGE	NOT AVAILABLE
17" x 22" (ANSI C)	\$5.00	\$10.00
18" x 24" (ARCH C)	\$7.00	\$14.00
24" x 36" (ARCH D)	\$14.00	\$28.00
28" x 40"	\$18.00	\$36.00
36" x 48" (ARCH E)	\$28.00	\$56.00
36" x 60"	\$35.00	\$70.00

**CUSTOM MAPS:**

Custom maps will only be created using existing City GIS data. The City will not create custom maps that require data from outside organizations or require the creation of new data. The price for custom maps is **\$50.00/hour with a 15-minute minimum.**

0 to 15 minutes:	\$12.50
16 to 30 minutes:	\$25.00
Up to 45 minutes:	\$37.50
60 minutes:	\$50.00

**CUSTOM DATA SET QUERIES:**

Custom data request is defined as any existing City GIS Data. The City will not compile data from outside organizations or create new data. The price for custom data requests is **\$50.00/hour with a 1-hour minimum.** If a map is also requested at the same time and all work can be completed within one hour, only \$50.00 will be charged.

**MAP AND DATA DELIVERY:**

- Electronic maps- delivered via email or through the City’s FTP site
- Printed maps- customer pick-up at Mercer Island City Hall. The City will not be shipping any printed maps.
- Custom data- delivered via email or through the City’s FTP site.

To request pre-made maps, custom maps, and GIS dataset queries, send an inquiry to [GISAdmin@mercerisland.gov](mailto:GISAdmin@mercerisland.gov).

**4. PARKING FEES**

[\[MICC 10.74.020\(D\)\]](#)

**Parking Penalties**

PARKING IN PERMIT-RESTRICTED AREA WITHOUT A VALID PERMIT \$54.00 Penalty

TRANSFER/UNAUTHORIZED USE OF NORTH MERCER RESTRICTED PARKING DISTRICT PERMIT \$250.00 Penalty

UNAUTHORIZED HANDICAPPED ZONE PARKING \$450.00 Penalty

**Restricted Parking District**

This permit is for a Mercer Island resident whose home address is within the boundaries of the North Mercer Restricted Parking District. Please see [MICC 10.74.030\(A\)](#) for the full text code regarding the RPD restrictions. The following permit fees are per vehicle per year.

RESTRICTED PARKING DISTRICT PERMIT \$5.00 per vehicle

RESTRICTED PARKING DISTRICT PERMIT (GUEST) \$10.00 per vehicle

TEMPORARY CONTRACTOR PARKING PERMIT \$10.00 per vehicle

## 5. COURT FEES

### COURT RECORDS REQUESTS

NON-CERTIFIED DOCUMENTS	\$1.00 for each 5 pages
CERTIFIED DOCUMENTS	\$5.00
AUDIO CD	\$10.00

### **COURT FEES**

MUNICIPAL COURT MARRIAGE CEREMONY	\$150.00 - \$250.00
MARRIAGE CEREMONY, COURT-PROVIDED WITNESS A minimum of 2 witnesses are required	\$25.00 per witness
CONTESTED HEARING FEES	Varies, <a href="#">see form</a>
MITIGATION FEES	Varies, <a href="#">see form</a>
PROOF OF INSURANCE* When insured but not carrying proof of insurance at time of traffic stop	Penalty reduced to \$25

\*Within 15 days of the violation, the ticket will be dismissed with a \$25.00 administrative fee if proof of insurance at the time of the incident is shown to the court. If there is an additional violation on the ticket, you are responsible for the penalty amount associated with that violation.

**6. POLICE FEES**

CONCEALED PISTOL LICENSE (ORIGINAL)	\$49.25
CONCEALED PISTOL LICENSE (RENEWAL)	\$32.00
CONCEALED PISTOL LICENSE (LATE)	\$42.00
CONCEALED PISTOL LICENSE (REPLACEMENT)	\$10.00
FINGERPRINTING	Service currently unavailable
MANDATORY BOATER EDUCATION FEES	Varies, <a href="#">see website</a>

Anyone 12 years old and older may operate a motorboat of 15 horsepower and greater with a Washington Boater Education Card. Without a card, the person must be supervised by someone at least 16 years old, who is carrying a Boater Education Card. Anyone born before January 1, 1955 is exempt from needing to carry a Boater Education Card. Click [here](#) to access qualifying courses.

**FALSE ALARMS**  
[\(MICC 8.10.050\)](#)

FALSE ALARM DISPATCH (FIRST)	Warning Letter Only
FALSE ALARM DISPATCH (SECOND)	\$75.00
FALSE ALARM DISPATCH (THIRD)	\$100.00
FALSE ALARM DISPATCH (FOURTH)	\$125.00
FALSE ALARM DISPATCH (FIFTH +)	\$150.00

## 7. PARKS AND RECREATION FEES

Additional information can be found at: [www.mercerisland.gov/parksrec](http://www.mercerisland.gov/parksrec)

### A. MERCER ISLAND COMMUNITY & EVENT CENTER (MICEC) RENTAL FEES AND CHARGES

#### Meeting Room Rentals

Hourly rental fee	\$60
Damage deposit	\$60
Staff setup/Breakdown/Clean-up	\$75

#### Mercer Room Rentals (Monday-Thursday)

Damage deposit	\$500
Full room (3 sections) hourly; 3-hr. minimum	\$180
Partial room (2 sections) hourly; 3-hr. minimum	\$150
Partial room (1 section) hourly	\$75
Staff setup/Breakdown/Clean-up (per section rented)	\$100
Food/beverage/alcohol	\$200

#### Mercer Room Rental Packages

Damage deposit	\$500
Weekend (Saturday – Sunday; includes 10 hours)	\$3,700
Weekday (Monday – Friday; includes 10 hours)	\$2,600

#### Additional Room Rentals

Catering Kitchen hourly (food/beverage/alcohol included)	\$100
Outdoor Terrace hourly	\$100
Landing hourly	\$100
Lobby hourly	\$100
Food Truck per truck (food/beverage/alcohol included)	\$200
Outdoor Lawn hourly	\$60
Game Room hourly	\$100

#### Gymnasium and Dance Room Rentals

Multi-Purpose/Dance Room hourly	\$75
Staff setup/Breakdown/Clean-up	\$100
Half Gym hourly	\$75
Full Gym hourly	\$130
Gym (non-athletic full gym; 10 hours)	\$6,000
Gym Deposit (non-athletic)	\$1,000

#### Full Facility Rental

Private Rental (12 hours)	\$12,500
Main Level Rental hourly (minimum of 5 hours)	\$1,000
Security Deposit	\$1,500



**Extended Building Hours**

Hourly in addition to rental fee	\$60
Parking Lot (non-community center events – per day rates)	
Spot Rental (Tier 1 – 70 spots)	\$350
Spot Rental (Tier 2 – 66 spots)	\$330
Spot Rental (Tier 3 – 50 spots)	\$250
Spot Rental (Tier 4 – 25 spots)	\$125
Full Parking Lot Rental (Tier 1, 2, 3, 4 – 211 spots)	\$1,500

**B. RECREATION PROGRAMS & EVENT FEES AND CHARGES**

**Recreation Programs & Events:** visit [www.mercerisland.gov/parksrec](http://www.mercerisland.gov/parksrec)

**Boat Launch Parking**

Daily pass	\$17
Monthly pass	\$55
Annual pass	\$125

**MICEC Fitness Room and Drop-In Activities**

Daily drop-in	
Resident	\$5
Non-Resident	\$7
10-Punch Pass	
Resident	\$40
Non-Resident	\$60
20-Punch Pass	
Resident	\$70
Non-Resident	\$110
30-Punch Pass	
Resident	\$90
Non-Resident	\$150

**C. OUTDOOR FACILITY RENTAL FEES AND CHARGES**

**Picnic Area Reservations**

Full day	\$175
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**P-Patch Garden Fees**

Large Plot	\$75
Small Plot	\$60

**Athletic Fields**

Grass/Dirt fields hourly	\$30
Synthetic Turf Infields hourly	\$40
Full Synthetic Turf	\$70
IMS Track/Field hourly	\$70

**Additional Athletic Field Fees**

Light Activation (per rental)	\$25
Baseball/Softball game prep	\$45
Tennis/Pickleball Court hourly (per court)	\$25
Batting Cage hourly	\$25
Concession Stand daily	\$100
Athletic Field Storage (per usage)	\$150

### **Fitness Classes/Outdoor Personal**

Application fee	\$75
Monthly fee	\$110

### **Mercerdale Sign Board**

Weekly fee	\$50
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## **D. SPECIAL EVENT PERMITS**

Applications for Special Event Permits require City-wide staff review and are subject to additional insurance requirements. Please allow a minimum of 45 days for review. See [Special Events Guide for more information.](#)

<b>Application fee</b>	\$50
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<b>Level 1 Event</b>	\$125
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- Attendance at any one time estimated between 50-100 people;
- Held within existing venue/use area typically used for group gatherings, etc.; and
- Does not impact or interfere with standard, ordinary, and normal use of either public property or normal vehicle and pedestrian traffic in the vicinity of the event; and
- Does not require changes to safety or maintenance operations beyond normal levels; and
- No attendance or participation fees are charged; and
- Does not occur at Calkins Point or the Greta Hackett Sculpture Park; and
- No other permits are required.
- Administration Coordination shall be Division Review only.

<b>Level 2 Event</b>	\$400
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- Attendance at any one time estimated between 50-250 people;
- Held within existing venue/use area typically used for group gatherings, etc.; and/or
- May impact or interfere with standard, ordinary and normal use of either public property or normal vehicle and pedestrian traffic in the vicinity of the event; and/or
- Does not require changes to safety or maintenance operations beyond normal levels.
- Mercerdale Park can only be used for Level 2 events of fewer than 100 people that do not require electrical service, that do not involve food trucks, and that do not require any additional permits.

- Does not occur at Calkins Point or the Greta Hackett Sculpture Park.
- Administration Coordination shall be either Division Review or Low-impact Committee Review.

**Level 3 Event**

\$1,200

- Single-faceted events open to the public, which does not include athletic competition; OR
- Attendance at any one time estimated between 251-600 people; and/or
- Held within existing venue/use area, but may include street, parking, or additional facility impacts; and/or
- May require operational changes to safety or maintenance - additional restrooms, deliveries, vehicle access, exclusive use of park space; and/or
- Calkins Point can only be used for a Level 3 event if attendance is fewer than 200 people.
- Administration Coordination shall be either Low-impact or High-impact Committee Review.

**Level 4 Event**

\$1,600

- Parades, timed competitions, in-water events, festival-style events open to the public, or event of any type that involves use of multiple City parks or public spaces; OR
- Attendance at any one time estimated at 601+people over a single day or multiple occurrences; and/or
- Has moderate to major impacts to surrounding areas (streets, neighborhoods, business district, other park amenities, etc.) and/or cannot be held within existing venue; and/or
- May impact or interfere with standard, ordinary and normal use of either public property or normal vehicle and pedestrian traffic in the vicinity of the event; and/or
- Has moderate to major impacts to safety or maintenance operations, including temporary or long-term road closures, offsite parking impacts, traffic and security control, additional restrooms, deliveries, vehicle access, and exclusive use of park space; and/or
- Administration Coordination shall be High-impact Committee Review.

**E. SPECIAL USE PERMITS**

Parking space or lot use (Excluding MICEC)	Please call
Photography (personal use) per session/per year	\$25/300
Commercial photography per session/per year	\$50/500
Advertising or for-profit photography or filming	Please call
*Additional fees may apply. See <a href="#">special events guide</a> .	

**Staffing Rates**

MICEC Custodial/ Recreation Staff Member hourly	\$35 - \$55
Parks Maintenance staff member hourly	\$55 - \$75
Mercer Island Police Officer (off-duty) hourly (3 hour minimum)	Varies
Eastside Fire & Rescue Aid Car Unit	Varies

**Miscellaneous Park Fees**

Park Asset Donation Fee	Dependent on asset donated
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**F. SPECIAL EVENTS IN PIONEER PARK AND ENGSTROM OPEN SPACE**

Open Space Conservancy Trust owns Pioneer Park and Engstrom Open Space for the purpose of preserving and protecting them as natural ecosystems. Special events in Pioneer Park and Engstrom Open Space may cause long-term or cumulative damage to the ecosystem when heavy trail use or off-trail use occurs, either as part of the event or incidental to the event. The goal of this policy is to prevent damage to the ecological resources contained within these properties.

At the same time, the Trust seeks to encourage the use of its properties by the citizens of Mercer Island. The City of Mercer Island Parks and Recreation Department acts on behalf of the Trust. The purpose of this policy is to provide policy direction to the Parks and Recreation Department when special events in Trust properties are being proposed. This policy provides Parks and Recreation staff guidance to allow the public reasonable access to the Trust properties for special events while regulating special event activities to prevent damage. This policy is supplemental to the Parks and Recreation Special Events Policy for events that occur in Pioneer Park and Engstrom Open Space only. Please note that the off-trail use of Pioneer Park is prohibited except for approved educational, scientific or forest health activities.

The following are criteria that are used to determine what conditions or restrictions may be placed on special events in Pioneer Park and Engstrom Open Space.

1. If any of the following are expected, then the event requires a Special Event application, review, and permit:
  - a. The group size is more than 50 people
  - b. The event is timed or competitive
  - c. The event involves trail use other than walking
  - d. The group will occupy a fixed portion of the park for more than 10 minutes
  - e. The group will block any trail or inhibit the safe passage of park users
  - f. Off trail use (limited to educational and scientific work)
  
2. Special Event applications that are located in Pioneer Park and/or Engstrom Open Space may be subject to the following reviews:

- a. Review by the Parks Operations Manager, Natural Resources Project Manager, or designee.
  - b. Supplemental information, including maps and details showing environmental protection measures the applicant is proposing. Examples of such submittals can be provided by Parks and Recreation staff.
  - c. A presentation to the Open Space Conservancy Trust at one of its regular bimonthly meetings.
3. The City of Mercer Island Parks and Recreation Department reserves the right to deny a special event application if it determines that an event will negatively impact Pioneer Park and/or Engstrom Open Space. This includes poor performance or unpaid damage claims on previous special events. The applicant may request that the Open Space Conservancy Trust review the determination of Parks and Recreation staff.
4. Special events may be subject to the following conditions:
- a. Temporary environmental protection features, such as fencing, plywood, ground covering, erosion control fabric, etc.
  - b. Site monitors at areas expected to be impacted to prevent off-trail use. The applicant may propose to provide site monitors, but Parks and Recreation reserve the right to require its own staff or paid independent staff to provide monitoring. Parks and Recreation staff cost \$55-75/hour with a 3-hour minimum.
  - c. Damage deposit proportional to the size of the group and the duration of activity, as follows:

Event Length	Number of participants			
	50-99	100-149	150-199	200-249
1 hour	\$500	\$1,000	\$1,500	\$2,000
2 hours	\$600	\$1,200	\$1,800	\$2,400
3 hours	\$700	\$1,400	\$2,100	\$2,800
4 hours	\$800	\$1,600	\$2,400	\$3,200

Any numbers or times in excess of what is listed will be calculated proportionally. the fee schedule may be adjusted to keep pace with inflation and cost increases.

- d. Any damage that occurs that is not covered by the damage deposit will be charged to the event organizer.
  - e. Restoration plan – a schematic repair plan for anticipated impacts, including trail damage, vegetation damage, soil erosion and soil compaction.
5. Areas of concern:
- a. **The ravine in the northeast quadrant.** This terrain is steep and erodible. The trails are single track for the most part. Passing is difficult without going off-trail. Going off trail is likely to cause erosion and plant damage.

Large and competitive events are expected to have high impact. Monitoring is typically required for events in this area.

- b. **The southeast quadrant.** These trails are shared by horseback riders. Passing equestrians is difficult without going off trail. Coordination with the Saddle Club is required.
- c. **Secondary trails, all quadrants.** Secondary trails are single track trails for the most part. Passing is difficult without going off-trail. Some trails are poorly drained, and users tend to walk on the edges, which causes widening. Best used in the dry season for large group events. Monitoring may be required.
- d. **Picnic area across from shopping center.** This is a popular entry point to the park and can get consistent traffic from park users throughout the course of an event. Timed or competitive events may need monitoring and/or signage to alert park users to the event. Blocking access to this area is not permitted.

## 8. DEVELOPMENT AND CONSTRUCTION PERMIT FEES

(Resolution No. 1668, Effective January 1, 2025)

Consistent with the authority set forth in titles 17 and 19 of the Mercer Island City Code for the establishment and collection of development and construction fees, the following Development and Construction Permit Fee Schedule, including the Building Permit Calculation Table, (and otherwise established by Resolution No. 1656), are here by amended for 2025.

### 2025 HOURLY STAFF RATE FOR ALL REVIEW DISCIPLINES: \$176.00

Fee Name	Minimum Hours	Additional Fees	2025
<b>A. MEETINGS</b>			
Planner Meeting/Meeting with Staff (1/2 Hour)	N/A	N/A	\$176
Pre-application Meeting Type 1 (Up to 2 reviewers)	6	Hourly Staff Rate If Min. Exceeded	\$1,056
Pre-application Meeting Type 2 (More than 2 reviewers)	12		\$2,112
<b>B. LAND USE AND PLANNING FEES</b>			
<b>Appeals</b> (Fee Refunded If Appeal Is Granted)			
Appeal - includes Building, Land Use, Right of Way, Code Compliance, Code Interpretation	10	Hourly Staff Rate If Min. Exceeded, Plus Actual Costs of File Preparation & Transcripts	\$1760
<b>Critical Areas</b>			
Critical Area Review Type 1	8	Hourly Staff Rate If Min. Exceeded, Plus Actual Cost of Peer Review	\$1,408
Critical Area Review Type 2	20		\$3,520
<b>Design Review</b>			
Design Review - Signs - Code Official	5	Hourly Staff Rate If Min. Exceeded	\$880
Design Review - Code Official	25		\$4,400
Design Commission Study Session	40		\$7,040
Design Commission Review - Exterior Alteration	95		\$16,720
Design Commission Review - Major New Construction	155		\$27,280

Fee Name	Minimum Hours	Additional Fees	2025
<b>Deviations</b>			
Deviation to Antenna Standards - Code Official	10	Hourly Staff Rate If Min. Exceeded	\$1,760
Deviation to Antenna Standards - Design Commission	25		\$4,400
Public Agency Exception - 115-hour minimum	115	Hourly Staff Rate If Min. Exceeded, Plus Actual Cost of Peer Review	\$20,240
Reasonable Use Exception - 115-hour minimum	115		\$20,240
Variance	65	Hourly Staff Rate If Min. Exceeded	\$11,440
Wet Season Construction Approval	N/A	N/A	\$1,584
<b>Environmental Review (SEPA)</b>			
SEPA Review	8	Hourly Staff Rate If Min. Exceeded	\$1,408
Environmental Impact Statement	120		\$21,120
<b>Comprehensive Plan and Development Code Docket Requests</b>			
Docket Application	15	Hourly Staff Rate If Min. Exceeded	\$2,640
<b>Legislative Review (If Docketed)</b>			
Comprehensive Plan Amendment	150	Hourly Staff Rate If Min. Exceeded	\$26,400
Code Amendment	150	Hourly Staff Rate If Min. Exceeded	\$26,400
Rezone	105	Hourly Staff Rate If Min. Exceeded	\$18,480
<b>Other Land Use</b>			
Accessory Dwelling Unit (ADU)	4	Hourly Staff Rate If Min. Exceeded	\$704
Code Interpretation Request	20		\$3,520
Conditional Use Permit (CUP)	105		\$18,480
Hearing Examiner Services	N/A	Plus Actual Additional Cost	\$3,520
Noise Exception Type I - IV	10	Hourly Staff Rate If Min. Exceeded	\$1,760
Other Permit / Services Not Listed	1		\$176
Public Notice Sign Fee (per sign)	N/A	N/A	\$65
Transportation Concurrency	1	Hourly Staff Rate If Min. Exceeded	\$176



<b>FEE NAME</b>	<b>Minimum Hours</b>	<b>Additional Fees</b>	<b>2025</b>
<b>Shoreline Management</b>			
Shoreline Exemption	6	Hourly Staff Rate If Min. Exceeded	\$1,056
Shoreline Substantial Development Permit	60		\$10,560
Shoreline Variance	80		\$14,080
Shoreline Conditional Use Permit	80		\$14,080
Shoreline Permit Revision	6		\$1,056
<b>Subdivision</b>			
Long Plat- Preliminary	200	Hourly Staff Rate If Min. Exceeded	\$35,200
Long Plat - Final	80		\$14,080
Long Plat - Alteration	200		\$35,200
<b>Subdivision (continued)</b>			
Lot Line Revision	8	Hourly Staff Rate If Min. Exceeded	\$1,408
Short Plat - Preliminary	100		\$17,600
Short Plat - Alteration	10		\$1,760
Short Plat - Final Plat	40		\$7,040
<b>Wireless Communication Facilities</b>			
New Wireless Communication Facility	50	Hourly Staff Rate If Min. Exceeded	\$8,800
New Wireless Communication Facility - 6409 Exempt	8		\$1,408
New Small Cell Deployment	2		\$352
Height Variance	65		\$11,440
<b>Fire Review Fees Associated with Land Use Applications</b>			
Fire Review of Land Use Applications	1.25	Hourly Staff Rate If Min. Exceeded	\$220
<b>C. AFFORDABLE HOUSING</b>			
Annual Fee for Monitoring Affordable Housing Units (per unit)			\$55

<b>D. IMPACT FEES</b>		
<b>Type</b>	<b>Basis of Fee</b>	<b>Fee</b>
<b>School Impact Fees</b>		
Single Family and middle housing (1-2 dwellings), per dwelling unit	School impact fees reduced to zero by MISD 8/2020	\$0
Multi Family and middle housing (3 or more dwellings), per dwelling unit		\$0
Accessory Dwelling Unit, per dwelling unit		\$0
<b>Transportation Impact Fees</b>		
Single Family and middle housing (1-2 dwellings), per dwelling unit	2022 Transportation Impact Fee Rate Study (Fehr and Peers)	\$4,388.23
Multi Family and middle housing (3 or more dwellings), per dwelling unit		\$1,961.12
Accessory dwelling unit, per dwelling unit		\$1,961.12
Senior Housing, per dwelling unit		\$1,307.06
Care Facility, per dwelling		\$980.56
Lodging, per guest room		\$2,754.66
Commercial Services, per square foot of gross floor area		\$8.22
Auto Service Center, per square foot of gross floor area		\$9.62
Bank, per square foot of gross floor area		\$63.75
School, per student		\$654.06
Daycare, per square foot of gross floor area		\$5.19
Institutional, per square foot of gross floor area		\$3.17
Light Industry/Industrial Park per square foot of gross floor area		\$2.34
Warehousing/Storage, per square foot of gross floor area		\$0.85
Restaurant, per square foot of gross floor area*		\$20.39
Quick Restaurant/Coffee Shop, per square foot of gross floor area*		\$73.17
General Retail, per square foot of gross floor area*		\$25.30
Supermarket, per square foot of gross floor area*		\$31.75
Gas Station, per pump		\$37,835.11
Administrative Office, per square foot of gross floor area		\$6.72
Medical/ Dental Office, per square foot of gross floor area	\$18.34	
Recreation, per square foot of gross floor area	\$0.21	
*These retail and restaurant uses are exempt from paying impact fees; City pays Transportation Impact Fee Fund.		
<b>Park Impact Fees</b>		
Single Family and middle housing (1-2 dwellings), per dwelling unit	2022 Parks Impact Fee Rate Study (BERK)	\$6,416.97
Multi Family and middle housing (3 or more dwellings), per dwelling unit		\$3,996.21
Accessory Dwelling Unit, per dwelling unit		\$3,208.48

<b>E. BUILDING PERMIT FEES</b>		
<b>Construction Permit Fee Calculation Table</b>		
<ul style="list-style-type: none"> <li>The Building Permit Fee is based on the Project Valuation as set forth in the table below. Final fee calculations rounded to the nearest cent.</li> <li>The Plan Check Fee is 70% of the Building Permit Fee. Additional fee will be charged at the hourly rate if more than 3 rounds of plan review are required.</li> <li>The "Combination Permit" Fee for Mechanical, Electrical and Plumbing Inspection is 31% of the Building Permit Fee. If separate permits - 10% Mechanical, 11% Electrical, 10% Plumbing</li> <li>Consistent with the authority set forth in titles 17 and 19 of the Mercer Island City Code for the establishment and collection of development and construction fees, Appendix A to this Fee Schedule amends the Building Valuation Data Table otherwise established by Resolution No. 1615.</li> </ul>		
<b>Project Valuation</b>	<b>Building Permit Fee Calculation</b>	<b>Building Permit Fee Range</b>
\$1 - \$500.99	\$39.16	\$39.16
\$501 - \$2000.99	\$40.79 for the first \$500.99 plus \$44.79 for each additional \$100	\$40.79 – \$112.64
\$2,001 - \$25,000.99	\$116.16 for the first \$2,000 plus \$22.72 for each additional \$1,000	\$116.16 - \$638.74
\$25,001 - \$50,000.99	\$656.84 for the first \$25,000 plus \$16.49 for each additional \$1,000	\$656.84 – \$1069.11
\$50,001 - \$100,000.99	\$1066.64 for the first \$50,000 plus \$11.41 for each additional \$1,000	\$1066.64 - \$1637.15
\$100,001 - \$500,000.99	\$1666.43 for the first \$100,000 plus \$9.15 for each additional \$1,000	\$1666.43 – \$5326.42
\$500,001 - \$1,000,000.99	\$5422.38 for the first \$500,000 plus \$7.63 for each additional \$1,000	\$5422.38- \$9237.38
\$1,000,001 - \$999,999,999.99	\$9405.36 for the first \$1,000,000 plus \$5.96 for each additional \$1,000	\$9405.36 - \$5,963,445.36
This chart is used only to calculate the Building Permit, Plan Check, and Combination Permit portions of the overall fees required to issue a permit. Additional plan review and permit fees may apply.		

<b>Additional Review Fees</b>	<b>Minimum Hours</b>	<b>Additional Fees</b>	<b>2025</b>
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<b>F. ADDITIONAL BUILDING PERMIT FEES</b>			
<b>Arborist</b>			
Arborist review of Construction Permit	N/A	N/A	\$417
<b>Building</b>			
Building Plan Revisions	2	Hourly Staff Rate If Min. Exceeded	\$352
Plan Review (not otherwise specified, hourly)	1		\$176
Inspections (not otherwise specified, hourly)	1		\$176
Inspections Outside Normal Business Hours	2		\$528
Re-Inspection (Assessed Under Provisions of Section 305.8)	1		\$176
Partial Inspections	N/A	N/A	\$89

<b>Additional Review Fees</b>	<b>Minimum Hours</b>	<b>Additional Fees</b>	<b>2025</b>
<b>Energy Compliance</b>			
State Energy Compliance - Residential New	N/A	N/A	\$506
State Energy Compliance - Residential Alteration			\$255
State Energy Compliance - Non-Residential New			\$1,880
State Energy Compliance - Non-Residential Alteration			\$255
<b>Engineering</b>			
Engineering Review of Construction permit (hourly)	1	Hourly Staff Rate If Min. Exceeded	\$176
<b>Fire Protection Review - Building Permits</b>			
Residential Remodels & Substantial Alt Review	N/A	N/A	\$176
New Single Family Review < 10,000 SF			\$176
New Single Family Review > 10,000 SF			\$854
Non Single Family Review < 3,000 SF			\$176
Non Single Family Review < 5,000 SF			\$341
Non Single Family Review 5,000 - 50,000 SF			\$3,417
Non Single Family Review 50,000 SF +			\$6,833
Non Single Family Tenant Improvement			\$176
Additional Fire Protection Plan Review (hourly)	1	Hourly Staff Rate If Min. Exceeded	\$176
Fire Code Alternate	N/A	N/A	\$681
WUI Fire Review and Inspection (hourly)	.5	Hourly Staff Rate If Min. Exceeded	\$88
<b>Geotechnical</b>			
Single Family	N/A	Plus Actual Cost of Peer Review	\$675
Multi-Family / Commercial	N/A	Plus Actual Cost of Peer Review	\$1,348
<b>Intake Screening</b>			
Intake Screening	N/A	N/A	\$883
<b>Impact Fee Administration</b>			
Impact Fee Deferral Review (School, Park, Transportation)	N/A	N/A	\$85
<b>Re-roofing Single Family Residential</b>			
Re-Roofing of Single Family Residences (except with same roofing system or masonry tile**)	N/A	N/A	\$209

<b>Additional Review Fees</b>	<b>Minimum Hours</b>	<b>Additional Fees</b>	<b>2025</b>
<b>Special Foundations / Shoring</b>			
Single Family	N/A	N/A	\$1,011
Multi-family/Commercial			\$1,517
<b>Stop Work Fee</b>			
Stop Work Fee	Double the applicable permit fee		Varies
<b>Temporary Certificate of Occupancy</b>			
Single Family	N/A	N/A	\$675
Multi-family/Commercial			\$6,063
Additional Review / Inspections (hourly rate)	1	Hourly Staff Rate If Min. Exceeded	\$176
<b>Wildland Urban Interface</b>			
WUI CPD Review and Inspection (hourly)	1.5	Hourly Staff Rate If Min. Exceeded	\$264
<b>G. DEMOLITION PERMITS</b>			
<b>Demolition</b>			
Demolition - Single Family	N/A	N/A	\$420
Demolition - Non Single Family			\$734
Demolition - Soft/ Partial			\$209
Plan Review and Inspections (not otherwise specified)	1	Hourly Staff Rate If Min. Exceeded	\$176
<b>H. ENGINEERING</b>			
<b>Engineering Review and Inspection</b>			
Engineering Review	1	Hourly Staff Rate If Min. Exceeded	\$176
Storm Drainage Review and Inspection (hourly rate)	2		\$352
Plat Improvement/Site Development Permit Review and Inspection (hourly rate)	10		\$1,761
Street Vacation Review (hourly rate)	10	Hourly Staff Rate If Min. Exceeded	\$1,761
Easement Extinguishment Review (hourly rate)	5		\$880

<b>Additional Review Fees</b>	<b>Minimum Hours</b>	<b>Additional Fees</b>	<b>2025</b>
<b>Side Sewer</b>			
Side Sewer Revision/Modification/Repair	N/A	N/A	\$334
Side Sewer Disconnect			\$334
Side Sewer Connection			\$334
Side Sewer Stub Out to Property Line Only			\$334
Additional Review / Inspections (hourly rate)	1	Hourly Staff Rate If Min. Exceeded	\$176
<b>Water Service</b>			
Water Service Order (Permit Processing Fee Only). Water Connection charges and Water Service Installation charges are not included.	N/A	N/A	\$1,537
Water Meter Setter / Service Line Only			\$1,537
Water Service Abandonment			\$513
Additional Review / Inspections (hourly rate)	1	Hourly Staff Rate If Min. Exceeded	\$176
<b>I. FIRE PERMITS</b>			
<b>Mobile Food Truck and Outdoor Cooking</b>			
Annual Permit Fee w/ Regional Inspection	N/A	N/A	\$55
Annual Permit w/o Current Regional Inspection (Inspection to be Completed)			\$144
<b>Operational Permits</b>			
Operational Permits (hourly rate)	1	Hourly Staff Rate If Min. Exceeded	\$176
<b>Fire Protection Permits</b>			
Access Gate (combo permit - includes low voltage electrical inspection fee)	N/A	N/A	\$382.50
Commercial Solar Photovoltaic Power Systems 105.7.13			\$551.50
Emergency Responder Radio Coverage 105.7.5			\$738
Fire Alarm Commercial: NFPA 72 Low Voltage System (combo permit - includes one hour of electrical inspection)			\$1,882
Fire Alarm Communicator - AES Radio Transmitter (combo permit - includes low voltage electrical inspection fee)	N/A	N/A	\$386
Fire Alarm Residential: NFPA 72 Low Voltage System (combo permit -includes low voltage electrical inspection fee)			\$562
Fire Alarm Tenant Improvement: Low Voltage Fire Alarm System (combo permit - includes low voltage electrical inspection fee)			\$1,002

Additional Review Fees	Minimum Hours	Additional Fees	2025
<b>Fire Protection Permits</b> (continued)			
Fire Alarm Tenant Improvement Residential or Commercial, less than 5 devices: Low Voltage Fire Alarm System (combo permit - includes low voltage electrical inspection fee)	N/A	N/A	\$474
Fire Code Alternate			\$704
Fire Hydrant			\$778
Fire Pump (combo permit - includes low voltage electrical inspection fee)			\$1,072.50
Fire Sprinkler Commercial: NFPA 13 - Per Riser			\$1,969
Fire Sprinkler System 13D Tank and Pump			\$1,090
Fire Sprinkler Residential (includes backflow inspection fee)			\$1,001.
Fire Sprinkler TI OTC- Under 25 Heads			\$440
Fire Sprinkler TI - Commercial and Residential Over 25 heads			\$792
Fuel Cell Power Systems 105.7.10			Hourly Rate
Fuel Tanks - UST Residential Fuel Oil Removal			\$209
Hazardous Materials 105.7.9			\$426
Industrial Ovens 105.7.10			\$467
Kitchen Hood - Extinguishing System (combo permit - includes low voltage electrical inspection fee)			\$650
LP Gas Construction Permit			\$429.50
Smoke Control Systems 105.7.14			\$778
Special Fire Extinguishing System (combo permit - includes low voltage electrical inspection fee)			\$1,002
Standpipe Commercial			\$1,848
Underground Fire Main - NFPA 24 Sprinkler Supply Line			\$1,672
Wood/Pellet Stove			Hourly Rate
Fire Protection Plan Review and Inspection	1	Hourly Staff Rate If Min. Exceeded	\$176
<b>J. GRADING PERMITS</b>			
<b>Grading and Land Clearing Permits</b>			
Land Clearing	N/A	N/A	\$209
Grading: 50-100 cubic yards			\$279
Grading: 101-1,000 cubic yards			\$396
Grading: 1,001-5,000 cubic yards			\$518
Grading: 5,001-10,000 cubic yards			\$684
Grading: 10,000+ cubic yards			\$844
Additional Review / Inspections	1	Hourly Staff Rate If Min. Exceeded	\$176

<b>Additional Review Fees</b>	<b>Minimum Hours</b>	<b>Additional Fees</b>	<b>2025</b>
<b>K. RIGHT OF WAY USE PERMITS</b>			
<b>Right of Way Use Permits</b>			
Right of Way Encroachment Agreement (requires separate ROW Use Permit and Inspection)	N/A	N/A	\$752
Miscellaneous ROW Use			\$251
Type A - Underground Improvements in Unpaved Area			\$334
Type B - Surface Improvements			\$501
Type C - Underground Improvements in Paved Area			\$752
Plan Review and Inspections (not otherwise specified, hourly)	1	Hourly Staff Rate If Min. Exceeded	\$176
<b>L. TREE PERMITS</b>			
Single Family Tree Removal: 1 - 3 trees	N/A	Plus Cost of Geotechnical Review if Required	\$209
Single Family Tree Removal: 4 - 10 trees			\$524
Single Family Tree Removal: More than 10 trees			\$1,463
Non Single Family Tree Removal			\$1,463
Non-Development Tree Removal outside a Critical Area			\$171
Non-Development Tree Removal within a Critical Area 1 - 3 Trees			\$513
Non-Development Tree Removal within a Critical Area 4 - 10 Trees			\$684
Non-Development Tree Removal within a Critical Area More than 10 Trees			\$684
Right of Way Tree Pruning			\$256
Tree Protection Only			\$209
Fee in Lieu of Planting Replacement Trees (per tree)			\$1,081
Additional Review / Inspections			1
<b>M. ELECTRICAL, MECHANICAL, AND PLUMBING PERMITS</b>			
Combination permits are issued for electrical, mechanical, or plumbing work associated with a building permit unless the work is deemed minor in nature. (See "Combination Permit Fee" on the Construction Permit Fee Calculation Table). Unit fees listed below apply when there is no associated building permit. The following minimum fees will apply, unless the issuance, plan review and unit fees exceed the minimum fee. When the minimum fee is exceeded, the permit will be charged based on the sum of the applicable issuance, plan review and unit fees.			
<b>Minimum Permit Fees</b>			
Minimum Permit Fee	N/A	N/A	\$209



<b>Additional Review Fees</b>	<b>Minimum Hours</b>	<b>Additional Fees</b>	<b>2025</b>
<b>Minimum Permit Fee Exceptions</b>			
Temporary Power Service	N/A	N/A	\$117
Water Heater Exchange (no new gas piping)			\$117
Water Supply Piping			\$117
Repair of existing plumbing, water service, gas piping			\$117
Forced Air Exchange - same type			\$117
Decommission Backflow Device			\$117
<b>Inspection Fees</b>			
Inspections (not otherwise specified, hourly)	1	Hourly Staff Rate If Min. Exceeded	\$176
Inspections Outside Normal Business Hours	2		\$513
Re-Inspection (Assessed Under Provisions of Section 305.8)	1		\$176
Partial Inspections	N/A	N/A	\$89
<b>Electrical Permit Fees</b>			
Minimum Permit Fee	N/A	N/A	\$209
Permit Issuance Fee			\$45
Supplemental Permit Issuance Fee			\$32
Electrical Plan Review (hourly)			\$176
<b>Electrical Unit Fees - As Listed Below</b>			
<b>Busways</b>			
For trolley and plug-in type busways	N/A	N/A	\$14
<b>Carnivals and Circuses</b>			
For electrical generators and electrically driven motors	N/A	N/A	\$44
For mechanical driven rides and walk-through attractions			\$14
For a system of area and booth lighting			\$14
<b>Lighting Fixtures</b>			
First 20 fixtures, each	N/A	N/A	\$2
Additional fixtures, each			\$1
For pole or platform-mounted lighting fixtures			\$2
For theatrical-type lighting fixtures			\$2
<b>Miscellaneous Apparatus, Conduits and Conductors</b>			
For electrical apparatus, conduits, and conductors for which a permit is required but for which no fee is herein set forth	N/A	N/A	\$34
<b>Non-Residential Appliances</b>			
For non-residential appliances and self-contained factory-wired non-residential appliances	N/A	N/A	\$9

<b>Additional Review Fees</b>	<b>Minimum Hours</b>	<b>Additional Fees</b>	<b>2025</b>
<b>Power Apparatus</b>			
Up to and including 1	N/A	N/A	\$9
Over 1 and not over 10, each			\$23
Over 10 and not over 50, each			\$45
Over 50 and not over 100, each			\$93
Over 100....			\$140
<b>Private Swimming Pools</b>			
New private, in-ground swimming pools	N/A	N/A	\$93
<b>Receptacle, Switch and Light Outlets</b>			
First 20 fixtures, each	N/A	N/A	\$2
Additional fixtures, each			\$1
<b>Residential Appliances</b>			
For fixed residential appliances	N/A	N/A	\$9
<b>Services</b>			
For services of 600 volts and not over 200 amperes	N/A	N/A	\$58
For services of 600 volts and over 200 amperes to 1,000 amperes			\$117
For services over 600 volts or over 1,000 amperes in rating			\$234
Upgrade Panel 50 400 amp or less (per panel)			\$210
Low Voltage Electric (per type) includes 2 inspections, hourly inspection rate applies thereafter			\$34
<b>Signs, Outline Lighting and Marquees</b>			
Supplied from one branch circuit	N/A	N/A	\$45
For additional branch circuits, each			\$9
<b>Temporary Power Service</b>			
Temporary Power Service	N/A	N/A	\$43
<b>Mechanical Permit Fees</b>			
Minimum Permit Fee	N/A	N/A	\$209
Permit Issuance Fee			\$45
Supplemental Permit Issuance Fee			\$32
Mechanical Plan Review	1	Hourly Staff Rate If Min. Exceeded	\$176
<b>Mechanical Unit Fees - As Listed Below</b>			
<b>Air Handlers</b>			
For each air-handling unit to and including 10,000 cubic feet per minute (cfm), including ducts attached thereto	N/A	N/A	\$20
For each air-handling unit over 10,000 cfm			\$34

<b>Additional Review Fees</b>	<b>Minimum Hours</b>	<b>Additional Fees</b>	<b>2025</b>
<b>Appliance Vents</b>			
For installation, relocation or replacement of each appliance vent installed and not included in appliance permit	N/A	N/A	\$13
<b>Boilers, Compressors and Absorption Systems</b>			
For the installation or relocation of each boiler or compressor to and including 3 horsepower, or each absorption system to and including 100,000 Btu/h	N/A	N/A	\$28
For the installation or relocation of each boiler or compressor over 3 horsepower to and including 15 horsepower, or each absorption system over 100,000 Btu/h to and including 500,000 Btu/h			\$51
For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower, or each absorption system to over 500,000 Btu/h to and including 1,000,000 Btu/h			\$71
For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or each absorption system to over 1,000,000 Btu/h to and including 1,750,000 Btu/h			\$104
For the installation or relocation of each boiler or compressor over 15 horsepower to and including 50 horsepower, or each absorption system to over 1,750,000.			\$174
<b>Evaporation Coolers</b>			
For each evaporative cooler other than portable type	N/A	N/A	\$20
<b>Furnaces</b>			
For installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 Btu/h	N/A	N/A	\$28
For installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h			\$34
For installation or location of each floor furnace, including vent			\$28
For installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater			\$28

<b>Additional Review Fees</b>	<b>Minimum Hours</b>	<b>Additional Fees</b>	<b>2025</b>
<b>Miscellaneous</b>			
For each appliance or piece of equipment regulated by the International Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table	N/A	N/A	\$20
Exchange of Existing HVAC System for Single Family Residences (includes thermostat)			\$117
<b>Repairs or Additions</b>			
For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system.	N/A	N/A	\$23
<b>Ventilation and Exhaust</b>			
For each ventilation fan connected to a single duct			\$45
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	N/A	N/A	\$45
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood			\$45
<b>Plumbing Permits</b>			
Minimum Permit Fee			\$209
For issuing each permit	N/A	N/A	\$45
For issuing each supplemental permit			\$32
Plumbing Plan Review (hourly)			\$176
<b>Plumbing Unit Fees - as Listed Below</b>			
<b>Fixtures &amp; Vents</b>			
Each plumbing fixture or trap or set of fixtures			\$19
For repair or alteration of drainage or vent piping, each fixture	N/A	N/A	\$9
<b>Gas Piping</b>			
For each gas piping system			\$12
For each additional outlet over five	N/A	N/A	\$2
<b>Lawn Sprinklers, Vacuum Breakers &amp; Backflow</b>			
Backflow Prevention Inspection (Fire and Irrigation)			\$209
For each lawn sprinkler system			\$28
For atmospheric-type vacuum breakers or backflow protection devices 1 - 5			\$23
Over 5 devices	N/A	N/A	\$4
For each backflow protection device other than atmospheric type vacuum breakers, 2 inches and smaller			\$23
Over 2 inches			\$44

<b>Additional Review Fees</b>	<b>Minimum Hours</b>	<b>Additional Fees</b>	<b>2025</b>
<b>Miscellaneous</b>			
For each appliance or piece of equipment not regulated by the Uniform Plumbing Code not listed in this table	N/A	N/A	\$19
<b>Sewers, Disposal Systems, Interceptors</b>			
For each building sewer	N/A	N/A	\$43
For each cesspool			\$71
For each private sewage disposal system			\$140
For each industrial waste pretreatment interceptor			\$38
Rainwater systems - per drain			\$19
<b>Swimming Pools</b>			
Public pool, each	N/A	N/A	\$172
Public spa, each			\$114
Private pool, each			\$114
Private spa, each			\$57
<b>Water Piping and Water Heaters</b>			
For installation, alteration or repair of water piping or water treating equipment	N/A	N/A	\$9
For each water heater			\$23

## 9. TAXES

### A. BUSINESS & OCCUPATION (B&O) TAX

([MICC Chapter 4.10](#))

Returns are due annually each April 15 following the tax year. Per RCW 35.21.710 the rate is not to exceed two-tenths of one percent (.2%) on the gross income of persons doing business within the city. **The current City rate is one-tenth of one percent (.1%); on gross revenue generated on Mercer Island exceeding \$150,000.00 (the gross revenue threshold is \$37,500.00 for quarterly filers); a minimum payment of \$20.00 is required if the net taxable revenue is greater than zero.**

### B. UTILITY TAXES

([MICC Chapter 4.12](#))

Utility taxes are levied on the gross operating revenues earned by private utilities from operations within the City of Mercer Island boundaries or on the City's own utilities (water, sewer, and stormwater). Private utilities that the City taxes include electric, natural gas, solid waste, telephone, and cable television.

State law limits the rate of utility tax on telephone, cellular telephone, pager services, and natural gas to 6% unless voters approve a higher rate. Cable TV must not be taxed at a rate substantially different than other utilities. There are no restrictions on the tax rate for water, sewer, stormwater, or solid waste. Utility taxes are levied on the gross operating revenues of the utility provider.

Utility Tax Rate on Gross Revenue (Effective January 1, 2020)	
Cable	7%
Telephone	6%
Cellular Phone	6%
Natural Gas	6%
Electric	6%
Solid Waste	7%
Stormwater	5.3%
Water	5.3%
Sewer	5.3%

## 10. UTILITY RATES

### A. WATER USAGE AND FIRE SERVICE

(Resolution No. 1668, Effective January 1, 2025)

#### 1. CLASSIFICATIONS OF WATER USERS

The following classifications of users are hereby adopted by the City for the City water system effective January 1, 2025, and thereafter.

- a. Single Family. "Single Family" shall mean a residential structure or dwelling as defined in the City of Mercer Island Zoning Code, capable of being conveyed by separate title, served by a single domestic water meter. Provided, that where prior to December 1, 1980, more than one single family dwelling was served through a single common water meter, such service shall be allowed to continue under the "Single Family" classification until such time as the property or properties are subdivided into separate parcels, or when a higher demand for water service, as determined by the City, is required by a change in use or zoning.
- b. Low Income. "Low Income" shall mean a person who shows satisfactory proof that he or she is living in a single family residence and has a maximum annual income of not more than seventy percent (70%) of the Washington State median income as applicable for the number of individuals in the household as computed annually by the State or City. Applicants shall provide such data as to verify eligibility, upon forms provided by and in the manner determined by the City of Mercer Island.
- c. Multi-Family. "Multi-Family" shall mean a residential structure or facility designed and/or used to house two or more families living independently of each other, including but not limited to, duplexes, triplexes, apartment buildings and condominiums, but shall not include hotels and motels.
- d. Commercial. "Commercial" shall mean a structure or facility designed and/or used to conduct business and commerce, including but not limited to, motels, hotels, professional, private schools, industrial, churches and all other commercial/business users.
- e. Public. "Public" shall mean structures and facilities used by governmental entities including the state, county, City of Mercer Island, and other municipal corporations of the state and public schools of the Mercer Island School District.
- f. Irrigation. "Irrigation" shall mean all meters used for the purpose of watering shrubbery, lawns, flower beds, gardens, ornamentals and the like.

**2. WATER SERVICE RATES AND CHARGES**

The bi-monthly rates for metered water supplied by the City of Mercer Island for each one hundred (100) cubic feet of water consumed are set forth below:

<b>Residential Bimonthly Water Rates</b>					
	<b>Fixed Charge</b>	<b>Volume Charge</b>			
<b>Class</b>	Per Meter Equivalent*	Block 1 (0–10 ccf)	Block 2 (11–20 ccf)	Block 3 (21–30 ccf)	Block 4 (31+ ccf)
Single Family Residential	\$51.44	\$6.11	\$10.34	\$12.41	\$16.69
Low-Income Residential	\$51.44	\$1.53	\$2.58	\$3.09	\$4.16
Conservation Surcharge**				\$0.10	\$0.30
	<b>Fixed Charge</b>	<b>Volume Charge</b>			
<b>Class</b>	Per Meter Equivalent*	All Use (0–99+ ccf)			
Multi-Family Residential	\$51.44	\$9.06			

\* Meter Equivalents are summarized in a following table. The total meter equivalent charge is based on the meter size and is calculated by multiplying the meter equivalents by the per meter equivalent rate.

\*\* A surcharge of \$0.10 per ccf for single family residential bimonthly usage between and including 21 and 30 ccf, and \$0.30 per ccf for bimonthly usage in excess of 30 ccf, shall be included in the rates as an incentive to conserve and may be used to fund conservation education. This surcharge shall apply on consumption of water from June 1 through September 30.

<b>Non-Residential Bimonthly Water Rates</b>			
	<b>Fixed Charge</b>	<b>Volume Charge</b>	
<b>Class</b>	Per Meter Equivalent*	Winter** (All Usage)	Summer** (All Usage)
Commercial/Public	\$51.44	\$5.63	\$13.98
Irrigation	\$51.44	\$8.41	\$17.68

\* Meter Equivalents are summarized in a following table. The total meter equivalent charge is based on the meter size and is calculated by multiplying the meter equivalents by the per meter equivalent rate.

\*\* Seasons: Summer is June 1 through September 30; October 1 through May 31 is winter.

<b>Table of Meter Equivalents and Fixed Charges</b>		
<b>Meter Size</b>	<b>Meter Equivalent</b>	<b>Fixed Charge</b>
3/4 inch or Smaller	1.0	\$51.44
1 inch	2.5	\$128.60
1 - 1/2 inch	5.0	\$257.20
2 inch	8.0	\$411.52
3 inch	16.0	\$823.04
4 inch	25.0	\$1,286.00
6 inch	50.0	\$2,572.00



**3. FIRE SERVICE RATES**

There is hereby established a schedule of rates for fire service which are the minimum monthly service charges for fire protection purposes exclusively for any two months, or fractional part thereof, as follows:

Service Connection	Rate
2 inch	\$48.29
3 inch	\$48.29
4 inch	\$60.97
5 inch	\$60.97
8 inch	\$86.44

**4. RATES FOR UNAUTHORIZED USE**

Water taken through unauthorized connections to the City water system shall be charged at double the rates set forth above based on the applicable "Classification of User" from the date of the commencement of such unauthorized use.

**5. SPECIAL SERVICE CHARGES**

There is hereby established a schedule of service charges to recover operating costs incurred in establishing new accounts, changes in occupancy, special service requests by customers, delinquent account collections and processing of NSF checks as follows:

Service Charge	Fee
New water set-up fee (meter reading)	\$40.00
Water shut-off, requested by user, during normal working hours	\$30.00
Water shut-off, requested by user, after hours	\$170.00
Non-payment door hanger notification (each occurrence)	\$25.00
Non-payment water turn on/turn off, normal working hours	\$80.00
Non-payment water turn on/turn off, after hours	\$195.00
Locked water meter due to theft	\$250.00
Non-sufficient funds (check handling fee)	\$40.00

**6. METER INSTALLATION CHARGES**

There is hereby established a schedule of meter installation charges for connection of new meters to the City water system, and for changes to water service where the previous type of use has been changed or increased as follows: For meters of all sizes, the charge will be based on the actual cost of installation. A deposit is required, based on the estimated cost, and is collected at the time of permitting the work.

**7. CONNECTION CHARGES**

There is hereby established a schedule of connection charges for the installation of water service to property not previously served or for the installation of water service for an additional type of use and/or increase in meter size as follows:

<b>Meter Size</b>	<b>Connection Charge</b>
3/4 inch or smaller	\$3,236
1 inch	\$8,090
1 – 1/2 inch	\$16,180
2 inch	\$25,888
3 inch	\$51,776
4 inch	\$80,900
6 inch	\$161,800

Connection charges are studied periodically and adjusted for inflation in years between studies. The inflation factor applied is CPI-W First Half for Seattle-Tacoma-Bellevue.

For meter upsizes, the difference in the connection charge between the new meter size and the old meter size will be charged.

The provisions of this section shall not be construed to apply to additional water service for fire protection purposes.

**B. SEWER SERVICES**

(Resolution No. 1668, Effective January 1, 2025)

**1. CLASSIFICATIONS OF SEWER USERS**

The following classifications of users are hereby adopted by the City for the City sewer system effective January 1, 2025, and thereafter.

- a. Single Family. "Single Family" shall mean a residential structure or dwelling as defined in the City of Mercer Island Zoning Code, capable of being conveyed by separate title, served by a single domestic water meter.
- b. Low Income. "Low Income" shall mean a person who shows satisfactory proof that he or she is living in a single-family residence and has a maximum annual income of not more than seventy percent (70%) of the Washington State median income as applicable for the number of individuals in the household as computed annually by the State or City. Applicants shall provide such data as to verify eligibility, upon forms provided by and in the manner determined by the City of Mercer Island.
- c. Multi-Family. "Multi-Family" shall mean a residential structure or facility designed and/or used to house two or more families living independently of each other, including but not limited to, duplexes, triplexes, apartment buildings and condominiums, but shall not include hotels and motels.
- d. Commercial. "Commercial" shall mean a structure or facility designed and/or used to conduct business and commerce, including but not limited to, motels, hotels, professional, private schools, industrial, churches and all other commercial/business users.
- e. Public. "Public" shall mean structures and facilities used by governmental entities including the state, county, City of Mercer Island, and other municipal corporations of the state and public schools of the Mercer Island School District.

**2. SEWERAGE DISPOSAL SERVICES RATES**

The bi-monthly rates and charges for sewerage disposal services are set forth below:

<b>Single Family Bimonthly Sewer Rates</b>				
<b>Class</b>	<b>King County Fixed Charge</b>	<b>City Sewer Line Maintenance</b>		
	King County Sewage Treatment	<b>Fixed Charges</b>		<b>Volume Charge</b>
		Billing Cost	Base Charge (for first 600 cf of AVERAGE Winter Water Use)	Per 100 cf of AVERAGE Winter Water Use beyond first 600 cf
Single Family Residential	\$116.56	\$11.67	\$59.82	\$9.97
Low-Income Residential	\$116.56	\$11.67	\$14.98	\$2.49

Average winter water usage is based on the most current 4 months of winter water usage data available in the billing system. Calculation of the winter water average is based on usage as shown on the January and March bills or February and April bills depending on the billing/reading cycle. Calculation of sewer charges using the winter average is in effect for the following 12 months, until the next winter’s water consumption data is available.

In the case of single family property, where there is no method of accurately calculating the average winter water usage because no water was used during the winter months, or any part thereof, or because the property is not connected to the sanitary sewer system, or for any other reason approved by the Deputy Finance Director or the Finance Director, the sewer volume charge herein will be the Island-wide bi-monthly average winter water use.

Newly constructed single family properties shall be charged a sewer volume charge based on the per unit Island-wide average water usage for single family properties. Newly constructed multi-family and commercial properties shall be charged a sewer volume charge based on their actual water usage.

The King County rate for multi-family and commercial is derived by dividing King County’s monthly rate (\$58.28) by King County’s residential customer equivalency usage value of 750 cubic feet. The bi-monthly rates and charges for multi-family and commercial sewerage disposal services are set forth below:

<b>Multi-Family and Commercial Bimonthly Sewer Rates</b>			
	<b>King County</b>	<b>City Sewer Line Maintenance</b>	
<b>Class</b>	Sewage Treatment (Per 100 cf of ACTUAL Water Use)	Billing Cost	Volume Charge Per 100 cf of ACTUAL Water Use
Multi-Family Residential	\$7.77	\$11.67	\$9.97
Commercial / Public	\$7.77	\$11.67	\$9.97

**3. SEWER CONNECTION CHARGES**

Connection charges are studied periodically and adjusted for inflation in years between studies. The inflation factor applied is CPI-W First Half for Seattle-Tacoma-Bellevue.

All connection charges shall be due and payable at the time the connection service is requested and shall be delinquent if unpaid at the time the connection service is actually made. In the event of delinquency, the connection charges shall be double the amount set forth above.

<b>Connection Charges</b>	
All Classifications of Users	\$2,837 per King County residential customer equivalent (RCE)

**C. STORM AND SURFACE WATER SERVICES**

(Resolution No. 1668, Effective January 1, 2025)

**1. CLASSIFICATIONS OF STORM AND SURFACE WATER USERS**

The following classifications of users are hereby adopted by the City for the City storm and surface water system effective January 1, 2025, and thereafter.

- a. Single Family. "Single Family" shall mean a residential structure or dwelling as defined in the City of Mercer Island Zoning Code, capable of being conveyed by separate title, served by a single domestic water meter.
- b. Low Income. "Low Income" shall mean a person who shows satisfactory proof that he or she is living in a single-family residence and has a maximum annual income of not more than seventy percent (70%) of the Washington State median income as applicable for the number of individuals in the household as computed annually by the State or City. Applicants shall provide such data as to verify eligibility, upon forms provided by and in the manner determined by the City of Mercer Island.
- c. Multi-Family. "Multi-Family" shall mean a residential structure or facility designed and/or used to house two or more families living independently of each other, including but not limited to, duplexes, triplexes, apartment buildings and condominiums, but shall not include hotels and motels.
- d. Commercial. "Commercial" shall mean a structure or facility designed and/or used to conduct business and commerce, including but not limited to, motels, hotels, professional, private schools, industrial, churches and all other commercial/business users.
- e. Public. "Public" shall mean structures and facilities used by governmental entities including the state, county, City of Mercer Island, and other municipal corporations of the state and public schools of the Mercer Island School District.

**2. STORM AND SURFACE WATER SERVICES RATES**

The bi-monthly rates (per equivalent service unit) for storm and surface water services are set forth below:

<b>Bi-monthly Storm and Surface Water Rates</b>	
<b>Classification of User</b>	<b>Rate</b>
Single Family Residential	\$50.14
Low Income Residential	\$12.54
Multi-Family Residential*	\$50.14
Commercial/Public*	\$50.14

\* For Multi-Family Residential, Commercial or Public property in the City, the number of equivalent service units is determined by dividing the total square feet of impervious surface for each account (which includes roof tops, pavement, and trafficked gravel) by the average square footage of impervious surface for single family residential accounts (3,471 square feet is the average).

**D. EMERGENCY MEDICAL AND AMBULANCE SERVICES (EMS)**

(Resolution No. 1668, Effective January 1, 2025)

**1. CLASSIFICATIONS OF EMERGENCY MEDICAL AND AMBULANCE SERVICES USERS**

The following classifications of users are hereby adopted by the City for emergency medical and ambulance services effective January 1, 2025, and thereafter.

- a. Single Family. "Single Family" shall mean a residential structure or dwelling as defined in the City of Mercer Island Zoning Code, capable of being conveyed by separate title, served by a single domestic water meter.
- b. Low Income. "Low Income" shall mean a person who shows satisfactory proof that he or she is living in a single-family residence and has a maximum annual income of not more than seventy percent (70%) of the Washington State median income as applicable for the number of individuals in the household as computed annually by the State or City. Applicants shall provide such data as to verify eligibility, upon forms provided by and in the manner determined by the City of Mercer Island.
- c. Multi-Family. "Multi-Family" shall mean a residential structure or facility designed and/or used to house two or more families living independently of each other, including but not limited to, duplexes, triplexes, apartment buildings and condominiums, but shall not include hotels and motels.
- d. Commercial. "Commercial" shall mean a structure or facility designed and/or used to conduct business and commerce, including but not limited to, motels, hotels, professional, private schools, industrial, churches and all other commercial/business users.
- e. Public. "Public" shall mean structures and facilities used by governmental entities including the state, county, City of Mercer Island, and other municipal corporations of the state and public schools of the Mercer Island School District.
- f. Residential Board & Care and 24-Hour Care. "Residential Board & Care" or "24-Hour Care" users are based on the fire property classification.

**2. EMS RATES**

The bi-monthly services fees per equivalent service unit (ESU) for emergency medical and ambulance services are set forth below:

Customer Class	ESU	Bi-Monthly
Single Family Residential	1	\$11.68
Multi-Family Residential	Per # of Equivalent Living Units (# of Apartment or Condos)	\$11.68
Commercial	1	\$11.68
Public	1	\$11.68
Residential Board & Care	Per # of Equivalent Living Units (# of available beds)	\$11.68
24-Hour Nursing	Per # of Equivalent Living Units (# of available beds)	\$11.68

**11. MISCELLANEOUS FEES**

AMBULANCE TRANSPORT <a href="#">(Resolution No. 1666)</a>	\$1,323.00 + \$24.46/mile
CABLE TV FRANCHISE FEE <a href="#">(Ordinance No. 05-07 [Section 7.01])</a>	5% of Gross Revenue
CABLE TV FRANCHISE FEE – PENALTY <a href="#">(Ordinance No. 05-07 [Section 7.01])</a>	12% Interest Rate per Annum
DISHONORED (NSF) CHECK CHARGE <a href="#">[MICC 4.10.120(F)]</a>	\$40.00
TRANSPORTATION BENEFIT DISTRICT VEHICLE LICENSE FEE <a href="#">(MICC 3.26.050 &amp; MITBD Ord No. 1)</a>	\$20.00

## APPENDIX A 2025 MERCER ISLAND BUILDING VALUATION DATA TABLE

The unit costs below are intended to provide guidance in determining project valuations as set forth in Mercer Island City Code Chapter 17.14.010, Section 109.4 and shall include architectural, structural, electrical, plumbing, and mechanical work, except as specifically listed below. The unit costs also include the contractor's profit, which should not be omitted.

Project valuations provided by the permit applicant will be validated against this table. To use this table to calculate the valuation for residential construction, multiply the cost per square foot for dwellings (Item 8) by the floor area; include private garages (Item 18) and porches (Item 7). If air conditioning or fire sprinkler systems (Equipment) will be installed, include the valuation for these systems.

### Occupancy & Type / Building Valuation per Square Foot

<b>1. APARTMENT HOUSES</b>	
Type I or II F.R.*	\$163.17
(Good)	\$200.99
Type V—Masonry (or Type III)	\$133.09
(Good)	\$163.17
Type V—Wood Frame	\$117.33
(Good)	\$150.85
Type I—Basement Garage	\$68.91
<b>2. AUDITORIUMS</b>	
Type I or II F.R.	\$192.82
Type II—1-Hour	\$139.68
Type II—N	\$132.08
Type III—1-Hour	\$146.69
Type III—N	\$139.39
Type V—1-Hour	\$140.25
Type V—N	\$131.08
<b>3. BANKS</b>	
Type I or II F.R.*	\$272.47
Type II—1-Hour	\$200.85
Type II—N	\$194.26
Type III—1-Hour	\$221.62
Type III—N	\$213.60
Type V—1-Hour	\$200.85
Type V—N	\$192.25

<b>4. BOWLING ALLEYS</b>	
Type II—1-Hour	\$93.98
Type II—N	\$87.53
Type III—1-Hour	\$102.14
Type III—N	\$95.41
Type V—1-Hour	\$68.91
<b>5. CHURCHES</b>	
Type I or II F.R.	\$182.51
Type II—1-Hour	\$137.10
Type II—N	\$130.22
Type III—1-Hour	\$149.13
Type III—N	\$142.40
Type V—1-Hour	\$139.39
Type V—N	\$131.08
<b>6. CONVALESCENT HOSPITALS</b>	
Type I or II F.R.*	\$256.14
Type II—1-Hour	\$177.64
Type III—1-Hour	\$182.08
Type V—1-Hour	\$171.76
<b>7. DECKS AND PORCHES</b>	
Decks and Porches	\$44.70



<b>8. DWELLINGS</b>	
Type V—Masonry	
(Good)	\$213.27
(Very Good)	\$272.51
(Very Good - Custom)	\$331.75
(Luxury)	\$450.23
Type V—Wood Frame	
(Good)	\$213.27
(Very Good)	\$272.51
(Very Good - Custom)	\$331.75
(Luxury)	\$450.23
Semi-Finished	
(Average)	\$36.96
(Good)	\$42.69
Basements— Unfinished	
(Average)	\$26.79
(Good)	\$32.66
<b>9. FIRE STATIONS</b>	
Type I or II F.R.	\$210.44
Type II—1-Hour	\$138.39
Type II—N	\$130.65
Type III—1-Hour	\$151.57
Type III—N	\$145.12
Type V—1-Hour	\$142.25
Type V—N	\$134.80
<b>10. HOMES FOR THE ELDERLY</b>	
Type I or II F.R.	\$190.82
Type II—1-Hour	\$154.86
Type II—N	\$148.27
Type III—1-Hour	\$161.31
Type III—N	\$154.72
Type V—1-Hour	\$155.72
Type V—N	\$150.42
<b>11. HOSPITALS</b>	
Type I or II F.R.*	\$300.27
Type III—1-Hour	\$248.41
Type V—1-Hour	\$237.09

<b>12. HOTELS AND MOTELS</b>	
Type I or II F.R.*	\$185.80
Type III—1-Hour	\$160.88
Type III—N	\$153.43
Type V—1-Hour	\$140.10
Type V—N	\$137.38
<b>INDUSTRIAL PLANTS</b>	
Type I or II F.R.	\$104.72
Type II—1-Hour	\$72.92
Type II—N	\$66.90
Type III—1-Hour	\$80.22
Type III—N	\$75.64
Tilt-up	\$55.15
Type V—1-Hour	\$75.64
Type V—N	\$69.19
<b>13. JAILS</b>	
Type I or II F.R.	\$292.67
Type III—1-Hour	\$267.60
Type V—1-Hour	\$200.85
<b>14. LIBRARIES</b>	
Type I or II F.R.	\$214.17
Type II—1-Hour	\$156.72
Type II—N	\$149.13
Type III—1-Hour	\$165.46
Type III—N	\$157.15
Type V—1-Hour	\$155.43
Type V—N	\$149.13
<b>15. MEDICAL OFFICES</b>	
Type I or II F.R.*	\$219.90
Type II—1-Hour	\$169.47
Type II—N	\$161.16
Type III—1-Hour	\$183.94
Type III—N	\$171.19
Type V—1-Hour	\$165.89
Type V—N	\$160.16

<b>16. OFFICES**</b>	
Type I or II F.R.*	\$196.55
Type II—1-Hour	\$131.51
Type II—N	\$125.21
Type III—1-Hour	\$141.82
Type III—N	\$135.81
Type V—1-Hour	\$132.94
Type V—N	\$125.21
<b>17. PRIVATE GARAGES</b>	
Wood Frame	\$44.70
Masonry	\$50.28
Open Carports	\$30.51
<b>18. PUBLIC BUILDINGS</b>	
Type I or II F.R.*	\$227.06
Type II—1-Hour	\$183.94
Type II—N	\$175.92
Type III—1-Hour	\$190.96
Type III—N	\$184.37
Type V—1-Hour	\$174.63
Type V—N	\$168.61
<b>19. PUBLIC GARAGES</b>	
Type I or II F.R.*	\$89.97
Type I or II Open Parking*	\$67.47
Type II—N	\$51.43
Type III—1-Hour	\$67.90
Type III—N	\$60.60
Type V—1-Hour	\$62.03
<b>20. RESTAURANTS</b>	
Type III—1-Hour	\$179.07
Type III—N	\$173.20
Type V—1-Hour	\$164.03
Type V—N	\$157.73
<b>21. SCHOOLS</b>	
Type I or II F.R.	\$204.57
Type II—1-Hour	\$139.68
Type III—1-Hour	\$149.42
Type III—N	\$143.69
Type V—1-Hour	\$139.96
Type V—N	\$133.52

<b>22. SERVICE STATIONS</b>	
Type II—N	\$123.63
Type III—1-Hour	\$128.93
Type V—1-Hour	\$109.88
Canopies	\$51.43
<b>23. STORES</b>	
Type I or II F.R.*	\$151.57
Type II—1-Hour	\$92.69
Type II—N	\$90.82
Type III—1-Hour	\$112.60
Type III—N	\$105.72
Type V—1-Hour	\$94.98
Type V—N	\$87.67
<b>24. THEATERS</b>	
Type I or II F.R.	\$201.99
Type III—1-Hour	\$147.12
Type III—N	\$140.10
Type V—1-Hour	\$138.39
Type V—N	\$131.08
<b>25. WAREHOUSES***</b>	
Type I or II F.R.	\$90.97
Type II or V—1-Hour	\$53.86
Type II or V—N	\$50.43
Type III—1-Hour	\$61.03
Type III—N	\$58.16
<b>26. EQUIPMENT</b>	
AIR CONDITIONING:	
Commercial	\$7.74
Residential	\$6.59
SPRINKLER SYSTEMS	\$4.73

\*Add 0.5% to total cost for each story over three.

\*\*Deduct 20 % for shell-only buildings.

\*\*\*Deduct 11% for mini warehouses

This building valuation information is intended for informational use only and cannot be used as a substitute for the Mercer Island City Code.



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

**AB 6637  
March 4, 2025  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 6637: 2025-2027 Collective Bargaining Agreement with Police Support	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Authorize the City Manager to sign the Collective Bargaining Agreement with the Mercer Island Police Association for Support Positions for the period of January 1, 2025, through December 31, 2027, in substantially the form attached hereto as Exhibit 1.	

<b>DEPARTMENT:</b>	Administrative Services & Police
<b>STAFF:</b>	Ali Spietz, Chief of Administration Chris Sutter, Police Chief Bio Park, City Attorney Nicole Vannatter, Human Resources Manager
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. 2025-2027 Collective Bargaining Agreement with the Mercer Island Police Association for Support Positions
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

**EXECUTIVE SUMMARY**

The purpose of this agenda bill is to authorize the City Manager to sign the collective bargaining agreement with the Mercer Island Police Association for Support Positions for the period of January 1, 2025, through December 31, 2027.

**BACKGROUND**

The City bargaining team has been meeting with members of the Mercer Island Police Association (“MIPA”) since December 2024 to discuss a successor collective bargaining agreements (CBA) for support positions of the Mercer Island Police Department. The MIPA Support Unit is comprised of four union members. The City’s bargaining team is comprised of Police Chief Chris Sutter, City Attorney Bio Park, Chief of Administration Ali Spietz, Human Resources Manager Nicole Vannatter, and outside counsel Colin Boyle from Summit Law.

The MIPA and City bargaining teams reached a tentative agreement on the successor CBA on February 6, 2025. The MIPA Support Unit membership ratified the agreement on February 14, 2025.

## ISSUE/DISCUSSION

The proposed 2025-2027 Collective Bargaining Agreement with MIPA for Support Positions is attached as Exhibit 1. The majority of the proposed agreement remains the same as the current agreement aside from these changes:

- All references to former positions have been removed.
- Wages will be increased annually by CPI-W First Half.
- Minimum (2%) and maximum (6%) language was added for annual wage increases.
- HRA VEBA contributions will be distributed quarterly to align with all other employees' distributions.
- Pay days have been updated to the semi-monthly schedule.

## NEXT STEPS

Following City Council approval, staff will prepare the agreement for signing by the MIPA and Human Resources and Finance staff will prepare for wage adjustments retroactive to January 1, 2025.

## RECOMMENDED ACTION

Authorize the City Manager to sign the Collective Bargaining Agreement with the Mercer Island Police Association for Support Positions for the period of January 1, 2025, through December 31, 2027, in substantially the form attached hereto as Exhibit 1.

# **AGREEMENT**

**By and Between**

**CITY OF MERCER ISLAND, WASHINGTON**

**and**

**MERCER ISLAND POLICE ASSOCIATION  
(SUPPORT)**

**January 1, 2025 – December 31, 2027**

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**AGREEMENT**  
**By and Between**  
**CITY OF MERCER ISLAND, WASHINGTON**  
**and**  
**MERCER ISLAND POLICE ASSOCIATION**  
**(SUPPORT)**

This Agreement is effective the 1st day of January, 2025 and is entered into by and between the City of Mercer Island, Washington, hereinafter, referred to as the "Employer" or "City" and the Mercer Island Police Association, hereinafter referred to as the "Association," representing the Support Services Bargaining Unit. All terms and conditions of this Agreement shall be effective January 1, 2025 through December 31, 2027.

**ARTICLE 1 – RECOGNITION**

- 1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all of its full-time and part-time Police Department employees employed in work classifications set forth in Appendix "A". It is agreed that temporary and on-call employees are not covered by this Agreement.

