



# CITY OF MERCER ISLAND **REVISED**

## CITY COUNCIL REGULAR VIDEO MEETING

Tuesday, January 19, 2021 at 5:00 PM

### COUNCIL MEMBERS:

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

### LOCATION & CONTACT:

Mercer Island City Hall - Council Chambers  
9611 SE 36th Street | Mercer Island, WA 98040  
Phone: 206.275.7793 | [www.mercerisland.gov](http://www.mercerisland.gov)

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

### Virtual Meeting Notice

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

**Registering to Speak:** Individuals wishing to speak live during Appearances will need to register their request with the City Clerk at 206.275.7793 or email the [City Clerk](#) and leave a message before 4 PM on the day of the Council meeting. Please reference "Appearances" on your correspondence. Each speaker will be allowed three (3) minutes to speak. A timer will be visible online to speakers, City Council, and meeting participants. Please be advised that there is a time delay between the Zoom broadcast and the YouTube or Channel 21 broadcast.

**Public Appearances:** Notify the [City Clerk](#) in advance that you wish to speak on camera and staff will be prepared to permit temporary video access when you enter the live Council meeting. Please remember to activate the video option on your phone or computer, ensure your room is well lit, and kindly ensure that your background is appropriate for all audience ages. Screen sharing will not be permitted, but documents may be [Emailed to Council](#).

**Join by Telephone at 5:00 PM:** To listen to the meeting via telephone, please call 253.215.8782 and enter Webinar ID 860 6183 1771 and Password 929596 if prompted.

**Join by Internet at 5:00 PM:** To watch the meeting over the internet via your computer, follow these steps:

- 1) Click [this link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **860 6183 1771**; Enter Password **929596**
- 4) The City Clerk will call on you by name or refer to your email address when it is your turn to speak. Please confirm that your audio works prior to participating.

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

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

### PLEDGE OF ALLEGIANCE

### AGENDA APPROVAL

### STUDY SESSION (90 minutes)

1. AB 5797: Joint City Council and Parks & Recreation Commission Study Session regarding the re-start of the planning process for the Parks, Recreation and Open Space (PROS) Plan

**Recommended Action:** Receive presentation, discuss, and provide input on the PROS Plan scope and process.

### CITY MANAGER REPORT, 6:30 PM

### APPEARANCES

## CONSENT CALENDAR

[2.](#) Approve Accounts Payable Report for the period ending January 8, 2021 in the amount of \$1,457,507.73

[3.](#) Claims Reporting for Electronic Funds Transfers for the months ending:

October 2020 in the amount of \$2,346,818.23

November 2020 in the amount of \$1,900,292.54

December 2020 in the amount of \$4,194,179.51

[4.](#) Certification of Payroll dated January 15, 2021 in the amount of \$770,917.86

[5.](#) Approve minutes of the January 5, 2021 Regular Meeting as amended.

[6.](#) AB 5789: Second Amended and Restated EPSCA ILA

**Recommended Action:** Authorize the City Manager to execute the Second Amended and Restated EPSCA ILA substantially in the form attached as Exhibit 1 to AB 5789.

HYPERLINK "applIS0c3f4f67c86a4d3e853dc79eb3f2dc2f" HYPERLINK

"applIS26a478853b6140d7a2020d53d3ed7d93"7 [AB 5801: Code of Ethics Violation Complaint Disposition](#)

[Hearing Examiner's Recommendation: Dismiss the August 3, 2020 Code of Ethics violation complaint against Planning Commission Member Pirzio-Biroli without penalties.](#)

## REGULAR BUSINESS

[8.](#) AB 5799: Second Reading of Ordinance No. 21C-01 amending the Mercer Island City Code Title 17, Construction Codes to implement the 2018 Amendments to the State Building Code.

**Recommended Action:** Adopt Ordinance No. 21C-01 amending the Mercer Island City Code Title 17, Construction Codes to implement the 2018 Amendments to the State Building Code.

[9.](#) AB 5802: Code of Ethics Amendments Discussion

**Recommended Actions:**

1) Direct the City Manager to prepare an ordinance amending MICC 2.60 to include a revision of MICC 2.60.040 [and \_\_\_\_\_].

2) Direct the City Manager to provide code of ethics training to all Board and Commissioners as soon as possible, but no later than April 2021.

3) Direct the City Manager to send an email notification within seven days to all Board and Commission members regarding the availability of informal opinions from the City Attorney related to hypothetical circumstances per MICC 2.60.060 and to include this as an item on the next meeting agenda of each board or commission.

[10.](#) AB 5798: First Reading of Ordinance No. 21C-02 - Use of Mercer Island Public Property

**Recommended Action:** Set Ordinance No. 21C-02 for second reading and adoption on February 02, 2021.

[11.](#) AB 5800: A discussion related to King County Planning Policies Growth Target Update Process.

**Recommended Action:** Discussion only, no action is requested at this time.

## OTHER BUSINESS

[12.](#) Planning Schedule

13. Councilmember Absences & Reports

## EXECUTIVE SESSION (If needed)

## ADJOURNMENT



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5797**  
**January 19, 2021**  
**Study Session**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5797: Joint City Council and Parks & Recreation Commission Study Session regarding the re-start of the planning process for the Parks, Recreation and Open Space (PROS) Plan	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed:
<b>RECOMMENDED ACTION:</b>	Discuss project scope, timeline, and process for updating the PROS Plan.	<input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Parks and Recreation
<b>STAFF:</b>	Jessi Bon, City Manager
<b>COUNCIL LIAISON:</b>	Jake Jacobson
<b>EXHIBITS:</b>	1. Community Survey Summary Results (March 31, 2020) 2. Presentation by Steve Duh, Conservation Technix
<b>CITY COUNCIL PRIORITY:</b>	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.

<b>AMOUNT OF EXPENDITURE</b>	\$ 98,000
<b>AMOUNT BUDGETED</b>	\$ 98,000
<b>APPROPRIATION REQUIRED</b>	\$ n/a

### SUMMARY

The purpose of this joint meeting is to kick-off the re-start of the planning process for the Parks, Recreation and Open Space (PROS) Plan with the Parks and Recreation Commission and the City Council.

### BACKGROUND

As directed by the City Council in September 2019, the Parks and Recreation Department, in collaboration with the Parks and Recreation Commission, began the process of producing an updated Parks, Recreation and Open Space (PROS) Plan. The [current plan](#) expired at the end of 2019. This is a six-year plan that anticipates the programming and capital projects necessary to meet the community's need for parks, recreation, and open space, as well as trails, arts, and cultural events. Conservation Technix was selected as the consultant to manage the process, including providing a baseline analysis on existing conditions and community needs, conducting a multi-faceted community engagement process, and developing a draft framework for the final PROS Plan.

Work was suspended on the PROS Plan update in April 2020 due to the COVID-19 Pandemic.

## **GRANT ELIBILITY/RECREATION AND CONSERVATION OFFICE**

The PROS Plan must be updated every six years to maintain eligibility for many of the grants administered through the Washington State Department of Recreation and Conservation (RCO).

## **CITYWIDE COMPREHENSIVE PLAN**

The PROS Plan is not currently included as an appendix to the City's Comprehensive Plan. The staff recommendation is to include the PROS Plan and a companion element in the next Comprehensive Plan update. Planning work is scheduled to begin on the Citywide Comprehensive Plan update in 2022, with adoption anticipated in 2024.

## **RECREATION RESTART PLAN**

Running concurrently in 2021 is the planning work related to restarting recreation programs and services and re-opening the Mercer Island Community and Event Center (MICEC). All recreation programs and services were suspended and the MICEC was closed in March 2020 due to the Pandemic. The City's Recreation Transition Team, supported by a consultant, is developing a phased plan to resume services in 2021 as the Pandemic becomes less of an obstacle. Information from this planning effort, including the policy framework for the restart of services, will be integrated into the PROS Plan recommendations.

## **CURRENT WORK**

At the end of 2020, the staff and consulting team resumed the planning process for the PROS Plan, with an initial focus on assessing the work that was already completed, adjusting the project timeline, and modifying the scope of work to reflect the need for virtual engagement strategies. To date, work that has been completed on the PROS Plan includes a review of existing conditions, one presentation to the Parks & Recreation Commission and the Arts Council, and the completion of a community survey (see Exhibit 1).

## **PROS PLAN KICK-OFF DISCUSSION**

The PowerPoint document for the presentation is attached as Exhibit 2 and will serve as a guide for the kick-off discussion with the Parks and Recreation Commission and the City Council.

## **RECOMMENDATION**

Receive presentation, discuss, and provide input on the PROS Plan scope and process.

**To:** Paul West, Capital Projects and Planning Manager  
**From:** Steve Duh, Conservation Technix, Inc.  
**Date:** March 31, 2020  
**Re:** **Mercer Island Parks, Recreation & Open Space Plan**  
Community Survey Summary Results

Conservation Technix is pleased to present the results of a survey of the general population of the City of Mercer Island that assesses residents' recreational needs and priorities.

## KEY FINDINGS

Mercer Island residents strongly value their parks and recreation facilities.

Nearly all respondents (99%) think parks and recreation are important to quality of life on Mercer Island.



Residents are generally very satisfied with existing parks and recreation amenities and facilities.

A large majority of respondents (94%) are somewhat to very satisfied with the value they receive from Mercer Island Parks & Recreation for parks, facilities and open space. The majority visit at least once a week, often to walk or run (81%), walk or exercise their dog (57%), visit beaches or waterfront (56%), and relax (56%).

Residents would like to see improvements made to the parks & recreation system and want to see the City preserve parks and natural areas for their wildlife and ecological values.

Respondents are generally satisfied with the number of park and recreation amenities on Mercer Island; over half of respondents said there are more than enough or about the right number of all amenities surveyed. However, between one-quarter and one-third of respondents feel like there is not enough shoreline access, community events, indoor facilities, arts and culture opportunities, and open space. Many respondents wrote about their support for enhanced boating and water sports opportunities, the restoration of the Summer Celebration, and the creation of a performing arts center on the island.

When it comes to recreational programs and activities, respondents expressed greater interest in, and need for, adult programs and activities than those geared towards youth or teens. In particular, respondents had a higher interest in seeing more performing arts, educational, and boating classes and programs.

Respondents also want the City to protect access to nature, trees, and open space for both people and wildlife.

## SURVEY METHODOLOGY

In close collaboration with City of Mercer Island staff and the Parks & Recreation Commission, Conservation Technix developed the 17-question survey that was estimated to take less than ten minutes to complete.

The survey was mailed to a random sample of 2,500 households within the boundaries of the City of Mercer Island on February 4, 2020. An online version of the survey was posted to the City's website several days later to allow the mail recipients to receive first notice about the survey. Reminder postcards were mailed to the 2,500 households on February 25th. Information about the survey was provided on the City's website home page and on the Let's Talk PROS Plan subpage. It also was promoted via multiple social media postings. The survey was closed on March 10th, and data were compiled and reviewed.

Overall, 525 responses were completed from the random-sample mail survey (21% response rate), and 1,238 responses were generated via the online link published on the City's website. In total, 1,763 survey responses were recorded. Although households were randomly chosen to receive the mail survey, respondents were not necessarily representative of all City residents, see age demographics below.

Age group	Survey Respondents			M.I. Population	
	Mail	Online-only	Combined	Full	Over 20
Under 20	0%	1%	<b>0%</b>	25%	--
20-34	5%	5%	<b>5%</b>	12%	<b>16%</b>
35-44	12%	23%	<b>20%</b>	12%	<b>16%</b>
45-54	19%	33%	<b>28%</b>	17%	<b>23%</b>
55-64	26%	19%	<b>21%</b>	14%	<b>19%</b>
65 and older	39%	20%	<b>26%</b>	20%	<b>27%</b>
Total	100%	100%	<b>100%</b>	100%	<b>100%</b>

This report includes findings of community opinions based principally on mailed survey responses. This report includes findings on general community opinions. Data are summarized for the mail and online surveys to highlight overall community preferences, with clarifying remarks on response differences between the two datasets. The data for the mail and online versions were kept separated.

The survey data were compared against the demographic data (e.g., age, location, number of children in household) to examine if differences existed between the different respondent subgroups. The summary below identifies variations in responses per question, if such variations existed and were significant between subgroups. Percentages in the report may not add up to 100% due to rounding.

FULL RESULTS

How much do residents value parks and recreation?

Virtually all respondents (99%) feel that local parks, recreation options and open space opportunities are important or essential to the quality of life on Mercer Island. More than nine in ten respondents feel that they are essential; while an additional 8% believe that they are important to quality of life, but not essential. Less than 1% of respondents believe parks are “Useful, but not important”.

Respondents of various ages, length of residence, and household composition, as well as those who responded to the online survey, valued parks and recreation opportunities similarly.

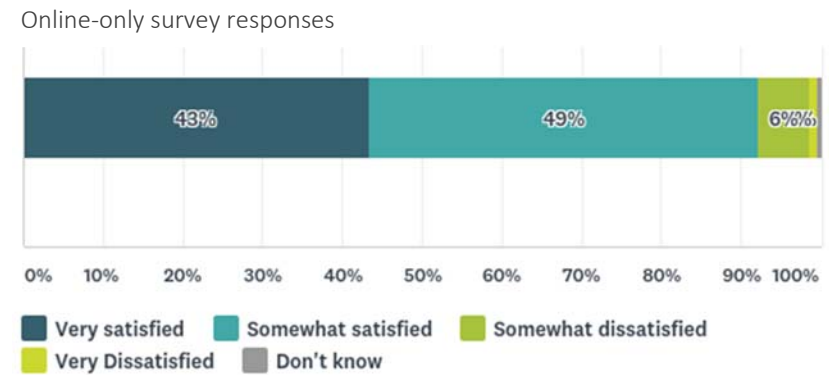
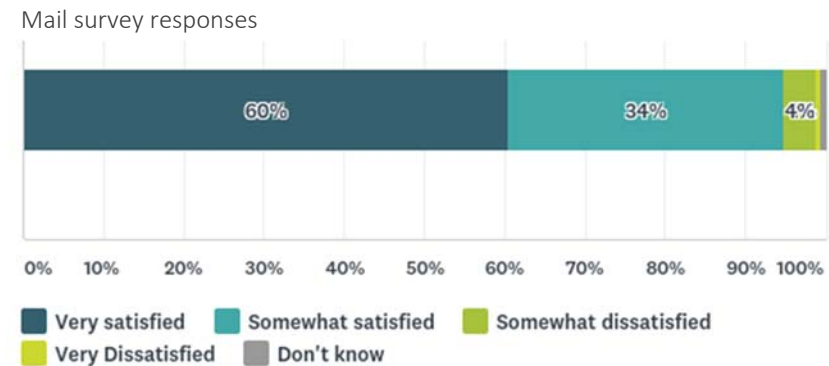
1. When you think about the things that contribute to the quality of life in Mercer Island, would you say that public parks and recreation opportunities are...

Response options		Mail	Online-only	
Essential to the quality of life here	92%	99%	90%	98%
Important, but not really necessary	8%		8%	
More of a luxury that we don't need	<1%		<1%	
Don't know	0%		<1%	

Are residents satisfied with the value they receive from Mercer Island Parks & Recreation?

A large majority of respondents are somewhat to very satisfied with the value they receive from Mercer Island Parks & Recreation for parks, facilities and open space (94% for the mail survey and 92% in the online-only survey). However, one in twenty respondents (5%) is either somewhat or very dissatisfied. There were no significant differences in levels of satisfaction between subgroups.

6. Rate your household’s overall satisfaction with Mercer Island Parks & Recreation facilities, parks or open spaces.



## City of Mercer Island

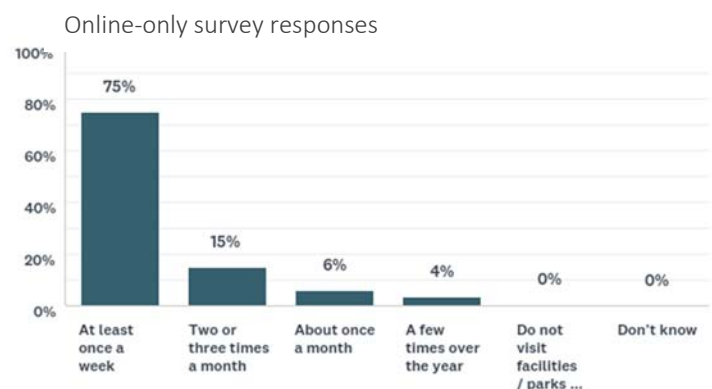
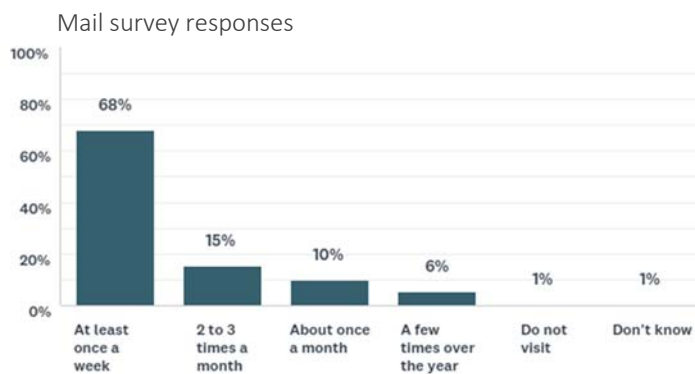
### Parks, Recreation & Open Space Plan

#### How often do residents use Mercer Island parks & recreation facilities?

Respondents were asked how often they, or members of their household, visited a Mercer Island Parks & Recreation park, recreation facility, or open space. Visitation is high, with 68% of mail survey respondents visiting at least once a week and another 25% visiting one to three times per month. Only 6% of respondents visit just a few times per year. Very few (1%) did not visit a park last year.

As compared to other subgroups, adults between 45 and 54 are the most frequent users of Mercer Island's parks. Respondents of households with children also visit significantly more frequently than those without children. Online-only survey respondents tended to visit even more frequently than mail respondents, with 75% visiting at least once a week and 96% visiting at least once per month.

#### 3. How often do you visit or use Mercer Island Parks & Recreation facilities, parks, or open spaces?



#### Why do residents visit parks?

Respondents visit local parks and recreation facilities for a variety of reasons. The most popular activities are walking or running (81%), followed by dog walking/exercise (57%), visiting beaches or waterfront (56%), and relaxation (56%). More than one-third of respondents visited for fitness (43%), to attend a community event or concert (36%), or use a playground (33%). Between 15% and 30% of residents visited Mercer Island parks to view wildlife, gather with family, ride a bike, use a sports court, boat, or view public art. Less than one in ten respondents visit for public meetings, private events, adult sports leagues, or fishing.

Respondents between 35 and 54, and those with children in their household, were more likely than other groups to visit for playgrounds, classes and camps, biking, family gatherings, and youth sports. Respondents over 55 were more likely than younger residents to visit to view art or wildlife. Respondents with children in their home were more likely to visit for youth sports leagues, playgrounds, family gatherings, or classes and camps than those without children.

In general, respondents to the online-only survey visited Mercer Island parks and facilities for similar reasons as respondents to the mail survey. However, 40% of online-only respondents visited to attend a youth sports league event, which is a frequency that is more than twice the percentage of mail respondents.

#### 4. What would you say are the main reasons you visited Mercer Island Parks & Recreation facilities, parks or open spaces in the last year?

Reason	Mail	Online
Walking or running	81%	75%
Dog walking/exercise	57%	54%
Beach/waterfront	56%	49%
Relaxation	56%	46%
Fitness	43%	39%
Community events/concerts	36%	36%
Playgrounds	33%	40%
Wildlife viewing	27%	19%
Family gatherings/picnics	25%	29%
Biking	22%	29%
Outdoor sport courts	17%	24%
Youth sports league	16%	40%
Boating/watersports	15%	17%
Public art viewing	15%	10%
Class or camp	14%	18%
Public meeting	9%	7%
Private event/celebration	9%	10%
Adult sports league	3%	6%
Fishing	3%	4%

### Why don't residents visit more often?

When asked why they do not visit Mercer Island's parks and recreation facilities more often, many residents responded that they do visit (53%).

Approximately one in eight residents responded that they do not visit more often because of lack of parking (13%) and restrooms (11%). Similar numbers use parks or facilities provided by other cities or organizations (11%) or are too busy (9%) suggesting that further improvements would not increase their use of parks.

Between 4% and 9% of respondents selected a reason that could be addressed by the City, including concerns about conflicts between users (8%), lack of information (7%), crowding (5%), distance to parks (4%), maintenance issues (4%), and safety concerns (4%). In addition, multiple respondents wrote responses regarding concerns about off-leash dogs and a desire for additional hours for recreational facilities.

In general, respondents to both the mail and online-only survey expressed similar reasons for not visiting Mercer Island parks and facilities more frequently. Respondents between 35 and 44 and those with children at home were more likely to cite that parks do not have enough restrooms as a reason why they do not visit more often.

5. Please check all the reasons why your household does not use City of Mercer Island park or recreation facilities more often.

Reason	Mail	Online
None / Does not apply to me	53%	48%
Not enough parking	13%	11%
Use parks or facilities provided by another city or organization	11%	9%
Not enough restrooms	11%	11%
Too busy to go to parks and facilities	9%	8%
Concerns about conflicts with other users	8%	9%
I do not know what is offered	7%	6%
Too crowded	5%	6%
Too far from my home	4%	4%
Are not well-maintained	4%	5%
Do not feel safe	4%	3%
Do not have appropriate equipment	<1%	4%
Barriers related to accessibility	<1%	2%
Cost prohibitive	<1%	2%

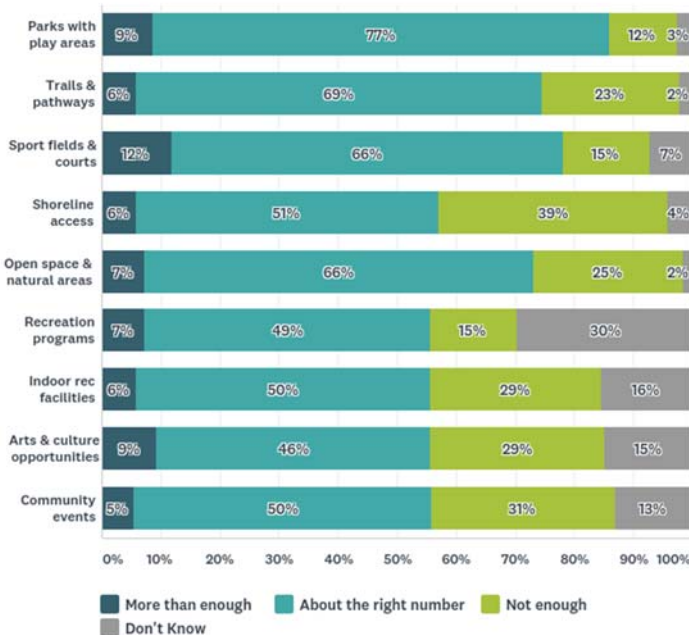
## Do residents think the City of Mercer Island needs more parks and recreation opportunities?

Respondents are generally satisfied with the number of park and recreation amenities on Mercer Island; over half said there are more than enough or about the right number of all amenities listed. Respondents are most satisfied with the number of parks with playgrounds and restrooms (86% think there about the right number of more than enough), sports fields and courts (78%), trails and pathways (75%), and open space and natural areas (73%). However, between one-quarter and one-third of respondents feel like there is not enough shoreline access (39%), community events (31%), indoor facilities (29%), arts and culture opportunities (29%), and open space (25%).

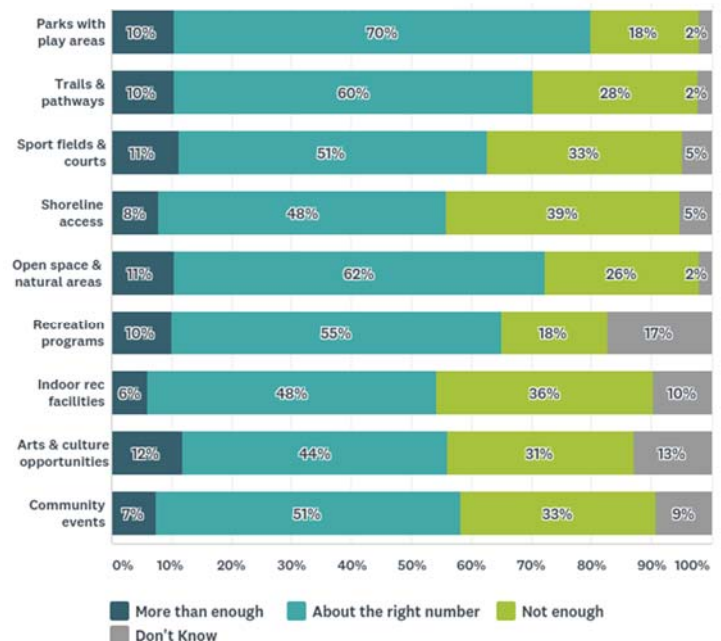
Respondents to the online-only survey were more likely than respondents to the mail survey to feel there are 'not enough' parks and recreation amenities and activities. However, a majority of online-only respondents felt there are enough or more than enough of all amenities listed. Younger respondents were more likely to believe the City of Mercer Island does not have enough parks with play areas, sports fields and courts, and community events. Those with children in their household expressed a greater need for sports fields and courts, recreation programs, indoor recreation facilities, and community events than those without children. In general, respondents who are newer to the island tended to think that Mercer Island needs more park and recreation amenities.

2. When it comes to amenities provided by the City of Mercer Island... would you say there are...

Mail survey responses



Online-only survey responses



## What park and recreation options do residents have a need for? Do they feel their needs are met?

The survey asked a series of questions regarding needs for typical park and recreation facilities. The first pair of questions asked which park and recreation facilities and amenities the respondent's household has a need for, and then, whether that need is well met, somewhat met, or unmet locally. The second set asked similar questions related to recreational programs and activities.

Respondents indicated that the highest unmet park and recreation facility need is for pedestrian trails. Respondents have a more limited need for bike trails, indoor fitness facilities, picnic shelters, and off-leash dog areas, but many feel that these needs are met by existing facilities. On the other end of the scale, respondents generally expressed little additional need for outdoor fitness equipment, boating facilities, paddle sports courts, fields for baseball, softball, soccer, and lacrosse (including lit and synthetic fields), basketball courts, all-inclusive play equipment, and skate parks. However, multiple respondents used open-ended questions to voice their desire for boating facilities, pickleball courts, off-leash dog areas and all-inclusive play equipment.

Younger respondents, especially those under 45, expressed a greater need for all-inclusive play equipment, picnic shelters, basketball courts, indoor recreation facilities, and outdoor fitness equipment than residents over 55 years of age. Respondents over 45 years of age stated a greater need for boating and watersports facilities than younger residents. Respondents with children at home were more likely than those without to have a desire for more sports fields, picnic areas, playgrounds, and boating areas.

Respondents to the online-only survey generally expressed similar levels of interest and need for park amenities and facilities as respondents to the mail survey. A notable exception, however, was with sports fields – between 21% and 42% of online-only survey respondents stated they need more baseball/softball, soccer/lacrosse, lighted, and synthetic fields, approximately twice rate of mail survey respondents.

7. Please indicate how well your household needs are met locally for each of type of **amenity or facility** and indicate if you have a need for more...

Higher need but well met (% who need more / % well met or n/a)	Moderate need and well met (% who need more / % well met or n/a)	Lower need and well met (% who need more / % well met or n/a)
<ul style="list-style-type: none"> <li>Pedestrian trails Mail: 50% / 56%   Online: 55% / 51%</li> </ul>	<ul style="list-style-type: none"> <li>Bike trails Mail: 39% / 59%   Online: 44% / 50%</li> <li>Indoor fitness facilities Mail: 34% / 60%   Online: 34% / 53%</li> <li>Picnic shelters / gathering spaces Mail: 29% / 59%   Online: 33% / 54%</li> <li>Off leash dog areas Mail: 28% / 70%   Online: 28% / 69%</li> </ul>	<ul style="list-style-type: none"> <li>Outdoor fitness equipment Mail: 24% / 68%   Online: 24% / 59%</li> <li>Boating/watersports facilities Mail: 24% / 70%   Online: 27% / 64%</li> <li>Paddle/Racquet sports courts Mail: 23% / 71%   Online: 26% / 63%</li> <li>Synthetic turf fields Mail: 19% / 78%   Online: 38% / 60%</li> <li>Lighted sports fields Mail: 19% / 75%   Online: 42% / 56%</li> <li>Soccer/Lacrosse fields Mail: 18% / 78%   Online: 37% / 60%</li> <li>Basketball courts Mail: 12% / 79%   Online: 21% / 66%</li> <li>All-inclusive equipment Mail: 9% / 87%   Online: 12% / 81%</li> <li>Baseball/Softball fields Mail: 8% / 85%   Online: 21% / 71%</li> <li>Skate park Mail: 5% / 90%   Online: 10% / 84%</li> </ul>

When it comes to recreational programs and activities, respondents expressed greater interest in, and need for, adult programs and activities than those geared towards youth or teens. In particular, respondents had a higher interest in seeing more performing arts, educational, and boating classes and programs.

Respondents under 55 were more likely than older residents to state a need for adult sports leagues, boating programs, and children's activities. Those over 55 years of age were more likely than younger respondents to be interested in and want more adult classes and programs for people over 55. Households with children were more likely than those without to feel like their need for children's activities were well met but expressed a greater interest in having more teen activities, swimming and water safety programs, and youth sports programs and camps.

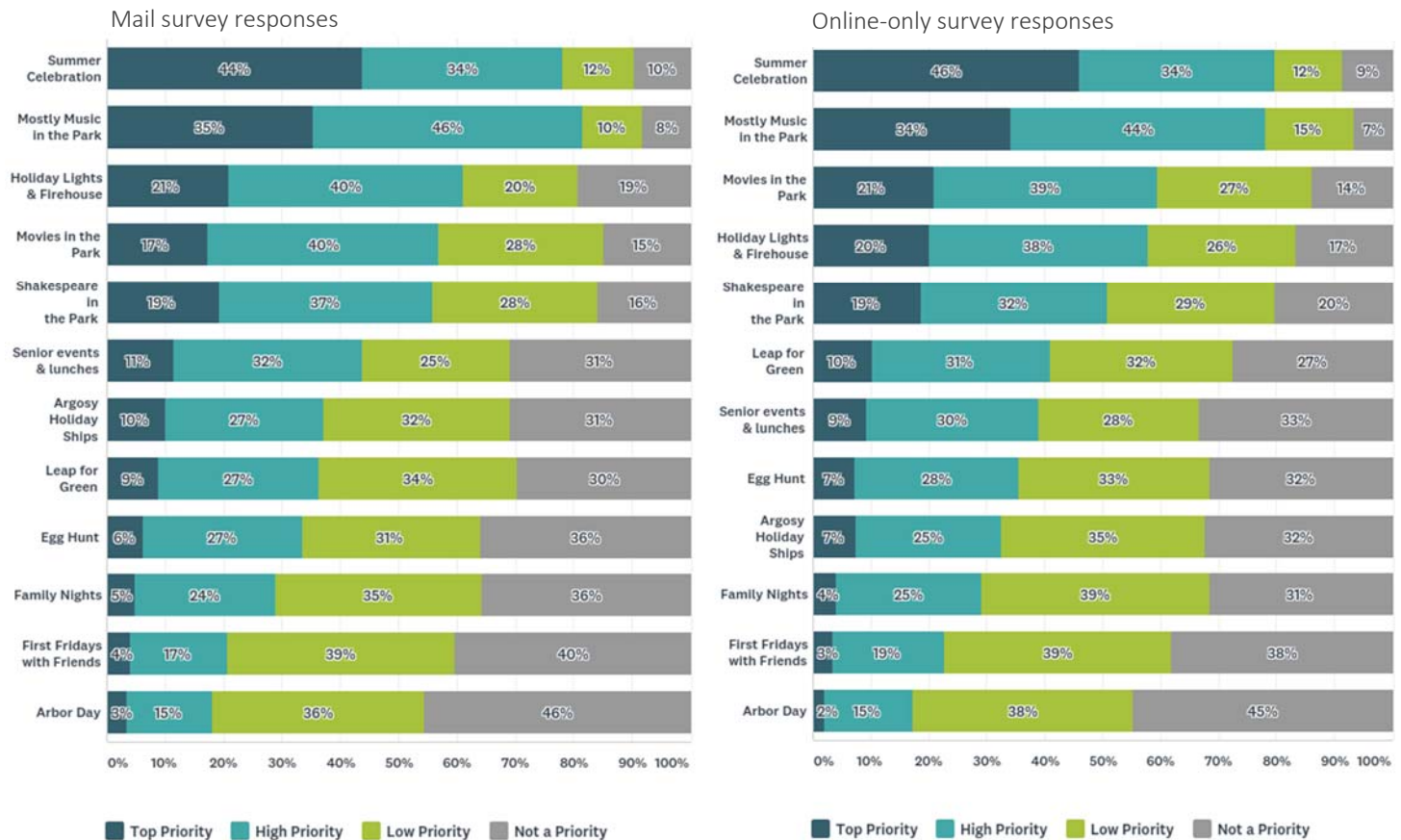
8. Please indicate how will your household needs are met locally for each of the existing **programs and activities** and indicate if you have an interest in each...

Higher interest but well met (% who need more / % well met or n/a)	Moderate interest and well met (% who need more / % well met or n/a)	Lower interest and well met (% who need more / % well met or n/a)
<ul style="list-style-type: none"> <li>Performing arts Mail: 67% / 50%   Online: 61% / 49%</li> <li>Adult classes Mail: 65% / 58%   Online: 62% / 58%</li> <li>Educational classes Mail: 57% / 57%   Online: 56% / 59%</li> <li>Boating programs Mail: 56% / 62%   Online: 55% / 58%</li> </ul>	<ul style="list-style-type: none"> <li>Programs for adults over 55 Mail: 47% / 64%   Online: 35% / 75%</li> <li>Swimming &amp; water safety Mail: 46% / 67%   Online: 45% / 60%</li> <li>Outdoor classes Mail: 44% / 67%   Online: 49% / 63%</li> <li>Youth activities Mail: 37% / 73%   Online: 48% / 61%</li> <li>Youth sports and camps Mail: 35% / 75%   Online: 49% / 63%</li> <li>Children's activities Mail: 33% / 77%   Online: 44% / 65%</li> <li>Adult sports Mail: 30% / 79%   Online: 31% / 73%</li> <li>Teen activities Mail: 26% / 81%   Online: 36% / 73%</li> </ul>	<ul style="list-style-type: none"> <li>Programs for people with special needs Mail: 20% / 86%   Online: 24% / 81%</li> </ul>

### Which special events do residents prioritize?

The City of Mercer Island offers a wide variety of community special events each year. When asked which of these events they felt the City should prioritize, costs aside, respondents strongly supported the Summer Celebration (44% listed as a top and 34% as a high priority) and Mostly Music in the Park (35% and 46%, respectively). Other priority events included Holiday Lights and Firehouse Munch, Movies in the Park, and Shakespeare in the Park. Respondents listed Arbor Day, First Fridays with Friends, Family Nights at the Community Center, and the Egg Hunt as lower priorities. However, the annual Egg Hunt and Movies in the Park were a higher priority for respondents between 35 and 44 and those with children, while Shakespeare in the Park was a higher priority for adults over 55. Respondents to the online-only survey had mostly similar priorities as those who responded to the mail survey.

10. Below is a list of City community special events that have been offered in the past or are currently offered. Although there are costs associated with each event, costs aside, for each event indicate whether you think it is a High Priority, Medium Priority, Low Priority or Not a Priority for your household.