**ARTICLE 2 - UNION MEMBERSHIP**

- 2.1 The City recognizes that bargaining unit members may, at their discretion, become members of the Association. The City shall not discriminate against any employee because of their membership status or Association activity.
- 2.2 The City shall provide the Association with the name, address, and telephone number of all new bargaining unit members. As soon as practicable, the Employer shall provide an opportunity for the Association to meet with new bargaining unit members to discuss Association representation. When requested by the Association, the Employer shall provide the Association with a roster of employees covered by this Agreement.
- 2.3 Upon written authorization by an employee and approval by a representative of the Association, the City agrees to deduct from the wages of each employee the sum certified as initiation dues, assessments, and monthly Association dues, and forward the sum to the Association's Secretary or Treasurer. The Association agrees that it shall indemnify the City and save the City harmless from any and all claims, awards, judgments, attorney's fees, or other litigation costs which may be made by an employee or employees against the City by virtue of the application of this section.
- 2.4 An employee may revoke their authorization for payroll deduction of payments to the Association by written notice to the Employer and Association.
- 2.5 Designated representatives of the Association shall suffer no loss of pay while performing functions related to the administration of this Agreement, provided reasonable advance notification is given to the appropriate supervisor. The City retains the right to restrict such activities when an emergency exists or where such activities would create a danger to public

safety.

### ARTICLE 3 – DEFINITIONS

- 3.1 Probationary Employee. A support services employee who has not completed the first twelve months of continuous employment. Probationary employees shall earn benefits and shall be eligible to use them as provided in this Agreement.
- 3.2 Regular Employee. An employee who has successfully completed their probationary period. Regular employees receive benefits as set forth in this Agreement.
- 3.3 Casual Employee. An employee who is hired to work on an as needed basis.
- 3.4 Full-Time Employees. An employee who is hired to work the normal work schedule as defined in Section 4.2.
- 3.5 Part-Time Employees. An employee who is hired to work one-half of the normal work schedule or more as defined in Section 4.2.
- 3.6 Anniversary Date. One year after an employee's date of hire and that date every year thereafter.
- 3.7 Basic Hourly Rate of Pay. Basic hourly rate of pay shall mean the hourly rate as shown in “Basic Hourly” of the pay scale in Appendix A, which includes any longevity and rank pays, but does not include any other additional pays.
- 3.8 Regular Hourly Rate of Pay. Regular hourly rate of pay shall mean the total non-overtime compensation (inclusive of basic pay and all other pays, such as premium and/or incentive pay) received by an employee. For purposes of calculating the regular hourly rate of pay, each additional pay will be calculated separately first and then added together with the basic pay to determine the regular rate. For example, if an employee's basic pay is \$45 and an employee has one additional pay of 2%, then you would take 2% of \$45 (\$0.90) and add it to \$45 for a total regular hourly rate of pay of \$45.90. If the employee received two additional pays at 2% each, their regular hourly rate of pay would be: \$45 + \$0.90 + \$0.90 (\$46.80). It would not be calculated by adding the additional pays of 2% and 2% together for 4% and then multiplying the 4% by \$45.

### ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.1 Normal Workday for Records Section/Police Support Officer/Evidence Technician. The normal workday for full-time Records Specialists shall consist of eight (8) consecutive hours, including a paid thirty (30) minute meal period. The normal workday for Police Support Officer shall consist of eight (8) consecutive hours and include a thirty (30) minute meal period. An employee assigned as a Police Support Officer shall be subject to immediate call out during meal and rest periods. The normal workday for part-time employees, including the Evidence Technician, shall consist of four consecutive hours, not to include a meal period.
- 4.2 Normal Work Schedule for Records Section/Police Support Officer/Evidence Technician. The normal work schedule for Records Section employees shall be five consecutive normal workdays followed by two consecutive days off. In order to facilitate adequate coverage due to illness or



vacation, the normal work schedule may be modified. Depending upon special needs and events as determined by the City, the Police Support Officer may be assigned to work some evening shifts and weekends, in lieu of the normal eight (8) hour shift, five (5) days on, followed by two (2) days off schedule. In addition, for employees filling Records Specialist positions, alternate work schedules may be utilized upon mutual agreement of both parties. All unit employees will receive a thirty (30) minute meal period and two (2) fifteen (15) minute rest periods each workday.

- 4.3 [RESERVED]
- 4.4 Normal Work Week Full-Time. The normal work week shall consist of forty hours of work within a consecutive seven-day period.
- 4.5 Overtime. All hours worked in excess of eight (8) in one day, all hours worked in excess of the normal work week, excluding part-time's normal work week, or all hours worked on a scheduled off duty day shall be considered overtime. Overtime shall be paid at one and one-half times the employee's regular rate of pay. Overtime must be authorized by the City. Time paid for, but not worked shall not count as hours worked for purposes of computing overtime. Hours paid at the overtime rate are not hours worked or paid hours for purposes of computing longevity increments or retirement benefits. The City shall attempt to meet its overtime requirements on a voluntary basis.
- 4.6 Compensatory Time. The City shall pay all authorized overtime on a cash basis. Provided, however, that nothing in this Article shall be construed as to prohibit the employee the option of taking compensatory time off in lieu of paid overtime, provided the accumulation and use of such time is provided by the administrative officer or officer officially acting in that capacity, and the compensatory time is compensated at the time and one-half rate. Provided, further, however, that in no case may an employee accrue more than 240 hours of compensatory time. Compensatory time may be used or cashed out in one-quarter of an hour increments. Upon termination of employment with the City, the employee will be paid for all unused compensatory time at the employee's current regular rate of pay or the average of the employee's regular rate of pay during the preceding three years, whichever is higher. Cash-outs of unused compensatory time include longevity pay.
- 4.7 Rest and Meal Periods. Meal and rest periods shall be handled in accordance with WAC 296-126-092.
- 4.7.1 Employees shall be allowed a meal period of at least 30 minutes which commences no less than two hours nor more than five hours from the beginning of the workday.
- 4.7.2 No employee shall be required to work more than five consecutive hours without a meal period.
- 4.7.3 Full time employees working three or more hours longer than a normal workday shall be allowed at least one 30-minute meal period prior to or during the overtime period.
- 4.7.4 Employees shall be allowed a rest period of not less than ten minutes, on the City's time, for each four hours of working time. Rest period shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three

hours without a rest period.

- 4.7.5 Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each four hours worked; scheduled rest periods are not required.
- 4.8 Pay Periods and Pay Days. Employees shall be paid on the 10th and 25th of every month.
- 4.9 Call Back. An employee called in to work after completing their normal workday or normal work schedule, excluding part-time employees, shall be paid a minimum of three hours at time and one-half times their regular rate of pay. Employees who are not notified by 5:00 p.m. on the day prior to a scheduled court appearance that their testimony is not necessary, shall receive the minimum call back pay provided herein, whether or not they ultimately appear. Notice may be achieved by voice mail provided that such system electronically time/date stamps messages.

## ARTICLE 5 – WAGES

- 5.1 Records Supervisor, Records Specialist, and Evidence Technician. Records Supervisor, Records Specialist, and Evidence Technician employees shall be compensated in accordance with the pay scale attached to this Agreement marked Appendix "A." This pay scale shall be considered a part of this Agreement.
- 5.1.1 Effective January 1, 2025, the pay scale will be increased by an amount that reflects 100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W (first half index released in July 2024) with a minimum increase of 2% and a maximum increase of 6% .
- 5.1.2 Effective January 1, 2026, the pay scale will be increased by an amount that reflects 100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W (first half index released in July 2025) with a minimum increase of 2% and a maximum increase of 6%.
- 5.1.3 Effective January 1, 2027, the pay scale will be increased by an amount that reflects 100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W (first half index released in July 2026) with a minimum increase of 2% and a maximum increase of 6%.
- 5.2 Police Support Officer. The Police Support Officer shall be paid at a rate of 75% of a fully commissioned officer assigned to Squads One or Two in Patrol in the same pay step and at the same longevity rate, which can be found in Articles 5 and 6 of the current Mercer Island Police Association Collective Bargaining Agreement (Commissioned).
- 5.2.1 Education Incentive Pay. Any Police Support Officer:
- (a) who holds or obtains an A.A. Degree from an accredited college or university or who can document ninety credit hours toward a bachelor's degree in actual college course work, shall receive a 2% increase to their basic hourly rate of pay; or
  - (b) who holds or obtains a B.S. or B.A. Degree from an accredited college or university, shall receive a 5% increase to their basic hourly rate of pay.

ARTICLE 6 - LONGEVITY PAY

6.1 Employees shall receive longevity pay in accordance with the following schedule:

<u>Upon Completion of</u>	<u>Pay increase % (rounded to nearest whole cent)</u>	
Five years' continuous service	Three percent	(3%)
Ten years' continuous service	Four- and one-half percent	(4.5%)
Fifteen years' continuous service	Six percent	(6%)
Eighteen years' continuous service	Eight percent	(8%)
Twenty-one years' continuous service	Ten percent	(10%)
Twenty-four years' continuous service	Twelve percent	(12%)

6.2 Longevity pay shall be due and payable beginning on the next regular pay day following the eligible employee's anniversary date, and thereafter each consecutive pay period.

6.3 Longevity pay shall be included in the employee's basic hourly rate of pay.

ARTICLE 7 – [RESERVED]

ARTICLE 8 – UNIFORM, CLEANING AND BOOT ALLOWANCE

8.1 Uniforms shall be furnished by the City in the event that they are required.

8.2 The City will provide dry cleaning services for each employee at the rate of four (4) clothing items per week. During this contract, the maximum rate the City shall be required to pay per month shall be \$30.00. The City shall provide additional dry-cleaning services if clothing is unusually soiled in the course of duty.

8.3 The Police Support Officer will receive \$250 per year for the purchase of footwear.

ARTICLE 9 - BENEFIT PLANS

9.1 Medical, Dental and Vision Insurance.

9.1.1 The City shall offer medical, dental, and vision insurance benefits through the LEOFF Health & Welfare Trust (“LEOFF Trust”). If desired, an employee may choose the Association of Washington Cities (“AWC”) Benefits Trust Kaiser 200 Plan for medical insurance and the AWC Vision Services Plan in lieu of the LEOFF Trust Medical Plan F. Coverage shall not be reduced during the life of this Agreement.

9.1.2 Insurance premiums to provide employees and their dependents medical, dental, and vision benefits shall be paid by the City. The City shall pay 100% premium cost for medical, dental, and vision insurance for all employees, plus 90% of premium costs for dependent coverage, for the period of this Agreement. The City’s contribution shall be based on the LEOFF Trust Medical Plan F and LEOFF Trust Dental Plan 2A.

- 9.1.3 **Opt-Out of Medical Coverage.** An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of credible coverage through his / her spouse or other source shall be entitled to receive 50% of the total premiums that would be paid by the City, contributed to their HRA-VEBA account. Examples: An employee with a spouse would receive amount equal to 50% of the premiums for his / herself and spouse, minus the 10% employee contribution for the spouse. Employee with two children and spouse would receive the 50% of the equivalent of those premiums, again minus the 10% employee contribution for the spouse and dependents.
- 9.2 **VEBA HRA.** The City shall provide yearly contributions of \$1,200 to the Health Reimbursement Account (VEBA) of each employee distributed quarterly. Any funds not utilized by an employee in a calendar year remain available in subsequent years. The funds accumulated during employment shall be available for qualified expenses after an employee leaves employment with the City.
- 9.3 **Retirement Plan.** Employees shall be enrolled and covered to the extent required and allowed by the applicable State of Washington Department of Retirement Systems Plan.
- 9.4 **Worker's Compensation.** Worker's compensation shall be provided by the City as provided by law.
- 9.5 **Unemployment Compensation.** Unemployment compensation shall be provided by the City as provided by law.
- 9.6 **Life Insurance.** The City shall provide and pay the premiums for \$50,000 life insurance for each employee covered by this Agreement.

ARTICLE 10 – [RESERVED]

ARTICLE 11 - SICK LEAVE

- 11.1 **Accrual.** As a benefit, employees shall accrue sick leave at the rate of one normal workday for each month of service (8 hours for full-time employee, pro-rated for part-time employee). Sick leave accumulated in one year can be carried over to the succeeding years up to a maximum of one hundred twenty days (960) hrs. This amount is prorated for part-time employees. For purposes of calculating each employee's maximum accrual, each normal workday of sick leave, whether it was earned by any employee covered by this agreement, shall be equal to eight hours. Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at their regularly prescribed rate. No compensation for accrued but unused sick leave shall be paid upon the termination of employment.
- 11.2 **Use.** Accrued sick leave may be used by an employee to avoid loss of pay if the employee is unable to work their normal work schedule due to personal illness or injury, enforced quarantine in accordance with community health regulations, or the serious illness or injury of an immediate family member as defined in RCW 49.46.210 necessitating the employee's presence. Each normal workday of sick leave earned and used by full-time employees shall be equal to 8.0 hours of sick leave (pro-rated for part-time employees). Part-time employees sick leave earned and used shall be pro-rated.
- 11.3 **Reporting.** When an employee is unable to report for work, they must notify their supervisor as

soon as reasonably prudent. Failure to do so may result in denial of sick leave for such absence. If the employee is absent from work for more than three (3) consecutive days, the City may require verification from a physician that the sick leave use was for an authorized purpose.

- 11.4 Partial Absences. Absence for part of a normal workday for the reasons specified in Section 11.2 shall be charged against accrued sick leave in an amount not less than one-quarter of an hour. Holidays and other regular days off shall not be charged against accrued sick leave during periods of absence due to authorized sick leave.
- 11.5 Probationary Employees. Probationary employees accrue but are not eligible to use sick leave until they have worked six continuous months.
- 11.6 Integration of Workers' Compensation. In any case where an employee suffers an on-the-job injury and is eligible to receive workers' compensation time loss benefits, the City shall continue to pay such employee's regular pay for the normal work schedule for up to one month following such injury or illness. If an employee receives workers' compensation time loss benefits representing lost compensation for this one-month period, the employee will reimburse the City for the value of any workers' compensation benefits received. During this one-month period, the employee's accrued sick leave benefits shall not be charged. Any continuation of wages beyond this one-month period shall be according to the City's personnel policies on disability leave. An employee on paid disability leave continues to receive all benefits provided by this Agreement.
- 11.7 Long Term Disability Insurance. The City will provide to employees a long-term disability insurance benefit which provides a 60% guaranteed benefit after a 90-day qualifying period and a rehabilitation period of 36 months. The premium for this benefit will be paid by the City.

## ARTICLE 12 - HOLIDAYS

- 12.1 Thirteen (13) paid holiday days are recognized by the City as follows:

New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Day after Christmas	December 26
Floating Holiday	Employee's Choice

- 12.2 Working on Holidays. Hours actually worked on New Year's Day, Thanksgiving Day and Christmas Day shall be paid at two times the employee's regular hourly rate of pay. On all other recognized holidays, the employee shall be paid for any normal workdays worked on such holidays, at one and one-half times the employee's regular hourly rate of pay. Any hours worked on any holiday

in excess of the normal workday shall be compensated at two and twenty-five hundredths (2.25) times the regular rate of pay. On New Year's Day, Thanksgiving Day, and Christmas Day any hours worked on any holiday in excess of the normal workday shall be compensated at three times the regular rate of pay. At the employee's option, they may receive regular hourly pay for the first eight hours worked on a recognized holiday and compensatory time at the rate of either two times the regular rate of pay for hours actually worked on Thanksgiving, Christmas, or New Year's Day, or one and one-half times the regular rate of pay for hours actually worked on other recognized holidays.

- 12.3 Holiday Leave. Another paid normal workday off shall be provided to the employee at the regular hourly rate of pay, as a benefit, when the holiday falls on the employee's normal day off, or when the employee works on the holiday.

Employees shall not accumulate in excess of ten paid normal days off as the result of the operation of Section 12.3 unless scheduling requirements cause the City to request that the employee not schedule or use an accumulated holiday. Employees who accumulate more than ten paid normal workdays off will schedule a holiday off as soon as possible in order to reduce the number of accumulated holidays to 10 or less or use of the excess holidays will be scheduled by the City.

Employees may use holiday leave after completing six months' continuous employment.

- 12.6 Holiday Leave Cash Out Upon Termination. Upon termination of employment with the City, the employee will be paid for all unused holiday leave at the employee's current regular hourly rate of pay. For purposes of cash out of unused holiday leave upon termination of employment, each accrued normal workday of holiday leave, whether it was accrued by any employee covered by this agreement, shall be equal to 8 hours pay.
- 12.7 Part-time employees shall receive and use holiday leave on a pro-rated basis.

#### ARTICLE 13 – VACATION LEAVE

- 13.1 Accrual. Vacation leave is a benefit accrued by all employees as follows:

<u>MONTHS OF CONTINUOUS SERVICE</u>	<u>HOURS ACCRUED PER MONTH</u>
1st month through 59th month	10 hours per month
60th month through 119th month	12 hours per month
120th month through 179th month	14 hours per month
180th month through 239th month	16 hours per month
240th month or more	18 hours per month

Vacation leave is earned on a monthly basis and may be used in the month it is earned or during any subsequent month provided the employee has successfully completed six months' employment.

- 13.2 Use. Vacation leave may be used in four-hour increments. Each normal workday of vacation leave earned and used by a full-time employee will be equal to 8.0 hours of vacation leave. Each normal workday of vacation leave earned and used by a part-time employee shall be equal to 4 hours of

vacation leave.

- 13.3 Maximum Accrual. Vacation leave may be earned and accrued up to 240 hours. For purposes of calculating each employee's maximum accrual, each normal workday of vacation leave whether it was accrued by any full-time employee covered by this agreement shall be equal to 8 hours, part-time employees shall be pro-rated. No additional earnings or accruals shall be credited to an employee who has earned and accrued the maximum leave unless there are circumstances beyond the employee's control which precluded the employee from utilizing vacation leave already accrued. Employees who accumulate more than 240 hours of vacation will work with their supervisor as soon as practical to schedule vacation leave in order to reduce the number to 240 hours or fewer. Any vacation leave over 240 hours will be forfeited December 31 of each year excess hours are accrued, unless approved by the Police Chief for carryover; however, the Police Chief will always approve carryovers in scenarios where the employee has made a good faith effort to use the hours but was unable to do so because of the City's needs.
- 13.4 Scheduling. The Police Chief (or designee) will circulate a calendar before February 1 of each year to all employees for the purpose of allowing employees to request their preferred vacation times. The City retains the right to schedule vacations in such a way as will minimize interference with functions and workloads in particular sections. All vacations must have the approval of the Police Chief (or designee). If two or more employees request identical or overlapping vacation dates, the more senior employee's request will be given preference. Employees who choose to split their vacation may exercise their seniority on preferred dates only once.
- Employees may sign up for three (3) weeks of vacation at a time and only one (1) person may be off at a time.
- 13.5 Cash Out of Vacation Leave. Employees who earn 12 or 15 normal workdays of vacation per year, and who have accrued any vacation leave in excess of 10 normal workdays as of October 30 of each year and are not scheduled to use such excess vacation leave before the end of the City's fiscal year, may at such employee's option be paid for such excess accruals by separate check before December 10 of each year. Employees who earn 18 or 20 normal workdays of vacation per year and have accrued any vacation leave in excess of 15 normal workdays as of October 30 of each year and are not scheduled to use such excess vacation leave before the close of the City's fiscal year, may at the employee's option be paid for such excess accruals by separate check before December 10 of each year. Such excess accruals shall be paid at the eligible employee's current hourly rates of pay in effect at the time of such cash out. For purposes of this section, each accrued normal workday of vacation leave, whether it was accrued by any employee covered by this agreement, shall be equal to eight hours pay at the employee's current hourly rate of pay.
- 13.6 Cash Out Upon Termination. Upon termination of employment, regular employees shall be entitled to payment for all accrued but unused vacation leave at their regular hourly rate of pay in effect at the time their employment ends up to a maximum of 240 hours, unless the amount over 240 hours was accrued while on disability leave. For purposes of this section, each accrued normal workday of vacation leave, whether it was earned by any employee covered by this agreement, shall be equal to eight hours pay at the employee's current hourly rate of pay.
- 13.7 Part-time employees shall receive vacation leave on a pro-rated basis.

ARTICLE 14 - JURY DUTY AND WITNESS LEAVE

- 14.1 An employee serving on a jury will be excused from work and will be paid the amount the employee would have earned had the employee worked their normal work schedule. The employee will reimburse the City for any compensation received for jury duty.
- 14.2 Any employee who, as a result of their department duties, is required to appear before a court shall be paid for such court appearances at their regular hourly rate of pay. The employee will reimburse the City for any subpoena or witness compensation received.
- 14.3 Any employee who is required to appear before a court, legislative committee, or quasi-judicial body as a witness in response to a subpoena or other directive for other than department duties, shall be allowed to use any accrued holiday leave, vacation leave, or compensatory time to offset any loss of pay for such periods.

ARTICLE 15 - BEREAVEMENT AND EMERGENCY LEAVE

- 15.1 Bereavement Leave. When death occurs in the immediate family of an employee, they shall be allowed up to three (3) normal workdays off duty with pay so long as the Police Chief finds that the public peace, health, safety, and welfare will not be seriously impaired as a result of the leave granted.
- 15.2 Emergency Leave. At the time of delivery, five (5) days of emergency leave shall be granted for those employees who carry and deliver a child. On the day of delivery, one (1) day of emergency leave shall be granted to an employee whose spouse gives birth.
- 15.3 "Immediate family" shall mean the employee's spouse or domestic partner, children, mother and father, the mother and father of the employee's spouse, siblings, grandchildren, grandparents (or employee's spouse's grandparents), son-in-law or daughter-in-law. However, under unusual circumstances, the Police Chief may more broadly construe this term to apply to other persons living within the employee's household, others related to the employee by blood or marriage, or to established foster relationships having attributes of familial ties.

ARTICLE 16 - PERSONNEL PROCEDURE/LAYOFF NOTICE

- 16.1 Employees having completed their probationary period but having less than thirty (30) months in the Department, shall be entitled to fifteen (15) days' notice prior to being laid off due to a reduction in force.
- 16.2 Employees having thirty (30) months or more service in the department shall be entitled to thirty (30) days' notice prior to being laid off due to a reduction in force.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.1 Disputes regarding the interpretation of this Agreement shall be handled in the following manner:
- Step 1: The employee or the Association shall formally submit grievances in writing to the Chief of Police (or designee). Such submissions shall state the factual basis for the



grievance, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Grievances not filed within forty-five (45) calendar days from the date the employee knew or reasonably should have known of the alleged violation, shall be deemed waived for all purposes.

The Chief of Police (or designee) shall convene a Step 1 meeting within ten (10) calendar days of receipt of the grievance. Attendance at such meeting may include appropriate supervisors, Association representative, and/or the individual grievant. The Chief of Police (or designee) shall render a decision in writing to the Association within seven (7) calendar days after the conclusion of the Step 1 meeting.

Step 2: The decision of the Chief of Police (or designee) may be appealed in writing by the employee or the Association to the City Manager within five (5) calendar days of its receipt. The City Manager shall review the facts, convene any meeting involving the parties which he deems appropriate, and shall issue in writing the final position of the City within fifteen (15) days of receipt of the Step 2 appeal.

Step 3: Within thirty days of receipt of the Step II answer of the employer, the Association must give written notice to the City Manager or Acting City Manager of its intent to arbitrate any remaining dispute, or the grievance will be considered time barred. The arbitrator shall be mutually selected from a list requested from the Federal Mediation and Conciliation Service. Only grievances which involved an alleged violation by the City of a specific article or provision of the Agreement, and which are presented to the City in writing during the term of this Agreement, and which are processed in the manner and within the time limits herein provided, shall be subject to arbitration.

17.2 The decision of the arbitrator shall be final and binding upon the parties. Provided, however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement; further provided, rendition of a decision or award shall be in writing within thirty (30) calendar days of the close of the hearing (or submission date of written brief) and shall include a statement of the reasoning and grounds upon which such decision or award is based.

17.3 The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be born separately by the party incurring the expense. Time limits described herein may be extended by mutual agreement of the parties.

#### ARTICLE 18 - INSURANCE PROTECTION

18.1 The City shall protect employees of the bargaining unit against civil claims arising out of the employees' actions taken in the course of their employment. Employees are not insured for illegal acts or other acts outside department procedures. Insurance coverage presently provided by the City shall be continued for the duration of this Agreement; provided, however, that it is specifically recognized that the City's insurance coverage may be changed or cancelled by the insurer(s) without the City's consent and in the event of such a change or cancellation, the City will make a good faith attempt to obtain replacement coverage.

ARTICLE 19 - SAVINGS CLAUSE

19.1 Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement provision. In the event the City's Police Department is totally or partially exempted from the federal wage and hour laws, the parties shall immediately enter into collective bargaining negotiations for the purpose of renegotiating relevant provisions in this Agreement.

ARTICLE 20 - MANAGEMENT RIGHTS

20.1 Subject to the terms and limitations of this Agreement, the management of the Police Department is vested in the City.

ARTICLE 21 - SCOPE OF AGREEMENT

21.1 The parties agree that this Agreement is their complete Agreement and that all Agreements between the parties are merged into this Agreement. No issues negotiated by this Agreement are subject to mandatory negotiations during the term of this Agreement, but they may be modified by mutual Agreement.

ARTICLE 22 - BILL OF RIGHTS

22.1 When any employee of the Department is under investigation for an act that could lead to punitive action, inducing dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation they are being interrogated, such interrogation shall be conducted under the following terms and conditions:

22.1.1 All complaints made against any member of the bargaining unit must be submitted in written form by the person making the complaint.

22.1.2 The person under investigation shall be informed of the nature of the complaint and the person in charge of the investigation. The person under investigation shall be supplied with a copy of the written complaint filed against them, this copy shall show the complaining persons signature as well as all of the facts set down in the complaint. It is understood that from time to time we will receive anonymous citizen complaints. It is further understood that all complaints should be investigated. After an initial investigation, the person in charge deems that it is a valid complaint and more investigation is necessary, then the person in charge becomes the complainant.

22.1.3 All interrogations shall be at a reasonable hour, the length of time of the interrogation shall be reasonable, and the person being interrogated shall have the right to attend to their own personal physical necessities.

22.1.4 There shall be no threats, abusive language or promises made during the interrogation; however, the employee may be informed that if they are given immunity from criminal

action that their refusal to truthfully answer questions concerning their official duties may be subject to dismissal or other punitive actions.

22.1.5 If the investigation may lead to criminal charges, the employee must be informed of their constitutional rights.

22.1.6 No employee shall be required to take a polygraph test, and no adverse comment may be included in their personnel file or disciplinary hearing for their failure to take such polygraph test.

22.1.7 No locker or other space assigned to an employee under investigation shall be searched, without their presence or consent, except as a result of a search warrant.

ARTICLE 23 - [RESERVED]

ARTICLE 24 - PHYSICAL FITNESS

24.1 Smoking is not permitted within the police building or in any of the Department vehicles. Violation of this smoking policy may result in disciplinary action, up to and including termination.

24.2 Voluntary Physical Fitness Incentive Pay. If the Police Support Officer passes a physical fitness test, they shall receive a two percent (2%) increase to their basic hourly rate of pay ("Physical Fitness Incentive Pay").

The physical fitness test is voluntary and will be modeled after the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy (BLEA) Physical Ability Test (PAT). The Police Chief will appoint an employee in to proctor the test which will take place while employees are on-duty and will be coordinated to minimize overtime. The test will be administered in the first quarter (January-March) of each year.

ARTICLE 25 - TERM OF AGREEMENT

25.1 This Agreement shall be effective January 1, 2025, and it shall remain in full force and effect until December 31, 2027.

DATED AND SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF MERCER ISLAND

MERCER ISLAND POLICE ASSOCIATION

\_\_\_\_\_  
Jessi Bon, City Manager

\_\_\_\_\_  
Scott Schroeder, Association President

Approved as to Form:

\_\_\_\_\_  
Bio Park, City Attorney

APPENDIX A – PAY SCALE

<b>MERCER ISLAND RECORDS</b>				
<b>January 1, 2025 Pay Scale</b>				
<b>4.2% COLA Increase Over December 31, 2024</b>				
<b>STEP %</b>	<b>Basic HOURLY</b>	<b>Basic MONTHLY</b>	<b>Basic ANNUAL</b>	<b>O.T.</b>
<b>Records Specialist</b>				
A	\$32.58	\$5,648	\$67,773	\$48.88
B (Month 7)	\$34.44	\$5,969	\$71,631	\$51.66
C (Month 19)	\$36.29	\$6,291	\$75,489	\$54.44
D (Month 31)	\$38.38	\$6,652	\$79,824	\$57.57
E (Month 43)	\$40.83	\$7,076	\$84,917	\$61.24
3% (5 Years)	\$42.05	\$7,289	\$87,465	\$63.08
4.5% (10 Years)	\$42.66	\$7,395	\$88,738	\$63.99
6% (15 Years)	\$43.28	\$7,501	\$90,012	\$64.91
8% (18 Years)	\$44.09	\$7,643	\$91,711	\$66.14
10% (21 Years)	\$44.91	\$7,784	\$93,409	\$67.36
12% (24 Years)	\$45.72	\$7,926	\$95,107	\$68.59
<b>Evidence Technician</b>				
	<b>HOURLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>	<b>O.T.</b>
A	\$35.76	\$6,199	\$74,384	\$53.64
B (Month 7)	\$37.55	\$6,509	\$78,112	\$56.33
C (Month 19)	\$39.34	\$6,818	\$81,818	\$59.00
D (Month 31)	\$41.11	\$7,125	\$85,502	\$61.66
E (Month 43)	\$42.89	\$7,434	\$89,209	\$64.33
3% (5 Years)	\$44.18	\$7,657	\$91,885	\$66.26
4.5% (10 Years)	\$44.82	\$7,769	\$93,223	\$67.23
6% (15 Years)	\$45.46	\$7,880	\$94,561	\$68.19
8% (18 Years)	\$46.32	\$8,029	\$96,345	\$69.48
10% (21 Years)	\$47.18	\$8,177	\$98,129	\$70.77
12% (24 Years)	\$48.04	\$8,326	\$99,914	\$72.05
<b>Records Supervisor</b>				
	<b>HOURLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>	<b>O.T.</b>
A	\$39.10	\$6,777	\$81,319	\$58.64
B (Month 7)	\$41.33	\$7,163	\$85,957	\$61.99
C (Month 19)	\$43.53	\$7,546	\$90,552	\$65.30
D (Month 31)	\$46.05	\$7,981	\$95,776	\$69.07
E (Month 43)	\$48.98	\$8,491	\$101,888	\$73.48
3% (5 Years)	\$50.45	\$8,745	\$104,944	\$75.68
4.5% (10 Years)	\$51.19	\$8,873	\$106,473	\$76.78
6% (15 Years)	\$51.92	\$9,000	\$108,001	\$77.89
8% (18 Years)	\$52.90	\$9,170	\$110,039	\$79.35
10% (21 Years)	\$53.88	\$9,340	\$112,076	\$80.82
12% (24 Years)	\$54.86	\$9,510	\$114,114	\$82.29
<b>Police Support Officer (75% of Police Officer Pay)</b>				
	<b>HOURLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>	<b>O.T.</b>
A	\$33.72	\$5,845	\$70,138	\$50.58
B (Month 7)	\$35.49	\$6,152	\$73,819	\$53.24
C (Month 19)	\$37.58	\$6,514	\$78,166	\$56.37
D (Month 31)	\$39.56	\$6,857	\$82,285	\$59.34
E (Month 43)	\$41.54	\$7,200	\$86,403	\$62.31
F (Month 55)	\$45.08	\$7,814	\$93,766	\$67.62
3% (5 Years)	\$46.43	\$8,048	\$96,574	\$69.65
4.5% (10 Years)	\$47.10	\$8,164	\$97,968	\$70.65
6% (15 Years)	\$47.78	\$8,282	\$99,382	\$71.67
8% (18 Years)	\$48.68	\$8,438	\$101,254	\$73.02
10% (21 Years)	\$49.58	\$8,594	\$103,126	\$74.37
12% (24 Years)	\$50.48	\$8,750	\$104,998	\$75.72



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6638**  
**March 4, 2025**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6638: Amendment to Interlocal Agreement for Jail Services with the City of Issaquah	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Authorize the City Manager to execute the amendment to the interlocal agreement with the City of Issaquah for jail services as substantially shown in Exhibit 1 to AB 6638.	

<b>DEPARTMENT:</b>	Police
<b>STAFF:</b>	Chris Sutter, Police Chief Jeff Magnan, Police Services Commander
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Amendment to Interlocal Agreement for Inmate Housing with the City of Issaquah
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ 58,000
<b>AMOUNT BUDGETED</b>	\$ 58,000
<b>APPROPRIATION REQUIRED</b>	\$ n/a

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to authorize an amendment to the Interlocal Agreement with the City of Issaquah for jail services (see Exhibit 1).

- Under State law, the City of Mercer Island is responsible for paying all jail costs associated with housing individuals for violations of misdemeanor level crimes occurring within the City.
- The City maintains contracts with the Issaquah City Jail, South Correctional Entity (SCORE), and King County Jail. The Issaquah City Jail and SCORE are used for misdemeanor bookings, while the King County Jail is used primarily for felony bookings.
- The City utilizes the Issaquah City Jail as the primary jail service for cost efficiency and accessibility.
- Since 2011, the City has utilized a guaranteed one bed with Issaquah for a reduced daily rate. The City also maintains an Interlocal Agreement (ILA) with SCORE, which provides back-up jail services when the Issaquah Jail is at capacity or when there are extenuating medical or psychological conditions.
- Effective January 1, 2025, Issaquah adopted a daily bed rate increase of 7% (from \$140 to \$150), added a booking fee of \$20.00, and an administrative fee of \$20.00. Evaluating these rate increases, Issaquah continues to be the most cost-effective option for misdemeanor bookings. The rate adjustment requires an amendment to the ILA.
- The cost of the rate adjustment is accounted for in the 2025-2026 biennial budget.

## BACKGROUND

Under State law, the City of Mercer Island is responsible for paying all jail costs associated with housing individuals for violations of misdemeanor level crimes occurring within the City. The state pays for housing individuals for felony level crimes. The City maintains contracts with the Issaquah City Jail, SCORE, and King County Jail. The Issaquah City Jail and SCORE are used for misdemeanor bookings, while the King County Jail is used primarily for felony bookings.

The City utilizes the Issaquah City Jail as the primary jail service for cost efficiency and accessibility. Since 2011, the City has also maintained an Interlocal Agreement (ILA) with SCORE, which provides back-up jail services when the Issaquah Jail is at capacity and serves individuals being booked on misdemeanor charges with medical or psychological conditions.

Using the data from the past two biennium's (2021-2024) the average expenditure for housing in Issaquah was about \$54,000 per year and usage patterns are not expected to change.

## ISSUE/DISCUSSION

Effective January 1, 2025, the City of Issaquah adopted a daily bed rate increase of 7% and amended the ILA to include a booking fee of \$20.00 in Section 6 and an administrative fee of \$20.00 in Section 29 of the ILA (see Exhibit 1).

The budgeted amount for Issaquah jail services in 2025 is \$58,000. This budget anticipated an increase in Issaquah Jail rates and no additional resources will be needed.

## RECOMMENDED ACTION

Authorize the City Manager to execute the amendment to the interlocal agreement with the City of Issaquah for jail services as substantially shown in Exhibit 1 to AB 6638.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ISSAQUAH, WASHINGTON  
AND THE CITY OF MERCER ISLAND, WASHINGTON, FOR THE HOUSING OF  
INMATE IN THE ISSAQUAH CITY JAIL**

This agreement (“Agreement”) is between the City of Issaquah, a municipal corporation of the State of Washington (“Issaquah”) and the City of Mercer Island, a municipal corporation of the State of Washington (“Mercer Island”).

**RECITALS**

**WHEREAS**, this Agreement is entered pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW, which authorize local governmental agencies to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for provision of jail services; and

**WHEREAS** Mercer Island wishes to secure the use of a guaranteed number of jail beds at the Issaquah City Jail (“Issaquah Jail”), and the City of Issaquah is willing to accept Mercer Island’s inmates at a rate of compensation and under the terms and conditions set forth below; and

**WHEREAS** the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

Now, therefore, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree to the terms and conditions set forth herein:

1. **EFFECTIVE DATE**

This Agreement shall be effective following its mutual execution and posting on Issaquah’s website in accordance with RCW 39.34.040.

2. **TERMINATION**

(A) This Agreement shall be of indefinite duration. Provided, however, either party may elect to terminate this Agreement for any reason by giving written notice of termination to the other party and the State Office of Financial Management. Said termination shall be effective ninety (90) days from the date of said written notice to the Chief of Police of the jurisdiction receiving the notice. The notice will state the reason for termination and specific plans for accommodating the affected jail population.

(B) In the event of termination of this Agreement for any reason, Mercer Island shall compensate Issaquah for inmates housed by the Issaquah Jail after notice of termination until Mercer Island retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated, and the provisions of this Agreement shall remain in force until such time as all inmates from Mercer Island have been retaken.

### 3. NOTICES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Issaquah: Chief of Police  
Issaquah Police Department  
130 E. Sunset Way  
Issaquah, Washington 98027

Contact: Issaquah Commander

City of Mercer Island: Mercer Island Police Department  
9611 SE 36th Street  
Mercer Island, WA 98004

Contact: Chief of Police

### 4. SERVICES PROVIDED

Issaquah agrees to provide jail services for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Mercer Island's jurisdiction.

### 5. COMPENSATION

In consideration of Issaquah's commitment to provide housing and related services for its inmates, Mercer Island agrees to pay Issaquah the fees and charges set forth in this Agreement.

(A) Guaranteed Beds. Issaquah agrees to accept and house non-gendered specific inmates at the daily guaranteed bed rate of \$150.00 per bed day. The guaranteed rate is limited to the **One (1)** guaranteed beds for Mercer Island. The \$150.00 per bed per day rate for guaranteed beds shall be assessed for each day this Agreement is in effect regardless of occupancy by a Mercer Island inmate. Either party may cancel or reduce the guaranteed bed commitment provided for herein by providing written notice to the other party at least ninety (90) days in advance of the effective date of the cancellation or reduction. A cancellation or reduction made pursuant to this Section shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of Issaquah or Mercer Island.

(B) Non-Guaranteed Beds. Mercer Island may use additional beds, as available, at the daily rate of \$200.00 per bed day. However, Issaquah shall have the right to refuse to accept custody or house Mercer Island's inmates in excess of the minimum bed commitment set forth above.



- (C) Billing and Payment. Issaquah agrees to provide a monthly invoice for the guaranteed beds by the 30<sup>th</sup> of each following month. Mercer Island agrees to make payment to Issaquah within 30 days of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month. Issaquah agrees to provide Mercer Island with an itemized bill for all inmates housed, including inmate name(s), the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Issaquah agrees to provide said bill by the 30<sup>th</sup> of each following month. Mercer Island agrees to make payment to Issaquah within 30 days of the date of such bill.
- (D) Rate Increases. Issaquah may increase guaranteed and non-guaranteed rates from time-to-time but no more frequently than once per year, in order to reflect increased costs. Issaquah will give Mercer Island at least ninety (90) days' advance written notice of the increased rate prior to implementation. Such increase shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of Issaquah or Mercer Island.

6. BOOKING FEE

A booking fee in the amount of \$20.00 shall be charged for each inmate booked by or on behalf of Mercer Island into the Issaquah Jail. The booking fee shall remain fixed through the term of this agreement.

7. AMENDMENTS

Any changes in law or regulations governing jail operations impacting this Agreement will be addressed in an amendment to the Agreement. These and other amendments to this Agreement shall be in writing and approved by the governing body of each party, excepts as expressly provided for herein.

8. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Issaquah to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain they receive no special privileges and the sentence and orders of the committing court in the State are faithfully executed; provided nothing herein contained shall be construed to require Issaquah, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this agreement. Issaquah shall provide facilities for consultation and communication between inmates and their legal counsel. It shall also be the responsibility of Issaquah to calculate "good time" accrued in and subsequent release of

inmates in accordance with the Issaquah Jail's standard practice and procedures related to inmates housed in the Issaquah Jail.

9. HOUSING DECISIONS; RIGHT TO REFUSE, RETURN, OR TRANSFER INMATE

Subject to the terms of this Agreement, Issaquah hereby agrees to accept Mercer Island's inmates and to provide housing, care, and custody of those inmates pursuant to Issaquah Jail policies and procedures. To the greatest extent permitted by law, Issaquah shall have the right to refuse to accept an individual from Mercer Island or to transfer any Mercer Island inmates to a different jail facility for any reason, including but not limited to if, in the sole discretion of Issaquah: such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the Issaquah Jail, has a medical illness or injury that makes housing such individual not in the best interest of Issaquah or other inmates; and/or when, acceptance of the inmate would cause the operational capacity limits of the jail to be reached or exceeded.

If Issaquah refuses an inmate from Mercer Island or determines that a Mercer Island inmate must be returned to Mercer Island or transferred to another jail facility, Mercer Island will be responsible for transportation and the cost of incarceration at such other jail facility (if applicable). Return or transfer of an inmate will not negate Mercer Island's responsibility to pay for any guaranteed bed commitment.

10. FURLOUGHS, PASSES, AND WORK RELEASE

Issaquah agrees no early releases or alternatives to incarceration including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

11. INMATE PROPERTY

Mercer Island may transfer to Issaquah only agreed amounts of personal property of Mercer Island inmates recovered from or surrendered upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports when such transports are conducted by Issaquah Jail personnel. Additional legal material or personal belongings may be shipped to the Issaquah Jail at the expense of the inmate or Mercer Island.

12. RETAKEING OF INMATES

Upon request from Issaquah, Mercer Island shall, at its expense, retake any Mercer Island inmate within twelve (12) hours after receipt of such request. In the event the confinement of a Mercer Island inmate is terminated for any reason, Mercer Island shall, at its expense, retake such inmate from the Issaquah Jail.

### 13. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Mercer Island law enforcement officers placing Mercer Island misdemeanants in the Issaquah Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgement and sentence, to the Issaquah Jail upon booking of an inmate. Mercer Island is also responsible for providing Issaquah Jail with a complete bail schedule no later than January 1 of each year.

### 14. TRANSPORTATION

Mercer Island inmates incarcerated in Issaquah pursuant to this Agreement shall be transported to Issaquah by and at the expense of Mercer Island and shall be returned or transferred, if necessary, to Mercer Island or another jail facility by Mercer Island personnel and at Mercer Island's expense. Issaquah is not responsible for transportation of Mercer Island inmates under this Agreement and shall be reimbursed by Mercer Island for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Issaquah becomes necessary including but not limited to if the transport was a result of a warrant or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$90.00 per hour. Partial hours will be rounded up to the next full hour.

### 15. RECORDS AND REPORTS

Mercer Island shall forward to Issaquah before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the Parties shall cooperate to provide any additional information in a timely manner.

Issaquah shall keep all necessary and pertinent records concerning such inmates incarcerated in the Issaquah Jail. During an inmate's confinement in Issaquah, Mercer Island shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration, as may be permitted by law.

### 16. RIGHT OF INSPECTION

Mercer Island shall have the right, upon reasonable advance notice, to inspect the Issaquah Jail at reasonable times. During such inspections, Mercer Island may interview Mercer Island inmates and review Mercer Island inmates' records as permitted by law; provided, however, any interviews with Mercer Island inmates will be voluntary on the part of such inmates.

### 17. MEDICAL TREATMENT

- (A) Mercer Island's inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Issaquah Jail.
- (B) If Issaquah becomes aware of a Mercer Island inmate that needs medical health care requiring the assistance of a medical health care services provider, then Issaquah shall make reasonable efforts to notify Mercer Island prior to obtaining said service. If Mercer Island is contacted and does not authorize Issaquah to obtain the service, then Mercer Island shall within one hour pick up the inmate from the Issaquah Jail. Provided, in the case of emergency, Issaquah may notify Mercer Island after the service has been provided.
- (C) An adequate record of all such services shall be kept by Issaquah or its contract medical provider(s) in accordance with applicable laws and regulations and made available for Mercer Island's review at its request, to the extent permitted by law. Any medical or dental services of major consequence shall be reported to Mercer Island as soon as time permits.
- (D) Except for routine minor medical services provided in the Issaquah Jail, Mercer Island shall be responsible for all medical, dental, and mental health costs incurred by or on behalf of Mercer Island's inmates. Mercer Island shall reimburse Issaquah dollar for dollar for any amount expended, or cost incurred by Issaquah in providing the same. Upon payment from Mercer Island for the inmate's health care expense, Issaquah will assign to Mercer Island, upon its request, all right to reimbursement for medical expenses authorized under RCW 70.48.130. Except in emergencies, Mercer Island will be notified by contacting a duty supervisor at Mercer Island prior to the inmate's transfer to a hospital and nothing herein shall preclude Mercer Island from retaking the ill or injured inmate at that time. In the event a Mercer Island inmate is taken to the hospital for an emergency, Issaquah shall notify Mercer Island as soon as possible thereafter. Mercer Island is responsible for providing security for its inmates during any time of hospitalization.

## 18. DISCIPLINE

Issaquah shall have physical control over and power to exercise disciplinary authority over all inmates of Mercer Island. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

## 19. ESCAPES

In the event a Mercer Island inmate escapes from Issaquah custody, Issaquah will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Mercer Island. Issaquah shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate within its own territory. Any cost in connection therewith

shall be borne by Issaquah; however, Issaquah shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states, or countries.

## 20. DEATH OF AN INMATE

- (A) In the event of the death of a Mercer Island inmate, the King County Coroner will be notified by Issaquah Jail personnel. Mercer Island shall receive copies of any records made at or in connection with such notification.
- (B) Issaquah shall immediately notify Mercer Island of the death of a Mercer Island inmate, furnish information as requested and follow the instructions of Mercer Island regarding disposition of the body. Mercer Island hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Issaquah regarding deceased inmates. The body shall not be released except on written order of Mercer Island's Chief of Police. This order shall be provided within three weekdays of Mercer Island's receipt of notice of the death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Mercer Island. With Mercer Island's consent, to be obtained on an individual basis, Issaquah may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Mercer Island. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.
- (C) Mercer Island shall receive a certified copy of the death certificate for any of its inmates who have died while in Issaquah's custody.

## 21. VIDEO ARRAIGNMENT

The term "Video Court" shall include, by way of example but not by way of limitation, the following types of services: use of Issaquah video camera(s) iPad, audio technology, and the video courtroom facility, the scheduling of inmates for video court, the moving of inmates to and from video court, the processing of court paperwork, and the faxing of court paperwork to and from the municipal court for signatures.

- (A) Mercer Island agrees to pay one hundred dollars (\$100.00) per hour for use of Video Court. Partial hours in the amount of ten (10) minutes or more will be rounded up to the nearest hour. For example, the use of the Video Court is eight (8) minutes, the time interval shall round down and there will be no charge. If the use is one hour and fifteen (15) minutes, the interval shall round up for a total charge of \$200. Charges will only be for time spent in court proceedings; time spent by the inmate conferring with their attorney alone will not be counted.
- (B) Issaquah will bill Mercer Island for Video Court services rendered each month by adding a separate column to the invoice for Mercer Island labeled "Video Court".

## 22. REMOVAL/RELEASE FROM THE JAIL

- (A) Except for work programs, medical care, if no probable cause determination is made as required by law, and during emergencies, Mercer Island inmates shall not be removed and/or released from the Issaquah Jail without written authorization from Mercer Island or by a court of competent jurisdiction. If Issaquah becomes aware there has not been probable cause determination as required by law, and the person is still in Issaquah's custody, Issaquah will notify Mercer Island the person must be released unless written proof the probable cause determination was made is provided.
- (B) Issaquah will release Mercer Island inmates to Mercer Island at a mutually agreeable location.
- (C) Mercer Island inmates for whom bail is posted, or who otherwise have a right to be released, may sign a waiver electing to be released to a family member or friend with confirmed transportation, or be released via private taxi, rather than being released to Mercer Island during the regularly scheduled transport.

## 23. LOSS OF USE

The parties understand there may be times when conditions at the Issaquah Jail, such as required maintenance or repairs, may cause some or all the reserved beds to be temporarily unavailable. Issaquah agrees to provide as much notice as is reasonably practicable if any or all the reserved beds will be temporarily unavailable and will endeavor to keep any such unavailability to a minimum. The temporary unavailability of such beds shall not be a breach of this agreement or entitle Mercer Island to any compensation from Issaquah. During any period of unavailability, Mercer Island will be relieved of the obligation to pay for any unavailable beds.

## 24. PREA ACKNOWLEDGEMENT – CUSTODIAL AND SEXUAL MISCONDUCT

- (A) Compliance - Issaquah agrees to ensure all of its employees, contractors, vendors, and volunteers have contact with Mercer Island inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
- a) The Prison Rape Elimination Act of 2003 (PREA);
  - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
  - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
- (B) Monitoring - Issaquah agrees to provide Mercer Island documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
- a) Site visits.

- b) Access to facility data; and
- c) Review of applicable documentation.

(C) Mercer Island may terminate this Agreement:

- a) Should Issaquah fail to provide documentation which demonstrates the Issaquah Jail is actively and effectively working toward and is making substantive progress toward achieving compliance; or
- b) Should Issaquah fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

(D) Mercer Island will terminate this Agreement:

- a) Should Issaquah elect to discontinue pursuit of PREA compliance.
- b) Should Issaquah be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified timeframes; or
- c) Should Issaquah be found to be in egregious violation of PREA.

## 25. NON-ASSIGNABILITY

Mercer Island agrees to not sublet any of their guaranteed beds to any jurisdictions. This Agreement may not be assigned by either party.

## 26. DISPUTE RESOLUTION

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Mercer Island and Issaquah, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute in an amicable manner by mediation administered under JAMS Alternative Dispute Resolution service rules or policies before resorting to litigation. The mediator may be selected by agreement of the parties or through JAMS.

## 27. INDEMNIFICATION

### (A) By Issaquah

Issaquah agrees to defend, indemnify and hold Mercer Island, its elected officials, officers, agents, and employees, harmless from and against any and all claims, lawsuits, actions, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (and also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Mercer Island inmate, or loss or damage to Mercer Island inmate property while in Issaquah's custody) which result from or arise out of the acts or omissions of Issaquah,

its elected officials, officers, employees, and agents in connection with or incidental to the performance of non-performance of Issaquah's services, duties, and obligations under this Agreement.

(B) By Mercer Island

Mercer Island agrees to hold harmless, defend, and indemnify Issaquah, its elected officials, officers, agents, and employees from and against any and all claims, lawsuits, actions, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (and also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights [unless Mercer Island has affirmatively notified Issaquah in writing a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim], injury, or death of any Mercer Island inmate, or loss of damage to Mercer Island inmate property while in Issaquah custody) result from or arise out of the acts or omissions of Mercer Island, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of Mercer Island services, duties, and obligations under this Agreement.

(C) In the event the acts or omissions of the officials, officers, agents, and/or employees of both Mercer Island and Issaquah in connection or incidental to the performance or non-performance of Mercer Island's and/or Issaquah's services, duties, and obligations of this Agreement are the subject of any liability claims by a third party, Mercer Island and Issaquah shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

(D) Nothing contained in this section, or this Agreement shall be construed to rate a right in any third party to indemnification or defense.

(E) Issaquah and Mercer Island hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

(F) The provisions of this section shall survive the termination of this Agreement.

28. INSURANCE

Independent of their respective indemnity obligations, each Party shall maintain occurrence-based Commercial General Liability (CGL) and Automobile Liability insurance through the commercial insurance market, an insurance pool, self-insurance, or a combination thereof. The CGL coverage shall be written with limits of no less than \$5,000,000 per occurrence with a \$10,000,000 general aggregate and shall include contractual liability. The Automobile Liability coverage shall have a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident. Evidence of insurance or self-insurance coverage will be provided promptly upon request by either



Party. This section shall be subject to renegotiation in the event either Party no longer remains a member of the Washington Cities Insurance Authority.

29. ADMINISTRATIVE CHARGE

An administrative charge of \$20.00 shall be assessed for each inmate booked at the Issaquah Jail under the jurisdiction of Mercer Island. This charge will apply to every booking, irrespective of the length of stay or the outcome of the booking process.

30. INDEPENDENT CONTRACTOR

The Parties are independent contractors, and the officers, agents, or employees of a Party are not employees of the other Party for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. The provision of services by a Party under this Agreement shall not give rise to any claim of career service or civil service rights which may accrue to an employee of the other Party under any applicable law, rule or regulation.

31. INTERLOCAL AGREEMENT REQUIRED PROVISIONS

In accordance with the requirements of RCW 39.34.030, the following provisions, stipulations and/or waivers are adopted:

- (A) This Agreement has been approved by the governing bodies of each of the participating agencies.
- (B) No separate organization or separate legal or administrative entity is created by this Agreement.
- (C) Each party to this Agreement shall maintain its own separate budget in accordance with the provision of Title 35 and 35A RCW and no joint or cooperative budget shall be undertaken.
- (D) The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this Agreement, upon termination of this Agreement, said property shall be sold and the proceeds shall remain with Issaquah.
- (E) This Agreement shall be administered by the Chiefs of Police, or their representative, from Issaquah and Mercer Island.

32. GOVERNING LAW AND VENUE

The parties hereto agree, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter

relating to inmate confinement pursuant to this Agreement. Venue for any action arising from or related to this Agreement shall lie exclusively in King County Superior Court.

33. COUNTERPARTS

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

34. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

35. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge they have read this Agreement, understood its terms, and entered this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF ISSAQUAH

CITY OF MERCER ISLAND

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



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

**AB 6639  
March 4, 2025  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 6639: 2025-2029 Interlocal Agreement with the Eastside Transportation Partnership	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Authorize the City Manager to execute the 2025-2029 Eastside Transportation Partnership Interlocal Agreement, substantially in the form attached as Exhibit 1 to this AB, and technical or non-substantive future amendments thereto.	

<b>DEPARTMENT:</b>	City Manager
<b>STAFF:</b>	Jessi Bon, City Manager Amelia Tjaden, Management Analyst
<b>COUNCIL LIAISON:</b>	Ted Weinberg                      Craig Reynolds
<b>EXHIBITS:</b>	1. Eastside Transportation Partnership 2025-2029 Interlocal Agreement 2. Eastside Transportation Partnership Operating Procedures
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

**EXECUTIVE SUMMARY**

The purpose of this agenda bill is to authorize the City Manager to execute the 2025-2029 Eastside Transportation Partnership (ETP) Interlocal Agreement.

- The [Eastside Transportation Partnership](#) (ETP) provides an Eastside forum for inter-jurisdictional cooperation to implement coordinated, prioritized transportation plans and programs through leadership, education, and advocacy.
- Mercer Island has been represented on ETP since June of 1992.
- The 2025-2029 Agreement (Exhibit 1) is a renewal, with changes from the previous 2022-2025 Agreement.

**BACKGROUND**

The [Eastside Transportation Partnership](#) (ETP) was created in 1987 and serves as the “transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state, and federal transportation

decisions.” Membership is comprised of elected officials from cities and towns throughout the greater Eastside. Mercer Island has been represented on ETP since June of 1992.

To achieve its mission, the ETP adopted the following goals on January 26, 1996:

- Develop and adopt a package of transportation priorities based on adopted land use plans that improves overall mobility for people, freight and goods, and addresses peak hour congestion on the Eastside.
- Jointly implement adopted priorities through leadership, education, and advocacy within communities, cities, and the region.
- Adopt and implement a strategy for increasing funding for transportation improvements and programs.

In recent years, the ETP has focused its efforts on regional coordination and advocacy.

The ETP operates under the authority of an Interlocal Agreement (“Agreement”) between member jurisdictions. There have been successive agreements since 1987; the most recent of which will expire December 2025 (see [AB 5946](#)). Member agencies are being asked to approve the new Agreement (Exhibit 1) and operating procedures (Exhibit 2) before the expiration date.

## ISSUE/DISCUSSION

### 2025-2029 Agreement

The 2025-2029 Agreement (Exhibit 1) is a renewal, with changes from the previous 2022-2025 Agreement, including:

- Section 2.1: Including “letters of support for transportation projects” to the issues voting members approve.
- Section 6.1: Amending the yearly dues process to require a vote on whether to collect member dues. This change is proposed to account for the increase in virtual meetings.

### Mercer Island Representation

Under this and previous agreements, Mercer Island has two voting members on the ETP. Councilmembers Ted Weinberg and Craig Reynolds currently serve as the City’s representatives and attend the monthly meetings. Annual dues, should they be required, are \$100 per voting representative as specified in Section 6.1. The dues are paid each year from the City Council operating budget.

## RECOMMENDED ACTION

Authorize the City Manager to execute the 2025-2029 Eastside Transportation Partnership Interlocal Agreement, substantially in the form attached as Exhibit 1 to this AB, and technical or non-substantive future amendments thereto.

## Eastside Transportation Partnership Agreement

### Parties to Agreement

City of Bellevue  
 City of Bothell  
 City of Issaquah  
 City of Kenmore  
 City of Kirkland  
 City of Mercer Island  
 City of Newcastle  
 City of Redmond  
 City of Renton  
 City of Sammamish  
 City of Woodinville  
 King County  
 Small Cities  
     Town of Beaux Arts Village  
     City of Clyde Hill  
     Town of Hunts Point  
     City of Medina  
     Town of Yarrow Point  
 Snoqualmie Valley Cities  
     City of Carnation  
     City of Duvall  
     City of North Bend  
     City of Snoqualmie

Transmitted to parties for approval and signature ~~October 12, 2021~~ [DATE].

THIS AGREEMENT is made and entered into by and among the CITY OF BELLEVUE, hereafter known as “Bellevue”; the CITY OF BOTHELL, hereafter known as “Bothell”; the CITY OF ISSAQUAH, hereafter known as “Issaquah”; the CITY OF KENMORE, hereafter known as “Kenmore”; the CITY OF KIRKLAND, hereafter known as “Kirkland”; THE CITY OF MERCER ISLAND, hereafter known as “Mercer Island”; the CITY OF NEWCASTLE, hereafter known as “Newcastle”; the CITY OF REDMOND, hereafter known as “Redmond”; the CITY OF RENTON, hereafter known as “Renton”; the CITY OF SAMMAMISH, hereafter known as “Sammamish”; the CITY OF WOODINVILLE, hereafter known as “Woodinville”; KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County”; the TOWN OF BEAUX ARTS VILLAGE, hereafter known as “Beaux Arts”; the CITY OF CLYDE HILL, hereafter known as “Clyde Hill”; the TOWN OF HUNTS POINT, hereafter known as “Hunts Point”; the CITY OF MEDINA, hereafter known as “Medina”; the TOWN OF YARROW POINT, hereafter known as “Yarrow Point”; the CITY OF CARNATION, hereafter known as “Carnation”; the CITY OF DUVAL, hereafter known as “Duvall”; the CITY OF NORTH BEND, hereafter known as “North Bend”; the CITY OF SNOQUALMIE, hereafter known as “Snoqualmie”; as members of the Eastside Transportation Partnership;

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their residents; and

WHEREAS, the Eastside Transportation Partnership has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects, and programs for the area East of Lake Washington in King County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

## 1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the Eastside Transportation Partnership as the transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies, and priorities for countywide, regional, state, and federal transportation decisions.

## 2.0 Members and Voting

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all the following issues before the Eastside Transportation Partnership, unless otherwise noted, including:

1. Administrative issues, such as additional members and use of dues.
2. [Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council Transportation Policy Board.](#)
- ~~2.3.~~ Recommendations to Sound Transit on policies and capital and service plans and implementation.
- ~~3.4.~~ Recommendations to King County on Metro Transit planning, development and implementation of products and services.
- ~~4.~~ [Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council Transportation Policy Board.](#)
5. Recommendations to WSDOT on policies, programs, and projects.
6. Recommendations to the PSRC on plans, policies, programs, and projects such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
7. [Recommendations Input](#) to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.
- ~~8.9.~~ [Letters of support for transportation projects.](#)

2.2 Members with Limited Voting Rights: The Eastside Transportation Partnership may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to the agreement at a regular meeting.

1. Recommendations to WSDOT on policies, programs, and projects.
2. Recommendations to the PSRC on plans, policies, programs, and projects, such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
3. [Recommendations Input](#) to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.

4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2.a Such members and voting rights, if any, shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

2.3 Non-Voting Members: The Eastside Transportation Partnership may add non-voting members by unanimous vote of the parties to the agreement at a regular meeting. The Eastside Transportation Partnership may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3.a Such members shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

**3.0 Representation and Conduct**

3.1 Representation of city and county members shall be as follows

<b>Full Voting Members</b>	<b>Number of Representatives/Votes</b>
Bellevue	2
Bothell	2
Issaquah	2
Kenmore	2
Kirkland	2
Mercer Island	2
Newcastle	2
Redmond	2
Renton	2
Sammamish	2
Woodinville	2
Small Cities Coalition Beaux Arts Clyde Hill Hunts Point Medina Yarrow Point	2 (shared)
Snoqualmie Valley Cities Carnation Duvall North Bend Snoqualmie	2 (shared)
King County	3
<b>Limited Voting Members</b>	<b>Number of Representatives/Votes</b>
Snohomish County	1

3.2 Elected officials shall be appointed to the Eastside Transportation Partnership by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.



3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

#### 4.0 Operating Procedures

4.1 The Eastside Transportation Partnership shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair(s) and vice-chair(s) or co-chairs shall be elected per the operating procedures and shall be responsible for setting meeting agendas, running meetings and any other activities identified in the operating procedures.

#### 5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the Eastside Transportation Partnership. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency shall, in its sole discretion, determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining Eastside Transportation Partnership membership rosters and distribution lists; arranging for Partnership meetings, including scheduling, agendas, and rooms; collecting, administering, and disbursing Partnership dues; providing Partnership meeting support to the chair(s) and vice chair(s) or co-chairs; attending Partnership meetings; and preparing Partnership meeting summaries.

#### 6.0 Financing and Cost Sharing Guidelines

6.1 Annual Review of Financing: The Eastside Transportation Partnership shall determine by June 30 of each year whether annual dues of \$100 per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year. Additionally, King County will provide the Eastside Transportation Partnership a status update on funds collected and funds remaining by June 30 of each year.

~~6.2. Yearly Dues: The Eastside Transportation Partnership members shall pay a minimum \$100 per full voting representative in annual dues to remain in good standing.~~ The Lead Agency may will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the Eastside Transportation Partnership, and included in the operating procedures. Revenue from dues shall be used for refreshments, room rentals, speaker fees, special events, public education, or other expenses authorized by the Eastside Transportation Partnership. The designated Lead Agency shall not be required to pay yearly dues.

~~6.2—Annual Review of Financing: The Eastside Transportation Partnership shall determine by June 30 of each year whether additional annual dues above \$100 per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year. Additionally, King County will provide the Eastside Transportation Partnership a status update on funds collected and funds remaining by June 30 of each year.~~

6.3 Additional financial contributions: If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

## **7.0 Withdrawal of a Party from this Agreement**

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair(s) of the Eastside Transportation Partnership at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to Eastside Transportation Partnership and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

## **8.0 Duration**

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2027<sup>3</sup>, unless terminated earlier in accordance with Section 9.0. This Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2028<sup>4</sup> and ending no later than December 31, 2029<sup>5</sup>.

## **9.0 Termination**

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

## **10.0 Real and Personal Property**

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

## **11.0 Return of Funds**

At such time as this Agreement expires without being terminated or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

## **12.0 Filing**

This Agreement shall be filed with the King County Department of Records and Elections.

## **13.0 Legal Relations**

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other parties and their respective officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by another party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other parties only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against another party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

## **14.0 Entirety and Modifications**

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified only by written instrument signed by all the parties hereto.

## **15.0 Counterparts**

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

City of Bellevue  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Bothell  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Issaquah  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Kenmore  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Kirkland  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Mercer Island  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Newcastle  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Redmond  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of ~~Rentrention~~  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Sammamish  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Woodinville  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

King County  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

Town of Beaux Arts Village  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Clyde Hill  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

Town of Hunts Point  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Medina  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

Town of Yarrow Point  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Carnation  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Duvall  
By:

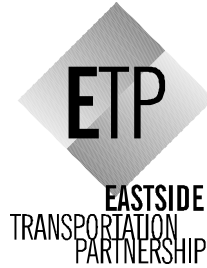
\_\_\_\_\_  
Date: \_\_\_\_\_

City of North Bend  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_

City of Snoqualmie  
By:

\_\_\_\_\_  
Date: \_\_\_\_\_



# Eastside Transportation Partnership (ETP) Operating Procedures

Updated 2/9/2024[DATE]

The purpose of these procedures is to establish rules of procedure consistent with the provisions of the adopted agreement to guide the conduct of business of the Eastside Transportation Partnership (ETP), ~~and its Technical Advisory Committee (TAC)~~. These procedures shall be reviewed and revised as needed.

## EASTSIDE TRANSPORTATION PARTNERSHIP (ETP)

1. Purpose: The ETP shall serve as a central forum for information sharing, consensus building, and coordinating to resolve transportation issues, and establish priorities for implementing transportation projects and programs on the Eastside of Lake Washington. Our vision is an efficient, safe ~~and congestion-free~~ system for moving eonnecting people, goods and communities.
2. Mission: On behalf of East King County communities, Eastside Transportation Partnership advocates for multi-modal-mobility solutions through policy, planning and project priority recommendations.
3. Role: The ETP is the forum established for the Eastside of Lake Washington in King County at which elected officials, including representatives from Snohomish County, may provide input into the following decisions:
  - A. Administrative issues, such as additional members and use of dues.
  - B. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council Transportation Policy Board.
  - C. Recommendations to Sound Transit on policies and capital and service plans and implementation.
  - D. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
  - E. Recommendations to WSDOT on policies, programs, and projects.

- F. Recommendations to the PSRC on plans, policies, programs, and projects such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
- G. Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
- H. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.
- I. Letters of support for transportation projects.
- ~~A. Recommendations for Federal and State transportation legislation, regional project identification, and Countywide project selection~~
- ~~B. Development and changes to the King County Metro Strategic Plan for Public Transportation and implementation of transit service priorities~~
- ~~C. Recommendations to Sound Transit on its plans and implementation of projects and services, consistent with the principle of subarea equity and other financial policies.~~
- ~~D. Coordination with the South County Area Transportation board and the SeaShore Transportation Forum on national, state, countywide and regional transportation issues.~~
- ~~E. Other transportation related issues as the members determine.~~

4. Membership and Voting Rights:

The voting members of ETP and their voting rights shall be as follows:

Voting Members	Number of Reps./ <u>Vo</u> tes	Voting Rights				
		Membership and Dues <sup>1</sup>	Sound Transit <sup>2</sup>	Metro Transit <sup>3</sup>	Regional Competition <sup>4</sup>	Other <sup>5</sup>
Bellevue	2	Yes	Yes	Yes	Yes	Yes
Bothell	2	Yes	Yes	Yes	Yes	Yes

<sup>1</sup>Administrative issues, such as additional members and use of dues

<sup>2</sup> Recommendations to Sound Transit on policies and capital and service plans and implementation

<sup>3</sup> Recommendations to King County Metro Transit on policies and capital and service plans and implementation

<sup>4</sup> Identification of projects for the regional competition, if prescribed by process approved by the King County caucus of the Transportation Policy Board (~~\*projects in Renton north of the Cedar River~~)

<sup>5</sup> Other recommendations including

- Recommendations to WSDOT on policies, programs and projects.
- Recommendations to the PSRC on plans, policies, programs and projects such as the Transportation 2040 update and regional funding policies, strategies or programs.
- ~~Input~~ Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
- Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

Kirkland	2	Yes	Yes	Yes	Yes	Yes
Issaquah	2	Yes	Yes	Yes	Yes	Yes
Mercer Island	2	Yes	Yes	Yes	Yes	Yes
Newcastle	2	Yes	Yes	Yes	Yes	Yes
Redmond	2	Yes	Yes	Yes	Yes	Yes
Renton	2	Yes	Yes	<del>Yes</del> No	Yes*	Yes
Kenmore	2	Yes	Yes	Yes	Yes	Yes
Sammamish	2	Yes	Yes	Yes	Yes	Yes
Woodinville	2	Yes	Yes	Yes	Yes	Yes
Small Cities Coalition	2 (shared)	Yes	Yes	Yes	Yes	Yes
Snoqualmie Valley Cities	2 (shared)	Yes	No	Yes	Yes	Yes
King County	3	Yes	Yes	Yes	Yes	Yes
Snohomish County (LIMITED)	1	No	No	No	No	Yes
<b>Votes Req. for Quorum:</b>						
		<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>16</b>

The non-voting members of ETP shall be as follows:

Non-Voting Member	Number of Representatives
Sound Transit	1
PSRC	1
WSDOT	1
TIB	1
Community Transit	1
Port of Seattle	1
Washington State Transportation Commission	1
<del>Eastside Transportation Choices Coalition</del>	<del>1</del>
<del>Eastside Transportation Association</del>	<del>1</del>

Voting membership in ETP should be limited to jurisdictions located within ETP’s existing boundaries, which currently extend into southern Snohomish County and include Duvall. Members representing local jurisdictions shall be elected officials selected by their respective jurisdictions for a one-year term.

~~Selection of members shall occur prior to election of officers in January.~~

Alternates shall be designated in writing. Designated alternates may vote in place of designated representatives in the absence of the designated representative.

When designated representatives are present, designated alternatives may still sit at the table if space is available. A designated alternate shall not take the place, and assume the voting rights, of a designated representative at the table unless the designated representative permanently leaves the meeting.

~~Existing or new cities legally formed under the laws of incorporation of the State of Washington may petition the Partnership for membership during the annual open enrollment period (February 1 through March 15). The number of Partnership representatives and the voting status of new member jurisdictions shall be determined by a unanimous vote of the parties to the agreement at a regular meeting.~~

A. Parliamentary Procedure:

1. Robert's Rules of Order Newly Revised will be the default parliamentary procedure used to conduct ETP meetings, with inclusion of the following provisos.
2. In any conflict between the Procedures and Robert's Rules, the Procedures shall govern.
3. The Chair will be allowed to participate in debate.
4. No speakers "for" or "against" will be required on a motion.
5. A quorum of fifty percent (50%) plus one (1) of voting members shown in the voting rights table in Section IV is required for ETP to vote on any motion at a meeting.
6. To achieve a majority vote, abstentions are not counted and do not impact the outcome. Only votes cast in the affirmative and negative are considered to determine the majority position.
7. The Chair will be responsible for acting as, or designating, a parliamentarian.

B. Voting:

- ~~1.~~ Representation: Voting members are to represent their respective jurisdictions in stating positions and voting on issues and recommendations. If only one representative from a jurisdiction is present and there are no designated alternates present, the attending representative may wield both of the jurisdiction's votes.
- ~~2.~~ An individual cannot simultaneously serve as a representative for more than one ETP member at a time. Name cards displayed at ETP meetings should correctly identify the individual's sole representative capacity.
- ~~3.1.~~
- 4.2. ETP Positions: It is ETP's intent to bring positions forward with consensus.
- ~~5.~~ Dual Membership: Jurisdictions which participate in more than one subarea shall select one subarea through which they will submit their projects for the regional project competition.
- ~~6.3.~~ Action Items: Items to be addressed or voted on at the next ETP meeting shall be announced at the prior regular meeting, so that respective jurisdictions will have an adequate opportunity to seek input from their



colleagues and/or staff, except as allowed under Emergency Action. Special notification of announced, upcoming action items shall be transmitted to each member and jurisdiction to arrive within three business days of the meeting where the announcement was made.

7.4. Emergency Action: Emergency Action can be taken with approval of two thirds of voting members to suspend this requirement and take action on an issue in the same meeting that it was introduced.

8.5. Adoption and Amendment of Procedures: ETP may, by a majority of those voting members present at a regular meeting, may adopt or amend its procedures as it determines necessary. Action to approve or amend procedures shall be introduced at one meeting and scheduled for action at a subsequent meeting.

C. Officers:

1. Chair and Vice Chair(s): The Chair and Vice Chair(s) shall be elected by a majority of the voting representatives on the ETP, and each shall be a representative of a voting member county or city. The Chair and Vice Chair(s) shall be responsible for:
  - a. Setting the meeting agendas,
  - b. running meetings,
  - c. conducting and ensuring fair opportunity for discussion, and
  - d. signing correspondence and speaking on behalf of ETP.

If the Chair is absent from a meeting, a Vice-Chair shall serve as the Acting Chair.

2. ETP may elect Co-Chairs who share the responsibilities listed in this section.

2.3. Term of Office: One year. ~~from February. Nominations of officers shall be made in December, and voting shall occur in January.~~

3.4. Vacancy in Officer Positions: In the event of a vacancy in the position of Chair or Vice-Chair, the ETP may appoint a voting-member(s) to fill that vacancy on an interim basis until such time as a new officer(s) is/are elected. Interim appointments are to be made by majority vote of those ETP members present at a regular meeting where the appointee is also present.

- D. Meeting Schedule: The regular meeting date for the Eastside Transportation Partnership shall be the second Friday of the month, from 7:30:00 a.m. to 9:30 a.m. The Chair, in his or her discretion, may revise the date or length of a meeting with reasonable advance notice based on the expected agenda, or to

respond to critical deadlines for ETP input. All jurisdiction staff shall support meetings that are requested in addition to the regular monthly business meeting.

- E. Meeting Location: ETP meetings may be hybrid through a public online option and/or at an appropriate location within the Eastside. If meetings are unable to be in person due to unforeseen external circumstances ~~such as an ongoing pandemic~~, meetings may be held virtually online with appropriate notice to members.
  - F. Agendas and Materials: The agenda package, including the agenda and minutes of the previous meeting, shall be distributed in advance of the meeting. Additional materials may be included in the agenda packet. ~~When requested or referred by ETP, the TAC may consider resolutions or items introduced before presentation to the Partnership for action. The Chair may also refer such resolutions or items to the TAC when appropriate or necessary.~~
  - G. Subcommittees:
    - 1. Formation: ETP may establish subcommittees to study issues and develop recommendations for consideration by the full body. Subcommittees may include non- voting members or staff, but only voting members and limited voting members shall vote in accordance with Section IV. Subcommittees shall be selected by the Chair from volunteers or as the Chair requests.
    - ~~2. Membership: Subcommittees shall not include more than one voting member from a particular jurisdiction, unless the subcommittee chair waives this requirement.~~
    - ~~3.2.~~ 3.2. Actions: Subcommittees shall seek to develop recommendations by consensus.
5. ETP Actions:
- A. Types of Actions ETP Can Take: With a majority vote of those voting members present, the Partnership can adopt resolutions in support of member jurisdictions; or regional activities, authorize studies or approve correspondence and requests for information.
  - B. Minority Statements: Any individual voting member shall have the right at the time of a vote to request that a statement of a minority position be included in ETP communications or otherwise distributed with an approved ETP statement.

~~C. ETP Work Program~~

- ~~1. The ETP shall adopt a work program for the upcoming year and determine any necessary changes to these procedures or additional studies or funding required.~~
- ~~2. As necessary, revisions to the ETP plan shall be considered.~~
- ~~3. Implementation of ETP plans and recommendations shall be a priority in the work program.~~

#### ~~6. Technical Advisory Committee (TAC)~~

- ~~A. Purpose: The TAC shall provide technical assistance as requested by the Partnership and shall advise the Partnership on emergent transportation issues for the Partnership's consideration.~~
- ~~B. Membership: Membership on the Technical Advisory Committee (TAC) shall be limited to staff from voting member counties and cities. Members of agencies, other groups or private citizens may attend TAC meetings. Each voting member jurisdiction or agency shall appoint an appropriate staff person to the Technical Advisory Committee.~~
- ~~C. TAC Recommendations: When appropriate, the TAC shall provide the Partnership with recommendations consideration. TAC member agencies or jurisdictions seeking Partnership action shall be responsible for preparing draft TAC Recommendations for consideration by the TAC. Dissenting opinions and/or alternative actions may be included.~~
- ~~D. TAC Process for Project Selection: Any process for project prioritization and selection used by the TAC, including criteria and rankings, shall be presented to ETP and approved in advance of its application. Following application of any approved process, ETP shall approve a project list.~~

#### ~~7.6. Other~~

- A. Standard Agenda: The ETP agenda shall follow this standard format unless unusual circumstances require a different arrangement.

1. Call to Order
- ~~1.2. Reports and Communications~~
- 2.3. Public Comment: At the Chair's discretion, comments may be taken from the public. The Chair should call on members of the public wishing to make comments. Public comment should be germane to the purview of ETP and limited to two minutes. ~~Public comment must not include obscene speech, personal attacks, or hate speech.~~

3.4. Review and Approval of the Minutes of the Previous Meeting

4.5. Major Agenda Topics (one or two topics; time must be allowed for Partnership questions and discussion.)

~~5.—Reports~~

6. Good of the Order

B. Staff Support:

1. Lead Staffing Agency: King County will be the Staffing Agency through the end of the term of the Eastside Transportation Partnership Agreement.

2. Responsibilities: The Staffing Agency will provide general administrative and program support for the ETP.

- a. maintaining the ~~board~~ membership rosters and distribution lists;
- b. arranging for ~~board~~ meetings, including scheduling, agendas and rooms;
- c. collecting, administering and disbursing ~~board~~ dues;
- d. providing ~~board~~-meeting support to the chair(s) or co-chairs and vice chair(s);
- e. attending ~~board~~-meetings; and
- f. preparing ~~board~~ meeting summaries.

C. Other Support: Each member jurisdiction is expected to contribute such staff as is necessary to accomplish agreed upon tasks. ~~All TAC members shall share responsibility for the drafting of materials and recommendations.~~

D. Cost Sharing Guidelines:

1. Annual Review of Financing: The Eastside Transportation Partnership shall determine by June 30 of each year whether annual dues of \$100 per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year. Additionally, King County will provide the Eastside Transportation Partnership a status update on funds collected and funds remaining by June 30 of each year.

2. Yearly Dues: The Lead Agency may bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the Eastside Transportation Partnership, and included in the operating procedures. Revenue from dues shall be used for refreshments, room rentals, speaker fees, special events, public education, or other expenses authorized by the

Eastside Transportation Partnership. The designated Lead Agency shall not be required to pay yearly dues.

- ~~1. Yearly Dues: The board members may pay a minimum \$100 per voting member in annual dues to remain in good standing. The Lead Agency may bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by non-voting members, will be determined by the board and included in the operating procedures. Revenue from dues shall be used for refreshments, room rentals, speaker fees, special events, public education, or other expenses authorized by the board. The designated Lead Agency shall not be required to pay yearly dues.~~
- ~~2. Annual Review of Financing: The board shall determine by June 30 of each year whether additional annual dues above \$100 per voting member will be required of the board member jurisdictions for the following year.~~
3. Additional financial contributions: If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for other than King County to recuse itself from further financial obligations. Recused members, or by a method as determined by action of the ETP board, may not vote on determining the additional financial contribution or uses for the additional funds.
4. Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.



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

**AB 6631  
March 4, 2025  
Regular Business**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB 6631: Board & Commission Vacancy Appointment (Resolution No. 1670)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Appoint a member to the vacant position on the Arts Council.	

<b>DEPARTMENT:</b>	City Council
<b>STAFF:</b>	Salim Nice, Mayor Andrea Larson, City Clerk
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	<ol style="list-style-type: none"> <li>1. 2025 Arts Council Vacancy</li> <li>2. List of Arts Council Applicants</li> <li>3. City Council Rules of Procedure, Section 8</li> <li>4. Resolution No. 1670</li> </ol>
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

**EXECUTIVE SUMMARY**

The purpose of this agenda bill is to appoint a member to the vacant position (No. 3, expiring May 31, 2026) on the Arts Council.

**ISSUE/DISCUSSION**

**RECRUITMENT PROCESS**

The Arts Council vacancy (Exhibit 1) was advertised across several platforms, including a website news release, City Manager Reports, the MI Weekly newsletter, social media, and City Council and boards and commission meetings in February.

All board and commission members were encouraged to reach out to community members that might be willing to volunteer to apply for a position.

In response to outreach efforts, four applications (Exhibit 2) were received by the February 25, 2025, deadline. The application materials were forwarded to the City Council for review on February 26, 2025.

## APPOINTMENT PROCESS

The board and commission appointment process (Exhibit 3, [City Council Rules of Procedure](#), specifically Section 8.12) provides that all appointments are made by a vote of the City Council during a regularly scheduled meeting. Each Councilmember will complete a written ballot, casting a vote for the identified open seat on a board or commission. If there is more than one open seat on a board or commission, then each position will be voted on separately (the position with the longest term will be voted on first). Councilmembers attending the meeting virtually, ballots will be submitted to the City Clerk via email to comply with the Rules of Procedure and [RCW 42.30.060\(2\)](#). The City Clerk will read aloud the votes by each Councilmember.

The applicant that receives the most votes, provided they have received a minimum of four votes, will be appointed to the open position on the Arts Council.

The names of the applicant selected, along with the position number, will be added to a resolution (see Exhibit 4), with final approval required by a vote of the City Council.

## RECOMMENDED ACTIONS

1. Vote on applicants to fill Position No. 3 (expiring May 31, 2026) on the Arts Council.
2. Approve Resolution No. 1670, appointing a new member to the Arts Council.

## 2025 Arts Council Appointment

BOARD OR COMMISSION	POS #	TERM EXP	CURRENT MEMBER	DATE APPOINTED	RECOMMENDATION
1	Arts Council	3	2026	VACANT	
<b>Term Limits as defined in MICC</b>					
<b>Arts Council</b> MICC 3.55.030(B)(4)		Term limits. Preference shall be given to applicants who have served fewer than two full consecutive terms. If a member is appointed to a vacancy with two or more years remaining on the term, that term will be deemed a full term. If a member is appointed to a vacancy with less than two years remaining in the term, that term will not count toward the two-consecutive-term limit. In the event there are two or more applicants for a position, and an applicant has previously served two full consecutive terms, preference shall be given to the applicant(s) who has not previously served two full consecutive terms.			
<b>Design Commission</b> MICC 3.34.030(B)(4)		Term limits. No member shall serve more than two consecutive terms. If a member is appointed to a vacancy with two or more years remaining on the term, that term will be deemed a full term. If a member is appointed to a vacancy with less than two years remaining in the term, that term will not count toward the two-consecutive-term limit.			
<b>Open Space Conservancy Trust Board</b> Ordinance No. 96-002		n/a			
<b>Parks &amp; Recreation Commission</b> MICC 3.53.030(B)(4)		Term limits. No member shall serve more than two consecutive terms. If a member is appointed to a vacancy with two or more years remaining on the term, that term will be deemed a full term. If a member is appointed to a vacancy with less than two years remaining in the term, that term will not count toward the two-consecutive-term limit.			
<b>Planning Commission</b> MICC 3.46.030(B)(4)		Term limits. No member shall serve more than two consecutive terms. If a member is appointed to a vacancy with two or more years remaining on the term, that term will be deemed a full term. If a member is appointed to a vacancy with less than two years remaining in the term, that term will not count toward the two-consecutive-term limit.			
<b>Utility Board</b> MICC 3.52.030(B)(4)		Term limits. Preference shall be given to applicants who have served fewer than two full consecutive terms. If a member is appointed to a vacancy with two or more years remaining on the term, that term will be deemed a full term. If a member is appointed to a vacancy with less than two years remaining in the term, that term will not count toward the two-consecutive-term limit. In the event there are two or more applicants for a position, and an applicant has previously served two full consecutive terms, preference shall be given to the applicant(s) who has not previously served two full consecutive terms.			



**Arts Council Applications Received – February 2025 Vacancy**

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<b>Name</b>	<b>Comments</b>
1 Linda Gamroth	
2 Severine Pathak	
3 James Seeks	
4 Katie Kratzer	

## SECTION 8. CITY ADVISORY BOARDS AND COMMISSIONS

- 8.1** Mercer Island's advisory boards and commissions provide an invaluable service to the City. Their advice on a wide variety of subjects aids the City Council in the decision-making process. Effective resident participation is an invaluable tool for representative government.
- 8.2** These advisory bodies originate from different sources. Some are established by [Title 3](#) of the Mercer Island City Code while others are established by motion or ordinance of the City Council. It is at the discretion of the City Council as to whether any advisory body should be established by ordinance. The following advisory boards and commissions are established:
- A.** Design Commission
  - B.** Planning Commission
  - C.** Utility Board
  - D.** Mercer Island Arts Council
  - E.** Open Space Conservancy Trust Board
  - F.** Parks & Recreation Commission
- 8.3** Each board and commission shall adopt rules of procedure (or bylaws) to guide governance of its board or commission, including the number of meetings unless set forth in a resolution or ordinance or unless the number of meetings adversely impacts City staff resources, as determined by the City Manager.
- 8.4** The City Council may dissolve any advisory body that, in its opinion, has completed its working function or for any other reason.
- 8.5** Lengths of terms vary from one advisory body to another, but in all cases overlapping terms are intended.
- 8.6** All meetings of advisory bodies are open to the public in accordance with Chapter 42.30 RCW, [Open Public Meetings Act](#), and require a minimum 24-hour advance written notice.
- 8.7** Members may be removed from any advisory board or commission prior to the expiration of their terms of office, in accordance with the provisions of the ordinance or resolution establishing such advisory board or commission.
- 8.8** All members of advisory boards and commissions shall sign a statement acknowledging they have received, read, and agree to be bound by the City's Code of Ethics, MICC Chapter 2.60 and RCW Chapter 42.23. The City shall provide new members with a presentation on the Code of Ethics. If the required Code of Ethics presentation has not

been completed within **45** days of appointment, the member will be referred to City Council Leadership for potential removal.

- 8.9** The City Council transmits referrals for information or action through the City Manager and the City Council liaison to the advisory boards and commissions. Staff liaisons, on behalf of advisory boards and commissions, transmit findings, recommendations, reports, etc., to the full City Council as part of the City Council Agenda Packet.
- 8.10** The City Manager shall appoint City staff to assist advisory boards and commissions. City staff are not employees of such bodies and take direction only from the Department Director or the City Manager. Boards and commissions shall not direct City staff to perform research, gather information, or otherwise engage in activities involving projects or matters that are not listed on the work plan unless approved by the City Council or City Manager.
- 8.11** As part of the biennial budget process, the City Council shall adopt a citywide work plan. Staff liaisons shall present the work plan to the boards and commissions and set the appropriate meeting schedule to achieve the deliverables in the work plan.
- 8.12 Appointment Process.** Annually, the City Clerk will advertise for applicants to fill expiring positions on the boards and commissions as follows, unless otherwise provided by law:
- A.** Available positions are advertised.
  - B.** Once the application deadline has passed, all applications received by the deadline will be forwarded to the City Council for review.
  - C.** The City Clerk will include the appointment process on the agenda for the next regularly scheduled City Council meeting.
  - D.** The City Clerk will prepare a ballot for each board or commission, listing applicants alphabetically by last name.
  - E.** The voting process for appointment to each board and commission shall be as follows:
    1. Each City Councilmember completes a written ballot, casting a vote for the identified open seat on the board or commission. If there is more than one open seat on a board or commission, then each position will be voted on separately. If there are multiple positions open for a given board or commission, the position(s) with the longest term shall be voted on first.
    2. The City Clerk will collect the ballots, tally the votes, and read aloud the votes and outcome of the voting process.
    3. The applicant that receives the most votes, provided they have received a minimum of four votes, will be appointed to the open seat on the board or commission. In the event of a tie or if no applicant receives four votes, the procedures in Section 8.12(E)(4) and (5) shall be followed.

4. If no applicant receives a minimum of four votes, a second round of voting will take place utilizing the following process:
    - a. Applicants receiving one or no votes in the first round will be dropped from the ballot and Councilmembers will re-vote on the remaining applicants. If more than one candidate has only one vote, the Mayor will recommend an appropriate procedure for breaking the tie, subject to approval by the Council.
    - b. Voting will continue until an applicant receives the four-vote minimum.
  5. If a tie exists after the first vote or in a subsequent round of voting, and a tiebreaker is necessary to make an appointment, a tiebreaker vote will be conducted utilizing the following process:
    - a. Councilmembers will vote on the applicants that are tied and all other applicants will be eliminated from the voting process.
    - b. If after three successive votes a tie still exists, the names of all the applicants that are tied will be put into a hat and the City Clerk will draw out one of the names. The name that is drawn will be appointed to the open seat.
  6. The Mayor may call for a recess at any time during the voting process to allow Councilmembers to caucus. Caution should be exercised during a caucus to avoid “serial meetings” as these types of discussions are not allowed under the Open Public Meetings Act.
  7. The names of the applicant(s) selected will be added to a Resolution, with final approval required by a vote of the City Council.
- F.** Letters will be sent to all applicants informing them of their appointment or thanking them for applying. Staff liaisons will contact new appointees in advance of the first board or commission meeting.

### **8.13 Vacancies.**

- A.** When vacancies occur, they are filled for the unexpired terms in the same manner as described in Section 8.12. If there is more than one vacancy to fill on a board or commission, the position with the longest term will be voted on first. The City Council will be notified of vacancies so they may encourage residents to apply.
- B.** In the event a vacancy occurs mid-term, the City Council shall appoint a person to fill the unexpired term within 60 days, or as soon as reasonably practicable.
- C.** If the mid-term vacancy occurs for a position with six months or less remaining in the term, the City Council may elect to fill the unexpired term and the next four-year term concurrently.

**8.14 Open Government Training Requirement.** Within 45 days of the appointment to a board or commission, all new members must complete the Open Government Trainings Act requirements, which includes training on the Open Public Meetings Act, the Public Records Act, and public records retention. Members will provide proof of completion of

these trainings to the City Clerk. If the required Open Government Trainings have not been completed within 45 days of appointment, the member will be referred to City Council Leadership for potential removal.

**8.15 City Council Liaison Roles & Duties.** The Mayor (in consultation with the Deputy Mayor) may appoint a City Council liaison for certain boards or commissions. The City Council liaison shall report objectively on the activities of both the City Council and the advisory group. The specific duties of a City Council liaison are as follows:

- A.** Attend meetings of the board or commission and report back to the City Council on the business that is being discussed.
- B.** May participate in the discussion of the board or commission to represent the position of the majority of the City Council (if known) and will be cognizant not to unduly influence the discussion of the board or commission. Liaisons will not vote on any matter (except for the Open Space Conservancy Trust as the City Council Liaison is a voting member).
- C.** Represent the majority City Council position, if known.
- D.** Participate in a manner that will not intimidate, unduly influence, or inhibit the members, meetings or the operations of the board or commission. Make comments in a positive manner to promote positive interaction between the City Council and the board or commission.
- E.** Provide regular and timely reports to the City Council at regular City Council meetings. Take the lead on discussion items before the City Council which pertain to the assigned board or commission.
- F.** Provide input to the City Council regarding potential candidates for appointment to the board or commission.

CITY OF MERCER ISLAND, WASHINGTON  
RESOLUTION NO. 1670

A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON  
APPOINTING MEMBERS TO THE MERCER ISLAND BOARDS AND  
COMMISSIONS

WHEREAS, Mercer Island's advisory boards and commissions provide an invaluable service to the City and their advice on a wide variety of subjects aids the City Council in the decision-making process; and

WHEREAS, there is currently one vacancy on the City Council Boards and Commissions; and

WHEREAS, the City Clerk solicited applications for said position; and

WHEREAS, the appointment for each board and commission is established by ordinance and is to be made by a vote of the City Council during a regularly scheduled meeting.

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

**Section 1. Appointment of Arts Council.** Pursuant to MICC 3.55.030(C), the City Council hereby appoints the following individual to the Mercer Island Arts Council for the designated term hereafter set forth:

\_\_\_\_\_ Position #3 Term Expires May 31, 2026

**Section 2. Open Government Training Requirement.** Within 45 days of the appointment to a board or commission, all new members must complete the Open Government Trainings Act requirements, which includes training on the Open Public Meetings Act, the Public Records Act, and public records retention. Members will provide proof of completion of these trainings to the City Clerk. If the required Open Government Trainings have not been completed within 45 days of appointment, the member will be referred to City Council Leadership for potential removal.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON MARCH 4, 2025.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Salim Nice, Mayor

ATTEST:

\_\_\_\_\_  
Andrea Larson, City Clerk



# BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6632**  
**March 4, 2025**  
**Regular Business**

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6632: Public Hearing on Interim Regulations Related to Unit Lot Subdivisions (SB 5258) in Title 19 MICC (First Reading, Ordinance No. 25C-06)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Hold public hearing and schedule a second reading of Ordinance No. 25C-06 for March 18, 2025.	

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Jeff Thomas, Community Planning and Development Director Alison Van Gorp, Community Planning and Development Deputy Director
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	n/a
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

## EXECUTIVE SUMMARY

The purpose of this agenda bill is to hold a public hearing on proposed interim development regulations to add unit lot subdivision regulations to the Mercer Island City Code Chapter 19.08 as required by SB 5258 (2023).

- In 2023, the Washington State legislature passed [SB 5258](#) establishing new requirements for development on residential lots in Washington cities, including Mercer Island.
- Mercer Island must permit unit lot subdivision, allowing existing “parent lots” to be split into “unit lots” that provide for individual sale and ownership of middle housing and accessory dwelling units.
- Ordinance No. 25C-06 will enact interim development regulations to provide minimum compliance with SB 5258. Permanent development regulations will be developed in the future with additional community engagement, analysis of policy options and refinement of the interim development regulations.

## BACKGROUND

In 2023, the Washington State Legislature adopted [SB 5258](#). SB 5258 primarily concerns construction defect claims in condominiums. However, Section 11 of the legislation includes a requirement, codified at [RCW 58.17.060\(3\)](#), that local jurisdictions “include in their short plat regulations procedures for unit lot subdivisions allowing division of a parent lot into separately owned unit lots...”

The Department of Commerce (Commerce) [Middle Housing User Guide](#) addresses this requirement and how it aligns with the middle housing requirements in HB 1110. Commerce also recently published additional draft guidance: [Unit Lot Subdivision Fact Sheet](#). Unit lot subdivision allows the land beneath detached single family housing, accessory dwelling units or middle housing where no units are stacked on another unit, to be divided for individual sale.

Under state law (RCW 58.17.060(3)), unit lot subdivision is a type of short subdivision. The Mercer Island City Code defines a short subdivision as “a subdivision consisting of four or less lots on four or less acres.” Together these requirements will enable parent lots to be divided into up to four unit lots for individual sale and ownership. Any portion of the parent lot not included in the unit lots must be owned in common by the owners of the unit lots, or by a homeowner’s association. This commonly held land could include shared open space and driveways.

Unit lot subdivision allows unit lots to be sold separately under fee simple ownership. “Fee simple” is a legal term that refers to full ownership of land and any buildings on that land. Unit lot subdivisions can be approved prior to, during, or after development. For example, the backyard of an existing home can be divided into unit lots for sale to a developer that intends to add middle housing or ADUs to the property. Likewise, vacant land can be divided through unit lot subdivision for development and individual sale of middle housing units such as townhomes. Finally, unit lot subdivision could also be used to sell an existing detached ADU for ownership separate from the primary unit.

Unit lot subdivision can be used with all forms of non-stacked housing, including single-family, middle housing, and ADUs. Unit lot subdivision is not appropriate for stacked flats, apartments, or configurations where one unit is stacked on top of another unit. [RCW 36.70A.635](#) also requires cities to allow zero lot line subdivision. This means that attached housing forms, including townhomes and duplexes, can be built on separate unit lots with no setback between the housing units. This type of land division is commonly used for townhomes, and it can also be used with side-by-side duplexes, triplexes and fourplexes as well as other non-stacked orientations of middle housing and ADUs (see Figure 1 for examples).

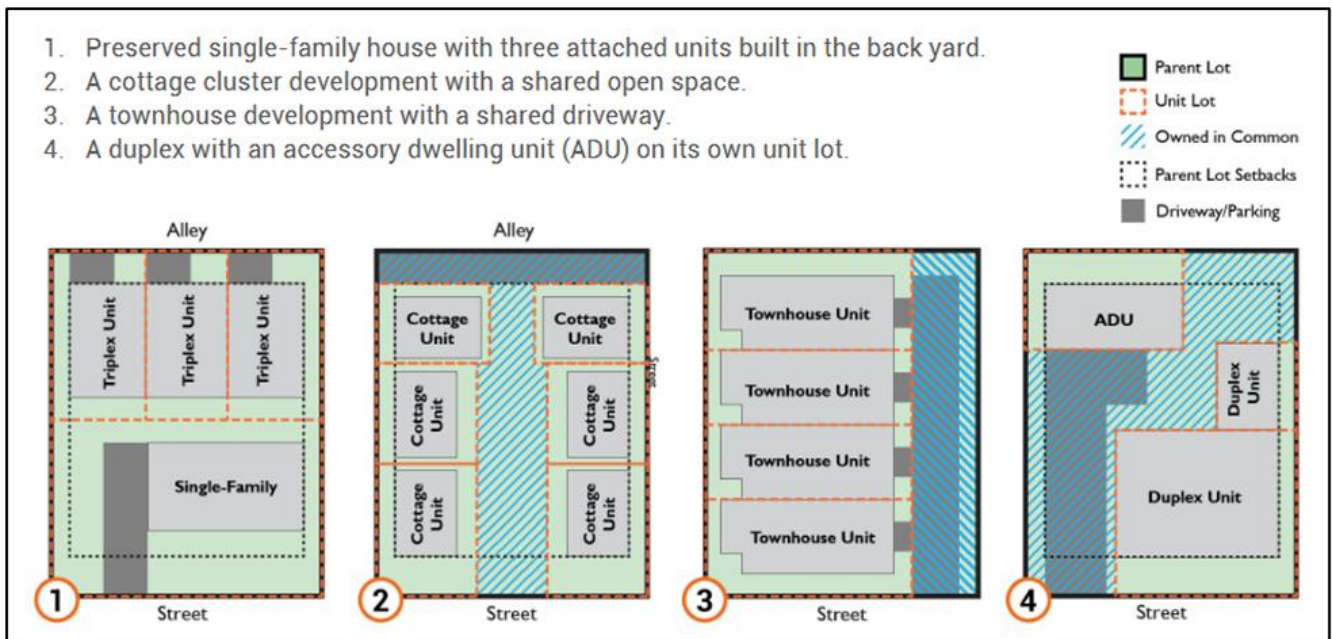


Figure 1: Unit Lot Subdivision Examples



## APPROACH AND SCOPE OF WORK

Initial compliance with [SB 5258](#) unit lot subdivision requirements will be achieved via adoption of interim development regulations. This initial phase will focus on complying with the minimum requirements of the legislation, as described above. The City is planning a future second phase of work aimed at adopting permanent development regulations. This second phase will include additional community engagement and refinement of the interim development regulations.

## ISSUE/DISCUSSION

### ORDINANCE NO. 25C-06

Ordinance No. 25C-06 will enact interim development regulations to comply with the provisions of SB 5258. The ordinance includes the following amendments:

- Adds a new section to the City's subdivision regulations, MICC 19.08.080 Fee Simple Unit Lot Subdivisions. This section enables the creation of unit lot subdivisions using the City's existing short plat process.
- Adds Preliminary Unit Lot Subdivision and Final Unit Lot Subdivision to the City's Land Use Review Type table in MICC 19.15.030
- Adds definitions for Parent Lot and Unit Lot in MICC 19.16.010

The draft ordinance applies development standards established for the underlying zoning designation to the parent lot. This includes setbacks, maximum floor area, and other dimensional standards. Thus, unit lots do not need to individually comply with setbacks and no setback is required between housing units on separate unit lots. Additionally, unit lots do not have prescribed requirements for length, width or area. Parking standards are also established by the development regulations for the underlying zoning designation. Parking can be provided on a different unit lot or tract from the unit lot with the dwelling, if the right to use the parking is established with an easement or on the final plat. The final plat for a unit lot subdivision must indicate that each unit lot is not a separate buildable lot and that additional development of unit lots may be limited as a result of the application of development standards to the parent lot.

## NEXT STEPS

Second reading of Ordinance No. 25C-06 is planned for March 18. The ordinance is drafted with an effective date of June 30, 2025, the date that the Middle Housing and Accessory Dwelling Unit regulations required by HB 1110 and HB 1337 will take effect. City staff will use the time between adoption of the ordinance and this effective date to update the City website and permit forms and train permit review staff on the regulatory changes.

## RECOMMENDED ACTION

Hold public hearing and schedule a second reading of Ordinance No. 25C-06 on March 18, 2025.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 25C-06**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, AMENDING TITLE 19 MICC TO COMPLY WITH UNIT LOT SUBDIVISION REQUIREMENTS IN HB 5258 ON AN INTERIM BASIS; ADOPTING A WORK PLAN; 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 2023 the Washington State legislature passed Engrossed Second Substitute Senate Bill (E2SSB) 5258 (chapter 337, Laws of 2023) related to condominiums and townhomes, construction and sale, various provisions; and

**WHEREAS**, in passing E2SSB 5258 (chapter 337, Laws of 2023) the State legislature sought to increase the supply and affordability of condominium units and townhouses as an option for homeownership; and

**WHEREAS**, E2SSB 5258 (chapter 337, Laws of 2023), Section 11 amends the subdivision requirements codified in the Revised Code of Washington (RCW) section 58.17.060 to add a requirement that local jurisdictions allow unit lot subdivision; and

**WHEREAS**, adoption of the ordinance will bring the City of Mercer Island into compliance with RCW 58.17.060 and will serve the general welfare of the public;

**WHEREAS**, the City is authorized under RCW 35A.63.220 and 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 RCW 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**, the City Council held a duly noticed public hearing on March 4, 2025 regarding this interim zoning and official control ordinance;

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

**Section 1: Whereas Clauses Adopted.** The "Whereas Clauses" set forth in the recitals of this ordinance are adopted as the findings and conclusions of the City Council for passing this ordinance.

- Section 2:** **Section 19.08.080 MICC, Single-family, Addition.** MICC Section 19.08.080, Fee Simple Unit Lot Subdivision, is added as shown in Exhibit B.
- Section 3:** **Section 19.15.030 MICC, Land Use Review Types, Amended.** MICC Section 19.15.030, Land Use Review Types, is amended as shown in Exhibit B.
- Section 4:** **Section 19.16.010 MICC, Definitions, Amended.** MICC Section 19.16.010, Definitions, is amended as shown in Exhibit B.
- Section 5:** **Duration of Interim Zoning and Official Controls.** The interim zoning and official controls adopted in sections 2, 3, and 4 of this ordinance shall be effective for a period of one year, unless repealed, extended, or modified by the City Council.
- Section 7:** **Adoption of Work Plan.** The work plan attached to this ordinance as Exhibit A is adopted.
- Section 8:** **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 9:** **Effective Date.** This ordinance shall take effect and be in force on June 30, 2025, provided 5 days have passed since its passage and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON MARCH \_\_\_\_, 2025.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Salim Nice, Mayor

Approved as to Form:

ATTEST:

\_\_\_\_\_  
Bio Park, City Attorney

\_\_\_\_\_  
Andrea Larson, City Clerk

Date of Publication: \_\_\_\_\_

## Exhibit A

### Unit Lot Subdivision Code Amendments Work Plan

<p>A. Technical analysis and staff recommendation</p> <ul style="list-style-type: none"> <li>a. Review peer city approaches and any relevant state legislation adopted after the interim development regulations</li> <li>b. Prepare a staff recommendation and begin drafting a code amendment based on the above information</li> <li>c. Prepare a SEPA Checklist and determination on the proposed amendment, provide notification to state agencies and tribes</li> </ul>	<p>Q3, Q4 2025</p>
<p>B. Planning Commission review and recommendation on a draft code amendment</p> <ul style="list-style-type: none"> <li>a. Public outreach, including public hearing</li> <li>b. Approximately 3 points of review by the commission – study session, public hearing, and recommendation</li> </ul>	<p>Q1 2026</p>
<p>C. City Council review and approval of code amendment</p> <ul style="list-style-type: none"> <li>a. First and second reading of the ordinance</li> </ul>	<p>Q2 2026</p>

## Exhibit B

### 19.08.080 Fee Simple Unit Lot Subdivisions

- A. Purpose. The primary purpose of these provisions is to allow for the creation of fee simple unit lots for developments with more than one dwelling unit including attached housing and ADUs while applying only those site development standards applicable to the parent lot as a whole.
- B. Development Standards. Overall development of the parent lot shall meet the bulk development and design standards of the underlying land use district applicable at the time the permit application is vested. As a result of the subdivision, development on individual unit lots may be nonconforming as to some or all of the development standards of this title based on analysis of the individual unit lot, provided that development standards for the parent lot are met.
- C. Unit lot subdivisions and subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent lot.
- D. Access. Private access drives are allowed to provide access to dwellings and off-street parking areas within a unit lot subdivision. Access, joint use and maintenance agreements shall be executed for use of common garage or parking areas, common open area and other similar features, and the agreement recorded with King County. The proposed unit lot subdivision shall incorporate preferred development practices pursuant to MICC 19.09.100 where feasible.
- E. Parking. Within the parent lot, required parking for a dwelling unit may be provided on a different unit lot or tract other than the lot with the dwelling unit, if the right to use that parking is formalized by an easement or otherwise defined on the final plat, and recorded with King County.
- F. The following shall be recorded on the face of the final plat:
  - 1. Each unit lot is not a separate buildable lot, and
  - 2. Additional development of unit lots may be limited as a result of the application of development standards to the parent lot
- G. Approval Process and Criteria. The approval process and criteria for fee simple unit lot subdivisions shall be consistent with the requirements for short plats established in MICC 19.08.020.

### 19.15.030 Land Use review types.

There are four categories of land use review that occur under the provisions of the development code.

- A. *Type I.* Type I reviews are based on clear, objective and nondiscretionary standards or standards that require the application of professional expertise on technical issues.
- B. *Type II.* Type II reviews are based on clear, objective and nondiscretionary standards or standards that require the application of professional expertise on technical issues. The difference between Type I and Type II review is that public notification shall be issued for Type II decisions.
- C. *Type III.* Type III reviews require the exercise of discretion about nontechnical issues.
- D. *Type IV.* Type IV reviews require discretion and may be actions of broad public interest. Decisions on Type IV reviews are only taken after an open record hearing.
- E. The types of land use approvals are listed in Table A of this section. The required public process for each type of land use approval are listed in Table B of this section.

F. *Consolidated permit processing.* An application for a development proposal that involves the approval of two or more Type II, III and IV reviews may be processed and decided together, including any administrative appeals, using the highest numbered land use decision type applicable to the project application. The following permits and land use reviews are excluded from consolidated review and approval:

1. Building permits associated with the construction of one or more new single-family dwellings, middle housing units, or accessory dwelling units on lots resulting from the final plat approval of a short subdivision, unit lot subdivision, or long subdivision.
2. Building permits associated with shoreline conditional use permits and shoreline variance.
3. Project SEPA reviews shall be processed as a Type III land use review.
4. When a review is heard by multiple decision bodies, the higher decision body will make the final decision, and the lower decision body will review the project at a public meeting and issue a recommendation that will be reviewed by the higher decision body. The higher decision body will either adopt the recommendation as part of the permit conditions, will remand the recommendation back to the lower body for further consideration, will amend the recommendation, or will deny adoption of the recommendation and will adopt their own permit conditions. The hierarchy of decision bodies is as follows, from highest to lowest:
  - a. City council;
  - b. Hearing examiner;
  - c. Design commission.

G. *Interior alterations exempt from site plan review.*

1. Applications for interior alterations are exempt from site plan review provided they meet the following criteria:
  - a. The proposed development does not result in additional sleeping quarters or bedrooms;
  - b. The proposed development would not result in nonconformity with federal emergency management agency substantial improvement thresholds; or
  - c. The proposed development would not increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.
2. Applications for interior alterations are subject to review for consistency with any otherwise applicable building, plumbing, mechanical, or electrical codes.

Type I	Type II	Type III	Type IV
<ul style="list-style-type: none"> <li>• Home business</li> <li>• Nonmajor single-family dwelling building permits</li> <li>• Tree removal permit</li> <li>• Right-of-way permit</li> <li>• Special needs group housing safety determination</li> </ul>	<ul style="list-style-type: none"> <li>• Modified wireless communication facilities (6409 per 47 CFR 1.40001)</li> <li>• Lot line revision</li> <li>• Setback deviations</li> <li>• Final plat <sup>2,3</sup></li> <li>• Code official design review</li> <li>• Accessory dwelling unit</li> </ul>	<ul style="list-style-type: none"> <li>• New and modified wireless (non-6409) eligible facility</li> <li>• SEPA threshold determination</li> <li>• Critical area review <sup>2</sup></li> <li>• Public agency exception</li> <li>• Temporary encampment <sup>4</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Preliminary long plat approval</li> <li>• Conditional use permit</li> <li>• Variance</li> <li>• Critical areas reasonable use exception</li> <li>• Long plat alteration and vacations</li> <li>• Parking modifications <sup>7</sup> (reviewed by design commission)</li> </ul>

<ul style="list-style-type: none"> <li>• Tenant improvement/change of use</li> <li>• Shoreline exemption <sup>1</sup></li> <li>• Critical area review <sup>1</sup></li> <li>• Temporary commerce on public property</li> <li>• Site development permits</li> <li>• Transportation concurrency certificate</li> <li>• Temporary use permit</li> </ul>	<ul style="list-style-type: none"> <li>• Parking modification <sup>7</sup> (reviewed by city engineer)</li> <li>• Small wireless facility deployment</li> <li>• Seasonal development limitation waiver</li> <li>• Final short plat</li> <li>• <u>Final Unit Lot Subdivision</u></li> </ul>	<ul style="list-style-type: none"> <li>• Short plat alteration and vacations</li> <li>• Preliminary short plat</li> <li>• <u>Preliminary Unit Lot Subdivision</u></li> <li>• Development code interpretations</li> <li>• Major single-family dwelling building permit <sup>5</sup></li> <li>• Shoreline substantial development permit <sup>1</sup></li> <li>• Shoreline revision (substantial development) <sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Variance from short plat acreage limitation</li> <li>• Wireless communication facility height variance</li> <li>• Planned unit development</li> <li>• Design commission design review</li> <li>• Permanent commerce on public property</li> <li>• Shoreline conditional use permit (SCUP) <sup>6</sup></li> <li>• Shoreline variance <sup>6</sup></li> <li>• Shoreline revision (variance and SCUP)</li> </ul>
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- 1 Appeal will be heard by the shorelines hearings board.
- 2 Decision is made by city council after discussion at a public meeting.
- 3 A notice of decision will be issued for a final long plat.
- 4 A public meeting is required.
- 5 Major single-family dwelling building permits are subject only to the notice of application process. A notice of decision will be provided to parties of record.
- 6 Hearing examiner will forward a recommendation to the Washington State Department of Ecology for Ecology's decision.
- 7 Parking modifications are issued pursuant to the provisions of MICC 19.11.130.

**19.16.010 Definitions.**

[...]

*Lot:* A designated parcel, tract or area of land established by plat, subdivision, or as otherwise permitted by law to be used, developed or built upon as a unit.

1. *Corner lot:* A lot located at the junction of and abutting two or more intersecting streets.
2. *Upland lot:* A lot having no frontage on Lake Washington.
3. *Waterfront lot:* A lot having frontage on Lake Washington.
4. *Parent lot:* The initial lot from which unit lots are subdivided pursuant to MICC 19.08.080.
5. *Unit lot:* A lot created by the subdivision of a parent lot pursuant to MICC 19.08.080.

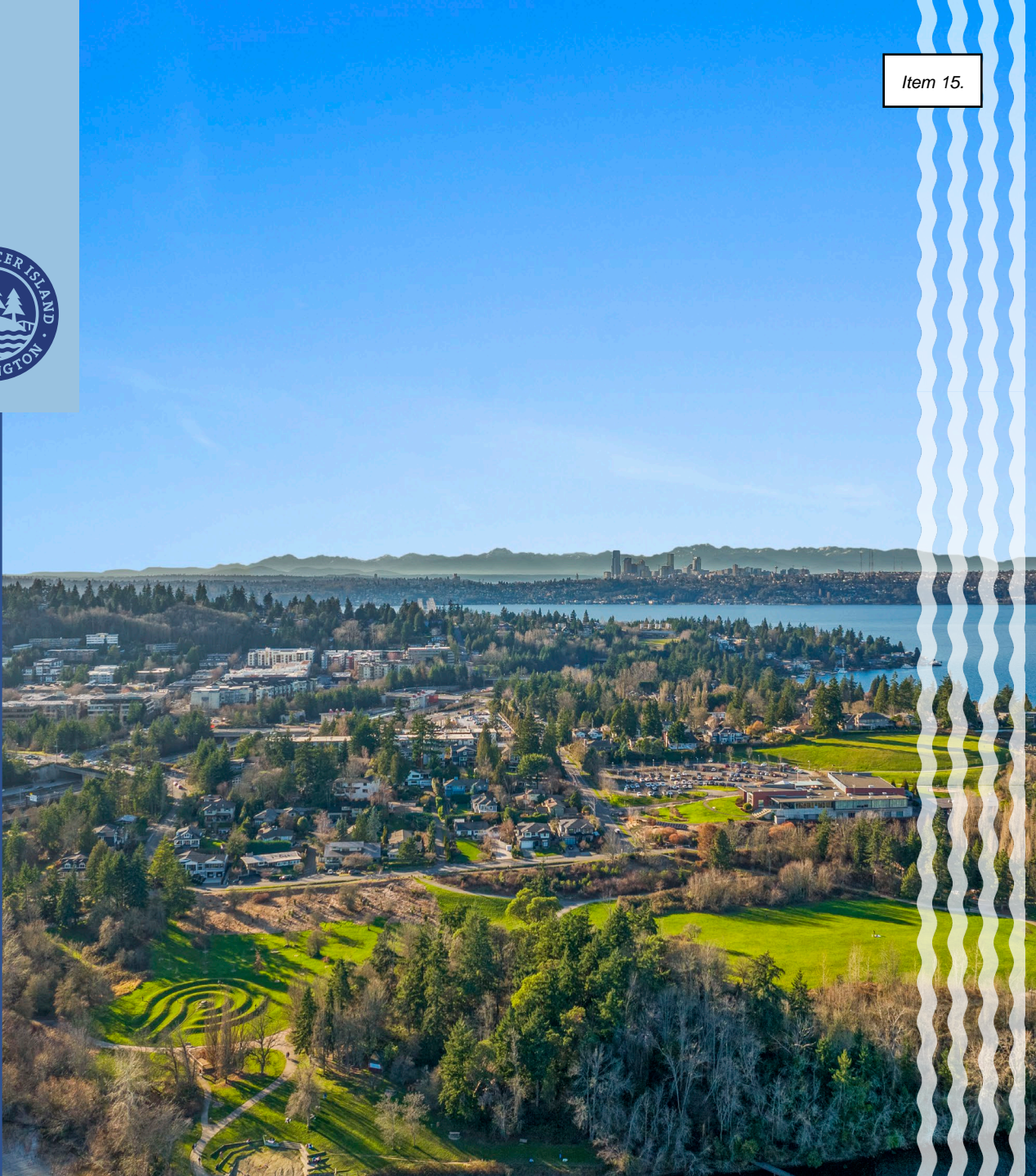
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# AB 6632: Unit Lot Subdivision (SB 5258)

March 4, 2025





# Overview

1. Recap from January 21
  - a) Legislative Requirements
  - b) Approach and Scope of Work
2. Ordinance 25C-06
3. Next Steps
4. Q&A, Discussion

# Legislative Requirements

## HB 1110

### Middle Housing

- Permits moderate density in residential zones
- 6 of 9 middle housing types
- Middle housing unit density – 2-4 units/lot
- Development regulations may not be more strict than those for single-family
- Limitations on parking regulations

## HB 1337

### Accessory Dwelling Units

- Permits 2 ADUs per lot
- Attached, detached, combo
- Conversions of existing structures
- Limitations on parking regulations
- Limitations on impact fees
- No owner occupancy req

## SB 5290

### Unit Lot Subdivision

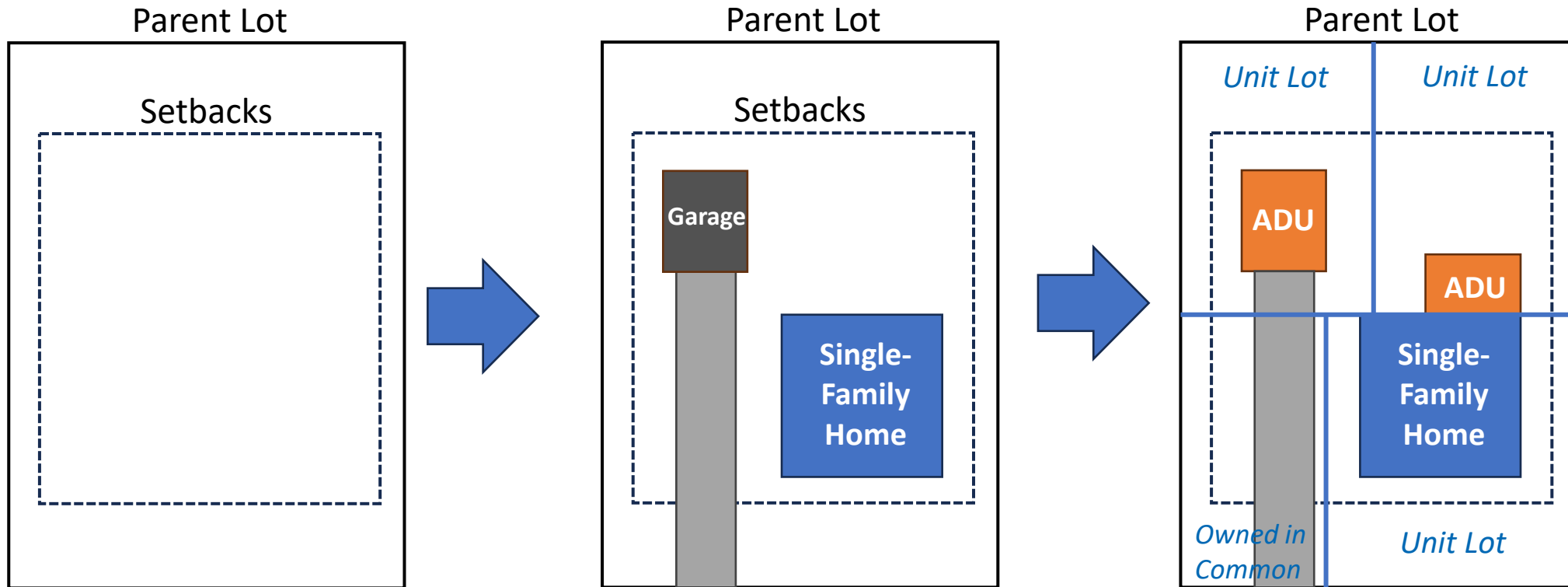
- Type of short subdivision
- Creates unit lots from parent lots for individual fee simple ownership

# Approach & Scope of Work

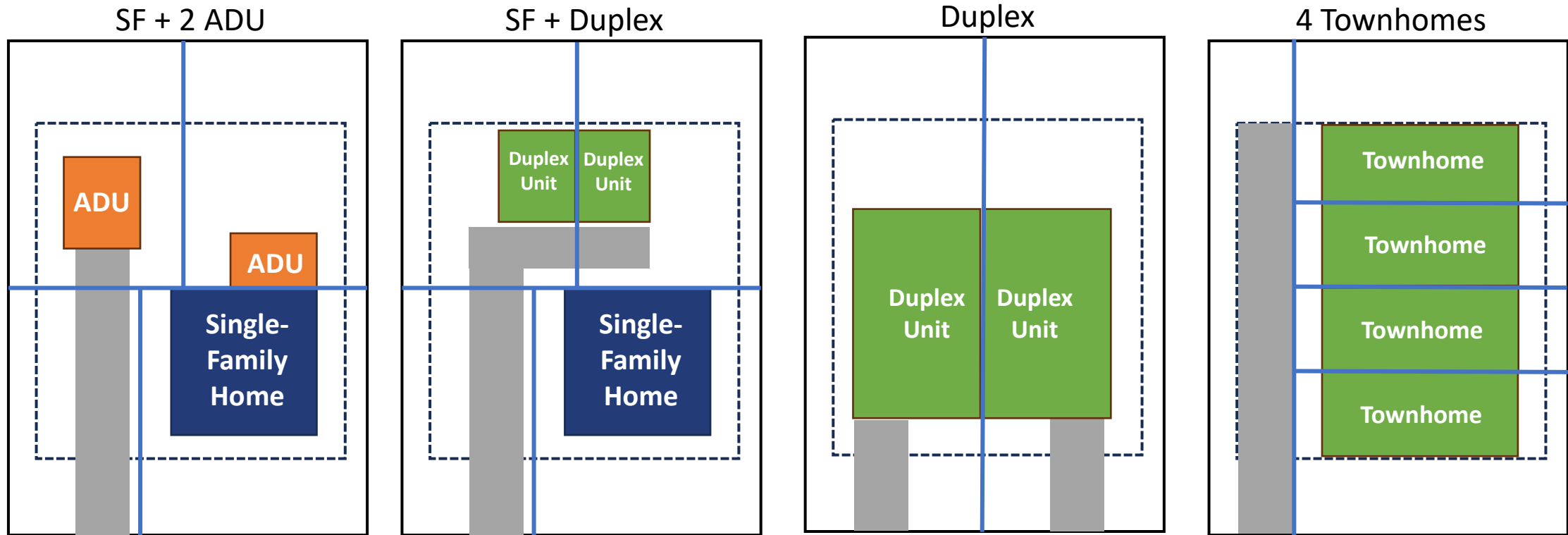
Phase 1: Minimum  
Requirements

Phase 2 (future): Tailor  
Code to Mercer Island

# Unit Lot Subdivision



# Unit Density



# Ordinance No. 25C-06

- **MICC 19.08.080 Fee Simple Unit Lot Subdivisions (New Section):**
  - Enables the creation of unit lot subdivisions using the City's existing short plat process
  - Applies existing development standards to the *parent lot*
    - Dimensional standards including setbacks, gross floor area, lot coverage, etc.
  - No setbacks required on unit lots
  - No prescribed requirements for unit lot length, width or area
  - Required parking may be provided on another unit lot or tract
  - Final plat must indicate that unit lots are not separate buildable lots and additional development of units lots may be limited by the application of development standards to the parent lot
- **MICC 19.15.030:** adds Preliminary Unit Lot Subdivision and Final Unit Lot Subdivision to the City's Land Use Review Type table
- **MICC 19.16.010:** adds definitions for Parent Lot and Unit Lot in

# Next Steps

## **Ordinance No. 25C-02 (Middle Housing and ADUs)**

- ✓ Second Reading: March 4
  - Effective Date: June 30, 2025

## **Resolution No. 1671 (Impact Fees for Middle Housing and ADUs)**

- ✓ Review and approve: March 4
  - Effective Date: June 30, 2025

## **Ordinance No. 25C-06 (Unit Lot Subdivision)**

- ✓ Public Hearing and First Reading: March 4
  - Second Reading: March 18
  - Effective Date: June 30, 2025

# Questions and Discussion





# Scope of Work

## Phase 1: Minimum Requirements

- Add middle housing type definitions and permitted uses
- Add unit density definition and permit 2-4 middle housing units per lot
- Add middle housing affordability incentive
- Amend ADU standards (floor area, owner occupancy)
- Add parking requirements for middle housing and ADUs
- Add unit lot subdivision provisions
- *(optional)* Additional policy options to be considered on January 21

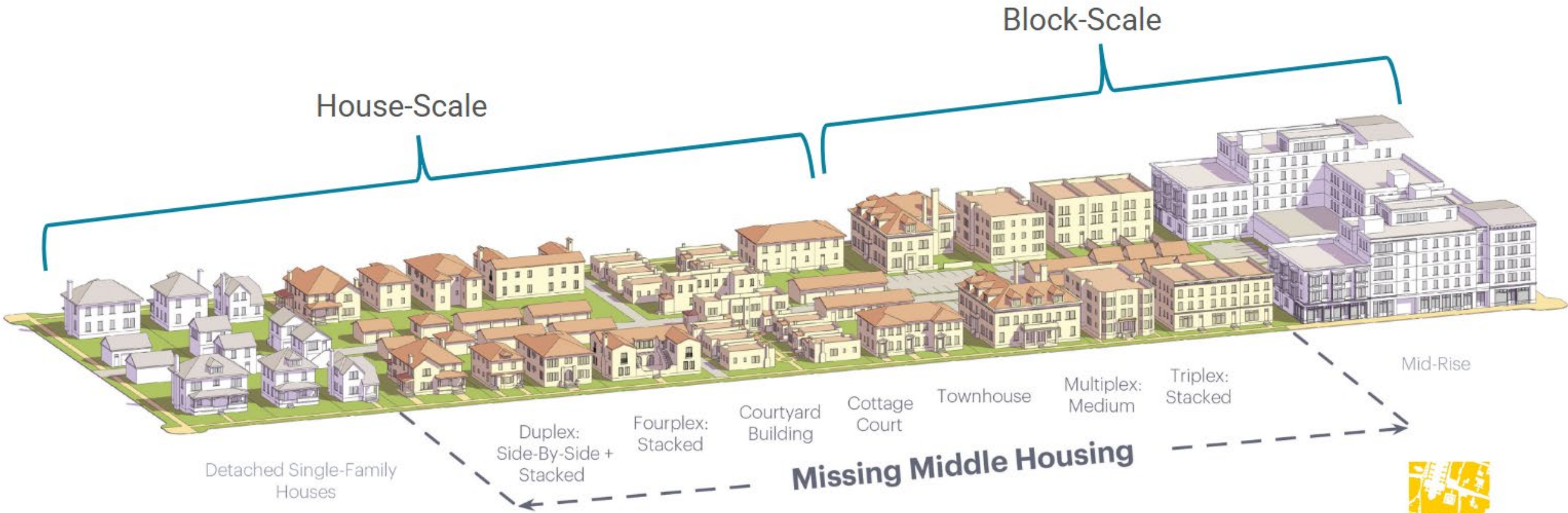
## Phase 2 (future): Tailor Code to Mercer Island

- Community outreach and engagement to determine what types of development the community wants to encourage
- Consider amending development regulations (setbacks, building height, floor area, etc) and design standards
- Explore middle housing type-specific development regulations
- Consider development incentives
- Consider updates to impact fees for middle housing and ADUs
- Explore updates to tree retention and replacement requirements
- Explore updates related to access standards, frontage and streetscape standards, utilities, hardscape and softscape requirements, etc.



# Key Concepts

# Middle Housing



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# Accessory Dwelling Units



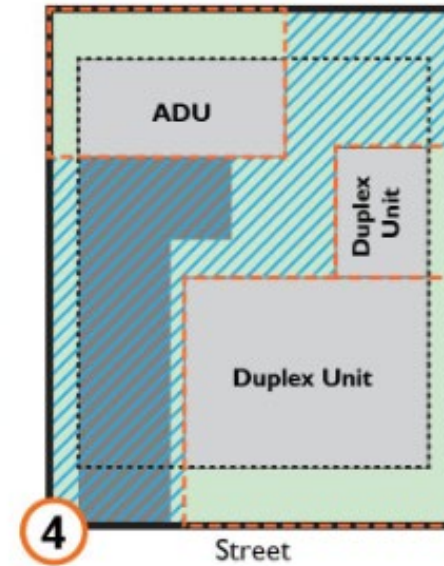
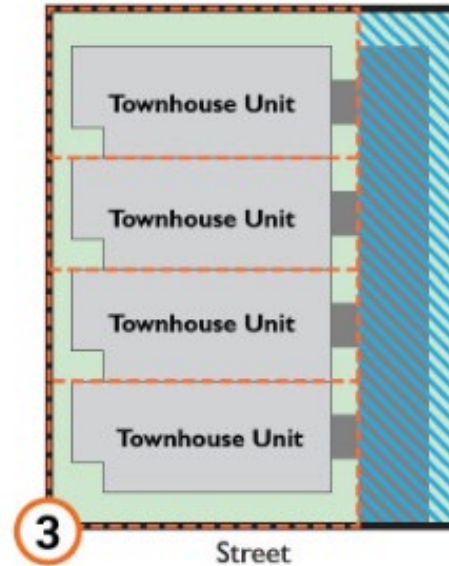
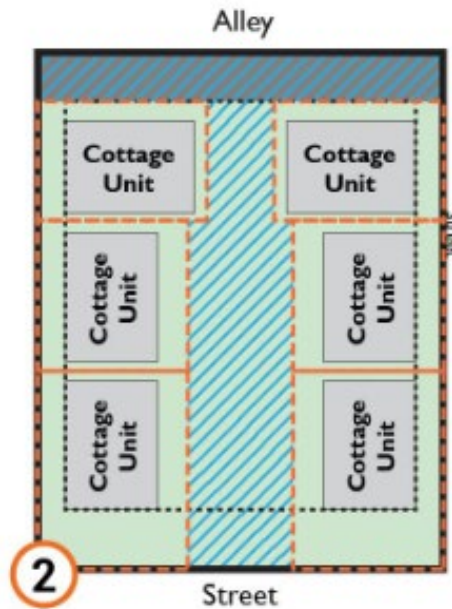
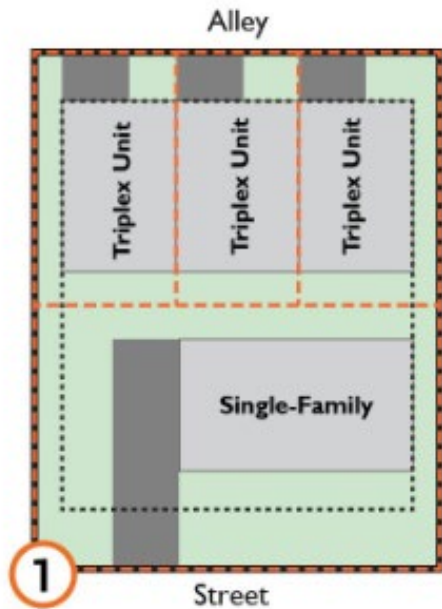
# Unit Density





# Unit Lot Subdivision

1. Preserved single-family house with three attached units built in the back yard.
2. A cottage cluster development with a shared open space.
3. A townhouse development with a shared driveway.
4. A duplex with an accessory dwelling unit (ADU) on its own unit lot.



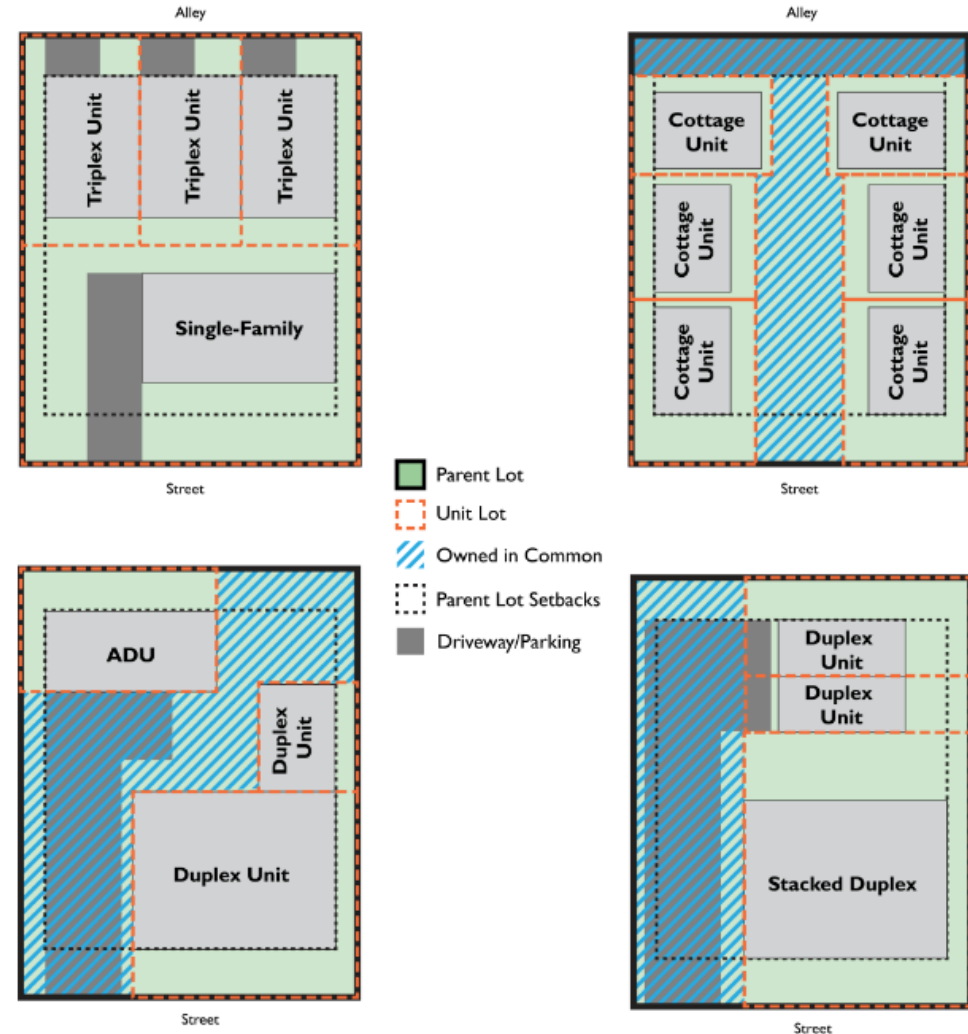


# SB 5258



# SB 5258 - Unit Lot Subdivision

- Passed by legislature in 2023
- Allows short subdivision process to create “unit lots” within a parent lot
- Allows fee simple land ownership for middle housing
- Must also allow zero lot line development under RCW 36.70A.635





# BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6633**  
**March 4, 2025**  
**Public Hearing**

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6633: Public Hearing on Interim Regulations in MICC 19.16.010 Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing (First Reading, Ordinance No. 25C-05)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Hold public hearing and schedule Ordinance No. 25C-05 for second reading on March 18, 2024.	

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Jeff Thomas, Community Planning and Development Director Alison Van Gorp, Community Planning and Development Deputy Director Molly McGuire, Senior Planner
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Ordinance No. 25C-05
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

## EXECUTIVE SUMMARY

The purpose of this agenda bill is to adopt Ordinance No. 25C-05 (Exhibit 1) to renew interim regulations previously adopted in Mercer Island City Code (MICC) [19.16.010](#) related to emergency shelters and housing, transitional housing, and permanent supportive housing in response to HB 1220.

- During the 2021 state legislative session, the legislature passed [HB 1220](#), requiring amendment of MICC Title 19. The timeline imposed by this legislation required the City to comply with the new requirements by September 30, 2021.
- On September 21, 2021, the City Council adopted [Ordinance No. 21C-23](#) which established interim regulations for special needs group housing and social service transitional housing to comply with HB 1220.
- The interim regulations have been renewed several times by Ordinance Nos. 22C-14, 23C-02, and 23C-11.
- On April 2, 2024, the interim regulations were reinstated for one year by [Ordinance No. 24C-03](#). This ordinance became effective on April 2, 2024.
- The current interim regulations will expire on April 2, 2025. The City must renew the interim regulations to remain in compliance with state law.
- Ordinance No. 25C-05 would renew the interim regulations established by Ordinance No. 24C-03 for six months; maintaining compliance with state law (Exhibit 1).

## BACKGROUND

### HB 1220: Emergency Shelters and Housing

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

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

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

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

### Projected Housing Need

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

## ISSUE/DISCUSSION

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

Ordinance No. 25C-05 would renew the interim regulations established by Ordinance No. 24C-03 and maintain compliance with the state law. Renewing the interim regulations would provide the City time to develop permanent regulations. A process to develop permanent regulations to replace the interim regulations is expected to begin before the end of 2025, with adoption anticipated in 2026.

### Ordinance No. 25C-05

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

The City currently allows social service transitional housing and special needs group housing as defined in [MICC 19.16.010](#) in residential zones. The definitions for these uses include many uses similar to those required by HB 1220 Section 4 and only require minor clarifying amendments to be consistent (Exhibit 1). Ordinance No. 25C-05 would amend the definitions for social service transitional housing and special needs group housing as follows:

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

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

## NEXT STEPS

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

## RECOMMENDED ACTION

Hold public hearing and schedule Ordinance No. 25C-05 for second reading on March 18, 2025.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 25C-05**

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the City Council held a public hearing on March 4, 2025; and

**WHEREAS**, this Ordinance, as an interim zoning and official control ordinance, is not subject to referendum;

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

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

**Section 2. Renewed.** The interim regulations adopted by Ordinance 24C-03 are renewed.

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

**Section 4. Severability.** If any section, sentence, clause or phrase of this ordinance or any municipal code section amended hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance or the amended code section.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON MARCH 18, 2025.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Salim Nice, Mayor

Approved as to Form:

ATTEST:

\_\_\_\_\_  
Bio Park, City Attorney

\_\_\_\_\_  
Andrea Larson, City Clerk

Date of Publication:





# AB 6633: Public Hearing on Renewal of Interim Regulations Related to Emergency Shelters, Transitional Housing, and Permanent Supporting Housing

March 4, 2025



# Background

- 2021 – State legislature passed HB 1220, requiring amendments to MICC Title 19 by September 30, 2021 (Ord. 21C-23)
- 2022-2023 – Interim regulations renewed three times
- 2024 – Interim regulations reinstated for one year (Ord. 24C-03)
- April 2, 2025 – Interim regulations will expire



# HB1220: Emergency Shelters and Housing

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

# STEP Housing Guidance

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

# Ordinance No. 25C-05

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

# Recommended Action

- Hold public hearing and schedule Ordinance No. 25C-05 for second reading on March 18, 2025



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6634**  
**March 4, 2025**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6634: Second Public Safety and Maintenance Facility Design Workshop	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Receive report and provide feedback on the Public Safety and Maintenance Facility design.	

<b>DEPARTMENT:</b>	City Manager
<b>STAFF:</b>	Jessi Bon, City Manager Robbie Cunningham Adams, Senior Management Analyst
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Draft Public Safety and Maintenance Facility Design Update Presentation – <i>Added 2-28-25</i>
<b>CITY COUNCIL PRIORITY:</b>	3. Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks.

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to provide a progress update on the Public Safety and Maintenance Facilities (PSM) Design in addition to addressing questions from the prior City Council meeting.

- At the March 1, 2024 Planning Session, the City Council directed the City Manager to commence planning for new Public Safety and Maintenance Facilities (PSM) on the current City Hall Campus ([AB 6420](#)).
- Design work of the PSM facility shifted to the schematic design phase in the fall of 2024. Schematic design is the first step in taking a concept and turning it into a specific design plan, including architectural drawings and a site plan. The design work remains in this stage.
- The Design Team will present information on the following thematic areas: Planning for Potential Future Operational Capacity needs at the PSM Facility, Functions and Uses of the Operations Building and Yard, and an early look at the use of Alternative Construction Delivery Methods.
- The PSM Facility project team will return to the City Council for additional design updates later this spring. Future discussions will include a follow-up presentation with analysis of the remaining design questions (solar panels, rainwater collection, etc.), discussion of construction phasing and relocation of operations, and an updated cost estimate and building materials/quantities update.
- A community outreach and engagement process is also being planned for this spring to answer questions and receive feedback on the proposed PSM Facility design.

## BACKGROUND

### Long-Range Facility Planning Begins in 2023

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

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

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

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

### City Hall Permanently Closed in 2023

In April 2023, City Hall was temporarily closed after asbestos was detected in several locations in the building, including in the HVAC system. Although airborne asbestos was not detected during air quality tests, abatement at City Hall would be required to re-open the facility. City staff and outside experts worked extensively to identify solutions to address the asbestos contamination and evaluate the best path forward for City Hall. Two scenarios for re-occupying the City Hall building, either fully or partially, were evaluated for timeline, preliminary costs, and impact to City operations. Unfortunately, the cost of both scenarios to re-occupy City Hall exceeded the benefits due to the age and condition of the building. On October 2, 2023, [Resolution No. 1650](#) was approved to cease City operations at City Hall and permanently close the building.

### Facility Conditions Assessment Completed on Public Works Building in 2024

Given the age and condition of the Public Works building, the City Manager directed the staff and consulting teams to proceed with the facilities conditions assessment (FCA) for this building. The Preliminary Facility Conditions Assessment for the Public Works building was presented to the City Council on February 6, 2024 ([AB 6402](#)). The FCA identified multiple systems that are failing or in need of significant repair or investment. Based on these findings, the City Manager recommended the City Council prioritize the Public Works building for replacement. The Public Works building houses many essential services and some short-term reinvestment is needed to extend the life of the building until a replacement strategy is identified as discussed in [AB 6477](#) at the May 21, 2024 City Council meeting.

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

### **Public Safety and Maintenance Building Pre-Design Phase Completed in 2024**

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

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

Pre-design work was completed during the summer of 2024, confirming the programming and conceptual framework for the PSM Facility. During this initial planning phase, the City Manager also directed the Design Team to include an expanded customer service area at the main PSM building to house the City's Customer Service team. This is to ensure that the City has a "store front" given that no other City facilities are suited for this type of function. The customer service area addition will be discussed further during the presentation.

### **Public Safety and Maintenance Facility Schematic Design Phase Begins in 2024**

Design work of the PSM Facility shifted to the schematic design phase in fall of 2024. Schematic design is the first step in taking a concept and turning it into a specific design plan, including architectural drawings and a site plan. The design work remains in this stage. Recent Design Team actions include tours of other public safety and maintenance buildings in the region, site visits to City facilities, and ongoing design meetings with staff.

The Design Team and select Councilmembers conducted tours of the Shoreline, University of Washington, and Kirkland police departments in October 2024. The team heard about both successes and "lessons learned" from the construction or renovation of these police facilities to help inform the design work on the PSM Facility. The Design Team and select Councilmembers also conducted a tour of the Kitsap County Public Works facility in December of 2024. This tour featured included the workspace and training space layout, ingress/egress for large vehicles and equipment, covered storage, lighting, security, and staff amenity spaces.

### **PSM Schematic Design Update at February 4, 2025 City Council Planning Session**

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

## **ISSUE/DISCUSSION**

The Public Safety and Maintenance Facility (PSM) Design Team will be providing a progress update on the Public Safety and Maintenance Facility (PSM) Design in addition to addressing questions from the prior City Council meeting. The presentation will focus primarily on these topics:

- Planning for Future Operational Capacity in the PSM Facility
- Functions and Uses of Operations Building and Yard
- An early look at the use of Alternative Construction Delivery Methods

### **Discussion Topic #1: Planning for Potential Future Growth/Changing needs at the PSM Facility**

The PSM Facility is expected to be in operation for 50 years or more and should be designed not only with today's needs in mind but also in consideration of future needs, which could mean changes in staffing levels, fleet, operations, and scope of services. While one of the key design strategies is flexibility, the City also needs to consider the potential for growth and evaluate where and how that could be accommodated based on the initial concept design.

The presentation will cover the following topics, questions are included to help guide the discussion.

- **Building Capacity**

The Design Team will present the proposed total square footage of the buildings and structures at the PSM Facility, compared to existing buildings (former City Hall and the Public Works building and yard). The Design Team will also present staffing counts and building staff capacity, including opportunities to increase capacity if needed.

- Should the City plan for additional office space in the main PSM building to address potential future capacity needs?
- What other opportunities exist to create flexible building designs that do not require additional "shell space" for future growth?
- Should additional capacity be considered in the maintenance yard?
- Should the main PSM Building be pulled forward (north) to expand the capacity of the secure areas (parking and maintenance yard) behind the main PSM Building?