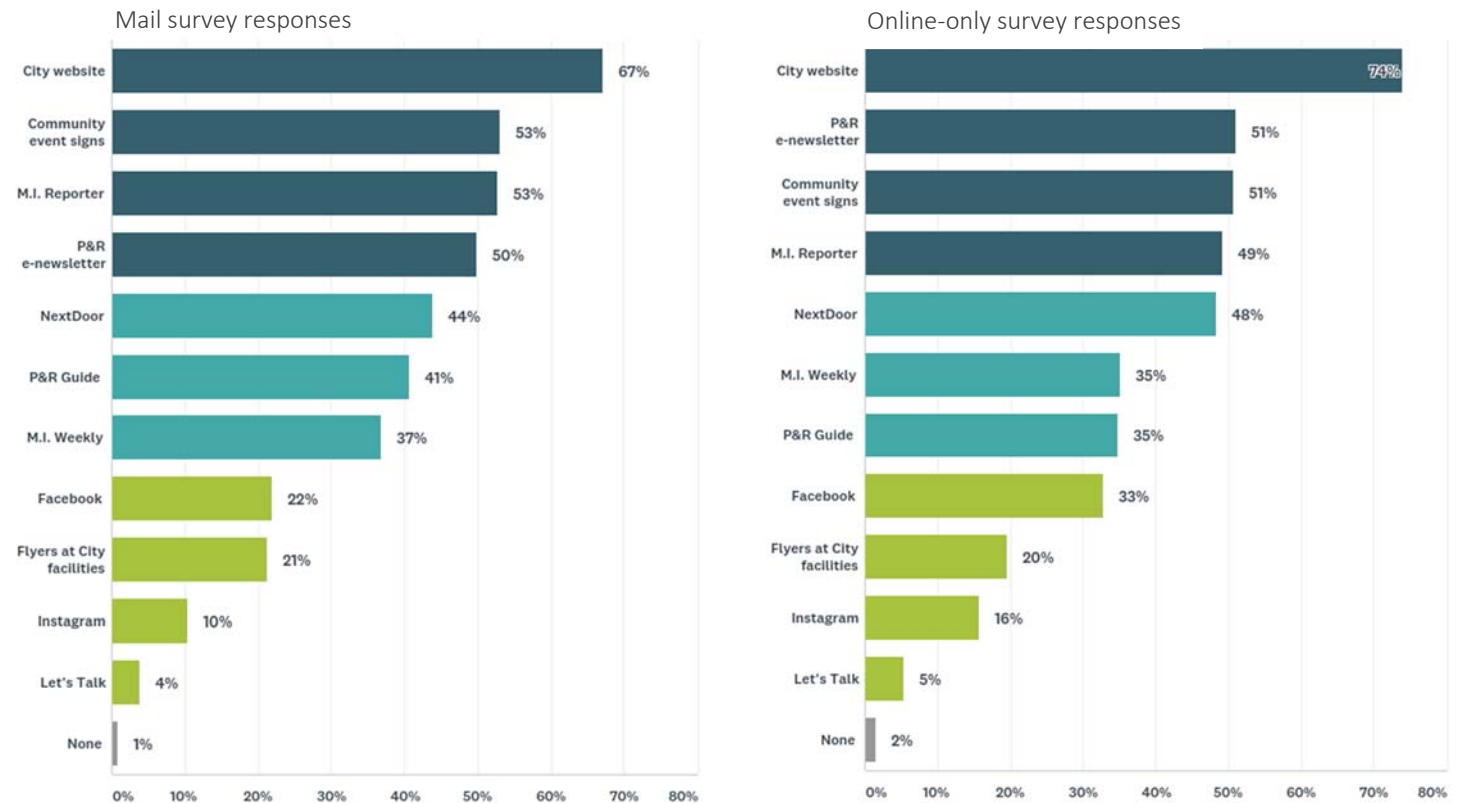


### How do residents want to hear about Mercer Island’s parks, facilities, and events?

The majority of respondents prefer to hear about Mercer Island’s parks, facilities, and events through online channels such as the City’s website (67%) and Parks & Recreation e-newsletter (50%) as well as posted event signs (53%) and the Mercer Island Reporter (53%). These sources were popular with respondents to both the mail and online-only surveys.

Fewer than one in three respondents would like to hear about park and recreation opportunities through Facebook (22%), flyers at City facilities (21%), Instagram (10%), and Let’s Talk (4%). However, social media, including Facebook and Instagram, is a more popular source of information for respondents under 44, who prefer these sources 2-to-1 over older residents, and for families with children. The Mercer Island Reporter and Parks & Recreation Guide are preferred at higher rates by older residents, though all age groups use these printed publications to get information about parks and recreation offerings.

11. Please check ALL the ways you would prefer to learn about Mercer Island’s parks, recreation facilities, programs and special events.



## Other Comments

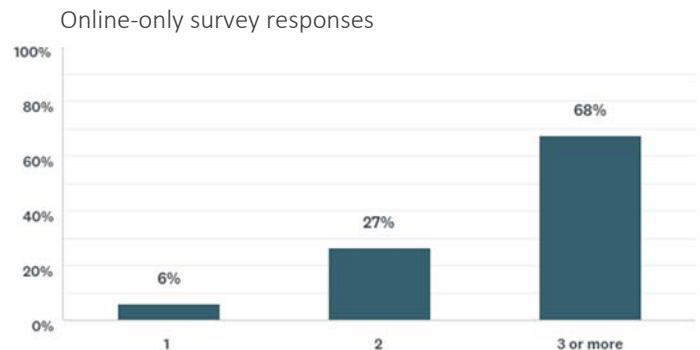
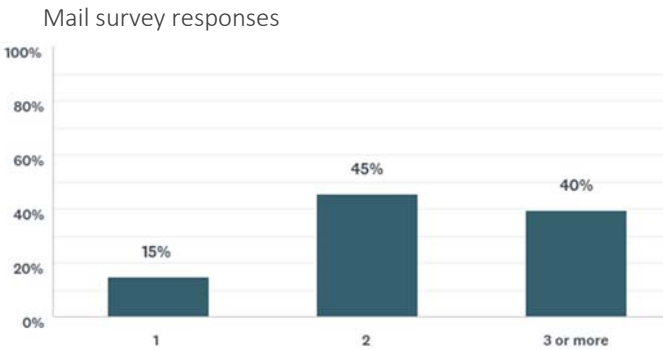
The survey provided respondents with two opportunities to share their ideas and suggestions via open-ended responses. Common themes from these comments include:

- Many respondents want to make sure the City protects access to nature, trees, and open space for both people and wildlife. Some respondents encouraged the City to permanently protect all park spaces. Others specifically encouraged the City to use of bee- and pollinator-friendly planting and landscape practices.
- Many respondents responded that they are eager to see additional off-leash dog parks in the City, either because they would use it themselves or because they hope it would lessen the number and impacts of unauthorized off-leash dogs in Mercer Island parks.
- Respondents expressed interest in, and enthusiasm for, specific park improvements, including the development of pickleball courts, sports fields, picnic shelters, and park restrooms, and additional adult programs and classes.
- Many respondents see the Summer Celebration Festival as an important tradition on the island and felt dismayed at the reductions to the Festival. They encouraged the City to restore the Summer Celebration, including the parade and fireworks.
- Many respondents comment on the need for improved swimming and boating opportunities, including renovations and expanded hours at Mary Wayte pool, additional splash pads, lifeguards at beaches, improvements to docks at Luther Burbank Park, kayak/canoe/SUP rentals, and the creation of sailing and rowing programs.
- Multiple respondents see the development of a performing arts center and venue as an important need on the island, frequently referencing the Mercer Island Center for the Arts (MICA) proposal and the desire to have a venue for Youth Theater Northwest (YTN).

## Demographics

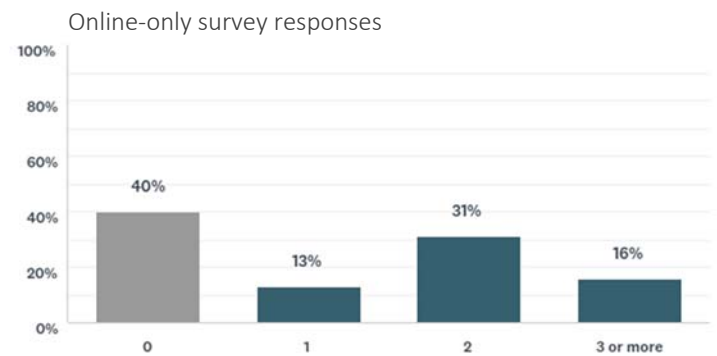
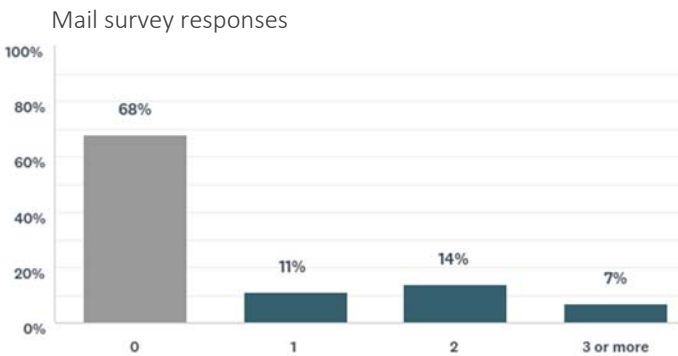
### Number of People in Household

The majority (85%) of respondents to the mail survey live in households with either two (45%) or three (40%) people, while 15% percent live in single person households. Online-only survey respondents were more likely to live in households with three or more residents.



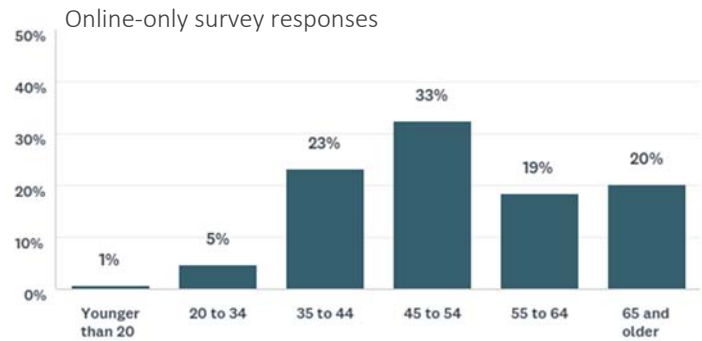
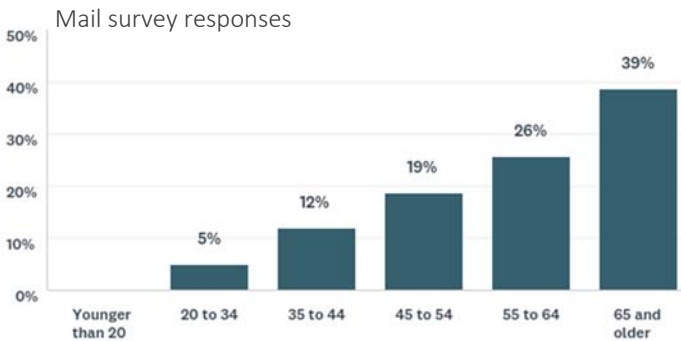
### Number of Children in Household

Nearly seven in ten respondents to the mail survey (68%) have no children in their household. These households tended to include older adults (over age 55). The remaining 32% of households have one (11%), two (14%), or three or more (7%) children in the home. Online-only respondents were more 28% likely to have children at home than mail survey respondents.



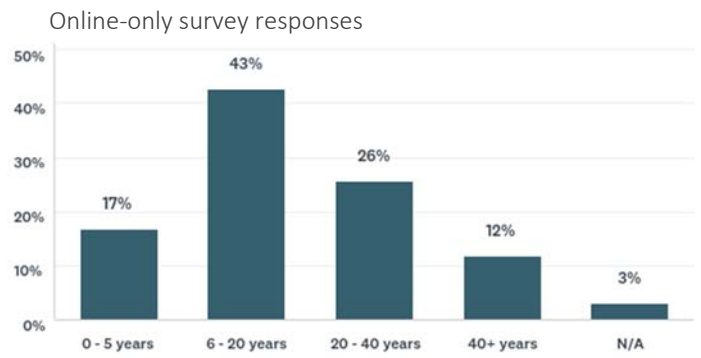
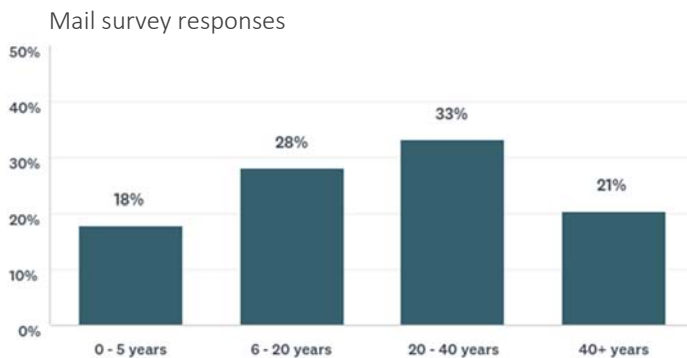
## Age

Nearly 40% of respondents to the mail survey were over 65 years of age. Another 26% were between 55 and 64 years, while 19% were 45 to 64 years. There were few responses from younger residents, 12% of responses were from people 35 to 44 and 5% were from those 20 to 34 years of age. Respondents to the online-only survey were predominately 45-64 years old (33%), followed by 35-44 years (23%), with fewer residents over 55 responding.



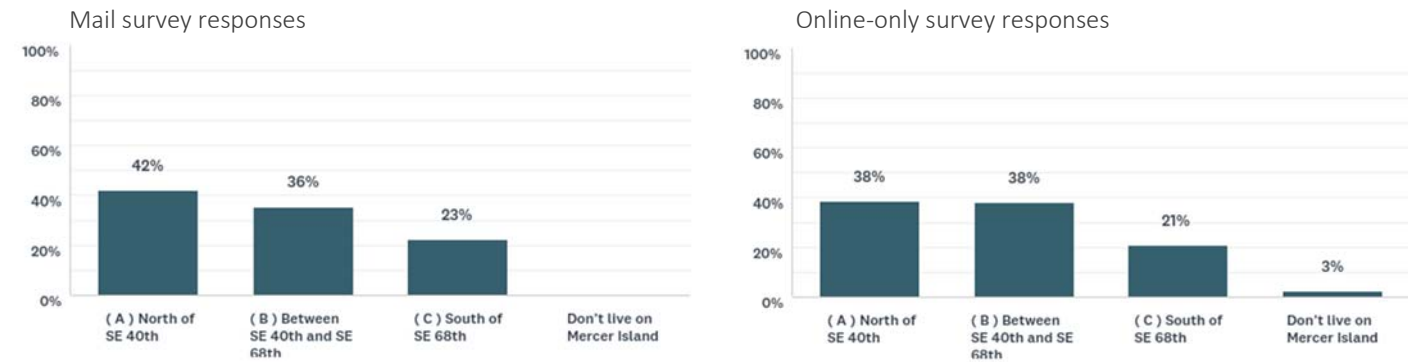
## Length of Residence

Over half of mail survey respondents have lived on Mercer Island for decades, with 21% having lived on the island for more than 40 years and 33% having done so for 20-40 years. Approximately 28% have lived on the island for 6 to 20 years, while 18% are relative newcomers (less than 5 years). Respondents to the online-only survey were more likely to have lived on Mercer Island for between 6 and 20 years.

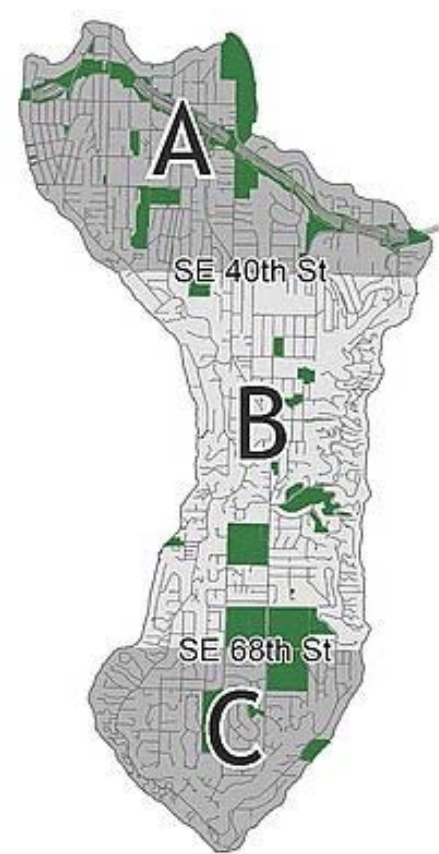


Location of Residence

Approximately 42% of mail survey respondents live on the northern part of the island (north of SE 40<sup>th</sup> Street). Another 36% respondents live between SE 40<sup>th</sup> and SE 68<sup>th</sup> Street. The remainder of respondents live south of SE 68<sup>th</sup> (23%). No respondents live outside of the City of Mercer Island. Respondents to the online-only survey were similarly distributed across the island. However, 3% of online-only respondents do not live on Mercer Island.



Location Map (for reference)



## ATTACHMENT 1. SURVEY INSTRUMENT



# City of Mercer Island

## Community Survey on Parks and Recreation

### Dear Mercer Island Resident:

The City of Mercer Island has begun a community-driven process to update its citywide Parks, Recreation and Open Space Plan (PROS Plan). We need your help to determine how to prioritize projects and where to focus to keep our parks and programs thriving. As an initial step in the process, the City is conducting this short, random-sample survey to assess the community's recreation and facility needs. Additional public engagement will follow, and final review of the Plan is tentatively targeted for the end of 2020. Your opinions are important to the City.

The survey has 17 questions and will only take a few minutes to complete.

If you prefer to take the survey online, use the unique ID number above to access the survey at [miprosplan.com](https://miprosplan.com) or with this QR code:



1. When you think about the things that contribute to the quality of life in Mercer Island, would you say that public parks and recreation opportunities are... (CHECK ONE OPTION)

- |  |  |
|--|--|
| <input type="checkbox"/> Essential to the quality of life here | <input type="checkbox"/> Useful, but not important |
| <input type="checkbox"/> Important, but not really essential   | <input type="checkbox"/> Not Important at all      |

2. When it comes to amenities provided by the City of Mercer Island for meeting your needs for parks, amenities and activities, would you say there are... (CHECK ONLY ONE BOX IN EACH ROW)

	More than Enough	About the Right Amount	Not Enough	Don't Know
Parks with playgrounds, play areas, restrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trails & pathways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sport fields & sport courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shoreline access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Open space & natural areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreation programs (camps & classes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indoor recreation facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arts & culture opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. How often do you visit or use Mercer Island Parks & Recreation facilities, parks, or open spaces?

- |   |  |
|---|--|
| <input type="checkbox"/> At least once a week       | <input type="checkbox"/> A few times over the year                     |
| <input type="checkbox"/> Two or three times a month | <input type="checkbox"/> Do not visit facilities / parks / open spaces |
| <input type="checkbox"/> About once a month         | <input type="checkbox"/> Don't know                                    |

4. What would you say are the main reasons you visited Mercer Island Parks & Recreation facilities, parks, or open spaces in the past year? (CHECK ALL THAT APPLY)

- |  |  |
|--|--|
| <input type="checkbox"/> Adult sports league         | <input type="checkbox"/> Outdoor sport courts                                    |
| <input type="checkbox"/> Beach / waterfront          | <input type="checkbox"/> Playgrounds   |
| <input type="checkbox"/> Biking                      | <input type="checkbox"/> Private event / celebration                             |
| <input type="checkbox"/> Boating / watersports       | <input type="checkbox"/> Public art viewing                                      |
| <input type="checkbox"/> Class or camp               | <input type="checkbox"/> Relaxation  |
| <input type="checkbox"/> Community events / concerts | <input type="checkbox"/> Public meeting  |
| <input type="checkbox"/> Dog walking / exercise      | <input type="checkbox"/> Walking or running                                      |
| <input type="checkbox"/> Family gatherings / picnics | <input type="checkbox"/> Wildlife viewing  |
| <input type="checkbox"/> Fishing                     | <input type="checkbox"/> Youth sports league                                     |
| <input type="checkbox"/> Fitness                     | <input type="checkbox"/> N/A - I didn't go to Mercer Island parks or open spaces |
|  | <input type="checkbox"/> Other: _____  |

Take this survey [online](#) or use the QR code, and enter the unique ID number on the front:

[miprosplan.com](https://miprosplan.com)

Or send it back in the self-addressed envelope provided. **Thank you in advance for participating!**



**5. Please CHECK ALL the reasons why your household does not use City of Mercer Island parks or facilities more often.**

- |   |   |
|---|---|
| <input type="checkbox"/> Are not well maintained                          | <input type="checkbox"/> Not enough restrooms   |
| <input type="checkbox"/> Barriers related to physical accessibility       | <input type="checkbox"/> Too busy to go to facilities, parks or open spaces                   |
| <input type="checkbox"/> Concerns about conflicts with other users        | <input type="checkbox"/> Too crowded  |
| <input type="checkbox"/> Cost prohibitive                                 | <input type="checkbox"/> Too far from my home   |
| <input type="checkbox"/> Do not have the appropriate equipment            | <input type="checkbox"/> Use amenities provided by another city, organization or private club |
| <input type="checkbox"/> Do not feel safe in facility, park or open space | <input type="checkbox"/> None / Does not apply to me  |
| <input type="checkbox"/> I do not know what is offered                    | <input type="checkbox"/> Other: _____   |
| <input type="checkbox"/> Not enough parking                               |   |

**6. Rate your household's overall satisfaction with Mercer Island Parks & Recreation facilities, parks or open spaces.**

- |   |  |
|---|--|
| <input type="checkbox"/> Very Satisfied     | <input type="checkbox"/> Somewhat Dissatisfied |
| <input type="checkbox"/> Somewhat Satisfied | <input type="checkbox"/> Very Dissatisfied     |
|   | <input type="checkbox"/> Don't Know            |

**7. For each of the following existing park and recreation amenities, indicate how well your household needs are met locally AND if you have a need for more of each amenity.**

Type of Amenity	How well met are your needs for each?				Do you have need for more?	
	Very Well Met	Somewhat Met	Not At All Met	N / A	Yes	No
All-inclusive playground equipment (ADA)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Picnic shelters / small gathering spaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Boating / watersports facilities (docks, boat launch, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Basketball courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Paddle / racquet sport courts (tennis, pickleball)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Indoor fitness & exercise facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Outdoor fitness equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Bike trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Pedestrian trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Off-leash dog areas (enclosed dog parks)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Skate park	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Sport fields for baseball, softball	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Sport fields for soccer, football, lacrosse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Lighted sport fields	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Synthetic turf fields	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>

8. For each of the following existing programs and activities, indicate how well your household needs are met locally AND if you have an interest in each program or activity.

Type of Program / Activity	How well met are your needs for each?				Do you have interest?	
	Very Well Met	Somewhat Met	Not At All Met	N / A	Yes	No
Adult classes, such as arts, crafts, music, fitness or wellness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Adult sports leagues, such as soccer or softball	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Boating programs, such as sailing, kayaking, paddleboarding or rowing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Children's activities, such as after-school programs or summer day camps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Educational classes, such as technology, natural history, safety or health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Outdoor classes, such as fishing, environmental or orienteering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Performing arts, such as community theater or concerts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Programs for adults 55 and over, such as drop-in activities, trips or health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Programs for youth, teens and young adults with special needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Swimming & water safety, such as classes or for fitness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Teen activities, such as drop-in, trips or camps during school breaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Youth activities, such as fitness, music, arts or crafts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
Youth sports programs and camps during school breaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>

9. Please share additional needs for amenities, programs or activities you may have on Mercer Island.

10. Below is a list of City community special events that have been offered in the past or are currently offered. Although there are costs associated with each event, costs aside, for each event indicate whether you think it is a High Priority, Medium Priority, Low Priority or Not a Priority for your household.

	Top Priority	High Priority	Low Priority	Not a Priority
Arbor Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Argosy Holiday Ships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Egg Hunt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Nights at the Community Center (Around the World, Hoedown, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
First Fridays with Friends	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Holiday Lights & Firehouse Munch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leap for Green Sustainability Fair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mostly Music in the Park concerts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Movies in the Park	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senior events & lunches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shakespeare in the Park	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Summer Celebration Festival	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11. Please check ALL the ways you would prefer to learn about Mercer Island's parks, recreation facilities, programs and special events.

- |  |   |
|--|---|
| <input type="checkbox"/> City website              | <input type="checkbox"/> Mercer Island Reporter               |
| <input type="checkbox"/> Community event signs     | <input type="checkbox"/> Mercer Island Weekly (City e-news)   |
| <input type="checkbox"/> Facebook                  | <input type="checkbox"/> NextDoor                             |
| <input type="checkbox"/> Flyers at City facilities | <input type="checkbox"/> Parks & Recreation e-newsletter      |
| <input type="checkbox"/> Instagram                 | <input type="checkbox"/> Parks & Recreation Guide publication |
| <input type="checkbox"/> Let's Talk                | <input type="checkbox"/> None                                 |

12. This survey may not have addressed all of the topics important to you. Please share any other issues, policy-related items, concerns, or other information the City should consider for future planning.

---

---

---

The following questions help us understand whether we have a cross-section of the community responding to this survey. It's important that you provide a response to each question. Please remember your answers are confidential.

13. How many people live in your household?

- |                            |                                    |
|----------------------------|------------------------------------|
| <input type="checkbox"/> 0 | <input type="checkbox"/> 2         |
| <input type="checkbox"/> 1 | <input type="checkbox"/> 3 or more |

14. How many children under age 18 live in your household?

- |                            |                                    |
|----------------------------|------------------------------------|
| <input type="checkbox"/> 0 | <input type="checkbox"/> 2         |
| <input type="checkbox"/> 1 | <input type="checkbox"/> 3 or more |

15. What is your age?

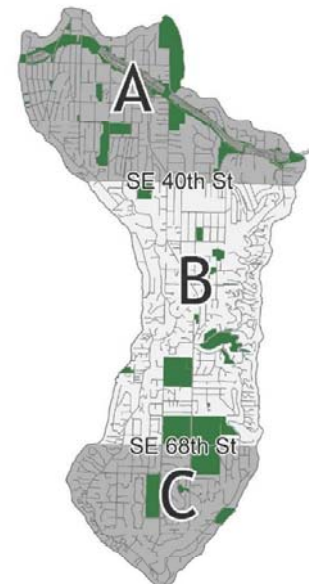
- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Younger than 20 | <input type="checkbox"/> 45 to 54     |
| <input type="checkbox"/> 20 to 34        | <input type="checkbox"/> 55 to 64     |
| <input type="checkbox"/> 35 to 44        | <input type="checkbox"/> 65 and older |

16. If you are a Mercer Island resident, how long have you lived on the Island?

- |                                       |  |                              |
|---------------------------------------|--|------------------------------|
| <input type="checkbox"/> 0 - 5 years  | <input type="checkbox"/> 20 - 40 years | <input type="checkbox"/> N/A |
| <input type="checkbox"/> 6 - 20 years | <input type="checkbox"/> 40+ years     |                              |

17. Using the map, in which section of Mercer Island do you live?

- |  |  |
|--|--|
| <input type="checkbox"/> ( A ) North of SE 40th            | <input type="checkbox"/> ( C ) South of SE 68th      |
| <input type="checkbox"/> ( B ) Between SE 40th and SE 68th | <input type="checkbox"/> Don't live on Mercer Island |



**Thank you for taking the time to complete this survey!**

Your input will help guide the development of the Mercer Island Parks, Recreation & Open Space Plan.

**Save a stamp! Take this survey online with the unique ID number on the front: [miprosplan.com](https://miprosplan.com)**

Learn more about why Mercer Island needs a PROS Plan and stay informed about the process at <https://letstalk.mercergov.org/miprosplan>



The City of Mercer Island is using the services of a consultant team who specializes in park and recreation planning.

**Please return your completed survey in the enclosed Return-Reply Envelope addressed to:**

Conservation Technix Inc.  
PO Box 12736  
Portland, OR 97212

## ATTACHMENT 2. OPEN-ENDED RESPONSES (MAIL)

Please share additional needs for amenities, programs or activities you may have on Mercer Island.

- More dog off leash areas.
- Keep open space open. Protect parks from development. Pesticide free, please. Manage off leash dogs please.
- more adult art classes
- birding
- more lap swim hours at Mary Wayte Pool
- Need active indoor art space - painting, sculpture, pottery. Messy art spaces needed!
- a splash pad for young kids would be wonderful!
- Splash pad for the summer
- Please do not destroy our parks do not change Lid and other parks.
- beginning art, painting classes for our 55
- Lifeguards all summer long at the major beaches.
- More toddler activities
- more ongoing classes for kids under 5
- Space and equipment for making pottery - wheels, clay, kiln
- would love to have racquetball courts
- piano music lessons
- All the programs we are interested in are provided by our retirement home
- Small boat sailing club would be great
- We need a home for performing art and visual arts.
- I believe MI residents have many other activities than Mercer Island. Vacations, vacation homes, travel experiences, hobbies, families etc. church activities, charities, boating, skiing, travel.
- Bring back summer celebration!
- Nature walks; environmental education
- Need more walking trails; performing arts space needs to be a priority!
- Would like the community center open Sunday.
- The pickleball players would love to see the Luther Burbank tennis courts converted to pickleball!
- There is a lot of deferred maintenance of MI parks that needs money to fix.
- More turn and more lighted fields.
- Pioneer Park needs ivy abatement and downfall clearing.
- all inclusive pickleball courts (open to all skill levels)
- Please bring back summer celebration
- I prefer the parks in their natural state
- Would love kayak or SUP rentals.
- More covered areas for picnics and/or recreation outside.
- none needed, mercer island has plenty

- would love an after-school Mandarin language class at Northwood Elementary
- Please update the restroom at all facilities - bigger, cleaner, with baby changing tables in the M + W
- library used to have more programs
- Nice if we had SUPs, kayaks, etc. for rent at Luther Burbank Park. Would LOVE a rowing a rowing team too!
- Performing arts facility
- Pedestrian only paths please, with barriers between peds and cars/bikes
- Small water access park on southwest part of island like the landing parks on NW part of island
- Public boat dock for access to MI business district.
- We need more gathering spots for gamers near stops - preferable with benches and rain shelters
- would love to get more Pickleball courts on MI. Great family sport as well as those for both young and old
- M. Island always overlooks the manyimmers at Mary Wayte pool
- need MICA!
- Early morning M-F working adult fitness programs
- lifeguards
- Tennis lessons and clinics for youth and adults on public courts
- Woodworking
- It would be nice to have more activities that bring people together
- Need more dog parks, put fence around S. Mercer park
- more bike and pedestrian friendly trails needed.
- More attention to invasive ivy in Gallagher open space and trees!
- 1. No performing arts center, larger than off-broadway theater needed. More outdoor summer concerts. 2. Want July 4th Fireworks. It is a Summer Celebration tradition. Bring it back.
- Not aware of any of these - they might exist.
- Special needs - all ages programs. Drop-in art, drama, exercise - free or low cost for all, including ADA. Concerts free/low cost. Pool improvements for all abilities. Trail signs.
- ultimate frisbee for adults
- open spaces are most important. please do not limit!
- more interesting trails and paths and open space
- Love the Community Center. It's a terrific resource. Have gone to classes, presentations, Solemates. Thank you!!
- I would really enjoy/ utilize an arts center!! Could have many art classes, performances-could really add to feeling of community
- I would love more trail connectivity. We have some great trail systems and large parks. Finding a way to better connect these facilities would be great. I have used the BMX bike park but feel a more general area for mountain biking would be more useful for us.
- lack of access to information on existing programs.
- Teach drivers on MI how NOT to run pedestrians down in Right curves on East Mercer Way. ~ 70 -80% of all drivers do cut those curves and creates very dangerous situations for pedestrians. Note, I've complained to some of the Police officers on Patrol when I meet them, but they have informed me that is NOT part of their job. It is the JOB of Mercer Island City.
- Programming for adults with special needs - drama, more dance, nights out
- Need more soccer fields

- Some covered or indoor playground options for children - rain is a bummer!
- Less lights at Holiday at Mercerdale Park. We need replacement fir trees along Sculpture Park E.
- Speakers at a place easy to access
- sailing lessons
- rec center needs to be open an hour earlier and an hour later, bring back sundays (open)
- More camp variety for teens- we go off island
- Focus on updating/upgrading restrooms. Island Park tennis courts poorly maintained.
- as to 7, 8, and 9: I'm good as is.
- - we need a true gallery to show paintings, etc. - we need a theater to show plays, musicals, conduct lectures, and YTN
- Mary Wayte Pool needs major upgrades/investment
- wish there were activities/gym mid-island or north mid-island
- More off leash opportunities for dogs
- canoes, kayaks, boats for rent
- frisbee golf!
- High quality indoor gym with weights, kettle balls, etc.
- Despite the controversy, I like the idea of a performing arts center on Mercer Island.
- None come to mind
- Bring Sandpoint Sailing to Mercer Island like we had before.
- more evening/weekend fitness classes
- Mercer Island needs a performing arts venue.
- more picnic tables and BBQs at Arthur Burbank Beach
- Evening and weekend adult classes (cooking, baking, arts, crafts). Lower fees for indoor swimming and classes.
- A home for YTNW
- 1. Maintain toilets. 2. Maintain trails for exercise.
- We need many more hours of open gym for preschoolers! It rains here! Please invest in some giant inflatabales for kids under 10 years old. Glad to pay admission price.
- More concerts in the park, more community events (July 4th, Easter egg hunt, etc). More events at MI rec center for kids on the weekends or during school closures. Swimming class for tots (mommy & me). Amenities: more dog areas, more shade near kids playgrounds, more swings at playgrounds.
- I walk NW Pioneer Park daily and virtually every day I encounter a dog running well ahead of its owner. Being disabled, I worry about being knocked down. Please address as I believe this is an ADA trail and that appears to be impossible with off leash dogs.
- Shoreline access..arts in the community. More notification of events
- Please expand the small dog park at Luther Burbank. It's an afterthought to the larger dog park-the turf is uneven/dangerous for people and pets, there are giant holes, and there is no shelter or shade during the summer (or water access!). Convert the grass to sand, like the larger dog area, expand it down the hill (thus offering shade), or build a shelter of some sort. The large dog park has so many amenities, and the small dog park has none.
- Better transportation to the bus/lightail. The current situation is just too infrequent to make me ditch the commuting car. Also, the beaches in the summer are way too crowded and with no policing, the situation can get weird and unsafe. No lifeguards is a huge problem. Finally, the traffic situation... the traffic around the high school is worse every year. We need a regular traffic light at 47th/Island Crest, or close to it. The fact those pedestrians were hit in front of the church is no

surprise to those of us that have to navigate that intersection every day. The streets are too busy for old-fashioned courtesy, so I think we should be realistic and make some choices for safety.

- I have a need for big trees and no street lights. A rural oasis between two big cities.
- Concerned about impact of bus intercept and possibly MICA on downtown bicycle access. Also concerned about the dangers around E Mercer Way and on ramp to interstate when on bicycle and motorcycle. That's a really dangerous area. I have had numerous situations where I've almost been hit there. And I have seen pedestrians have some near misses with cars on a number of occasions as well.
- Please offer more classes for senior citizens, including more options for transportation to the location. My 84 year old mother is active but no longer able to drive. It would be great if she could take an art class and have transportation options provided. Also, please add ultimate frisbee to the list of sports fields needed. My husband and I are parent volunteers and started a youth ultimate program on Mercer Island. We would be grateful to have some access to turf or other premium field space during popular times.
- Please bring back life guards and the summer celebration. Music in the parks is very appreciated. I'd like to see more shoreline access with parking. I'd be interested in more tai chi and yoga classes.
- Desperate need for more amenities in our parks that target 10-15 year olds and compels this demographic to get outside. Ask kids what they want! Pump tracks are an excellent option, which can be used by scooters, bikes, skateboarders. Draws multi generation(yes adults love these too) and all ages (3 years old up to adults). Great for community as parents and kids love to do it together. Check out Redmond, OR, Leavenworth, and Hood River as inspirations. Always crowded! Kids will play for hours on them. Would love to see more mt. bike trails in general for kids to get out and use. Would love to see south mercer play fields evolve to include more synthetic turf so that programs can be utilized full time all year long even with the rain - Chinook Middle in Bellevue is a beautiful example. Overall, I'd like to see work done to improve park utilization, add amenities that compel youth to get outside and cultivate community - some parks, i.e. Clark Beach, are run down and falling apart, which further drives down park utilization. Who wants to visit a park that is falling apart?
- Boat rentals
- More fenced dog parks, esp south end. Changes to Clarke beach so there is paddle launch area. Keep restrooms open year round at Clarke and Groveland
- Bring back summer celebration and the car show
- More playgrounds - need a better one on south end near Lakeridge. New playground does not have enough equipment.
- The island has no outdoor pickleball courts, yet many unused tennis courts. Please, please, please convert some of these tennis courts to pickleball courts. Also, increase days and hours of indoor pickleball.
- Missing link bike route to the south end
- More adult sports leagues (especially for women) would be welcome
- More dog friendly events, parks, etc
- More permanent restrooms at parks. Improved ADA accessibility at all public parks.
- Would love more programs for my kids between 0-3 years old. Love the indoor playground at MICC but it's the only thing we have besides the library. Could really use some more activities for the little bitty babies to get them out of the house for an adventure.
- We need another pool on the south end or the Mary Wayte Pool needs to be renovated and expanded. It's too old and there are not enough lanes/hours for lap swim.
- The open space on MI is it's single best feature.
- I think it would be neat to have a rowing program. We're surrounded by water after all... The boat launch needs to be maintained, as there is an excessive buildup of rocks/sand/etc. at the waterline. This makes launching difficult and entering a vehicle messy.
- More parks without off leash dogs please!!!
- We stayed on Mercer Island in fair part because of YTN and the promise of MICA. The ongoing obstruction of progress on

MICA is deeply disrespectful of our children's needs and interests. We should be far less concerned with how grouchy septuagenarians want to live out their years than with how we're educating the next generation.

- Make island crest baseball fields light control open to everyone.
- More music concerts, more expansive and longer lasting farmers market
- I would like more sheltered picnic areas. The picnic areas in Luther Burbank aren't sheltered, and the one in Aubry Davis Park is right next to a playground which feels intrusive.
- Recommend more dog parks that include dog training/obstacle courses for the dogs.

12. This survey may not have addressed all of the topics important to you. Please share any other issues, policy-related items, concerns, or other information the City should consider for future planning.

- Be fiscally conservative - Don't spend more than you have. All will survive just fine.
- Keep as much green space as possible. It's what makes our island special.
- Pesticide free land management, become a bee haven! Please make clear where dogs can be off leash - residents are not responsible with this - ticket if necessary. Please do not develop existing parks - green space is diminishing, make MI a haven for its residents.
- Protect parks permanently and preserve open spaces. Please do not increase impervious surfaces. Save the Sculpture Park. Less use of pesticides.
- Chairs in MICEC need more padding to sit on. I've noticed this discomfort at meetings there. I have to bring cushioning.
- Please move toward a toxin-free environment in order to be bee friendly and bring friendly no poisons released on our environment intentionally. Please sign all areas of the island that are not off-leash. Off leash dogs are a growing problem and have forced our leash dog walks onto IC Way or W Mercer - not safe for us but safer than an approach by a "friendly" dog. I appreciate the job the City and workers do in our parks. We must protect them for future generations with a trust or other mechanism so that they cannot be developed with buildings or sold/traded off.
- Night time walking (lit areas like a track would be nice. Maybe access to High School or Middle School or light LID trails!
- Public art integration into parks is important
- Promote more "wooded areas". I think the beautification of Mercer Island needs to be preserved. Encourage trusts where residents can gift their property to the City for open space. The downtown needs to have character. Island Crest Way on the North end could be more beautiful w/ trees not wildflowers that turn into weeds. Maybe create a large loop around the city center where young and old walk safely on a ~2 mile route.
- I like the senior golf program
- Inconsiderate dog owners - attacking dogs that are off-leash or badly behaved dogs that approach you and can knock you down
- I think good maintenance of what we already have should be prioritized first before additional projects are initiated.
- For a community surrounded by water, our public dock/ boat launching area are inadequate/poor. Tie up space at LBP is inadequate.
- As a family with toddler age kids, more fenced in playgrounds would be a huge help
- I have a young child and having more fenced in play areas would be essential.
- Please do not put any more pavement or hard surfaces in our parks. Bikes should be directed to roadways and out of the parks as they tend to speed, endangering themselves and park users.
- Need to keep costs/taxes reasonable - pay to play is good. If you charge users a bit, everyone can have more, e.g. parking pass \$50/year or \$5 per use, soccer field \$25 per use, etc.
- All of our park space is precious. Please keep our parks a priority.
- Need to keep all of our retail stores and parking access easily available to these retail stores.

- I think it would be smart to build “up” on our park and ride, 2 more stories would be nice. Bring back 4 lanes on Island Crest Way. Newer stop lights at 47th and 42nd should be at corner and for traffic too.
- Hours of the community center are limited and I can't enjoy it as much as I'd like.
- Do not permit “arts center” to encroach on park land- be mindful of the need for parking. (Farmers market, bathroom facilities) Try to keep Summer Celebration’s other “all” community events. Thank you!
- Would like the city to provide more community events such as music and theatre in the parks.
- Plenty of things to do on Mercer Island. I think Mercer Island made big mistake cancelling Summer Celebration. It was retaliation for last year.
- My husband and I walk The Lid every day. All dogs should be leashed there. We've seen aggressive dogs knock over elderly people and children, menace other dogs. There is also too much wear and tear on the Lid fields as well as other island fields by dogs. MI has an off leash dog park. We totally support all MI levies but resent paying for field upkeep when they are used for off-leash areas. Our grandchildren play lacrosse on the Lid and have also stepped in dog poo due to the number of dogs.
- Terminate allowing off leash dogs in NW quadrant of Pioneer Park. Off leash dogs are hurting/harassing wildlife, ruining their habitat, damaging vegetation, digging holes, leaving dog doo, running into people. hey scare and bother other trail users too. And bark (noise nuisance).
- Very disappointed the Summer Celebration parade was cancelled in 2019 due to funding. It is one of the best ways in which we all gather as a community. Truly makes it feel like a 'small town'. Bring it back and let the community know we can help fund it.
- The bridge over I90 that is a natural park east of Island Way - Is there a better use of that bridge? All the deer have migrated south.
- Please try to bring Summer Celebration back
- Park walking tours for education on ecosystems
- I am not retired so many weekday activities not an option. Visiting families use play spaces, etc.
- preserve open areas
- Make sure no development / buildings such as MICA to go in any park. Too late for the sculpture park! Continue to develop the garden area in Mercerdale. No wider bike trails on the LID.
- Please don't fill the green spaces up with structures! Just because there's budget \$ available, don't ruin the parks just to spend it all!
- lifeguards at beaches in summer
- Island Crest Park and Pioneer Park have too many off-leash dogs that are not truly under voice control
- Definitely do not reduce current facilities
- Should have included small pockets of open spaces in the downtown area prior to development, now it's too late. It's not a pleasant place to visit, no redeeming qualities or charm.
- Would love trails where dog can walk without leash. With signs allowing within a certain perimeter.
- Park maintenance is wonderful! Pickleball courts would be great.
- Everything we do is provided by the retirement program.
- Highest priority is gateway to our city with Link light rail. Development of a gateway plaza, enhance Greta Hacket Sculpture Garden and develop a community performing arts center
- Walking around can be dangerous under low light conditions.
- We would so enjoy ample kayak, canoe boat rentals and sports equipment here on the island.
- Summer celebration last year was missed and Parks employees have too much control as well as being over-paid and arrogant.

- Just remember MI property owners have multiple interests as I stated before- we are not wanting to satisfy all seattle-ites— let them build their own parks Etc. We travel have vacations and homes in other places taxes are high enough Many have limited income- wish to live here until death. Leave to children.
- Would love more places to eat out.
- People who visit can not believe that there are no places to eat o the water. Too bad the old power plant in Luther Burbank park couldn't be converted to a restaurant.
- Very concerned and don't feel safe with bikers going way too fast in the parks and blocking streets & traffic
- Higher quality playground equipment - active (not passive) interaction with equipment e.g. better swingsets, merry-go-round, zip-line or similar
- The Al+Olive Fleury is badly maintained. The little ponds on the trail are being used as dumps for yard waste and dying. The trail is a mess and someone keeps cutting branches or trees down. Some other trails are also a mess.
- Nothing wrong with arts in the park. Happens everywhere. Mercerdale is underused and could host a lot more events.
- Seems mildly insane that we can't have a cultural center at Mercerdale Field.
- Thank you for putting out this survey!
- We have lovely natural places to enjoy on Mercer Island and I think M.I. keeps them maintained beautifully. The tennis courts @ Luther Burbank are begging to be used and pickleball players are begging for outside courts.
- We really enjoy all the community activities at Mercerdale Park like Holiday Lights, Music in the Park, and Summer Celebration. We miss Summer Celebration and Movies in the Park! Our grandchildren live near the park and love these activities!
- I am 88 living in a retirement community. The only time I have used a park is for Shakespeare in the park.
- Encroachment of homeless & graffiti. Thanks for all you do!
- The loss of Summer Celebration cannot be overstated. The event planned for this year is not enough. We need Summer Celebration back!!!
- Public speaker events in eve/nights 7-9pm
- Although the City is facing serious budgetary issues, priority should be given to maintaining MI's Parks facilities and trails infrastructure. The longer that maintenance is deferred, the greater the cost to replace and upgrade will be.
- I love our parks and support funding to keep them 1st rate.
- 1) Most difficult issue: receiving materials (illegible) events/offerings. The Reporter and P&R online DON'T come on my radar screen! 2) Hours for fitness/rec events at Comm. Center are wrong for me. NEED more 5-9 p.m. sports/fitness activities.
- 1) Enforce leash laws. 2) Enforce "no camping/no tents" in parks 3) Enforce "no loitering" in parks/rec facilities 4) Arrest for drug use in parks/rec facilities
- Summer Celebration parade sorely missed
- Control building height, minimize condos to limit MI population.
- I would like to see the parks remain natural. There is too much development in the parks, and too much pavement.
- Thank you for allowing horses on the one tract of Pioneer Park. It is a joy to still see these amazing animals on MI. I saw some posts n Nextdoor with some crazy man complaining about manure on trails. Please silence him with appropriate, reasonable acceptance to the nature of horses.
- I have yet to participate in a tree/open space work day but I would like to. Seems like the City needs more park staff to keep the trees healthy.
- Flower baskets (hanging) and better median maintenance. I want to have pride in my community again.
- City funds to paint murals or plant live reindeer shrubs were a waste of funds, so are full color brochures (booklets) of programs and recreation. Bring back the Summer Celebration. Create new rules that require short & long pats in

neighborhoods to improve infrastructure in that area, reducing work for public works.

- We need more lighted sports fields
- Simply completing this survey will make me pursue more of the benefits available. This was a good educational tool.
- Boat rentals at Luther Burbank, Kayaks, Canoes, Stand-up paddleboards
- How to become a bee friendly city: ivy removal, toxic herbicide use - needs to be banned, cutting down of mature and non-native trees, and, concerned where is the money coming from to pay for things people "need"? And we don't want a levy. I don't want it that people say they need or want more \$ then you present the findings to the Council only for them to say "No need to put a Parks Levy on the ballot". It should be that you have to spend a year old what can you do with the money. The City are exposing itself to legal and environmental liability as they have disregarded the health of citizens and workers. Please protect Sculpture Park from development There is too much plastic in the playgrounds.
- I worry about Budget cuts! We really should have passed Prop 1 to better support our City.
- Mercer Island needs a Theatre! Some of us have tried ever since the community center was built. We have been consistently shot down by people who think sports are the only important thing.
- Playground renovation for the Mercerdale Train Park is long overdue. We'd love a fenced in park with updated equipment similar to Massie Bailey playground in Chicago.
- Police station open house!
- More development of trails (walking) east and west —> (eg. EMW to Library @ 44th)
- Hundreds and maybe thousands of residents play electronic games in our parks. Only a few spots provide a place to sit out of rain. Great examples: picnic tables by playground near A. Davis ballfields. Please get info from gamers as to new benches or seating areas in our parks.
- Better maintenance along walking paths.
- Very disappointed the power flex class was disrupted in an attempt to get more rental revenue- you disrupted a very under served group- senior males in group exercise.
- Parking fee should be charged near or at Park Parking lot to create additional fund to maintain service. Also dog license fee for all pet (dog) owners on Mercer Island
- Even though this is not unique to Mercer Island, unleashed dogs and dog poop remains a problem in sports fields, playgrounds and parks. I've seen dogs attempting to climb slides and pooping in turf fields - signs posted at playgrounds are completely ignored and the phone number to call for complains is useless, I gave up calling many years ago. My husband and I have asked owners of large dogs to hold them in the presence of elementary age children with limited success. Many, if not most, dog owners are respectful and clean after their dogs and keep them on leash where appropriate but that is not consistent. In a time when there is so much concern about public health, why should we keep a blind eye regarding how dog owners deal with their dogs, public spaces and other park users? Thank you for conducting this survey!
- We don't use a lot of the MI parks and rec offerings but we are glad they are here for others to enjoy.
- Definitely off leash dog areas with lights at night and fenced
- Our needs are very few. MI is safe and pleasant for us. Our children are grown and our hobbies are past enjoying.
- 1. City fix pot holes 2. City medians are not kept up ; example the main area driving up Island C going south 3. City always doing fields for sports, no attention to redoing anything at M.W. Pool 4. City wastes too much \$\$ on "green" companies in open spaces 5. Lack of supervision of workers often trucks stopped for long period with workers doing nothing.
- 1. MI should adopt Permanent Protection of parks & open spaces 2. No net increase in impervious surfaces 3. Save the Sculpture Park 4. Suspend the use of Round-up and adopt native plant practices to increase the bee population and decrease the cost of water and increase conservation practices.
- I am concerned that the light rail may bring in crime (although I'm all for light rail) which would threaten the peace and safety of our streets, open spaces and parks. I believe it will be important to have security/policy on duty at the stations. Thank you for your service to our community!
- YTN needs a permanent home!

- Really appreciate spring/fall recycling program
- We missed Summer Celebration - it is a tradition and one I think we need to keep as a high priority. We value family and its the best we have for community. Very sad we didn't find a way last year, regretful!!
- low-impact parks like Mercerdale & Luther Burbank should be protected as Pioneer Park was
- lifeguards
- The community center hours are too few for most activities hosted there. Fitness center hours are really too few and closures are most inconvenient over weekends and holidays when most people have free time and yet cannot access the center.
- Maps for walkers and bikers online which can be printed out
- There are obviously activities that I've never attended and don't know about.
- Put fence around S. Mercer park so dogs don't run into street!! We need more off leash dog parks. IMS field needs to be open to public during school hours.
- Gallagher Hill needs safer pedestrian and bike paths
- We have huge opportunity to enhance & drive towards pedestrian only options on MI, so we have greater access to shops and friends by walking and our kids have safe walks to school. In sum, healthier and better for environment Again, I would love to walk on pedestrian trail or paved walkway from home (mid-island) to north end without walking along ICW (too much traffic, noisy, exhaust).
- We would like to suggest that the dock at Luther Burbank Park be brought up to standard by installing mooring cleats and fendering for boats to safely tie up.
- Stop fireworks!
- There are so many beautiful places on the island. Thank you! Would appreciate trail maps with degree of difficulty and ADA. Would enjoy a community art center to drop in and take a class per individual/family or theatre night for all ages & abilities. Self-guided nature walk. Free bus service during summer celebration weekend. Yoga for families with disabilities. Bring back cooking or hang out event at community center. Partner with clubs to have families with disabilities night. Games in the park. Create roundabouts for traffic to slow down in neighborhoods and busy areas/high traffic. Twice a year have a spring/fall walking tour. Keep pumpkin walk! Kite making in the park. Wood block art in the park. Summer theme around the island.
- I think MI is doing a great job in all these areas. Our family is very grateful for and happy with our open spaces and activities/programs/playgrounds
- I tend not to know about Com. Center classes. I used to participate all the time when you sent schedules to people's homes. Would like to see it return.
- make Luther Burbank boat dock like Colown (sp?) Park with summer restaurants
- Trails are not being maintained on S. end
- Better bike lanes around and across the island
- Please evaluate the true costs of turf fields in addition to the personal health issues. Field scheduling should be more transparent. Don't make LBP and the Lid a Regional park, keep it MI!
- Please fund summer celebration. It really means a lot to the community.
- Since we have school age kids, we mostly use the summer camps, playgrounds, and dog park/off leash trails. There are many great offerings. I wish we could take advantage of more.
- Parks and Recreation should make some effort to contact retirement communities about programs and transportation available.
- See above as for the issue on being run over by a car. Likewise, emphasize specifically for females- age 40-50, they should not bring their dog for a walk when they're themselves are fully occupied by talking on the phone( one hand) and in the other hand have a cup of coffee. Result: They have no control over the free running dog!

- City park policies should include: 1 - Permanent protection of parks from development; 2 - No net increase in impervious surface; 3 - Temporary suspension of the use of Roundup until the science proves it's completely safe.
- With the pollution coming from the freeway between 77th & 78th, more planting needed. I've needs to be removed in all of Aubrey Davis Lid Park.
- How much does the city spend on these projects? Will the city increase taxes on us? Please don't increase taxes!
- Bikers should ride single file on W, N, E Mercer Way. There is a sign on the way to Colony Park
- Would like lights at the main lid (Aubrey Davis) field and pathway that go on from 4-8 p.m. and 6-8 a.m. during fall/winter months. Walking, dogs, kids, people walking home from Transit Center. This would be a major help.
- Lived on M.I. over 50 years, raised 4 children and used all parks and amenities that were offered. The main reason we chose M.I.
- - better boating/docking - more trails - mountain bike park
- keep rec center open longer. 1 hour at 7 am and 1 hour 10 pm and reopen on sunday.
- No public park near the northeast part of the island.
- 1. Do not sacrifice green space for sports fields! That said we need more quality soccer fields. Could the Lid fields be leveled? Some of them are too sloped with balls going into the street (Lid B). Perhaps improving homestead with lights. 2. Need more picnic shelters @ parks, lots of spaces just not shelters. Set up baseball S. Merc outfield for soccer games. The space below the baseball fields and IMS tracks as formal soccer field w/lights. Build a formal soccer field in Lid A? Between the 2 baseball diamonds?
- We have written to many of you, with no reply ever. Save the costs and stop trying to act like a big city- we are a small town. Build up the downtown, develop the south end and maintain what we have that makes us MI.
- Definitely do not decrease the size or number of parks and green spaces. Do not subdivide existing lots to increase density. Further develop the town center so that there are more shops and restaurants and it is more walkable.
- Important that all parts are maintained. For example reduction in size of the sculpture park is not acceptable and that it be replaced with multi-function high rise.
- I love being outdoors and in parks. Not interested in programs or events.
- Provide the orange flags to cross the intersections from the park & ride to town. Bikers have lights, walkers seem to ear black and are not visible. Very dangerous for drivers and walkers.
- Don't sacrifice parkland for MICA or anything else
- Recent cuts to community events tear the community apart. They are at the heart of what makes M.I. a sought after community in which to live. Costs can be defrayed utilizing volunteers at all levels and taking better inventory of how current staff (paid) use their time. I believe there is rampant wast, fraud, and abuse of city funds and the citizens are 'paying the price' in sacrifice.
- Keep the median on Island Crest Way next to the carpool entrance to I-90 free of weeds once the wildflowers are past their peak.
- The small dog off-leash park allows for no access for swimming in the lake, there is no shade on hot days, the surface is often terribly uneven and difficult to walk on. Also the hand dryers in the parks bathrooms do not work.
- we need to think about all the positive ways the new rail lines will help our community and plan accordingly. Example, we can host Bellevue College classes at our Community Center. We can hose Seattle Arts and lectures at same venue, or until we build a theater.
- we need way more benches along trails
- It is a concern that there are no lifeguards anymore - that is a safety problem.
- More summer camps for 13+ yos & volleyball facilities. Adult classes all happen during business hours so I can't attend.
- park maintenance, flowers, green space, environmental conservation, reserves, etc.

- a frisbee golf course at Luther Burbank. They're non-obtrusive and relatively inexpensive. A food court at Luther Burbank.
- continue improving shoulder/bike lane around the island and related signage for cyclists
- Thank you for doing the important work of maintaining our community!
- Limit out of city traffic into Groveland Beach park area during the newly moved Blue Angel weekend. The Blue Angel weekend of 2019 has proved impossible for residents to enter or leave around Groveland Beach. There were no police presence, some parking were illegal, and overall proves to be an actual hazard if there were any emergency.
- City park land should be put in a permanent protective trust to protect it from development - top priority
- Who will pay to maintain the public spaces near light rail with massive increases in pedestrian traffic? (from off-island, non MI-tax paying guests)
- more restrooms
- Summer celebration needs updating, less political and better food options. The parade was fun for all ages.
- Maintain what we have.
- During winter/rainy months, please open up the gym and buy more bikes, trikes, toys, inflatables for kids under 10 years old. We need indoor places to run these kids. It's too soggy outside and muddy too. It's hard for the little ones to even go outside while at school. Open up the gym like they do at Boys & Girls Clubs in other neighborhoods!
- Our priority is the trails and park maintenance. We use the trails daily and find hazards all the time. Also, concessions (ie food trucks) and more restrooms in the parks and public spaces would be great.
- Safety at pedestrian crossings in general but especially near parks and play structures and at crosswalk at 72nd Ave SE and 24th.
- I was disappointed that Jazzerciz took over the gym and changed the timing of the power flex classes. As a result one of the classes was discontinued which had been going on for 30 years
- Besides the small dog park (of utmost importance!), please consider your use of roundup to control weeds/blackberries in public parks. Its proven toxicity should prohibit its use in public areas where children and pets could come in contact with contaminated plants.
- I added them in the previous section! Please read. And I should really go to one of the town meetings, I know...
- I didn't know I could sign up for e-newsletters. Guess I'll investigate that option.
- Please bring back Summer Celebration. Farmers Market is a top priority event as well.
- Very concerned about the zoning issue around JCC and FAC. I use that intersection often in the car, on the motorcycle, and on the bicycle. Making changes that increase traffic and congestion down there is a terrible idea. I can only imagine the impact on the people down there, but I've experienced the negative impact of the new school on 40th, which has further constrained life due to the morning and afternoon traffic.
- The parks seem dominated by 1 voice here on MI - the "dont change" mantra. How as a city do we continue to evolve our parks so that they cultivating an active generation that wants to be outdoors? Many of our parks are falling apart (what happened to Clark Beach?!), under utilized, and offer limited amenities that compel youth to get outside. I'd love to see some positive change with our parks that will encourage our younger generation to get outside. As it stands, when MI kids grow out of play grounds, there is not an exciting next step park for them to spend time in unless they are in structured activities and playing on our sport fields.
- How much is being spent from city funds in Aubrey Davis changes ? Not sure if that is city money or other funds Don't use community center at north end at all as we are in south end , so felt we had to join private fitness club
- Bring back summer car show - need a new venue!
- Please bring back Summer Celebration. It is beloved!
- Would like to see more landscaping maintenance using native and low water usage plantings. More regular removal of dead trees and overgrown vines. JCC represents a good alternative to public facilities. However, a community pool would be nice. In general, I feel like more time/focus should be directed to other areas of concern (Budget, downtown

development and implications of light rail/bus traffic)

- Please consider keeping the MICC open during the latter part of December, or only closing it for a few days. It's a time people really want to make use of the center, seems a most inopportune time to close it for 2 weeks.
- Policy related items: Power outages and response time. Please have PSE put power lines underground. Every year, during high wind storms, ice storms, we lose power, for days. Unacceptable given the taxes we pay. Please get PSE to improve the infrastructure and to mitigate tree damage.
- Great job -- we are lucky to have such a great program!
- I was frustrated when the City cut so many programs after the raises were voted down. It felt like a big slap in the face to MI residents, like, "If you vote the way we don't want you to, we will show you! We'll cut your favorite programs!" I love this city and miss the programs but wasn't about to vote for a raise I did not feel was justified just because of a threat to take away our programs. We're okay without them.
- My family would consider sacrifice of any park or open/forested space for additional arts/sports/commercial structures to be extremely unfortunate.
- Need more space/trail and less building, esp the downtown area. Way too many buildings/people and traffics
- I still have concerns related to lighting and speed enforcement in my neighborhood (Mercerdale). I've expressed the speed issue to MIPD twice and once in person when an officer had to respond to a car that lost control due to excessive speed. Signage and/or speed bumps/humps need to be considered before someone gets hurt, or worse.
- Please make Pioneer park safe for every people and remove off-leash dog so others can also enjoy. Summer concert series would be nice with picnic style seating.
- Just build MICA already.
- My wife and I walk daily outside on the trails between Luther Burbank and Aubrey Davis park and we both agree the off-leash dogs are out of control. Many owners walk around with multiple dogs off leash, or with a leash trailing on the ground, and the dogs will run out of control, sometimes even jump or bark at us as we are walking along the trail. There seem to be no visible signs of what the laws are, and zero enforcement - so all the dog owners have assumed they can get away with no leash at all no matter what area they are in- it makes us nervous as we walk- it is not like this in other cities like Bellevue or Kirkland. Also the dogs are sometimes so far away from their owners it would be impossible for the owner to tell if they needed to clean up after their dog, because they wouldn't even be able to see, so there is another problem of dog owners not scooping up after their pets.
- We really love the Luther Burbank off-leash dog park, we wish there were more off-leash areas!
- There is often a lack of parking at various city parks and facilities. The city seems to be unable to address its parking needs, possibly because of impacts on surrounding neighborhoods and the NIMBY attitude that seems to go with building larger parking structures. But it needs to be addressed.



## City Council and Parks & Recreation Commission

AB 5797: January 19, 2021

1

## Foreword

PROS Plan update initiated in late 2019

Planning work was suspended in April 2020 due to the COVID-19 Pandemic.

- Community survey
- Inventory assessments

Restarting with completion target of Q3 2021

Mercer Island Parks, Recreation & Open Space Plan Update



2

## Presentation Topics

### Overview of PROS Plan

- Major Work Tasks
- Timeline Review

### Public Process Summary

### Efforts to Date / Early Next Steps

### Insights & Direction

Mercer Island Parks, Recreation & Open Space Plan Update



3

## What is the PROS Plan?

The Parks, Recreation & Open Space Plan is a 6-year guide\* and strategic plan for managing and enhancing parks, open space, trails, and recreation opportunities for the Mercer Island community.

\*The last plan was adopted in 2014 and expired December 2019.

- Policy & Strategy Guide
- Capital Planning Tool
- Communications Tool

Mercer Island Parks, Recreation & Open Space Plan Update



4

## What is the PROS Plan?

The Plan is strategic in focus and guided by the following questions:

- What are our strengths? And what are key areas for improvement?
- How do we meet community needs now and into the future?
- Where should we focus our efforts and resources?

Public input is crucial to make sure goals and priorities are consistent with community needs and interests.

Mercer Island Parks, Recreation & Open Space Plan Update



5

## What is the PROS Plan?

Steps to Building the Plan:

- Community Engagement
- Inventory Site Assessments
- Goals & Policies Review
- System-wide Needs Assessment
- Capital Project Planning
- Implementation & Funding Strategies
- Plan Review & Approval

Mercer Island Parks, Recreation & Open Space Plan Update

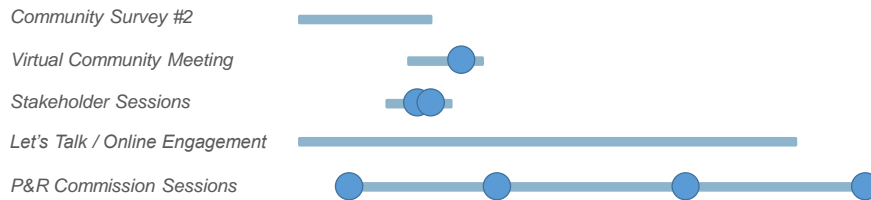


6

## Project Timeline



### Public Involvement



Mercer Island Parks, Recreation & Open Space Plan Update

7

## Restarting the Project

### Project Efforts to Date

- Public Involvement Plan
- Community Survey #1
- Park & trail inventory assessment

### Early Next Steps

- Prepare for outreach
- Administer community survey #2
- Conduct family & senior group discussions
- Compile system mapping & gap analysis



Mercer Island Parks, Recreation & Open Space Plan Update

8

## Community Engagement

- Survey #1 (pre-Pandemic)
- Senior & family-oriented discussions
- Survey #2 on core services
- Virtual open house on priorities
- Significant P&R Commission guidance
- Engagement with Arts Council and Open Space Conservancy Trust
- Multiple City Council touch points



Mercer Island Parks, Recreation & Open Space Plan Update

9

## Survey #1 Highlights

- Designed in coordination with staff and Park & Recreation Commission
- February – March 2020
- Mailed to 2,500 randomized addresses
- 525 respondents (21% response rate)
- Online survey available to entire community
- Survey datasets kept separated

Mercer Island Parks, Recreation & Open Space Plan Update

**City of Mercer Island**  
Community Survey on Parks and Recreation

Dear Mercer Island Resident:

The City of Mercer Island has begun a community-driven process to update its citywide Parks, Recreation and Open Space Plan (PROS Plan). We need your help to determine how to prioritize projects and where to focus to keep our parks and programs thriving. As an initial step in the process, the City is conducting this short, random-sample survey to assess the community's recreation and facility needs. Additional public engagement will follow, and final review of the Plan is tentatively targeted for the end of 2020. Your opinions are important to the City.

The survey has 17 questions and will only take a few minutes to complete.

If you prefer to take the survey online, use the unique ID number above to access the survey at [miseroplan.com](https://miseroplan.com) or with this QR code:

1. When you think about the things that contribute to the quality of life in Mercer Island, would you say that public parks and recreation opportunities are... (CHECK ONE OPTION)

☐ Essential to the quality of life here  
☐ Useful, but not important  
☐ Important, but not really essential  
☐ Not important at all

2. How often do you visit or use Mercer Island Parks & Recreation facilities, parks, or open spaces? (CHECK ONLY ONE BOX IN EACH ROW)

	At least once a week	Two or three times a month	About once a month	Less than once a month	Not enough	Don't know
Open space & natural areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreation programs (jumps & classes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indoor recreation facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arts & culture opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. How often do you visit or use Mercer Island Parks & Recreation facilities, parks, or open spaces? (CHECK ALL THAT APPLY)

☐ At least once a week  
☐ Two or three times a month  
☐ About once a month  
☐ A few times over the year  
☐ Do not visit facilities / parks / open spaces  
☐ Don't know

4. What would you say are the main reasons you visited Mercer Island Parks & Recreation facilities, parks, or open spaces in the past year? (CHECK ALL THAT APPLY)

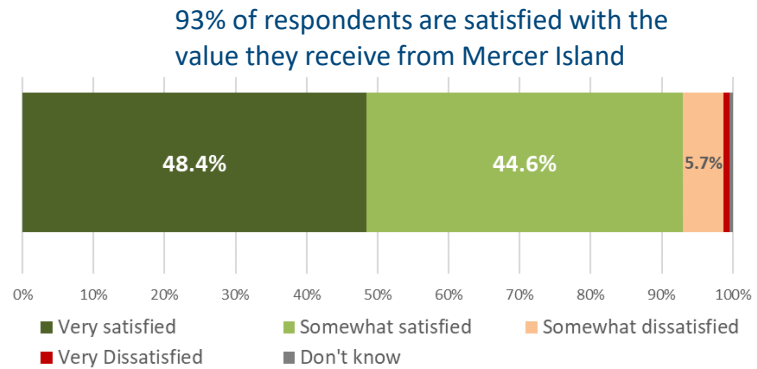
☐ Adult sports league  
☐ Beach / waterfront  
☐ Biking  
☐ Boating / watersports  
☐ Class or camp  
☐ Community events / concerts  
☐ Dog walking / exercise  
☐ Family gatherings / picnics  
☐ Fishing  
☐ Fitness  
☐ Outdoor sport courts  
☐ Playgrounds  
☐ Private event / celebration  
☐ Public art viewing  
☐ Relaxation  
☐ Public meeting  
☐ Walking or running  
☐ Wildlife viewing  
☐ Youth sports league  
☐ N/A - I didn't go to Mercer Island parks or open spaces  
☐ Other: \_\_\_\_\_

1,763 completed surveys!

10

## Survey #1 Highlights

**Over 99% feel  
parks & recreation  
is essential or  
important**



Mercer Island Parks, Recreation & Open Space Plan Update

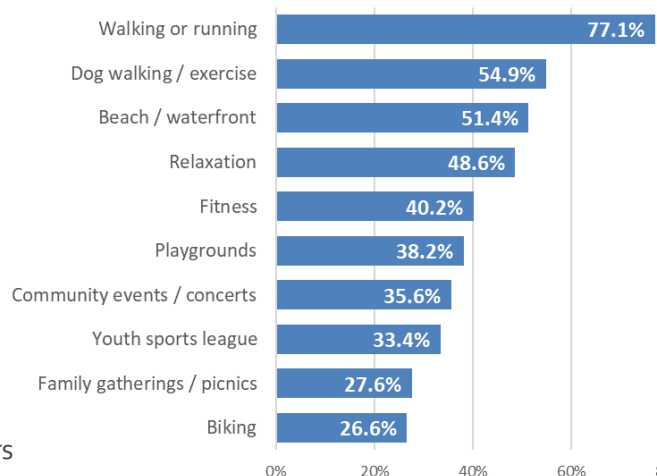
11

## Survey #1 Highlights

**Top 10 reasons for visiting  
Mercer Island parks**

**Top reasons for not visiting more**

- Not enough parking
- Not enough restrooms
- Use parks or facilities provided by others



Mercer Island Parks, Recreation & Open Space Plan Update

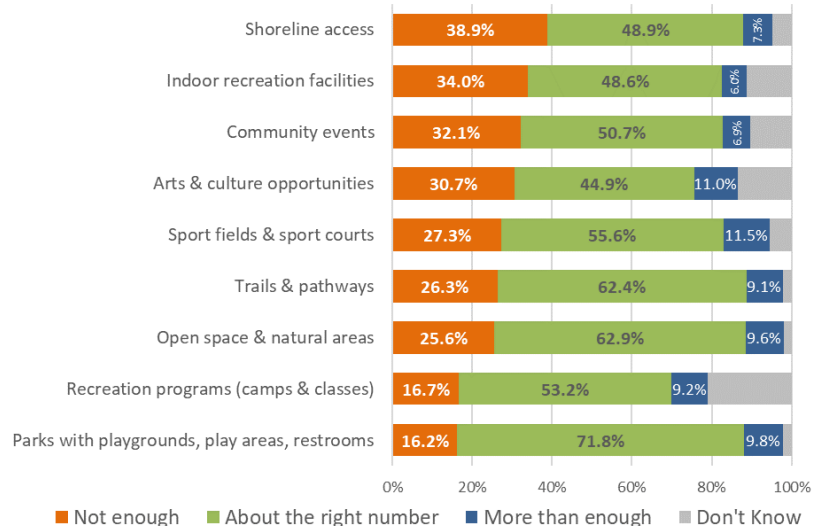
12

## Survey #1 Highlights

### 'Goldilocks' question

- Shoreline access
- Indoor facilities
- Community events
- Arts & culture

Majority of respondents feel there are either the 'right amount' or 'more than enough' for each item listed.