- **Parking and Fleet Capacity**

Information will be presented on the size and quantity of the existing city fleet. The Design Team will provide an analysis of vehicle and equipment capacity at the proposed PSM Facility.

- Where can we expect growth and change in the City's fleet over the life of the building?
- How much "reserve capacity" do we need to plan for to accommodate potential future changes to the size of the City's fleet?

- **Storage Capacity**

The Design Team will provide an overview of the proposed storage capacity at the PSM Facility, which are considerable considering the teams that will be housed here – Maintenance, Police, Emergency Management, Customer Service and IT/GIS. Information on the proposed storage capacity compared to existing will be considered.

### **Discussion Topic #2: Functions and Uses of Operations Building and Yard**

During the previous City Council discussion, several questions were asked about the purpose and function of the Operations Building. The Design Team walked through the proposed features of this building and received feedback on the proposed design. Topics covered included:

- Overview of the proposed maintenance bays and information on their planned use.
- Explanation of indoor heated vehicle storage, versus outdoor covered vehicle storage.
- Need for the wash bay and decant facility.
- A discussion on storage and warehousing strategy, including options for vertical storage and automation.

### **Discussion Topic #3: Early Look at the use of Alternative Construction Delivery Methods**

During the April 16, 2024 City Council meeting, the Council received a presentation on alternative public works contracting methods, also known as alternative delivery ([AB 6453](#)). The PSM Design Team believes an



alternative delivery method such as general contractor/construction manager (GC/CM) is worth considering for the PSM Facility. Some of the benefits include:

- GC/CM allows the City to select a contractor based on qualifications early in the design phase to provide preconstruction services once the design has advanced past schematic design.
- The contractor is at the table for final design decisions, which often includes early troubleshooting and value-engineering decisions, likely reducing change orders and other unexpected costs during facility construction.
- The contractor can support early work including advance procurement of materials with long-lead times, which is helpful with recent material market uncertainty due to supply chain issues, cost inflation, and shifting international trade environments.
- Additionally, this project is anticipated to have complex construction phasing and will require maintaining existing operations on the campus. Early onboarding of the contractor will assist with planning for and reducing the costs of the project phasing.

The City is currently undergoing its first GC/CM project with the New Water Supply Line Project ([AB 6605](#)). In general, GC/CM can lead to increased project delivery speed, additional cost certainty, and lower risk to the City.

The PSM Design Team feels that pursuing GC/CM likely makes sense for this project and the team will return to the City Council in May or June with a more detailed analysis of the process and to discuss next steps, timing, and the funding strategy. The City will need to seek approval from the State of Washington for this process, which would likely occur over the summer.

## NEXT STEPS

The PSM Facility project team will return to the City Council for additional design updates later this spring. Future discussions will include a follow-up presentation with the full analysis of the remaining design questions (solar panels, rainwater collection, etc.), discussion of construction phasing and relocation of operations, and an updated cost estimate and building materials/quantities update.

The current schedule tentatively anticipates meeting with the City Council once a month, but that may change based on design progress and City Council needs. A community outreach and engagement process is also being planned for this spring to answer questions and receive feedback on the PSM Facility

## RECOMMENDED ACTION

Receive report and provide feedback on the Public Safety and Maintenance Facility design.

DRAFT – 02/28/2025



# Second Public Safety and Maintenance Facility Design Workshop

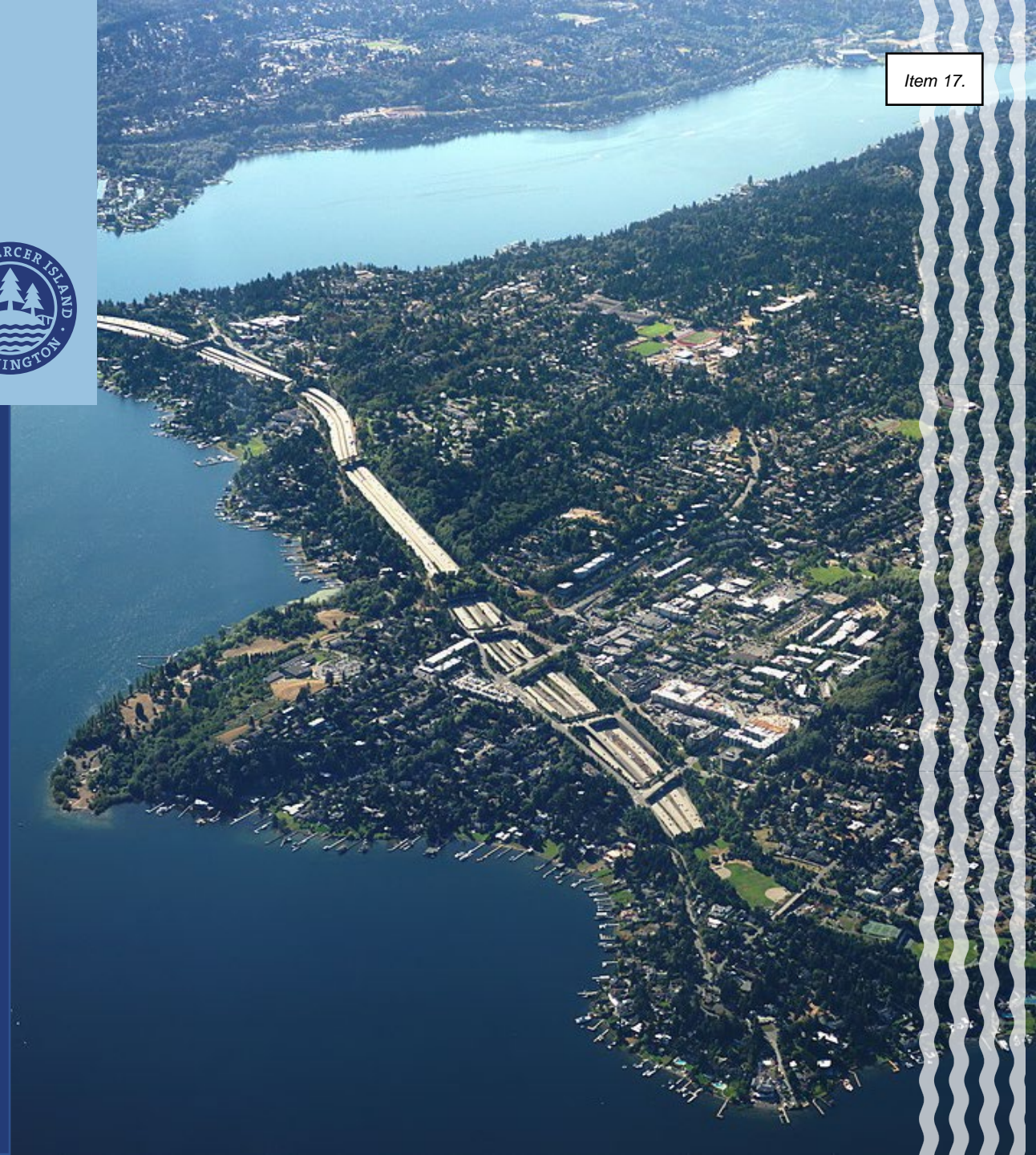
AB 6634

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# Agenda

- Planning for Potential Future Growth/Changing needs at the PSM Facility
- Functions and Uses of Operations Building and Yard
- Early Look at the use of Alternative Construction Delivery Methods



# Mercer Island Public Safety and Maintenance Facility





# Presentation Agenda

- 1. The Schematic Design Phase**
- 2. Site Planning for Potential Future Needs**
- 3. Comparing Existing and Proposed Buildings and Weathering Cover**
- 4. Lower Yard Capacities**
- 5. Operations Building and Yard Capacities**
- 6. PSM Building Capacities**
- 7. PSM Building Capacity for Potential Future Growth**

# Schematic Design

The Public Safety and Maintenance Facility project is currently in the Schematic Design Phase.

During this phase, the project team determines the areas, select physical requirements, relationships of the required building spaces and components, and estimates the total project budget and schedule.

During this phase, a range of strategies are often tested to meet the owner's interrelated goals for functional requirements, performance, project budget, policy adherence, and other conditions particular to the project. Value Engineering is an integral part of the Schematic Design process.

The Schematic Design phase produces generalized drawings that include a site plan, building floor plans, building sections, building elevations, narratives for building systems, and other illustrative materials that are needed to convey project concepts.

Specific equipment, materials, detailed space layouts, technical detailing, and refined aesthetics are reserved for next phase, Design Development.

# 2025 Schedule

The Schematic Design Phase extends through May/June of 2025, at which time a completed Schematic Design Package will be submitted for city review and approval.

Between May/June and November of 2025, work will focus on the bond measure ordinance and processes.



# PSM Facility

SE 40TH STREET

UPPER YARD

COVERED VEHICLES & EQUIPMENT

OPERATIONS BUILDING

PSM BUILDING

PUBLIC & STAFF PARKING

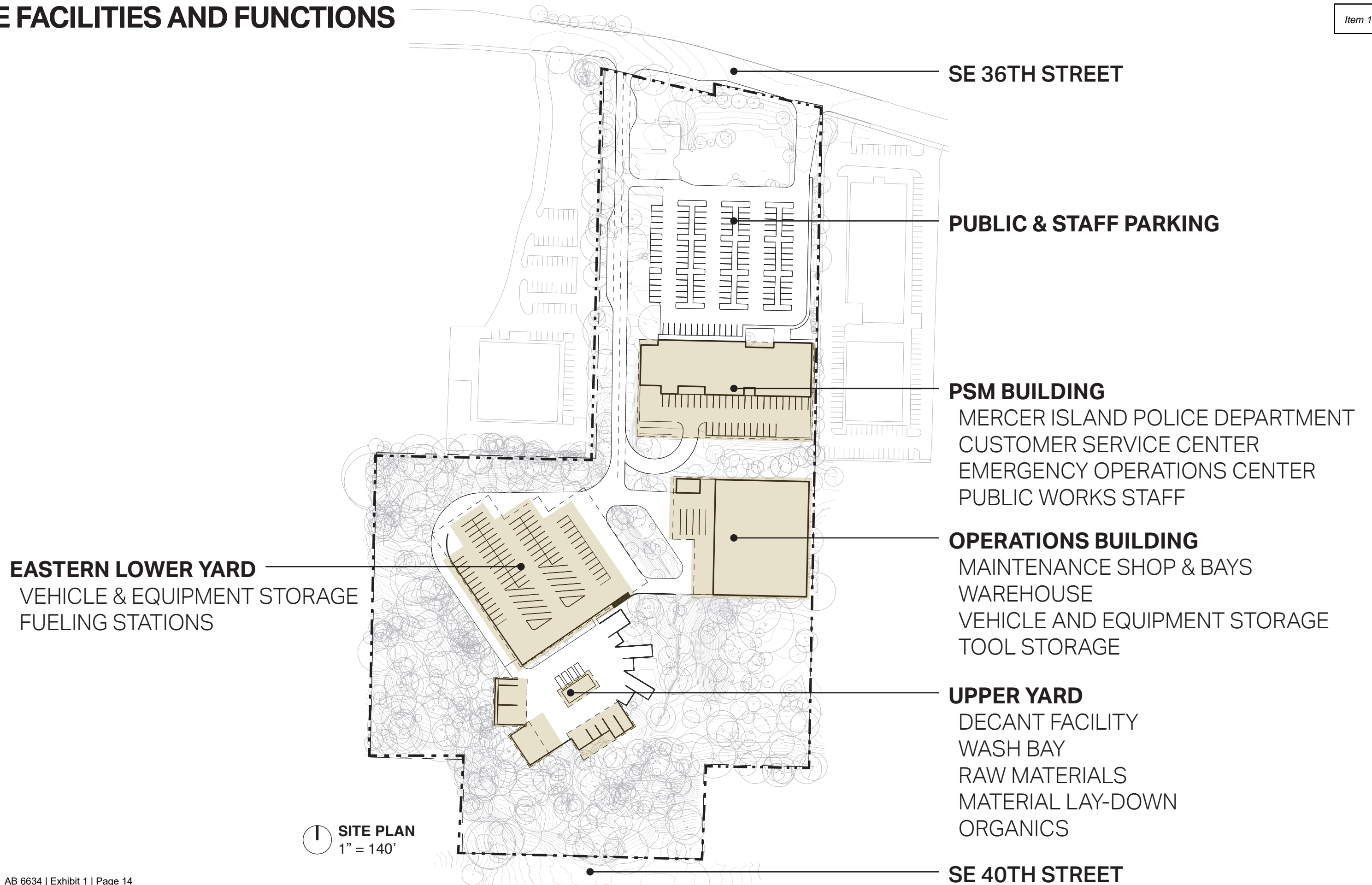
SE 36TH STREET



# Site Planning for Potential Future Needs

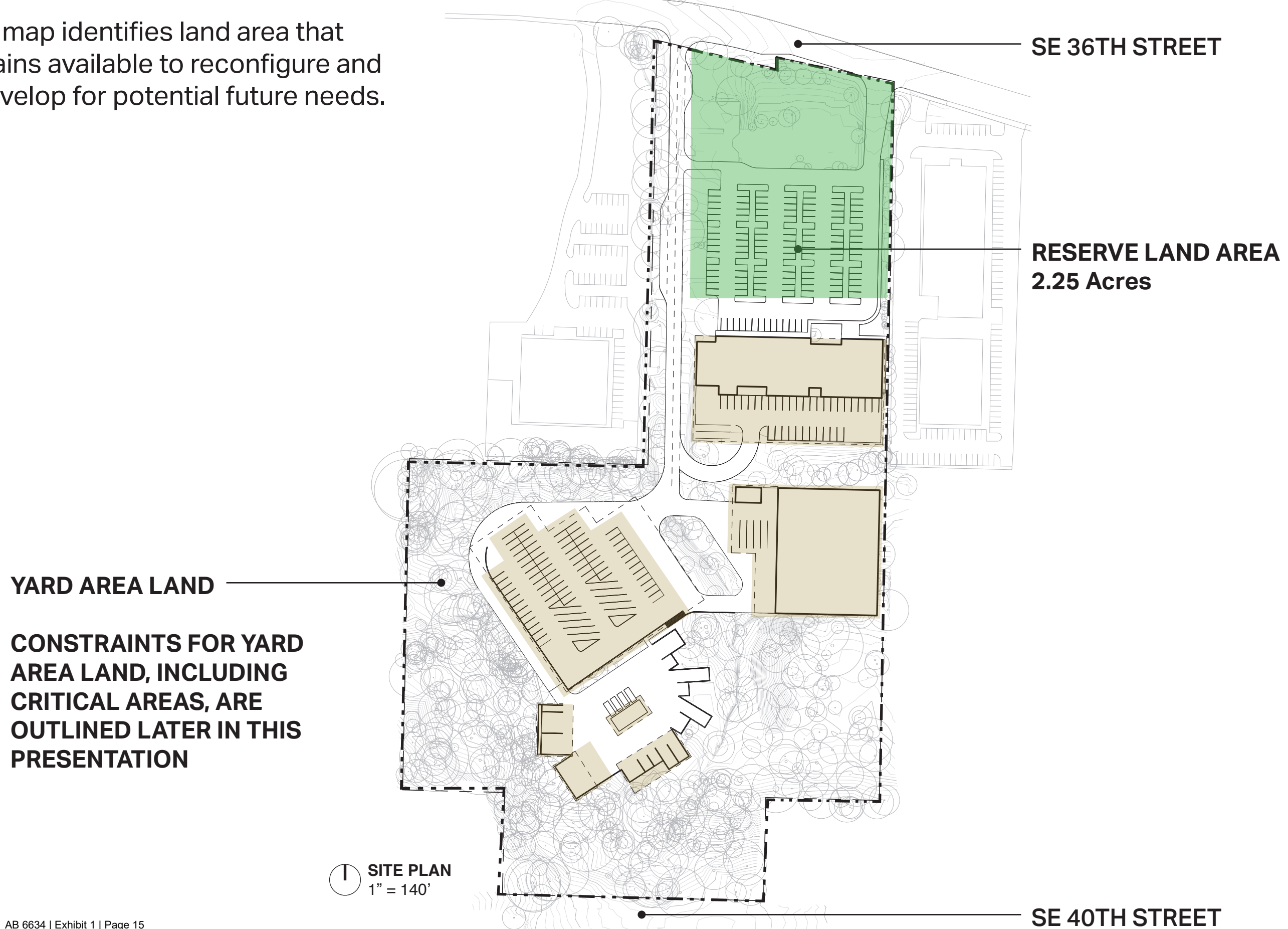
## 1. Reserving Space for Potential Future Needs

# SITE FACILITIES AND FUNCTIONS



# RESERVE SPACE ON-SITE FOR POTENTIAL FUTURE NEEDS

This map identifies land area that remains available to reconfigure and redevelop for potential future needs.



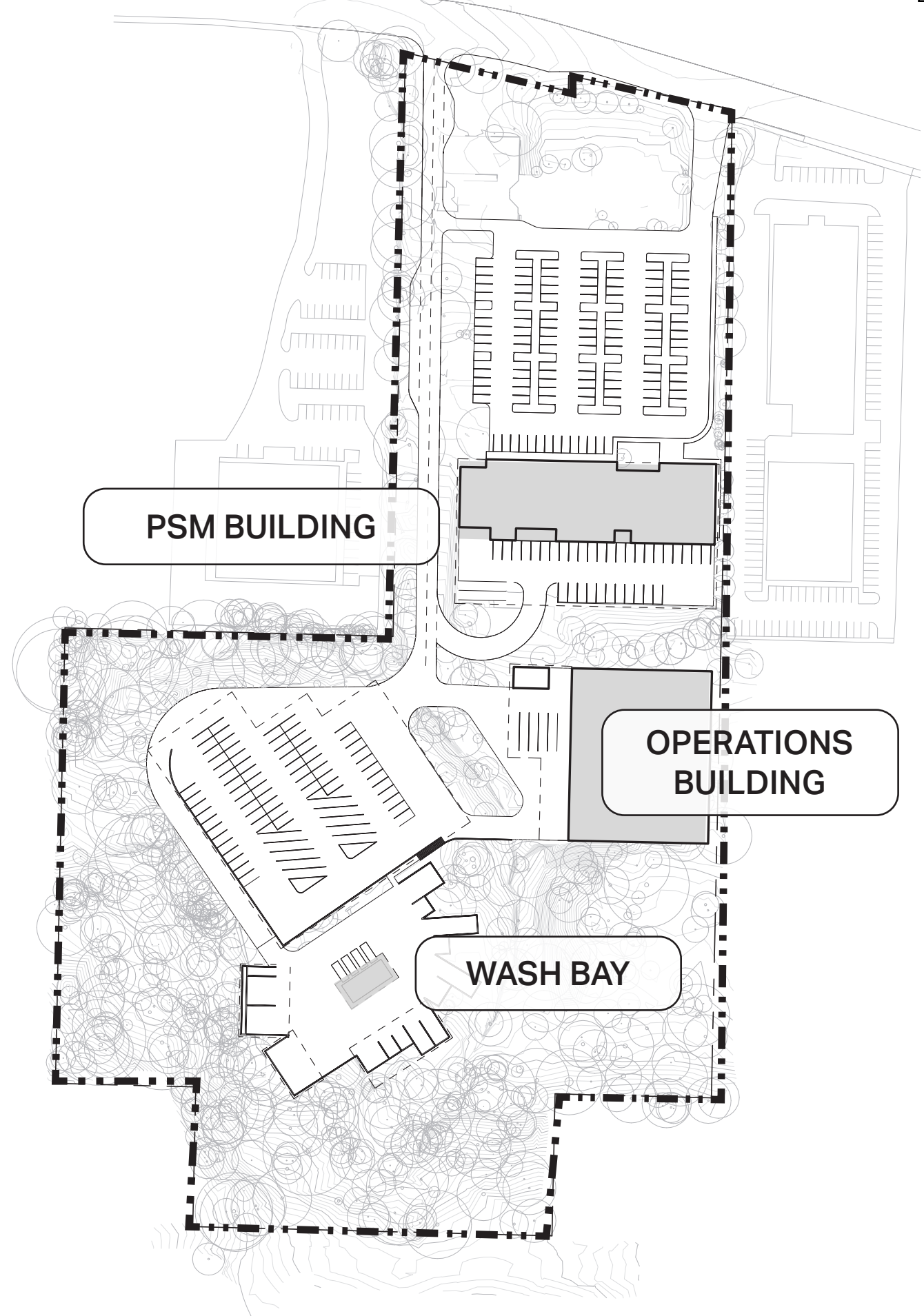
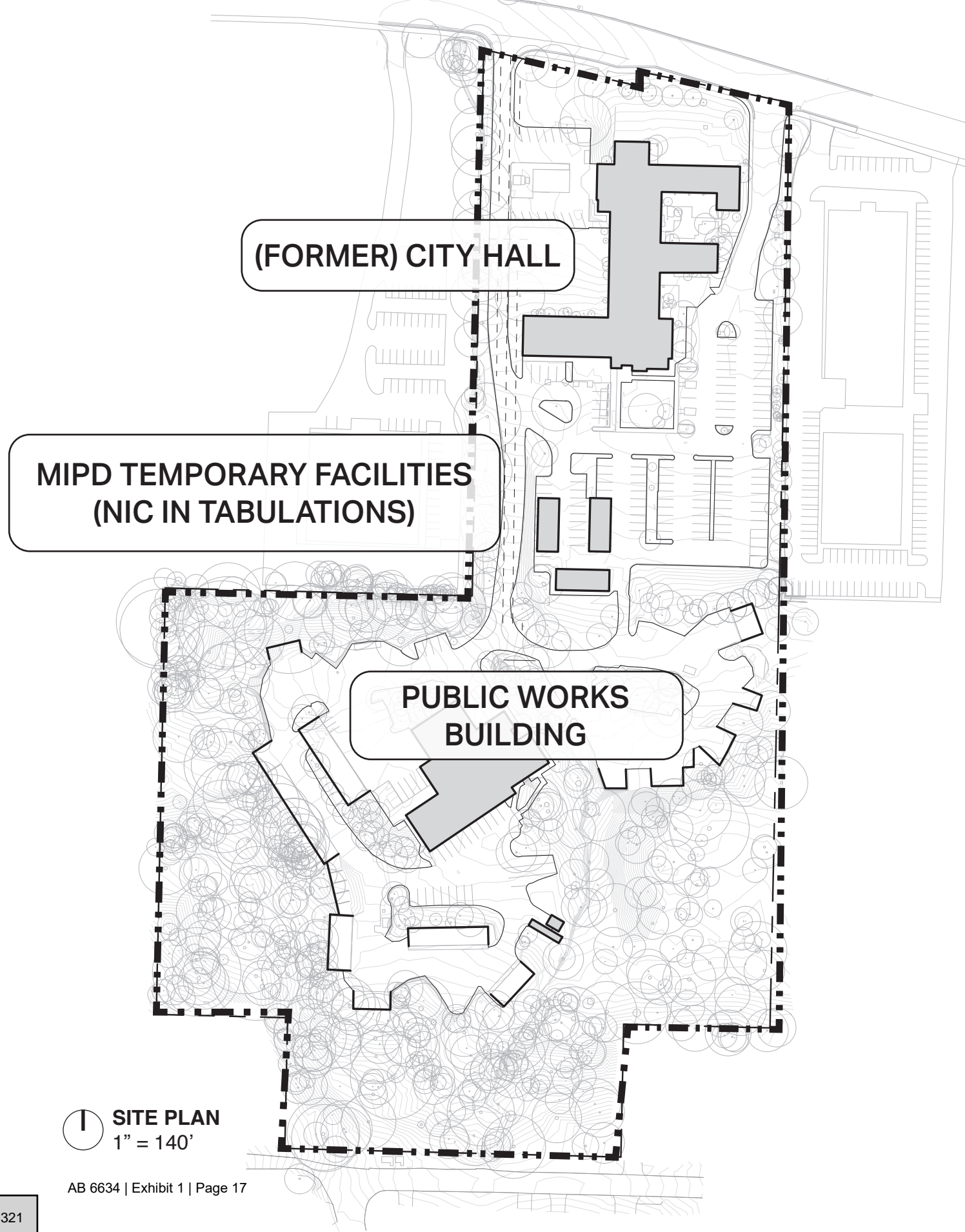
# Comparing Existing and Proposed Buildings and Weathering Cover

1. A Comparison of Existing and Proposed Building Areas
2. Existing Covered Storage Areas
3. Proposed Covered Storage and Operations Areas



# EXISTING BUILDINGS

# PROPOSED BUILDINGS



# COMPARING EXISTING AND PROPOSED BUILDING AREAS

This table compares the total areas of existing and prior buildings with proposed buildings that incorporate work areas for city staff, and appropriately sized interior spaces for equipment and vehicle storage that do not currently exist on-site.

<b>FACILITY</b>	<b>EXISTING BUILDINGS</b>	<b>PROPOSED BUILDINGS</b>
FORMER CITY HALL	35,000 Square Feet*	
PUBLIC WORKS BUILDING	15,350 Square Feet	
PSM BUILDING		36,000 Square Feet
OPERATIONS BUILDING		37,000 Square Feet
WASH BAY		1,000 Square Feet
<b>TOTAL FACILITY</b>	<b>50,350 Square Feet</b>	<b>74,000 Square Feet</b>

\* Includes SF not in use by groups in the proposed PSM Facility.

Comparative areas for overhead weathering cover at storage and operations areas is included in the next section of this package.

## WHAT ARE THE DRIVERS FOR SQUARE FOOTAGE DIFFERENCES?

Differences between existing building square footages and proposed building square footages can be attributed to two overarching conditions.

Existing programs or uses with inadequate provisions in existing buildings.

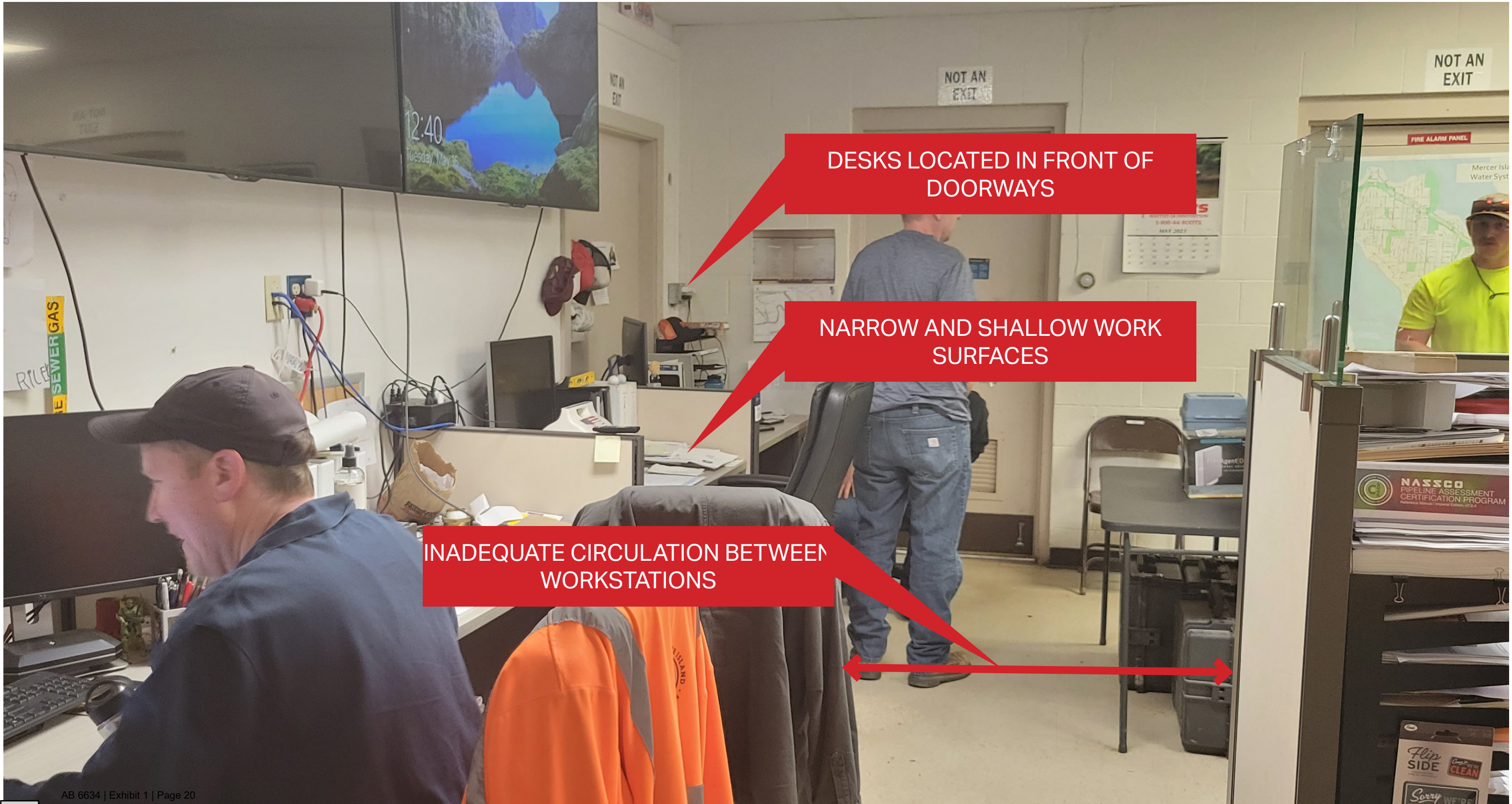
Operational and Storage spaces not present in existing buildings



# EXISTING PROGRAMS OR USES WITH INADEQUATE PROVISIONS IN EXISTING BUILDINGS

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Adequate sizing and layouts in proposed facilities result in higher square footages for staff workspaces; Ad-hoc office spaces like the one in the photo below—in the existing Public Works Building—illustrate the need for adequate workspace design.





# OPERATIONAL OR STORAGE SPACES NOT PRESENT IN EXISTING BUILDINGS

This photograph illustrates a city-owned vehicle—in this case a sewer VAC-Truck—that must be stored fully exposed to the elements, and to unnecessary wear. The proposed Operations Building includes space for enclosed vehicles and equipment.





The design team will participate in a series of meetings, with Public Works and MIPD staff, between March 5th and March 12th, to review and verify—or adjust—the proposed program and facility layout.

Detailed comparative program tables will be prepared as an outcome of that confirmation process.

# EXISTING COVERED STORAGE AREAS

The existing public works yard includes storage areas covered by a range of structures including shed roofs, hoop tents, hillside structures, and open sheds.

 Site Photograph



# SHED ROOFS

This photograph illustrates the existing shed roof covering the public works decant area.





# HOOP TENTS

Hoop Tents are used to cover various raw materials.





# OPEN-SIDED SHEDS

Open-sided sheds are used to protect a range of project materials and small equipment.





# HILLSIDE STRUCTURES

Hillside structures provide cover for materials and small equipment, and partial cover for some public works vehicles.



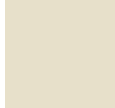
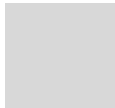


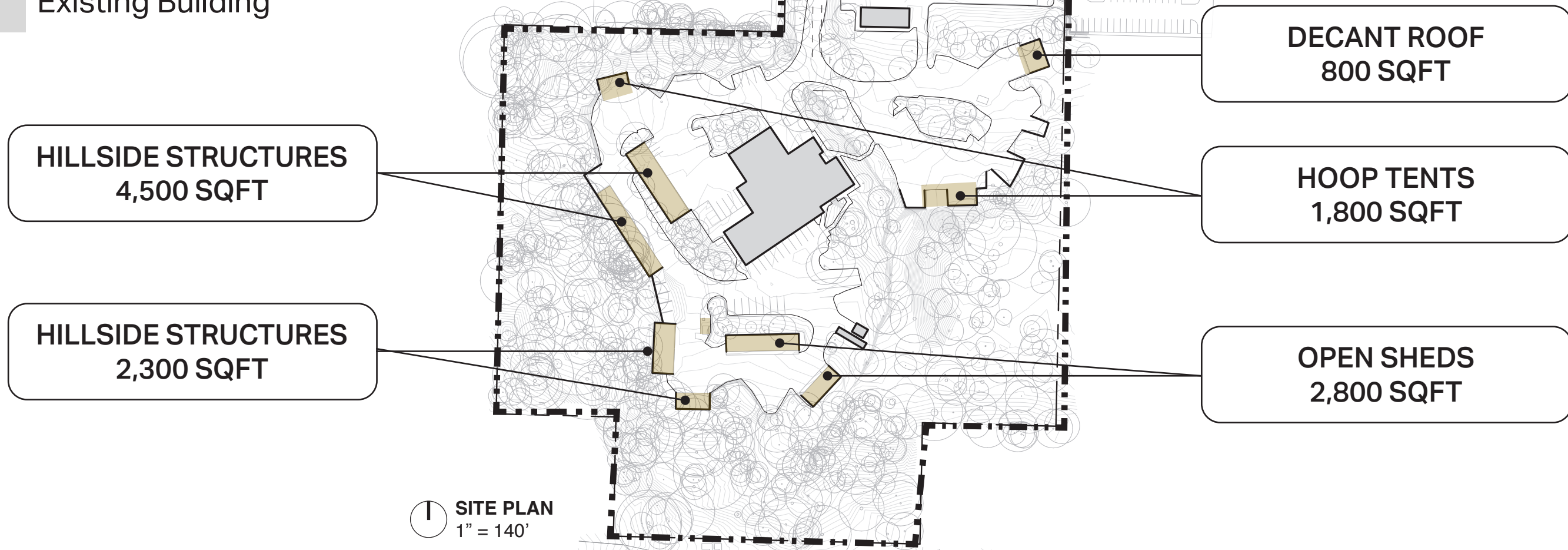
# EXISTING COVERED STORAGE AREAS

This site plan illustrates the locations and square footages of existing covered storage areas.

The total existing covered area is approximately:

**14,000 Square Feet**

-  Covered Operations Areas
-  Existing Building



 **SITE PLAN**  
1" = 140'



# PROPOSED WEATHERING COVER

Proposed structures would be planned to cover exterior storage areas as well as yard operations.



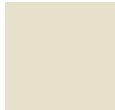
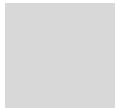


# PROPOSED COVERED STORAGE AND OPERATIONS AREAS

This site plan illustrates the locations and square footages of proposed covered storage and operations areas.

The total proposed covered area is approximately:

## 80,000 Square Feet

-  Covered Operations Areas
-  Proposed Building

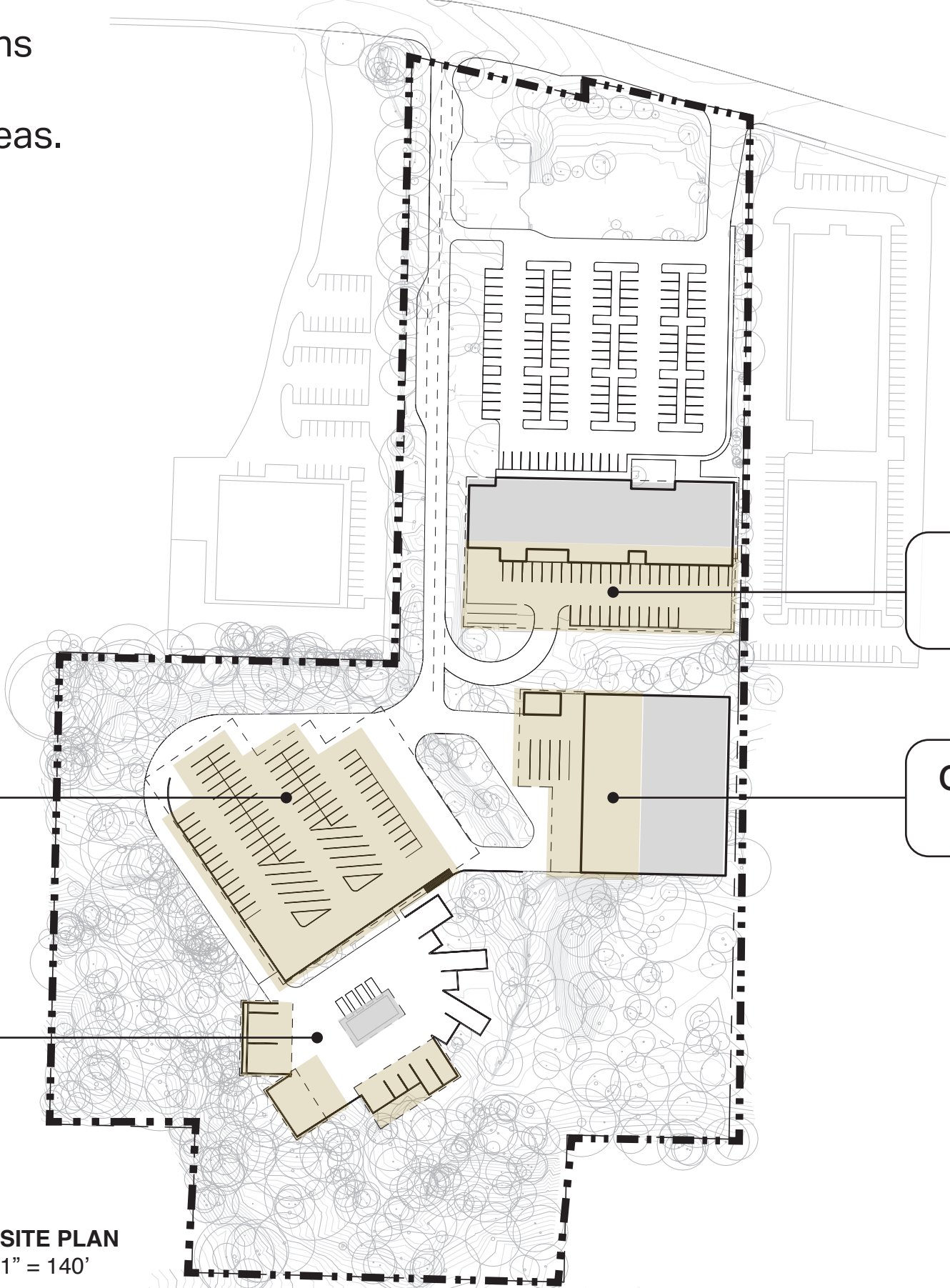
**LOWER YARD WEST**  
38,000 SQFT

**UPPER YARD (VARIOUS)**  
8,000 SQFT

**PSM BUILDING**  
18,000 SQFT

**OPERATIONS BUILDING**  
16,000 SQFT

 **SITE PLAN**  
1" = 140'





# Lower Yard

SE 40TH STREET

LOWER YARD

SE 36TH STREET



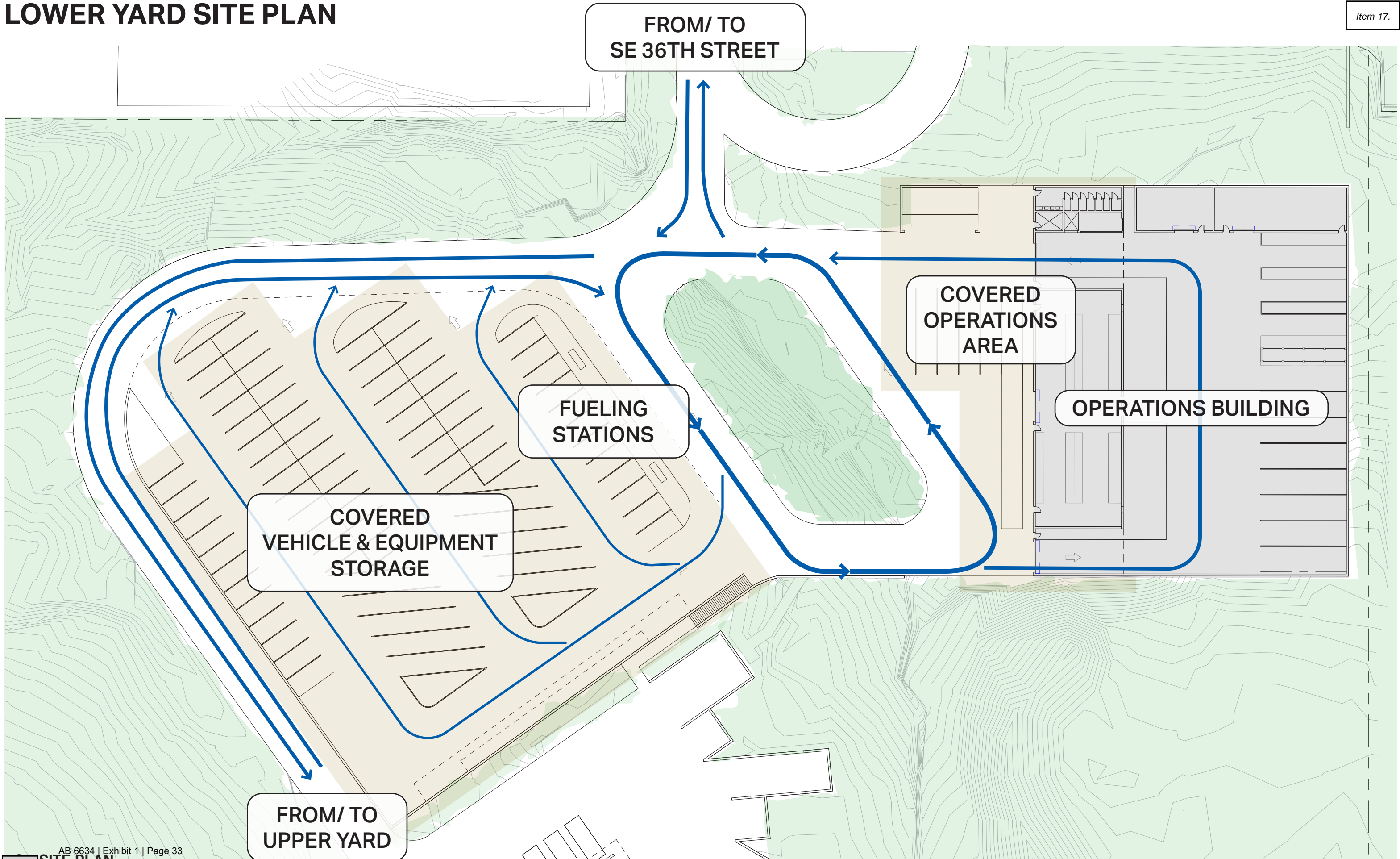


# Lower Yard Capacities

- 1. Planning for the Public Works Vehicle Fleet and Equipment**
- 2. Utilizing Available Land for Project Needs**

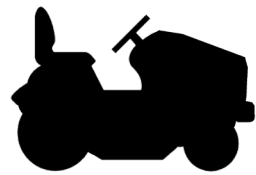
# LOWER YARD SITE PLAN

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# PUBLIC WORKS EQUIPMENT AND VEHICLE FLEET

This graphic identifies the quantities of equipment and vehicles in each of four basic categories. This graphic also identifies the quantities of existing equipment or existing vehicles that need to be stored in an indoor, and conditioned, space.



## Equipment

# 31

- Tractors
- Mowers
- Small Equipment

**Not all equipment requires a full parking stall**

# 13

Indoor/ Conditioned



## Vehicles

# 55

- Pick-up Trucks
- Vans
- Cars
- Forklift

# 6

Indoor/ Conditioned



## Trailers

# 7

- Trailers
- Cargo Trailers



## Oversize Vehicles

# 6

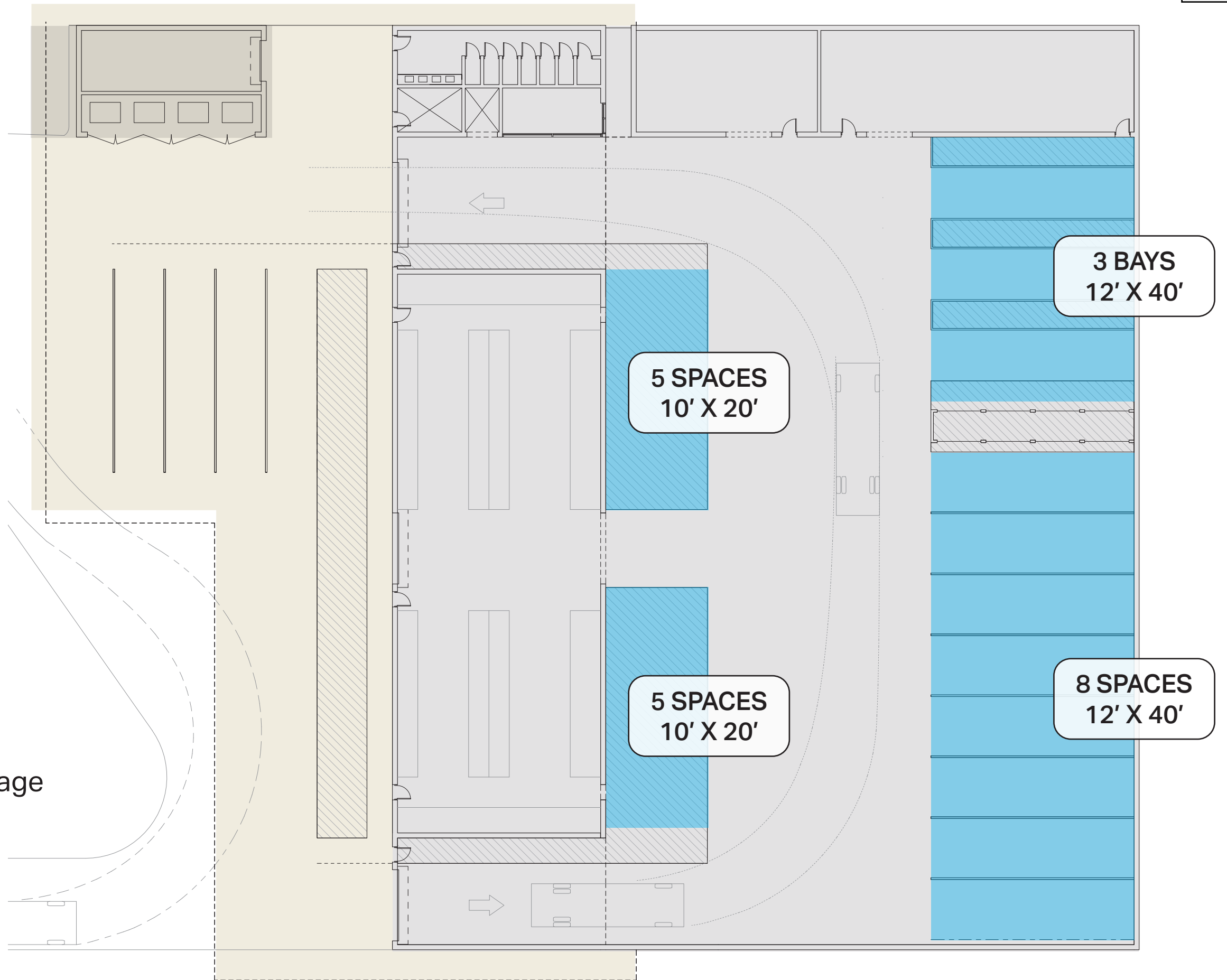
- Vac Trucks
- Dump Trucks
- Heavy Machinery

# 6

Indoor/ Conditioned

# OPERATIONS BUILDING VEHICLES AND EQUIPMENT CAPACITY

This plan highlights the indoor, and conditioned, storage areas dedicated for Public Works fleet vehicles and equipment located within the Operations Building.

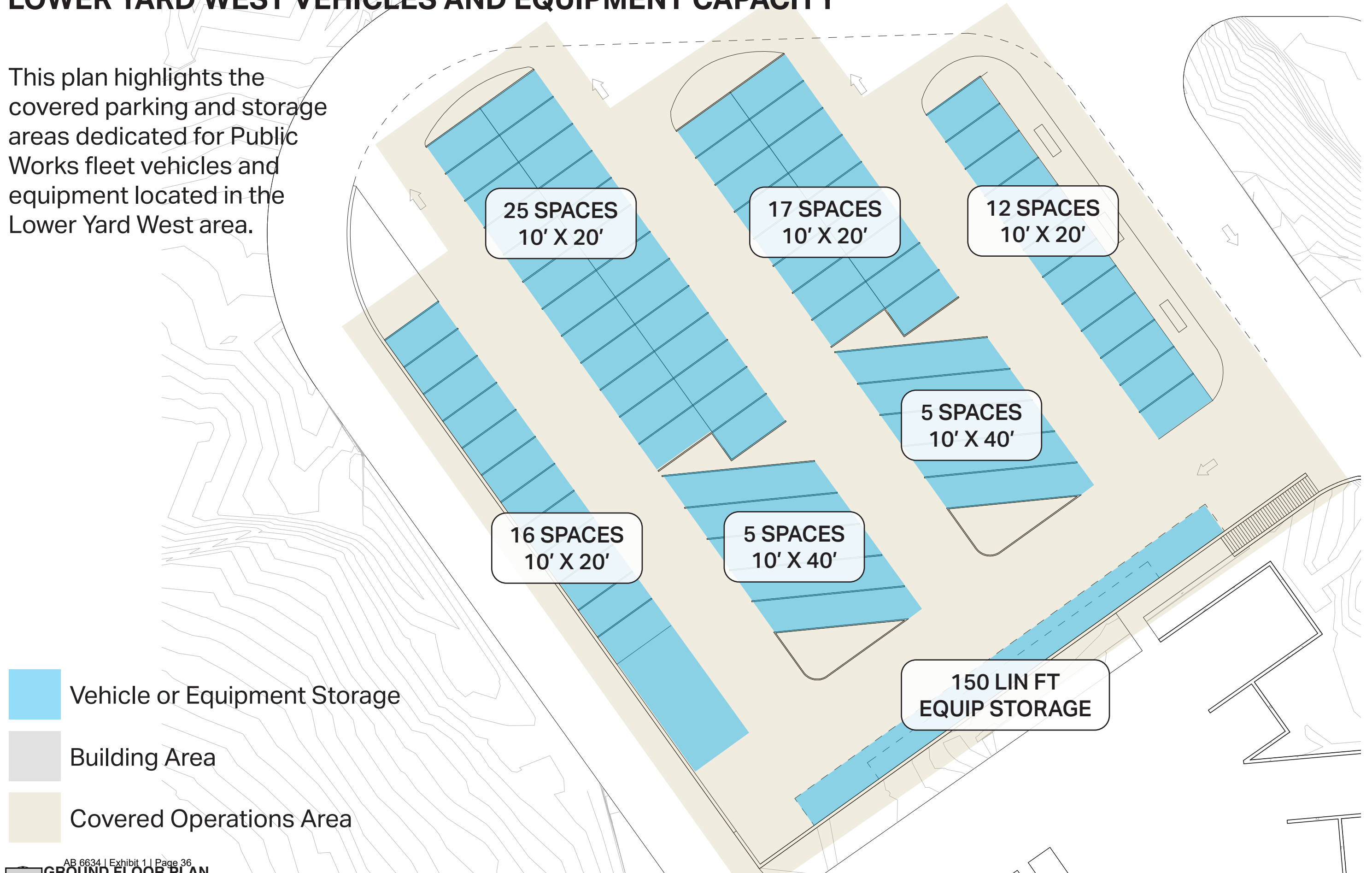


- Vehicle or Equipment Storage
- Building Area
- Covered Operations Area



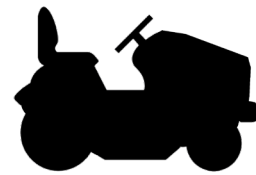
# LOWER YARD WEST VEHICLES AND EQUIPMENT CAPACITY

This plan highlights the covered parking and storage areas dedicated for Public Works fleet vehicles and equipment located in the Lower Yard West area.



# SPACES NEEDED AND SPACES PROVIDED

This graphic compares the quantity of currently owned equipment and vehicles with the proposed spaces included in facility planning.



## Equipment & Vehicles

**70** Needed **80** Provided

- Pick-up Trucks, Vans
- Cars, Forklift
- Tractors, Mowers
- Small Equipment

**11** Needed **20** Provided

Indoor/ Conditioned

## Trailers

**7** Needed **7** Provided

- Trailers
- Cargo Trailers

Note: 3 additional spaces are provided but are reserved for MIPD boat trailer storage.

## Oversize Vehicles

**6** Needed **8** Provided

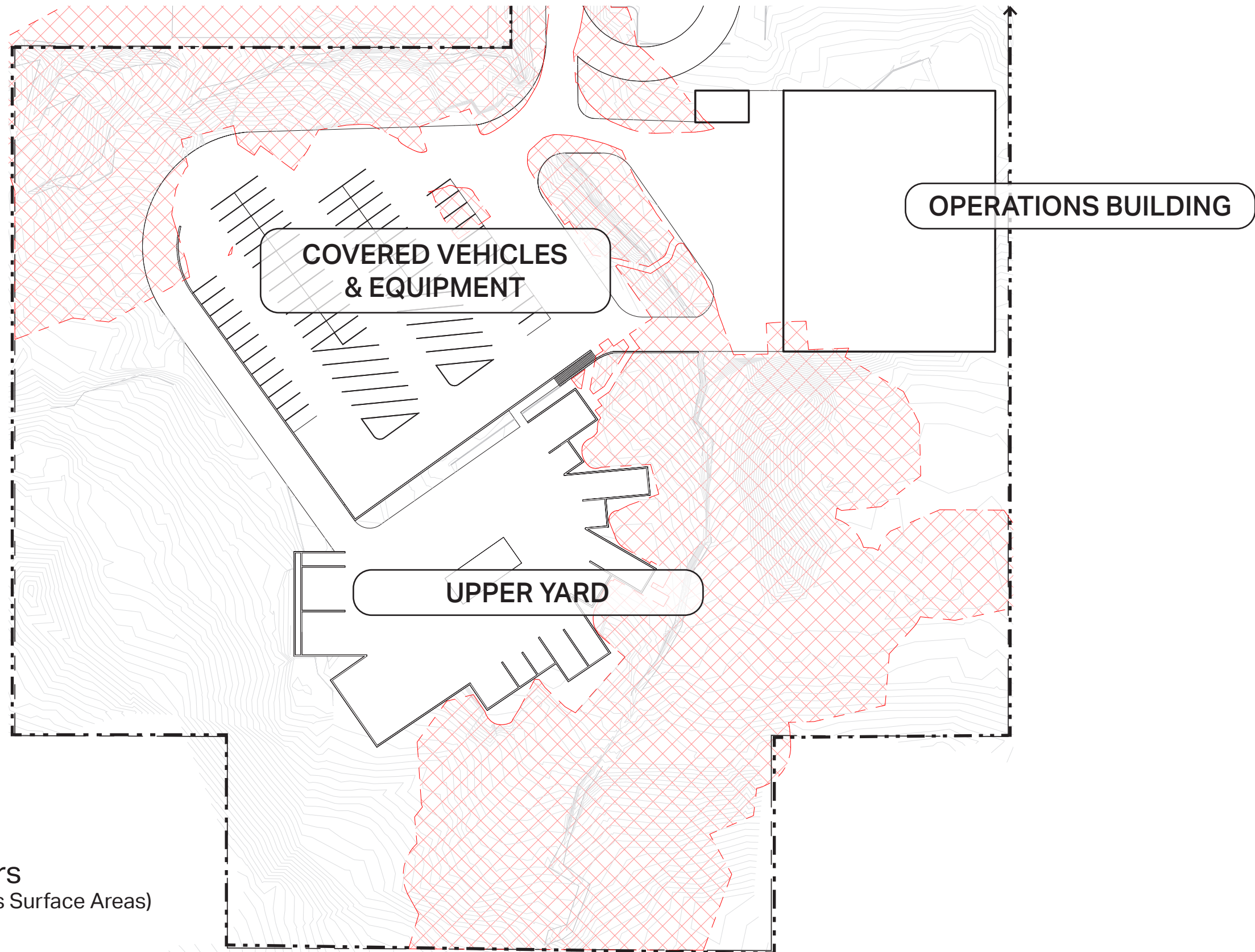
- Vac Trucks
- Dump Trucks
- Heavy Machinery

**6** Needed **8** Provided

Indoor/ Conditioned

# ENLARGED SOUTHERN SITE PLAN

This site plan illustrates the proposed footprints of the Operations Building and Lower Yard West areas alongside a delineation of existing critical area buffers and existing impervious surfaces.

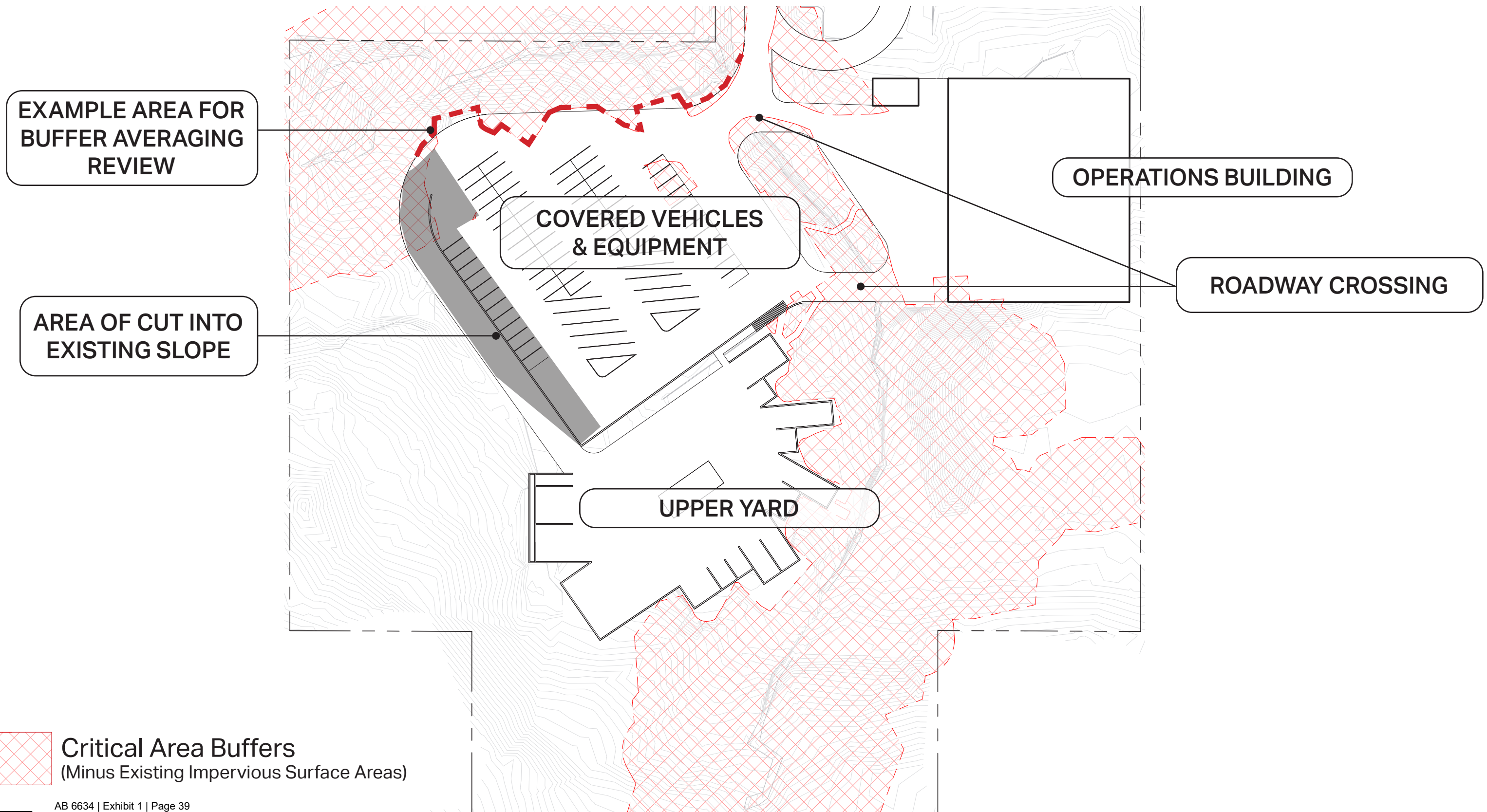


 **Critical Area Buffers**  
(Minus Existing Impervious Surface Areas)



# ACHIEVING THE NECESSARY SPACE FOR OPERATIONS IN THE YARD

The project works within existing areas of impervious coverage, incorporates new roadway crossings where needed, plans for buffer averaging and mitigation in select areas, and extends grade cuts where feasible to achieve necessary operational areas.



# Operations Building Capacities

- 1. Storage and Work Areas in the Existing Public Works Facility**
- 2. Storage and Work Areas in the Proposed Operations Building**
- 3. A Side-by-Side Comparison**
- 4. Storage Systems**
- 5. Material Lay-Down for Large Items and Capital Projects**



# Existing Facility

Item 17.

EXISTING PUBLIC WORKS BUILDING





# PHOTOGRAPH OF THE EXISTING PUBLIC WORKS FACILITY

This photograph illustrates shop and warehouse entrances on the northern side of the existing Public Works Facility.









# WAREHOUSE PHOTOGRAPH

This photograph of the existing warehouse illustrates the storage challenges posed by this early 1980's facility. Relatively low ceiling clearances (12'-0") and eccentrically shaped spaces do not contribute to efficient storage system planning.





# Operations Building

SE 40TH STREET

OPERATIONS BUILDING

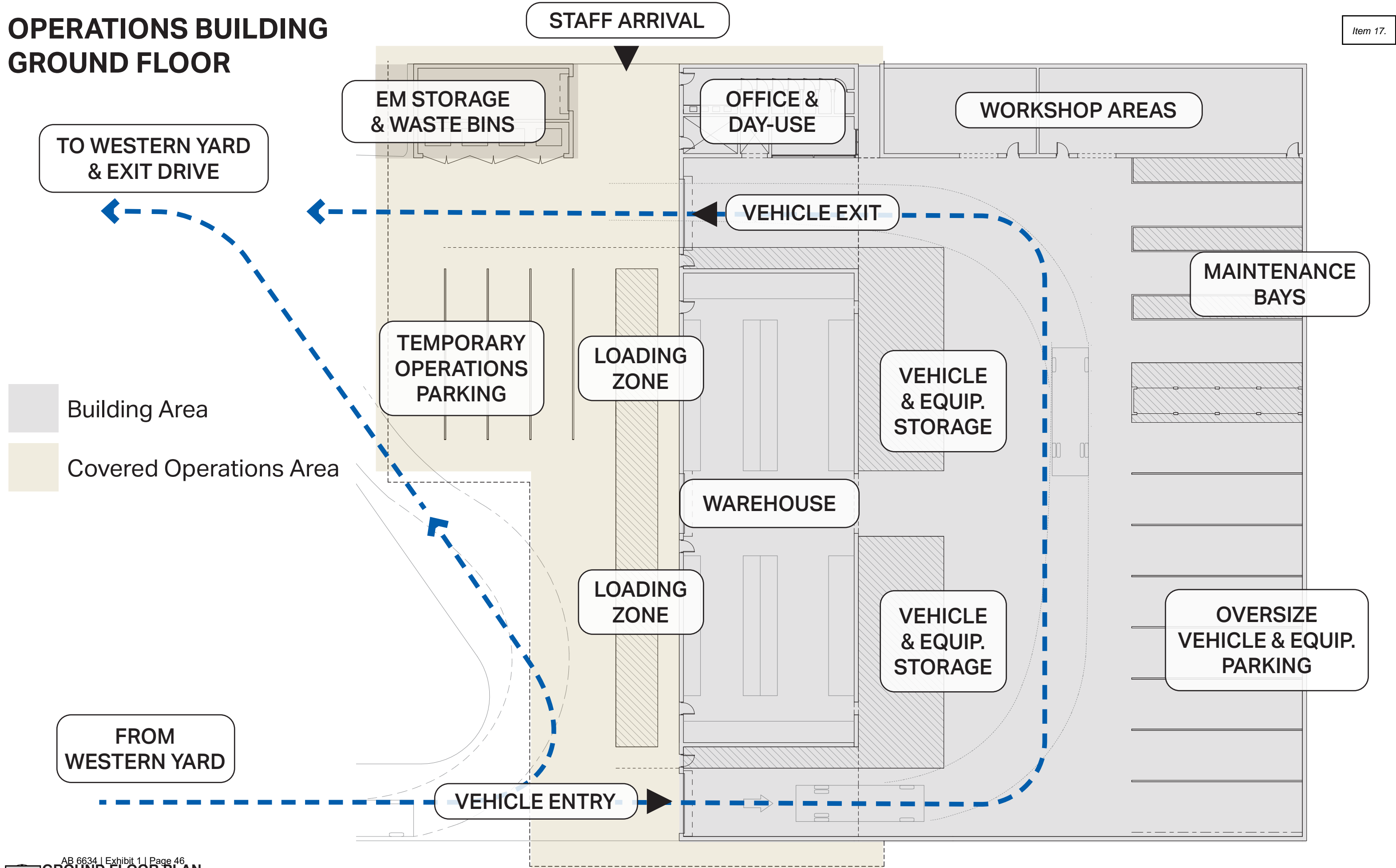
SE 36TH STREET





# OPERATIONS BUILDING GROUND FLOOR

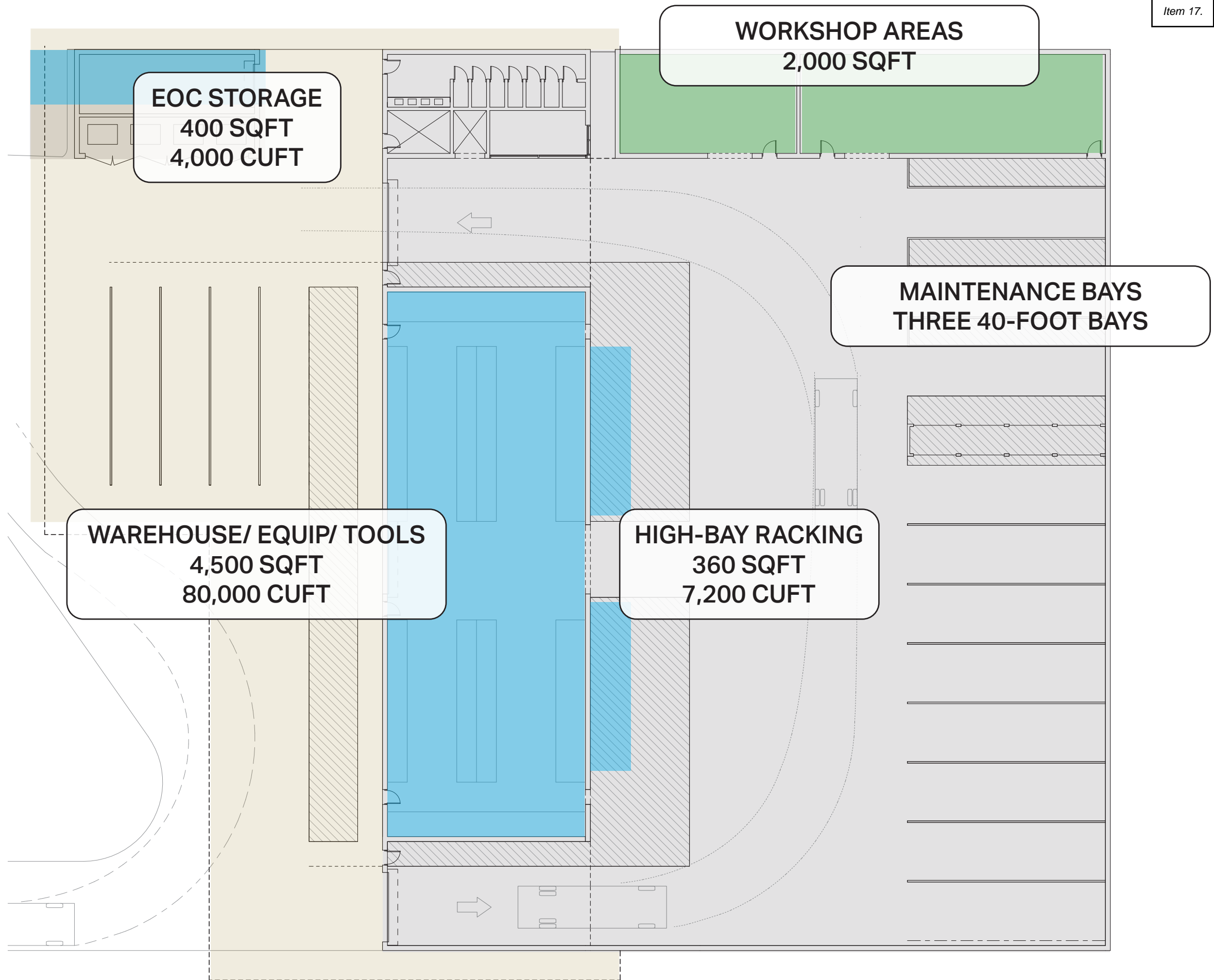
Item 17.



# OPERATIONS BUILDING GROUND FLOOR

This plan highlights the warehouse, storage areas, shop spaces, and maintenance bays in the proposed Operations Building.

- Storage Areas
- Workshop Areas
- Building Area
- Covered Operations Area

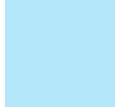

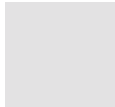
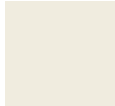


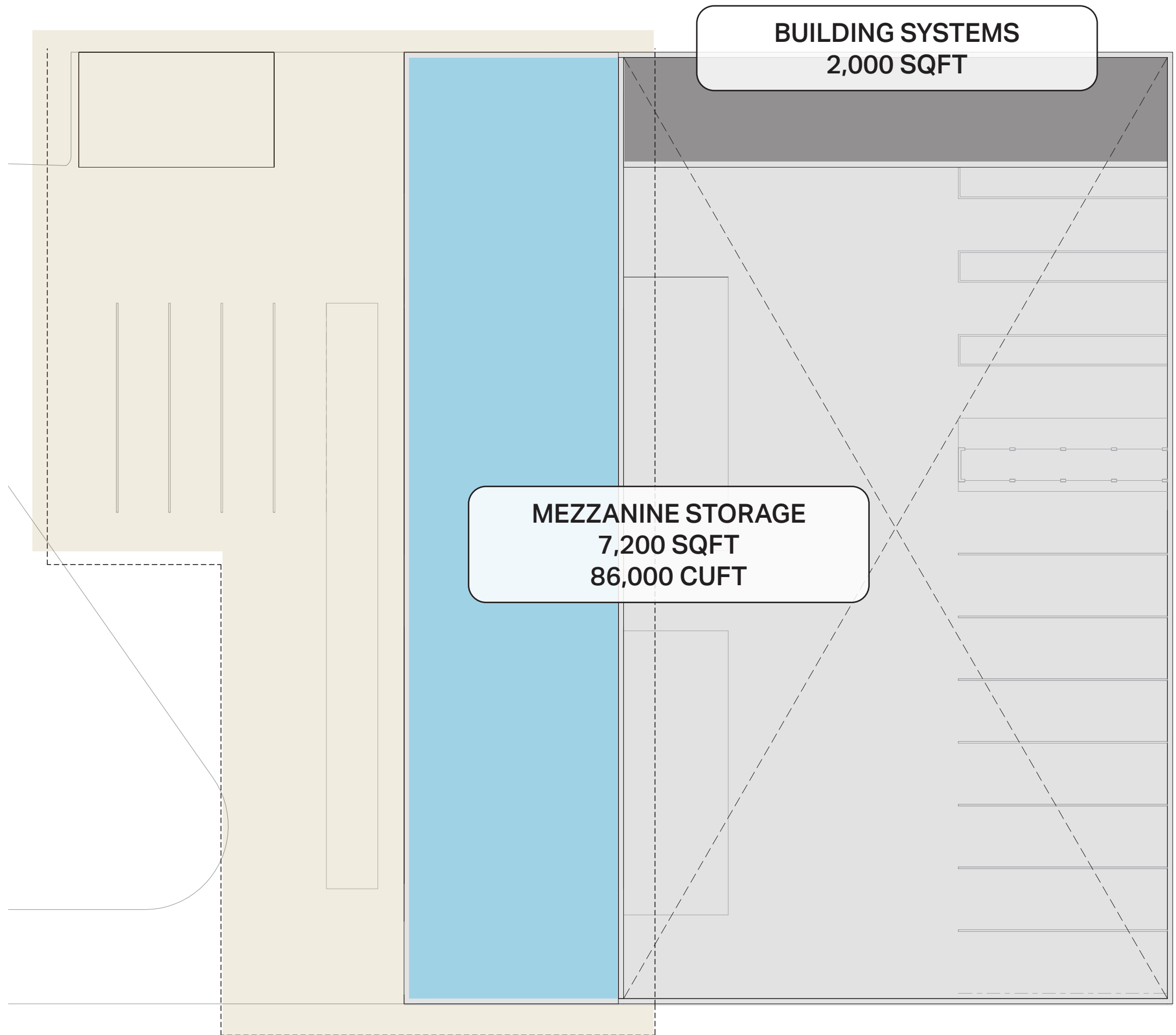
Item 17.