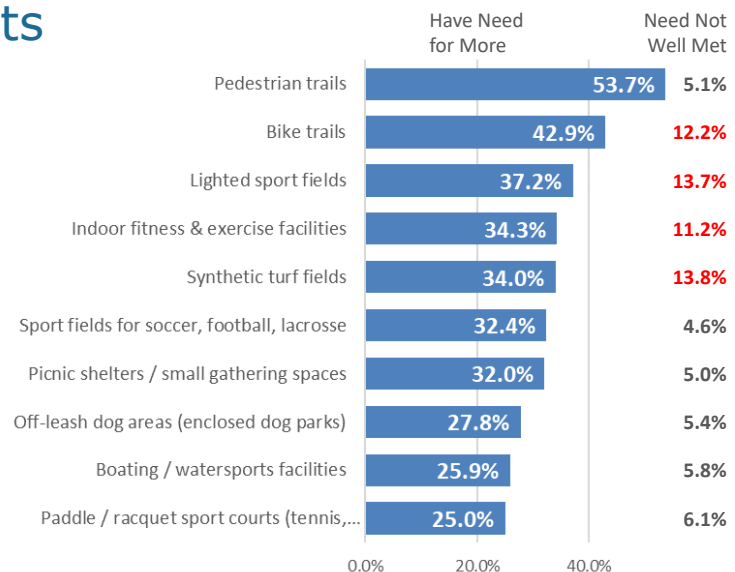
Mercer Island Parks, Recreation & Open Space Plan Update

13

## Survey #1 Highlights

### Interest in park system investments

- Synthetic turf fields
- Lighted sport fields
- Indoor fitness & exercise facilities
- Bike trails



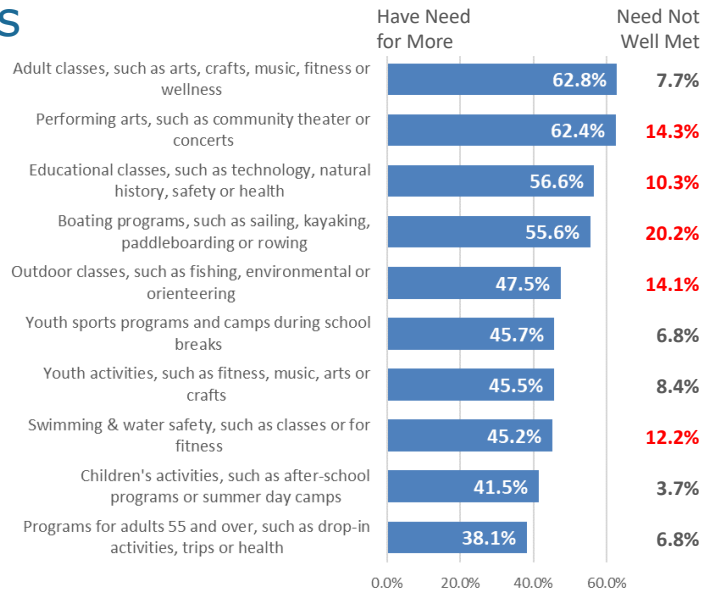
Mercer Island Parks, Recreation & Open Space Plan Update

14

## Survey #1 Highlights

### Interest in recreation opportunities

- Boating programs
- Performing arts
- Outdoor classes
- Swimming & water safety
- Educational classes



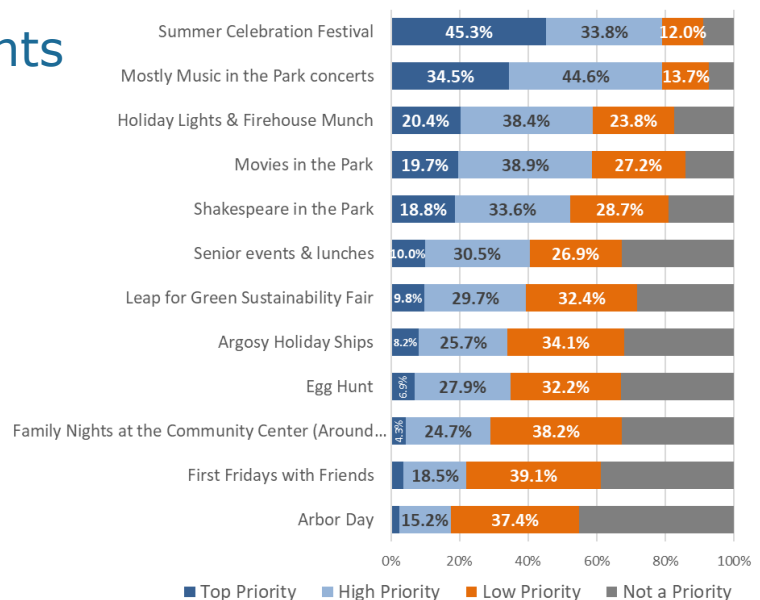
Mercer Island Parks, Recreation & Open Space Plan Update

15

## Survey #1 Highlights

### Priority Events

- Summer Celebration
- Mostly Music in the Park



Mercer Island Parks, Recreation & Open Space Plan Update

16

## Discussion Questions

Think long-term...

What is your vision for Mercer Island Parks and Recreation in 2050? What does “success” look like thirty years from now? What do you want to achieve by 2050?

Mercer Island Parks, Recreation & Open Space Plan Update



17

## Discussion Questions

Think near-term...

Over the next five years, what should the City be doing more of? Less of? Differently?

Mercer Island Parks, Recreation & Open Space Plan Update



18

## Discussion Questions

---

What has changed since the start of the Pandemic?

What do you want to learn from the community in the coming months through the survey and other community engagement strategies?

Mercer Island Parks, Recreation & Open Space Plan Update





Item 1.

# City Council and Parks & Recreation Commission

AB 5797: January 19, 2021

# Foreword

PROS Plan update initiated in late 2019

Planning work was suspended in April 2020 due to the COVID-19 Pandemic.

- Community survey
- Inventory assessments

Restarting with completion target of Q3 2021



# Presentation Topics

## Overview of PROS Plan

- Major Work Tasks
- Timeline Review

## Public Process Summary

## Efforts to Date / Early Next Steps

## Insights & Direction



# What is the PROS Plan?

The Parks, Recreation & Open Space Plan is a 6-year guide\* and strategic plan for managing and enhancing parks, open space, trails, and recreation opportunities for the Mercer Island community.

\*The last plan was adopted in 2014 and expired December 2019.

- Policy & Strategy Guide
- Capital Planning Tool
- Communications Tool



# What is the PROS Plan?

The Plan is strategic in focus and guided by the following questions:

- What are our strengths? And what are key areas for improvement?
- How do we meet community needs now and into the future?
- Where should we focus our efforts and resources?

Public input is crucial to make sure goals and priorities are consistent with community needs and interests.



# What is the PROS Plan?

## Steps to Building the Plan:

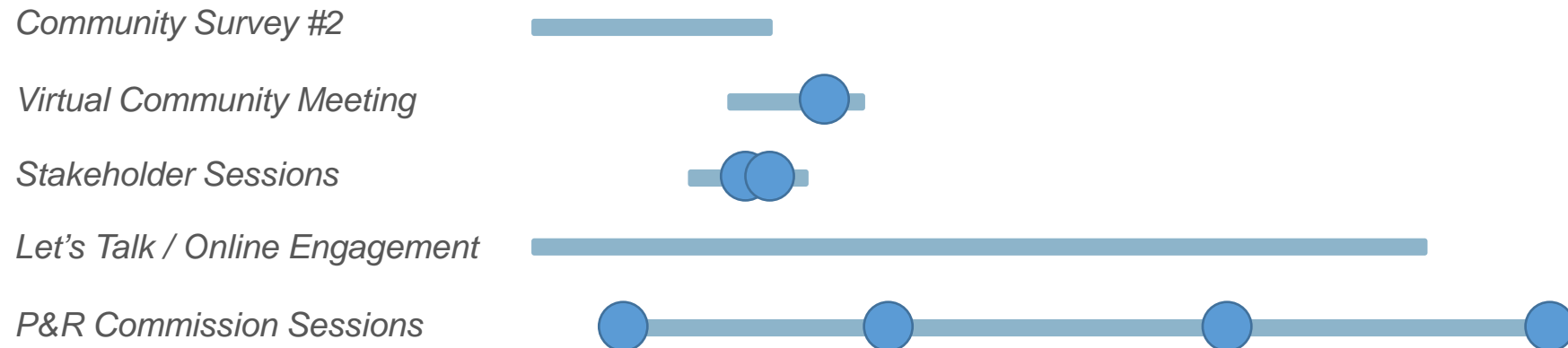
- Community Engagement
- Inventory Site Assessments
- Goals & Policies Review
- System-wide Needs Assessment
- Capital Project Planning
- Implementation & Funding Strategies
- Plan Review & Approval



# Project Timeline



## Public Involvement



# Restarting the Project

## Project Efforts to Date

- Public Involvement Plan
- Community Survey #1
- Park & trail inventory assessment

## Early Next Steps

- Prepare for outreach
- Administer community survey #2
- Conduct family & senior group discussions
- Compile system mapping & gap analysis



# Community Engagement


- Survey #1 (pre-Pandemic)
- Senior & family-oriented discussions
- Survey #2 on core services
- Virtual open house on priorities
- Significant P&R Commission guidance
- Engagement with Arts Council and Open Space Conservancy Trust
- Multiple City Council touch points



# Survey #1 Highlights

- Designed in coordination with staff and Park & Recreation Commission
- February – March 2020
- Mailed to 2,500 randomized addresses
- 525 respondents (21% response rate)
- Online survey available to entire community
- Survey datasets kept separated

Item 1.



## City of Mercer Island


Community Survey on Parks and Recreation

**Dear Mercer Island Resident:**

The City of Mercer Island has begun a community-driven process to update its citywide Parks, Recreation and Open Space Plan (PROS Plan). We need your help to determine how to prioritize projects and where to focus to keep our parks and programs thriving. As an initial step in the process, the City is conducting this short, random-sample survey to assess the community's recreation and facility needs. Additional public engagement will follow, and final review of the Plan is tentatively targeted for the end of 2020. Your opinions are important to the City.

**The survey has 17 questions and will only take a few minutes to complete.**

If you prefer to take the survey online, use the unique ID number above to access the survey at [miprosplan.com](https://miprosplan.com) or with this QR code:



**1. When you think about the things that contribute to the quality of life in Mercer Island, would you say that public parks and recreation opportunities are... (CHECK ONE OPTION)**

<input type="checkbox"/> Essential to the quality of life here	<input type="checkbox"/> Useful, but not important
<input type="checkbox"/> Important, but not really essential	<input type="checkbox"/> Not Important at all

**2. How well does the City of Mercer Island for meeting your needs for parks, recreation and open spaces are... (CHECK ONLY ONE BOX IN EACH ROW)**

	More than enough	About the Right Amount	Not Enough	Don't Know
Open space & natural areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreation programs (camps & classes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indoor recreation facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arts & culture opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**3. How often do you visit or use Mercer Island Parks & Recreation facilities, parks, or open spaces?**

<input type="checkbox"/> At least once a week	<input type="checkbox"/> A few times over the year
<input type="checkbox"/> Two or three times a month	<input type="checkbox"/> Do not visit facilities / parks / open spaces
<input type="checkbox"/> About once a month	<input type="checkbox"/> Don't know

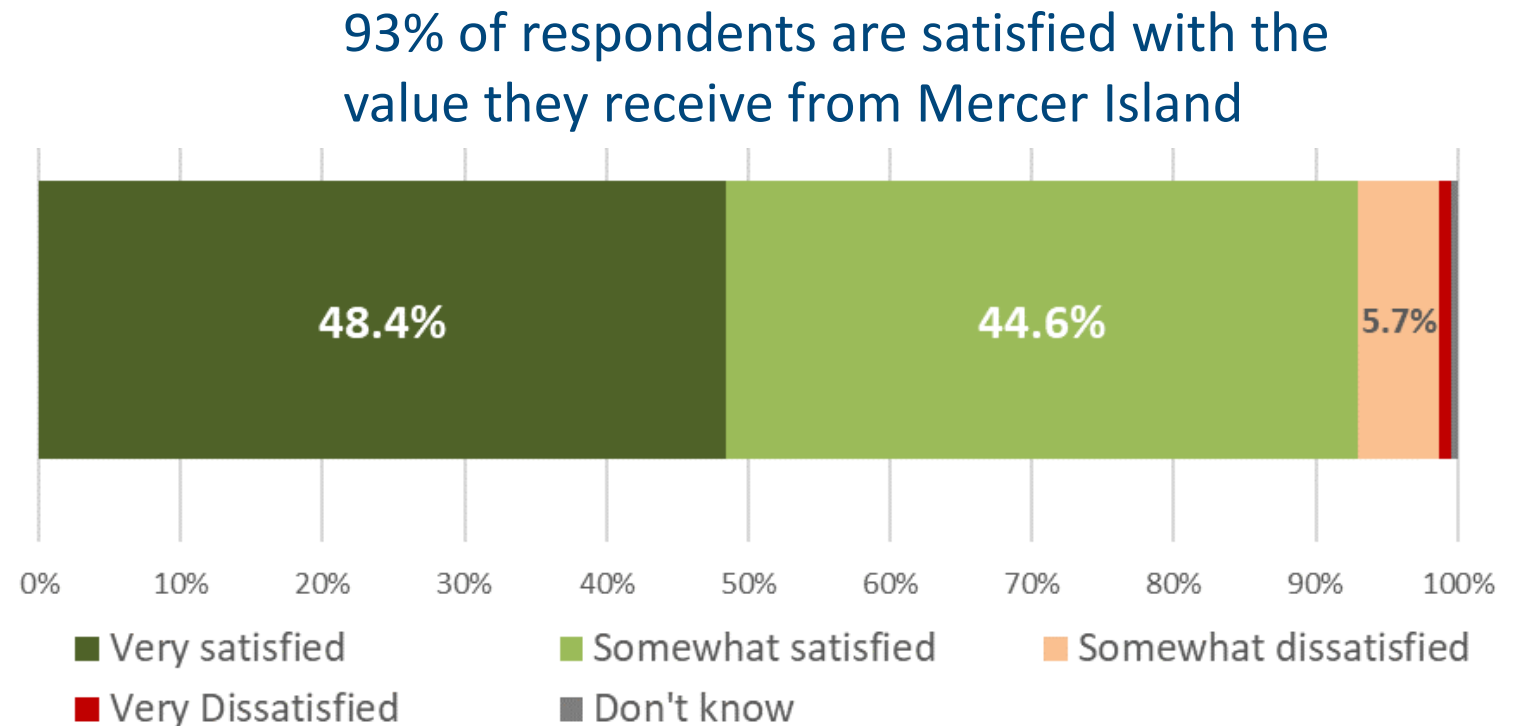
**4. What would you say are the main reasons you visited Mercer Island Parks & Recreation facilities, parks, or open spaces in the past year? (CHECK ALL THAT APPLY)**

<input type="checkbox"/> Adult sports league	<input type="checkbox"/> Outdoor sport courts
<input type="checkbox"/> Beach / waterfront	<input type="checkbox"/> Playgrounds
<input type="checkbox"/> Biking	<input type="checkbox"/> Private event / celebration
<input type="checkbox"/> Boating / watersports	<input type="checkbox"/> Public art viewing
<input type="checkbox"/> Class or camp	<input type="checkbox"/> Relaxation
<input type="checkbox"/> Community events / concerts	<input type="checkbox"/> Public meeting
<input type="checkbox"/> Dog walking / exercise	<input type="checkbox"/> Walking or running
<input type="checkbox"/> Family gatherings / picnics	<input type="checkbox"/> Wildlife viewing
<input type="checkbox"/> Fishing	<input type="checkbox"/> Youth sports league
<input type="checkbox"/> Fitness	<input type="checkbox"/> N/A - I didn't go to Mercer Island parks or open spaces
	<input type="checkbox"/> Other: _____

1,763 completed surveys!

# Survey #1 Highlights

**Over 99% feel  
parks & recreation  
is essential or  
important**

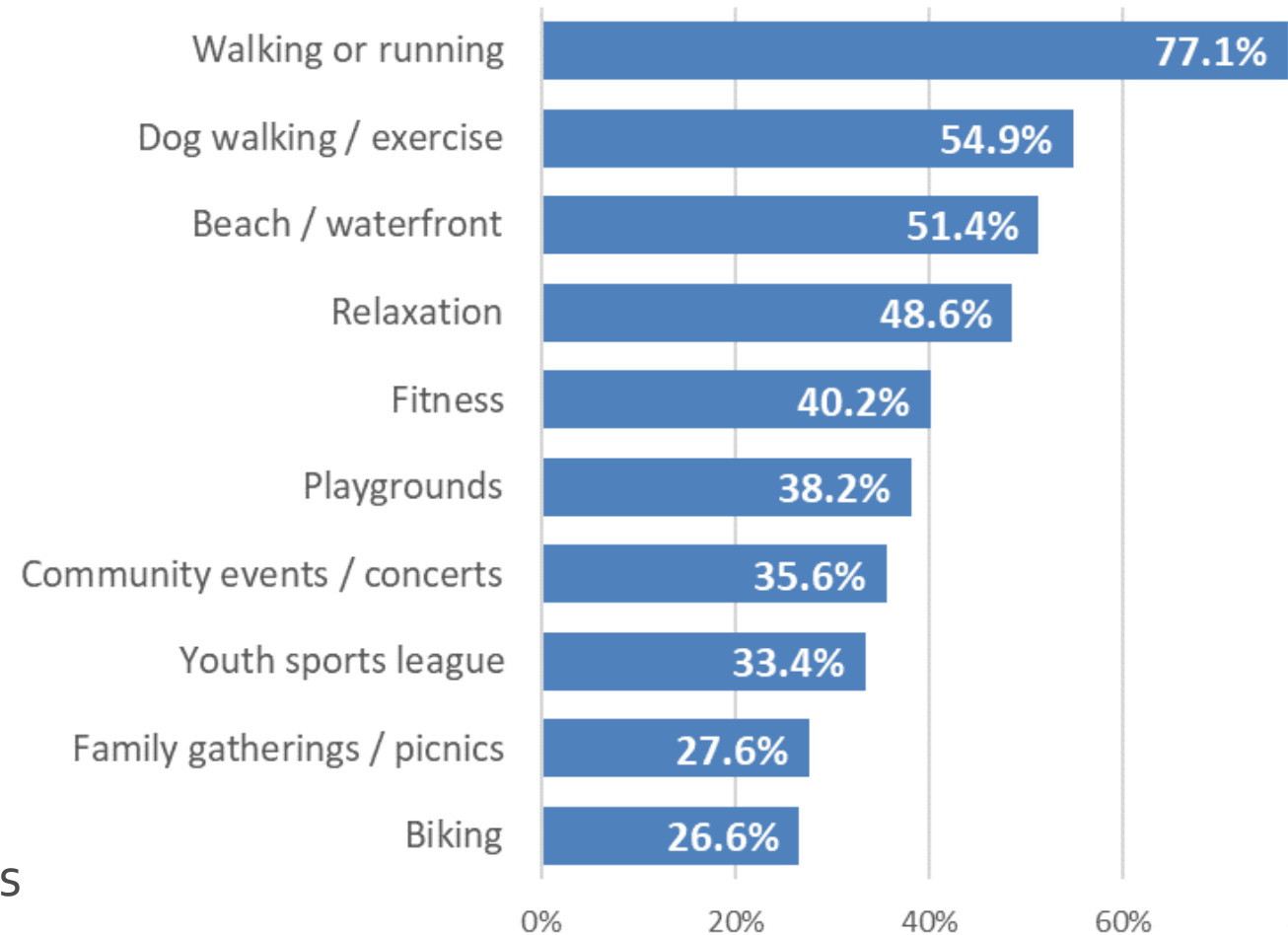


# Survey #1 Highlights

## Top 10 reasons for visiting Mercer Island parks

## Top reasons for not visiting more

- Not enough parking
- Not enough restrooms
- Use parks or facilities provided by others

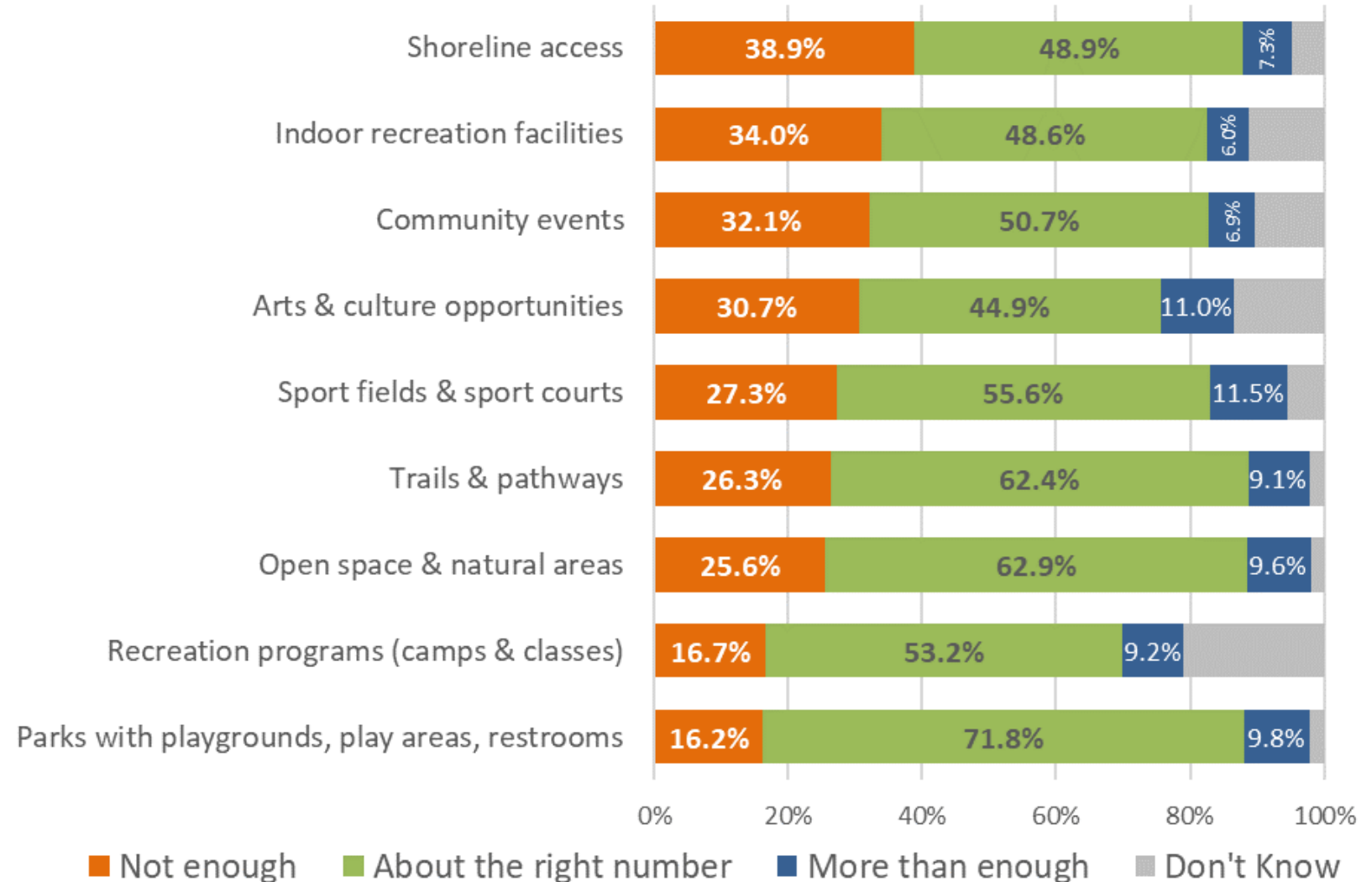


# Survey #1 Highlights

## 'Goldilocks' question

- Shoreline access
- Indoor facilities
- Community events
- Arts & culture

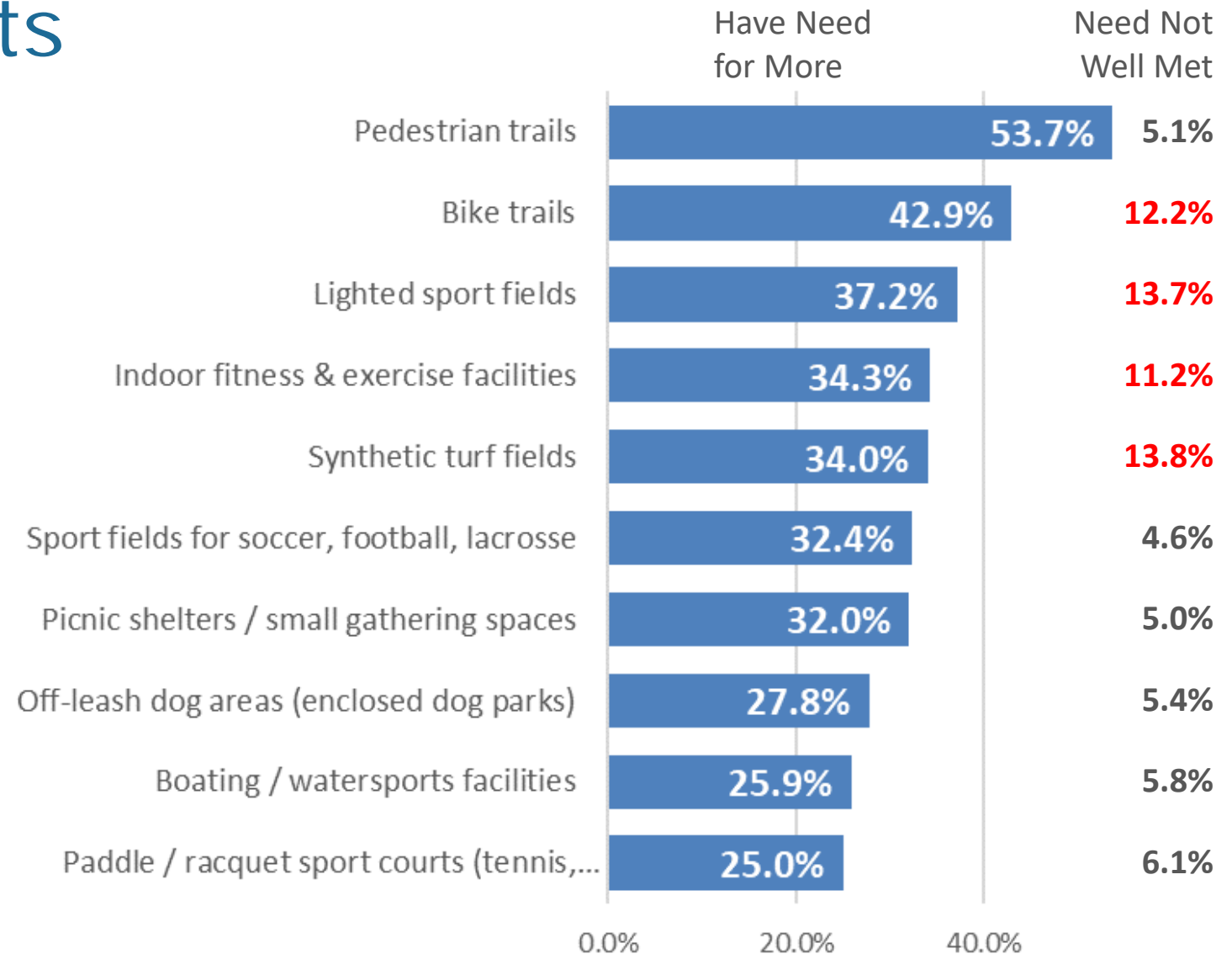
Majority of respondents feel there are either the 'right amount' or 'more than enough' for each item listed.



# Survey #1 Highlights

## Interest in park system investments

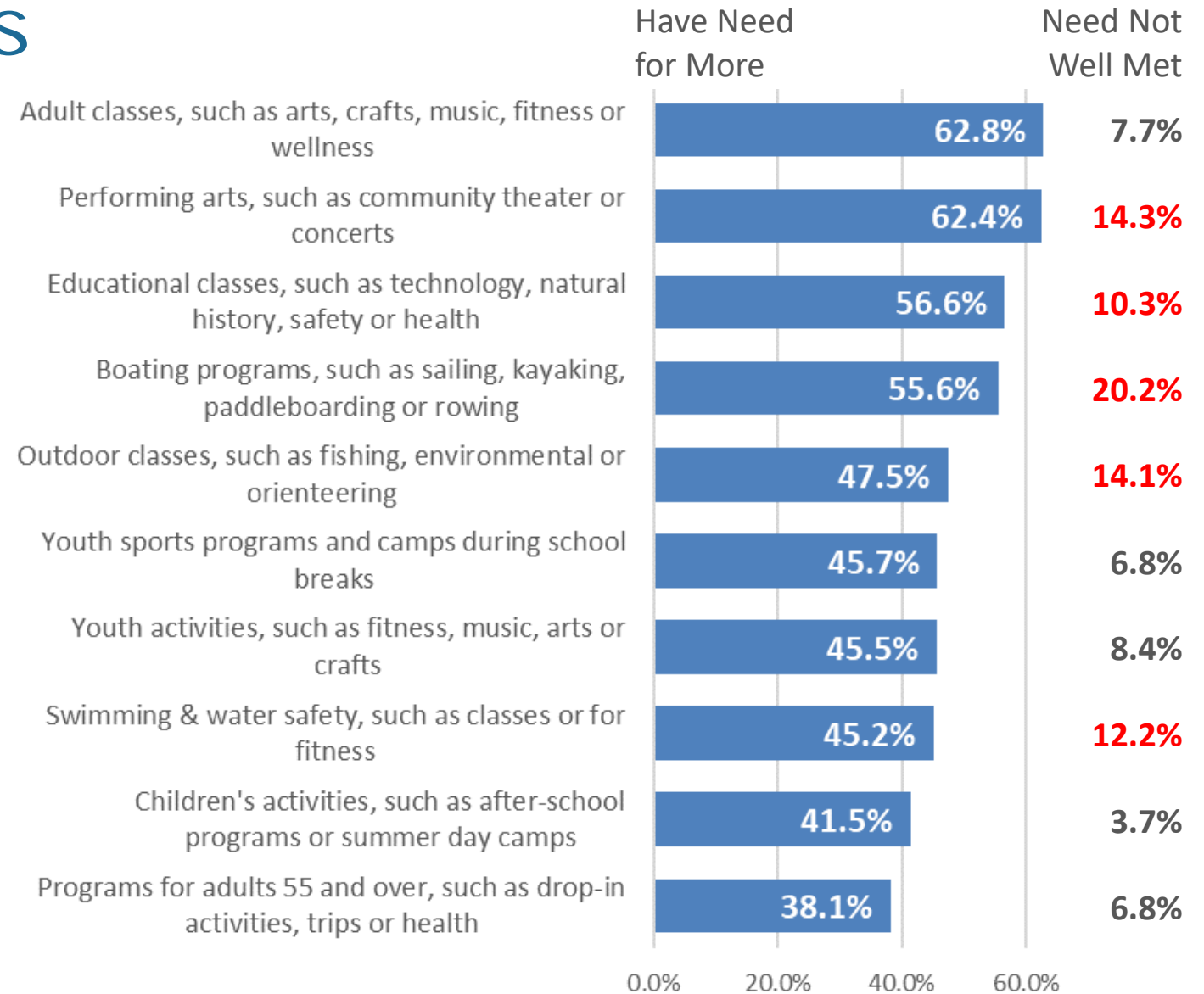
- Synthetic turf fields
- Lighted sport fields
- Indoor fitness & exercise facilities
- Bike trails



# Survey #1 Highlights

## Interest in recreation opportunities

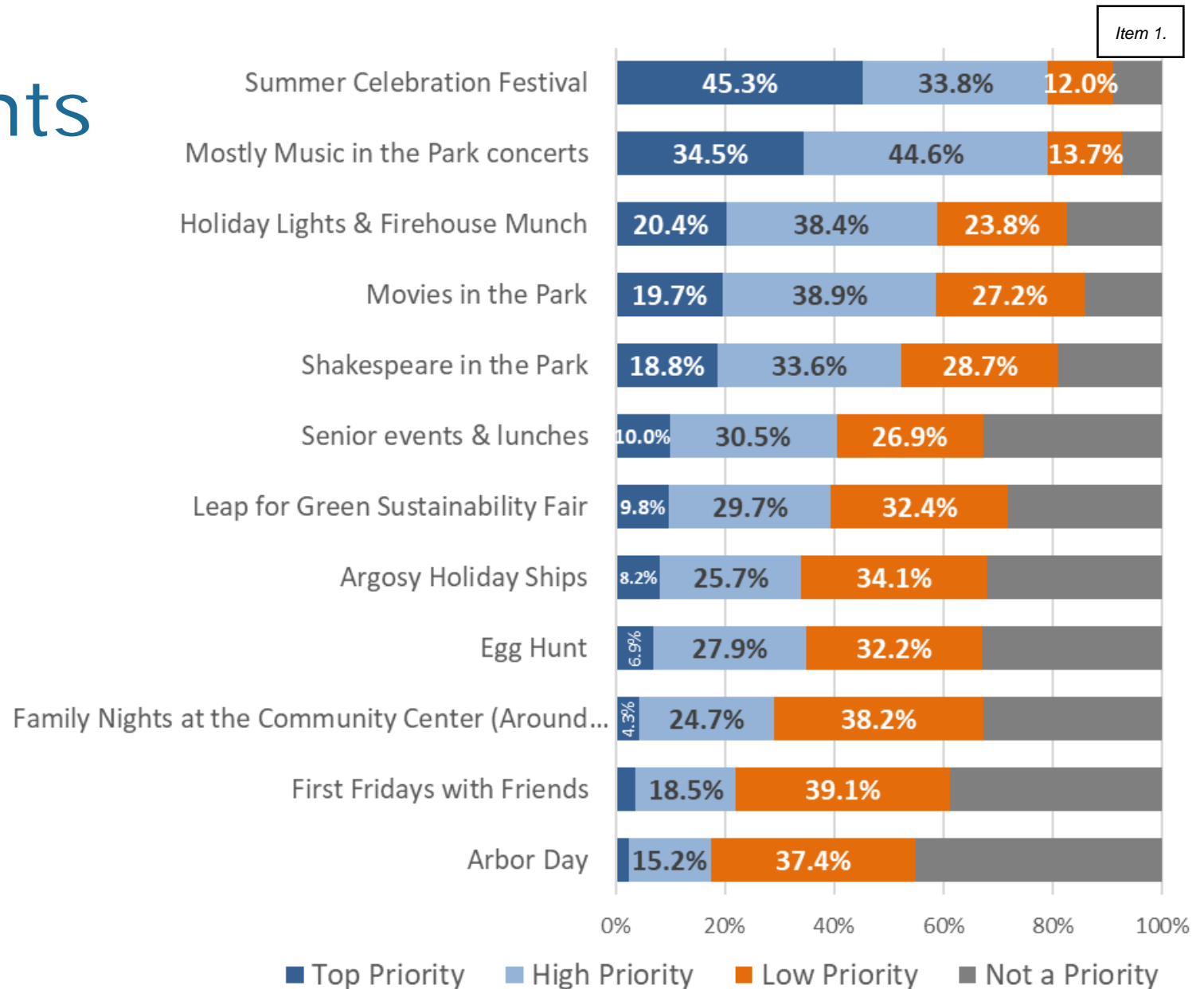
- Boating programs
- Performing arts
- Outdoor classes
- Swimming & water safety
- Educational classes



# Survey #1 Highlights

## Priority Events

- Summer Celebration
- Mostly Music in the Park



# Discussion Questions

---

Think long-term...

What is your vision for Mercer Island Parks and Recreation in 2050? What does “success” look like thirty years from now? What do you want to achieve by 2050?



# Discussion Questions

---

Think near-term...

Over the next five years, what should the City be doing more of? Less of? Differently?

Item 1.