# OPERATIONS BUILDING MEZZANINE

This plan highlights mezzanine level storage and building systems spaces in the proposed Operations Building.

-  Mezzanine Storage
-  Building Systems Areas
-  Building Area
-  Covered Operations Area

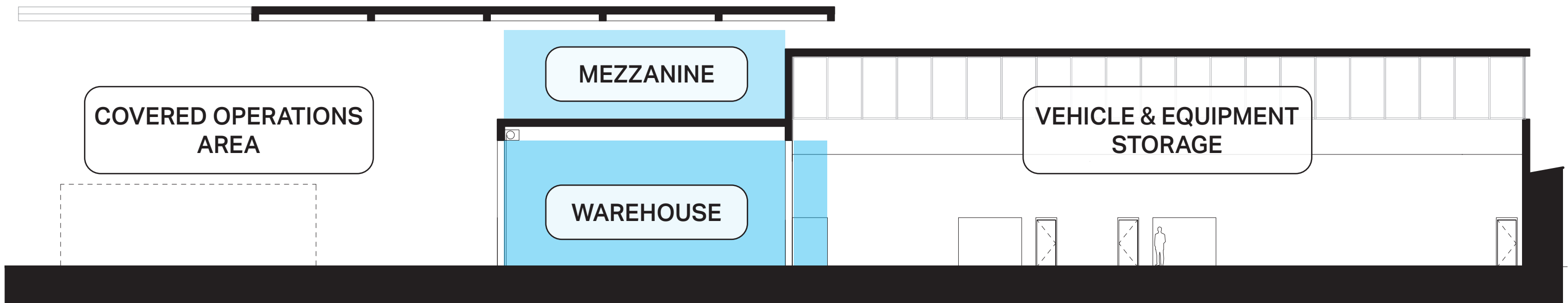


Item 17.

# OPERATIONS BUILDING SECTION

This section drawing illustrates storage area volumes, vertical positions, and relationships to loading and access areas.

- Warehouse Storage
- Mezzanine Storage



# COMPARING EXISTING AND PROPOSED STORAGE AND SHOP AREAS

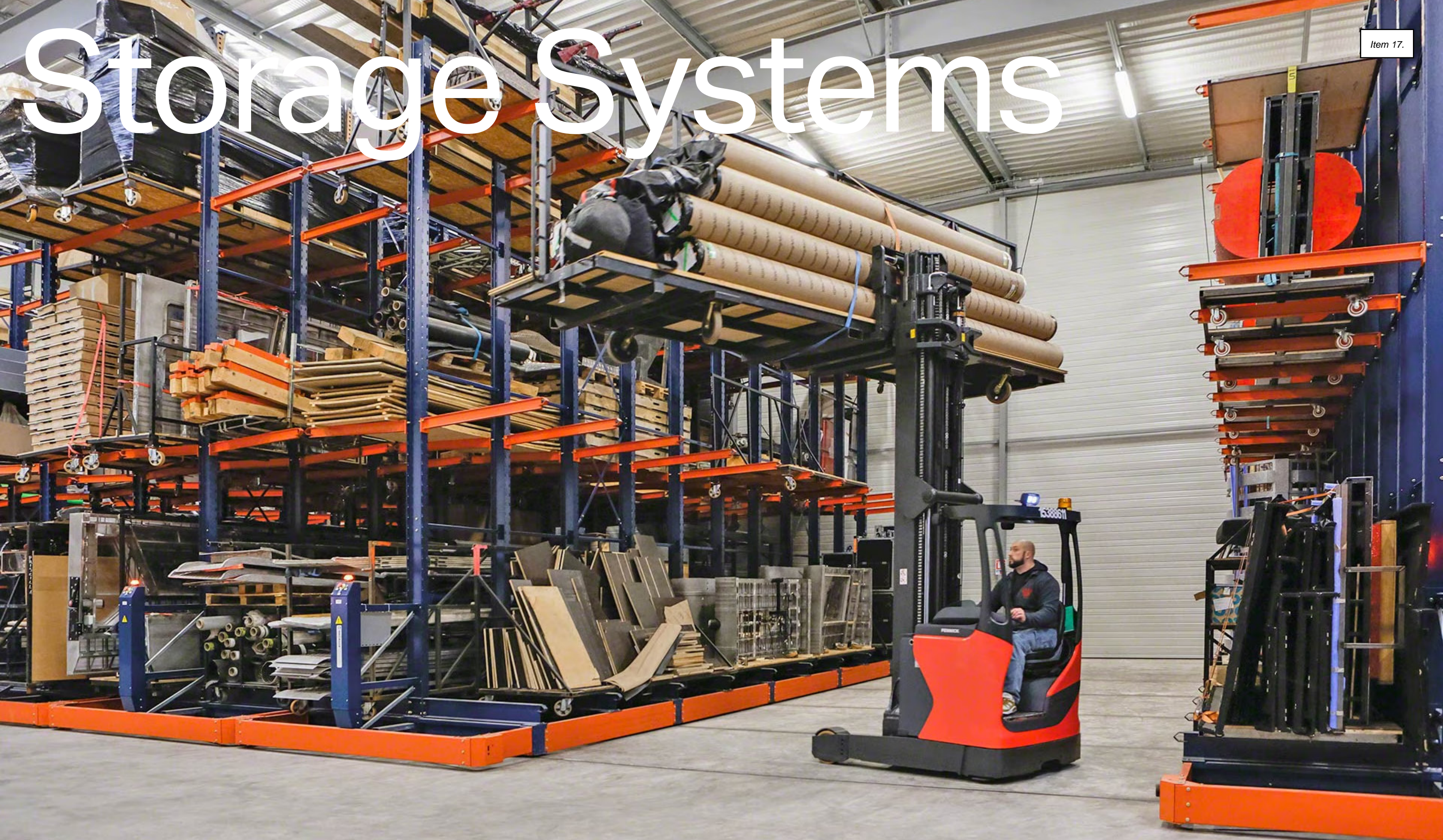
This table offers a side-by-side comparison of storage and shop areas between the existing public works building and the proposed Operations Building.

<b>FACILITY AREA</b>	<b>EXISTING PUBLIC WORKS</b>	<b>PROPOSED OPERATIONS BUILDING</b>
WAREHOUSE RACK AREAS	3,900 Square Feet 46,900 Cubic Feet	4,500 Square Feet 80,000 Cubic Feet
MEZZANINE STORAGE	None	7,200 Square Feet 86,000 Cubic Feet
CANTILEVER RACK AREAS	None	7,200 Cubic Feet 18,000 Cubic Feet (In West Yard)
<b>TOTAL STORAGE</b>	<b>3,900 Square Feet 46,900 Cubic Feet</b>	<b>11,700 Square Feet 191,200 Cubic Feet</b>
<b>TOTAL WORKSHOP AREAS</b>	<b>1,500 Square Feet</b>	<b>2,000 Square Feet</b>



# Storage Systems

Item 17.



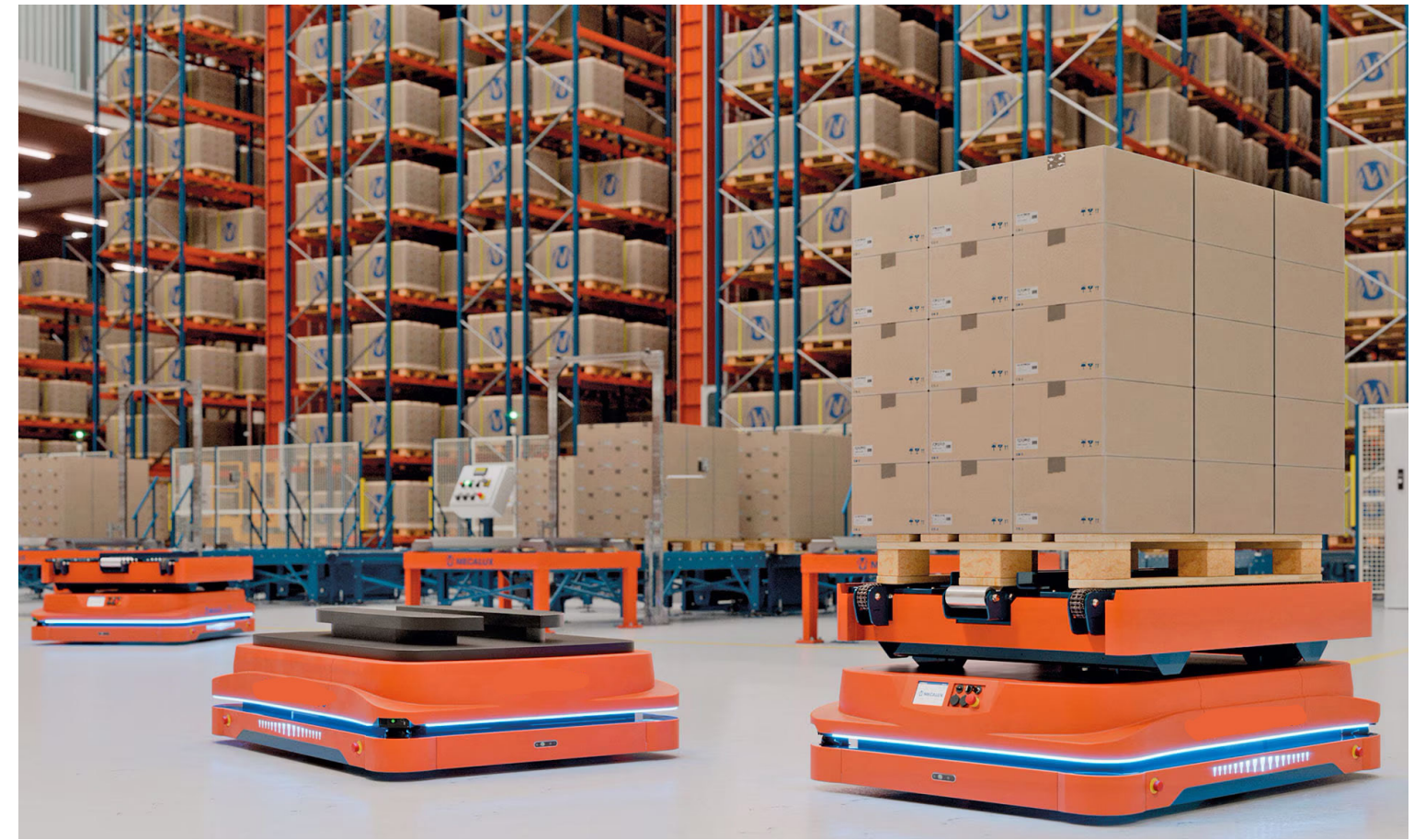


# AUTOMATED WAREHOUSE STORAGE AND PICKING SYSTEMS

Advancement in automated warehouse storage systems is focused on streamlining the internal transport of goods within the warehouse, and between warehouse racks and transport vehicles.



## 3-D Automated Pallet Shuffle Systems



## Autonomous Mobile Robots (AMRs)



# APPLICATIONS FOR AUTOMATED SYSTEMS

Automated systems are designed for larger facility use cases, where the movement of pallets and vehicles is precisely timed. This presents a very different use case than the daily operations related to material, equipment, and tool storage for Public Works maintenance and operations teams.





# PUBLIC WORKS STORAGE SYSTEMS

For the Public Works Operations Building, storage systems focus on three key use-case criteria that lead to the selection of a more traditional range of storage options.

## Partial Pallet, Box, or Bin Access

Staff regularly need to select small quantities of materials, equipment, or tools, from pallets, boxes, or bins.

## Simultaneous Access by Numerous Team Members

Project teams divide the task of material, equipment, and tool collection in order to more efficiently load vehicles and prepare for work in a timely manner. That workflow requires simultaneous aisle access by numerous team members.

## Unscheduled Access Throughout the Day

Though most teams collect materials, equipment, and tools each morning for work that day, it is not uncommon to need to return to storage areas at differing points in the day to either collect additional items or to collect a new set of items for a new or related task.

# TRADITIONAL PALLETTE RACKING

Traditional pallet racking is the most universal storage system thanks to its versatility. Its distribution in the warehouse creates a series of interior aisles, enabling direct, individual access to all pallets.

## Benefits:

**Direct access to each pallet:** All pallets are accessible from the working aisle

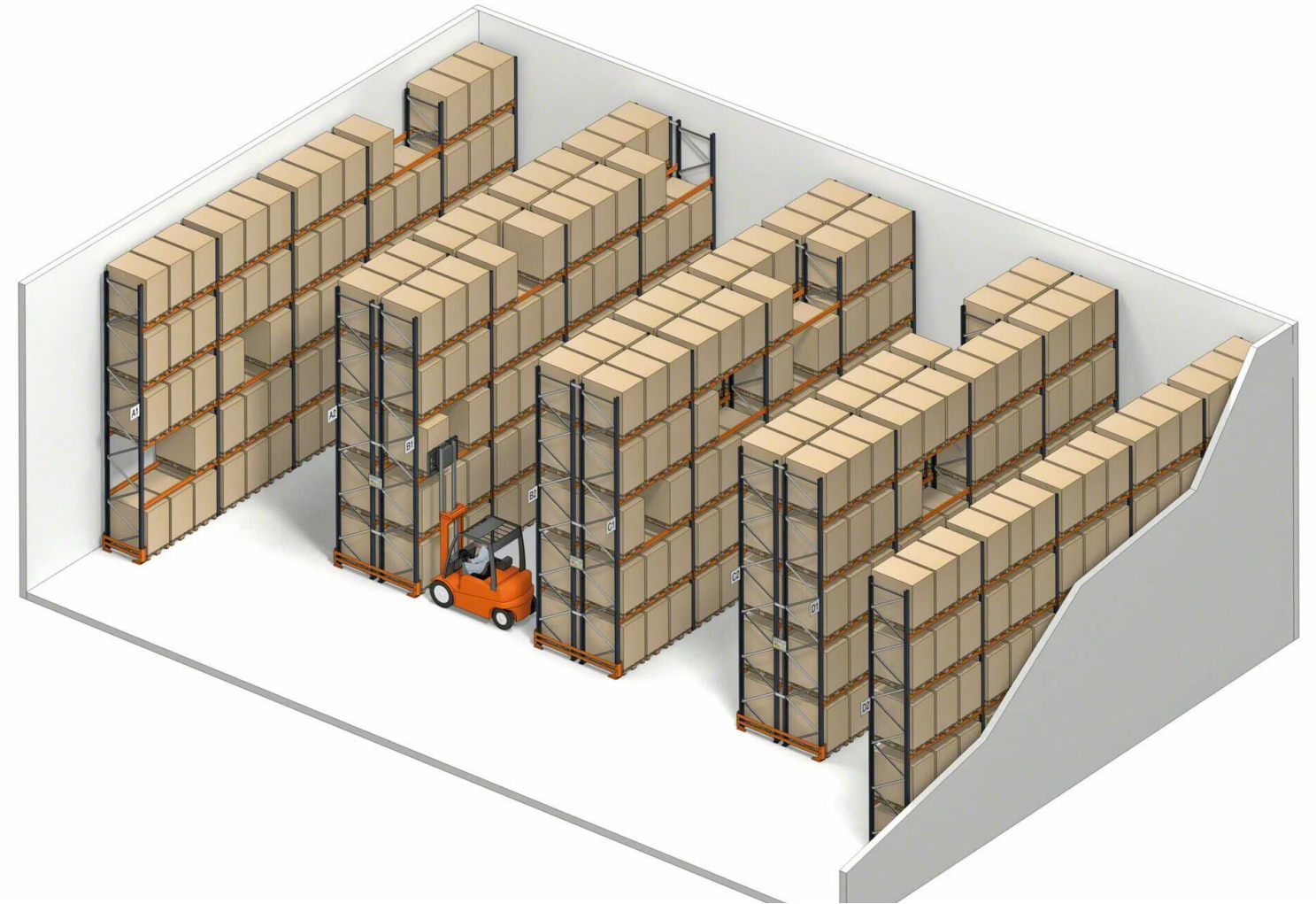
**Easy implementation:** The structures are assembled quickly and have a low maintenance cost.

**Versatile:** Racks adapt to the height of the facility and to multiple load types (from pallets and containers of different weights and sizes to boxes, drums and reels).

**Configurable and scalable:** The height of the storage levels is adjustable and can be modified to reconfigure the storage system.

**Easily accessible:** All aisles and all material is accessible at all times.

**Best Case for Public Works Storage: Regularly accessed stock.**





# MOBILE RACKING SOLUTIONS

Mobile racking is a high-density storage solution that considerably increases storage capacity while maintaining direct access to each pallet. The racks are mounted on motorized mobile bases that move laterally along rails.

## Benefits:

**Increased capacity:** Movable storage racks provide 80 to 120% more capacity than conventional pallet racking.

**Direct access:** The only high-density storage system allowing direct access to all stock stored.

**Versatility:** Can be adapted to store non-palletized loads, such as coils, pipes and profiles.

## Challenges:

**Simultaneous use:** May not be suitable for use by multiple staff accessing multiple racks (aisles) for widely differing materials.

**Best Case for Public Works Storage:** For the storage of attic stock or other rarely access goods, or for the storage of planned-access goods.





# CANTILEVER RACKING

Cantilever racks are designed to accommodate long and bulky loads, such as metal profiles, plastic pipes and timber. The system offers direct linear access to stored goods.

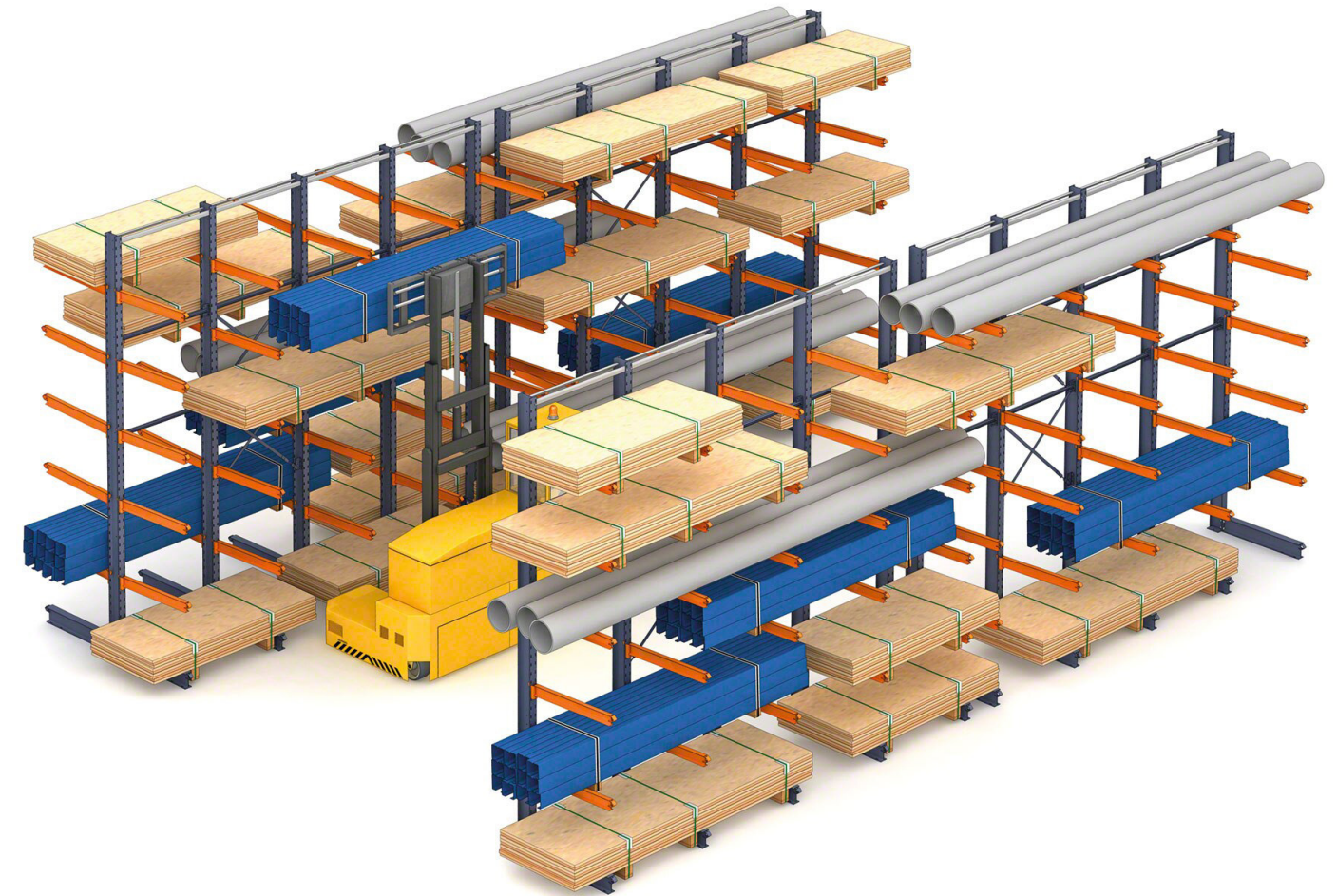
## Benefits:

**Wide variety of loads:** The system is easily adaptable to a broad range of long and bulky loads of various weights and dimensions.

**Direct access and excellent visibility:** The racks enable immediate visual identification of stored goods as well as direct access to them.

**Space optimization:** Can be installed in single runs to take advantage of open wall surfaces.

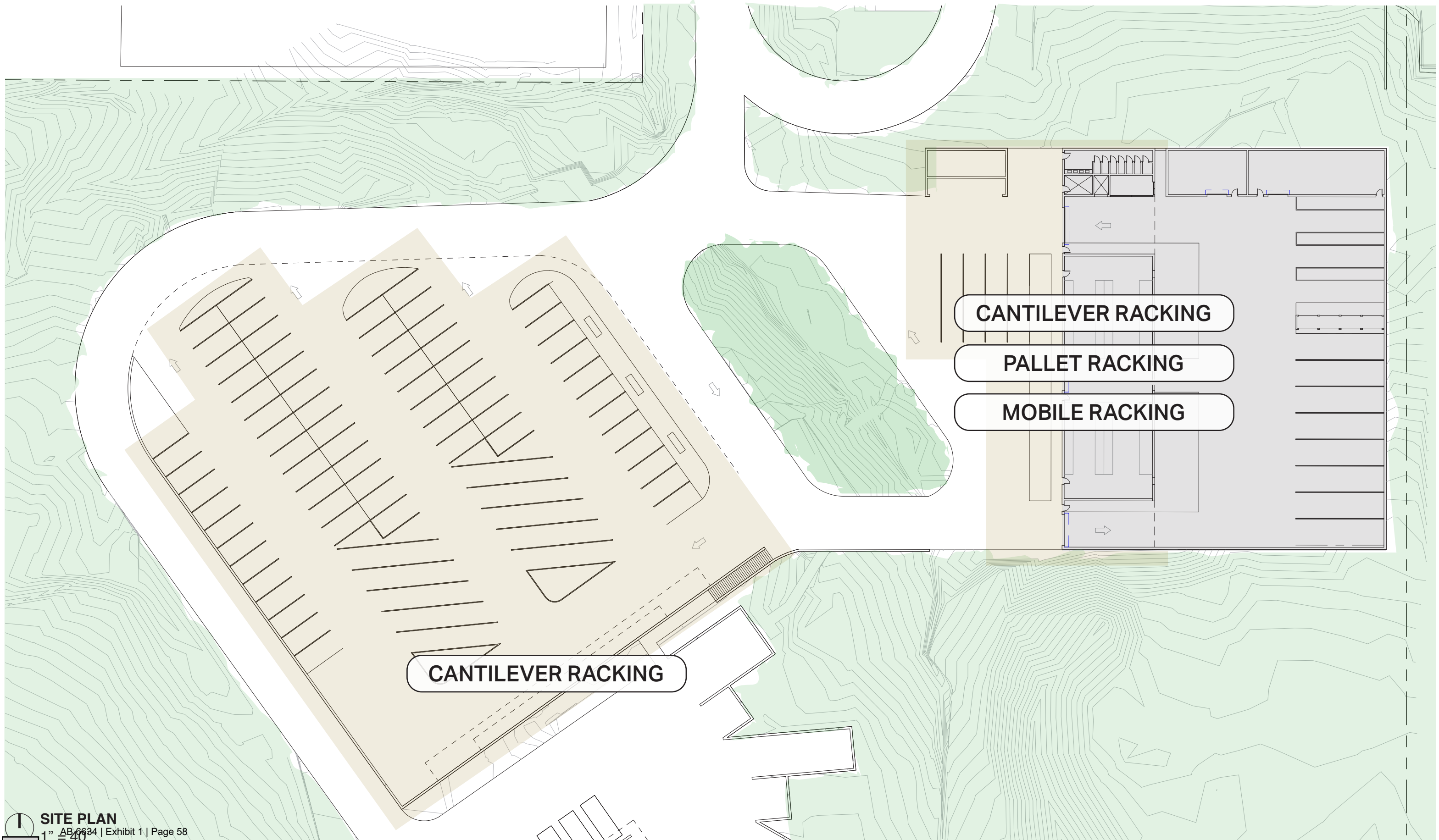
**Suitable for outdoor use:** Racks may be used outdoors when combined with overhead cover to protect goods from adverse weather conditions in outdoor facilities.



**Best Case for Public Works Storage:**Storage of long, eccentric, and bulks items needing direct access. Increasing facility storage capacity through the use of open faced wall surfaces.



# LOWER YARD DISTRIBUTION OF STORAGE SYSTEMS



# OPERATIONS BUILDING STORAGE SYSTEMS

Operations Building storage systems are located to take advantage of available floor and wall surfaces, and to enable use-case receipt and retrieval of materials, equipment, and tools.

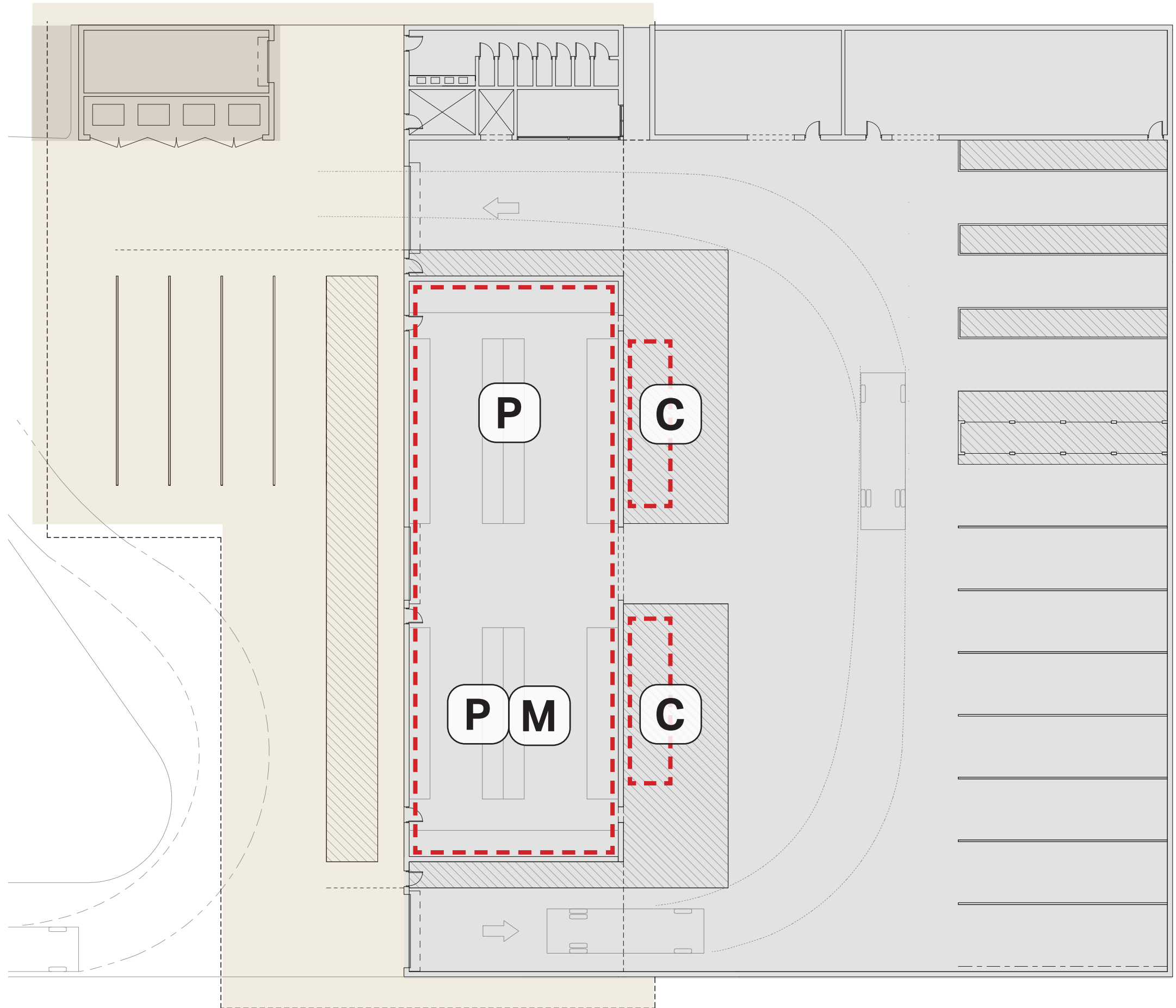
The Warehouse totals approx. 80,000 cubic-feet of volume and may employ a combination of Traditional and Mobile Pallet Racks.

**P** Traditional Pallet Racks

**M** Mobile Pallet Racks

The high-bay walls on the east side of the warehouse contribute an additional 7,200 cubic-feet of storage capacity,

**C** Cantilever Racks

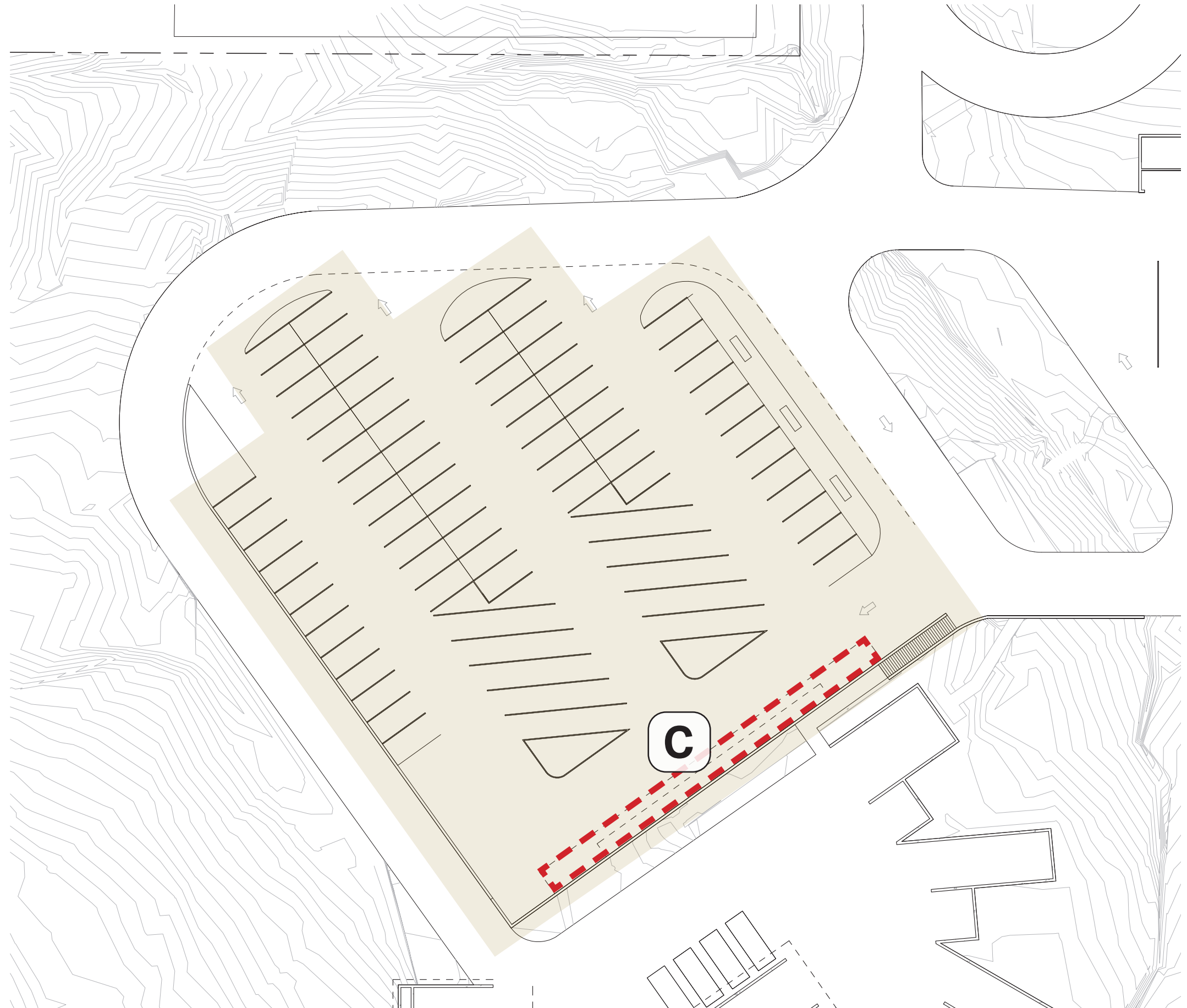


# LOWER YARD WEST STORAGE SYSTEMS

Lower Yard West storage systems are located to take advantage of available retaining wall surfaces and overhead cover, and to enable use-case receipt and retrieval of materials.


The retaining wall on the southern side of the lower yard contribute an additional 18,000 cubic-feet of storage capacity,

**C** Cantilever Racks





# TWO PHOTOGRAPHS OF EXISTING BULKY-ITEM AND CAPITAL PROJECTS STORAGE

 Site Photograph





# DELIVERY STORAGE OF PALLET ITEMS AND TIMBERS

Without adequate lay-down space for bulky-items, including timbers, some project and supply deliveries are deposited roadside until space is made available or until collected by capital projects crews or third party contractors.





# DELIVERY STORAGE OF LARGE BOXES ITEMS

Without adequate lay-down space for bulky-items, including large boxed material and supply deliveries, some deliveries are deposited in parking areas until space is made available or until collected by capital projects crews or third party contractors.

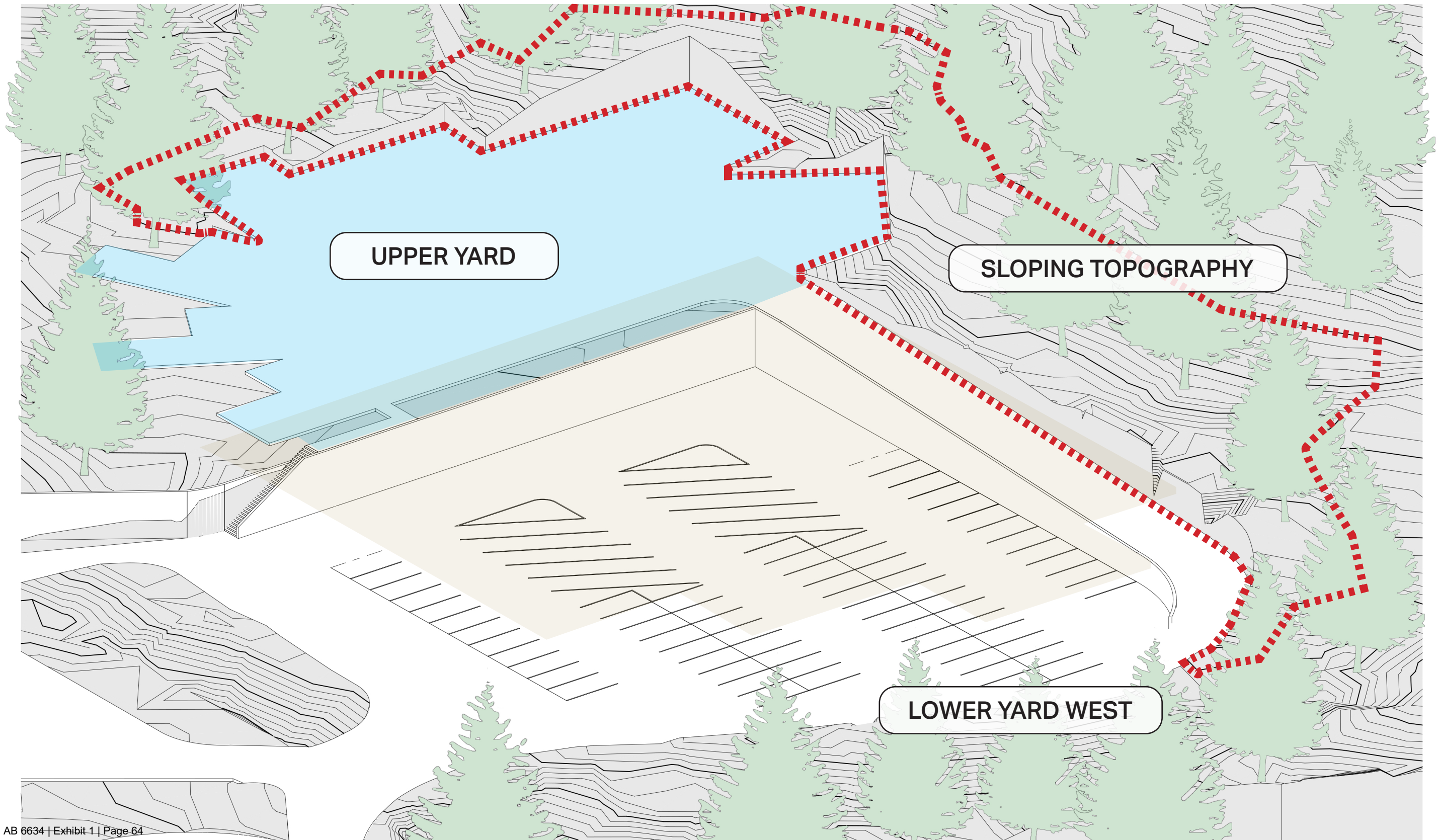


PROJECT MATERIALS STORED IN  
PARKING AREAS



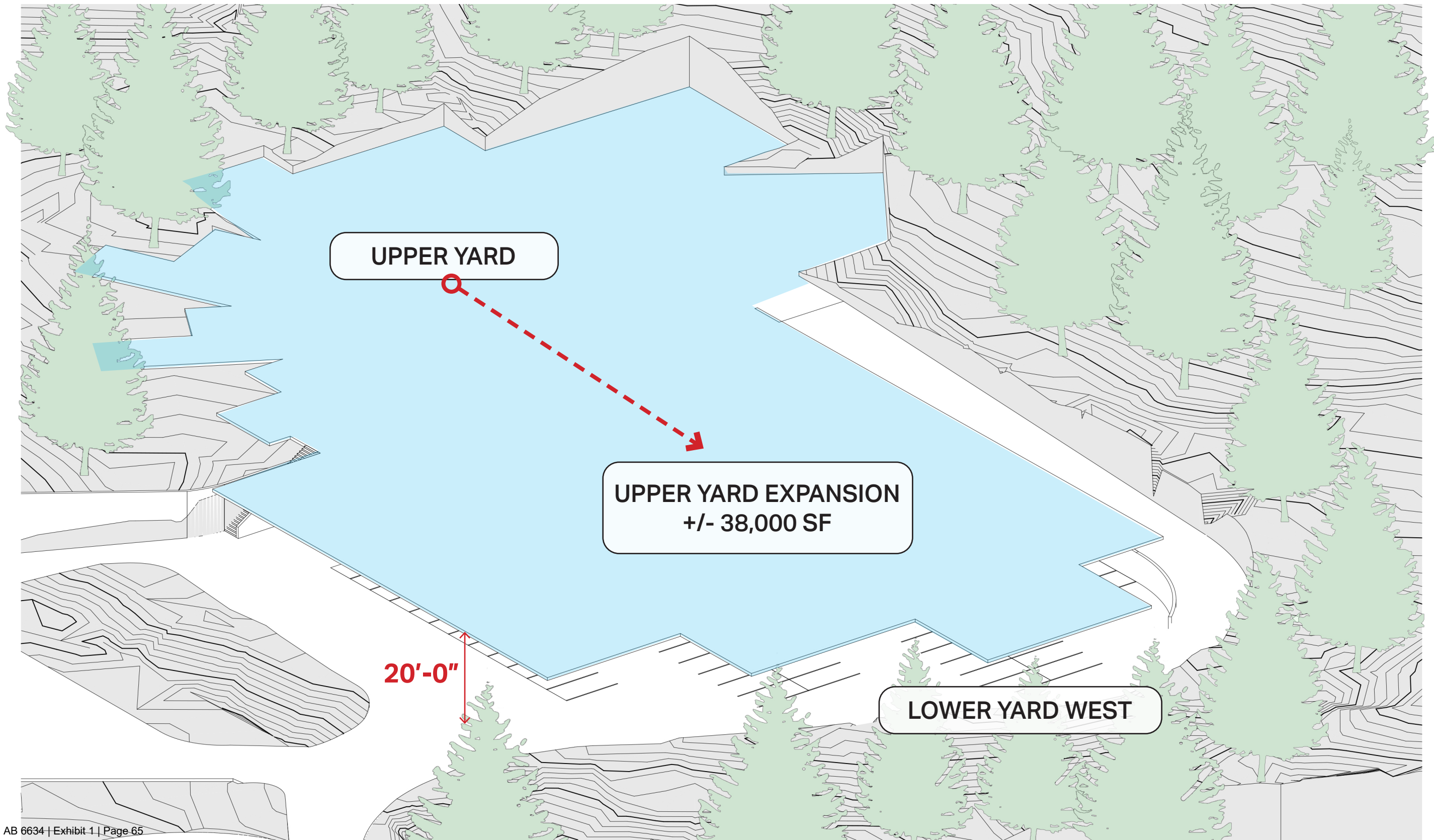
# STORAGE AND OPERATIONS AREAS ON A SLOPING SITE

Areas of the existing site not occupied by critical area buffers consist of sloping topography.



# EXPANSION THROUGH LOAD-BEARING STRUCTURE

Expansion over lower areas offers an alternative to further excavation. This strategy would convert weathering cover into a load-bearing structure for the storage of bulky and capital projects materials.

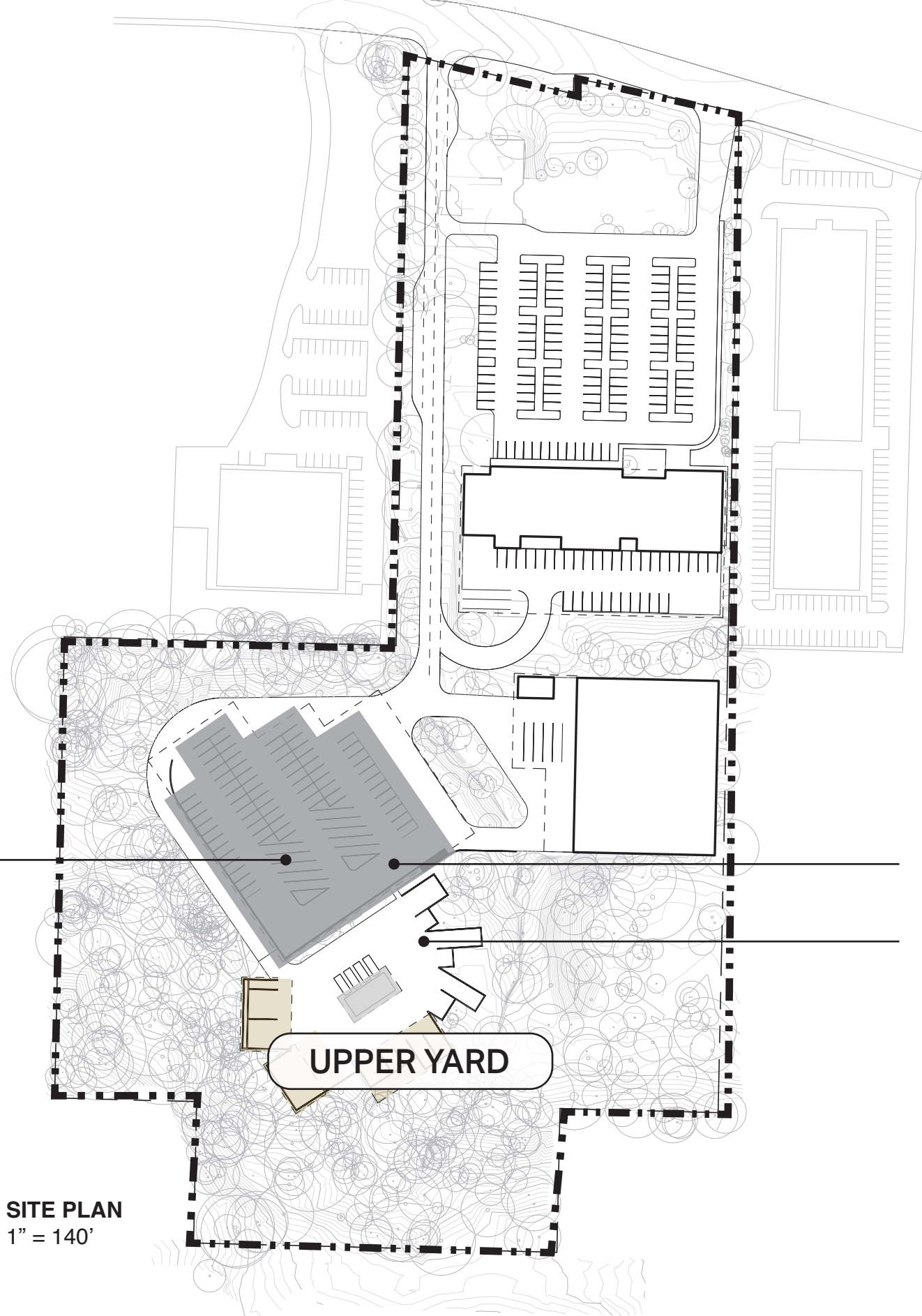




# POTENTIAL EXPANSION OF UPPER YARD - A FULL "LID" OVER THE LOWER YARD

This site plan illustrates the potential to convert the Lower Yard West weathering cover into a load bearing structure, adding approximately 38,000 Square Feet to site storage capacity.

Full area conversion cost:  
+/- \$6,000,000 to \$8,000,000



**LOWER YARD "LID"**  
38,000 SQFT

DECK ELEV +/- 145.00'

UPPER YARD +/- ELEV 145.00'

**UPPER YARD**

**SITE PLAN**  
1" = 140'

**Potential Load-Bearing Structure**

AB 6634 | Exhibit 1 | Page 66

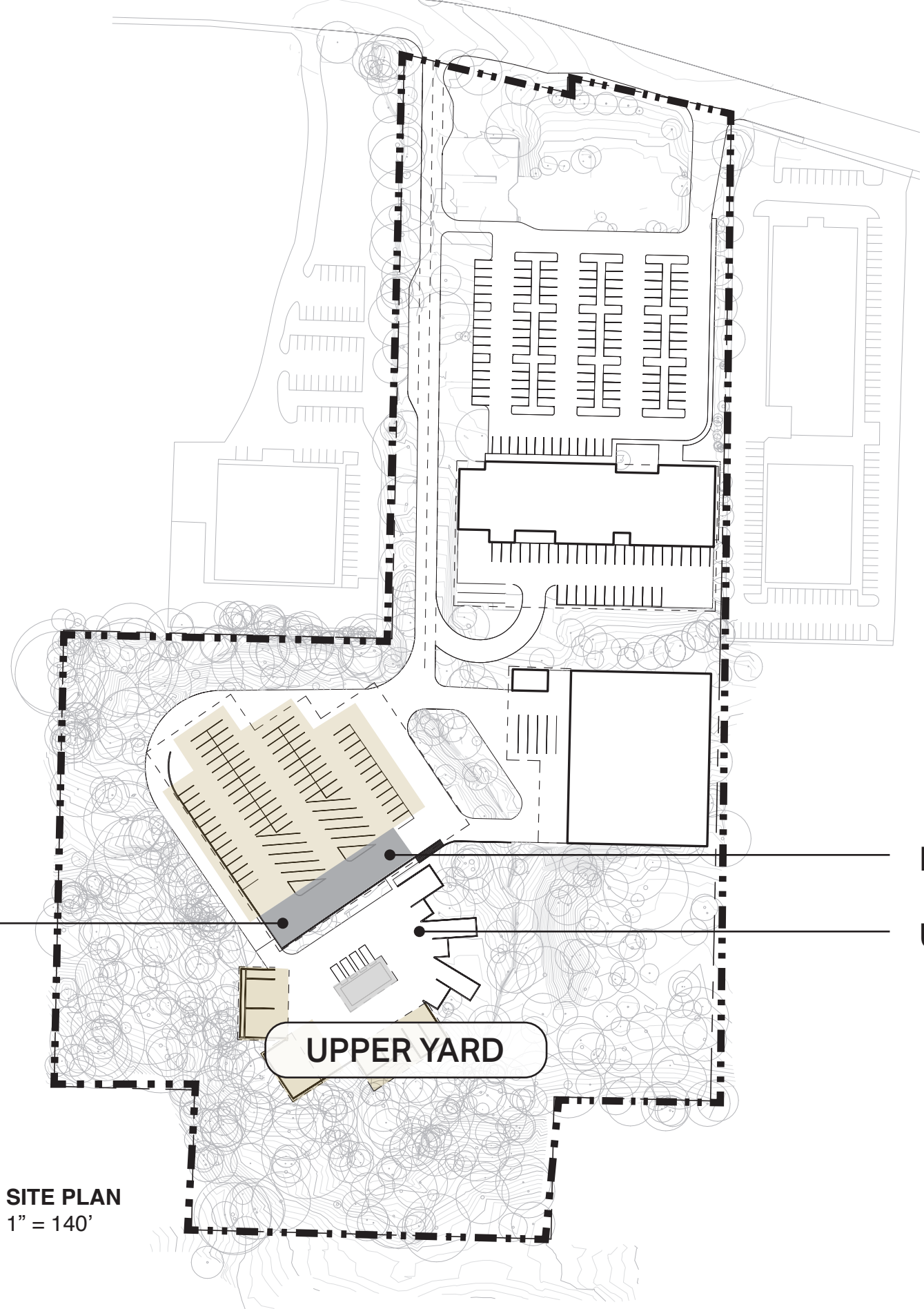




# POTENTIAL EXPANSION OF UPPER YARD - A "PARTIAL LID" OVER THE LOWER YARD

This site plan illustrates the potential to convert a portion of the Lower Yard West weathering cover into a load bearing structure, adding approximately 8,000 Square Feet to site storage capacity.

Partial area conversion cost:  
+/- \$1,000,000 to \$2,000,000



LOWER YARD WEST  
"PARTIAL LID"  
8,000 SQFT

DECK ELEV +/- 145.00'

UPPER YARD +/- ELEV 145.00'

UPPER YARD

Potential Load-Bearing Structure

SITE PLAN  
1" = 140'

AB 6634 | Exhibit 1 | Page 68

# Functions and Uses of Operations Building and Yard



AB 6634 | Exhibit 1 | Page 69

# Functions and Uses of Operations Building and Yard

- During the previous City Council discussion, several questions were asked about the purpose and function of several public works requirements and operations.
- Public Works staff will provide additional information on the following:
  - Overview of the proposed maintenance bays and information on their planned use.
  - Explanation of indoor heated vehicle storage, versus outdoor covered vehicle storage.
  - Need for the wash bay and decant facility.

# Vehicle and Equipment Maintenance Bays

- In current maintenance building, only 4 bays to store vehicles overnight requiring conditioned space. Same 4 bays used during day for vehicle maintenance.
- Mechanic lift is mobile, allowing some flexibility in use of space, but is significant daily effort to shuffle vehicles at the beginning and end of shift to make space.



# Vehicle and Equipment Maintenance Bays

- Public Works operations include 24/7 response.
- Specific vehicles/equipment must be operational for these responses.
- During freezing temperatures, at least 4 vehicles/pieces of equipment need conditioned spaces to prevent freezing including:
  - Street Sweeper
  - Hydro Excavator
  - Vactor/Jetter Truck
  - Liquid Deicer Unit (truck with equipment)



# Vehicle and Equipment Maintenance Bays

- Other vehicles/equipment need covered storage (non-conditioned space) to extend expected useful life of vehicle or equipment to prevent against moisture damage/sun degradation.



# Role of Wash Bay

- Maintenance of vehicles and equipment is essential to operations. Wash bays are utilized to clean and prolong equipment. Wash bays are used by all City equipment.
- Lifespan of vehicles and equipment varies:
  - Patrol Vehicles 3-4 years
  - Standard Vehicles 8-10 years (Pool vehicles, PW trucks, etc...)
  - Heavy or Specialized equipment 10-15 years (Loaders, Backhoes, Parks Tractors, etc...)

# Role of Wash Bay

- Small wash bay is used primarily by smaller equipment including CPD, MIPD, Recreation and Public Works.
- Although equipment is specialized, it is used as multipurpose.
  - Vactor truck often used for sewer utility work and Stormwater work.
  - Prior to use or cross-over – equipment must be clean and sanitary for work.





# Role of Decant Facility

- A decant facility is designed to separate solid debris from liquids.
  - Liquids enter the sewer system for eventual treatment (KC system)
  - Solids are stored under cover, dried, tested and transported for disposal
  - When primary collection of material is completed, often solids are immersed in liquids and require time to “settle” or separate.
- Street Sweeper, Hydro Excavator, Vactor and seasonal parks equipment (mower decks) often use this system. Primarily used for large/heavy equipment.



# Public Safety and Maintenance Building



PSM BUILDING

PUBLIC & STAFF PARKING

SE 36TH STREET

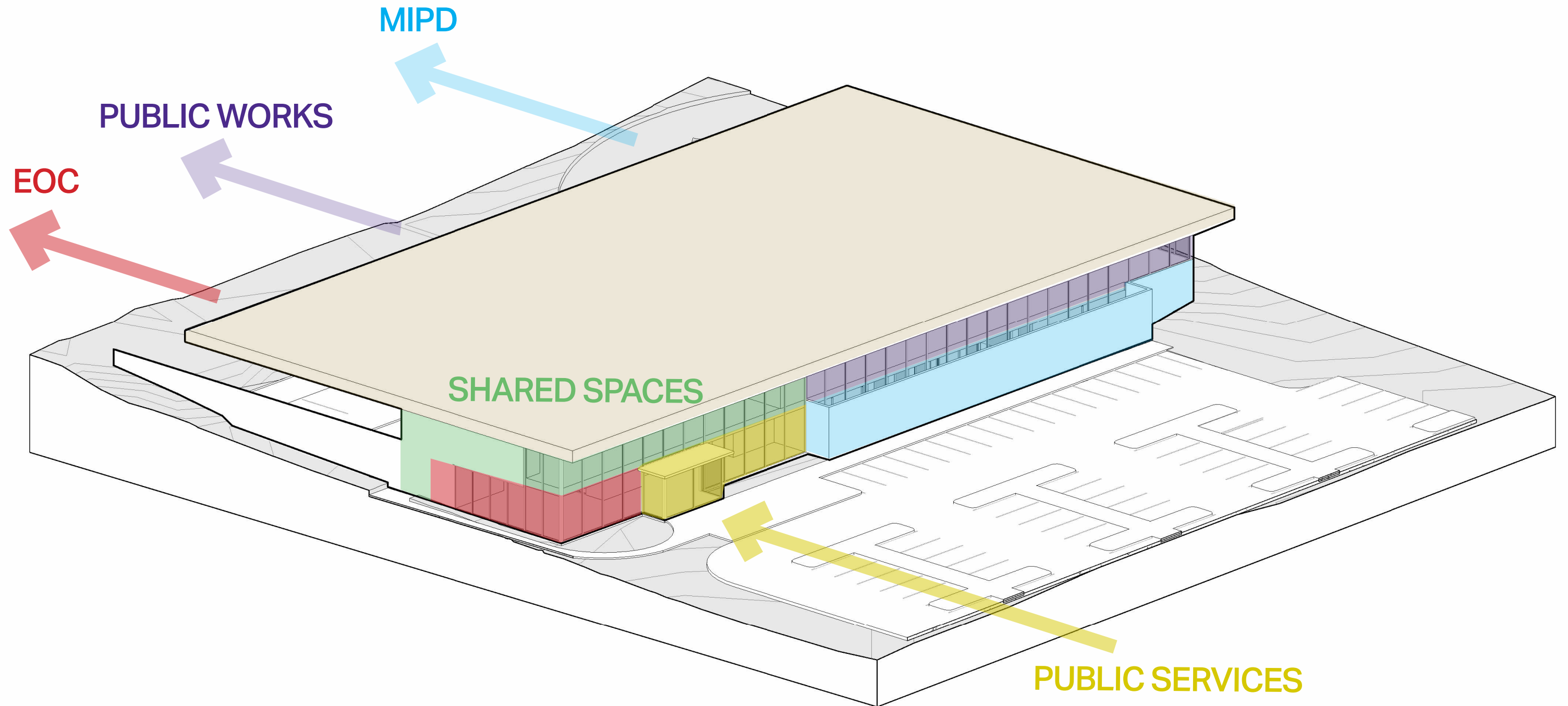


# PSM Building Capacity Item 17.

- 1. Public Works Officing Capacities**
- 2. MIPD Officing Capacities**
- 3. MIPD Fleet**

# PUBLIC SAFETY AND MAINTENANCE BUILDING DIAGRAM

This diagram illustrates the basic programmatic organization of the Public Safety & Maintenance Building.





This graphic identifies the number current staff, by department and workspace type, with space assignments in the PSM Building.

## Current Seats Needed

### Public Works

- 7** Offices
- 41** Workstations
- 10** Flex-Desks

### Customer Svc.

- 1** Office
- 5** Workstations

### IT / GIS

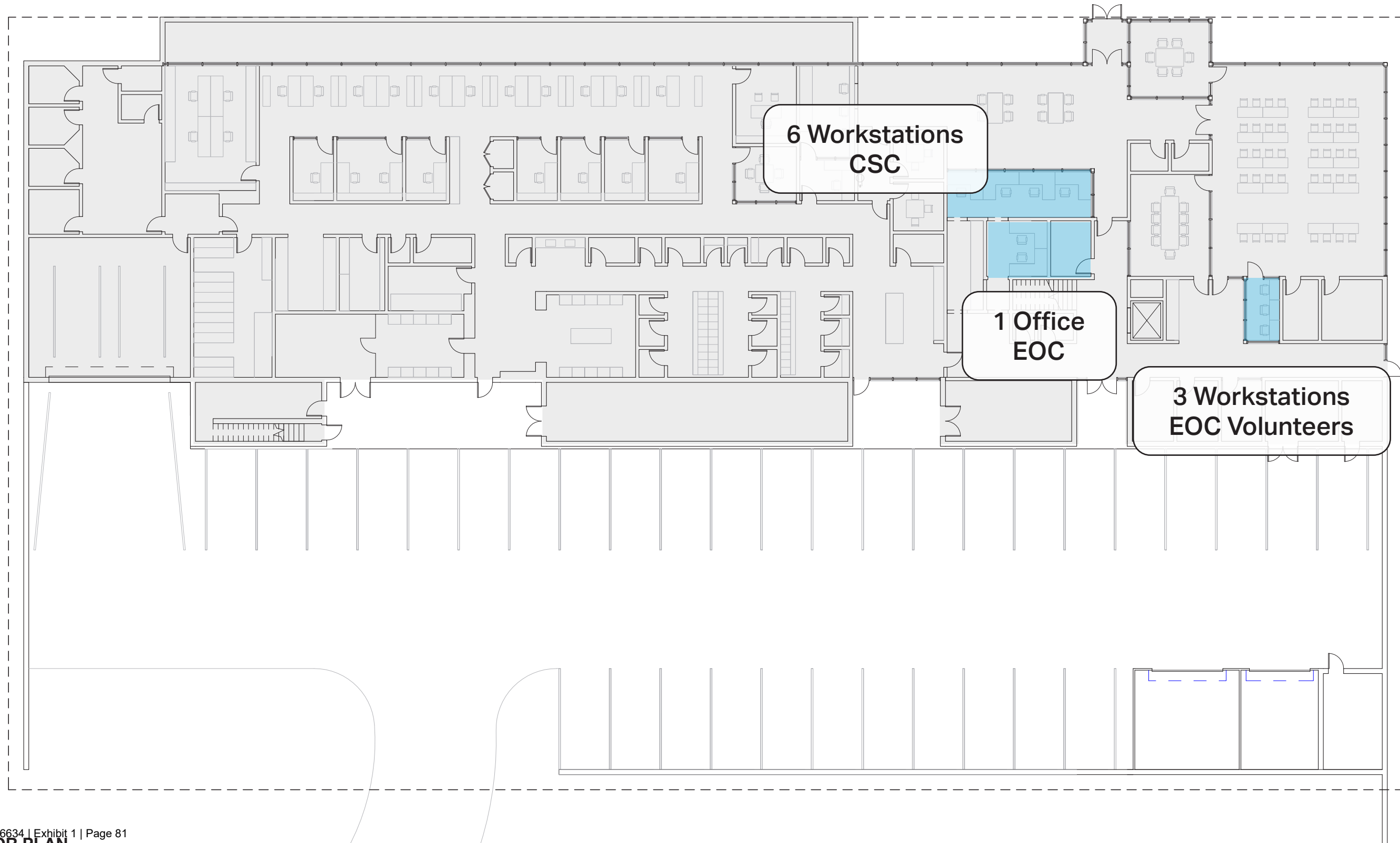
- 5** Desks

### EOC

- 1** Office
- 2** Workstations (Volunteers)

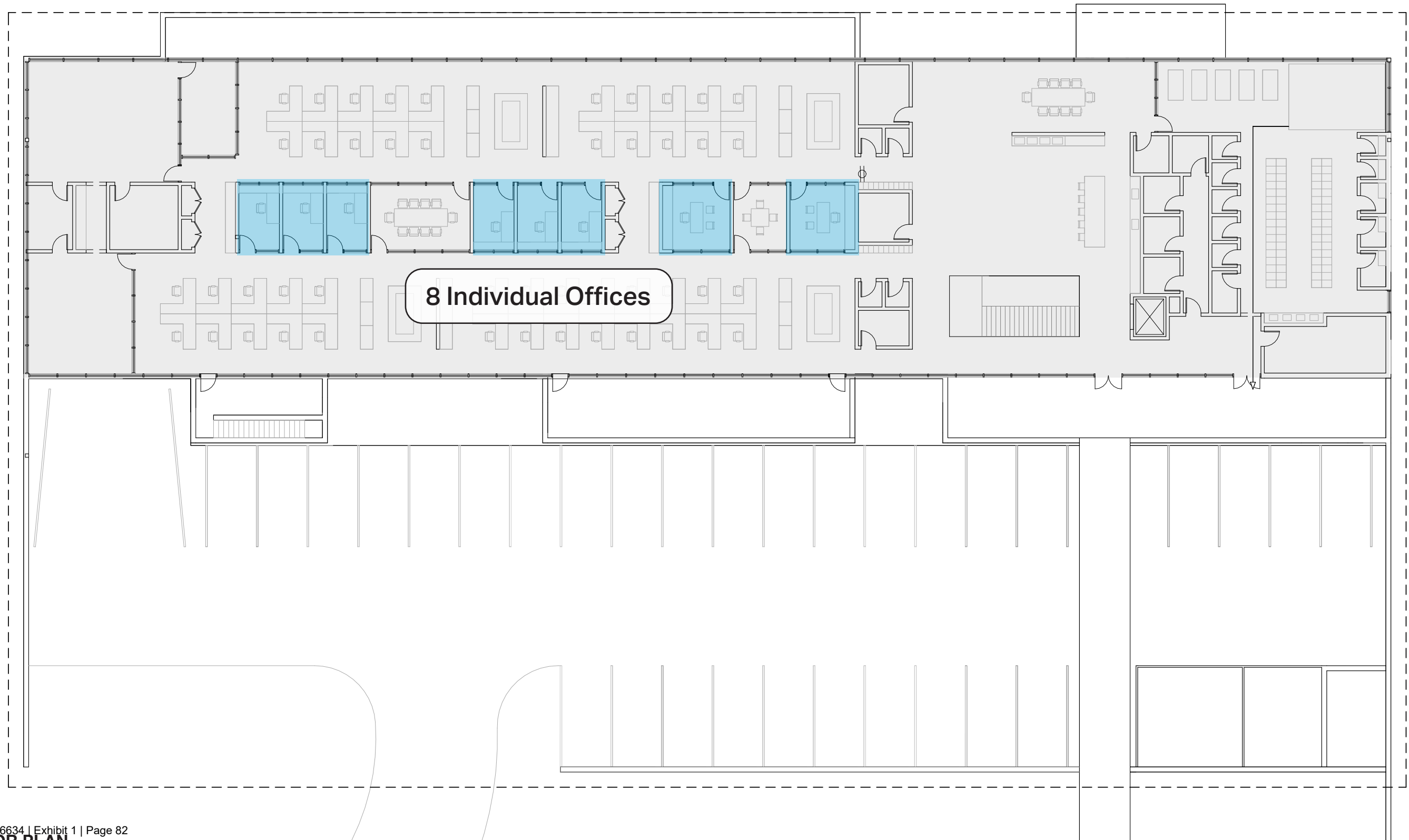
# CSC & EOC WORKSPACES ON THE GROUND FLOOR

This plan diagram illustrates Customer Service Counter and Emergency Services workspaces on the floor.



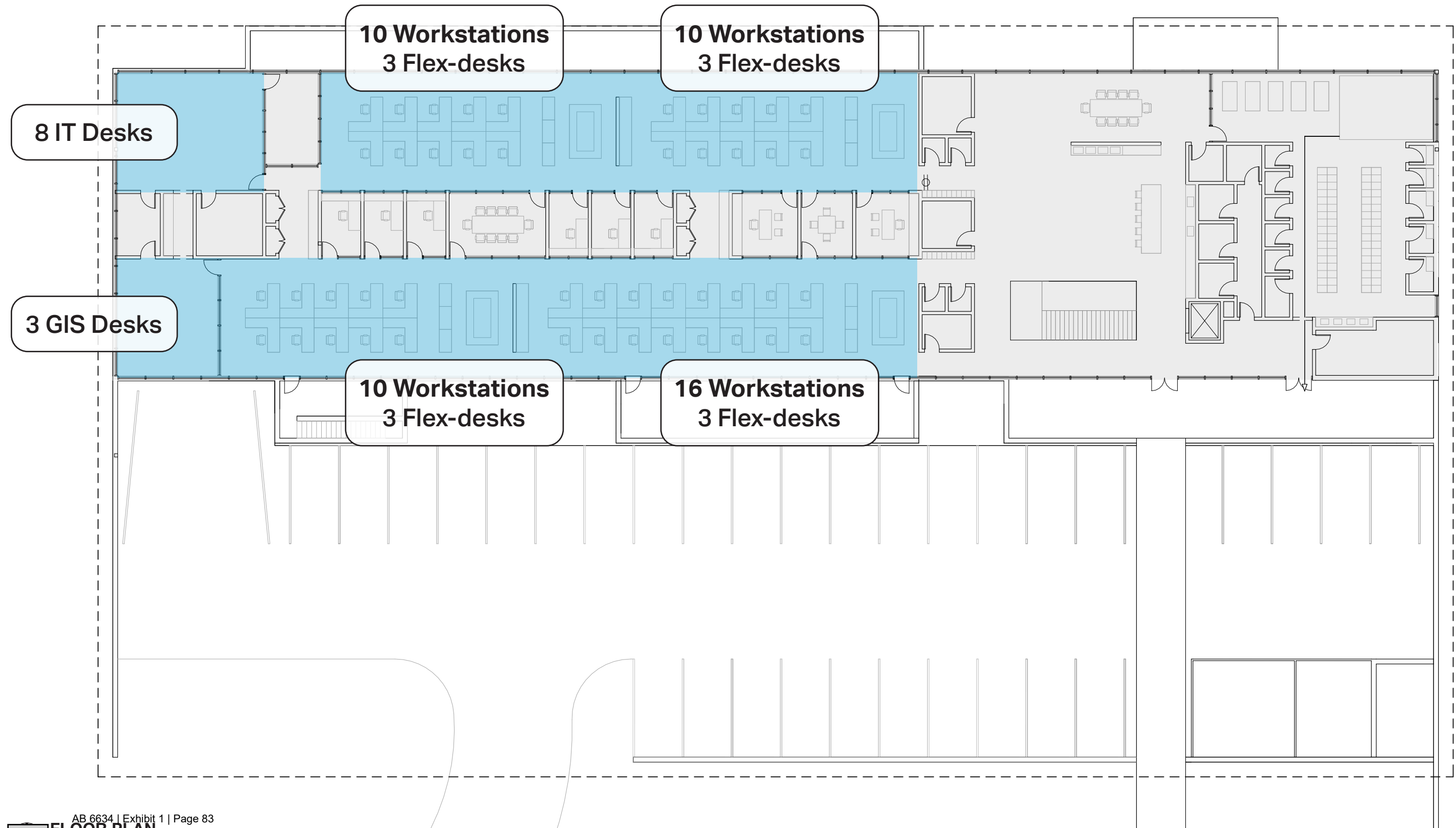
# PUBLIC WORKS STAFF INDIVIDUAL OFFICES

This plan diagram illustrates individual offices on the second floor.