# Discussion Questions

---


What has changed since the start of the Pandemic?

What do you want to learn from the community in the coming months through the survey and other community engagement strategies?



## CERTIFICATION OF CLAIMS

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



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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	206077-206165	1/08/2020	\$ 1,457,507.73 \$ 1,457,507.73

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: 402000 - Water Fund-Admin Key</b>				
P0109792	00206146	SEATTLE PUBLIC UTILITIES	NOV 2020 SPU CHARGE FOR RETAIL	3,744.00
P0109792	00206146	SEATTLE PUBLIC UTILITIES	DEC 2020 SPU CHARGE FOR RETAIL	3,744.00
P0109760	00206109	H D FOWLER	INVENTORY PURCHASES	3,167.18
P0109758	00206104	FERGUSON ENTERPRISES LLC	INVENTORY PURCHASES	1,287.00
P0109756	00206152	SUPPLY SOURCE INC,THE	INVENTORY PURCHASES	728.30
	00206125	MANLOWE, ROBERT	REFUND OVERPAY 00440387802	515.35
	00206114	JIA LIU & MINGCHUN LI	REFUND OVERPAY 00640065003	442.12
	00206141	RUBY SOLEIMANI	REFUND OVERPAY 00354090003	137.73
	00206133	NA, JIYUAN	REFUND OVERPAY 00672880003	116.23
<b>Org Key: CA1100 - Administration (CA)</b>				
P0109804	00206156	VERIZON WIRELESS	CITY CELL PHONES, ANALISA, OLI	41.96
<b>Org Key: CR1100 - Human Resources</b>				
P0109784	00206108	GOVERNMENTJOBS.COM	2021 Subscription Fee	61,023.91
P0109768	00206139	PUBLIC SAFETY TESTING INC	Fire Quarterly Subscription Fe	300.00
<b>Org Key: CT1100 - Municipal Court</b>				
P0109659	00206098	DMCJA	DMCJA Dues 2021	350.00
<b>Org Key: FN1100 - Administration (FN)</b>				
P0109779	00206150	STATE AUDITOR'S OFFICE	FYE2019 Annual Audit	11,324.07
P0109804	00206156	VERIZON WIRELESS	CITY CELL PHONES, ANALISA, OLI	46.96
P0109804	00206156	VERIZON WIRELESS	CITY CELL PHONES, ANALISA, OLI	41.96
<b>Org Key: FN2100 - Data Processing</b>				
P0109808	00206151	SUPERION LLC	ONESOLUTION 1ST QUARTER MAINT	12,320.47
P0109777	00206126	METROPRESORT	2020 ANNUAL B&O PRINTING & MAI	3,755.73
P0109777	00206126	METROPRESORT	2020 ANNUAL B&O PRINTING & MAI	2,609.26
P0109771	00206144	SAGE SOFTWARE INC	Sage Fixed Asset Database upgr	1,645.00
P0109777	00206126	METROPRESORT	4TH QTR 2020 B&O PRINTING & MA	147.67
P0109777	00206126	METROPRESORT	4TH QTR 2020 B&O PRINTING & MA	72.92
<b>Org Key: FN4501 - Utility Billing (Water)</b>				
P0109777	00206126	METROPRESORT	DEC 2020 PRINTING & MAILING OF	142.54
P0109777	00206126	METROPRESORT	DEC 2020 PRINTING & MAILING OF	131.05
P0109781	00206126	METROPRESORT	DEC 2020 PRINTING & MAILING OF	64.16
P0109781	00206126	METROPRESORT	DEC 2020 PRINTING & MAILING OF	59.02
P0109804	00206156	VERIZON WIRELESS	CITY CELL PHONES, ANALISA, OLI	46.96
P0109804	00206156	VERIZON WIRELESS	CITY CELL PHONES, ANALISA, OLI	41.96
<b>Org Key: FN4502 - Utility Billing (Sewer)</b>				
P0109777	00206126	METROPRESORT	DEC 2020 PRINTING & MAILING OF	142.54
P0109777	00206126	METROPRESORT	DEC 2020 PRINTING & MAILING OF	131.06
P0109781	00206126	METROPRESORT	DEC 2020 PRINTING & MAILING OF	64.16
P0109781	00206126	METROPRESORT	DEC 2020 PRINTING & MAILING OF	59.02
<b>Org Key: FN4503 - Utility Billing (Storm)</b>				
P0109777	00206126	METROPRESORT	DEC 2020 PRINTING & MAILING OF	142.54
P0109777	00206126	METROPRESORT	DEC 2020 PRINTING & MAILING OF	131.05
P0109781	00206126	METROPRESORT	DEC 2020 PRINTING & MAILING OF	64.15
P0109781	00206126	METROPRESORT	DEC 2020 PRINTING & MAILING OF	59.03

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: FR1100 - Administration (FR)</i>				
P0109766	00206089	COMCAST	Internet Charges/Fire	110.20
P0109765	00206089	COMCAST	Internet Charges/Fire	90.25
<i>Org Key: FR2100 - Fire Operations</i>				
P0109773	00206134	NORCOM 911	2021 Annual Code3 License Main	41,480.05
P0109773	00206134	NORCOM 911	2021 Quarterly Norcom Fee - Fi	892.24
P0109767	00206100	EASTSIDE FIRE & RESCUE	Labor - 8610	379.50
P0109769	00206122	LN CURTIS & SONS	Fire Hooks	205.62
<i>Org Key: GGI001 - General Government-Insurance</i>				
P0109788	00206157	WA CITIES INSURANCE AUTHORITY	2021 Annual Liability Insuranc	504,494.00
P0109788	00206157	WA CITIES INSURANCE AUTHORITY	2021 Annual Property Insurance	90,470.00
P0109788	00206157	WA CITIES INSURANCE AUTHORITY	2021 Annual Boiler & Machinery	4,364.00
P0109788	00206157	WA CITIES INSURANCE AUTHORITY	2021 Annual Crime & Fidelity	1,910.00
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
	00206121	LEOFF HEALTH & WELFARE TRUST	LEOFF POLICE RETIREES	6,446.20
	00206120	LEOFF HEALTH & WELFARE TRUST	FIRE RETIREES	3,223.11
	00206113	HILTNER, PETER	LEOFF1 Medicare Reimb	556.00
	00206105	FORSMAN, LOWELL	LEOFF1 Medicare Reimb	474.10
	00206111	HAGSTROM, JAMES	LEOFF1 Medicare Reimb	361.30
	00206147	SMITH, RICHARD	LEOFF1 Medicare Reimb	249.70
	00206094	DEEDS, EDWARD G	LEOFF1 Medicare Reimb	240.60
	00206083	BARNES, WILLIAM	LEOFF1 Medicare Reimb	222.40
	00206145	SCHOENTRUP, WILLIAM	LEOFF1 Medicare Reimb	222.40
	00206107	GOODMAN, J C	LEOFF1 Medicare Reimb	211.90
	00206124	LYONS, STEVEN	LEOFF1 Medicare Reimb	199.90
	00206153	THOMPSON, JAMES	LEOFF1 Medicare Reimb	196.40
	00206102	ELSOE, RONALD	LEOFF1 Medicare Reimb	182.50
	00206096	DEVENY, JAN P	LEOFF1 Medicare Reimb	182.00
	00206161	WHEELER, DENNIS	LEOFF1 Medicare Reimb	181.70
	00206078	ADAMS, RONALD E	LEOFF1 Medicare Reimb	180.70
	00206119	KUHN, DAVID	LEOFF1 Medicare Reimb	177.20
	00206084	BOOTH, GLENDON D	LEOFF1 Medicare Reimb	177.10
	00206079	AUGUSTSON, THOR	LEOFF1 Medicare Reimb	175.90
	00206086	CALLAGHAN, MICHAEL	LEOFF1 Medicare Reimb	175.90
	00206132	MYERS, JAMES S	LEOFF1 Medicare Reimb	175.90
	00206099	DOWD, PAUL	LEOFF1 Medicare Reimb	175.00
	00206158	WALLACE, THOMAS	LEOFF1 Medicare Reimb	170.10
	00206142	RUCKER, MANORD J	LEOFF1 Medicare Reimb	167.20
	00206123	LOISEAU, LERI M	LEOFF1 Medicare Reimb	165.70
	00206077	ABBOTT, RICHARD	LEOFF1 Medicare Reimb	165.50
	00206115	JOHNSON, CURTIS	LEOFF1 Medicare Reimb	163.70
	00206160	WEGNER, KEN	LEOFF1 Medicare Reimb	144.60
	00206140	RAMSAY, JON	LEOFF1 Medicare Reimb	136.20
<i>Org Key: GGM100 - Emerg Incident Response</i>				
P0109204	00206131	MORGAN SOUND INC	Leightronix for Broadcast Room	9,947.30
P0109294	00206091	CORT PARTY RENTAL	20x20 ft tent purchase. Includ	9,509.39
P0109770	00206091	CORT PARTY RENTAL	20x20x8' tent rental for YFS	813.12

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: GGM160 - King Co CRF Economic Developme</i>				
P0109735	00206155	USPS	USPS MARKETING MAIL	1,920.44
<i>Org Key: GGM606 - Excess Retirement-Fire</i>				
	00206083	BARNES, WILLIAM	LEOFF1 Excess Benefit	1,932.13
	00206090	COOPER, ROBERT	LEOFF1 Excess Benefit	1,890.52
	00206115	JOHNSON, CURTIS	LEOFF1 Excess Benefit	1,065.12
	00206145	SCHOENTRUP, WILLIAM	LEOFF1 Excess Benefit	988.66
	00206140	RAMSAY, JON	LEOFF1 Excess Benefit	574.01
<i>Org Key: GX9995 - Employee Benefits-General</i>				
P0109787	00206081	AWC	2021 AWC Retro Safety Alliance	1,341.52
<i>Org Key: GX9996 - Employee Benefits-Police</i>				
	00206121	LEOFF HEALTH & WELFARE TRUST	LEOFF POLICE	48,285.21
	00206121	LEOFF HEALTH & WELFARE TRUST	LEOFF POLICE SUPPORT	3,995.27
P0109787	00206081	AWC	2021 AWC Retro Safety Alliance	3,717.28
<i>Org Key: GX9997 - Employee Benefits-Fire</i>				
	00206120	LEOFF HEALTH & WELFARE TRUST	LEOFF FIRE ACTIVE	48,984.55
P0109787	00206081	AWC	2021 AWC Retro Safety Alliance	5,620.06
	00206121	LEOFF HEALTH & WELFARE TRUST	BILLING ADJUSTMENTS	0.03
<i>Org Key: GX9998 - Employee Benefits-Maintenance</i>				
P0109787	00206081	AWC	2021 AWC Retro Safety Alliance	2,421.97
P0109791	00206081	AWC	2021 AWC Drug & Alcohol Consor	1,685.00
<i>Org Key: IGMA02 - Alcoholism Program</i>				
P0109778	00206116	KC FINANCE	Q3 2020 Remit Liquor Excise Ta	1,843.29
<i>Org Key: IGVO01 - AWC Assessment</i>				
P0109807	00206081	AWC	2021 AWC Annual City Membershi	18,449.00
<i>Org Key: IS1100 - IGS Mapping</i>				
P0109809	00206103	ESRI	1/25/2021-1/24/2022 ENTERPRISE	6,875.00
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0109793	00206082	BANG THE TABLE USA LLC	Let's Talk 2020 Annual License	8,000.00
P0107116	00206117	KING COUNTY FINANCE	I-NET MONTHLY SERVICES FROM	1,122.00
P0109805	00206156	VERIZON WIRELESS	IGS LOANER (2), WIFI & ON CALL	161.99
P0109804	00206156	VERIZON WIRELESS	CITY CELL PHONES, ANALISA, OLI	40.01
<i>Org Key: IS3101 - GIS Analyst Water Fund</i>				
P0109809	00206103	ESRI	1/25/2021-1/24/2022 ENTERPRISE	6,875.00
<i>Org Key: IS3102 - GIS Analyst Sewer Fund</i>				
P0109809	00206103	ESRI	1/25/2021-1/24/2022 ENTERPRISE	6,875.00
P0109809	00206103	ESRI	1/25/2021-1/24/2022 ENTERPRISE	6,875.00
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0109701	00206118	KING COUNTY TREASURY	PROJECT 1135623 SGNL 78 AND SE	538.68
P0109700	00206118	KING COUNTY TREASURY	PROJECT 1135615 ISLAND CREST W	404.01
P0109800	00206128	MI HARDWARE - ROW	MISC. HARDWARE FOR THE MONTH O	83.83
P0109801	00206085	CADMAN INC	5/8"-MINUS ROCK (66.5 TONS)	36.43

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P0109783	00206130	MI UTILITY BILLS	DEC 2020 PAYMENT OF UTILITY BI	239.06
<i>Org Key: MT2500 - ROW Administration</i>				
P0109776	00206149	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	100.13
<i>Org Key: MT3000 - Water Service Upsizes and New</i>				
P0109801	00206085	CADMAN INC	5/8"-MINUS ROCK (66.5 TONS)	892.51
<i>Org Key: MT3100 - Water Distribution</i>				
P0109801	00206085	CADMAN INC	5/8"-MINUS ROCK (66.5 TONS)	892.50
P0109761	00206109	H D FOWLER	#351-01-403 1/4" ARBOR PILOT D	741.62
P0109759	00206097	DITCH WITCH WEST	REPAIR HOLE HOG	531.26
P0109758	00206104	FERGUSON ENTERPRISES LLC	UNIPRO FOR REPROGRAMING OF MET	350.77
P0109803	00206109	H D FOWLER	2-1/2" FNST & 2-1/2" MNST X 2"	148.32
P0109798	00206129	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	80.15
P0109759	00206097	DITCH WITCH WEST	OIL FOR HAMMER	37.82
<i>Org Key: MT3150 - Water Quality Event</i>				
P0109754	00206143	S&B INC	MEMBRANE ASSEMBLY KIT WITH O-R	1,377.20
P0109755	00206110	HACH COMPANY	KIT, CL17 PRE-ASSY MAINT. POST	815.10
P0109755	00206110	HACH COMPANY	FREE CHLORINE REAGENT SET DPD	931.04
P0109754	00206143	S&B INC	AMPEROMETRIC FILL SOLUTION #4	620.51
P0109754	00206143	S&B INC	GENERAL PURPOSE PH SENSOR WITH	408.10
P0109755	00206110	HACH COMPANY	SPEC COLOR STANDARD LOW RANGE	217.80
<i>Org Key: MT3200 - Water Pumps</i>				
P0109739	00206143	S&B INC	25576 MI MAIN RES	667.43
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0109783	00206130	MI UTILITY BILLS	DEC 2020 PAYMENT OF UTILITY BI	39.84
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P0109774	00206163	WHISTLE WORKWEAR	SAFETY BOOTS	326.63
<i>Org Key: MT3800 - Storm Drainage</i>				
P0109702	00206138	PRO-VAC	CCTV 8" AND 12" LINES	893.00
P0108431	00206136	PACIFIC INDUSTRIAL SUPPLY CO	I90 POD CLEANOUT	434.12
P0109790	00206087	CHEMetrics	DETERGENTS & AMMONIA	226.20
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0106363	00206165	XEROX CORPORATION	2020 COPIER CHARGES	380.49
P0109763	00206088	CLOUD 9 SPORTS LLC	CITY LOGO PATCHES	277.75
P0109764	00206149	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	164.84
P0109746	00206135	OCCUPATIONAL HEALTH CTRS OF WA	DOT Physical Recertification	109.00
P0109737	00206135	OCCUPATIONAL HEALTH CTRS OF WA	PHYSICAL RECERTIFICATION	109.00
<i>Org Key: MT4200 - Building Services</i>				
P0109772	00206148	SOREANO'S PLUMBING INC	REPAIR SHOWERS & TOILETS AT 30	2,693.85
P0109812	00206154	THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINT CITY BLDGS	923.75
P0108748	00206154	THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINT CITY BLDGS	923.75
P0109783	00206130	MI UTILITY BILLS	DEC 2020 PAYMENT OF UTILITY BI	614.37
<i>Org Key: MT4300 - Fleet Services</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0109788	00206157	WA CITIES INSURANCE AUTHORITY	2021 Annual Auto Insurance	37,001.00
P0109785	00206080	AUTONATION INC	FLEET PARTS	1,633.13
<i>Org Key: MT4501 - Water Administration</i>				
P0109788	00206157	WA CITIES INSURANCE AUTHORITY	2021 Annual Liability Insuranc	126,673.00
P0109788	00206157	WA CITIES INSURANCE AUTHORITY	2021 Annual Property Insurance	21,612.00
P0109779	00206150	STATE AUDITOR'S OFFICE	FYE2019 Annual Audit	3,774.70
<i>Org Key: MT4502 - Sewer Administration</i>				
P0109788	00206157	WA CITIES INSURANCE AUTHORITY	2021 Annual Liability Insuranc	37,962.00
P0109788	00206157	WA CITIES INSURANCE AUTHORITY	2021 Annual Property Insurance	16,084.00
P0109779	00206150	STATE AUDITOR'S OFFICE	FYE2019 Annual Audit	3,774.70
<i>Org Key: MT4503 - Storm Water Administration</i>				
P0109788	00206157	WA CITIES INSURANCE AUTHORITY	2021 Annual Liability Insuranc	8,791.00
P0109779	00206150	STATE AUDITOR'S OFFICE	FYE2019 Annual Audit	3,774.66
P0109788	00206157	WA CITIES INSURANCE AUTHORITY	2021 Annual Property Insurance	2,010.00
<i>Org Key: MT6100 - Park Maintenance</i>				
P0109703	00206164	WSDA	2021 PESTICIDE LICENSE RENEWAL	264.00
<i>Org Key: PO0000 - Police-Revenue</i>				
P0109780	00206095	DEPT OF LICENSING	Remit Firearms licensing Fees	900.00
<i>Org Key: PO1800 - Contract Dispatch Police</i>				
P0109773	00206134	NORCOM 911	2021 Quarterly Norcom Fee - Po	134,778.51
<i>Org Key: PO2100 - Patrol Division</i>				
P0109581	00206093	DATEC INC.	505 Keyboard	214.51
<i>Org Key: PO4300 - Police Training</i>				
P0109727	00206092	CRIMINAL JUSTICE TRAINING COMM	Basic Academy - Recruit(s): Sm	6,694.00
<i>Org Key: PR4100 - Community Center</i>				
P0109812	00206154	THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINT CITY BLDGS	923.78
P0108748	00206154	THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINT CITY BLDGS	923.75
<i>Org Key: PR6100 - Park Maintenance</i>				
P0109738	00206118	KING COUNTY TREASURY	2020 SAMPLE COLLECTION AND LAB	2,900.00
P0109782	00206130	MI UTILITY BILLS	DEC 2020 PAYMENT OF UTILITY BI	1,671.71
P0109789	00206112	HERITAGE ENVIRONMENTAL SCVS	SOIL SEMENT PICKUP AND REMOVAL	883.60
P0109799	00206127	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	115.39
<i>Org Key: PR6200 - Athletic Field Maintenance</i>				
P0109782	00206130	MI UTILITY BILLS	DEC 2020 PAYMENT OF UTILITY BI	935.92
<i>Org Key: PR6500 - Luther Burbank Park Maint.</i>				
P0109782	00206130	MI UTILITY BILLS	DEC 2020 PAYMENT OF UTILITY BI	2,138.78
P0109757	00206162	WHISTLE WORKWEAR	MISC. WORK CLOTHES	214.42
P0109757	00206162	WHISTLE WORKWEAR	RAINGEAR	50.00
<i>Org Key: PR6600 - Park Maint-School Related</i>				
P0109740	00206159	WAVE ELECTRICAL LLC	SOUTH MERCER PLAY FIELD MUSCO	899.80
<i>Org Key: PR6900 - Aubrey Davis Park Maintenance</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0109782	00206130	MI UTILITY BILLS	DEC 2020 PAYMENT OF UTILITY BI	629.04
P0109757	00206162	WHISTLE WORKWEAR	SAFETY BOOTS & MISC. WORK CLOT	428.07
P0109757	00206162	WHISTLE WORKWEAR	RAINGEAR	50.00
<i>Org Key: WD301S - Neighborhood Spot Drainage Imp</i>				
P0109802	00206109	H D FOWLER	8" CL 50 DI PIPE	2,440.12
<i>Org Key: WG716T - Thrift Shop Pt of Sale</i>				
P0109592	00206131	MORGAN SOUND INC	Tshop audio/pa system overhaul	11,523.47
<i>Org Key: WP122R - Vegetation Management</i>				
P0108739	00206106	GARDEN CYCLES	Gallagher hill OS Restoration	10,824.00
P0108741	00206106	GARDEN CYCLES	Mercerdale Hillside OS Restora	9,472.00
<i>Org Key: WS160R - Street Related Sewer CIP</i>				
P0109796	00206101	EJ USA INC	6" X 24" RINGS & COVER "SEWER"	6,215.88
P0109796	00206101	EJ USA INC	6" X 24" RINGS & COVER "SEWER"	3,162.94
<i>Org Key: WS713T - SCADA System Upgrade</i>				
P0109762	00206137	PLATT ELECTRIC	ELECTRICAL FITTINGS	561.99
<i>Org Key: YF1200 - Thrift Shop</i>				
P0109592	00206131	MORGAN SOUND INC	Tshop audio/pa system overhaul	2,500.04
P0109592	00206131	MORGAN SOUND INC	Tshop audio/pa system overhaul	1,477.73
P0108748	00206154	THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINT CITY BLDGS	923.78
P0109812	00206154	THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINT CITY BLDGS	923.75
Total				<u>1,457,507.73</u>

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00206077	01/08/2021	ABBOTT, RICHARD LEOFF1 Medicare Reimb		JAN2020B	01/01/2021	165.50
00206078	01/08/2021	ADAMS, RONALD E LEOFF1 Medicare Reimb		JAN2020B	01/01/2021	180.70
00206079	01/08/2021	AUGUSTSON, THOR LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	175.90
00206080	01/08/2021	AUTONATION INC FLEET PARTS	P0109785	OH014117	12/01/2020	1,633.13
00206081	01/08/2021	AWC 2021 AWC Retro Safety Alliance	P0109807	86612	01/01/2021	33,234.83
00206082	01/08/2021	BANG THE TABLE USA LLC Let's Talk 2020 Annual License	P0109793	INV-0542	01/01/2021	8,000.00
00206083	01/08/2021	BARNES, WILLIAM LEOFF1 Medicare Reimb		JAN2020A	01/01/2021	2,154.53
00206084	01/08/2021	BOOTH, GLENDON D LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	177.10
00206085	01/08/2021	CADMAN INC 5/8"-MINUS ROCK (66.5 TONS)	P0109801	5732092	12/17/2020	1,821.44
00206086	01/08/2021	CALLAGHAN, MICHAEL LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	175.90
00206087	01/08/2021	CHEMetrics DETERGENTS & AMMONIA	P0109790	217598	12/22/2020	226.20
00206088	01/08/2021	CLOUD 9 SPORTS LLC CITY LOGO PATCHES	P0109763	DMSH3062	12/30/2020	277.75
00206089	01/08/2021	COMCAST Internet Charges/Fire	P0109766	0460112-DEC20	12/18/2020	200.45
00206090	01/08/2021	COOPER, ROBERT LEOFF1 Excess Benefit		JAN2020A	01/01/2021	1,890.52
00206091	01/08/2021	CORT PARTY RENTAL 20x20x8' tent rental for YFS	P0109294	121537-1	12/30/2020	10,322.51
00206092	01/08/2021	CRIMINAL JUSTICE TRAINING COMM Basic Academy - Recruit(s): Sm	P0109727	201134851	01/01/2021	6,694.00
00206093	01/08/2021	DATEC INC. 505 Keyboard	P0109581	34880	12/21/2020	214.51
00206094	01/08/2021	DEEDS, EDWARD G LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	240.60
00206095	01/08/2021	DEPT OF LICENSING Remit Firearms licensing Fees	P0109780	OH014126	12/30/2020	900.00
00206096	01/08/2021	DEVENY, JAN P LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	182.00
00206097	01/08/2021	DITCH WITCH WEST OIL FOR HAMMER	P0109759	364995/902288	12/11/2020	569.08
00206098	01/08/2021	DMCJA DMCJA Dues 2021	P0109659	2021DMCJADUES	01/01/2021	350.00
00206099	01/08/2021	DOWD, PAUL LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	175.00
00206100	01/08/2021	EASTSIDE FIRE & RESCUE Labor - 8610	P0109767	3767	12/21/2020	379.50
00206101	01/08/2021	EJ USA INC 6" X 24" RINGS & COVER "SEWER"	P0109796	110200103051	12/22/2020	9,378.82
00206102	01/08/2021	ELSOE, RONALD LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	182.50

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00206103	01/08/2021	ESRI 1/25/2021-1/24/2022 ENTERPRISE	P0109809	93956181	01/01/2021	27,500.00
00206104	01/08/2021	FERGUSON ENTERPRISES LLC INVENTORY PURCHASES	P0109758	0939721	12/09/2020	1,637.77
00206105	01/08/2021	FORSMAN, LOWELL LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	474.10
00206106	01/08/2021	GARDEN CYCLES Gallagher hill OS Restoration	P0108741	427	11/24/2020	20,296.00
00206107	01/08/2021	GOODMAN, J C LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	211.90
00206108	01/08/2021	GOVERNMENTJOBS.COM 2021 Subscription Fee	P0109784	INV-17195	01/01/2021	61,023.91
00206109	01/08/2021	H D FOWLER INVENTORY PURCHASES	P0109802	I5669028	12/28/2020	6,497.24
00206110	01/08/2021	HACH COMPANY FREE CHLORINE REAGENT SET DPD	P0109755	12240373/1223779	12/08/2020	1,963.94
00206111	01/08/2021	HAGSTROM, JAMES LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	361.30
00206112	01/08/2021	HERITAGE ENVIRONMENTAL SCVS SOIL SEMENT PICKUP AND REMOVAL	P0109789	2090763	12/22/2020	883.60
00206113	01/08/2021	HILTNER, PETER LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	556.00
00206114	01/08/2021	JIA LIU & MINGCHUN LI REFUND OVERPAY 00640065003		OH014129	12/28/2020	442.12
00206115	01/08/2021	JOHNSON, CURTIS LEOFF1 Medicare Reimb		JAN2020A	01/01/2021	1,228.82
00206116	01/08/2021	KC FINANCE Q3 2020 Remit Liquor Excise Ta	P0109778	2129175	11/23/2020	1,843.29
00206117	01/08/2021	KING COUNTY FINANCE I-NET MONTLY SERVICES FROM	P0107116	11009650	11/30/2020	1,122.00
00206118	01/08/2021	KING COUNTY TREASURY PROJECT 1135615 ISLAND CREST W	P0109738	109327	12/03/2020	3,842.69
00206119	01/08/2021	KUHN, DAVID LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	177.20
00206120	01/08/2021	LEOFF HEALTH & WELFARE TRUST FIRE RETIREES		OH014113	01/01/2021	52,207.66
00206121	01/08/2021	LEOFF HEALTH & WELFARE TRUST LEOFF POLICE RETIREES		OH014112	01/01/2021	58,726.71
00206122	01/08/2021	LN CURTIS & SONS Fire Hooks	P0109769	INV449479	12/18/2020	205.62
00206123	01/08/2021	LOISEAU, LERI M LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	165.70
00206124	01/08/2021	LYONS, STEVEN LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	199.90
00206125	01/08/2021	MANLOWE, ROBERT REFUND OVERPAY 00440387802		OH014128	12/28/2020	515.35
00206126	01/08/2021	METROPRESORT 4TH QTR 2020 B&O PRINTING & MA	P0109777	IN629404	12/28/2020	7,775.90
00206127	01/08/2021	MI HARDWARE - MAINT MISC. HARDWARE FOR THE MONTH O	P0109799	OH014119	12/31/2020	115.39
00206128	01/08/2021	MI HARDWARE - ROW MISC. HARDWARE FOR THE MONTH O	P0109800	OH014120	12/31/2020	83.83

**Accounts Payable Report by Check Number**

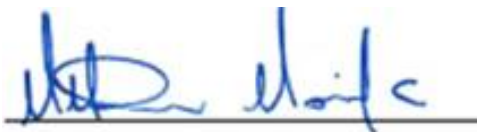
Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00206129	01/08/2021	MI HARDWARE - UTILITY MISC. HARDWARE FOR THE MONTH OF	P0109798	OH014118	12/31/2020	80.15
00206130	01/08/2021	MI UTILITY BILLS DEC 2020 PAYMENT OF UTILITY BI	P0109782	OH014125	12/31/2020	6,268.72
00206131	01/08/2021	MORGAN SOUND INC Leightronix for Broadcast Room	P0109592	MSI104980	12/30/2020	25,448.54
00206132	01/08/2021	MYERS, JAMES S LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	175.90
00206133	01/08/2021	NA, JIYUAN REFUND OVERPAY 00672880003		OH014130	12/28/2020	116.23
00206134	01/08/2021	NORCOM 911 2021 Quarterly Norcom Fee - Fi	P0109773	0000983	01/01/2021	177,150.80
00206135	01/08/2021	OCCUPATIONAL HEALTH CTRS OF WA DOT Physical Recertification	P0109737	69804299	12/09/2020	218.00
00206136	01/08/2021	PACIFIC INDUSTRIAL SUPPLY CO I90 POD CLEANOUT	P0108431	1389253	08/24/2020	434.12
00206137	01/08/2021	PLATT ELECTRIC ELECTRICAL FITTINGS	P0109762	1C06727	12/10/2020	561.99
00206138	01/08/2021	PRO-VAC CCTV 8" AND 12" LINES	P0109702	84107	09/02/2020	893.00
00206139	01/08/2021	PUBLIC SAFETY TESTING INC Fire Quarterly Subscription Fe	P0109768	2020-0926	12/28/2020	300.00
00206140	01/08/2021	RAMSAY, JON LEOFF1 Medicare Reimb		JAN2020A	01/01/2021	710.21
00206141	01/08/2021	RUBY SOLEIMANI REFUND OVERPAY 00354090003		OH014127	12/28/2020	137.73
00206142	01/08/2021	RUCKER, MANORD J LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	167.20
00206143	01/08/2021	S&B INC AMPEROMETRIC FILL SOLUTION #4	P0109739	22576A	12/15/2020	3,073.24
00206144	01/08/2021	SAGE SOFTWARE INC Sage Fixed Asset Database upgr	P0109771	1006399096	12/22/2020	1,645.00
00206145	01/08/2021	SCHOENTRUP, WILLIAM LEOFF1 Medicare Reimb		JAN2020A	01/01/2021	1,211.06
00206146	01/08/2021	SEATTLE PUBLIC UTILITIES NOV 2020 SPU CHARGE FOR RETAIL	P0109792	OH014122	12/31/2020	7,488.00
00206147	01/08/2021	SMITH, RICHARD LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	249.70
00206148	01/08/2021	SOREANO'S PLUMBING INC REPAIR SHOWERS & TOILETS AT 30	P0109772	43697	12/17/2020	2,693.85
00206149	01/08/2021	SOUND SAFETY PRODUCTS MISC. WORK CLOTHES	P0109764	176718/3	12/28/2020	264.97
00206150	01/08/2021	STATE AUDITOR'S OFFICE FYE2019 Annual Audit	P0109779	L139601	12/08/2020	22,648.13
00206151	01/08/2021	SUPERION LLC ONESOLUTION 1ST QUARTER MAINT	P0109808	299632	01/01/2021	12,320.47
00206152	01/08/2021	SUPPLY SOURCE INC, THE INVENTORY PURCHASES	P0109756	2004296	12/14/2020	728.30
00206153	01/08/2021	THOMPSON, JAMES LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	196.40
00206154	01/08/2021	THYSSENKRUPP ELEVATOR CORP ELEVATOR MAINT CITY BLDGS	P0108748	3005452191	09/01/2020	5,542.56

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00206155	01/08/2021	USPS USPS MARKETING MAIL	P0109735	OH014116	01/04/2021	1,920.44
00206156	01/08/2021	VERIZON WIRELESS CITY CELL PHONES, ANALISA, OLI	P0109804	9869764933	12/23/2020	421.80
00206157	01/08/2021	WA CITIES INSURANCE AUTHORITY 2021 Annual Liability Insuranc	P0109788	14915	01/01/2021	851,371.00
00206158	01/08/2021	WALLACE, THOMAS LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	170.10
00206159	01/08/2021	WAVE ELECTRICAL LLC SOUTH MERCER PLAY FIELD MUSCO	P0109740	20150	12/16/2020	899.80
00206160	01/08/2021	WEGNER, KEN LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	144.60
00206161	01/08/2021	WHEELER, DENNIS LEOFF1 Medicare Reimb		JAN2021B	01/01/2021	181.70
00206162	01/08/2021	WHISTLE WORKWEAR MISC. WORK CLOTHES	P0109757	216008/216011	12/10/2020	742.49
00206163	01/08/2021	WHISTLE WORKWEAR SAFETY BOOTS	P0109774	546744	12/12/2020	326.63
00206164	01/08/2021	WSDA 2021 PESTICIDE LICENSE RENEWAL	P0109703	2021PESTICIDEUC	01/01/2021	264.00
00206165	01/08/2021	XEROX CORPORATION 2020 COPIER CHARGES	P0106363	012185665	12/19/2020	380.49
					Total	<u>1,457,507.73</u>

## CERTIFICATION OF CLAIMS

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



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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Date</u>	<u>Amount</u>
---------------	-------------	---------------

EFT Payments

October 2020

**\$2,346,818.23**

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description	Amount
10/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES	ADP Payroll Services <b>1,516.26</b>
10/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES	ADP Payroll Services <b>2,066.82</b>
10/13/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Vimly Benefit SoVimly Bene <i>Employee (payroll withholding)</i> <i>Employer Portion</i>	Employee Insurance Premiums <b>144,263.42</b> \$15,339.00 \$128,924.42
10/1/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AFLAC INSURANCE	Employee Withholding - Payroll <b>777.39</b>
10/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AFLAC INSURANCE	Employee Withholding - Payroll <b>777.39</b>
10/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll <b>1,390.00</b>
10/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll <b>10,377.71</b>
10/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll <b>1,390.00</b>
10/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll <b>9,588.19</b>
10/1/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>1,735.84</b>
10/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>713.24</b>
10/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>124.50</b>
10/15/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>1,315.71</b>
10/22/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>146.91</b>
10/29/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>2,368.47</b>
10/29/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE	Employee Withholding - Payroll <b>190.50</b>
10/29/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE	Employee Withholding - Payroll <b>202.40</b>

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description		Amount
10/13/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS WA53	Employee Withholding - Payroll	599.99
10/26/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS WA53	Employee Withholding - Payroll	599.99
10/9/2020	Outgoing Money Transfer	IAFF Dues	Employee Withholding - Payroll	2,315.12
10/23/2020	Outgoing Money Transfer	IAFF Dues	Employee Withholding - Payroll	2,315.12
10/9/2020	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll	29,320.57
10/23/2020	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll	28,774.00
10/9/2020	Outgoing Money Transfer	VEBA	Employee Withholding - Payroll	5,695.06
10/23/2020	Outgoing Money Transfer	VEBA	Employee Withholding - Payroll	8,696.80
10/8/2020	Outgoing Money Transfer	Kroger	Food Pantry Bulk Gift Cards	5,760.00
10/5/2020	Preauthorized ACH Debit	BOFA MERCH SVCS FEE 430134750159294	Merchant Fee - Boat Launch	354.48
10/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - Boat Launch	30.00
10/5/2020	Preauthorized ACH Debit	BOFA MERCH SVCS FEE 430134260026874	Merchant Fee - City Hall	214.51
10/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - MyBuildingPermit.com	52.68
10/2/2020	Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 000000000259217	Merchant Fee - MyBuildingPermit.com	1,540.81
10/1/2020	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884	Merchant Fee - Parks & Recreation	522.71
10/29/2020	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884	Merchant Fee - Parks & Recreation	120.00
10/6/2020	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483290884	Merchant Fee - Parks & Recreation	331.34
10/6/2020	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483291882	Merchant Fee - Parks & Recreation	56.85

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description		Amount
10/6/2020	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483292880	Merchant Fee - Parks & Recreation	31.90
10/20/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL CAYAN HOLDINGS LPAYMENT	Merchant Fee - Thrift Shop	101.59
10/16/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL CAYAN LLC PROC INV	Merchant Fee - Thrift Shop	5.00
10/2/2020	Preauthorized ACH Debit	MERCHANT SERVICEMERCH FEES930553411164783	Merchant Fee - Thrift Shop	504.37
10/2/2020	Preauthorized ACH Debit	DIRECT DEPOSIT BANKCARD 948908660000035	Merchant Fee - Utility Billing	4,124.74
10/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL INVOICE CLOUD INVOICE CL	Merchant Fee - Utility Billing	75.00
10/7/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA MONTH END	Merchant Fee - Utility Billing	10.00
10/1/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - Utility Billing	15.00
10/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - Utility Billing	30.00
10/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - Utility Billing	15.00
10/19/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - Utility Billing	15.00
10/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - Utility Billing	15.00
10/26/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - Utility Billing	30.00
10/1/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	38.00
10/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	0.95
10/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	3.80
10/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	3.80
10/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	2.85

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description		Amount
10/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>3.80</b>
10/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>6.65</b>
10/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>7.60</b>
10/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>8.55</b>
10/7/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>54.15</b>
10/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>15.20</b>
10/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>6.65</b>
10/13/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>5.70</b>
10/14/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>3.80</b>
10/14/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>6.65</b>
10/14/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>9.50</b>
10/14/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>9.50</b>
10/15/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>1.90</b>
10/15/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>1.90</b>
10/16/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>0.95</b>
10/16/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>6.65</b>
10/16/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>37.05</b>
10/19/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	<b>12.35</b>

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description	Amount
10/20/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 1.90
10/20/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 9.50
10/20/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 61.75
10/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 1.90
10/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 8.55
10/26/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 64.60
10/27/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 2.85
10/27/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 3.80
10/27/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 4.75
10/27/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 6.65
10/29/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 7.60
10/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 1.90
10/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 1.90
10/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 2.85
10/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 5.70
10/5/2020	Preauthorized ACH Debit	BOFA MERCH SVCS FEE 430134260026879	Merchant Fee - VOICE 6.45
10/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - VOICE 25.00
10/5/2020	Preauthorized ACH Debit	BOFA MERCH SVCS FEE 430134260026884	Merchant Fee - YFS LB 6.45

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description	Amount
10/7/2020	Outgoing Money Transfer	ADP PAYROLL	Net Payroll <b>472,571.56</b>
10/21/2020	Outgoing Money Transfer	ADP PAYROLL	Net Payroll <b>461,567.48</b>
10/1/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECTS	NSF - Permit Fee <b>278.10</b>
10/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECTS	NSF - Permit Fee <b>110.44</b>
10/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECTS	NSF - Permit Fee <b>22,656.35</b>
10/19/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECTS	NSF - Permit Fee <b>761.99</b>
10/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECTS	NSF - Permit Fee <b>4,370.17</b>
10/6/2020	Preauthorized ACH Debit	DIRECT DEPOSIT BANKCARD 948908660000035	NSF - ACH Utility Billing <b>599.99</b>
10/9/2020	Deposited Item Returned	CHARGEBACK	NSF - Utility Billing <b>321.99</b>
10/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes <b>157,725.41</b>
		Employee (payroll withholding)	\$117,220.37
		Employer Portion	\$40,505.04
10/22/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes <b>163,481.52</b>
		Employee (payroll withholding)	\$121,940.21
		Employer Portion	\$41,541.31
10/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL LABOR&INDUSTRIESL&I ELF	Payroll Tax <b>107,963.65</b>
10/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT	Remit ExciseTax <b>74,688.53</b>
		Water Utility	\$55,946.60
		Sewer Utility	\$14,872.05
		Stormwater Utility	\$2,485.34
		Thrift Shop	\$1,152.92
		Parks and Recreation	\$231.62
10/27/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT	Remit ExciseTax <b>106,322.18</b>
		Water Utility	\$76,954.66

## Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description	Amount
		<i>Sewer Utility</i>	\$23,788.83
		<i>Stormwater Utility</i>	\$3,792.38
		<i>Thrift Shop</i>	\$1,464.07
		<i>Parks and Recreation</i>	\$322.41
10/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement	<b>123,666.69</b>
		<i>Employee (payroll withholding)</i>	\$57,233.13
		<i>Employer Portion</i>	\$66,433.56
10/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement	<b>65.49</b>
		<i>Employee (payroll withholding)</i>	\$65.49
		<i>Employer Portion</i>	\$0.00
10/7/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement	<b>131,456.46</b>
		<i>Employee (payroll withholding)</i>	\$62,236.88
		<i>Employer Portion</i>	\$69,219.58
10/14/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement	<b>123,602.57</b>
		<i>Employee (payroll withholding)</i>	\$57,217.36
		<i>Employer Portion</i>	\$66,385.21
10/27/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement	<b>122,918.23</b>
		<i>Employee (payroll withholding)</i>	\$56,744.92
		<i>Employer Portion</i>	\$66,173.31
<b>Total</b>			<b>\$ 2,346,818.23</b>

# 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	Date	Amount
--------	------	--------

EFT Payments

November 2020

**\$1,900,292.54**

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description		Amount
11/20/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES	ADP Payroll Services	1,535.10
11/20/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES	ADP Payroll Services	2,111.28
11/9/2020	Outgoing Money Transfer	KROGER - Bulk Grocery Card Purchase	Emergency Assistance - Food Pantry	5,760.00
11/13/2020	Outgoing Money Transfer	KROGER - Bulk Grocery Card Purchase	Emergency Assistance - Food Pantry	5,760.00
11/12/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Vimly Benefit SoVimly Bene	Employee Insurance Premiums	147,817.35
		Employee (payroll withholding)	\$15,365.16	
		Employer Portion	\$132,452.19	
11/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll	151.85
11/6/2020	Outgoing Money Transfer	IAFF Dues	Employee Withholding - Payroll	2,315.12
11/6/2020	Outgoing Money Transfer	VEBA	Employee Withholding - Payroll	5,695.06
11/6/2020	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll	29,135.46
11/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll	1,170.77
11/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll	9,561.22
11/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll	124.50
11/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS WA53000000	Employee Withholding - Payroll	599.99
11/12/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll	1,051.01
11/19/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll	217.02
11/20/2020	Outgoing Money Transfer	IAFF Dues	Employee Withholding - Payroll	2,315.12
11/20/2020	Outgoing Money Transfer	VEBA	Employee Withholding - Payroll	5,695.06
11/20/2020	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll	28,638.47

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description		Amount
11/20/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll	1,440.00
11/20/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll	10,770.66
11/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS WA53	Employee Withholding - Payroll	599.99
11/25/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE	Employee Withholding - Payroll	190.50
11/25/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE	Employee Withholding - Payroll	202.40
11/27/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AFLAC INSURANCE	Employee Withholding - Payroll	777.39
11/27/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll	1,924.30
11/3/2020	Preauthorized ACH Debit	BOFA MERCH SVCS FEE 430134750159294	Merchant Fee - Boat Launch	143.17
11/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - Boat Launch	30.00
11/3/2020	Preauthorized ACH Debit	BOFA MERCH SVCS FEE 430134260026874	Merchant Fee - City Hall	210.61
11/2/2020	Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 000000000259217	Merchant Fee - MyBuildingPermit.com	1,876.12
11/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - MyBuildingPermit.com	29.37
11/5/2020	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483290884	Merchant Fee - Parks & Recreation	191.71
11/5/2020	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483291882	Merchant Fee - Parks & Recreation	56.85
11/5/2020	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483292880	Merchant Fee - Parks & Recreation	31.90
11/2/2020	Preauthorized ACH Debit	MERCHANT SERVICEMERCH FEES930553411164783	Merchant Fee - Thrift Shop	620.97
11/16/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL CAYAN HOLDINGS LPAYMENT	Merchant Fee - Thrift Shop	101.59
11/18/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL CAYAN LLC PROC INV	Merchant Fee - Thrift Shop	4.95
11/2/2020	Preauthorized ACH Debit	DIRECT DEPOSIT BANKCARD 948908660000035	Merchant Fee - Utility Billing	4,977.64

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description		Amount
11/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	3.80
11/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	46.55
11/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		MONTH END	Billing	10.00
11/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	2.85
11/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	2.85
11/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	4.75
11/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	6.65
11/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	5.70
11/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL INVOICE	Merchant Fee - Utility	
		CLOUD INVOICE CL	Billing	75.00
11/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	2.85
11/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	4.75
11/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	5.70
11/6/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	6.65
11/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	3.80
11/10/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	1.90
11/10/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	1.90
11/10/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	3.80
11/10/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	4.75
11/10/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	49.40

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description		Amount
11/12/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	5.70
11/12/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	33.25
11/13/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		REJECT FEE	Billing	15.00
11/13/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	1.90
11/13/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	5.70
11/13/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	14.25
11/16/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	0.95
11/16/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	43.70
11/17/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	0.95
11/17/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	0.95
11/17/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	3.80
11/17/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	6.65
11/18/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		REJECT FEE	Billing	15.00
11/18/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	0.95
11/19/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	8.55
11/20/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	43.70
11/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	9.50
11/24/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		REJECT FEE	Billing	15.00
11/24/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA	Merchant Fee - Utility	
		TRX FEES	Billing	3.80

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description		Amount
11/24/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	6.65
11/24/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	14.25
11/25/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	4.75
11/27/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	6.65
11/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	8.55
11/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing	34.20
11/3/2020	Preauthorized ACH Debit	BOFA MERCH SVCS FEE 430134260026879	Merchant Fee - VOICE	6.45
11/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - VOICE	25.00
11/3/2020	Preauthorized ACH Debit	BOFA MERCH SVCS FEE 430134260026884	Merchant Fee - YFS LB	6.45
11/4/2020	Outgoing Money Transfer	ADP PAYROLL	Net Payroll	467,371.21
11/18/2020	Outgoing Money Transfer	ADP PAYROLL	Net Payroll	495,179.85
11/13/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECTS	NSF - Utility Billing	427.58
11/18/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECTS	NSF - Utility Billing	499.42
11/24/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECTS	NSF - Utility Billing	502.15
11/5/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes	151,417.18
		Employee (payroll withholding)	\$112,294.23	
		Employer Portion	\$39,122.95	
11/19/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes	159,749.77
		Employee (payroll withholding)	\$119,949.40	
		Employer Portion	\$39,800.37	
11/27/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT	Remit Excise Tax	64,595.68

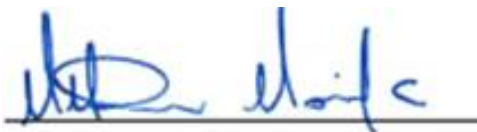
# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description		Amount
		<i>Water Utility</i>	<i>\$45,294.45</i>	
		<i>Sewer Utility</i>	<i>\$14,958.97</i>	
		<i>Stormwater Utility</i>	<i>\$2,484.19</i>	
		<i>Thrift Shop</i>	<i>\$1,598.58</i>	
		<i>Parks and Recreation</i>	<i>\$259.50</i>	
11/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT	Remit Leasehold Excise Tax	<b>5,820.22</b>
11/17/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL DOL FIREARMS LICENSING	Remit Licesnse Fee	<b>468.00</b>
11/24/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL DOL FIREARMS LICENSING	Remit Licesnse Fee	<b>72.00</b>
11/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement	<b>122,608.07</b>
		<i>Employee (payroll withholding)</i>	<i>\$56,237.15</i>	
		<i>Employer Portion</i>	<i>\$66,370.92</i>	
11/24/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement	<b>126,275.50</b>
		<i>Employee (payroll withholding)</i>	<i>\$58,486.42</i>	
		<i>Employer Portion</i>	<i>\$67,789.08</i>	
11/27/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL STATE OF WA-ESD ESD ACH 6	Unemployment	<b>30,885.51</b>
<b>Total</b>				<b>\$ 1,900,292.54</b>

## CERTIFICATION OF CLAIMS

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



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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Date</u>	<u>Amount</u>
---------------	-------------	---------------

EFT Payments

December 2020

**\$4,194,179.51**

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description	Amount
12/28/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES	ADP Payroll Services <b>2,089.06</b>
12/28/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES	ADP Payroll Services <b>2,487.79</b>
12/1/2020	Outgoing Money Transfer	US Bank Safekeeping Services <i>South Mercer Playfields</i> <i>Sewer Lake Line</i> <i>First Hill Water System</i> <i>Improvements</i> <i>MICEC Building</i> <i>Fire Station 92 and Rescue</i> <i>Truck</i>	Debt Payment <i>\$85,100.00</i> <i>\$540,215.00</i> <i>\$88,575.00</i> <i>\$130,300.00</i> <i>\$601,950.00</i> <b>1,446,140.00</b>
12/24/2020	Outgoing Money Transfer	KROGER - Bulk Grocery Card Purchase	Emergency Assistance - Food Pantry <b>8,640.00</b>
12/11/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL Vimly Benefit SoVimly Bene <i>Employee (payroll withholding)</i> <i>Employer Portion</i>	Employee Insurance Premiums <i>\$15,339.00</i> <i>\$132,525.15</i> <b>147,864.15</b>
12/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>3,569.55</b>
12/4/2020	Outgoing Money Transfer	IAFF Dues	Employee Withholding - Payroll <b>2,315.12</b>
12/4/2020	Outgoing Money Transfer	VEBA	Employee Withholding - Payroll <b>5,671.14</b>
12/4/2020	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll <b>32,357.50</b>
12/4/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll <b>1,440.00</b>
12/4/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll <b>8,479.11</b>
12/7/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS WA53	Employee Withholding - Payroll <b>599.99</b>
12/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>124.50</b>
12/10/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>1,691.19</b>
12/17/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll <b>679.81</b>

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description	Amount
12/18/2020	Outgoing Money Transfer	IAFF Dues	Employee Withholding - Payroll 2,235.84
12/18/2020	Outgoing Money Transfer	VEBA	Employee Withholding - Payroll 5,583.46
12/18/2020	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll 33,470.47
12/18/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll 1,440.00
12/18/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll 7,824.33
12/21/2020	Preauthorized ACH Debit	WASHINGTON-DSHS WA53000000	Employee Withholding - Payroll 599.99
12/24/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 1,115.96
12/31/2020	Outgoing Money Transfer	IAFF Dues	Employee Withholding - Payroll 2,235.84
12/31/2020	Outgoing Money Transfer	VEBA	Employee Withholding - Payroll 5,583.46
12/31/2020	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll 32,902.80
12/31/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll 1,440.00
12/31/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll 6,358.11
12/31/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 65.10
12/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - Boat Launch 30.00
12/3/2020	Preauthorized ACH Debit	BANK OF AMERICA FEE 430134750159294	Merchant Fee - Boat Launch 76.13
12/1/2020	Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 000000000259217	Merchant Fee - MyBuildingPermit.com 1,509.64
12/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - MyBuildingPermit.com 21.11
12/8/2020	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483290884	Merchant Fee - Parks & Recreation 208.04
12/8/2020	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483291882	Merchant Fee - Parks & Recreation 56.85

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description	Amount
12/8/2020	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLING 295483292880	Merchant Fee - Parks & Recreation <b>31.90</b>
12/2/2020	Preauthorized ACH Debit	MERCHANT SERVICEMERCH FEES930553411164783	Merchant Fee - Thrift Shop <b>866.37</b>
12/17/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL CAYAN HOLDINGS LPAYMENT	Merchant Fee - Thrift Shop <b>101.59</b>
12/24/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL CAYAN LLC PROC INV	Merchant Fee - Thrift Shop <b>5.05</b>
12/1/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>2.85</b>
12/1/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>4.75</b>
12/2/2020	Preauthorized ACH Debit	DIRECT DEPOSIT BANKCARD 948908660000035	Merchant Fee - Utility Billing <b>4,122.84</b>
12/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA MONTH END	Merchant Fee - Utility Billing <b>10.00</b>
12/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>1.90</b>
12/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>68.40</b>
12/4/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>10.45</b>
12/7/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>6.65</b>
12/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL INVOICE CLOUD INVOICE CL	Merchant Fee - Utility Billing <b>75.00</b>
12/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>1.90</b>
12/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>3.80</b>
12/8/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>4.75</b>
12/9/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>3.80</b>
12/10/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>7.60</b>
12/11/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>7.60</b>

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description	Amount
12/14/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	54.15
12/15/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	2.85
12/15/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	3.80
12/15/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	19.95
12/16/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	57.95
12/17/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	6.65
12/18/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	62.70
12/21/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	1.90
12/21/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	5.70
12/22/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	0.95
12/22/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	4.75
12/22/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	5.70
12/23/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	1.90
12/24/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	4.75
12/28/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	10.45
12/29/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	2.85
12/29/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	5.70
12/29/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	49.40
12/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	4.75

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description	Amount
12/31/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing <b>9.50</b>
12/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - VOICE <b>25.00</b>
12/3/2020	Preauthorized ACH Debit	BANK OF AMERICA FEE 430134260026879	Merchant Fee - VOICE <b>6.45</b>
12/3/2020	Preauthorized ACH Debit	BANK OF AMERICA FEE 430134260026884	Merchant Fee - YFS LB <b>6.45</b>
12/2/2020	Outgoing Money Transfer	ADP PAYROLL	Net Payroll <b>493,649.45</b>
12/16/2020	Outgoing Money Transfer	ADP PAYROLL	Net Payroll <b>476,204.79</b>
12/29/2020	Outgoing Money Transfer	ADP PAYROLL	Net Payroll <b>503,210.52</b>
12/8/2020	Deposited Item Returned	CHARGEBACK	NSF <b>272.17</b>
12/31/2020	Deposited Item Returned	CHARGEBACK	NSF <b>293.61</b>
12/3/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes <b>156,956.96</b>
		<i>Employee (payroll withholding)</i>	<i>\$118,718.51</i>
		<i>Employer Portion</i>	<i>\$38,238.45</i>
12/17/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes <b>158,818.93</b>
		<i>Employee (payroll withholding)</i>	<i>\$120,501.38</i>
		<i>Employer Portion</i>	<i>\$38,317.55</i>
12/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes <b>167,304.89</b>
		<i>Employee (payroll withholding)</i>	<i>\$127,669.38</i>
		<i>Employer Portion</i>	<i>\$39,635.51</i>
12/30/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT	Remit Exise Tax <b>73,261.65</b>
		<i>Water Utility</i>	<i>\$42,072.02</i>
		<i>Sewer Utility</i>	<i>\$23,918.81</i>
		<i>Stormwater Utility</i>	<i>\$3,893.10</i>
		<i>Thrift Shop</i>	<i>\$2,867.59</i>
		<i>Parks and Recreation</i>	<i>\$510.13</i>

# Accounts Payable EFT Report

Item 3.

Date	Type	Vendor Name/Description	Amount
12/14/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement <b>128,405.84</b>
		<i>Employee (payroll withholding)</i>	<i>\$59,614.12</i>
		<i>Employer Portion</i>	<i>\$68,791.72</i>
12/29/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement <b>128,071.24</b>
		<i>Employee (payroll withholding)</i>	<i>\$58,307.64</i>
		<i>Employer Portion</i>	<i>\$69,763.60</i>
12/31/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement <b>129,449.18</b>
		<i>Employee (payroll withholding)</i>	<i>\$59,471.23</i>
		<i>Employer Portion</i>	<i>\$69,977.95</i>
12/2/2020	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA ST DEPT REV TAX PMT	Remit Unclaimed Property <b>5,509.69</b>
12/3/2020	Preauthorized ACH Debit	BANK OF AMERICA FEE 430134260026874	Merchant Fee - City Hall <b>173.10</b>
<b>Total</b>			<b>\$ 4,194,179.51</b>



# CITY OF MERCER ISLAND CERTIFICATION OF PAYROLL

**PAYROLL PERIOD ENDING** **1.8.2021**  
**PAYROLL DATED** **1.15.2021**

Net Cash	\$	507,784.79
Net Voids/Manuals	\$	-
<b>Net Total</b>	<b>\$</b>	<b>507,784.79</b>
Federal Tax Deposit - Key Bank	\$	81,085.76
Social Security and Medicare Taxes	\$	44,687.43
Medicare Taxes Only (Fire Fighter Employees)	\$	2,463.10
Public Employees Retirement System 2 (PERS 2)	\$	25,337.03
Public Employees Retirement System 3 (PERS 3)	\$	5,880.84
Public Employees Retirement System (PERSJM)	\$	879.71
Public Safety Employees Retirement System (PSERS)	\$	223.63
Law Enforc. & Fire fighters System 2 (LEOFF 2)	\$	27,643.51
Regence & LEOFF Trust - Medical Insurance	\$	11,097.88
Domestic Partner/Overage Dependant - Insurance	\$	263.02
Group Health Medical Insurance	\$	1,088.00
Health Care - Flexible Spending Accounts	\$	1,539.61
Dependent Care - Flexible Spending Accounts	\$	230.76
ICMA Deferred Compensation	\$	34,983.81
Fire 457 Nationwide	\$	18,671.40
Roth - ICMA	\$	525.00
Roth - Nationwide	\$	1,050.00
Tax Levy	\$	847.65
Child Support	\$	599.99
Mercer Island Employee Association	\$	245.00
Fire Union Dues	\$	2,113.48
Fire Union - Supplemental Dues	\$	154.00
Standard - Supplemental Life Insurance	\$	21.15
Unum - Long Term Care Insurance	\$	196.45
AFLAC - Supplemental Insurance Plans	\$	388.71
Coffee Fund	\$	116.00
Transportation	\$	62.50
HRA - VEBA	\$	6,008.40
Miscellaneous	\$	(5,270.75)
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$</b>	<b>263,133.07</b>

<b>TOTAL GROSS PAYROLL</b>	<b>\$ 770,917.86</b>
----------------------------	----------------------

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



# CITY COUNCIL MINUTES **REVISED** REGULAR VIDEO MEETING JANUARY 5, 2021

Item 5.

## EXECUTIVE SESSION

At 5:01 pm, Mayor Wong convened an Executive Session for approximately 90 minutes to discuss with legal counsel litigation or potential litigation pursuant to RCW 42.30.110(1)(i) and to receive and evaluate complaints or charges brought against a public officer or employee RCW 42.30.110(1)(f).

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

City Manager Jessi Bon participated from City Hall and City Attorney Bio Park participated in the executive session from a remote location.

At 6:30 pm, City Clerk Estrada announced that the Executive Session was extended to 6:40 pm.

At 6:40 pm, City Clerk Estrada announced that the Executive Session was extended to 6:50 pm.

At 6:50 pm, City Clerk Estrada announced that the Executive Session was extended to 6:55 pm.

At 6:55 pm, Mayor Wong adjourned the Executive Session.

## CALL TO ORDER & ROLL CALL

Mayor Wong called the meeting to order at 6:56 pm from a remote location.

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

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

## PLEDGE OF ALLEGIANCE

Deputy Mayor Weiker delivered the Pledge of Allegiance.

## AGENDA APPROVAL

It was moved by Reynolds; seconded by Weiker to:

**Amend the agenda to include an additional Executive Session following the end of the Open Session, followed by a subsequent Open Session where action may be taken.**

Passed 4-2

FOR: 4 (Reynolds, Rosenbaum, Weiker, and Wong)

AGAINST: 2 (Anderl and Nice)

ABSTAIN: 1 (Jacobson)

It was moved by Reynolds; seconded by Weiker to:

**Approve the agenda as amended.**

Passed 4-3

FOR: 4 (Reynolds, Rosenbaum, Weiker, and Wong)

AGAINST: 3 (Anderl, Jacobson, and Nice)

## STUDY SESSION

## **AB 5793: King County presentation on the Urban Growth Capacity Study and King County Planning Policies Growth Target Update Process.**

Interim Community Planning and Development Director Jeff Thomas introduced King County staff members, Rebeccah Maskin and Karen Wolf. King County staff presented an overview of the work items planned for 2021. This presentation included information about the Countywide Planning Policies update process, how information from the UGCS is used to inform the update process, how Mercer Island fits into Vision 2050 in the High-Capacity Transit regional geography category, and how the Growth Target process generally works.

King County staff explained that the Countywide Planning Policy Growth Target update process is scheduled to be completed by mid-2021. In addition to having updated Countywide Planning Policies, King County and incorporated jurisdictions within will each have updated growth targets for housing and employment. These updated growth targets will serve as a foundation for the next periodic Comprehensive Plan update, planning to 2044.

## **CITY MANAGER REPORT**

City Manager Jessi Bon reported on the following items:

- COVID-19 Update
- Council and Boards & Commissions Update
- Recreation Restart Planning Work
- PROS Plan Restart
- Water Main Break – December 23 at SE 40<sup>th</sup> & 96<sup>th</sup> Ave. SE
- MIPD Theft Response & Prevention
- City Service Updates:
  - Landslide Update – November 28 near 5600 Block of East Mercer Way
  - Mercerdale Park Playground (flooding due to heavy rains)
  - Automated Locks at Park Restrooms
  - Thrift Shop Remodel Project
- Staffing Update:
  - Fire Chief Steve Heitman accepted position as Chief leading the Renton Regional Fire Authority
  - Matt Mornick appointed Finance Director
  - Alaine Sommargren appointed Deputy Public Works Director
- Good News:
  - YFS Foundation Tree Lot netted \$44,000
  - MI Preschool Association raised \$8,956.28 for YFS
  - MIPD receives Christmas Dinner from community
  - Illuminate MI and digital art engagement platform in Town Center

## **APPEARANCES**

Victor Raisys, Mercer Island, addressed the amendment to the 2021-2022 Biennial Budget, adding an allocation for the Mercer Island Chamber of Commerce, and expressed his frustration that the City Council had not followed its rules and procedures in bringing an amendment to the 2021-2022 Biennial Budget. Furthermore, he encouraged the mayor, as the presiding officer of the city council, to perform the duties of the Mayor as outlined in the City Council Rules of Procedure.

There being no additional public comments, Mayor Wong closed Appearances.

## **CONSENT CALENDAR**

### **Approve Accounts Payable Reports for the periods ending:**

- A) December 4, 2020 in the amount of \$588,119.42
- B) December 11, 2020 in the amount of \$148,734.18
- C) December 18, 2020 in the amount of \$756,321.17
- D) December 23, 2020 in the amount of \$280,935.94

E) December 30, 2020 in the amount of \$356,528.30

**Recommended Action:** Certify that the materials or services hereinbefore specified have been received and that all warrant numbers listed are approved for payment.

**Certification of Payroll dated:**

A) December 4, 2020 in the amount of \$737,980.34

B) December 18, 2020 in the amount of \$727,217.28

C) December 31, 2020 in the amount of \$740,543.28

**Recommended Action:** Certify that the materials or services specified have been received and that all fund warrants are approved for payment.

**Approve Minutes of the following meetings:**

A) October 20, 2020 Regular Video Meeting

B) October 22, 2020 Special Joint MISD Video Meeting

C) October 26, 2020 Special Video Meeting

D) November 2, 2020 Special Video Meeting

E) November 17, 2020 Regular Video Meeting

F) December 1, 2020 Regular Video Meeting

**Recommended Action:** Approve the minutes as written.

**AB 5794: Interlocal Agreement for Jail Services with King County.**

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

**AB 5790: Landscape Easement Modification – Xing-hua Project**

**Recommended Action:** Authorize the City Manager to execute an amendment to the easement for planting recorded under King County recording number 8201220491, substantially in the form proposed in Exhibit 3.

**AB 5792: Pump Station Generator and Pump Replacement Closeout**

**Recommended Action:** Accept the completed Pump Station 18 Pump Replacement; Pump Stations 13, 17, and 24 Generator Replacement project and authorize staff to close out the contract.

It was moved by Reynolds seconded by Anderl to:

**Approve the Consent Calendar and the recommendations contained therein.**

Passed 7-0

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

**REGULAR BUSINESS**

**AB 5795: Acceptance of Washington Department of Commerce Coronavirus Emergency Supplemental Fund Grant.**

Council commended staff for pursuing grant funding opportunities.

It was moved by Jacobson; seconded by Rosenbaum to:

**Accept the Washington State Department of Commerce Coronavirus Emergency Supplemental Fund grant in the amount of \$243,129 to restore school-based and emergency assistance staffing to full time for the 2021-2022 biennium.**

Passed 7-0

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

**AB 5788: First Reading of Ordinance No. 21C-01 amending the Mercer Island City Code Title 17, Construction Codes to implement the 2018 Amendments to the State Building Code.**

Interim Community Planning & Development Director Jeff Thomas Jeff Thomas, Building Official Don Cole, and Fire Marshall Jeromy Hicks outlined changes in the first reading of Ordinance No. 21C-01 amending Mercer Island City Code Title 17 regarding Construction Codes to implement the 2018 amendments to the State Building Code.

It was moved by Nice; seconded by Reynolds to:

**Set Ordinance No. 21C-01 to January 19, 2021 for a second reading and adoption.**

Passed 7-0

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

**AB 5791: 2021 City Council Liaison Assignments**

Mayor Wong explained that Councilmembers would remain in their current assignments through 2021 to ensure continuity for staff during what would continue to be a time of great transition due to the COVID-19 Pandemic. The one exception would be the SCA Public Issues Committee. Mayor Wong requested Councilmember Rosenbaum to serve as the regional assignment, while he stepped back and served as the alternate.

**City Boards and Commissions:**

- Arts Council: Nice
- Disability Board: Jacobson and Rosenbaum
- Open Space Conservancy Trust: Anderl
- Parks & Recreation Commission: Jacobson
- Utility Board: Anderl

**Committees:**

- Sustainability Committee: Nice, Reynolds, and Wong

**Local Assignments:**

- MISD Superintendent's Advisory Council: Rosenbaum
- MISD Superintendent Equity Advisory Council: Wong
- Mercer Island PTA Advocacy Committee: Rosenbaum

**Regional Assignments:**

- Eastside Transportation Partnership: Jacobson and Reynolds
- King County-Cities Climate Collaboration (K4C): Weiker
- Renton Airport Advisory Committee: Nice
- SCA Public Issues Committee: Rosenbaum and Wong (alternate)
- WRIA 8 Salmon Recovery Council: Anderl
- Safe Energy Leadership Alliance (SELA): Reynolds

**EXECUTIVE SESSION**

At 9:13 pm, Mayor Wong convened an Executive Session for approximately 30 minutes to receive and evaluate complaints or charges brought against a public officer or employee RCW 42.30.110(1)(f).

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

City Manager Jessi Bon participated from City Hall and City Attorney Bio Park participated in the executive session from a remote location.

At 9:49 pm, City Clerk Estrada announced that the Executive Session was extended to 10:05 pm.

At 9:49 pm, City Clerk Estrada announced that the Executive Session was extended to 10:05 pm.

At 10:05 pm, Mayor Wong adjourned the Executive Session.

No action was taken.

**OTHER BUSINESS****Councilmember Absences**

There were no absences reported

### **Planning Schedule**

City Manager Bon briefly outlined the January 19 planning schedule for Council.

### **Councilmember Reports**

Deputy Mayor Weiker and Councilmember Rosenbaum thanked Fire Chief Steve Heitman for his years of service to the Mercer Island Fire Department.

Councilmember Anderl reported that the Utility Board and Open Space Conservancy Trust met.

Councilmember Jacobson:

ETP – met a few weeks ago. He will send out the report to Council

P&R Commission met December 7 – he will send out memo on that meeting

Mayor Wong reported that he was attending the January 6 Eastside Chamber of Commerce meeting regarding legislative issues and reminded everyone that the YFS Foundation Breakfast was scheduled for February 10.

### **ADJOURNMENT**

The regular Council Meeting adjourned at 10:08 pm.

---

Benson Wong, Mayor

Attest:

---

Deborah A. Estrada, City Clerk



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5789**  
**January 19, 2021**  
**Consent Calendar**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5789: Second Amended and Restated EPSCA ILA	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Authorize the City Manager to sign the Second Amended and Restated EPSCA ILA.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Fire
<b>STAFF:</b>	Steve Heitman, Fire Chief
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Second Amended and Restated EPSCA ILA 2. Resolution No. 1583 3. PSERN Operator ILA
<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

### SUMMARY

The purpose of this agenda bill is to review and approve the Second Amended and Restated Eastside Public Safety Communications Agency (EPSCA) Interlocal Agreement (see Exhibit 1).

### BACKGROUND

The **Eastside Public Safety Communications Agency ("EPSCA")** is one of four owners of the current public safety emergency radio communications system in King County. The other three are Valley Com, Seattle, and King County. In 1992, EPSCA was formed as a separate nonprofit corporation by interlocal agreement, whose members are the five cities of Bellevue, Issaquah, Kirkland, Mercer Island, and Redmond (the "Principals"), and Issaquah joined in 1993. Each of the five Principals has a seat on the Executive Board, which has final decision-making authority on policy issues and oversees the work of the Executive Director.

EPSCA's primary responsibilities are to maintain the public safety 800 MHz radio system in the north and east King County area, and to maintain the handheld radio sets and public safety dispatch consoles that communicate via that system. The EPSCA portion of the 800 MHz system is interoperable with the Seattle, King County, and Valley Com portions, but maintenance decisions are separately controlled by the four owners.

The current system was initially funded by a 1993 county wide property tax levy.

The **Puget Sound Emergency Radio Network (“PSERN”)** is the successor to the current emergency radio communications system. Instead of four separate public owners, a single public owner/operator will be created - the “PSERN Agency.” Similar to EPSCA, the PSERN Agency will be a nonprofit corporation whose members are local governments (cities and the County). PSERN was approved by nearly two-thirds of King County voters in April 2015. The project cost was \$273 million, or 7 cents per \$1,000 in assessed property value over nine years.

The PSERN Agency is established under the PSERN Operator Interlocal Cooperation Agreement, which Council approved at their October 6, 2020 meeting with Resolution No. 1583 (see Exhibit 2). The establishment of the PSERN Agency requires the dissolution of EPSCA as a separate nonprofit corporation and transforms it into a Joint Board, with a member city serving as administrator. The Joint Boards purpose is to select the member cities PSERN Board representative, and any other joint activities under the PSERN Operations ILA (See Exhibit 3).

The four Executive Board members are (1) the Mayor of Seattle or his/her designee, (2) the King County Executive or his/her designee, (3) “a mayor or city manager representing the five EPSCA Principal Cities or his/her designee, selected in a manner agreed to by all EPSCA Cities”, and (4) a mayor or city manager representing the five Valley Com cities or his/her designee, selected in a manner agreed to by all Valley Com cities.

Therefore, through the Second Amended and Restated EPSCA ILA the Principals hereby create the **Eastside Public Safety Agency Joint Board (“Joint Board”)** for the purpose of serving as the group through which the Principals determine to jointly exercise their rights under the PSERN Operator ILA as authorized by the Interlocal Cooperation Act (Ch. 39.34 RCW), for the purpose of choosing their Executive Board member. The Joint Board is not formed as a separate legal entity. The Joint Board is the successor administrative entity to EPSCA for purposes of facilitating the performance by the Principals of their rights and responsibilities under the PSERN Operator ILA to appoint a PSERN Board Member and alternate and any other joint rights and responsibilities under the PSERN Operator ILA.

## RECOMMENDATION

Authorize the City Manager to execute the Second Amended and Restated EPSCA ILA substantially in the form attached as Exhibit 1 to AB 5789.

SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY  
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

VERSION DATED JANUARY 7, 2021

*SUBSTANTIVELY IDENTICAL TO VERSION  
REVIEWED AND APPROVED BY EPSCA BOARD, DECEMBER 12, 2019*

## TABLE OF CONTENTS

RECITALS .....	1
SECTION 1. REORGANIZATION OF EPSCA AS A NONPROFIT CORPORATION .....	2
SECTION 2. TERM OF AGREEMENT; REPLACEMENT OF 1992 AGREEMENT .....	2
SECTION 3. DEFINITIONS .....	3
SECTION 4. EPSCA SERVICES .....	5
SECTION 5. EPSCA POWERS .....	5
SECTION 6. EXECUTIVE BOARD: COMPOSITION AND OPERATION .....	6
SECTION 7. OPERATIONS COMMITTEE .....	8
SECTION 8. AGREEMENTS WITH RESPECT TO PSERN AGENCY AND PSERN OPERATOR ILA .....	10
SECTION 9. EXECUTIVE DIRECTOR .....	12
SECTION 10. PERSONNEL POLICY .....	13
SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION .....	13
SECTION 12. BUDGET, USER FEE FORMULA, PAYMENT OF CHARGES, DELINQUENCIES, RESERVE FUNDS .....	13
SECTION 13. SYSTEM USE .....	14
SECTION 14. CONVERSION OF EXISTING PARTICIPATING AGENCIES, ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS .....	15
SECTION 15. CONTRACTS AND SUPPORT SERVICES .....	16
SECTION 16. RETAINED POWERS OF PARTICIPATING AGENCIES .....	16
SECTION 17. INVENTORY AND PROPERTY .....	16
SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL .....	17
SECTION 19. AMENDMENT OF AGREEMENT .....	17
SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF EPSCA .....	17
SECTION 21. MERGER OR CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS OF EPSCA .....	18
SECTION 22. DISPUTE RESOLUTION .....	18
SECTION 23. INTERGOVERNMENTAL COOPERATION .....	19
SECTION 24. INDEMNIFICATION AND HOLD HARMLESS .....	19
SECTION 25. INSURANCE .....	20
SECTION 26. NOTICE .....	20
SECTION 27. VENUE .....	20
SECTION 28. FILING .....	20
SECTION 29. NO THIRD-PARTY BENEFICIARIES .....	20
SECTION 30. SEVERABILITY .....	20
SECTION 31. RATIFICATION .....	20
SECTION 32. EXECUTION, COUNTERPARTS, AND EFFECTIVE DATE .....	21

EXHIBITS AND APPENDICES

Exhibit A Additional Detail on EPSCA Scope of Services.....24

Exhibit B Draft form of Successor Interlocal Agreement.....B-i

## SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

THIS AGREEMENT, incorporating all exhibits hereto, is entered into by and between the Cities of Bellevue, Issaquah, Mercer Island, Kirkland and Redmond, (collectively, the “Principals”) pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW and has been authorized by the legislative body of each jurisdiction.

### RECITALS

WHEREAS, the Cities of Bellevue, Kirkland, Mercer Island and Redmond in 1992 entered into an interlocal agreement establishing the Eastside Public Safety Communications Agency (“EPSCA”), and the City of Issaquah joined EPSCA by executing an Addendum to that interlocal agreement in 1993 EPSCA (collectively, the “1992 Agreement”); and

WHEREAS, in order to maximize the availability and effectiveness of radio communications at minimum costs the Principals have, through the 1992 Agreement, developed and maintained an integrated emergency and public safety radio communications system in East King County (the “System”) which is part of a regional 800 MHz trunked radio communications network implemented on a county-wide basis in King County (the “Network”); and

WHEREAS, the System and Network improve public safety by making emergency and public safety communications in King County more reliable, increasing the capacity of these systems, allowing different governmental agencies in King County to communicate directly with one another, improving the ability of government agencies to respond in a coordinated manner to a major disaster, and enhancing the safety of front-line emergency response personnel; and

WHEREAS, the 1992 Agreement established a joint board operation for EPSCA and provided that the Executive Board of EPSCA could create a nonprofit corporation to accomplish all or any portion of the purposes of the Agency; and

WHEREAS, in March 2013, the Principals modified the governance and corporate structure of EPSCA and updated other terms of the 1992 Agreement by entering into the Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement, which established EPSCA as a governmental agency formed as a nonprofit corporation under RCW Chapters 39.24 and 24.06; and

WHEREAS, in April 2015, the voters of King County approved funding for a new consolidated public safety radio system, the “Puget Sound Emergency Radio Network System” or “PSERN System,” that when completed will replace EPSCA’s System; and

WHEREAS, in 2015, the Principals, together with King County and the Cities of Auburn, Federal Way, Kent, Renton, Seattle and Tukwila (collectively, the “PSERN member agencies”) entered into an “Implementation Period ILA” designating King County as the lead agency for planning, procurement, financing and implementation of the PSERN System under the oversight of a joint board, which includes a representative jointly selected by the Principals; and

WHEREAS, the PSERN member agencies have entered into a second interlocal agreement, the “Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement” (“PSERN Operator ILA”) which provides for the creation of a separate governmental agency (the “PSERN Agency”), under authority of RCW Chapters 39.34 and 24.06, to assume ownership and control of the PSERN System following the full acceptance of the new PSERN system; and

WHEREAS the PSERN Operator ILA grants to each Principal a right to participate with the other Principals in the selection of a single member to serve on the PSERN Agency executive board (“PSERN Board”), as well as the selection of a designee and alternative for such member, and grants the individual Principals certain other rights; and

WHEREAS, the Principals by entering into this Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement confirm their agreement as to how they will jointly exercise their rights and responsibilities under the PSERN Operator ILA;

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act and Non-profit Corporation Act set forth in chapters 39.34 and 24.06, respectively, of the Revised Code of Washington;

NOW THEREFORE, in consideration of the promises and agreements contained in this agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

#### **SECTION 1. REORGANIZATION OF EPSCA AS A NONPROFIT CORPORATION.**

The Eastside Public Safety Communications Agency (“EPSCA”) is reorganized as a nonprofit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act (Ch. 39.34 RCW) and the 1992 Agreement, and as so reorganized EPSCA shall continue to have all rights and responsibilities assigned it by the Principals as contemplated and accomplished pursuant to the 1992 Agreement, including but not limited to the responsibility for developing, owning, operating and managing the System on behalf of the Principals.

#### **SECTION 2. TERM OF AGREEMENT; REPLACEMENT OF 1992 AGREEMENT.**

This Agreement shall be of unlimited duration, subject to termination provisions contained herein. From and after its effective date, this Agreement replaces the 1992 Agreement which shall be of no further force or effect.

### SECTION 3. DEFINITIONS.

- a. Agreement. The “Agreement” is this Second Amended And Restated Eastside Public Safety Communications Interlocal Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.
- b. 1992 Agreement. The “1992 Agreement” is the Interlocal Agreement Establishing the Eastside Public Safety Communications Agency entered into between the Cities of Bellevue, Redmond, Kirkland and Mercer Island, and including the 1993 Addendum admitting the City of Issaquah as a Principal.
- c. Chief Executive Officer. The “Chief Executive Officer” with respect to any Principal is the individual designated as such by state law; for example, in a council-manager form of city government, the Chief Executive Officer is the city manager; in a council-mayor form of city government, the Chief Executive Officer is the mayor.
- d. EPSCA. “EPSCA” means the Eastside Public Safety Communications Agency.
- e. EPSCA PSERN Board Representative. The “EPSCA PSERN Board Representative” is the person selected by the EPSCA Board pursuant to Section 8 of this Agreement to represent the Original Principals on the PSERN Board.
- f. Executive Director. The “Executive Director” is the chief operating officer for EPSCA appointed by and serving at the pleasure of the Executive Board.
- g. Executive Board. The “Executive Board” is the body described in Section 6 and shall be the executive body of EPSCA.
- h. Member. A “Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board, whether the Chief Executive Officer of such Principal or his/her designated alternate.
- i. Network. The “Network” is the regional public safety communications network for King County of which the System is a part. The Network is currently based on an 800 MHz frequency platform.
- j. Operations Committee. The “Operations Committee” is the advisory body described in Section 7.
- k. Original Principals. The “Original Principals” are the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, each of whom are party to the PSERN Operations Period ILA and have rights under that agreement to jointly appoint an EPSCA PSERN Board Representative.
- l. Participating Agencies. All Principals, and all Subscribers, as they may be so constituted from time to time, are collectively referred to as the “Participating Agencies” or “Participants,” and individually referred to as a “Participating Agency” or “Participant.”
- m. Principal. A “Principal” is a general purpose municipal corporation formed as a city under the laws of the state of Washington which meets the requirements of Section 14.c and has accepted the terms of and is a party to this Agreement, and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive services offered by EPSCA according to such terms and conditions as may be established by the Executive Board.
- n. PSERN Agency. The “PSERN Agency” is the Puget Sound Emergency Radio Network Operator Agency, the governmental agency formed pursuant to the

Operations Period ILA as a separate nonprofit corporation whose members are the parties to the Operations Period ILA.

o. PSERN Operator ILA. The “PSERN Operator ILA” is the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, effective as of December 4, 2020.

p. PSERN System. The “PSERN System” is the Puget Sound Emergency Radio Network System including the land mobile radio system constructed pursuant to the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, by and among King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, entered into in 2015.

q. PSERN Board. The “PSERN Board” is the four-member executive board governing operations of the PSERN Agency.

r. Public Safety Interlocal Operation. A public safety interlocal operation includes a joint operation of fire districts and cities for provision of public fire services and Emergency Medical Services (EMS)s entered into and operating pursuant to Chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW 35.21.730 et. seq. and/or a regional fire protection service authority created pursuant to Chapter 52.26 RCW, or a nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

s. Radio. A “Radio” is an 800 MHz (or successor technology) radio served by the System.

t. Radio Unit Charge. A “Radio Unit Charge” is the cost per Radio charged by EPSCA to all Participating Agencies for services of EPSCA enabling radios owned by Participating Agencies to access and use the System.

u. Regional Agreement. The “Regional Agreement” is the Emergency Radio Communication System Interlocal Cooperation Agreement governing the Network operation and allocation of certain regional levy funds, to which EPSCA is a party, entered into in 1993 between EPSCA, King County, Valley Communications Center, the City of Seattle, and the Port of Seattle.

v. Representative. The term “Representative” refers to the individual representing a Principal or a Subscriber on the Operations Committee, or his/her designated alternate.

w. Simple Majority Vote. A “Simple Majority Vote” of the Governing Board means a majority of the votes of the Members present constituting a quorum and voting, with each Member present and voting having one vote.

x. Subscriber. A “Subscriber” is a general purpose municipal corporation, special district, public school district, public hospital district or other entity formed under the laws of Washington which has agreed to pay EPSCA for Radio maintenance services or other services as offered at a rate or rates according to such terms and conditions as may be established by the Executive Board and evidenced by separate contract between EPSCA and such entity. A Principal may convert or be converted to Subscriber status as provided in Sections 12 and 14.

y. Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds(66%) of all Members of the Executive Board in number; and (2) not less than two-thirds(66%) of the Weighted Vote of all Members of the Executive Board.

z. System. The “System” is the public safety radio communication system operating in East King County developed in common by EPSCA and other governmental agencies in King County, including without limitation the base stations and towers for an 800 MHz system and microwave backbone, as the same may be upgraded over time.

aa. Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Radios bears to the total number of Radios used by all Principals.

**SECTION 4. EPSCA SERVICES.** EPSCA has the responsibility and authority for developing, owning, operating, maintaining and managing the System in East King County, as additionally described in Exhibit A and including but not limited to the following more specifically described services:

- a. Developing, owning, operating, maintaining and managing the System.
- b. Ensuring the System is integrated into the Network and coordinating with regional partners with regards to the operation, maintenance and development of the Network.
- c. Ensuring Radios can access the System by developing and deploying the required interfacing technology.

It is expressly contemplated that this scope of services includes the implementation, operation and maintenance of replacement or upgrades of such components of the System as necessary or appropriate to remain integrated with the Network and excludes the implementation of System capacities or services not necessary or appropriate to remaining integrated with the Network. EPSCA shall also have authority to provide contract services to dispatch centers to maintain dispatch console equipment. Expansion of this scope of services shall require an amendment of this Agreement approved by all the Principals. An expansion of the scope of services is defined as items not within the scope of Section 4 and Exhibit A.

**SECTION 5. EPSCA POWERS.** Through its Executive Board, EPSCA shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Executive Board, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participating Agencies;
- b. Review and approve budget expenditures for EPSCA;
- c. Establish policies for expenditures of budget items for EPSCA;
- d. Review and adopt a personnel policy for EPSCA (if applicable);
- e. Review and approve operating and financial policies for EPSCA;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the EPSCA;
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the state Open Public Meetings Act (Ch. 42.30 RCW);

- h. Maintain and manage records in accordance with the state Public Records Act (Ch. 42.56 RCW) and other applicable state and federal laws and regulations;
- i. Determine what services shall be offered and under what terms they shall be offered, consistent with Section 4;
- j. Retain and terminate an Executive Director;
- k. Create committees to review and make recommendations;
- l. Approve strategic plans;
- m. Approve the addition of new Principals and new Subscribers and the terms of their participating in EPSCA and receipt of EPSCA services;
- n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement;
- o. Establish Radio User Charges and other charges for services provided to Participating Agencies or other parties;
- p. Direct and supervise the activities of the Operations Committee, and the Executive Director;
- q. Make purchases or contract for services necessary to fully implement the purposes of this Agreement;
- r. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;
- s. Receive all funds allocated to EPSCA by Participating Agencies;
- t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of EPSCA;
- u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets;
- v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in EPSCA's name;
- w. Make and alter bylaws for the administration and regulation of its affairs;
- x. Hold radio frequency licenses to enable EPSCA to operate and maintain the System; and
- y. Any and all other lawful acts necessary to further EPSCA's goals and purposes.

#### SECTION 6. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

- a. Composition. EPSCA shall be governed by an Executive Board composed of one (1) representative from each Principal, which representative shall be the Chief Executive Officer of each such Principal or his/her alternate as provided in Section 6.e. Such representatives are referred to as a Member or Members of the Executive Board.
- b. Ex Officio Representative. The Chair (or the Vice Chair in his or her absence) of the Operations Committee shall serve as an ex officio, non-voting member of the Executive Board.
- c. Conditions for Serving on Executive Board. All Members and their alternates shall serve without compensation from EPSCA. Members may serve only for such time as they are the duly appointed, acting or elected Chief Executive Officer of their respective Principal city.

d. Powers. The Executive Board shall have final decision-making authority upon all policy issues and shall exercise the powers described in Section 5. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board (subject to the terms of Section 10).

e. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Executive Board when such Member is absent or unable to serve, provided that each such alternate must be previously designated and must have operational responsibilities within his or her respective agency.

f. Quorum. A simple majority of the Members (or their alternates) in number (excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board) shall constitute a quorum of the Executive Board for purposes of doing business on any issue.

g. Voting. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 6.h or as otherwise specified by Sections 19, 20 and 21 require a Simple Majority Vote for approval. A Member may not split his or her vote on an issue. No voting by proxies shall be allowed.

i. A Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Executive Board shall be authorized to cast votes at the Executive Board only on those matters defined in Section 18.e.

ii. The distribution of Weighted Votes on the Executive Board shall be adjusted annually as of each January 1 based on the number of Radios on the System that are in use by the then current Principals as of April 30 of the preceding year.

h. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:

- i. Approval or amendment of EPSCA budget, including Radio user charges or other service charges;
- ii. A decision to acquire assets, equipment, real or personal property valued at over \$500,000 (subject to the requirements of Section 21);
- iii. Admission of a new Principal;
- iv. Appointing or removing the Executive Director;
- v. Amendment of this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement);
- vi. Adoption or amendment of the EPSCA Bylaws, or amendment of the EPSCA Articles of Incorporation subject to other applicable requirements of Chapter 24.06 RCW; and
- vii. Other actions requiring a two-thirds majority vote under Chapter 24.06 RCW, *excluding* termination, dissolution, merger, consolidation, or sale of all or substantially all assets all of which

shall require approval by 80% of the weighted votes of Principals in accordance with Sections 20 and 21.

i. Officers. The Executive Board shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair is to preside at the meetings of the Executive Board. The Vice-Chair shall assume this role in absence of the Chair. At the first meeting of the Executive Board following the effective date of this Agreement, the officers shall be elected, and shall serve in this capacity through May 31, 2013, whereupon a new Chair and Vice-Chair shall be elected by the Board. Annually thereafter, the Executive Board shall elect a new Chair and Vice-Chair for one-year terms commencing each June 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Executive Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of EPSCA, provided that such persons shall not be Members of the Executive Board.

j. Staffing. The Executive Director shall assign agency staff to support the Executive Board as he or she deems appropriate.

k. Meetings. The Executive Board shall meet as often as it deems necessary and not less than once each calendar quarter, at a time and place designated by the Chair of the Executive Board or by a majority of its Members. Not less than fourteen (14) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair or any two (2) Members upon giving all other Members not less than ten (10) days prior notice. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members (or alternates) may participate in meetings by telephone conference or other comparable means.

l. Articles and Bylaws. Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

m. Consultation with Operations Committee. It is the intent of this Agreement to seek the active participation and advice of Participating Agencies in the determination of EPSCA policies and management. To the extent practicable, all items to come before the Executive Board shall have been previously subject to the review, comment and recommendation of the Operations Committee and the Executive Board shall consider such input from the Operations Committee in its deliberations.

## SECTION 7. OPERATIONS COMMITTEE.

a. Creation and Membership. An Operations Committee is created to serve in an advisory capacity to the Executive Board. The Operations Committee shall be composed of:

- i. The Police Chief or his/her designee from each Principal.
- ii. The Fire Chief or his/her designee from each Principal, *provided that* a Principal that receives fire service from a Public Safety Interlocal Operation may appoint a representative from such entity to serve as a member of the Operations Committee.

Additional members of the Operations Committee may be selected by the Executive Board which shall select at least one representative from among the EPSCA Subscribers, if any.

- b. Committee Representatives. Persons serving on the Operations Committee are referred to as Representatives (or alternates) and shall serve without compensation from EPSCA.
- c. Alternates. Representatives to the Operations Committee may designate one alternate to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies.
- d. Powers. The Operations Committee shall endeavor to promote interagency collaboration, cooperation and information sharing between EPSCA Principals and Subscribers. The Operations Committee shall:
  - i. Assist in the review and development of proposed Agency operating policies and procedures, system development options, proposed service options, rules and regulations for use of EPSCA System equipment and facilities, and such other matters as the Executive Board may direct.
  - ii. Review and comment on the draft budget prior to its submittal to the Executive Board, including proposed Radio User Charges, rates, revenues and expenditures. The Operations Committee shall provide written recommendations with respect to the proposed budget to the Executive Board at the time the proposed budget is submitted to the Board.
  - iii. Make reports and recommendations to the Executive Board from time to time on matters the Operations Committee deems appropriate.
  - iv. Provide advice, information, and recommendations to either the Executive Board or the Executive Director.
- e. Quorum. A quorum at any meeting shall consist of Representatives of the Operations Committee (or their alternates) representing a simple majority of all Principals. Representatives (or alternates) may participate in meetings by telephone conference or other comparable means.
- f. Voting. All actions and recommendations of the Operations Committee shall be approved by majority vote of those present and voting. Each person serving on such Committee shall have one vote, except that in the event a Principal vests its Police and Fire executive duties in one individual who is a member of the Operations Committee, said Representative shall be entitled to cast two (2) votes on matters coming before the Committee. No proxy votes shall be allowed except that an Operations Committee Representative representing a specific Principal may vote by proxy the vote of a Representative who represents the same Principal. There shall be no Weighted Voting.

g. Officers. The Operations Committee shall select a Chair and Vice-Chair from among the membership of the Operations Committee. It will be the function of the Chair to preside at the meetings of the Operations Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be initially elected at the first meeting of the Operations Committee following the effective date of this Agreement, by majority vote of the Representatives on the Operations Committee and shall serve through May 31, 2013. The Operations Committee shall annually elect a Chair and Vice-Chair for one-year terms beginning each June 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Operations Committee shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of the Operations Committee elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term.

h. Staffing. The Operations Committee shall be staffed by the Executive Director and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. The Operations Committee shall meet not less than once every two months, at a time and place designated by the Chair of the Operations Committee or by a majority of its Representatives. Not less than ten (10) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair of the Operations Committee or Representatives representing at least two or more members of the Committee representing at least two different Principals and upon giving all other Representatives not less than seven (7) days prior notice of such meeting. In an emergency, the Operations Committee may dispense written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Representatives.

## SECTION 8. AGREEMENTS WITH RESPECT TO PSERN AGENCY and PSERN OPERATOR ILA.

a. Selection of EPSCA PSERN Board Member, Designee and Alternate. The Original Principals have a joint right under the PSERN Operator ILA to select one PSERN Board member, his or her designee, and an alternate. The Original Principals agree to exercise this right as follows:

- i. Qualifications. The EPSCA PSERN Board Representative must be the Chief Executive Officer of one of the Original Principals. The designee and alternate of the EPSCA PSERN Board Representative as described in the PSERN Operator ILA are deemed by the Original Principals to be a single appointee (referred to as the "Alternate") and must similarly be the Chief Executive Officer of one of the Original Principals.
- ii. Term of Office. Both the EPSCA PSERN Board Representative and Alternate shall be appointed for two-year terms. No person may be so appointed in excess of three consecutive terms.

- iii. Powers. The ESPCA PSERN Board Representative and Alternate shall have all the rights and responsibilities outlined in the PSERN Operator ILA for members of the PSERN Board.
- iv. Responsibilities. The EPSCA PSERN Board Representative and Alternate are expected to take all reasonable steps to keep EPSCA Executive Board Members informed about the activities of the PSERN Agency and the PSERN Board, both in advance of major actions and to confirm decisions made by the PSERN Board. For this purpose, Executive Board meeting agendas shall include a standing item for report by the EPSCA PSERN Board Representative or Alternate. The EPSCA PSERN Board Representative and Alternate are encouraged to provide additional information regarding PSERN between Executive Board meetings as they deem appropriate.
- v. Vacancies. The EPSCA PSERN Board Representative and Alternate shall provide reasonable advance written or email notice to the Executive Board Chair if they wish to or must step down from their positions prior to the end of their appointed terms. Within 30 days of the Chair's receipt of such notice or the next regular Executive Board meeting, whichever is sooner, the Chair shall convene the Executive Board for the purpose of filling any such vacancy.
- vi. Appointment and Removal Process. Except as otherwise provided in Section 8.b, the Original Principals representatives on the Executive Board shall select or remove the EPSCA PSERN Board Representative and Alternate, or fill any vacancies of such positions, at a duly noticed regular or special EPSCA Board Meeting. The affirmative vote of three (3) Original Principals' Executive Board Members is necessary to appoint a PSERN Board Representative or Alternate. A PSERN Board Representative or Alternate may be removed by a vote of four (4) of the Original Principals' EPSCA Board Members at a duly noticed Executive Board meeting.

b. Effect of Withdrawal of an Original Principal. If an Original Principal withdraws from this Agreement, but remains party to the PSERN Operator ILA, that Principal shall continue to participate in the selection or removal of the EPSCA PSERN Board Representative and Alternate by sending its Chief Executive Officer to ESPCA Executive Board meetings where such selection or removal is to be taken up for consideration. The withdrawing Principal's Chief Executive Officer may serve as, and vote in the selection of, the EPSCA PSERN Board Representative or Alternate as if he or she were still a Member of the EPSCA Executive Board. If an Original Principal withdraws from the PSERN Operator ILA, but remains party to this Agreement, its Executive Board Member shall not participate in the selection of the EPSCA PSERN Board Representative or Alternate, and its Chief Executive Officer may not serve in either capacity; and in this event, a vote of not less than sixty-six percent (66%) of the remaining Original

Principal's Executive Board Members is required to confirm or revoke the appointment of the EPSCA PSERN Board Representative or Alternate.

*[Note: equal to 3 of 4 Board members]*

c. Approval of Amendments to the PSERN Operator ILA. The PSERN Operator ILA prescribes that the Original Principals are responsible to determine what constitutes legislative approval or disapproval from their respective cities when an amendment is proposed to the PSERN Operator ILA that cannot be approved by PSERN Board action, as further described in Section 15 of the PSERN Operator ILA. The Original Principals hereby agree that legislative approval when required shall require approval of the legislative bodies of all of the Original Principals remaining party to the PSERN Operator ILA.

d. Successor Agreement Anticipated. The Original Principals hereby state their nonbinding intent that:

- i. The Executive Board shall take action to dissolve EPSCA at such time as the Executive Board in its sole discretion deems appropriate, but not earlier than one (1) year after "Full System Acceptance" as defined in the PSERN Operator ILA. It is understood that the action to dissolve EPSCA triggers a one-year period before the dissolution is effective, per Section 20 of this Agreement.
- ii. A successor agreement to this Agreement, structuring EPSCA as a joint board under RCW 39.34.030 that is not constituted as a separate legal entity, and otherwise incorporating the terms of this Section 8, shall be negotiated and entered into between the Original Principals remaining party to the PSERN Operator ILA to become effective as of the date that EPSCA is dissolved as a nonprofit corporation. A draft of this ILA is appended as Exhibit B.

## SECTION 9. EXECUTIVE DIRECTOR.

a. Responsibilities and Authority. The Executive Board shall be responsible for the appointment and termination of an Executive Director and shall request a recommendation from the Operations Committee regarding any proposed appointment. The Executive Director shall be responsible to the Executive Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer EPSCA in its day-to-day operations consistent with the policies adopted by the Executive Board. The Executive Director shall appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require. Only the Executive Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants may be designated in such manner as the Executive Board may determine subject to Sections 5 and 6.

b. Qualifications, Retention and Termination. The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will"

position and may be terminated from his position as Executive Director upon the Supermajority vote of the Executive Board, without cause.

c. Loaned Staff. It is expressly contemplated that the Executive Director and other staff shall, unless otherwise determined by the Executive Board, be loaned staff who are employees of a Principal, and for whose services the lending Principal shall be fully compensated by agreement between said Principal and EPSCA.

**SECTION 10. PERSONNEL POLICY.** The Executive Director may, as he or she deems necessary from time to time, submit to the Executive Board a proposed EPSCA personnel policy for the Executive Board's approval, rejection or modification; provided that the Executive Director shall first submit any such proposed policies to the Operations Committee for its review and comment. All modifications or revisions to personnel policies must have the final approval of the Executive Board. No personnel policies shall be required unless EPSCA hires staff directly; any personnel policies applicable to loaned staff shall be consistent with the policies of the staff's Principal employer.

**SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION.** The Executive Director shall actively and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of the System so as to provide maximum and ultimate benefits to the members of the general public. The Executive Director shall present his or her recommendations to the Operations Committee and Executive Board from time to time. The Executive Director shall submit quarterly budget and operation performance reports to the Executive Board in a form acceptable to the Executive Board.

**SECTION 12. BUDGET; COST ALLOCATION; PAYMENT OF CHARGES; DELINQUENCIES; RESERVE FUNDS.**

a. Budget Fiscal Year. EPSCA budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The "budget period" corresponds to the fiscal year or years so determined by the Board.

b. Budget Approval. The Executive Director shall develop the proposed operating budget for the next budget period in consultation with the Operations Committee. The Executive Director shall present a proposed budget to the Executive Board by no later than June 30 prior to the commencement of the budget period, together with the Operations Committee's recommendations with respect to the proposed budget. The Executive Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget, including the proposed Radio Unit Charge; and forward same to Principals, no later than August 31. The budget shall be adopted by Supermajority Vote of the Executive Board effective no later than December 31 prior to commencement of the budget period, after: (1) confirmation of continuing Subscriber and other contracts supporting the budget; and (2) confirmation of the approval by the legislative authorities of Principals of their respective shares of the budget, evidenced by resolution or other appropriate method received by EPSCA no later than November 30 preceding the commencement of the budget period; *provided that*, Principals having not less than 66% of the Weighted Votes of the Executive Board and not less than 66% in number of the Principals must so approve. Failure of a Principal to

approve its share of the budget before the commencement of the budget period shall result in the Principal being converted to Subscriber status effective as of the first day of the budget period for which the budget was not approved, per Section 14.

c. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Executive Board as necessary from time to time after each Principal has approved its own budget in order to conform the EPSCA budget to the budgets adopted by the Principals and account for other operating changes including but not limited to changes in the number of Radios held by Participating Agencies.

d. Cost Allocation. The EPSCA budget for System-related costs shall be generally allocated between all Principals and Subscribers based on the number of Radios each Participating Agency has contracted for with EPSCA. In adopting the budget, the Executive Board shall confirm the total budget amount and the Radio Unit Charge, as well as any other fees or charges necessary to fund the proposed budget. The number of Radios allocated to each Participating Agency with respect to the budget period shall be based on the best information available at the time the budget is adopted.

e. Notification of Radio Unit Charge. Based on the action of the Executive Board, the Executive Director shall notify the Principals and Subscribers of the estimated Radio Unit Charge and any other applicable charges for the following budget period no later than September 15 prior to the beginning of the budget period. The Executive Director shall notify the Principals and Subscribers of the final adopted Radio Unit Charge promptly following final adoption of the budget.

f. Payment of Radio Unit Charges and other charges. Radio Unit Charges shall be payable by Principals in quarterly installments no later than January 15, April 15, July 15 and October 15 of each year, or on such schedule as may otherwise be approved by the Executive Board. Contracts with Subscribers for services will provide for payment of User Fees on a basis as approved by the Executive Board.

g. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law, until paid. If a payment is more than three (3) months delinquent, the delinquent Principal shall not be entitled to vote until all delinquent payments together with interest have been paid. A Principal or Subscriber who is six (6) months delinquent in payment loses use of the System until all payments including interest have been made. A Principal who is one year delinquent is deemed to have withdrawn as a Principal and to have withdrawn from the System. Withdrawal does not extinguish the obligation to pay EPSCA for services, together with interest.

h. Terms of Subscriber Contracts. Subscriber contracts shall include terms consistent with these delinquency provisions, that is, interest shall accrue on delinquent payments at the same rate as provided herein, and service may be terminated if fees and interest are not paid in full within six months.

i. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations or capital investments for EPSCA, at levels the Executive Board determines to be appropriate.

### SECTION 13. SYSTEM USE.

a. Use Guidelines. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Interlocal Agreement or any bylaws adopted by EPSCA,

EPSCA may use any available funds for any purpose authorized by this Agreement in connection with an authorized project.

#### SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS.

a. Conversion of Principal to Subscriber. As described in Section 12.b, a Principal may be converted to Subscriber for failure to approve its share of the budget. On the date of such conversion, said former Principal shall:

- i. lose its representation on the Executive Board;
- ii. lose its right to receive a share of EPSCA assets upon dissolution of EPSCA;
- iii. become subject to payment of Radio Unit Charges in accordance with the then applicable Subscribers service contract; and
- iv. be bound by the terms of the then current Subscriber service contract.

The conversion of a Principal to Subscriber shall not discharge or relieve any such Subscriber of its previously incurred obligations as a Principal to EPSCA.

b. Election to Convert to Subscriber. A Principal also may elect to convert to Subscriber status effective January 1 of any year by giving written notice of its intent to the Executive Board no later than July 1 of the preceding year. Such conversion shall be effective as proposed without further action of the Executive Board, barring any basis for terminating the Principal and action thereon by the Executive Board.

c. Additional Principals. A governmental entity meeting the qualifications of a Principal in Section 3.j and this subparagraph (c) may be admitted as an EPSCA Principal upon Supermajority Vote of the Executive Board as required under Section 6.h. In addition to meeting the conditions of Section 3.j, a City seeking to become a Principal must:

- i. Have a population of not less than 5,000;
- ii. Have at least 50% of its geographical area located within the recognized geographical service area of the Agency's service area as identified in EPSCA's 800 MHz licenses;
- iii. accept the terms of this Agreement and the EPSCA Bylaws;
- iv. not be another Subregion or a voting member of any other Subregion participating in the King County 800 MHz Regional Communications System all as defined in the Regional Agreement; and
- v. Not have held Principal status with EPSCA within the five (5) years immediately preceding the date of application to become a Principal.

A Subscriber meeting the qualifications of a Principal may apply to the Executive Board to be converted to Principal status.

d. Other Conditions for Additional Principals. As a condition of becoming a Principal, whether by conversion or new admission, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate, and may set such start date for service as it deems appropriate, it

being the intention of this provision that the addition of new Principals shall not cause pre-existing Participants to incur additional cost.

e. Additional Subscribers. The determination of whether to accept new Subscribers shall be made by the Executive Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals per Section 14.d, it being the intention that the addition of new Subscribers shall not cause pre-existing Participants to incur additional cost.

**SECTION 15. CONTRACTS AND SUPPORT SERVICES.** The Executive Board or the Executive Director with advice of the Operations Committee shall as necessary contract with appropriate local governments or other third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, purchasing and data processing.

**SECTION 16. RETAINED POWERS OF PARTICIPATING AGENCIES.** Each Participating Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to connect to EPSCA's operations, including but not limited to Radios, dispatching equipment, and dispatch and related services. Interconnecting equipment and services will not be included in EPSCA's budget and operational program, except as the Executive Board may determine.

**SECTION 17. INVENTORY AND PROPERTY.**

a. Ownership of Property. The System, including property both real and personal, purchased or otherwise acquired pursuant to or in connection with this Interlocal Agreement shall be owned in the name of the Eastside Public Safety Communications Agency; provided, however, that for valuable consideration received, the Executive Board may convey ownership of specific equipment or components of the System to Principals or Subscribers. EPSCA may, but shall not be required to, own, operate and/or lease radio and/or dispatch facilities under contracts with Principals and Subscribers.

b. Equipment and furnishings for EPSCA's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for EPSCA's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by EPSCA.

c. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to EPSCA, and the values thereof. The Executive Director shall also maintain and annually update by April 30 of each year an inventory of all Radios under service contract to EPSCA from Subscribers and Principals.

d. In the event of dissolution or termination of EPSCA, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

## SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the EPSCA Executive Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b. A Principal who withdraws, is terminated, changes or is changed to Subscriber status shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or notice of change to Subscriber status, to the extent said increased capital and/or operating costs are not recouped through Radio Use Charges or other fees paid by Subscribers for services provided as a result of or through said project. After recouping such costs, the Executive Board may authorize reimbursement based on a depreciated value of the withdrawing or converting Principal's contribution

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to EPSCA.

e. An Executive Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Executive Board which termination is effective at a future date, shall be authorized to cast votes at the Executive Board only on budgets items to be implemented prior to the withdrawal or termination date.

SECTION 19. AMENDMENT OF AGREEMENT. This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board in accordance with Section 6.h, except that any amendment affecting the terms and conditions of membership on the Executive Board, voting rights of Executive Board members, powers of the Executive Board, Principal contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, expansion of the scope of services provided by EPSCA (Section 4), or the conditions of this Section shall require consent of the legislative authorities of all Principals. This section shall not be construed to require unanimous consent for the addition of a new Principal or agreement to serve an additional agency or department of a Principal.

## SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a. This Agreement may be terminated upon the vote of Principals holding at least eighty percent (80%) of the weighted vote of all the Principals. The termination shall be by direction of the Executive Board wind up business by a specified date which date shall be at least one (1) year from the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of EPSCA shall be disposed of in the following manner:

- i. All real and personal property purchased pursuant to this agreement and all unexpended funds or reserve funds, net of all outstanding EPSCA liabilities, shall be distributed to those Principals still participating in EPSCA on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' paid Radio Use Charges over the preceding five (5) years bears to the total of all then remaining Principals' user fees paid during such five-year period.
- ii. In the event outstanding liabilities of EPSCA exceed the value of personal and real property and funds on hand, all Principals shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.
- c. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three (3) Principals remain party to this Agreement, then the Agreement shall terminate one (1) year from the first date that only three (3) Principals remain.
- d. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate any outstanding obligations of EPSCA unless provision is made for those obligations.