# PUBLIC WORKS, IT, & GIS WORKSTATIONS - "L-shaped" Workstations

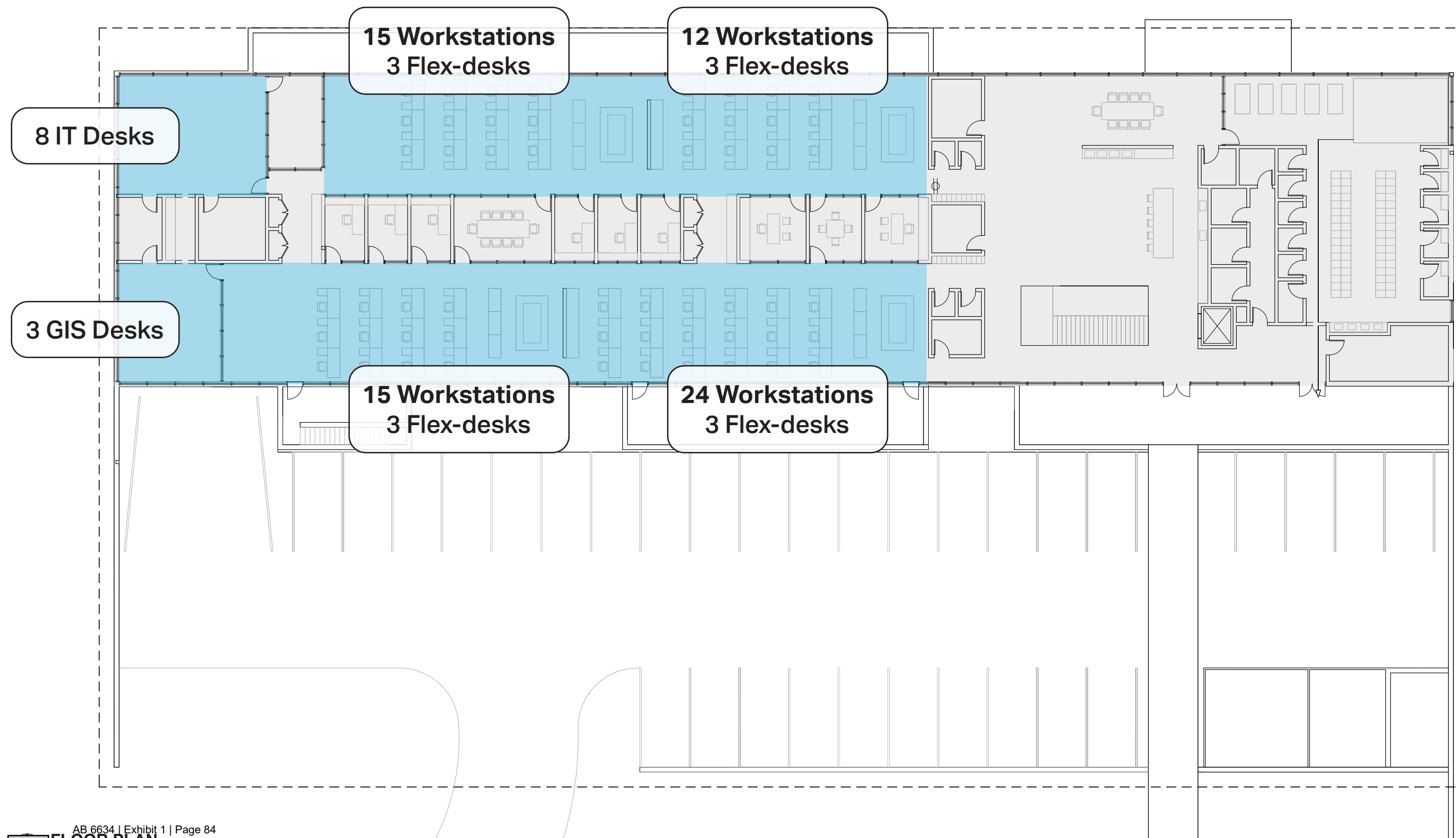
This plan diagram illustrates open-plan workstations on the second floor. In this capacity planning scenario, the open-plan workstations are "L-Shaped" in configuration, providing 46 workstations in open office areas.





# PUBLIC WORKS, IT, & GIS WORKSTATIONS = "Single-Row Workstations"

This plan diagram illustrates open-plan workstations on the second floor. In this capacity planning scenario, the open-plan workstations are "Single-Row" in configuration, providing 66 workstations in open office areas.



# PUBLIC WORKS, IT & GIS, CUSTOMER SERVICE, AND EOC SEATS PROVIDED

This graphic identifies the number current staff, by department and workspace type, with space assignments in the PSM Building.

## Current Seats Needed

### Public Works

- 7 Offices
- 41 Workstations
- 10 Flex-Desks

### Customer Svc.

- 1 Office
- 5 Workstations

### IT / GIS

- 5 Desks

### EOC

- 1 Office
- 2 Workstations (Volunteers)

## Proposed Seats Provided

### Public Works

- 8 Offices
- 46 - 66 Workstations
- 12 Flex-Desks

### Customer Svc.

- 1 Office
- 5 Workstations

### IT / GIS

- 8 Desks

### EOC

- 1 Office
- 3 Workstations (Volunteers)

This graphic identifies the number current staff, and workspace type, with space assignments in the PSM Building.

## Current Seats Needed

- 9** Office and Shared Office Seats
- 4** Detectives Office Area Seats
- 4** Workstations
- 5** Shift-based Workstations (Accommodates a total of 20 Staff) (Assuming 5 Staff per shift with four shift/ squads)

# MIPD Shift-based Workstations

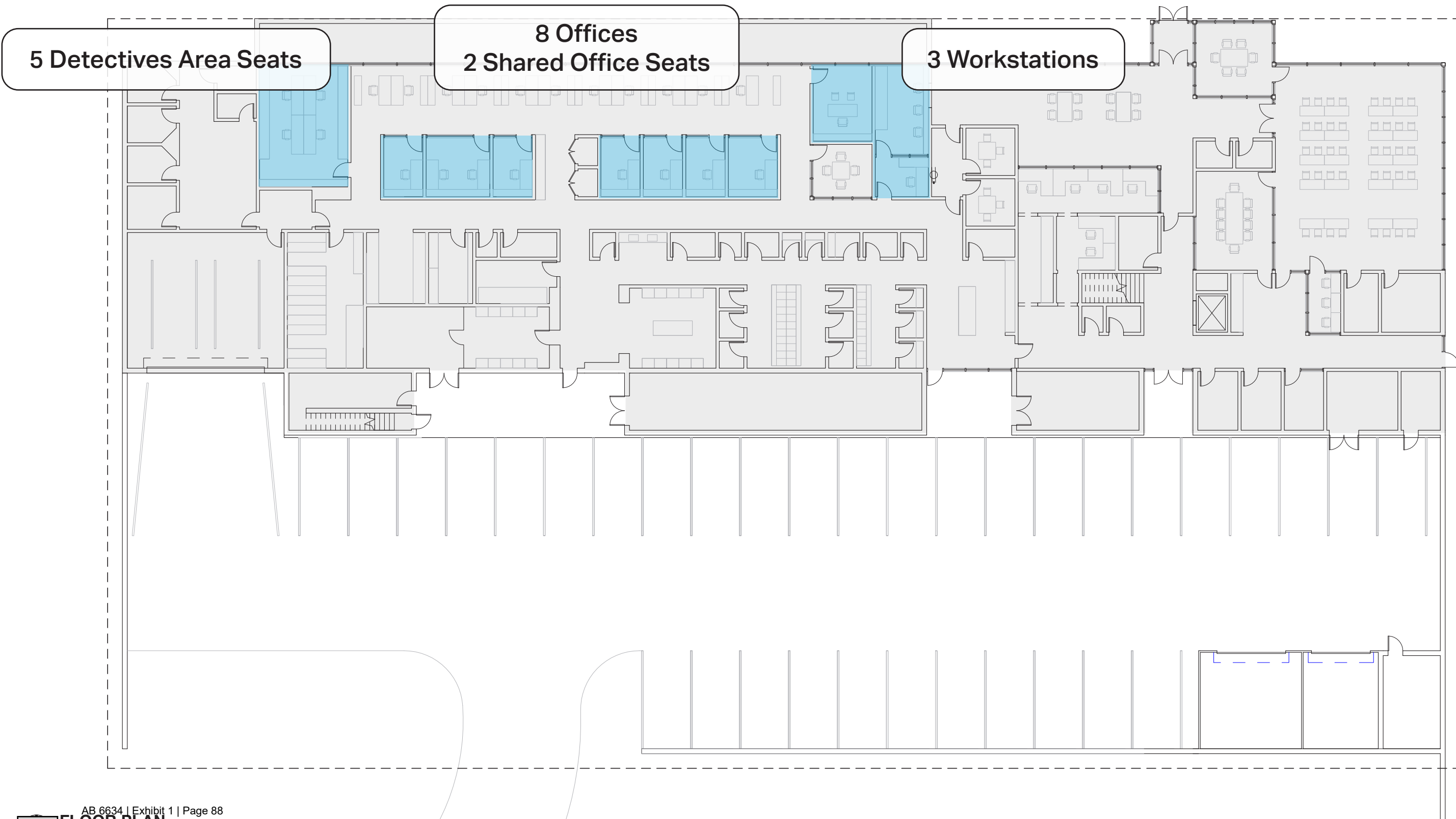
This plan diagram illustrates shift-based workstations located on the first floor.





# MIPD Individual and Shared Offices

This plan diagram illustrates individual and shared offices located on the first floor.



## MIPD SEATS PROVIDED

This graphic identifies the number current staff, and workspace type, with space assignments in the PSM Building.

## Current Seats Needed

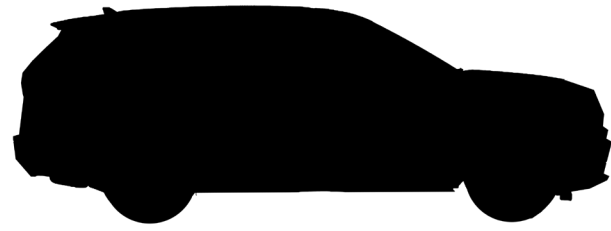
- 9** Office and Shared Office Seats
- 4** Detectives Office Area Seats
- 4** Workstations
- 5** Shift-based Workstation Seats (Accommodates a total of 20 Staff) (Assuming 5 Staff per shift with four shift/ squads)

## Proposed Seats Provided

- 12** Office and Shared Office Seats
- 5** Detectives Office Area Seats
- 4** Workstations
- 10** Shift-based Workstation Seats (Accommodates up to 10 staff members each shift)

# MIPD VEHICLE FLEET

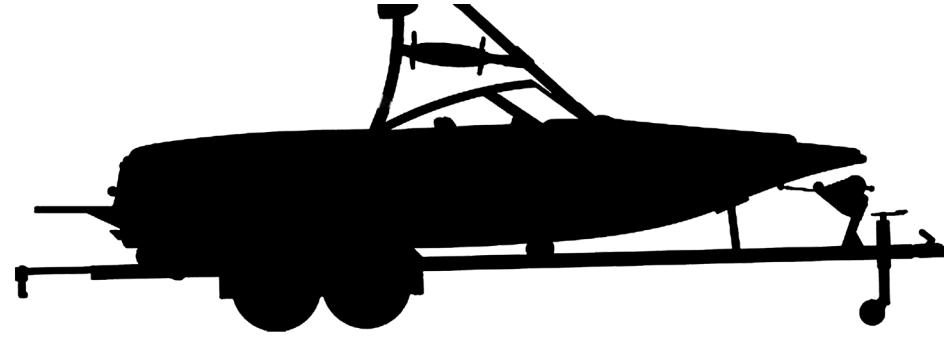
This graphic identifies the quantities of equipment and vehicles in each of four basic categories. This graphic also identifies the quantities of existing equipment or existing vehicles that need to be stored in an indoor, and conditioned, space.



## Vehicles

# 21

- Sedans
- Pick-up trucks
- SUVs

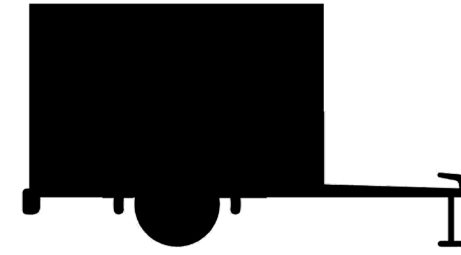


## Boat Trailers

# 3

Patrol Boat Trailers\*

\*Located in the Public Works Lower Yard trailer storage area.



## Cargo Trailers

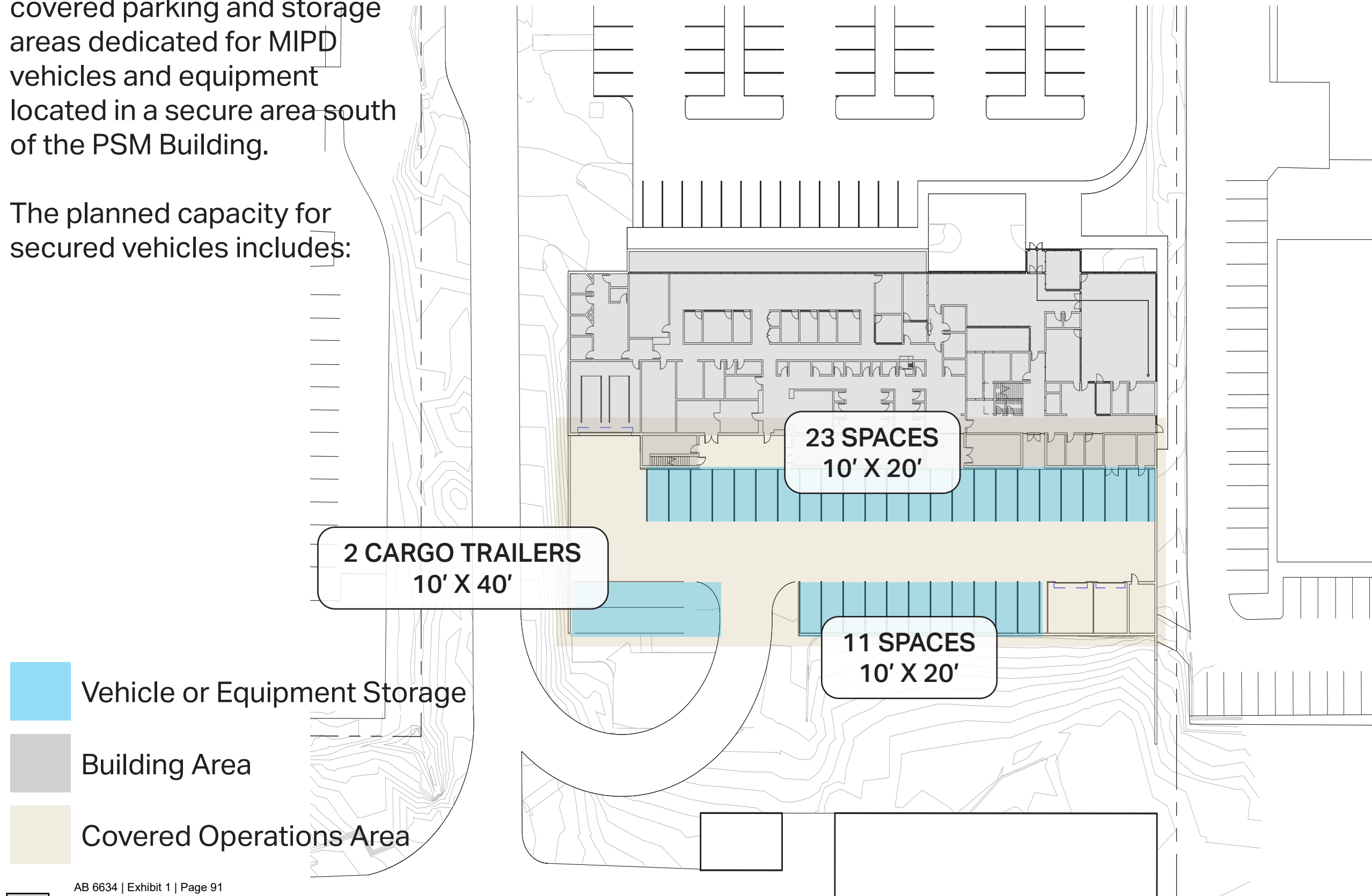
# 2


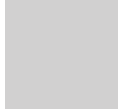
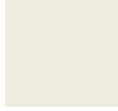
Cargo trailers

# PSM MIPD VEHICLE AND EQUIPMENT CAPACITY

This plan highlights the covered parking and storage areas dedicated for MIPD vehicles and equipment located in a secure area south of the PSM Building.

The planned capacity for secured vehicles includes:



-  Vehicle or Equipment Storage
-  Building Area
-  Covered Operations Area



# MIPD VEHICLE FLEET

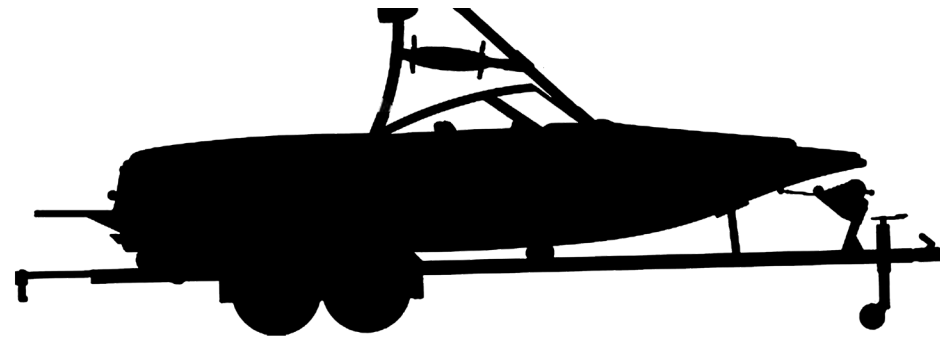
This graphic identifies the quantities of equipment and vehicles in each of four basic categories. This graphic also identifies the quantities of existing equipment or existing vehicles that need to be stored in an indoor, and conditioned, space.



## Vehicles

**21** Needed    **34** Provided

- Sedans
- Pick-up trucks
- SUVs



## Boat Trailers

**3** Needed    **3** Provided

Patrol Boat Trailers\*

\*Located in the Public Works Lower Yard trailer storage area.



## Cargo Trailers

**2** Needed    **2** Provided

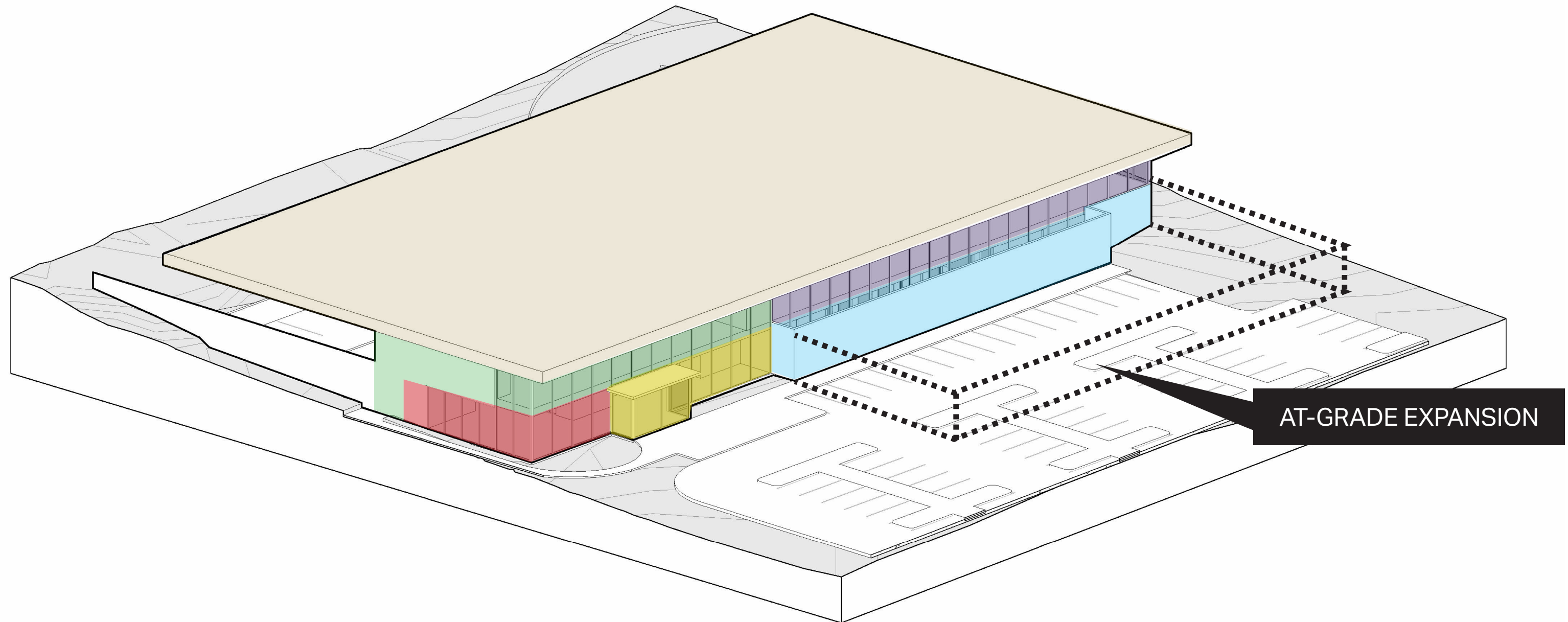
Cargo trailers

# PSM Building Capacity for Potential Future Growth

# POTENTIAL FUTURE EXPANSION

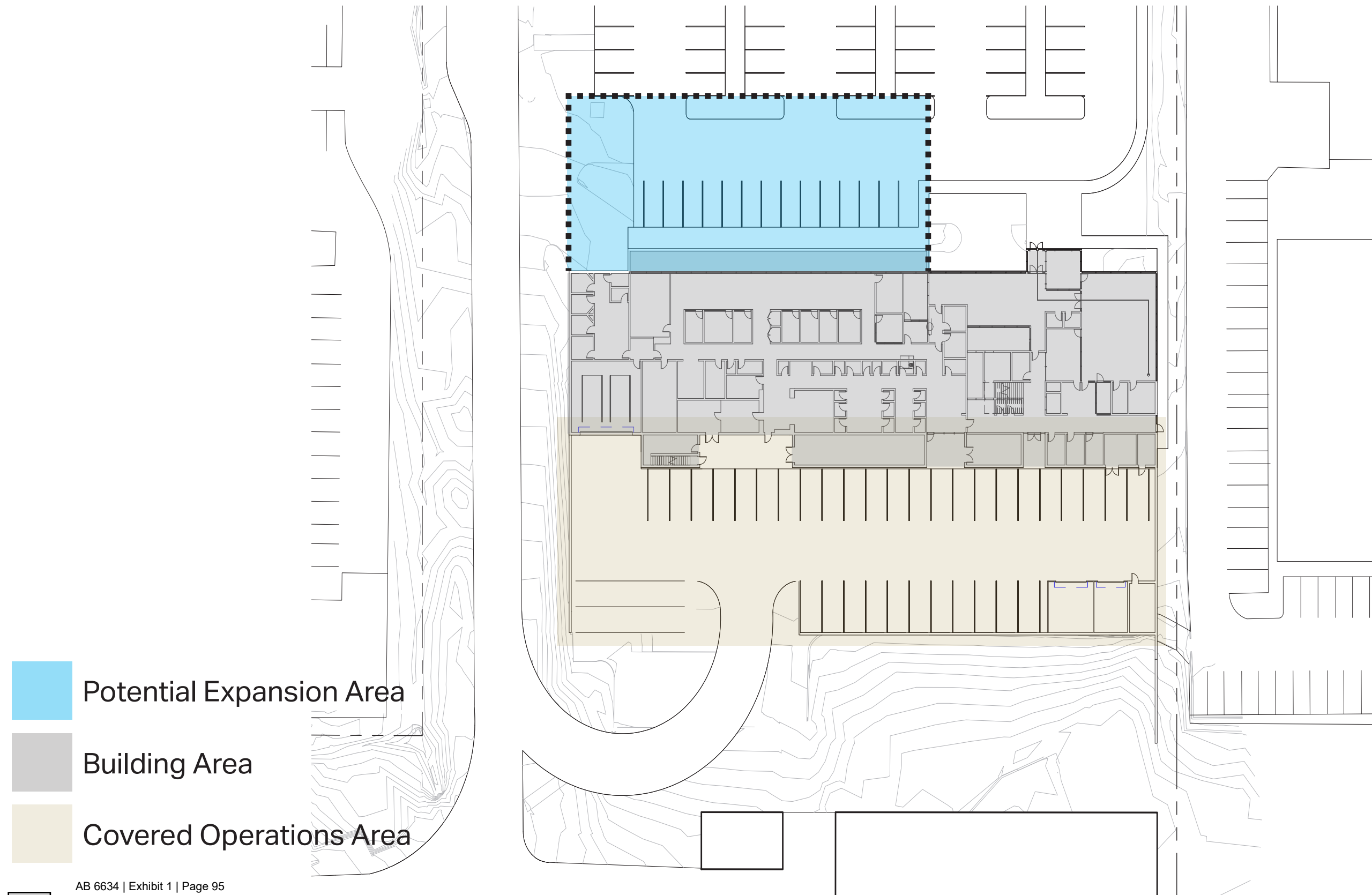
Expanding a building is simplest, and most cost effective, when the process of expanding does not impact the ongoing use of the building or radically change the structure or systems of the building.

One option includes expanding the facility to the north. This strategy allows new construction to proceed without substantial impacts to the PSM Building occupancy or physical structure.



# POTENTIAL FUTURE EXPANSION - SCENARIO 1

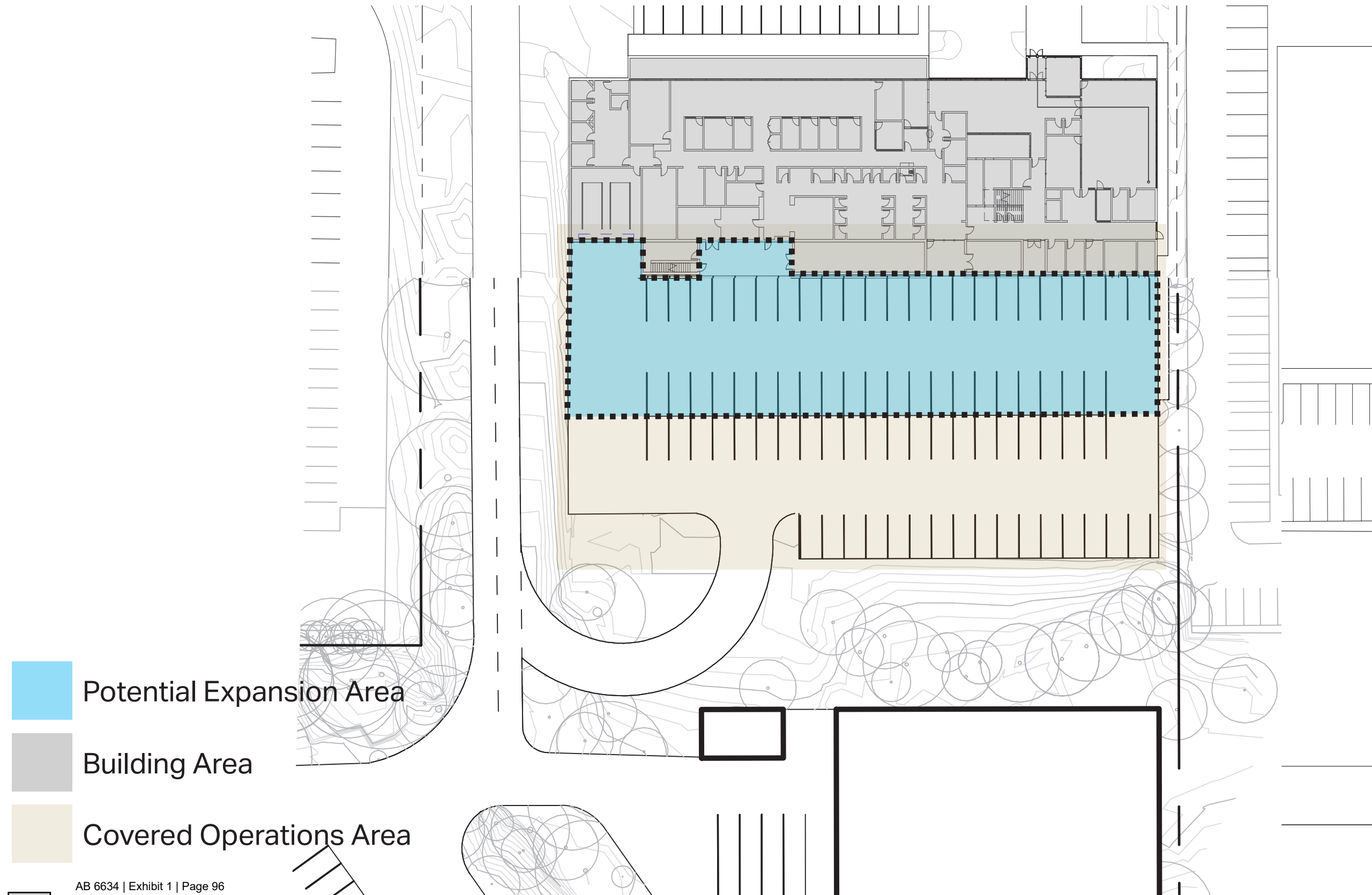
This site plan illustrates an area north of the proposed building that may be considered for potential future expansion should programmatic needs change over the course of the useful life of the building. This area is flexible based on identified need.

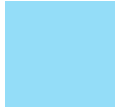
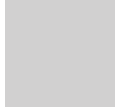
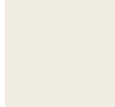




# POTENTIAL FUTURE EXPANSION - SCENARIO 2

If the proposed PSM facility were shifted northward on the site, an area south of the proposed building would be available for potential future expansion should programmatic needs change over the course of the useful life of the building.



-  Potential Expansion Area
-  Building Area
-  Covered Operations Area

# Continued Review for Program and Capacity

- 1. Public Works Staff Meetings, March 5th**
- 2. MIPD Staff Meetings, March 11th & 12th**



# Mercer Island Public Safety and Maintenance Facility





# Alternative Construction Delivery Methods





# Alternative Public works Contracting Methods

- Last April, Council received a briefing on alternative public works contracting methods, also known as alternative delivery ([AB 6453](#))
- The PSM Design Team believes an alternative delivery method such as general contractor/construction manager (GC/CM) is worth considering for the PSM Facility.

# Potential Benefits of GC/CM

- Selection of contractor based on qualifications early in the design phase.
- Occurs once design is past schematic design.
- Contractor is at the table for final design decisions, which often includes early troubleshooting and value-engineering decisions.
- Likely reducing change orders and other unexpected costs during facility construction.

# Potential Benefits of GC/CM

- Advance procurement of materials with long-lead times, which is helpful with recent material market uncertainty.
- Early onboarding of the contractor will assist with planning and managing complex construction phasing and maintaining existing operations on the campus.

# Potential Benefits of GC/CM

- In general, GC/CM can lead to increased project delivery speed, additional cost certainty, and lower risk to the City.
- The City is currently undergoing its first GC/CM project with the New Water Supply Line Project ([AB 6605](#)).



# Council Feedback and Questions on GC/CM

- The PSM Design Team feels that pursuing GC/CM likely makes sense for this project.
- The team will return to the City Council in May or June with a more detailed analysis of the process and to discuss next steps, timing, and the funding strategy.
- Staff are seeking City Council questions and feedback on potentially pursuing this strategy.



# Second Public Safety and Maintenance Facility Design Workshop

AB 6634  
March 4, 2025



# Agenda

- Review of Goals and Objectives of Schematic Design
- Planning for Potential Future Growth/Changing needs at the PSM Facility
- Functions and Uses of Operations Building and Yard
- Early Look at the use of Alternative Construction Delivery Methods

# Future Meeting Topics

- Full analysis of the remaining design questions (solar panels, rainwater collection, etc.)
- Discussion of construction phasing and relocation of operations
- Detailed comparison on sizing and staffing of old facilities to PSM Facility.
- Updated cost estimate and building materials/quantities update.



# Mercer Island Public Safety and Maintenance Facility





# Presentation Agenda

- 1. The Schematic Design Phase**
- 2. Site Planning for Potential Future Needs**
- 3. Comparing Existing and Proposed Buildings and Weathering Cover**
- 4. Lower Yard Capacities**
- 5. Operations Building and Yard Capacities**
- 6. PSM Building Capacities**
- 7. PSM Building Capacity for Potential Future Growth**

# Schematic Design

The Public Safety and Maintenance Facility project is currently in the Schematic Design Phase.

During this phase, the project team determines the areas, select physical requirements, relationships of the required building spaces and components, and estimates the total project budget and schedule.

During this phase, a range of strategies are often tested to meet the owner's interrelated goals for functional requirements, performance, project budget, policy adherence, and other conditions particular to the project. Value Engineering is an integral part of the Schematic Design process.

The Schematic Design phase produces generalized drawings that include a site plan, building floor plans, building sections, building elevations, narratives for building systems, and other illustrative materials that are needed to convey project concepts.

Specific equipment, materials, detailed space layouts, technical detailing, and refined aesthetics are reserved for next phase, Design Development.

# 2025 Schedule

The Schematic Design Phase extends through May/June of 2025, at which time a completed Schematic Design Package will be submitted for city review and approval.

Between May/June and November of 2025, work will focus on the bond measure ordinance and processes.



# PSM Facility

SE 40TH STREET

UPPER YARD

COVERED VEHICLES & EQUIPMENT

OPERATIONS BUILDING

PSM BUILDING

PUBLIC & STAFF PARKING

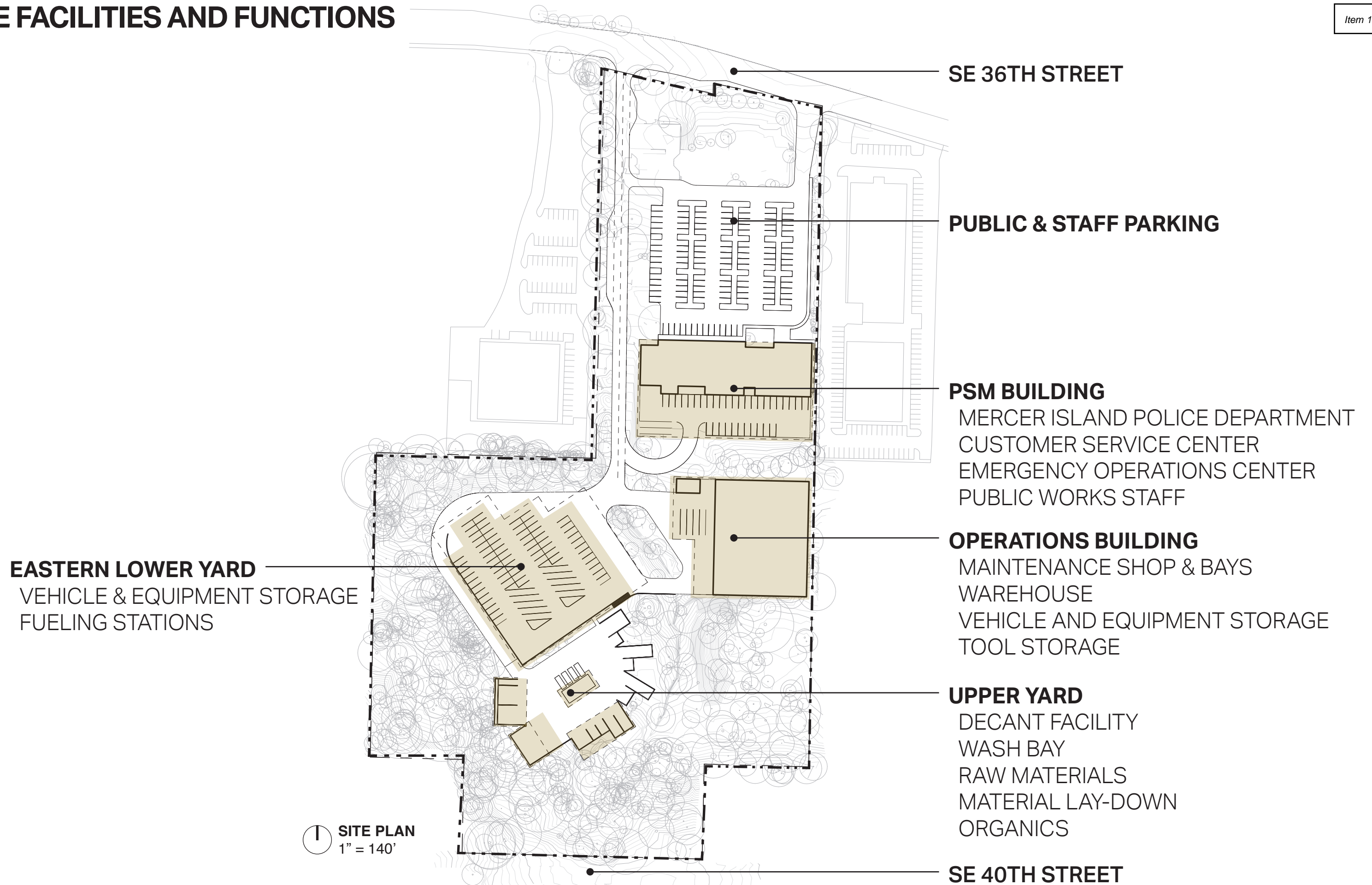
SE 36TH STREET



# Site Planning for Potential Future Needs

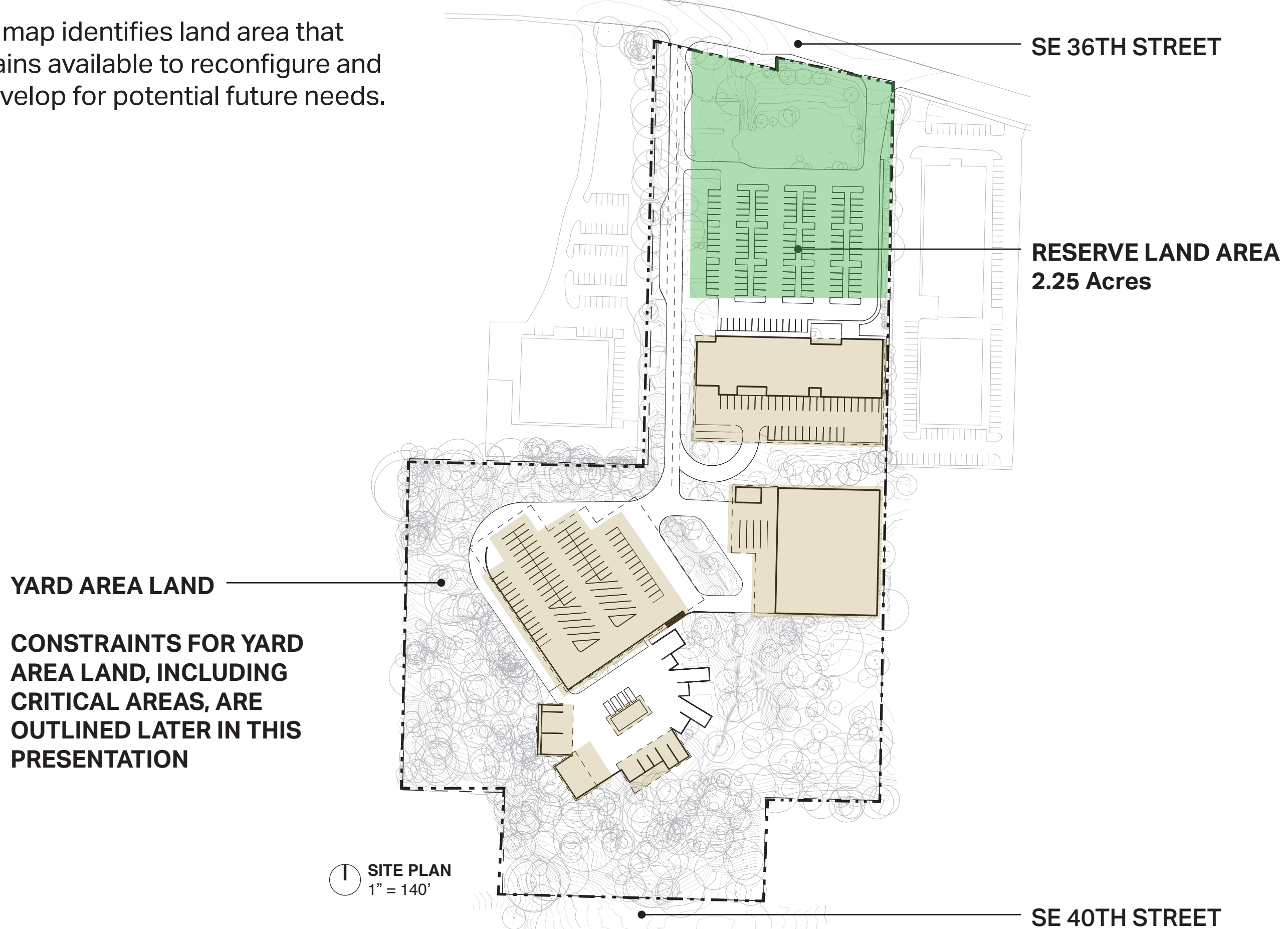
## 1. Reserving Space for Potential Future Needs

# SITE FACILITIES AND FUNCTIONS



# RESERVE SPACE ON-SITE FOR POTENTIAL FUTURE NEEDS

This map identifies land area that remains available to reconfigure and redevelop for potential future needs.



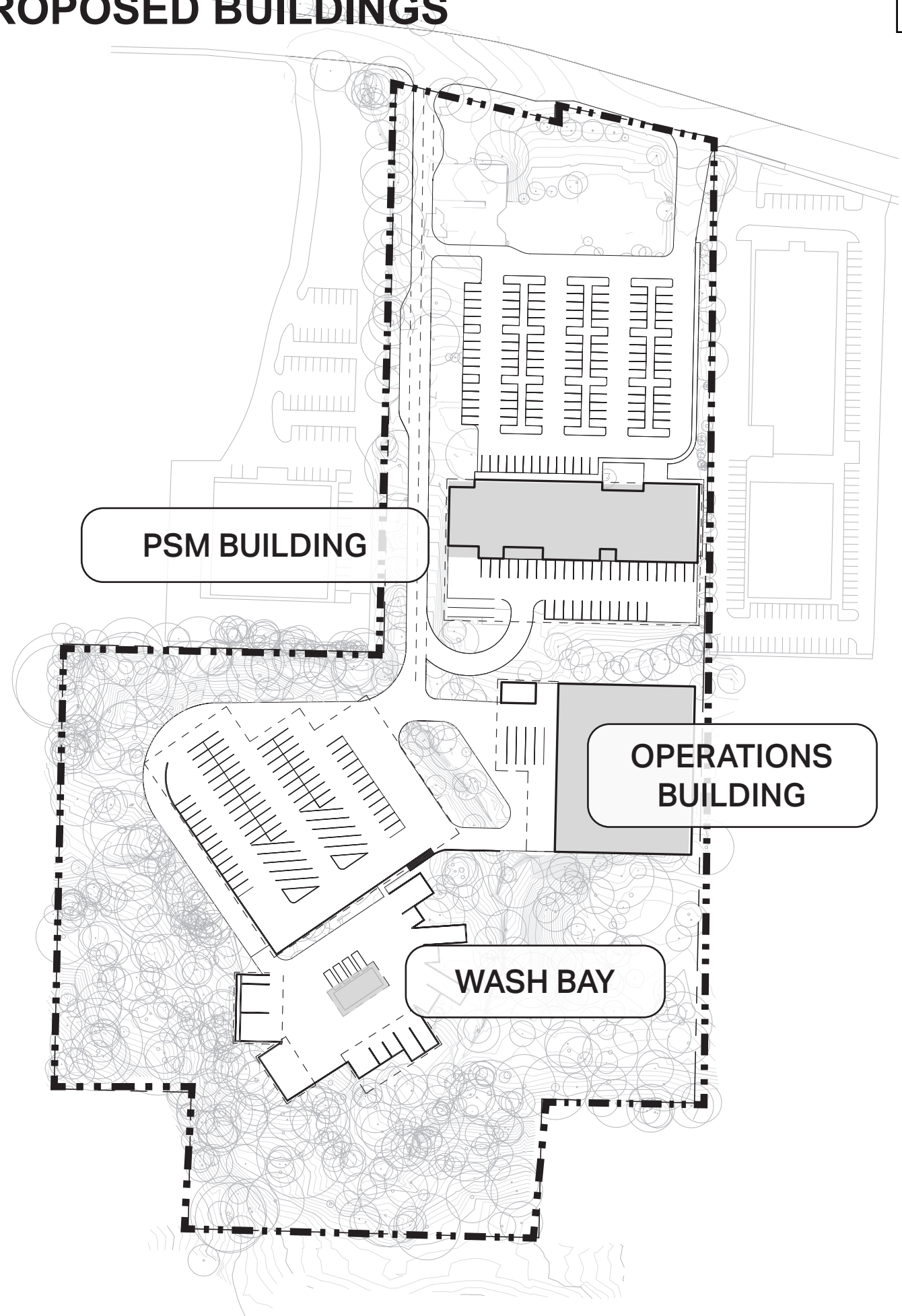
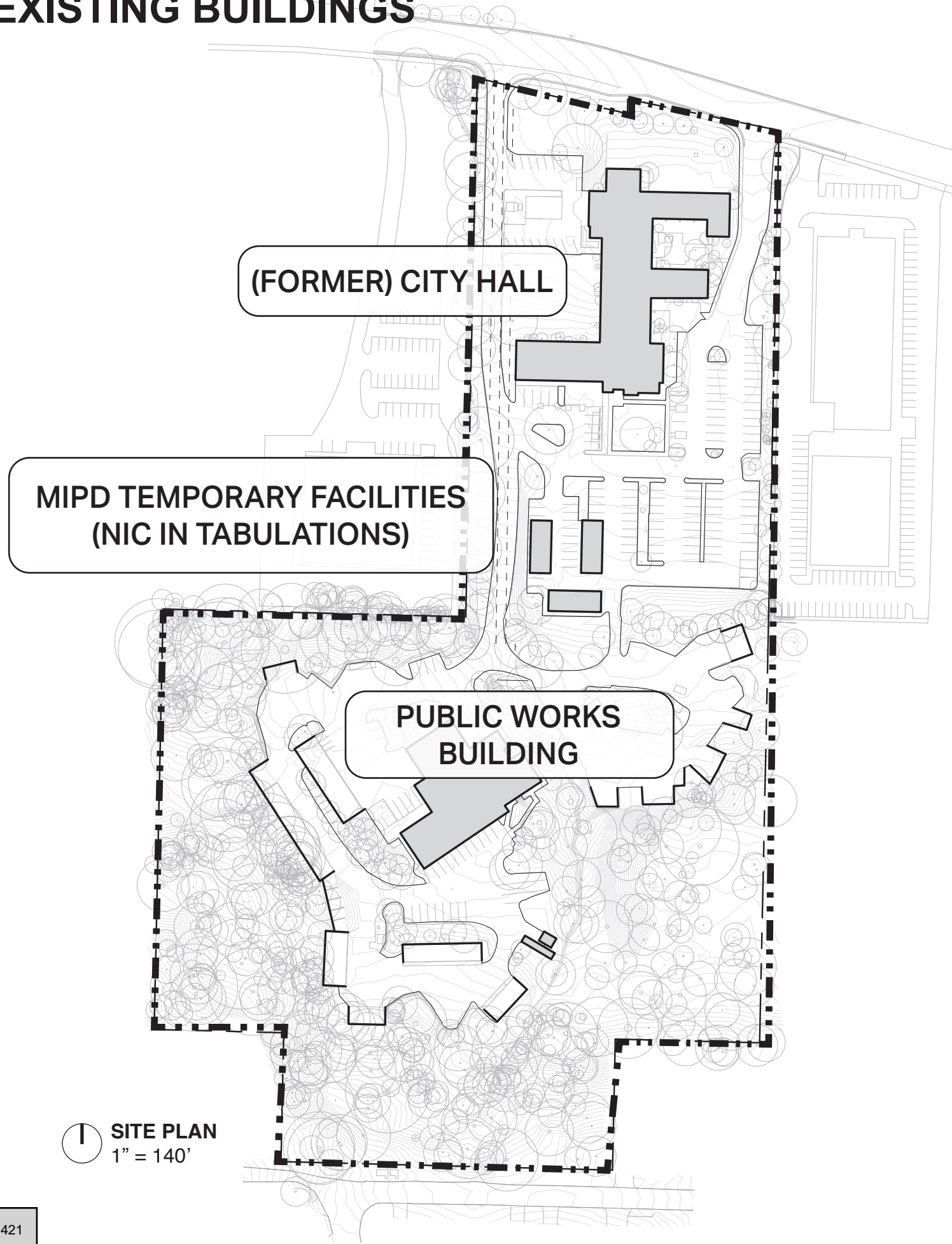


# Comparing Existing and Proposed Buildings and Weathering Cover

1. A Comparison of Existing and Proposed Building Areas
2. Existing Covered Storage Areas
3. Proposed Covered Storage and Operations Areas

# EXISTING BUILDINGS

# PROPOSED BUILDINGS



# COMPARING EXISTING AND PROPOSED BUILDING AREAS

This table compares the total areas of existing and prior buildings with proposed buildings that incorporate work areas for city staff, and appropriately sized interior spaces for equipment and vehicle storage that do not currently exist on-site.

<b>FACILITY</b>	<b>EXISTING BUILDINGS</b>	<b>PROPOSED BUILDINGS</b>
FORMER CITY HALL	35,000 Square Feet*	
PUBLIC WORKS BUILDING	15,350 Square Feet	
PSM BUILDING		36,000 Square Feet
OPERATIONS BUILDING		37,000 Square Feet
WASH BAY		1,000 Square Feet
<b>TOTAL FACILITY</b>	<b>50,350 Square Feet</b>	<b>74,000 Square Feet</b>

\* Includes SF not in use by groups in the proposed PSM Facility.

Comparative areas for overhead weathering cover at storage and operations areas is included in the next section of this package.

## WHAT ARE THE DRIVERS FOR SQUARE FOOTAGE DIFFERENCES?

Differences between existing building square footages and proposed building square footages can be attributed to two overarching conditions.

Existing programs or uses with inadequate provisions in existing buildings.

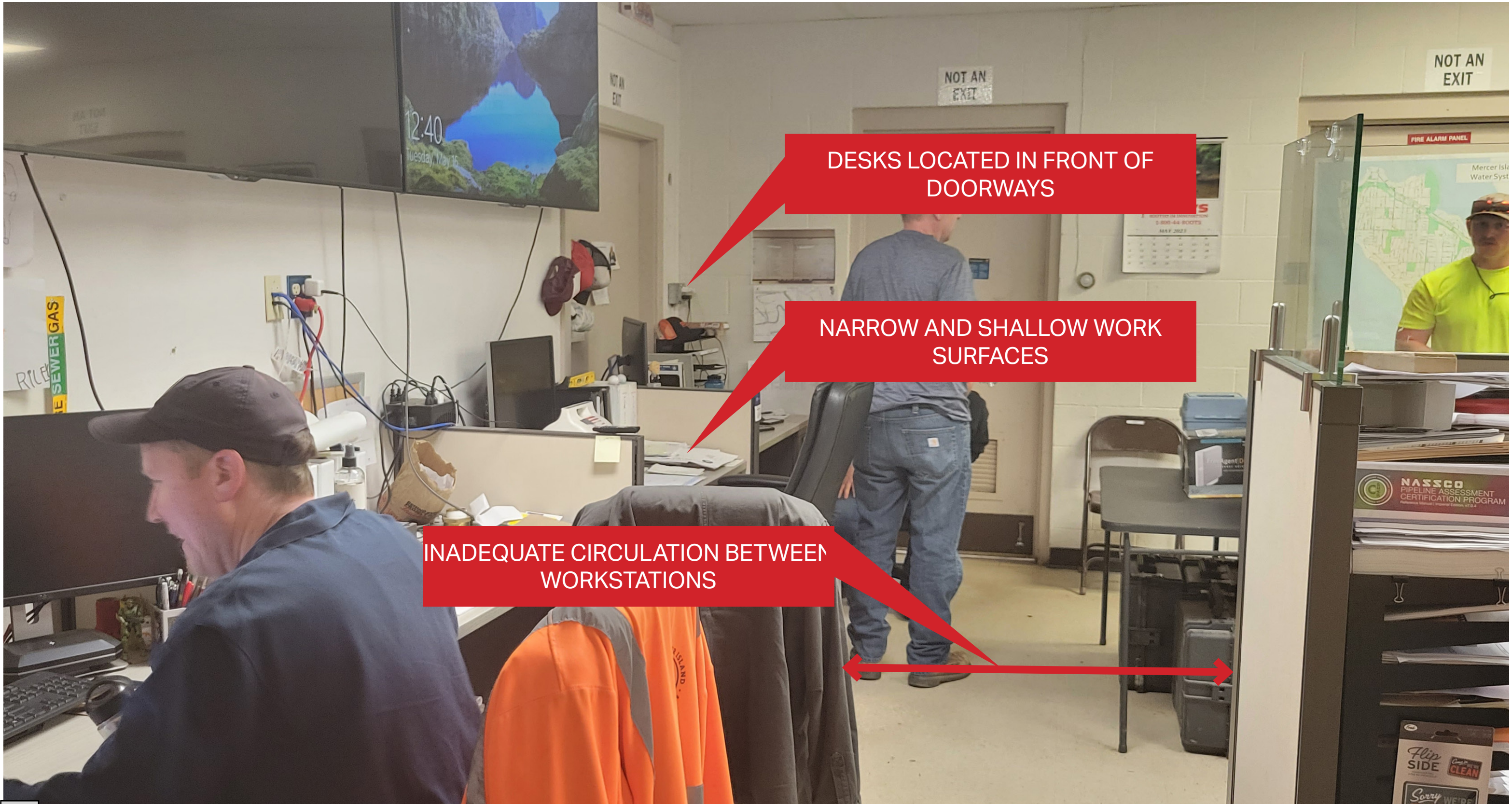
Operational and Storage spaces not present in existing buildings



# EXISTING PROGRAMS OR USES WITH INADEQUATE PROVISIONS IN EXISTING BUILDINGS

Item 17.

Adequate sizing and layouts in proposed facilities result in higher square footages for staff workspaces; Ad-hoc office spaces like the one in the photo below—in the existing Public Works Building—illustrate the need for adequate workspace design.





# OPERATIONAL OR STORAGE SPACES NOT PRESENT IN EXISTING BUILDINGS

This photograph illustrates a city-owned vehicle—in this case a sewer VAC-Truck—that must be stored fully exposed to the elements, and to unnecessary wear. The proposed Operations Building includes space for enclosed vehicles and equipment.





The design team will participate in a series of meetings, with Public Works and MIPD staff, between March 5th and March 12th, to review and verify—or adjust—the proposed program and facility layout.

Detailed comparative program tables will be prepared as an outcome of that confirmation process.

# EXISTING COVERED STORAGE AREAS

The existing public works yard includes storage areas covered by a range of structures including shed roofs, hoop tents, hillside structures, and open sheds.

 Site Photograph





# SHED ROOFS

This photograph illustrates the existing shed roof covering the public works decant area.



# HOOP TENTS

Hoop Tents are used to cover various raw materials.





# OPEN-SIDED SHEDS

Open-sided sheds are used to protect a range of project materials and small equipment.





# HILLSIDE STRUCTURES

Hillside structures provide cover for materials and small equipment, and partial cover for some public works vehicles.



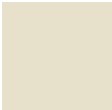
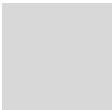


# EXISTING COVERED STORAGE AREAS

This site plan illustrates the locations and square footages of existing covered storage areas.

The total existing covered area is approximately:

**12,200 Square Feet**

-  Covered Operations Areas
-  Existing Building

**HILLSIDE STRUCTURES**  
4,500 SQFT

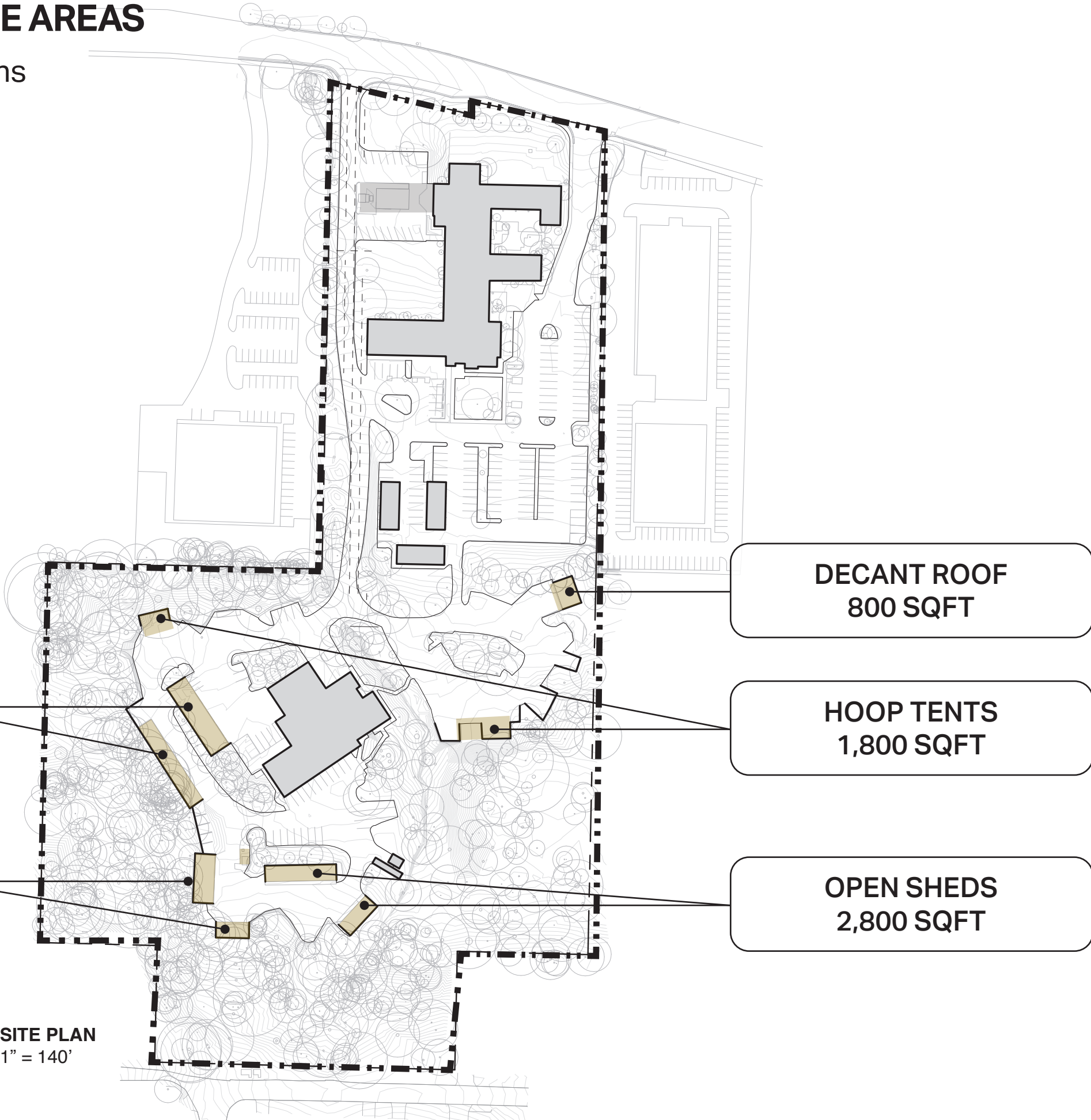
**HILLSIDE STRUCTURES**  
2,300 SQFT

**DECANT ROOF**  
800 SQFT

**HOOP TENTS**  
1,800 SQFT

**OPEN SHEDS**  
2,800 SQFT

 **SITE PLAN**  
1" = 140'





# PROPOSED WEATHERING COVER

Proposed structures would be planned to cover exterior storage areas as well as yard operations.



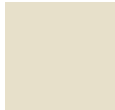
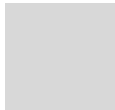


# PROPOSED COVERED STORAGE AND OPERATIONS AREAS

This site plan illustrates the locations and square footages of proposed covered storage and operations areas.

The total proposed covered area is approximately:

## 80,000 Square Feet

-  Covered Operations Areas
-  Proposed Building

**LOWER YARD WEST**  
38,000 SQFT

**UPPER YARD (VARIOUS)**  
8,000 SQFT

**PSM BUILDING**  
18,000 SQFT

**OPERATIONS BUILDING**  
16,000 SQFT

 **SITE PLAN**  
1" = 140'





# Lower Yard

SE 40TH STREET

LOWER YARD

SE 36TH STREET



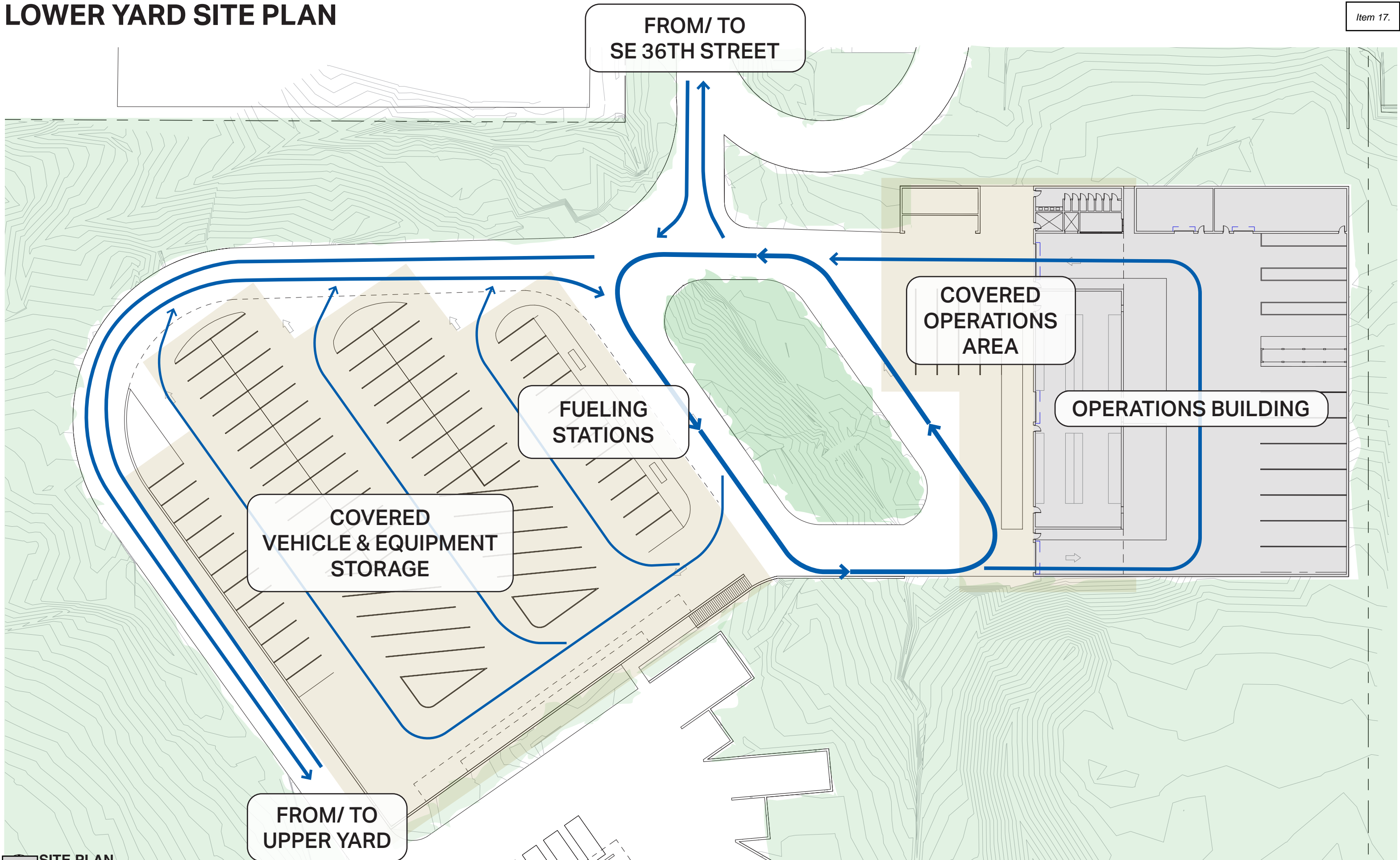


# Lower Yard Capacities

- 1. Planning for the Public Works Vehicle Fleet and Equipment**
- 2. Utilizing Available Land for Project Needs**

# LOWER YARD SITE PLAN

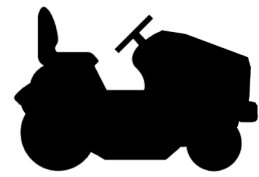
Item 17.



437 SITE PLAN  
1" = 40'

# PUBLIC WORKS EQUIPMENT AND VEHICLE FLEET

This graphic identifies the quantities of equipment and vehicles in each of four basic categories. This graphic also identifies the quantities of existing equipment or existing vehicles that need to be stored in an indoor, and conditioned, space.



## Equipment

31

- Tractors
- Mowers
- Small Equipment

**Not all equipment requires a full parking stall**



## Vehicles

55

- Pick-up Trucks
- Vans
- Cars
- Forklift



## Trailers

7

- Trailers
- Cargo Trailers



## Oversize Vehicles

6

- Vac Trucks
- Dump Trucks
- Heavy Machinery

13

Indoor/ Conditioned

6

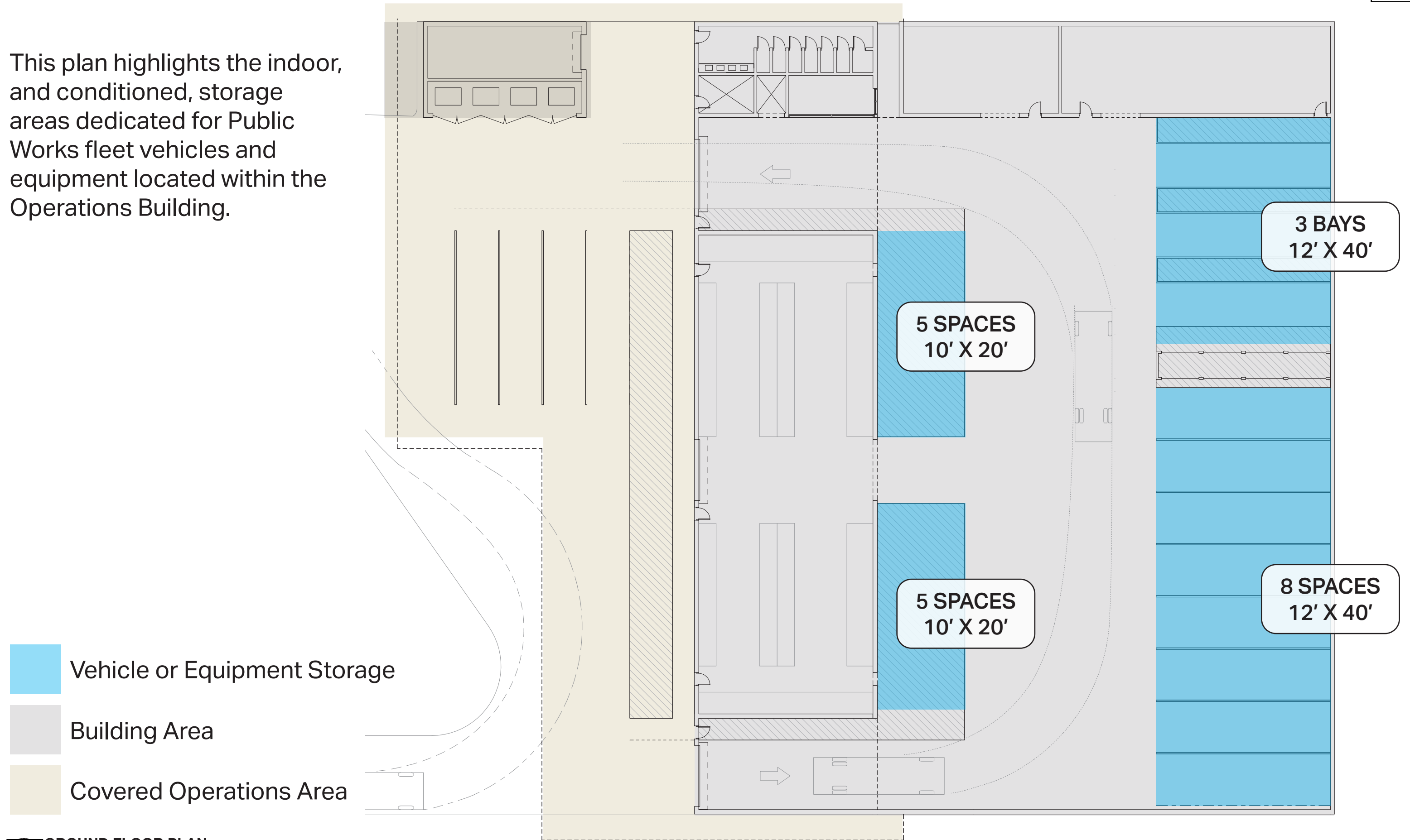
Indoor/ Conditioned

6

Indoor/ Conditioned

# OPERATIONS BUILDING VEHICLES AND EQUIPMENT CAPACITY

This plan highlights the indoor, and conditioned, storage areas dedicated for Public Works fleet vehicles and equipment located within the Operations Building.



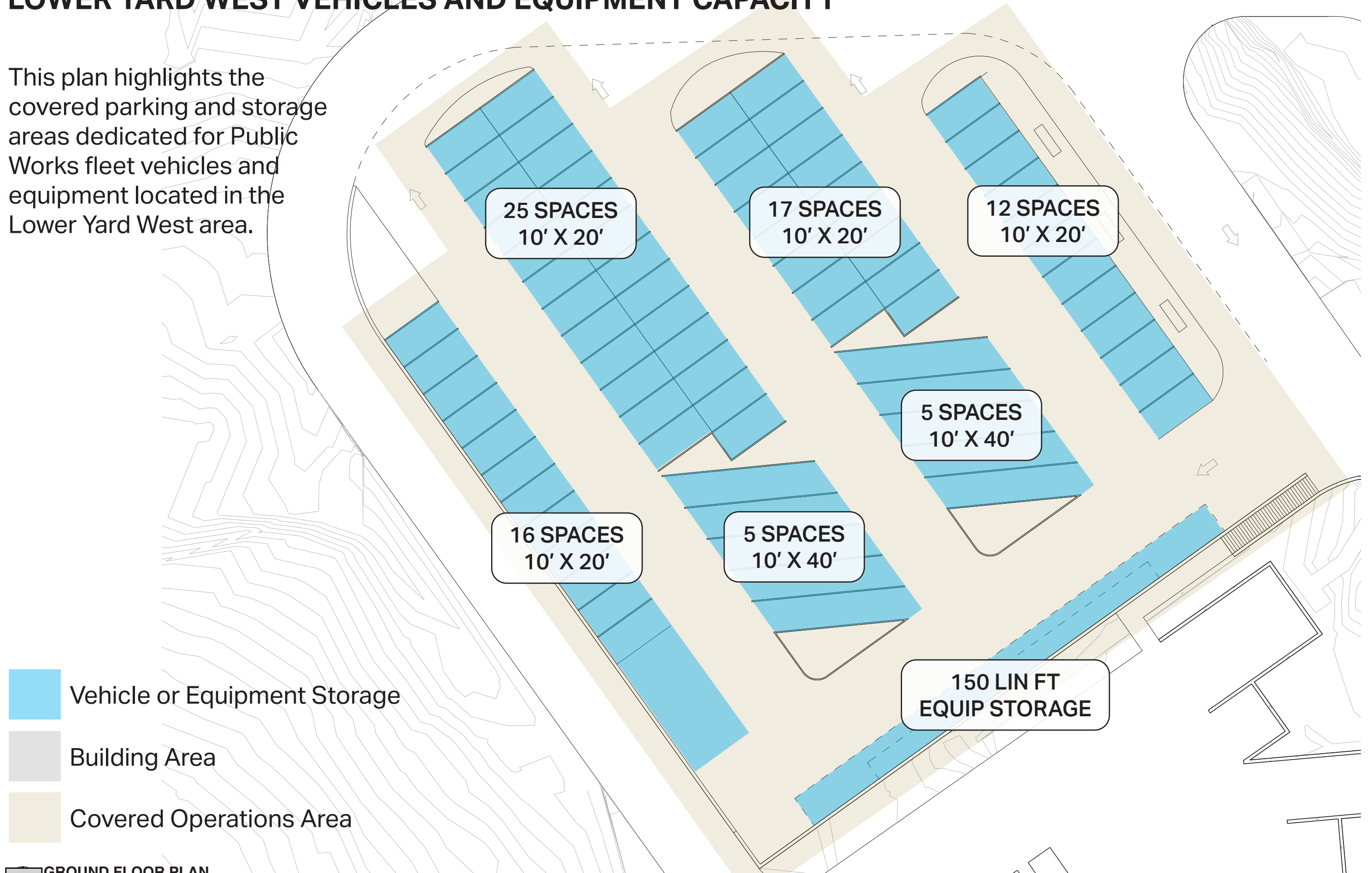
- Vehicle or Equipment Storage
- Building Area
- Covered Operations Area

439 GROUND FLOOR PLAN  
1" = 20'



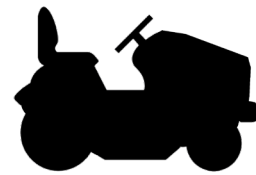
# LOWER YARD WEST VEHICLES AND EQUIPMENT CAPACITY

This plan highlights the covered parking and storage areas dedicated for Public Works fleet vehicles and equipment located in the Lower Yard West area.



# SPACES NEEDED AND SPACES PROVIDED

This graphic compares the quantity of currently owned equipment and vehicles with the proposed spaces included in facility planning.



## Equipment & Vehicles

**70** Needed **80** Provided

- Pick-up Trucks, Vans
- Cars, Forklift
- Tractors, Mowers
- Small Equipment

**11** Needed **20** Provided

Indoor/ Conditioned

## Trailers

**7** Needed **7** Provided

- Trailers
- Cargo Trailers

Note: 3 additional spaces are provided but are reserved for MIPD boat trailer storage.

## Oversize Vehicles

**6** Needed **8** Provided

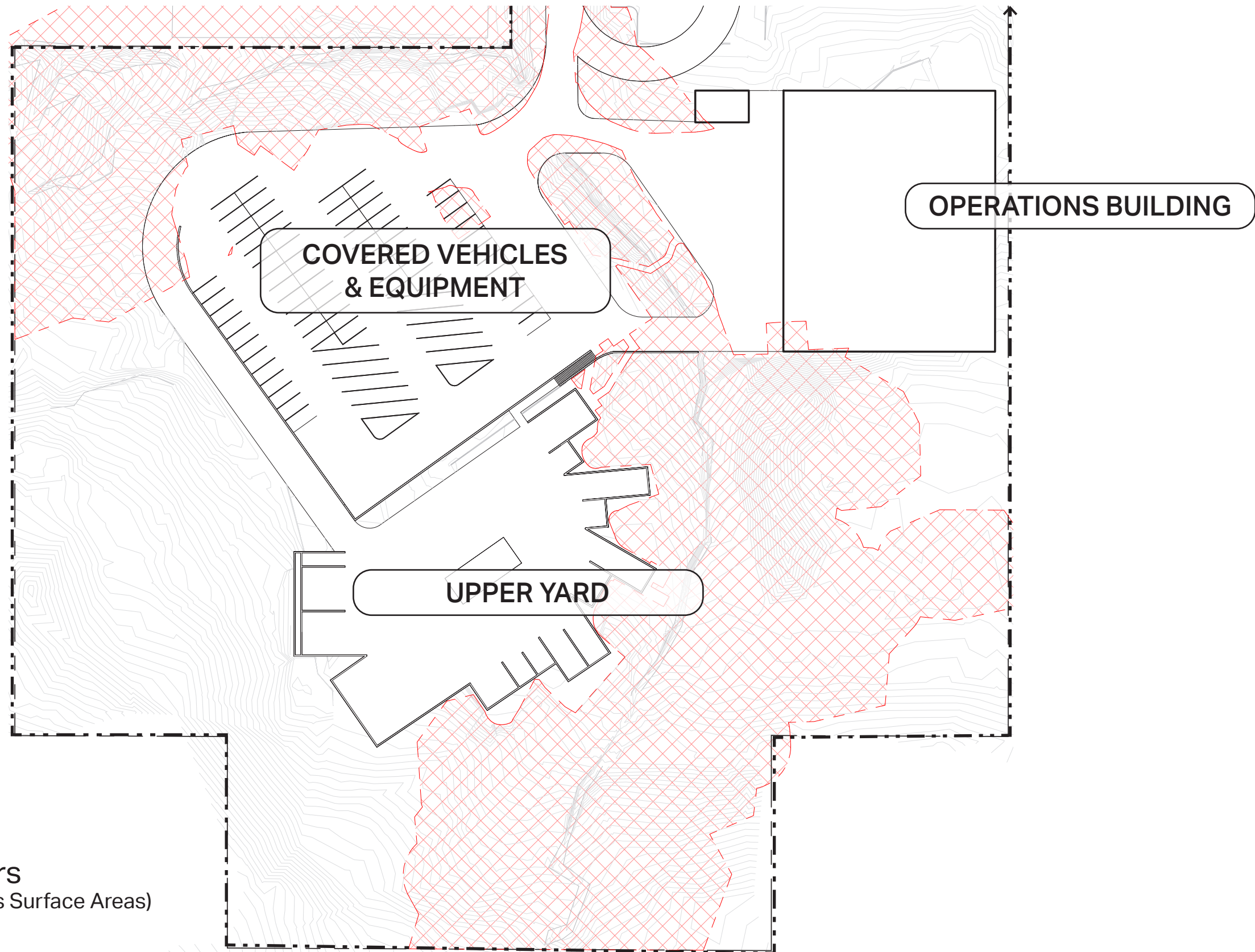
- Vac Trucks
- Dump Trucks
- Heavy Machinery

**6** Needed **8** Provided

Indoor/ Conditioned

# ENLARGED SOUTHERN SITE PLAN

This site plan illustrates the proposed footprints of the Operations Building and Lower Yard West areas alongside a delineation of existing critical area buffers and existing impervious surfaces.

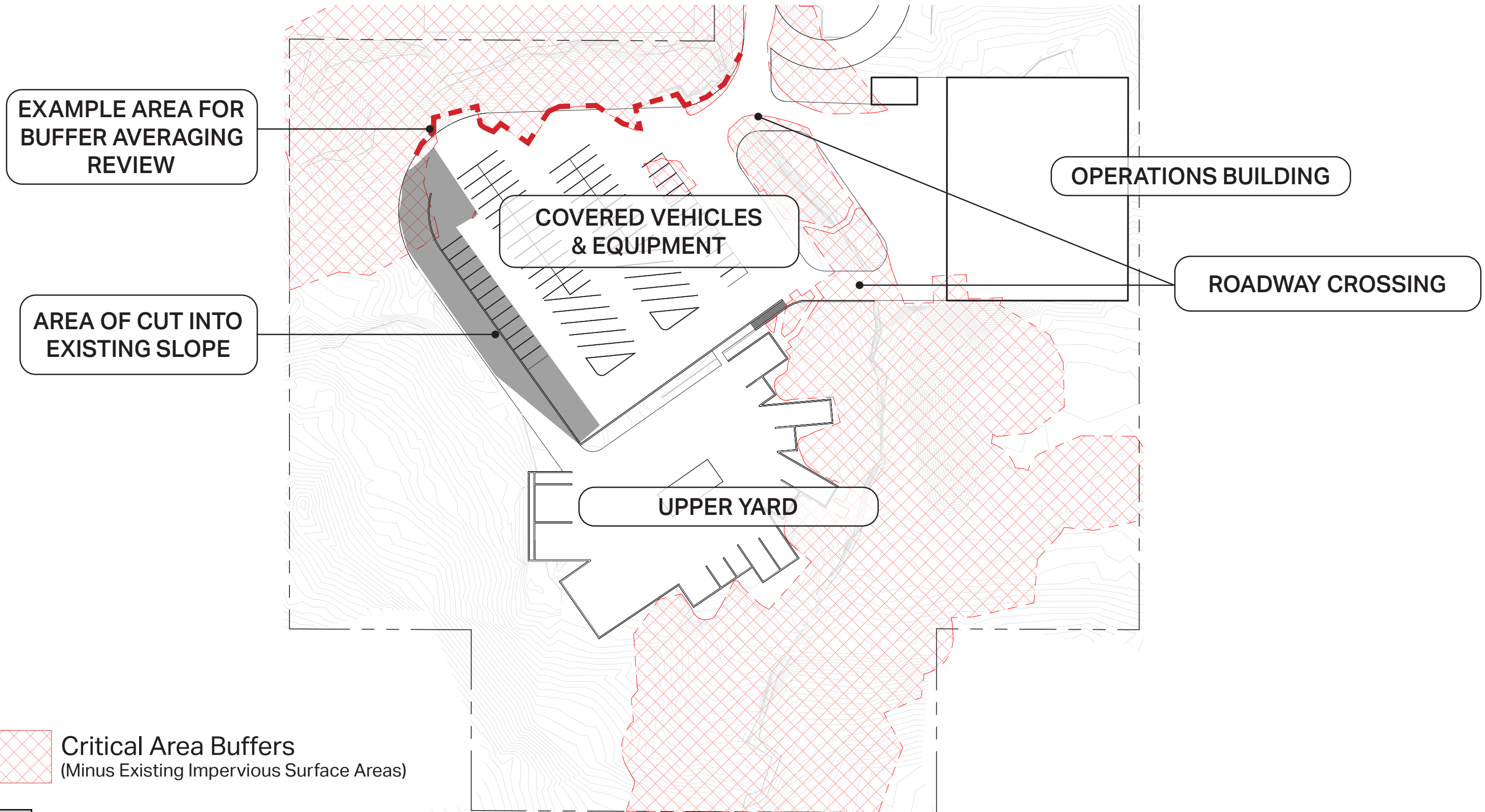


 **Critical Area Buffers**  
(Minus Existing Impervious Surface Areas)



# ACHIEVING THE NECESSARY SPACE FOR OPERATIONS IN THE YARD

The project works within existing areas of impervious coverage, incorporates new roadway crossings where needed, plans for buffer averaging and mitigation in select areas, and extends grade cuts where feasible to achieve necessary operational areas.





# Operations Building Capacities

- 1. Storage and Work Areas in the Existing Public Works Facility**
- 2. Storage and Work Areas in the Proposed Operations Building**
- 3. A Side-by-Side Comparison**
- 4. Storage Systems**
- 5. Material Lay-Down for Large Items and Capital Projects**



# Existing Facility

Item 17.

EXISTING PUBLIC WORKS BUILDING





# PHOTOGRAPH OF THE EXISTING PUBLIC WORKS FACILITY

This photograph illustrates shop and warehouse entrances on the northern side of the existing Public Works Facility.









# WAREHOUSE PHOTOGRAPH

This photograph of the existing warehouse illustrates the storage challenges posed by this early 1980's facility. Relatively low ceiling clearances (12'-0") and eccentrically shaped spaces do not contribute to efficient storage system planning.





# Operations Building

SE 40TH STREET

OPERATIONS BUILDING

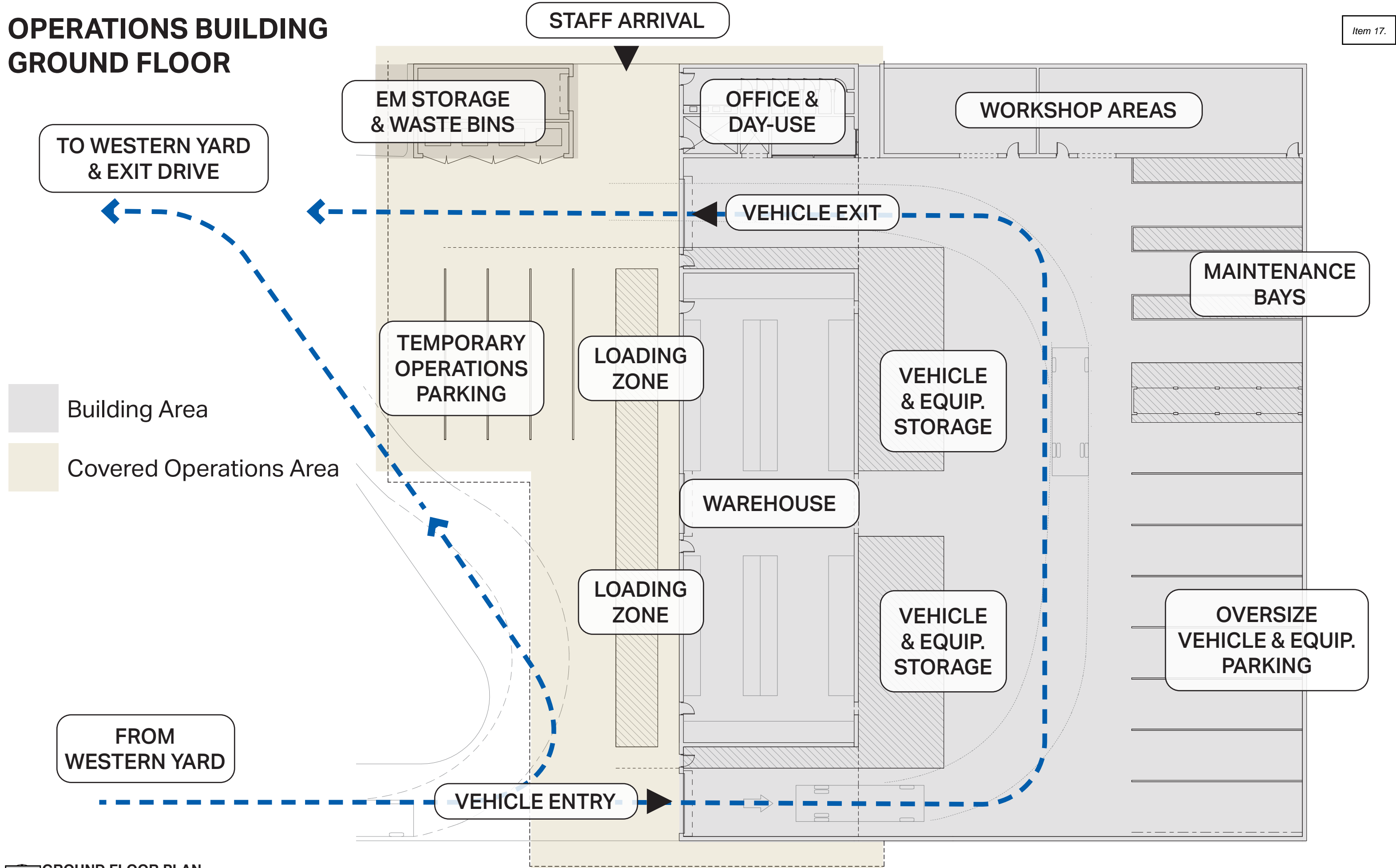
SE 36TH STREET





# OPERATIONS BUILDING GROUND FLOOR

Item 17.



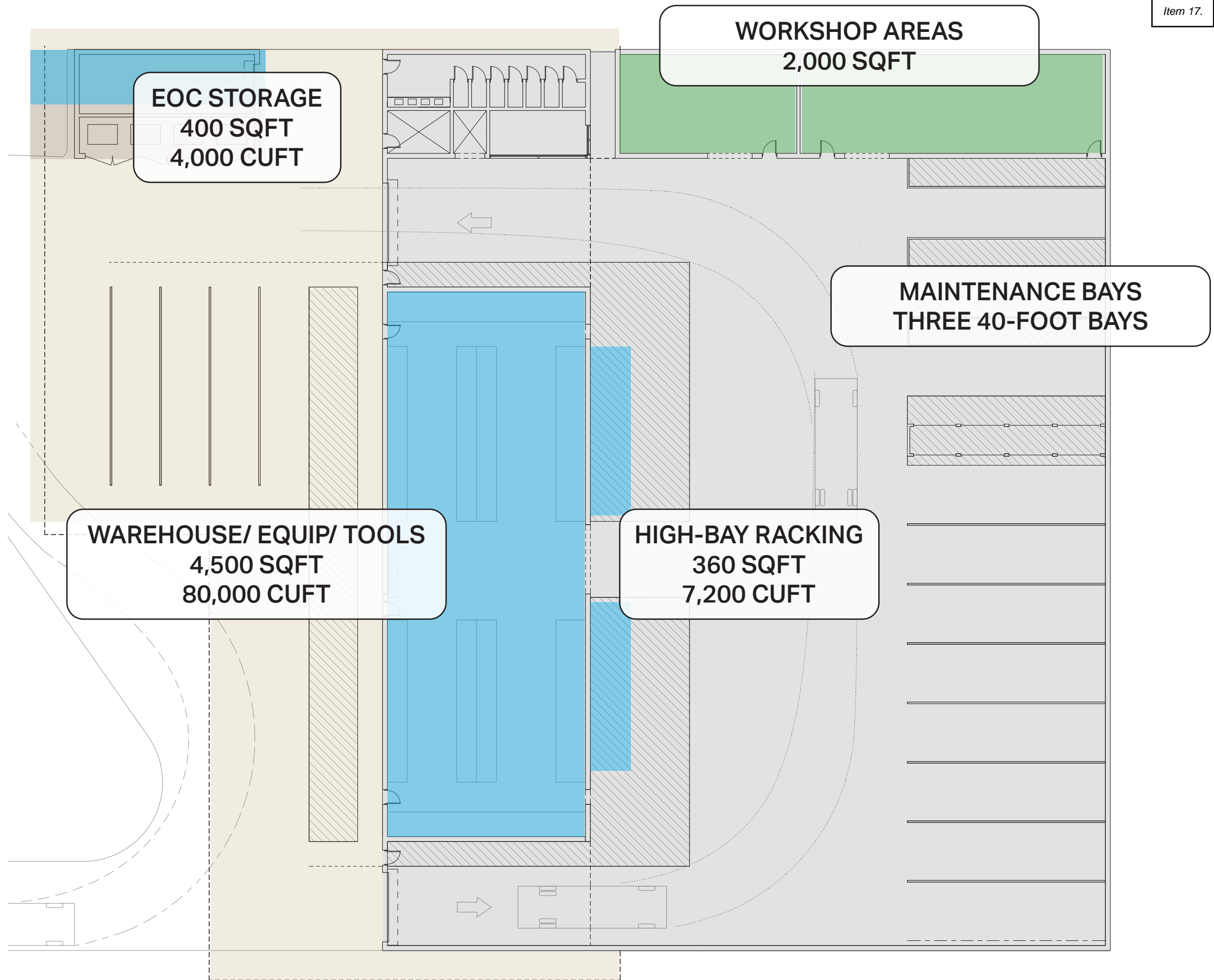
450 GROUND FLOOR PLAN  
1" = 20'



# OPERATIONS BUILDING GROUND FLOOR

This plan highlights the warehouse, storage areas, shop spaces, and maintenance bays in the proposed Operations Building.

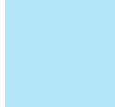

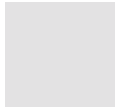
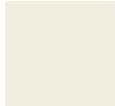
- Storage Areas
- Workshop Areas
- Building Area
- Covered Operations Area

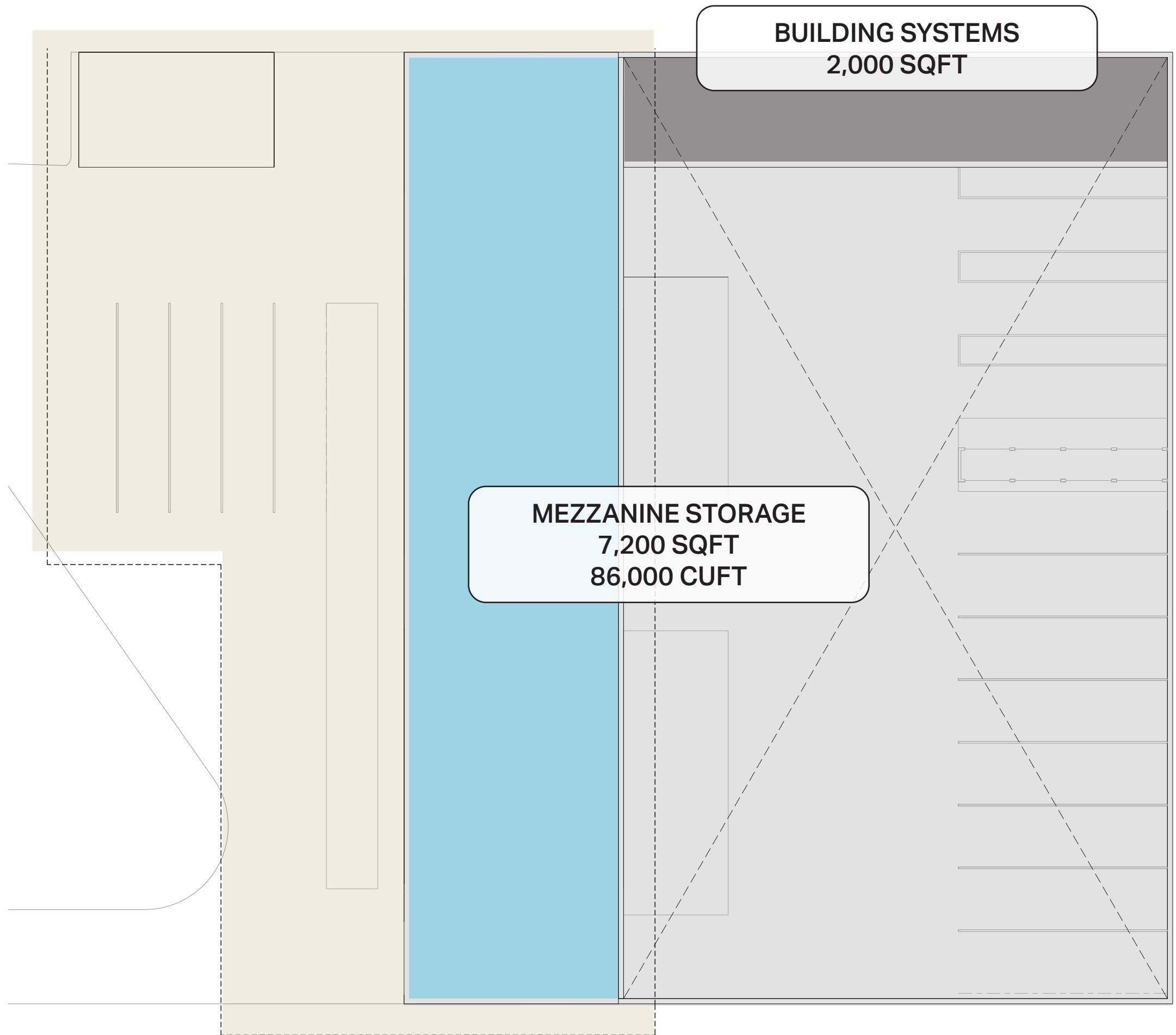


Item 17.

# OPERATIONS BUILDING MEZZANINE

This plan highlights mezzanine level storage and building systems spaces in the proposed Operations Building.

-  Mezzanine Storage
-  Building Systems Areas
-  Building Area
-  Covered Operations Area

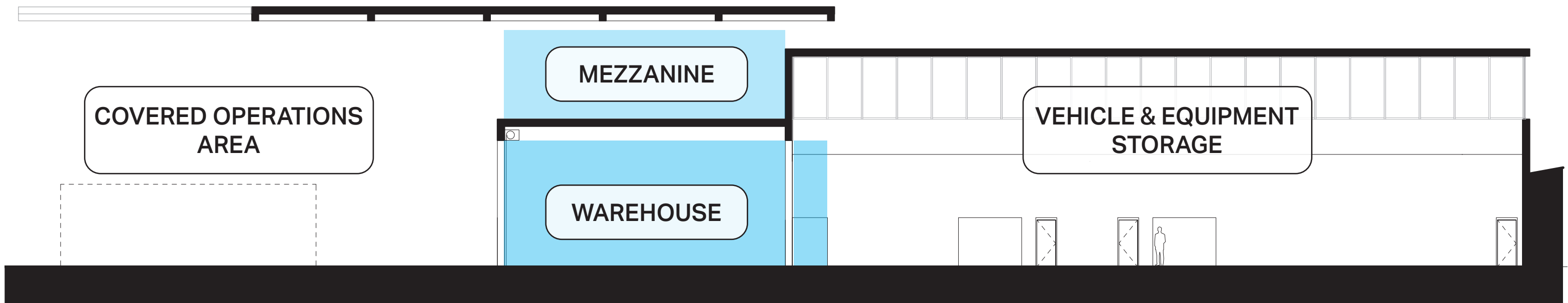


Item 17.

# OPERATIONS BUILDING SECTION

This section drawing illustrates storage area volumes, vertical positions, and relationships to loading and access areas.

- Warehouse Storage
- Mezzanine Storage





# COMPARING EXISTING AND PROPOSED STORAGE AND SHOP AREAS

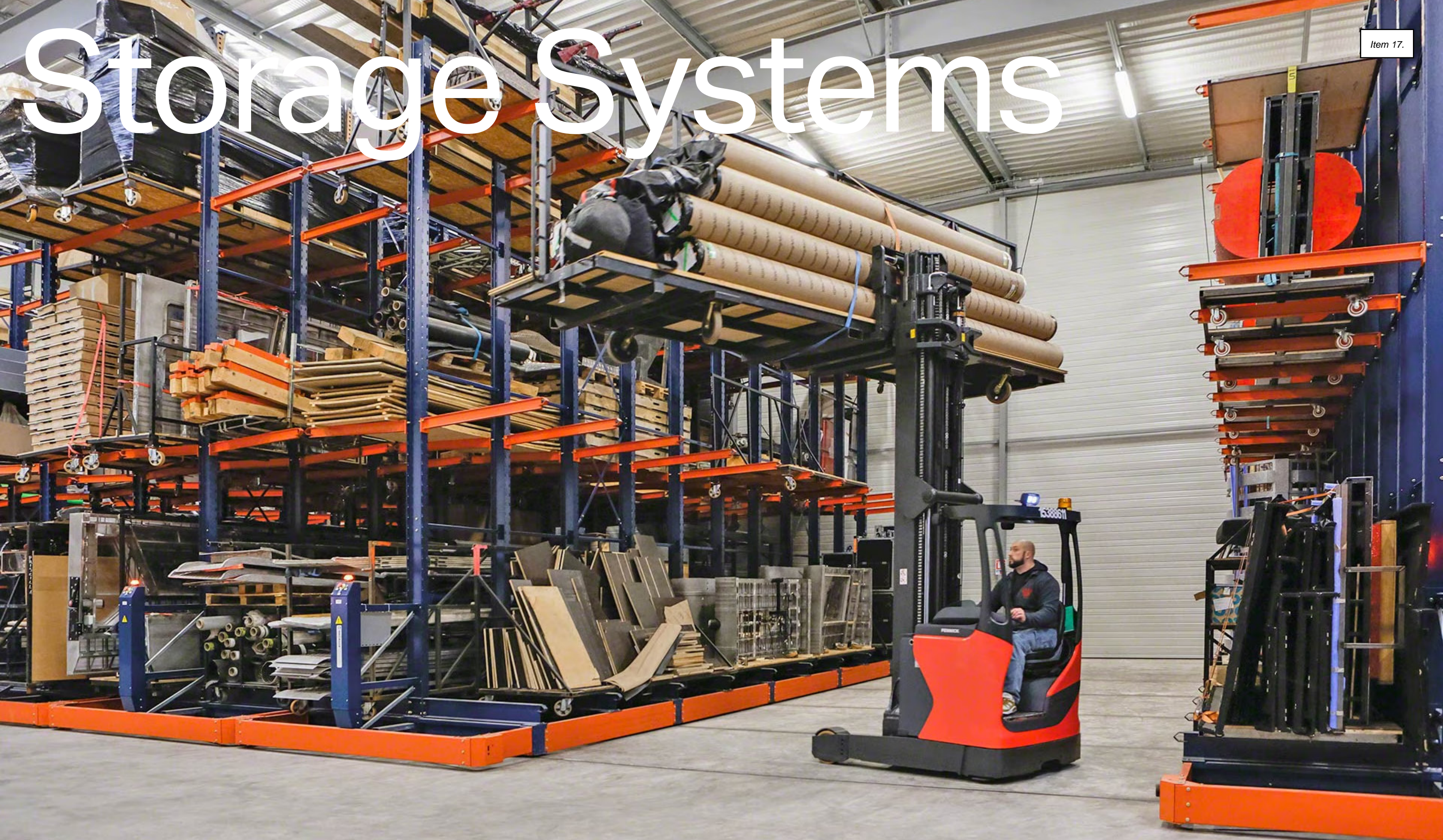
This table offers a side-by-side comparison of storage and shop areas between the existing public works building and the proposed Operations Building.

<b>FACILITY AREA</b>	<b>EXISTING PUBLIC WORKS</b>	<b>PROPOSED OPERATIONS BUILDING</b>
WAREHOUSE RACK AREAS	3,900 Square Feet 46,900 Cubic Feet	4,500 Square Feet 80,000 Cubic Feet
MEZZANINE STORAGE	None	7,200 Square Feet 86,000 Cubic Feet
CANTILEVER RACK AREAS	None	7,200 Cubic Feet 18,000 Cubic Feet (In West Yard)
<b>TOTAL STORAGE</b>	<b>3,900 Square Feet 46,900 Cubic Feet</b>	<b>11,700 Square Feet 191,200 Cubic Feet</b>
<b>TOTAL WORKSHOP AREAS</b>	<b>1,500 Square Feet</b>	<b>2,000 Square Feet</b>



# Storage Systems

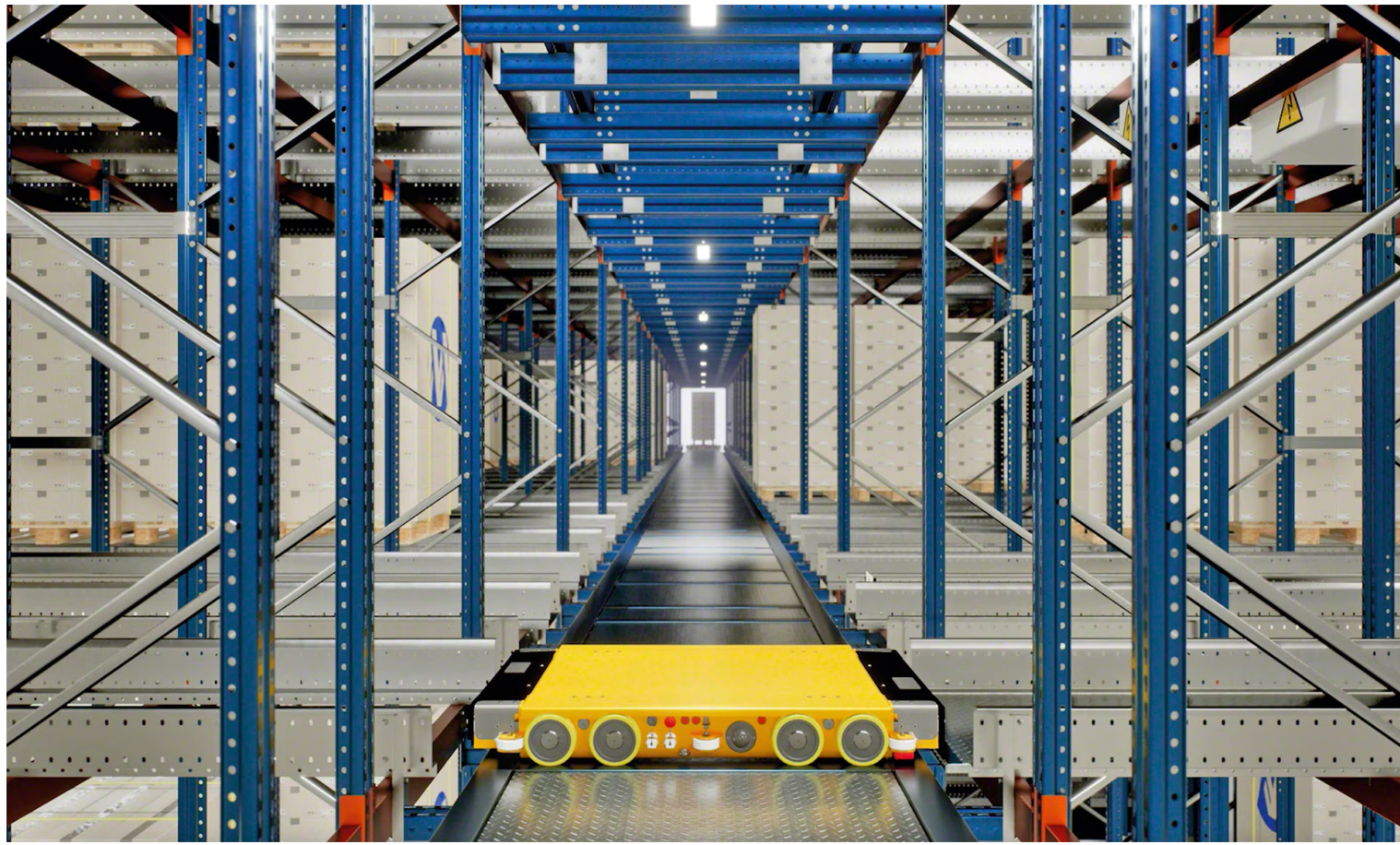
Item 17.



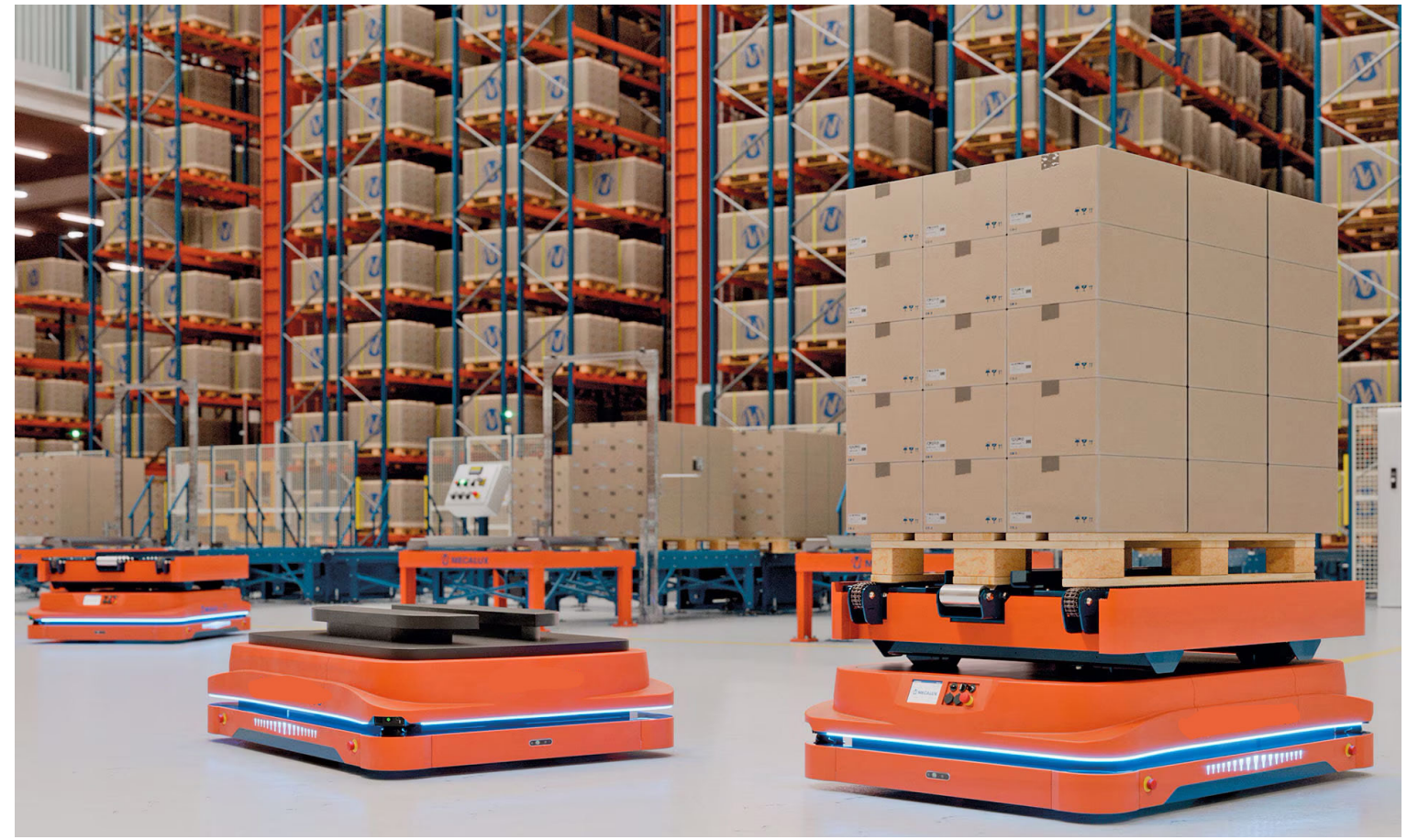


# AUTOMATED WAREHOUSE STORAGE AND PICKING SYSTEMS

Advancement in automated warehouse storage systems is focused on streamlining the internal transport of goods within the warehouse, and between warehouse racks and transport vehicles.



## 3-D Automated Pallet Shuffle Systems



## Autonomous Mobile Robots (AMRs)



# APPLICATIONS FOR AUTOMATED SYSTEMS

Automated systems are designed for larger facility use cases, where the movement of pallets and vehicles is precisely timed. This presents a very different use case than the daily operations related to material, equipment, and tool storage for Public Works maintenance and operations teams.





# PUBLIC WORKS STORAGE SYSTEMS

For the Public Works Operations Building, storage systems focus on three key use-case criteria that lead to the selection of a more traditional range of storage options.

## Partial Pallet, Box, or Bin Access

Staff regularly need to select small quantities of materials, equipment, or tools, from pallets, boxes, or bins.

## Simultaneous Access by Numerous Team Members

Project teams divide the task of material, equipment, and tool collection in order to more efficiently load vehicles and prepare for work in a timely manner. That workflow requires simultaneous aisle access by numerous team members.

## Unscheduled Access Throughout the Day

Though most teams collect materials, equipment, and tools each morning for work that day, it is not uncommon to need to return to storage areas at differing points in the day to either collect additional items or to collect a new set of items for a new or related task.

# TRADITIONAL PALLETTE RACKING

Traditional pallet racking is the most universal storage system thanks to its versatility. Its distribution in the warehouse creates a series of interior aisles, enabling direct, individual access to all pallets.

## Benefits:

**Direct access to each pallet:** All pallets are accessible from the working aisle

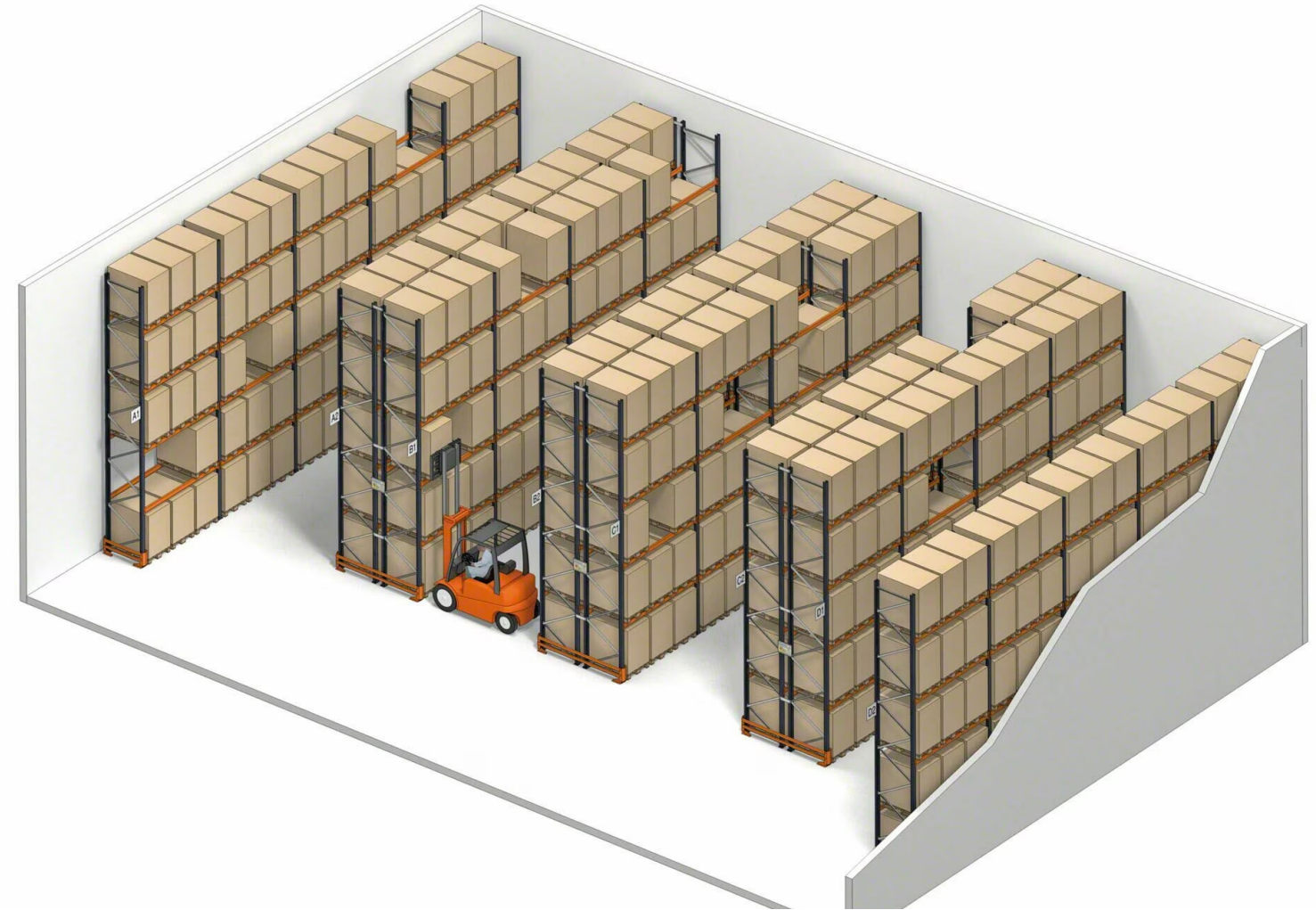
**Easy implementation:** The structures are assembled quickly and have a low maintenance cost.

**Versatile:** Racks adapt to the height of the facility and to multiple load types (from pallets and containers of different weights and sizes to boxes, drums and reels).

**Configurable and scalable:** The height of the storage levels is adjustable and can be modified to reconfigure the storage system.

**Easily accessible:** All aisles and all material is accessible at all times.

**Best Case for Public Works Storage: Regularly accessed stock.**





# MOBILE RACKING SOLUTIONS

Mobile racking is a high-density storage solution that considerably increases storage capacity while maintaining direct access to each pallet. The racks are mounted on motorized mobile bases that move laterally along rails.

## Benefits:

**Increased capacity:** Movable storage racks provide 80 to 120% more capacity than conventional pallet racking.

**Direct access:** The only high-density storage system allowing direct access to all stock stored.

**Versatility:** Can be adapted to store non-palletized loads, such as coils, pipes and profiles.

## Challenges:

**Simultaneous use:** May not be suitable for use by multiple staff accessing multiple racks (aisles) for widely differing materials.

**Best Case for Public Works Storage:** For the storage of attic stock or other rarely access goods, or for the storage of planned-access goods.





# CANTILEVER RACKING

Cantilever racks are designed to accommodate long and bulky loads, such as metal profiles, plastic pipes and timber. The system offers direct linear access to stored goods.

## Benefits:

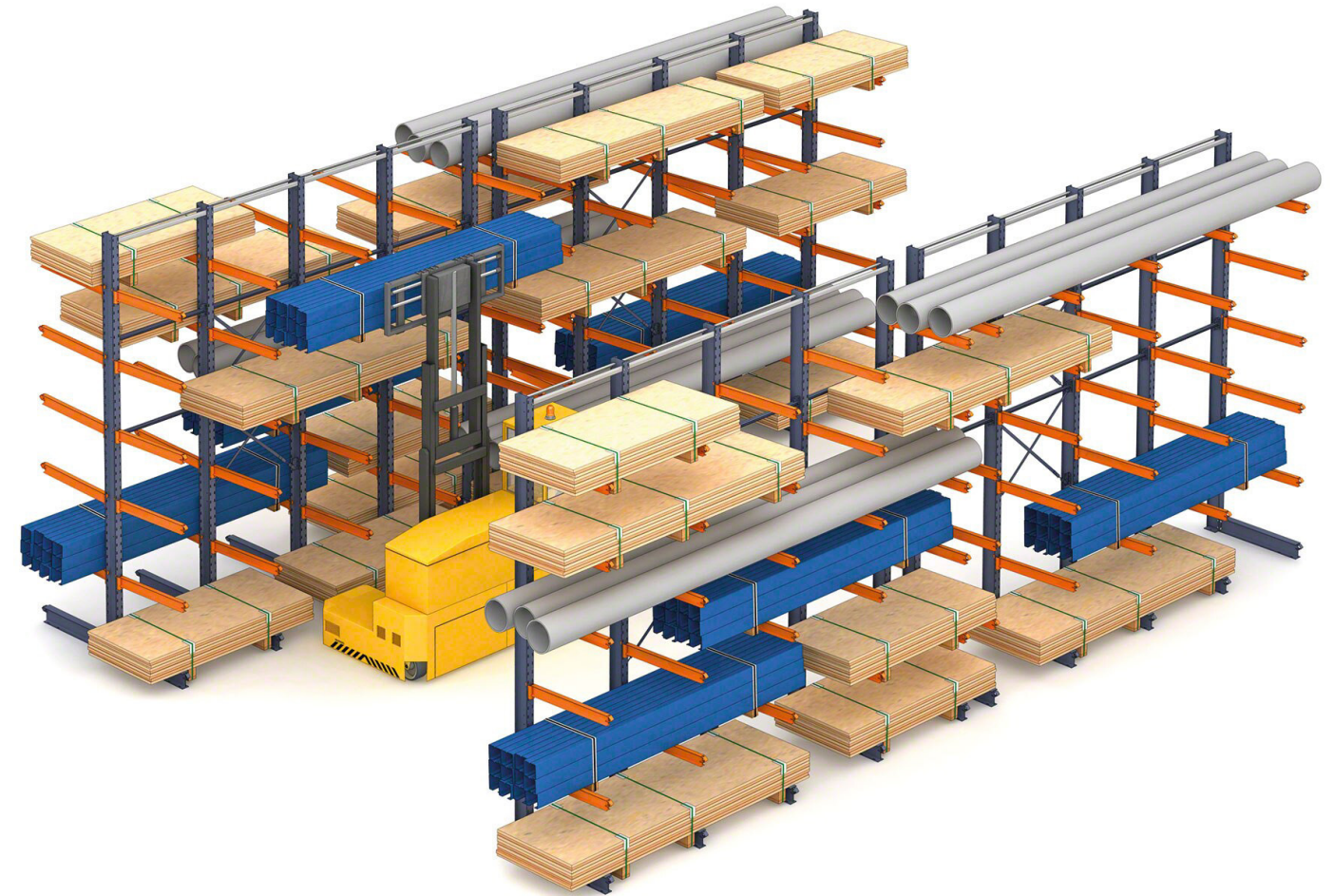
**Wide variety of loads:** The system is easily adaptable to a broad range of long and bulky loads of various weights and dimensions.

**Direct access and excellent visibility:** The racks enable immediate visual identification of stored goods as well as direct access to them.

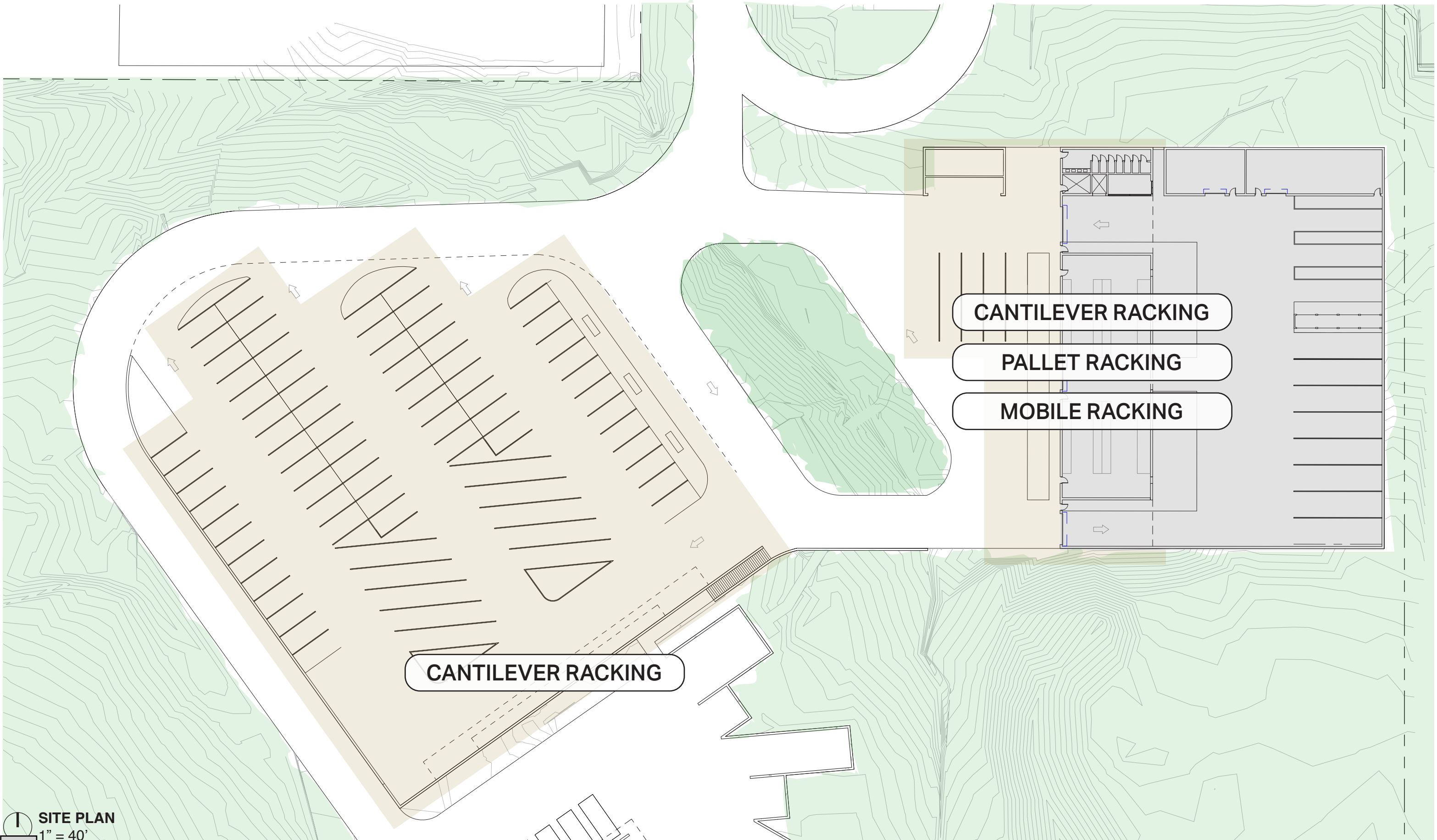
**Space optimization:** Can be installed in single runs to take advantage of open wall surfaces.

**Suitable for outdoor use:** Racks may be used outdoors when combined with overhead cover to protect goods from adverse weather conditions in outdoor facilities.

**Best Case for Public Works Storage:** Storage of long, eccentric, and bulks items needing direct access. Increasing facility storage capacity through the use of open faced wall surfaces.



# LOWER YARD DISTRIBUTION OF STORAGE SYSTEMS



**SITE PLAN**  
1" = 40'  
462



# OPERATIONS BUILDING STORAGE SYSTEMS

Operations Building storage systems are located to take advantage of available floor and wall surfaces, and to enable use-case receipt and retrieval of materials, equipment, and tools.

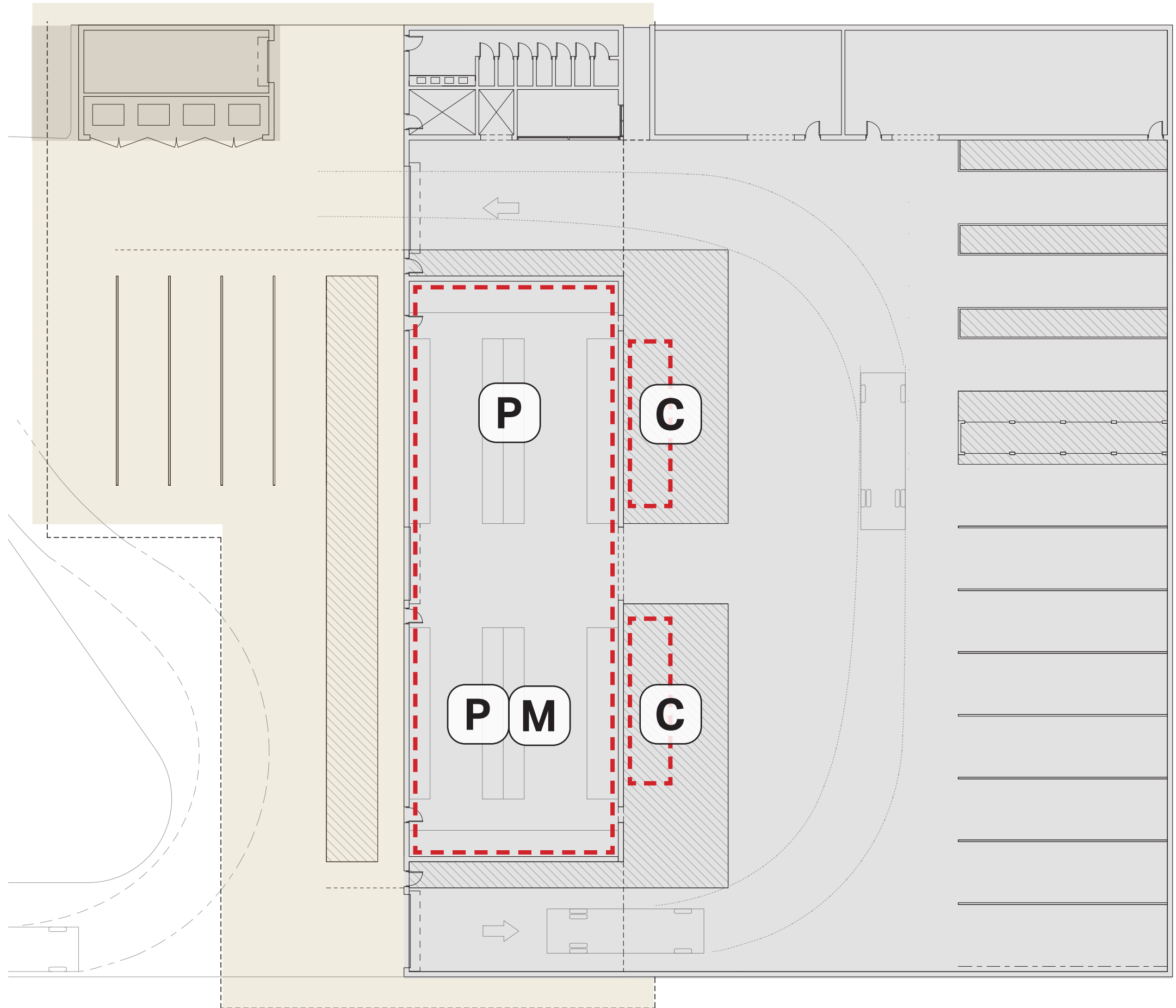
The Warehouse totals approx. 80,000 cubic-feet of volume and may employ a combination of Traditional and Mobile Pallet Racks.

**P** Traditional Pallet Racks

**M** Mobile Pallet Racks

The high-bay walls on the east side of the warehouse contribute an additional 7,200 cubic-feet of storage capacity,

**C** Cantilever Racks

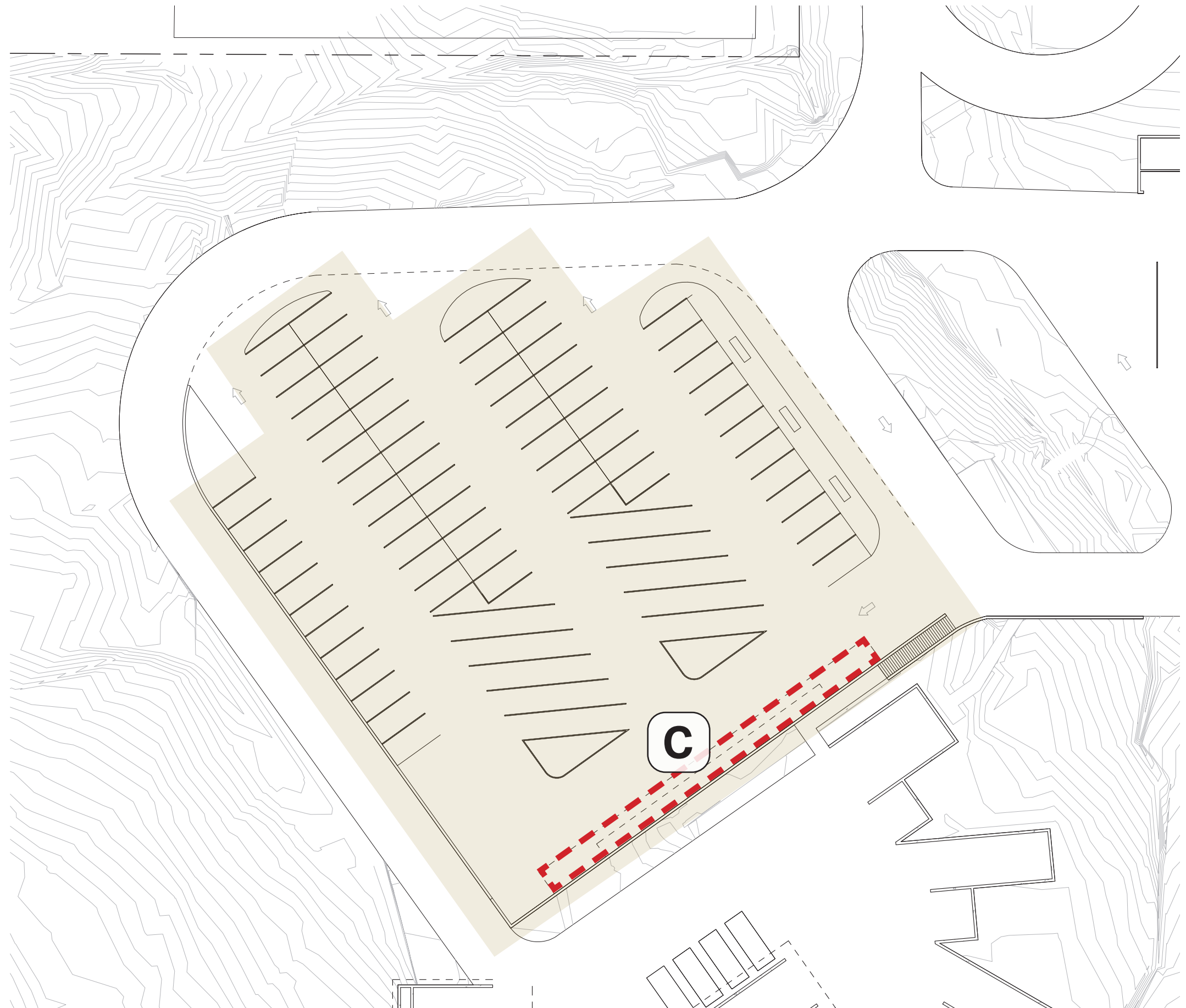


# LOWER YARD WEST STORAGE SYSTEMS

Lower Yard West storage systems are located to take advantage of available retaining wall surfaces and overhead cover, and to enable use-case receipt and retrieval of materials.


The retaining wall on the southern side of the lower yard contribute an additional 18,000 cubic-feet of storage capacity,

**C** Cantilever Racks





# TWO PHOTOGRAPHS OF EXISTING BULKY-ITEM AND CAPITAL PROJECTS STORAGE

 Site Photograph





# DELIVERY STORAGE OF PALLET ITEMS AND TIMBERS

Without adequate lay-down space for bulky-items, including timbers, some project and supply deliveries are deposited roadside until space is made available or until collected by capital projects crews or third party contractors.





# DELIVERY STORAGE OF LARGE BOXES ITEMS

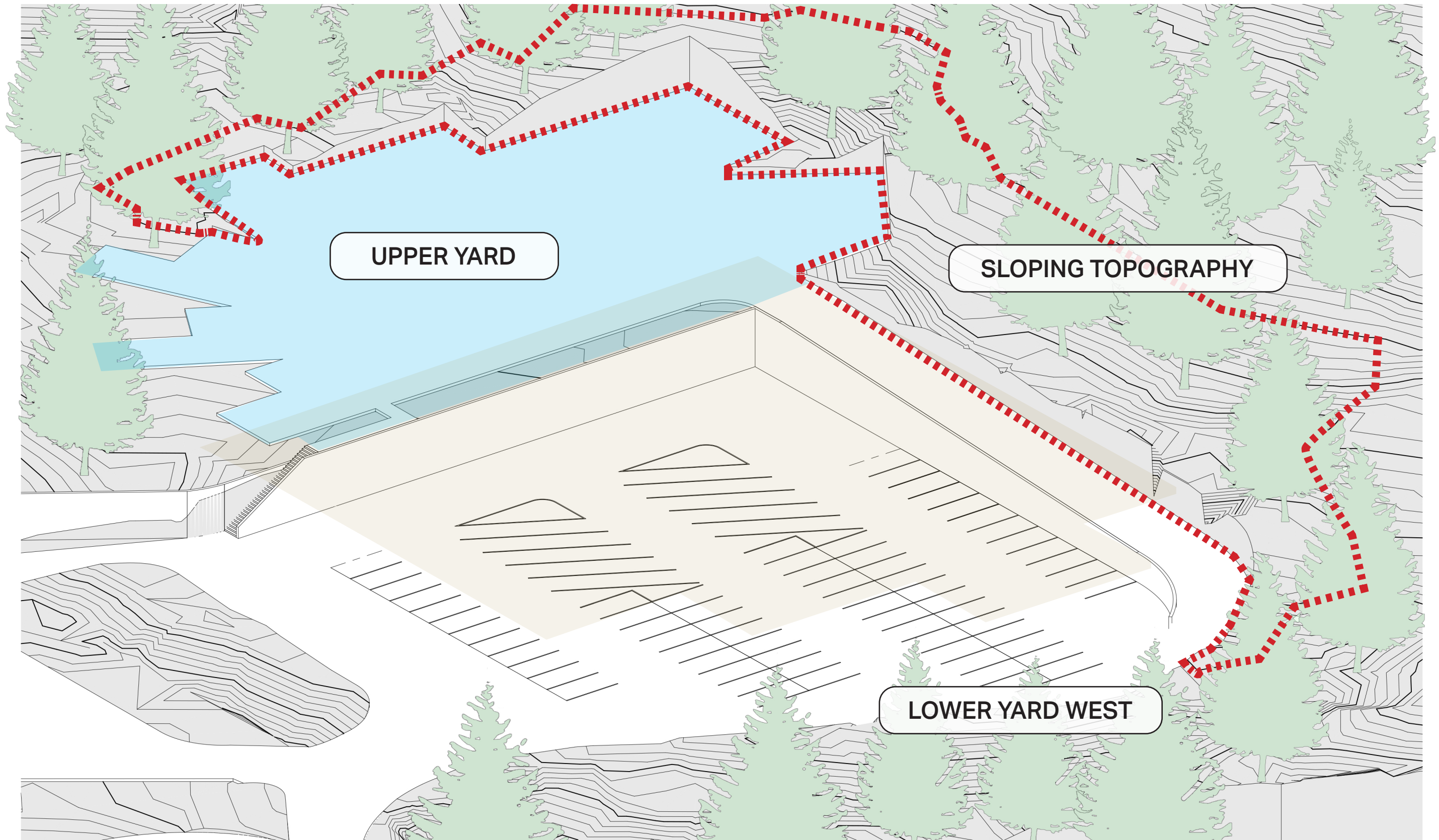
Without adequate lay-down space for bulky-items, including large boxed material and supply deliveries, some deliveries are deposited in parking areas until space is made available or until collected by capital projects crews or third party contractors.





# STORAGE AND OPERATIONS AREAS ON A SLOPING SITE

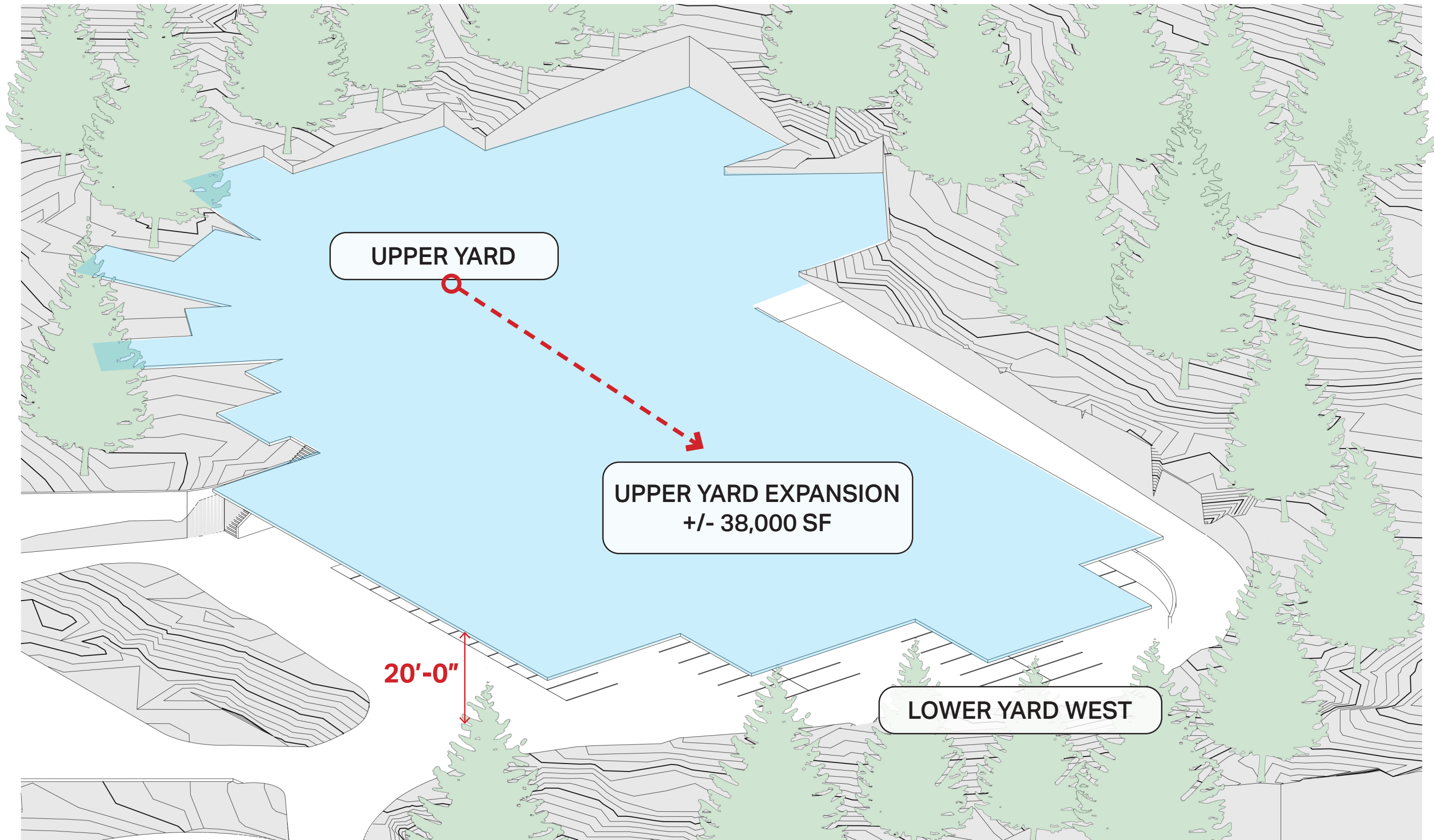
Areas of the existing site not occupied by critical area buffers consist of sloping topography.





# EXPANSION THROUGH LOAD-BEARING STRUCTURE

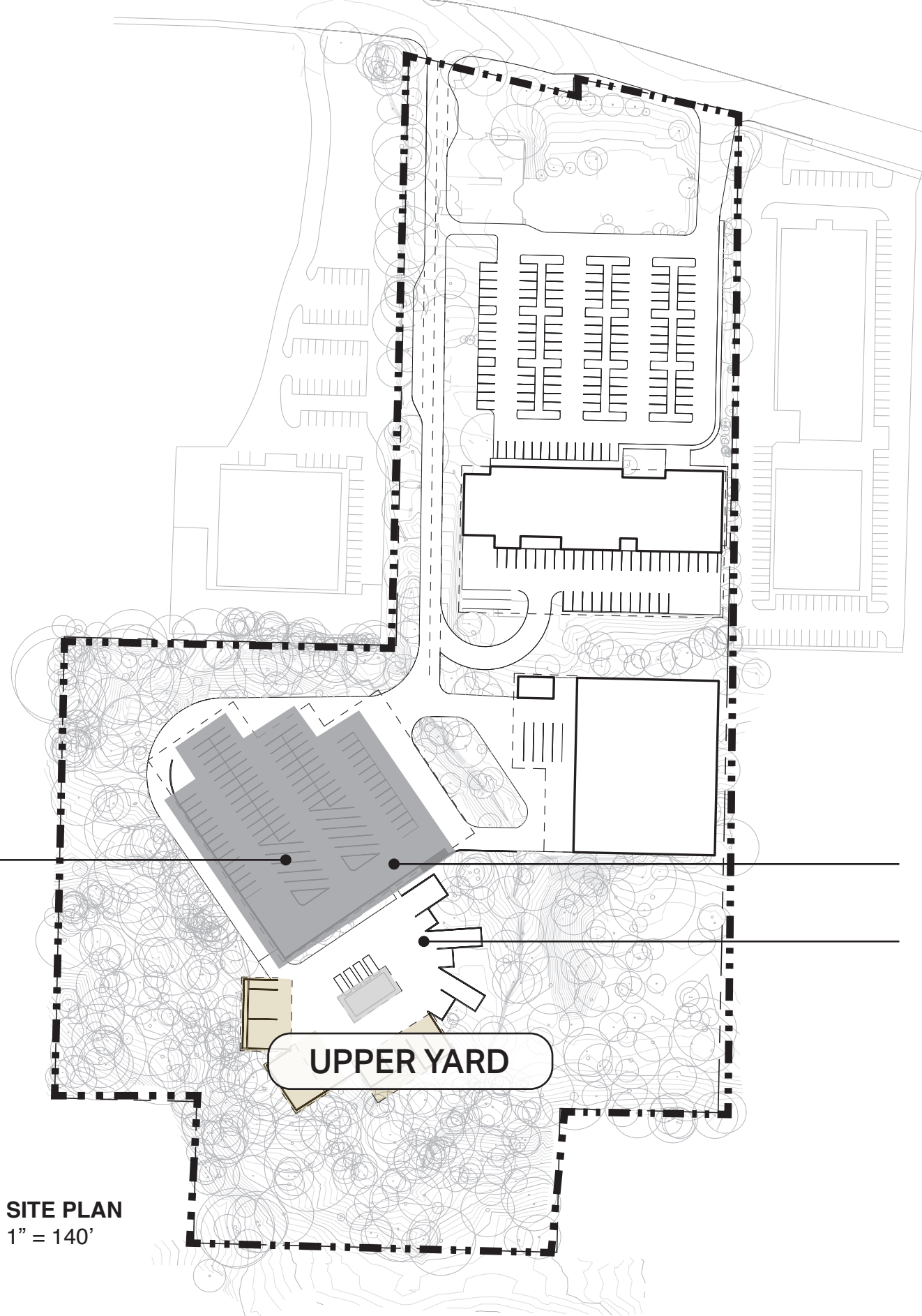
Expansion over lower areas offers an alternative to further excavation. This strategy would convert weathering cover into a load-bearing structure for the storage of bulky and capital projects materials.



# POTENTIAL EXPANSION OF UPPER YARD - A FULL "LID" OVER THE LOWER YARD

This site plan illustrates the potential to convert the Lower Yard West weathering cover into a load bearing structure, adding approximately 38,000 Square Feet to site storage capacity.

Full area conversion cost:  
+/- \$6,000,000 to \$8,000,000



LOWER YARD "LID"  
38,000 SQFT

DECK ELEV +/- 145.00'

UPPER YARD +/- ELEV 145.00'

UPPER YARD

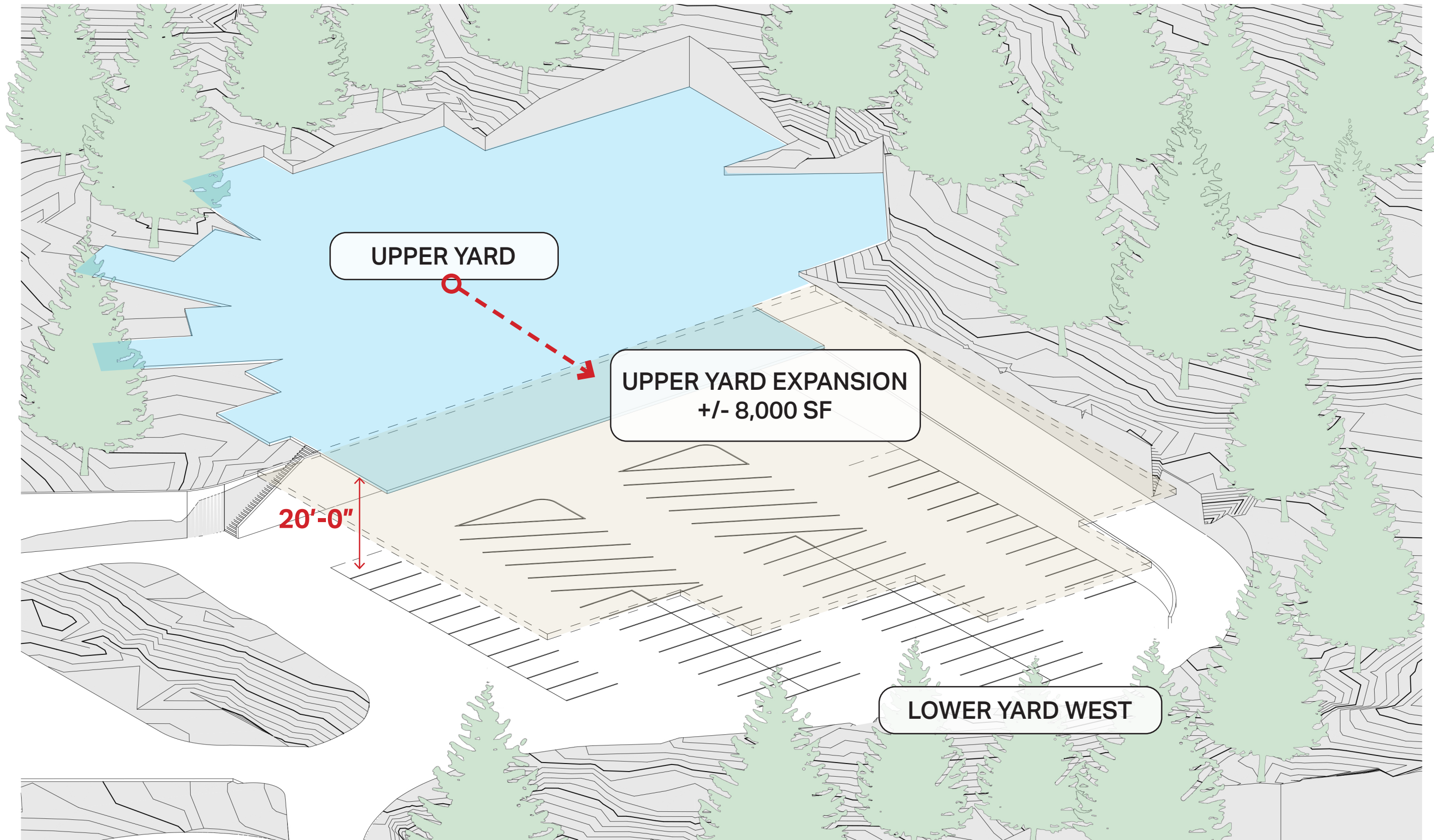
Potential Load-Bearing Structure

SITE PLAN  
1" = 140'



# PARTIAL EXPANSION THROUGH LOAD-BEARING STRUCTURE

This is a similar strategy that would convert a portion of the weathering cover into a load-bearing structure for the storage of bulky and capital projects materials.

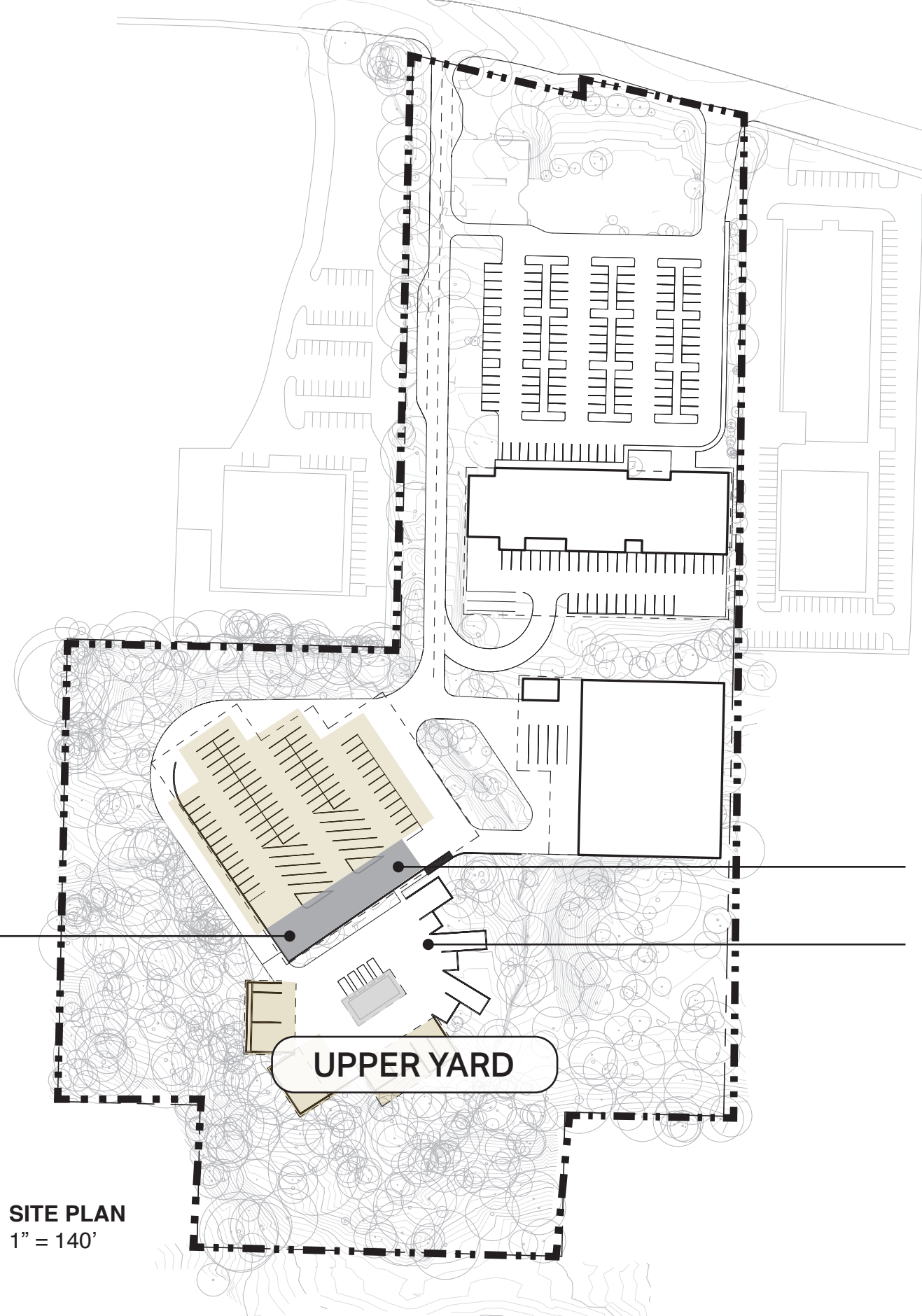




# POTENTIAL EXPANSION OF UPPER YARD - A "PARTIAL LID" OVER THE LOWER YARD

This site plan illustrates the potential to convert a portion of the Lower Yard West weathering cover into a load bearing structure, adding approximately 8,000 Square Feet to site storage capacity.

Partial area conversion cost:  
+/- \$1,000,000 to \$2,000,000



LOWER YARD WEST  
"PARTIAL LID"  
8,000 SQFT

DECK ELEV +/- 145.00'

UPPER YARD +/- ELEV 145.00'

UPPER YARD

Potential Load-Bearing Structure

# Functions and Uses of Operations Building and Yard



# Functions and Uses of Operations Building and Yard

- During the previous City Council discussion, several questions were asked about the purpose and function of several public works requirements and operations.
- Public Works staff will provide additional information on the following:
  - Overview of the proposed maintenance bays and information on their planned use.
  - Explanation of indoor heated vehicle storage, versus outdoor covered vehicle storage.
  - Need for the wash bay and decant facility.



# Vehicle and Equipment Maintenance Bays

- In current maintenance building, only 4 bays to store vehicles overnight requiring conditioned space. Same 4 bays used during day for vehicle maintenance.
- Mechanic lift is mobile, allowing some flexibility in use of space, but is significant daily effort to shuffle vehicles at the beginning and end of shift to make space.



# Vehicle and Equipment Maintenance Bays

- Public Works operations include 24/7 response.
- Specific vehicles/equipment must be operational for these responses.
- During freezing temperatures, at least 4 vehicles/pieces of equipment need conditioned spaces to prevent freezing including:
  - Street Sweeper
  - Hydro Excavator
  - Vactor/Jetter Truck
  - Liquid Deicer Unit (truck with equipment)



# Vehicle and Equipment Maintenance Bays

- Other vehicles/equipment need covered storage (non-conditioned space) to extend expected useful life of vehicle or equipment to prevent against moisture damage/sun degradation.



# Role of Wash Bay

- Maintenance of vehicles and equipment is essential to operations. Wash bays are utilized to clean and prolong equipment. Wash bays are used by all City equipment.
- Lifespan of vehicles and equipment varies:
  - Patrol Vehicles 3-4 years
  - Standard Vehicles 8-10 years (Pool vehicles, PW trucks, etc...)
  - Heavy or Specialized equipment 10-15 years (Loaders, Backhoes, Parks Tractors, etc...)

# Role of Wash Bay

- Small wash bay is used by primarily by smaller equipment including CPD, MIPD, Recreation and Public Works.
- Although equipment is specialized, it is used as multipurpose.
  - Vactor truck often used for sewer utility work and Stormwater work.
  - Prior to use or cross-over – equipment must be clean and sanitary for work.



# Role of Decant Facility

- A decant facility is designed to separate solid debris from liquids.
  - Liquids enter the sewer system for eventual treatment (KC system)
  - Solids are stored under cover, dried, tested and transported for disposal
  - When primary collection of material is completed, often solids are immersed in liquids and require time to “settle” or separate.
- Street Sweeper, Hydro Excavator, Vactor and seasonal parks equipment (mower decks) often use this system. Primarily used for large/heavy equipment.



# Public Safety and Maintenance Building



PSM BUILDING

PUBLIC & STAFF PARKING

SE 36TH STREET

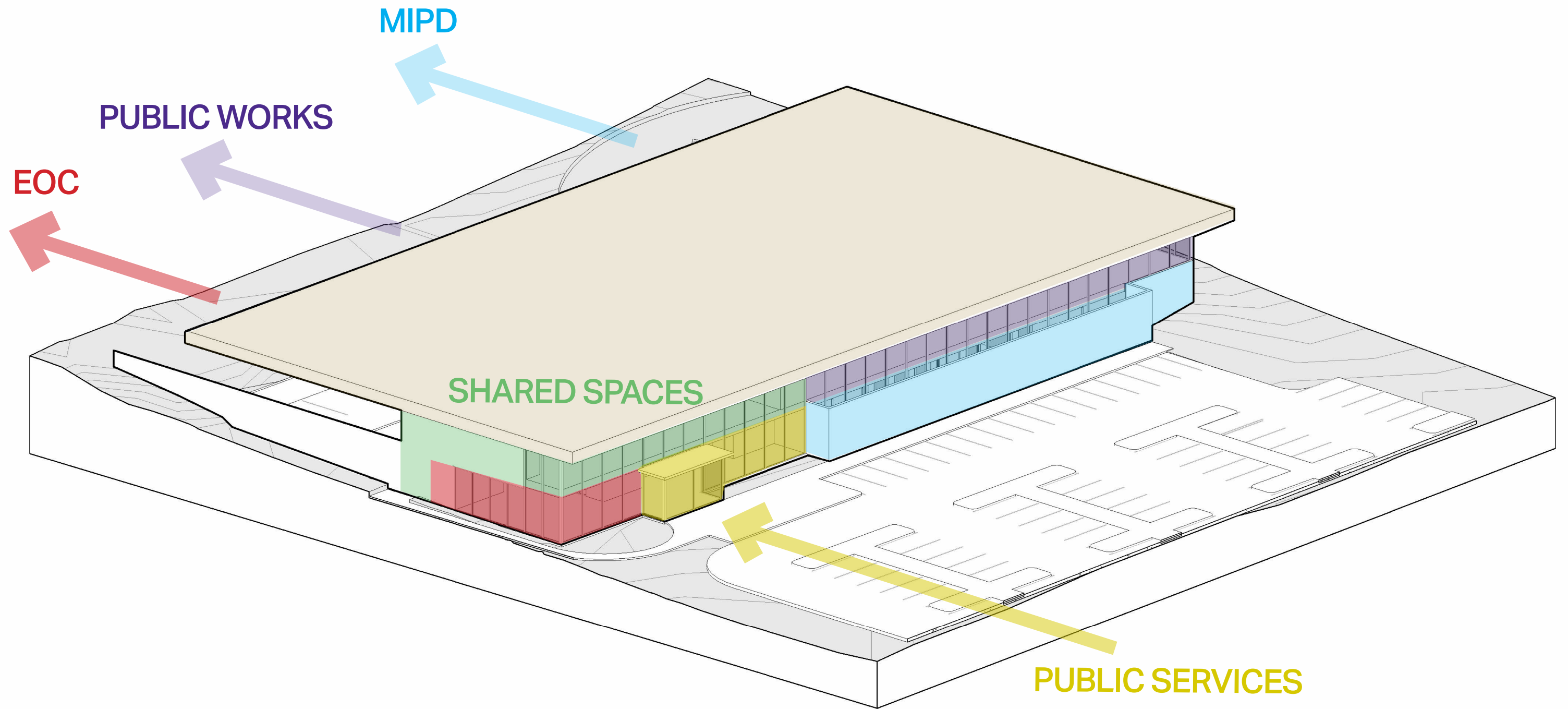


# PSM Building Capacity Item 17.

- 1. Public Works Officing Capacities**
- 2. MIPD Officing Capacities**
- 3. MIPD Fleet**

# PUBLIC SAFETY AND MAINTENANCE BUILDING DIAGRAM

This diagram illustrates the basic programmatic organization of the Public Safety & Maintenance Building.





This graphic identifies the number current staff, by department and workspace type, with space assignments in the PSM Building.

## Current Seats Needed

### Public Works

- 7** Offices
- 41** Workstations
- 10** Flex-Desks

### Customer Svc.

- 1** Office
- 5** Workstations

### IT / GIS

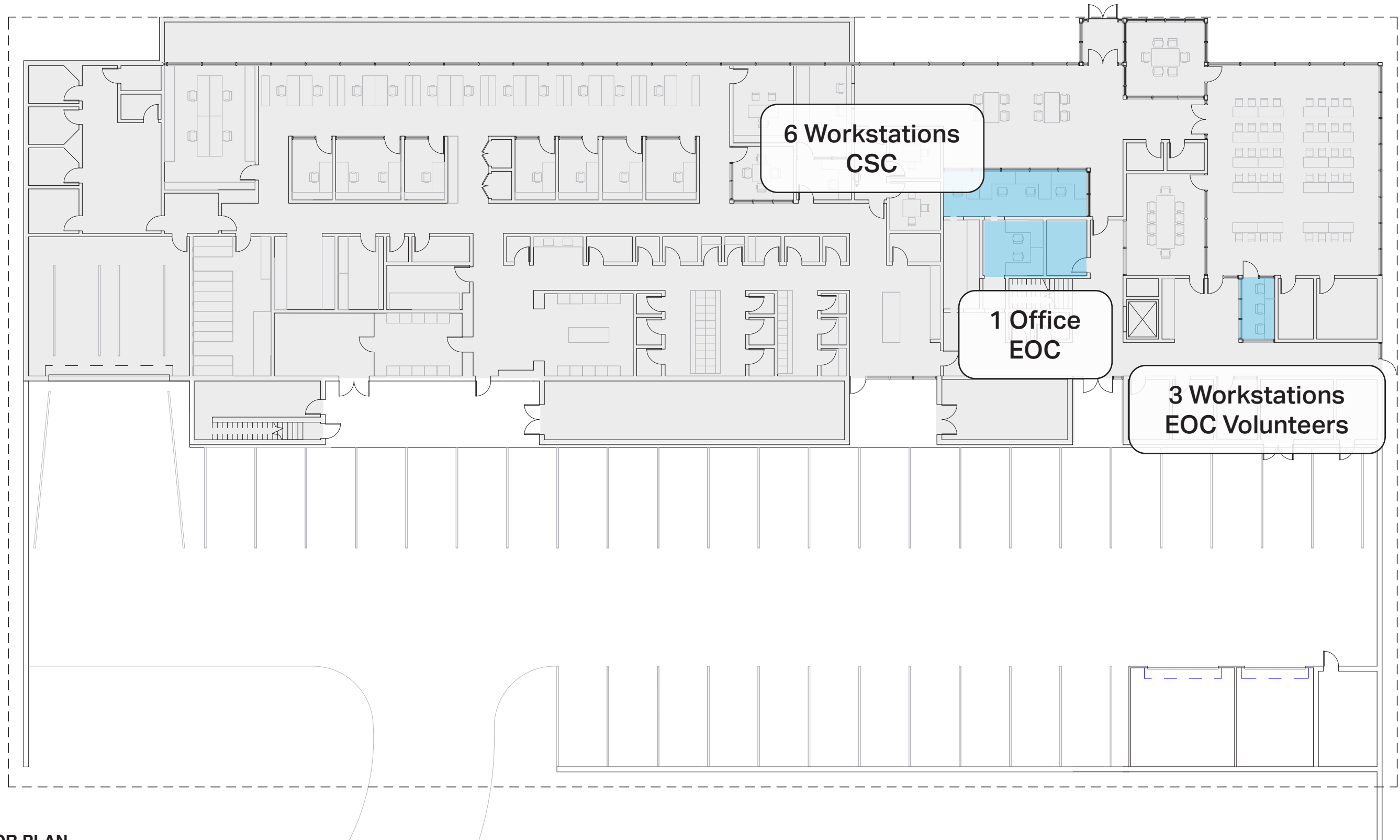
- 5** Desks

### EOC

- 1** Office
- 2** Workstations (Volunteers)

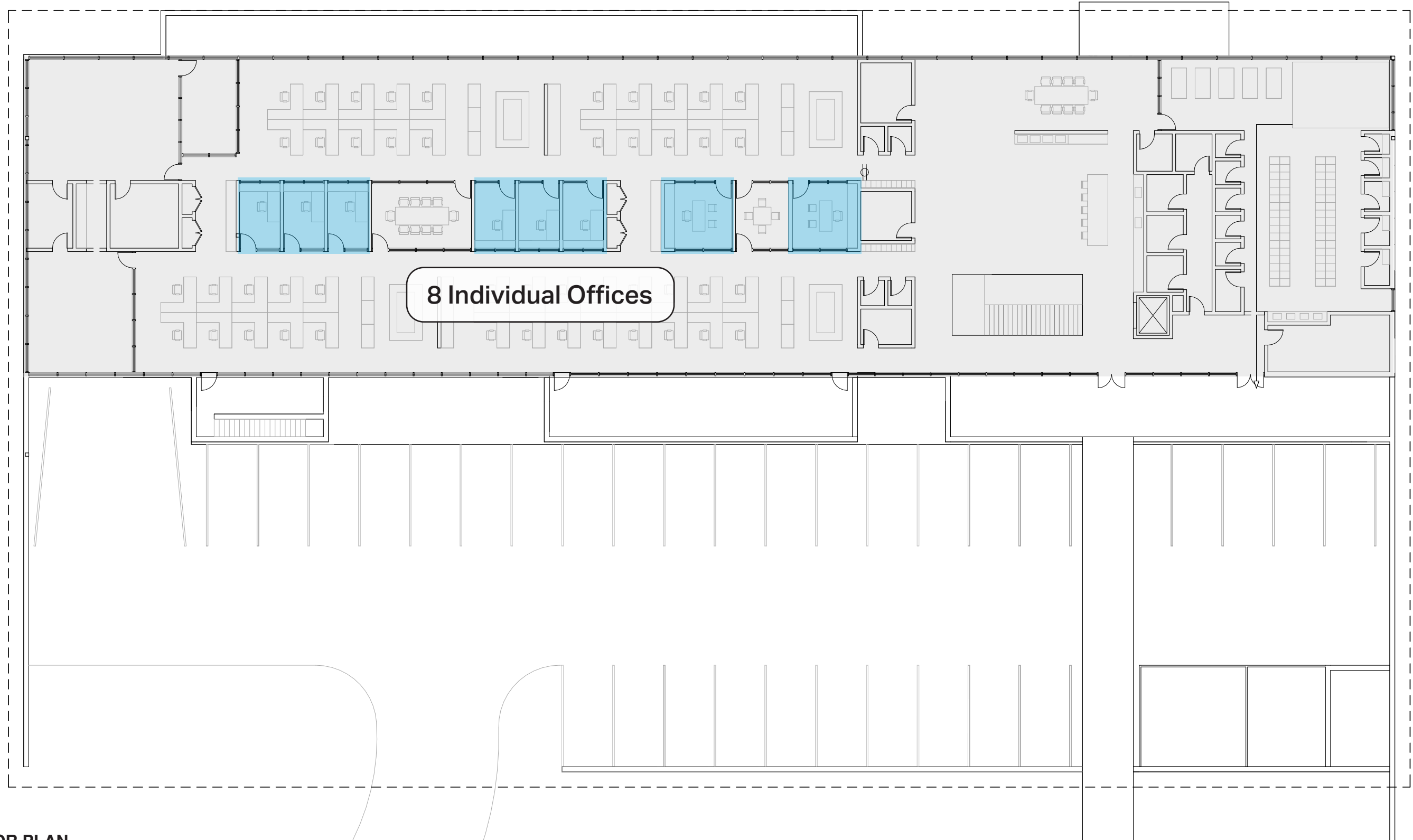
# CSC & EOC WORKSPACES ON THE GROUND FLOOR

This plan diagram illustrates Customer Service Counter and Emergency Services workspaces on the floor.



# PUBLIC WORKS STAFF INDIVIDUAL OFFICES

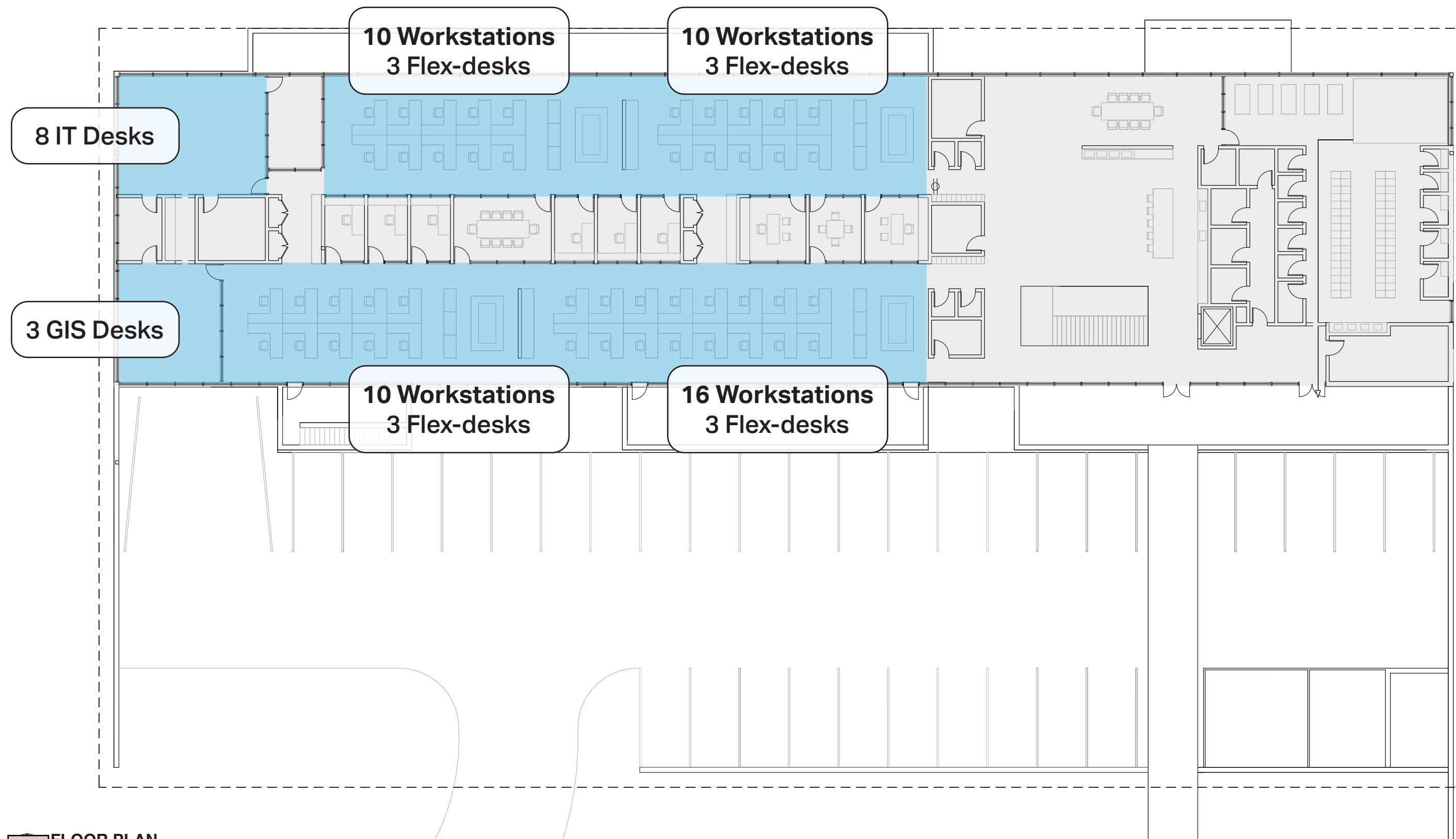
This plan diagram illustrates individual offices on the second floor.





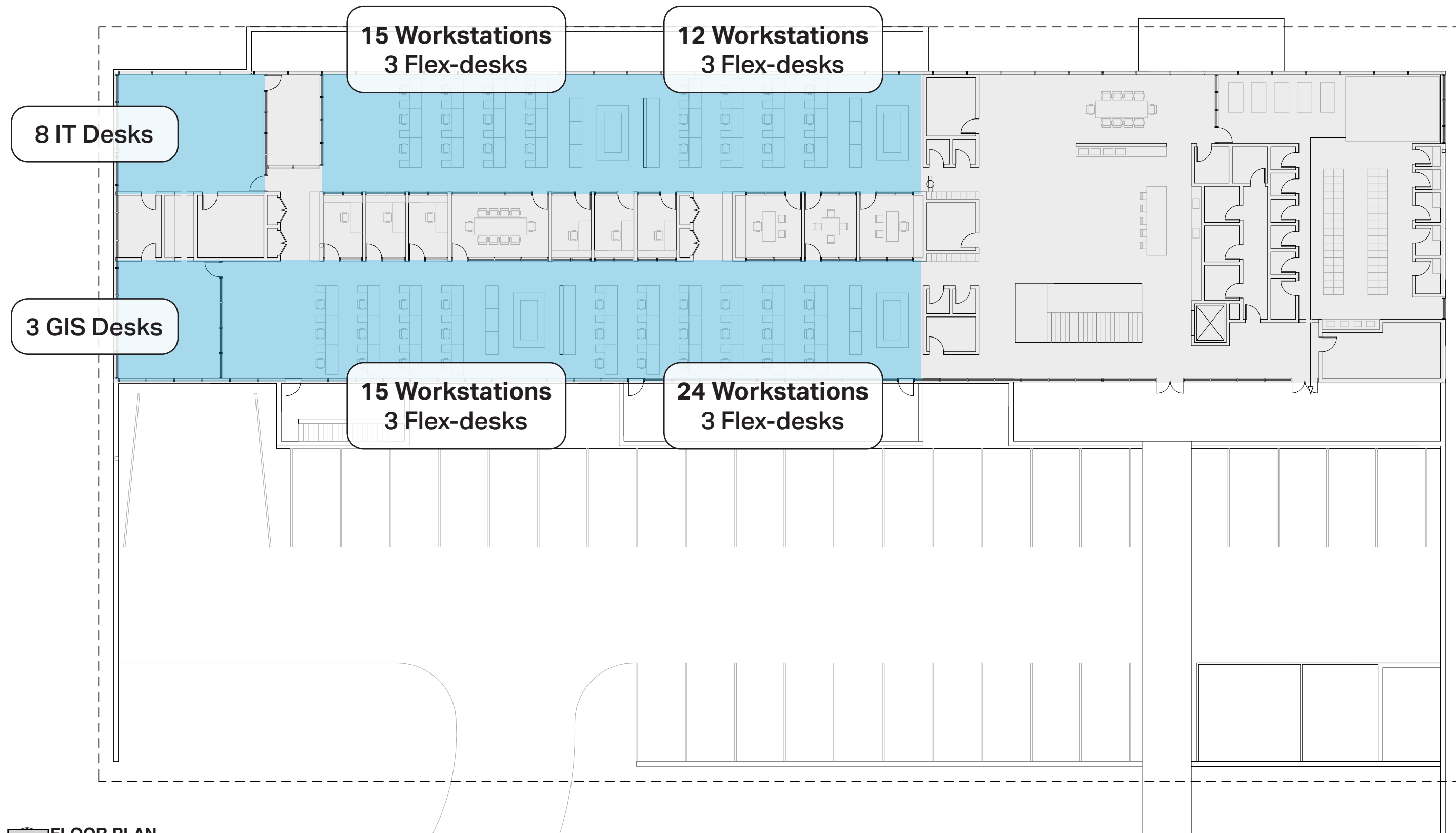
# PUBLIC WORKS, IT, & GIS WORKSTATIONS - "L-shaped" Workstations

This plan diagram illustrates open-plan workstations on the second floor. In this capacity planning scenario, the open-plan workstations are "L-Shaped" in configuration, providing 46 workstations in open office areas.



# PUBLIC WORKS, IT, & GIS WORKSTATIONS = "Single-Row Workstations"

This plan diagram illustrates open-plan workstations on the second floor. In this capacity planning scenario, the open-plan workstations are "Single-Row" in configuration, providing 66 workstations in open office areas.



# PUBLIC WORKS, IT & GIS, CUSTOMER SERVICE, AND EOC SEATS PROVIDED

This graphic identifies the number current staff, by department and workspace type, with space assignments in the PSM Building.

## Current Seats Needed

### Public Works

- 7 Offices
- 41 Workstations
- 10 Flex-Desks

### Customer Svc.

- 1 Office
- 5 Workstations

### IT / GIS

- 5 Desks

### EOC

- 1 Office
- 2 Workstations (Volunteers)

## Proposed Seats Provided

### Public Works

- 8 Offices
- 46 - 66 Workstations
- 12 Flex-Desks

### Customer Svc.

- 1 Office
- 5 Workstations

### IT / GIS

- 8 Desks

### EOC

- 1 Office
- 3 Workstations (Volunteers)



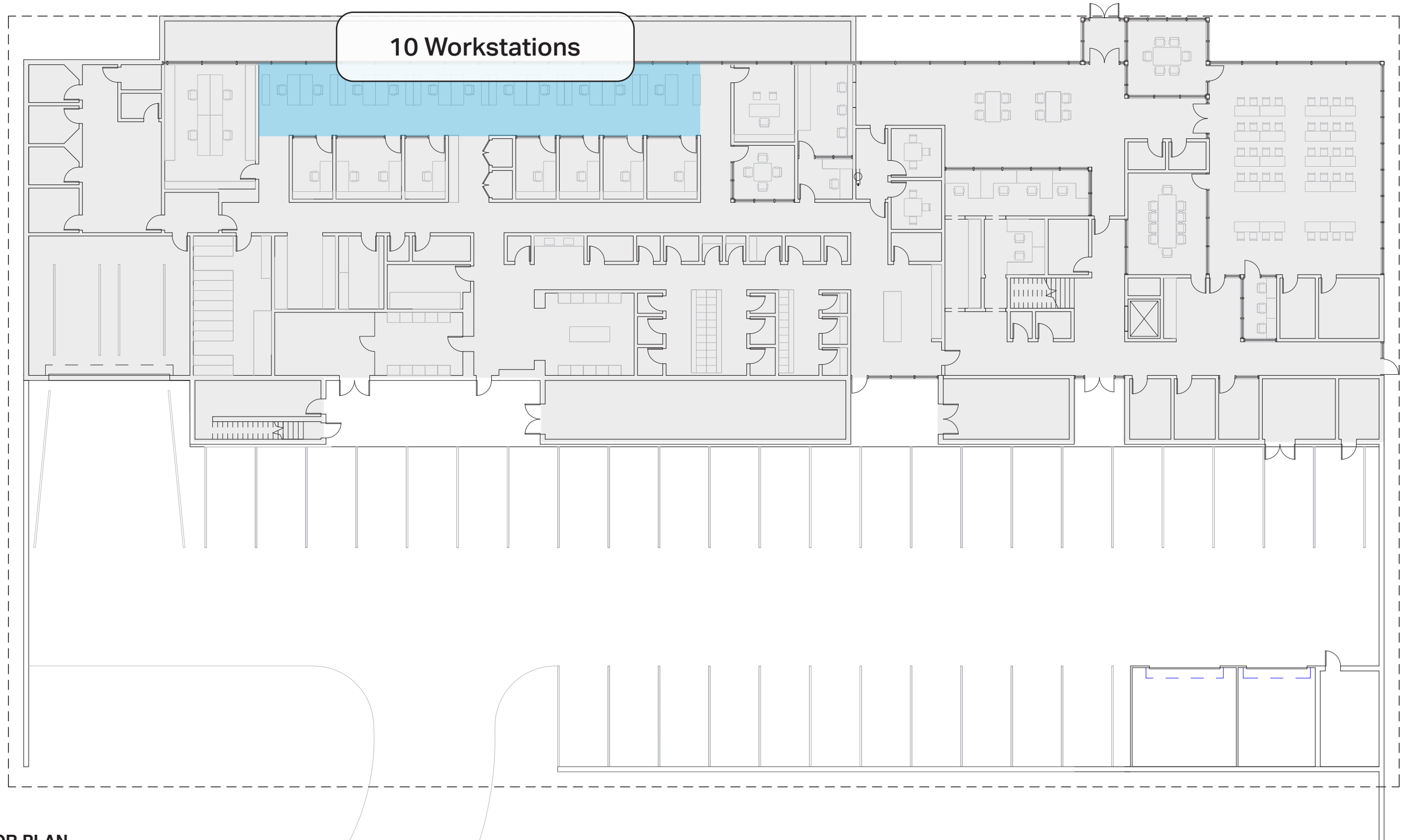
This graphic identifies the number current staff, and workspace type, with space assignments in the PSM Building.

## Current Seats Needed

- 9** Office and Shared Office Seats
- 4** Detectives Office Area Seats
- 4** Workstations
- 5** Shift-based Workstations (Accommodates a total of 20 Staff) (Assuming 5 Staff per shift with four shift/ squads)

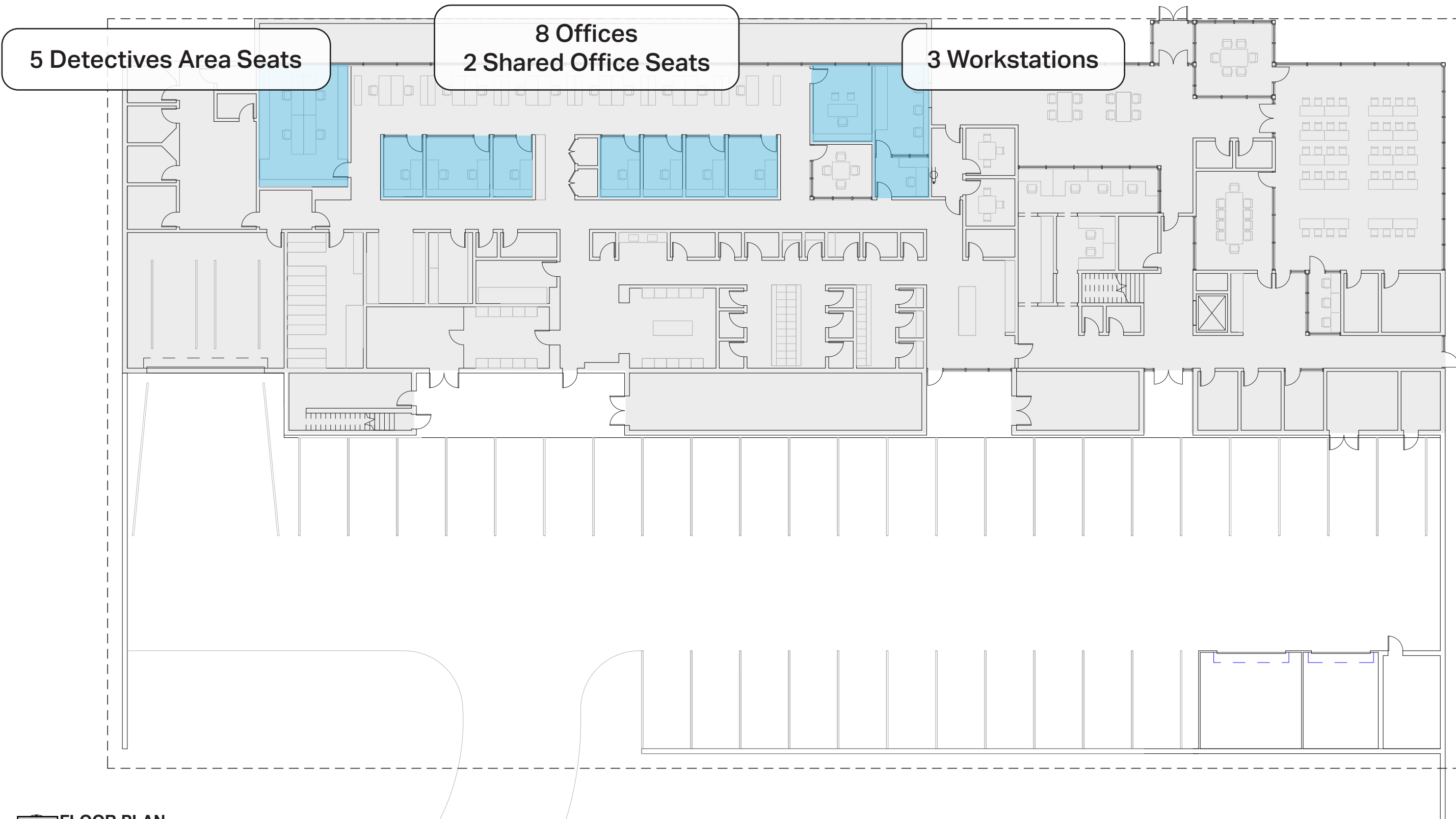
# MIPD Shift-based Workstations

This plan diagram illustrates shift-based workstations located on the first floor.



# MIPD Individual and Shared Offices

This plan diagram illustrates individual and shared offices located on the first floor.





## MIPD SEATS PROVIDED

This graphic identifies the number current staff, and workspace type, with space assignments in the PSM Building.

## Current Seats Needed

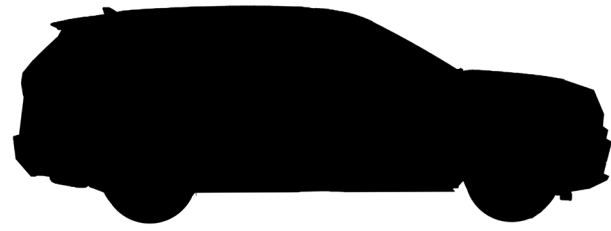
- 9** Office and Shared Office Seats
- 4** Detectives Office Area Seats
- 4** Workstations
- 5** Shift-based Workstation Seats (Accommodates a total of 20 Staff) (Assuming 5 Staff per shift with four shift/ squads)

## Proposed Seats Provided

- 12** Office and Shared Office Seats
- 5** Detectives Office Area Seats
- 4** Workstations
- 10** Shift-based Workstation Seats (Accommodates up to 10 staff members each shift)

# MIPD VEHICLE FLEET

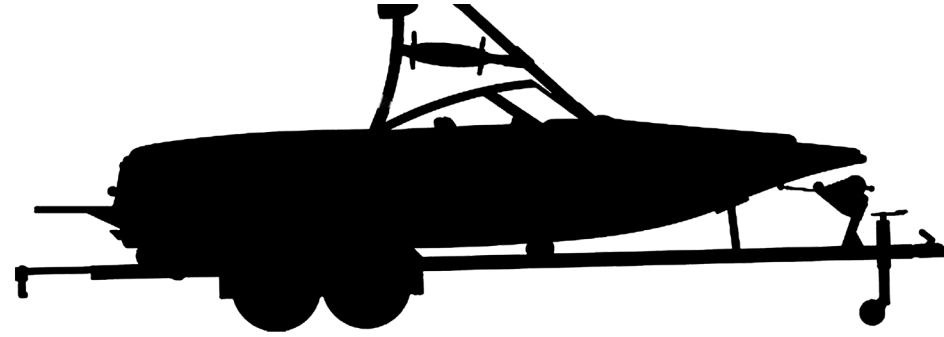
This graphic identifies the quantities of equipment and vehicles in each of four basic categories. This graphic also identifies the quantities of existing equipment or existing vehicles that need to be stored in an indoor, and conditioned, space.



## Vehicles

# 21

- Sedans
- Pick-up trucks
- SUVs



## Boat Trailers

# 3

Patrol Boat Trailers\*

\*Located in the Public Works Lower Yard trailer storage area.



## Cargo Trailers

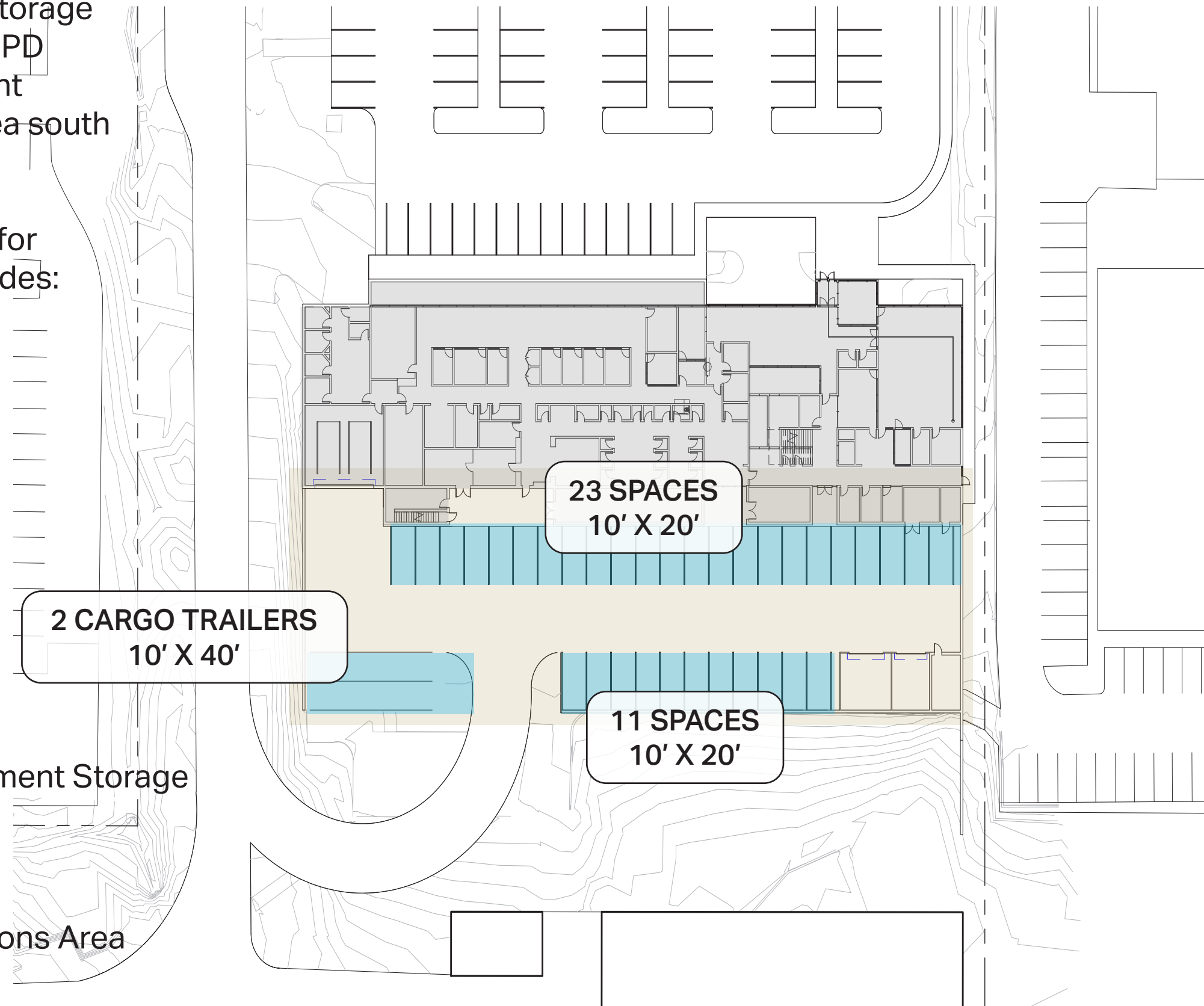
# 2


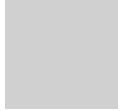
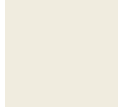
Cargo trailers

# PSM MIPD VEHICLE AND EQUIPMENT CAPACITY

This plan highlights the covered parking and storage areas dedicated for MIPD vehicles and equipment located in a secure area south of the PSM Building.

The planned capacity for secured vehicles includes:



-  Vehicle or Equipment Storage
-  Building Area
-  Covered Operations Area



# MIPD VEHICLE FLEET

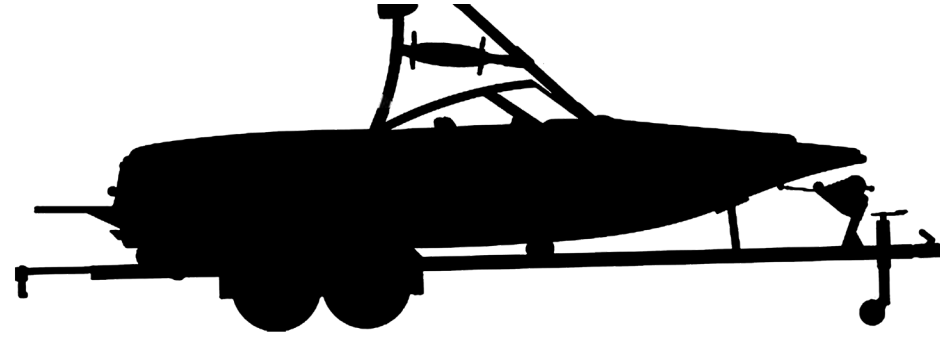
This graphic identifies the quantities of equipment and vehicles in each of four basic categories. This graphic also identifies the quantities of existing equipment or existing vehicles that need to be stored in an indoor, and conditioned, space.



## Vehicles

**21** Needed    **34** Provided

- Sedans
- Pick-up trucks
- SUVs



## Boat Trailers

**3** Needed    **3** Provided

Patrol Boat Trailers\*

\*Located in the Public Works Lower Yard trailer storage area.



## Cargo Trailers

**2** Needed    **2** Provided

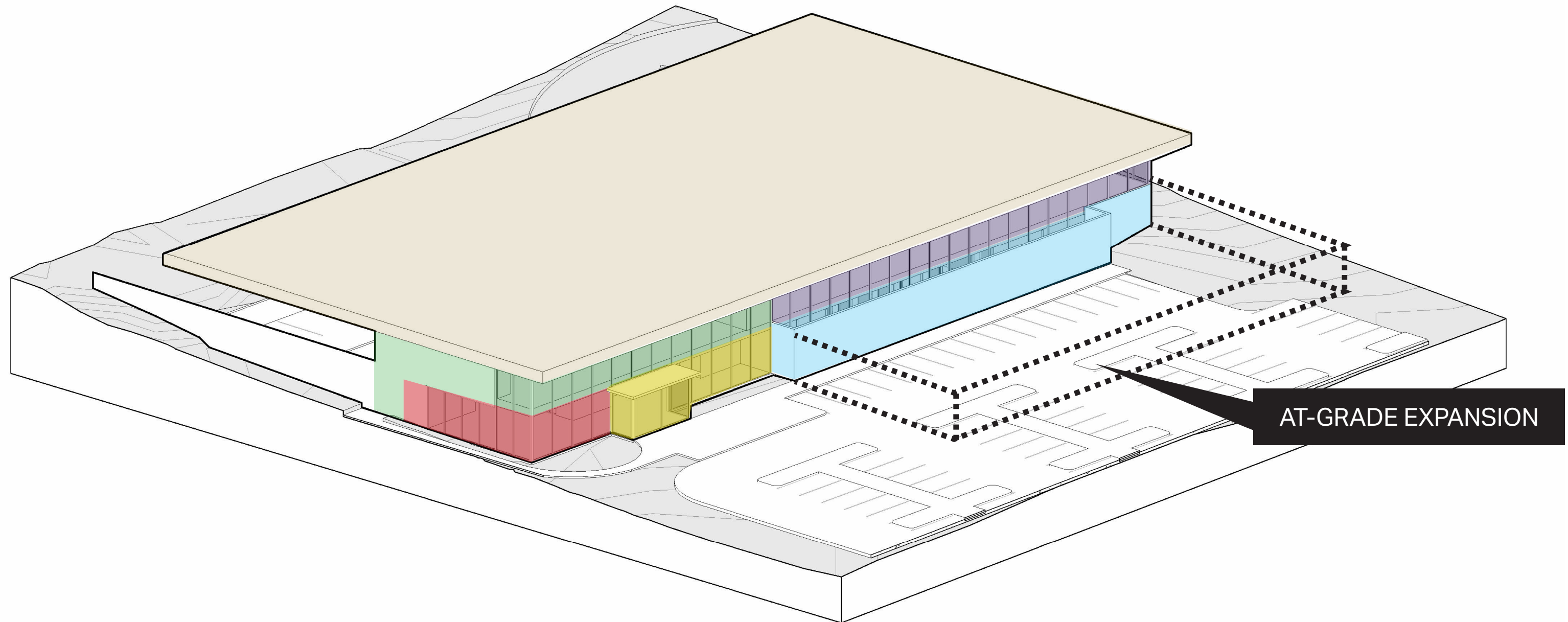
Cargo trailers

# PSM Building Capacity for Potential Future Growth

# POTENTIAL FUTURE EXPANSION

Expanding a building is simplest, and most cost effective, when the process of expanding does not impact the ongoing use of the building or radically change the structure or systems of the building.

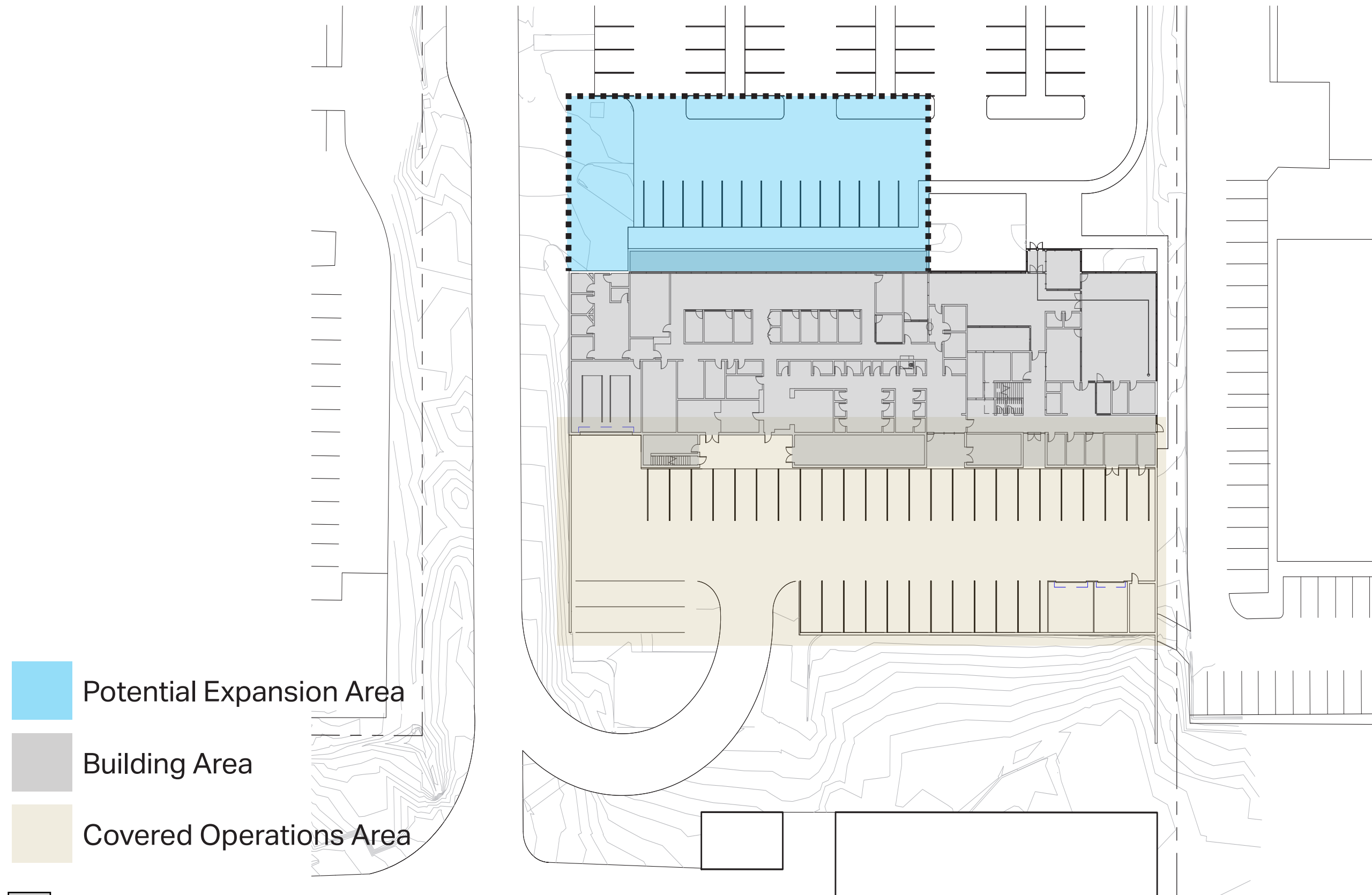
One option includes expanding the facility to the north. This strategy allows new construction to proceed without substantial impacts to the PSM Building occupancy or physical structure.





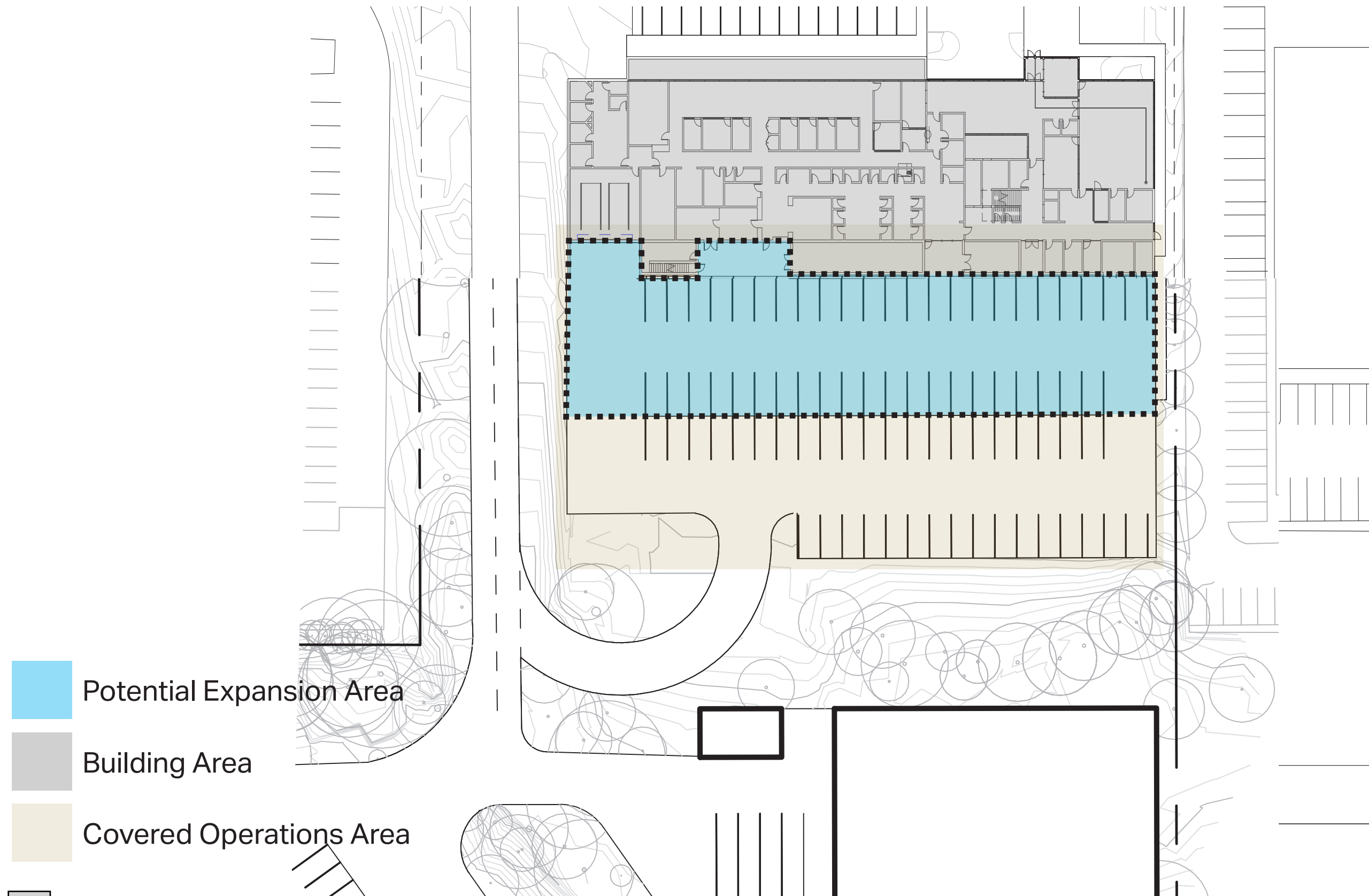
# POTENTIAL FUTURE EXPANSION - SCENARIO 1

This site plan illustrates an area north of the proposed building that may be considered for potential future expansion should programmatic needs change over the course of the useful life of the building. This area is flexible based on identified need.



# POTENTIAL FUTURE EXPANSION - SCENARIO 2

If the proposed PSM facility were shifted northward on the site, an area south of the proposed building would be available for potential future expansion should programmatic needs change over the course of the useful life of the building.



# Continued Review for Program and Capacity

- 1. Public Works Staff Meetings, March 5th**
- 2. MIPD Staff Meetings, March 11th & 12th**



# Mercer Island Public Safety and Maintenance Facility





# Alternative Construction Delivery Methods



# Alternative Public works Contracting Methods

- Last April, Council received a briefing on alternative public works contracting methods, also known as alternative delivery ([AB 6453](#))
- The PSM Design Team believes an alternative delivery method such as general contractor/construction manager (GC/CM) is worth considering for the PSM Facility.



# Potential Benefits of GC/CM

- Selection of contractor based on qualifications early in the design phase.
- Occurs once design is past schematic design.
- Contractor is at the table for final design decisions, which often includes early troubleshooting and value-engineering decisions.
- Likely reducing change orders and other unexpected costs during facility construction.

# Potential Benefits of GC/CM

- Advance procurement of materials with long-lead times, which is helpful with recent material market uncertainty.
- Early onboarding of the contractor will assist with planning and managing complex construction phasing and maintaining existing operations on the campus.

# Potential Benefits of GC/CM

- In general, GC/CM can lead to increased project delivery speed, additional cost certainty, and lower risk to the City.
- The City is currently undergoing its first GC/CM project with the New Water Supply Line Project ([AB 6605](#)).



# Council Feedback and Questions on GC/CM

- The PSM Design Team feels that pursuing GC/CM likely makes sense for this project.
- The team will return to the City Council in May or June with a more detailed analysis of the process and to discuss next steps, timing, and the funding strategy.
- Staff are seeking City Council questions and feedback on potentially pursuing this strategy.



# 2025 PLANNING SCHEDULE

Item 18.

Please email the City Manager & City Clerk when an agenda item is added, moved, or removed.

Items are not listed in any particular order. Agenda items & meeting dates are subject to change.

MARCH 18, 2025		DD	FN	CA	Clerk	CM
ABSENCES: Weiker		3/7	3/10	3/10	3/11	3/11
ITEM TYPE   TIME   TOPIC				STAFF		
<b>STUDY SESSION</b>						
30	AB xxxx: Deane’s Children’s Park Play Area Improvements			Jason Kintner/Kellye Hilde/Sarah Bluvas		
30	AB xxxx: Clarke and Groveland Beaches Joint Improvements Plan			Jason Kintner/Kellye Hilde/Sarah Bluvas		
<b>SPECIAL BUSINESS</b>						
<b>CONSENT AGENDA</b>						
--	AB xxxx: February 25 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: March 10, 2025 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB 6615: Marine Patrol Vessel Replacement Contract			Chris Sutter/Jeff Magnan		
--	AB xxxx: Interim Regulations in MICC 19.16.010 Related to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing (Second Reading, Ordinance No. 25C-05)			Jeff Thomas/Molly McGuire		
--	AB xxxx: Deaccession of Street Name Inlays Public Art Installation			Jason Kintner/Sarah Bluvas		
--	AB xxxx: Interim Regulations related to Unit Lot Subdivisions (SB 5258) in Title 19 MICC (Second Reading, Ordinance No. 25C-06)			Jeff Thomas/Alison Van Gorp		
--	AB xxxx: ARCH Housing Trust Fund Project Approvals			Jeff Thomas/Alison Van Gorp		
<b>REGULAR BUSINESS</b>						
30	AB 6603: Town Center Parking Regulations Discussion			Amelia Tjaden/Robbie Cunningham Adams		
30	AB 6635: Legislative Session Update			Jessi Bon/Robbie Cunningham Adams		
<b>EXECUTIVE SESSION</b>						

APRIL 1, 2025		DD	FN	CA	Clerk	CM
ABSENCES:		3/21	3/24	3/24	3/25	3/25
ITEM TYPE   TIME   TOPIC				STAFF		
<b>STUDY SESSION</b>						
<b>SPECIAL BUSINESS</b>						
<b>CONSENT AGENDA</b>						
--	AB xxxx: March 25, 2025 Payroll Certification			Ali Spietz/Nicole Vannatter		

--	AB xxxx: Autism Acceptance Month, Proclamation No. xxx	Mayor Nice/Andrea Larson
--	AB xxxx: Sexual Assault Awareness Month, Proclamation No. xxx	Mayor Nice/Andrea Larson
--	AB xxxx: City Code Update regarding Utility Billing Policies (Second Reading of Ordinance No. 25C-xx)	Matt Mornick/ LaJuan Tuttle
<b>REGULAR BUSINESS</b>		
30	AB xxxx: Briefing on the evaluation of a fee-in-lieu of program related to Town Center development	Jeff Thomas/Alison Van Gorp
120	AB xxxx: Review Community Feedback on Public Safety and Maintenance Building Design	Jessi Bon/Robbie Cunningham Adams
<b>EXECUTIVE SESSION</b>		

<b>APRIL 15, 2025</b>		<b>DD</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>	<b>CM</b>
ABSENCES:		4/4	4/7	4/7	4/8	4/8
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		
<b>STUDY SESSION</b>						
<b>SPECIAL BUSINESS</b>						
<b>CONSENT AGENDA</b>						
--	AB xxxx: Earth Day, Proclamation No. xxx	Mayor Nice/Andrea Larson				
--	AB xxxx: Luther Burbank Park South Shoreline Restoration Project Closeout	Jason Kintner/Clint Morris/Paul West				
--						
<b>REGULAR BUSINESS</b>						
30	AB xxxx: Fiscal Year 2024 Year-End Financial Status Update and Budget Amending Ordinance	Matt Mornick				
30	AB xxxx: City Code Update regarding Utility Billing Policies (First Reading of Ordinance No. 25C-xx)	Matt Mornick/ LaJuan Tuttle				
30	AB xxxx: <b>Public Hearing</b> on Interim Regulations related to Objective Design Review Standards (HB 1293) in Title 19 MICC (First Reading Ordinance No. 25C-xx)	Jeff Thomas/Adam Zack				
<b>EXECUTIVE SESSION</b>						

<b>MAY 6, 2025</b>		<b>DD</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>	<b>CM</b>
ABSENCES:		4/25	4/28	4/28	4/29	4/29
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		
<b>STUDY SESSION</b>						
<b>SPECIAL BUSINESS</b>						



<b>CONSENT AGENDA</b>		
--	AB xxxx: April 10, 2025 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: April 25, 2025 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: Affordable Housing Week, Proclamation No. xxx	Mayor Nice/Alison Van Gorp
--	AB xxxx: Interim Regulations related to Objective Design Review Standards (HB 1293) in Title 19 MICC (Second Reading Ordinance No. 25C-xx)	Jeff Thomas/Adam Zack
<b>REGULAR BUSINESS</b>		
30	AB xxxx: 2025 Annual Board and Commission Appointments (Res. No. xxxx)	Mayor Nice/Andrea Larson
30	AB xxxx: <b>Public Hearing</b> on Interim Residential Parking Regulations Responsive to SB 6015 (First Reading of Ordinance No. 25C-xx)	Jeff Thomas/Alison Van Gorp
30	AB xxxx: Permanent regulations in MICC Title 19 for Temporary Uses and Structures (First Reading of Ordinance No. 25C-xx)	Jeff Thomas/Molly McGuire
90	AB xxxx: Approval of Schematic Design for Public Safety and Maintenance Building	Jessi Bon/Robbie Cunningham Adams
<b>EXECUTIVE SESSION</b>		

<b>MAY 20, 2025</b>		<b>DD</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>	<b>CM</b>
ABSENCES:		5/9	5/12	5/12	5/13	5/13
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		
<b>STUDY SESSION</b>						
<b>SPECIAL BUSINESS</b>						
<b>CONSENT AGENDA</b>						
--	AB xxxx: May 9, 2025 Payroll Certification				Ali Spietz/Nicole Vannatter	
--	AB xxxx: Interim Residential Parking Regulations Responsive to SB 6015 (Second Reading of Ordinance No. 25C-xx)				Jeff Thomas/Alison Van Gorp	
--	AB xxxx: Permanent regulations in MICC Title 19 for Temporary Uses and Structures (Second Reading of Ordinance No. 25C-xx)				Jeff Thomas/Molly McGuire	
<b>REGULAR BUSINESS</b>						
	AB xxxx: 2026-2031 Six-Year Transportation Improvement Program (TIP) Preview and Public Hearing				Jason Kintner/Matt Mornick/Patrick Yamashita/Clint Morris/Ian Powell/Rebecca O'Sullivan	
	AB xxxx: Financial Status Update for the First Quarter 2025 and Budget Amending Ordinance				Ben Schumacher/ Matt Mornick	
30	AB xxxx: New Dwellings in Existing Buildings (HB 1042) in Title 19 MICC (First Reading Ordinance No. 25C-xx)				Jeff Thomas/Adam Zack	

<b>EXECUTIVE SESSION</b>						

<b>JUNE 3, 2025</b>			<b>DD</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>	<b>CM</b>
ABSENCES:			5/23	5/23	5/23	5/27	5/27
<b>ITEM TYPE   TIME   TOPIC</b>						<b>STAFF</b>	
<b>STUDY SESSION</b>							
<b>SPECIAL BUSINESS</b>							
<b>CONSENT AGENDA</b>							
--	AB xxxx: May 23, 2025 Payroll Certification				Ali Spietz/Nicole Vannatter		
--	AB xxxx: PRIDE Month, Proclamation No. xxx				Mayor Nice/Merrill Thomas-Schadt		
--	AB xxxx: New Dwellings in Existing Buildings (HB 1042) in Title 19 MICC (Second Reading Ordinance No. 25C-xx)				Jeff Thomas/Adam Zack		
<b>REGULAR BUSINESS</b>							
<b>EXECUTIVE SESSION</b>							

<b>JUNE 17, 2025</b>			<b>DD</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>	<b>CM</b>
ABSENCES:			6/6	6/9	6/9	6/10	6/10
<b>ITEM TYPE   TIME   TOPIC</b>						<b>STAFF</b>	
<b>STUDY SESSION</b>							
<b>SPECIAL BUSINESS</b>							
<b>CONSENT AGENDA</b>							
--	AB xxxx: June 10, 2025 Payroll Certification				Ali Spietz/Nicole Vannatter		
--	AB xxxx: Juneteenth, Proclamation No. xxx				Mayor Nice/Andrea Larson		

<b>REGULAR BUSINESS</b>		
	AB xxxx: 2026-2031 Six-Year Transportation Improvement Program (TIP) Adoption	Jason Kintner/Matt Mornick/Patrick Yamashita/Clint Morris/Ian Powell/Rebecca O’Sullivan
20	AB xxxx: Financial Management Software Implementation Update	Ben Schumacher/ Matt Mornick
<b>EXECUTIVE SESSION</b>		

<b>JULY 1, 2025</b>		<b>DD</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>	<b>CM</b>
ABSENCES:		6/20	6/23	6/23	6/24	6/24
<b>ITEM TYPE   TIME   TOPIC</b>					<b>STAFF</b>	
<b>STUDY SESSION</b>						
<b>SPECIAL BUSINESS</b>						
<b>CONSENT AGENDA</b>						
--	AB xxxx: June 25, 2025 Payroll Certification				Ali Spietz/Nicole Vannatter	
--	AB xxxx: Parks and Recreation Month, Proclamation No. xxx				Mayor Nice/Ryan Daly	
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						

<b>JULY 15, 2025</b>		<b>DD</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>	<b>CM</b>
ABSENCES:		7/3	7/7	7/7	7/8	7/8
<b>ITEM TYPE   TIME   TOPIC</b>					<b>STAFF</b>	
<b>STUDY SESSION</b>						
<b>SPECIAL BUSINESS</b>						



<b>CONSENT AGENDA</b>	
<b>REGULAR BUSINESS</b>	
<b>EXECUTIVE SESSION</b>	

<b>AUGUST 5, 2025</b>		<b>DD</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>	<b>CM</b>
ABSENCES:		7/25	7/28	7/28	7/29	7/29&8
<b>ITEM TYPE   TIME   TOPIC</b>					<b>STAFF</b>	
<b>STUDY SESSION</b>						
<b>SPECIAL BUSINESS</b>						
<b>CONSENT AGENDA</b>						
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						