**SECTION 21. MERGER OR CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS OF EPSCA.** Approval of the merger or consolidation of EPSCA with another entity, or the sale of all or substantially all assets of EPSCA, shall require the approval of Principals holding at least eighty percent (80%) of the weighted votes of all Principals.

**SECTION 22. DISPUTE RESOLUTION.**

- a. Whenever any dispute arises between the Principals or between the Principals and EPSCA (referred to collectively in this section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this section, which shall also be binding on Subscribers.
- b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.
- c. If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.
- d. If the mediation process cannot be agreed upon within 30 days, or if all parties subject to the dispute agree within 30 days to proceed immediately to arbitration, then the

dispute or concern shall be settled by binding arbitration in accordance with Rules of the American Arbitration Association and Mediation Service, or other agreed upon arbitration rules. The location of the arbitration shall be mutually agreed, and its proceedings will be governed by the laws of Washington. The arbitrator(s) shall be individual(s) skilled in the legal and business aspects of the subject matter of this Agreement. The cost of the arbitration shall be in the discretion of the arbitrator(s), provided, however, that no party shall be obliged to pay more than its own costs and the cost of the arbitrator, if there is one arbitrator, or the costs of its own appointed arbitrator and the third arbitrator, if there are three arbitrators.

**SECTION 23. INTERGOVERNMENTAL COOPERATION.** EPSCA shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of grant funds for equipment and operations and to enhance the effectiveness of public safety dispatch and public safety records operations and to minimize costs of said public service delivery.

**SECTION 24. INDEMNIFICATION AND HOLD HARMLESS.**

a. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal.

b. Each Principal shall defend, indemnify and hold EPSCA and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by EPSCA.

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

d. Each party shall give the other parties proper notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnitees and will, upon the request of the indemnitees, allow the indemnitees to participate in the defense thereof, such participation to be at the expense of the indemnitees. The indemnitees will in any case cooperate fully with the indemnitor in the defense and will, at their expense, provide all relevant documents, witnesses and other assistance within their possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitees without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to

the claim, demand or action so settled. Termination of this Agreement, a Principal's withdrawal from EPSCA, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

**SECTION 25. INSURANCE.** EPSCA shall obtain and provide insurance, to the extent practicable, against loss or liability for the actions of EPSCA's Executive Board, Operations Board, Executive Director and staff. To the extent practicable, all Participating Agencies shall be named as additional insureds on any policy, including pool insurance.

**SECTION 26. NOTICE.** Notices required to be given to EPSCA under the terms of this Agreement shall be directed to the following unless all parties are otherwise notified in writing:

Chair, EPSCA Executive Board  
c/o his/her Principal agency's address

Notices to Principals or Subscribers, Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission), telegram, or personal delivery. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), sent by telegram, or received by personal delivery.

**SECTION 27. VENUE.** The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle.

**SECTION 28. FILING.** As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the King County Department of Records and Elections, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

**SECTION 29. NO THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

**SECTION 30. SEVERABILITY.** The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

**SECTION 31. RATIFICATION.** All prior acts taken by the Principals and EPSCA consistent with this Agreement are hereby ratified and confirmed.

SECTION 32. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE. This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of March 1, 2013, subject to prior filing of same as required by Section 28 hereof, and further subject

to the Agreement having been executed on or prior to such date by all Principals party to the 1992 Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

**City of Bellevue**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
City Attorney

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

**City of Issaquah**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
City Attorney

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

**City of Kirkland**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form:

**City of Mercer Island**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
City Attorney  
Date:\_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

**City of Redmond**

\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
City Attorney  
Date:\_\_\_\_\_

**Exhibit A****Additional Detail on EPSCA Scope of Services**

This Attachment provides additional detail on the scope of services described in Section 4 of the Agreement that EPSCA is authorized to provide. Capitalized terms not defined here have the meanings as defined in the Agreement.

1. Developing, owning, operating, and maintaining the System and any subsequent System upgrades or replacements as necessary or appropriate to ensure the System is integrated with the Network. This includes, without limitation, developing, implementing and ensuring compliance with the rules and regulations regarding use and access of the System by Principals and Subscribers.
2. Participating in the regional development and implementation of any successor or upgraded System or Network.
3. Maintaining dispatch console systems via individual contract with 9-1-1 dispatch centers serving Principals or Subscribers of EPSCA.
4. Provide Principals and Subscriber agencies with technical assistance and guidance with regards to radios and connectivity to the System.
5. Report to user agencies through the Operations Committee regarding new advances, direction, or opportunities with regards to public safety radio communications.
6. Represent EPSCA's interests through participation in regional, state and national forums regarding public safety radio communications, including but not limited to: the Regional Communications Board (RCB) established under the Regional Agreement, and the Radio Executive Policy Committee (REPC) formed to design, build and operate an upgraded regional (multi-county) public safety communications network.
7. Continuously strive to provide improved service levels, capacity and coverage to Principals and Subscribers.
8. Endeavor to find additional revenue streams to help offset costs of providing service to Principals and Subscribers.

**Exhibit B**

**TO SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY  
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT**

**DRAFT FORM OF SUCCESSOR INTERLOCAL AGREEMENT**

*SUBSTANTIVELY IDENTICAL TO VERSION REVIEWED AND APPROVED BY EPSCA  
BOARD ON DECEMBER 12, 2019*

TABLE OF CONTENTS

RECITALS.....	1
SECTION 1. REORGANIZATION OF EPSCA AS A NONPROFIT CORPORATION..	2
SECTION 2. TERM OF AGREEMENT; REPLACEMENT OF 1992 AGREEMENT...	3
SECTION 3. DEFINITIONS. ....	3
SECTION 4. EPSCA POWERS.....	4
SECTION 5. EXECUTIVE BOARD: COMPOSITION AND OPERATION.....	4
SECTION 6. AGREEMENTS WITH RESPECT TO PSERN AGENCY AND PSERN OPERATOR ILA .....	5
SECTION 7. BUDGET, USER FEE FORMULA, PAYMENT OF CHARGES, DELINQUENCIES.....	7
SECTION 8. JOINT BOARD FUND TO BE CREATED; PROPERTY, FUNDS CONTRACTS AND SUPPORT SERVICES .....	7
SECTION 9. RETAINED POWERS OF PARTICIPATING AGENCIES.....	8
SECTION 10. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.....	8
SECTION 11. AMENDMENT OF AGREEMENT.....	8
SECTION 12. TERMINATION OF AGREEMENT; DISSOLUTION OF JOINT BOARD.....	8
SECTION 13. MERGER OR CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS OF JOINT BOARD.....	9
SECTION 14. DISPUTE RESOLUTION.....	9
SECTION 15. INTERGOVERNMENTAL COOPERATION.....	10
SECTION 16. INDEMNIFICATION AND HOLD HARMLESS.....	10
SECTION 17. INSURANCE.....	10
SECTION 18. NOTICE.....	11
SECTION 19. VENUE.....	11
SECTION 20. FILING.....	11
SECTION 21. NO THIRD PARTY BENEFICIARIES.....	11
SECTION 22. SEVERABILITY.....	11
SECTION 23. REPEALER AND RATIFICATION.....	11
SECTION 24. EXECUTION, COUNTERPARTS, AND EFFECTIVE DATE.....	11

EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY JOINT BOARD  
INTERLOCAL AGREEMENT

THIS AGREEMENT, incorporating all exhibits hereto, is entered into by and between the Cities of Bellevue, Issaquah, Mercer Island, Kirkland and Redmond, (collectively, the “Principals”) pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW and has been authorized by the legislative body of each jurisdiction.

RECITALS

WHEREAS, the Cities of Bellevue, Kirkland, Mercer Island and Redmond in 1992 entered into an interlocal agreement establishing the Eastside Public Safety Communications Agency (“EPSCA”), and the City of Issaquah joined EPSCA by executing an Addendum to that interlocal agreement in 1993 EPSCA (collectively, the “1992 Agreement”); and

WHEREAS, in order to maximize the availability and effectiveness of radio communications at minimum costs the Principals through the 1992 Agreement, developed and maintained an integrated emergency and public safety radio communications system in East King County (the “System”) as part of a regional 800 MHz trunked radio communications network implemented on a county-wide basis in King County; and

WHEREAS, in March 2013, the Principals modified the governance and corporate structure of EPSCA and updated other terms of the 1992 Agreement by entering into the Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement, which established EPSCA as a governmental agency formed as a nonprofit corporation under RCW Chapters 39.24 and 24.06; and

WHEREAS, in April 2015, the voters of King County approved funding for a new consolidated public safety radio system, the “Puget Sound Emergency Radio Network System” or “PSERN System”; and

WHEREAS, in 2020, the Principals, together with King County and the Cities of Auburn, Federal Way, Kent, Renton, Seattle and Tukwila (collectively, the “PSERN member agencies”) entered into the “Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement” (“PSERN Operator ILA”) which created a separate governmental agency (the “PSERN Agency”), under authority of RCW Chapters 39.34 and 24.06, to assume ownership and control of the PSERN System following the construction and full acceptance of such system; and

WHEREAS the PSERN Operator ILA grants to each Principal a right to participate with the other Principals in the selection of a single member to serve on the PSERN Agency executive board (“PSERN Board”), as well as the selection of a designee and alternative for such member, and grants the individual Principals certain other rights; and

WHEREAS, the Principals in 2020 entered into a Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement (“2020 Agreement”) confirming their agreement as to how they would jointly exercise their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the PSERN system was constructed and full system acceptance of the system by the PSERN Agency occurred on \_\_\_\_\_ at which point the EPSCA System was fully replaced and no longer in use; and

WHEREAS, on \_\_\_\_\_, the EPSCA Board of Directors (“Board of Directors”) voted to dissolve EPSCA as a nonprofit corporation and terminate the Second Amended and Restated Agreement at the point the dissolution activities are completed, and to thereupon create a joint board through which the Principals will thereafter jointly exercise their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the action to dissolve EPSCA triggered a one-year timeline during which EPSCA would undertake all actions necessary to effect the dissolution, to be completed on \_\_\_\_\_; and

WHEREAS, the Principals have approved this Eastside Public Safety Communications Joint Board Agreement as a successor agreement to the 2020 Agreement, in order to continue to facilitate the joint exercise of their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the Principals intend that this EPSCA Joint Board Agreement go into effect immediately upon the dissolution of EPSCA as a separate nonprofit corporation and the termination of the Second Amended and Restated Agreement; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act and Non-profit Corporation Act set forth in chapters 39.34 respectively, of the Revised Code of Washington;

NOW THEREFORE, in consideration of the promises and agreements contained in this agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

**SECTION 1. CREATION OF EPSCA JOINT BOARD.** The Principals hereby create the **Eastside Public Safety Agency Joint Board (“Joint Board”)** for the purpose of serving as the group through which the Principals determine to jointly exercise their rights under the PSERN Operator ILA as authorized by the Interlocal Cooperation Act (Ch. 39.34 RCW). The Joint Board is not formed as a separate legal entity. The Joint Board is the successor administrative entity to EPSCA for purposes of facilitating the performance by the Principals of their rights and responsibilities under the PSERN Operator ILA to appoint a PSERN Board Member and alternate and any other joint rights and responsibilities under the PSERN Operator ILA.

SECTION 2. TERM OF AGREEMENT; REPLACEMENT OF SECOND AMENDED AND RESTATED AGREEMENT. This Agreement shall be of unlimited duration, subject to termination provisions contained herein. From and after its effective date, this Agreement replaces the 2020 Agreement which shall be of no further force or effect.

### SECTION 3. DEFINITIONS.

bb. Administrator. The “Administrator” is the Principal designated from time to time by the Joint Board, to undertake all administrative functions on behalf of the Joint Board. The initial Administrator shall be the City of \_\_\_\_\_.

cc. Agreement. The “Agreement” is this Eastside Public Safety Communications Agency Joint Board Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

dd. Chief Executive Officer. The “Chief Executive Officer” with respect to any Principal is the individual designated as such by state law; for example, in a council-manager form of city government, the Chief Executive Officer is the city manager; in a council-mayor form of city government, the Chief Executive Officer is the mayor.

ee. EPSCA. “EPSCA” means the Eastside Public Safety Communications Agency, which was dissolved as a separate nonprofit corporation as of the effective date of this Agreement. The Joint Board is the successor to EPSCA.

ff. EPSCA PSERN Board Representative. The “EPSCA PSERN Board Representative” is the person selected by the Joint Board pursuant to Section 8 of this Agreement to represent the Original Principals on the PSERN Board.

gg. Joint Board. The “Joint Board” is the body established by Section 1 of this Agreement.

hh. Member. A “Member” or “Joint Board Member” is the individual representing a Principal on the Joint Board, whether the Chief Executive Officer of such Principal or his/her designated alternate.

ii. Original Principals. The “Original Principals” are the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, each of whom are party to the PSERN Operations Period ILA and have rights under that agreement to jointly appoint an EPSCA PSERN Board Representative.

jj. Principal. A “Principal” is a general purpose municipal corporation formed as a city under the laws of the state of Washington and has accepted the terms of and is a party to this Agreement.

kk. PSERN Agency. The “PSERN Agency” is the Puget Sound Emergency Radio Network Operator Agency, the governmental agency formed pursuant to the Operations Period ILA as a separate nonprofit corporation whose members are the parties to the Operations Period ILA.

ll. PSERN Operator ILA. The “PSERN Operator ILA” is the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, effective\_\_\_\_\_, 2020.

mm. PSERN System. The “PSERN System” is the Puget Sound Emergency Radio Network System including the land mobile radio system constructed pursuant to

the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, by and among King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, entered into in 2015.

nn. PSERN Board. The “PSERN Board” is the four-member executive board governing operations of the PSERN Agency.

oo. Simple Majority Vote. A “Simple Majority Vote” of the Joint Board means a majority of the votes of the Members present constituting a quorum and voting, with each Member present and voting having one vote.

pp. Supermajority Vote. A “Supermajority Vote” means Joint Board approval of an item accomplished by securing affirmative votes of not less than two-thirds (66%) of all Members of the Joint Board in number.

SECTION 4. JOINT BOARD POWERS. The Joint Board shall have all powers allowed by law for a joint board administrative agency created under RCW 39.34.030, as it may be amended, in furtherance of the purpose of the Joint Board as set forth in Section 1.

#### SECTION 5. JOINT BOARD COMPOSITION AND OPERATION.

n. Composition. The Joint Board shall be composed of one (1) representative from each Principal, which representative shall be the Chief Executive Officer of each such Principal or his/her alternate as provided in Section 6.d. Such representatives are referred to as a Member or Members of the Joint Board.

o. Conditions for Serving on Joint Board. All Members and their alternates shall serve without compensation from the Joint Board. Members may serve only for such time as they are the duly appointed, acting or elected Chief Executive Officer of their respective Principal city.

p. Powers. The Joint Board shall have final decision-making authority upon all policy issues and shall exercise the powers described in Section 4. The Joint Board may delegate responsibility for execution of Joint Board policies and directives and for administrative decision-making to the Administrator.

q. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Joint Board when such Member is absent or unable to serve, provided that each such alternate must be previously designated and must have operational responsibilities within his or her respective agency.

r. Quorum. A simple majority of the Members (or their alternates) in number (excluding any Member which per Section 10 has given notice of withdrawal or has which been terminated by vote of the Joint Board) shall constitute a quorum of the Joint Board for purposes of doing business on any issue.

s. Voting. The Joint Board shall strive to operate by consensus. Except as otherwise described in Sections 6, 11, 12 or 13, all Joint Board decisions require a Simple Majority Vote for approval. A Member may not split his or her vote on an issue. No voting by proxies shall be allowed.

i. A Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Joint Board shall be authorized to cast votes at the Executive Board only on those matters defined in Section 10.

t. Officers. The Joint Board shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair is to preside at the meetings of the Joint Board. The Vice-Chair shall assume this role in absence of the Chair. At the first meeting of the Joint Board following the effective date of this Agreement, the officers shall be elected, and shall serve in this capacity through May 31, 202\_\_, whereupon a new Chair and Vice-Chair shall be elected by the Board. Annually thereafter, the Joint Board shall elect a new Chair and Vice-Chair for one-year terms commencing each June 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Joint Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of the Joint Board, provided that such persons shall not be Members of the Executive Board.

u. Staffing. The Administrator shall assign agency staff to support the Joint Board as it deems appropriate.

v. Meetings. The Executive Board shall meet as often as it deems necessary and not less than once every six (6) months, at a time and place designated by the Chair of the Joint Board or by a majority of its Members. Not less than fourteen (14) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair or any two (2) Members upon giving all other Members not less than ten (10) days prior notice. In an emergency, the Joint Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Joint Board Members. Members (or alternates) may participate in meetings by telephone conference or other comparable means.

w. Joint Board Meeting Procedures. Unless otherwise approved by vote of the Joint Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Joint Board.

## SECTION 6. AGREEMENTS WITH RESPECT TO PSERN AGENCY and PSERN OPERATOR ILA.

e. Selection of EPSCA PSERN Board Member, Designee and Alternate. The Original Principals have a joint right under the PSERN Operator ILA to select one PSERN Board member, his or her designee, and an alternate. The Original Principals agree to exercise this right as follows:

vii. Qualifications. The EPSCA PSERN Board Representative must be the Chief Executive Officer of one of the Original Principals. The designee and alternate of the EPSCA PSERN Board Representative as described in the PSERN Operator ILA are deemed by the Original Principals to be a single appointee (referred to as the "Alternate") and must similarly be the Chief Executive Officer of one of the Original Principals.

- viii. Term of Office. Both the EPSCA PSERN Board Representative and Alternate shall be appointed for two-year terms. No person may be so appointed in excess of three consecutive terms.
- ix. Powers. The EPSCA PSERN Board Representative and Alternate shall have all the rights and responsibilities outlined in the PSERN Operator ILA for members of the PSERN Board.
- x. Responsibilities. The EPSCA PSERN Board Representative and Alternate are expected to take all reasonable steps to keep Joint Board Members informed about the activities of the PSERN Agency and the PSERN Board, both in advance of major actions and to confirm decisions made by the PSERN Board. For this purpose, Executive Board meeting agendas shall include a standing item for report by the EPSCA PSERN Board Representative or Alternate. The EPSCA PSERN Board Representative and Alternate are encouraged to provide additional information regarding PSERN between Executive Board meetings as they deem appropriate.
- xi. Vacancies. The EPSCA PSERN Board Representative and Alternate shall provide reasonable advance written or email notice to the Joint Board Chair if they wish to or must step down from their positions prior to the end of their appointed terms. Within 30 days of the Chair's receipt of such notice or the next regular Joint Board meeting, whichever is sooner, the Chair shall convene the Joint Board for the purpose of filling any such vacancy.
- xii. Appointment and Removal Process. Except as otherwise provided in Section 6.b, the Original Principals representatives on the Joint Board shall select or remove the EPSCA PSERN Board Representative and Alternate, or fill any vacancies of such positions, at a duly noticed regular or special EPSCA Board Meeting. The affirmative vote of three (3) Original Principals' Joint Board Members is necessary to appoint a PSERN Board Representative or Alternate. A PSERN Board Representative or Alternate may be removed by a vote of four (4) of the Original Principals' EPSCA Board Members at a duly noticed Joint Board meeting.

f. Effect of Withdrawal of an Original Principal. If an Original Principal withdraws from this Agreement, but remains party to the PSERN Operator ILA, that Principal shall continue to participate in the selection or removal of the EPSCA PSERN Board Representative and Alternate by sending its Chief Executive Officer to Joint Board meetings where such selection or removal is to be taken up for consideration. The withdrawing Principal's Chief Executive Officer may serve as, and vote in the selection of, the EPSCA PSERN Board Representative or Alternate as if he or she were still a Member of the Joint Board. If an Original Principal withdraws from the PSERN Operator ILA, but remains party to this Agreement, its Joint Board Member shall not participate in the selection of the EPSCA PSERN Board Representative or Alternate, and its Chief Executive Officer may not serve in either capacity; and in this event, a vote of not less than sixty-six percent (66%) of the remaining Original Principal's Joint Board

Members is required to confirm or revoke the appointment of the EPSCA PSERN Board Representative or Alternate.

g. Approval of Amendments to the PSERN Operator ILA. The PSERN Operator ILA prescribes that the Original Principals are responsible to determine what constitutes legislative approval or disapproval from their respective cities when an amendment is proposed to the PSERN Operator ILA that cannot be approved by PSERN Board action, as further described in Section 15 of the PSERN Operator ILA. The Original Principals hereby agree that legislative approval when required shall require approval of the legislative bodies of all of the Original Principals remaining party to the PSERN Operator ILA.

#### SECTION 7. BUDGET; COST ALLOCATION; PAYMENT OF CHARGES; DELINQUENCIES.

j. Budget Fiscal Year. The Joint Board's budget fiscal year shall be either the calendar year, or two calendar years as the Joint Board may determine. The "budget period" corresponds to the fiscal year or years so determined by the Joint Board.

k. Budget Approval. The Administrator shall develop the proposed operating budget for the next budget period. The budget shall include such costs as are reasonably necessary to reimburse the Administrator for its expenditures in connection with administering this Agreement and other expenses as may be proposed by the Joint Board. The Administrator shall present a proposed budget to the Joint Board by no later than June 30 prior to the commencement of the budget period. The Joint Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget, and forward same to Principals, no later than August 31. The budget shall be adopted by Majority Vote of the Joint Board effective no later than December 31 prior to commencement of the budget period, after confirmation of the approval by the legislative authorities of Principals of their respective shares of the budget, evidenced by resolution or other appropriate method received by the Joint Board no later than November 30 preceding the commencement of the budget period.

l. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Joint Board as necessary from time to time after each Principal has approved its own budget in order to conform the Joint Board budget to the budgets adopted by the Principals and account for other operating changes.

m. Cost Allocation. Unless otherwise agreed by a Supermajority Vote of the Joint Board, the Joint Board budget shall be allocated equally between all Principals.

n. Payment of share of budget. Each Principal shall pay its share of the approved budget no later than February 15 of each year, or on such schedule as may otherwise be approved by the Joint Board.

o. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law, until paid. If a payment is more than three (3) months delinquent, the delinquent Principal shall not be entitled to vote until all delinquent payments together with interest have been paid. Withdrawal from this Agreement does not extinguish the obligation to pay the Joint Board for services, together with interest.

#### SECTION 8. JOINT BOARD FUND TO BE CREATED; PROPERTY, FUNDS, CONTRACTS AND SUPPORT SERVICES. The Administrator shall establish an

“Operating Fund of the EPSCA Joint Board,” in which all funds of the Joint Board shall be deposited and from which its expenses shall be paid. Any and all real and personal property of the Joint Board shall be held in the name of the Administrator for the benefit of the EPSCA Joint Board. The Administrator, with prior approval of the Joint Board, shall as necessary contract with appropriate third parties for any facilities and services necessary to the operation of the Joint Board.

**SECTION 9. RETAINED POWERS OF PARTICIPATING AGENCIES.** Each Principal shall retain the responsibility and authority for its operational departments with respect to any activities related to public safety radio dispatch and related services. .

**SECTION 10. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.**

f. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Joint Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal’s membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

g. Time is of the essence in giving notice of termination and/or withdrawal.

h. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations under this Agreement.

i. A Joint Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Joint Board which termination is effective at a future date, shall be authorized to cast votes at the Joint Board only on budgets items to be implemented prior to the withdrawal or termination date.

**SECTION 11. AMENDMENT OF AGREEMENT.** This Agreement may be amended upon approval of a Supermajority Vote of the Joint Board, except that any amendment affecting the terms and conditions of membership on the Joint Board, voting rights of Joint Board members, powers of the Joint Board, Principal contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, expansion of the scope of services provided by the Joint Board (Sections 1 and 4), or the conditions of this Section shall require consent of the legislative authorities of all Principals. This Section shall not be construed to require unanimous consent for the addition of a new Principal or agreement to serve an additional agency or department of a Principal.

**SECTION 12. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.**

e. This Agreement may be terminated upon the Supermajority Vote of Principals. The termination shall be by direction of the Executive Board wind up business by a specified date which date shall be at least ninety (90) days from the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

f. Upon termination of this Agreement,

g. all property acquired during the life of the Agreement remaining in ownership of the Joint Board shall be disposed of in the following manner:

- i. All real and personal property purchased pursuant to this agreement and all unexpended funds or reserve funds, net of all outstanding Joint Board liabilities, shall be distributed to those Principals still participating in Joint Board on the day prior to the termination date and shall be apportioned equally between the Principals.
- ii. In the event outstanding liabilities of the Joint Board exceed the value of personal and real property and funds on hand, all Principals shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.
- h. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three (3) Principals remain party to this Agreement, then the Agreement shall terminate one (1) year from the first date that only three (3) Principals remain.
- i. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate any outstanding obligations of the Joint Board unless provision is made for those obligations.

**SECTION 13. MERGER OR CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS OF JOINT BOARD.** Approval of the merger or consolidation of the Joint Board with another entity, or the sale of all or substantially all assets of the Joint Board, shall require the approval of Principals holding at least a Supermajority Vote of all Principals.

**SECTION 14. DISPUTE RESOLUTION.**

- a. Whenever any dispute arises between the Principals or between the Principals and the Joint Board (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.
- b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Joint Board and a representative(s) of the Principal(s) involved in the dispute.
- c. If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.
- d. If the mediation process cannot be agreed upon within 30 days, or if all parties subject to the dispute agree within 30 days to proceed immediately to arbitration, then the dispute or concern shall be settled by binding arbitration in accordance with Rules of the American Arbitration Association and Mediation Service, or other agreed upon arbitration rules. The location of the arbitration shall be mutually agreed, and its proceedings will be governed by the laws of Washington. The arbitrator(s) shall be individual(s) skilled in the legal and business aspects of the subject matter of this Agreement. The cost of the arbitration shall be in the discretion of the arbitrator(s), provided, however, that no party shall be obliged to pay more than its own costs and the

cost of the arbitrator, if there is one arbitrator, or the costs of its own appointed arbitrator and the third arbitrator, if there are three arbitrators.

**SECTION 15. INTERGOVERNMENTAL COOPERATION.** The Joint Board shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of grant funds for equipment and operations and to enhance the effectiveness of public safety dispatch and public safety records operations and to minimize costs of said public service delivery.

**SECTION 16. INDEMNIFICATION AND HOLD HARMLESS.**

c. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal.

d. Each Principal shall defend, indemnify and hold the Joint Board and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Joint Board.

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

d. Each party shall give the other parties proper notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnitees and will, upon the request of the indemnitees, allow the indemnitees to participate in the defense thereof, such participation to be at the expense of the indemnitees. The indemnitees will in any case cooperate fully with the indemnitor in the defense and will, at their expense, provide all relevant documents, witnesses and other assistance within their possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitees without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement, a Principal's withdrawal from the Joint Board, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

**SECTION 17. INSURANCE.** The Joint Board shall obtain and provide insurance, to the extent practicable, against loss or liability for the actions of the Joint Board, Operations

Board, Executive Director and staff. To the extent practicable, all Principals shall be named as additional insureds on any policy, including pool insurance.

SECTION 18. NOTICE. Notices required to be given to the Joint Board under the terms of this Agreement shall be directed to the following unless all parties are otherwise notified in writing:

Chair, EPSCA Joint Board  
c/o his/her Principal agency's address

Notices to Principals or Members required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission), telegram, or personal delivery. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Joint Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), sent by telegram, or received by personal delivery.

SECTION 19. VENUE. The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle.

SECTION 20. FILING. As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the King County Department of Records and Elections, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

SECTION 21. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION 22. SEVERABILITY. The invalidity or any clause, sentence, paragraph, subdivision, Section or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

SECTION 23. RATIFICATION. All prior acts taken by the Principals and the Joint Board consistent with this Agreement are hereby ratified and confirmed.

SECTION 24. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE. This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of \_\_\_\_\_, subject to prior filing of same as required by Section 20 hereof, and further subject to the

Agreement having been executed on or prior to such date by all Principals party to the Second Amended and Restated Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

**City of Bellevue**

**City of Issaquah**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

**City of Kirkland**

**City of Mercer Island**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

**City of Redmond**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
City Attorney

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

**CITY OF MERCER ISLAND, WASHINGTON  
RESOLUTION NO. 1583**

**A RESOLUTION OF THE CITY OF MERCER ISLAND AUTHORIZING AND  
DIRECTING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY,  
THE PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR  
INTERLOCAL COOPERATION AGREEMENT.**

WHEREAS, King County currently has a countywide emergency public safety radio network. The King County Emergency Radio Communication System ("KCERCS") supports over seventeen thousand radios and nearly two hundred separate police, fire, emergency medical and other governmental agencies.

WHEREAS, portions of KCERCS are separately owned by the Eastside Public Safety Communications Agency, Valley Communications Center, the City of Seattle, and King County with a jointly owned switch controlling the entire network.

WHEREAS, KCERCS is over twenty years old and is increasingly unsupported by the supplier of the system's equipment, software, and related parts.

WHEREAS, the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila and King County ("Parties") determined that it is in the public interest that a new public safety radio system, referred to as the Puget Sound Emergency Radio System ("PSERN"), be implemented to provide public safety agencies and other user groups in the region with improved coverage and capacity, as well as uniformly high-quality radio communications.

WHEREAS, the Parties entered into the Puget Sound Emergency Radio Implementation Period Interlocal Cooperation Agreement ("Implementation Period ILA") that designates King County as the lead agency for planning, procurement, financing, implementation, and limited operation of PSERN. The Implementation Period ILA also establishes a Joint Board to oversee the PSERN Project implementation.

WHEREAS, the Parties each gave 800 MHz frequencies to the PSERN Project that will become the new PSERN system and will eventually be owned by the PSERN Operator, and

WHEREAS, the Parties to the Implementation Period ILA have negotiated a separate agreement, the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement to create a new separate governmental agency under RCW 39.34.030(3)(b) that is organized as a non-profit corporation under Chapter 24.06 RCW to assume the ownership and control of PSERN following full system acceptance.

WHEREAS, in addition to creating the new agency to be called the PSERN Operator, the PSERN Operator ILA establishes the terms for governance of the PSERN Operator and the terms under which the PSERN Operator will undertake responsibility for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN system during its useful life.

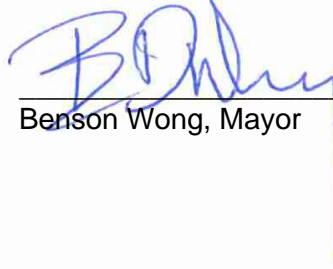
WHEREAS, the PSERN Joint Board, created by the Implementation Period ILA, approved the PSERN Operator ILA by unanimous vote, now, therefore,

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

**Section 1.** The city council of the city of Mercer Island authorizes the City Manager to sign all documents necessary to enact the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement in substantially the same form as Attachment A to this resolution, with King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Redmond, Renton, Seattle and Tukwila for the Puget Sound Emergency Radio Network Operator, to take all actions necessary to implement the terms of the interlocal agreement.

**PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON,  
AT ITS REGULAR MEETING ON OCTOBER 6, 2020.**

CITY OF MERCER ISLAND

  
Benson Wong, Mayor

ATTEST:

  
Deborah A. Estrada, City Clerk

## PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR INTERLOCAL COOPERATION AGREEMENT

This Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to chapter 39.34 RCW (the "Interlocal Cooperation Act") by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (individually, a "Party" and collectively, the "Parties").

### RECITALS

A. The Parties, under various interlocal agreements, have been responsible for the ownership, operation and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system's equipment, software and related repairs.

B. The Parties determined that it is in the public interest that a new public safety radio system be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, as well as uniformly high-quality emergency radio communications. Said new system is referred to herein as the "Puget Sound Emergency Radio Network System" or "PSERN System."

C. The costs of implementing the PSERN System are financed through a funding measure approved by voters at the April 2015 election.

D. The Parties executed a separate agreement ("Implementation Period ILA") that designates King County to act as the lead agency for planning, procurement, financing and implementation of the PSERN System with the oversight of a Joint Board established pursuant to the Implementation Period ILA.

E. The Implementation Period ILA contemplates that the Parties will create a new separate governmental agency under RCW 39.34.030(3)(b) that is organized as a non-profit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act to assume the ownership and control of the PSERN System following Full System Acceptance and be responsible for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System during its useful life.

F. The purpose of this Agreement is to create the new governmental agency to be known as the "PSERN Operator" and establish the terms for governance of the PSERN Operator and the terms under which the PSERN Operator will undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System. NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

## 1.0 RULES OF CONSTRUCTION AND DEFINITIONS

### 1.1 Rules of Construction

1.1.1 Unless the context requires otherwise, the singular form of a word shall also mean and include the plural (and vice versa), and the masculine gender shall also mean and include the feminine and neutral genders (and vice versa).

1.1.2 References to statutes or regulations include all current and future statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

1.1.3 References to sections, exhibits, attachments or appendices to this Agreement and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs and other divisions bearing the same number as a prefix.

1.1.4 The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

1.1.5 The words “shall” or “will” shall be deemed to require mandatory action.

1.1.6 Words such as “herein,” “hereof” and “hereunder” are not limited to the specific provision within which such words appear but shall refer to the entire Agreement taken as a whole.

1.1.7 Words such as “person” or “party” shall be deemed to include individuals, political subdivisions, governmental agencies, associations, firms, companies, corporations, partnerships, and joint ventures.

1.1.8 References to “days” shall mean calendar days unless expressly stated to be “Business Days.” If the due date for a task, payment, or any other requirement falls on a Saturday, Sunday or holiday observed by King County, the due date shall be deemed to be the next Business Day.

1.1.9 The headings and captions inserted into this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

1.1.10 This Agreement was negotiated and prepared by the Parties and their respective attorneys. The Parties acknowledge and agree that the rule of construction that an ambiguous contract should be construed against the drafter shall not be applied in any construction or interpretation of this Agreement.

## 1.2 Definitions

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

1.2.1 Board of Directors or Board means the board described in Section 4.0 of this Agreement and shall be the governing body of the PSERN Operator.

1.2.2 Agreement means this Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, as it may hereafter be amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

1.2.3 Consolidated Service Area means those geographic areas of King County, Pierce County and Snohomish County, Washington, previously served by the emergency radio networks of King County, the City of Seattle, EPSCA and Valley Com, and which areas are to be prospectively served by the PSERN System. The Consolidated Service Area shall also include those other geographic areas that are added to the area served by the PSERN System as expanded in accordance with action of the Board of Directors.

1.2.4 Director means a person designated as a member of the Board of Directors pursuant to Section 4.2 of this Agreement.

1.2.5 Dispatch Center means an organization that has entered into an agreement with King County or the PSERN Operator for console service on the PSERN System.

1.2.6 EPSCA means the Eastside Public Safety Communications Agency, formed pursuant to chapters 39.34 and 24.06 RCW, created by the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, or its successor agency.

1.2.7 Executive Director means the chief executive officer for the PSERN Operator appointed by and serving at the pleasure of the Board of Directors.

1.2.8 Full System Acceptance or FSA means the determination issued to the PSERN System Contractor upon the Contractor satisfactorily completing the final system development phase milestone pursuant to King County Contract No. 5729347 (Contract for the Design, Development, Implementation, Testing and On-Going Support, Maintenance and Upgrade of the Puget Sound Emergency Radio System, executed on December 17, 2014).

1.2.9 KCERS means the King County Emergency Radio Communication System.

1.2.10 Operations Period means the period that commences with the first full month after FSA and continuing through the life of the PSERN System.

1.2.11 PSERN Transitional Employee means an individual: (1) who, at the time of FSA, is employed by King County, the City of Seattle, EPSCA, or ValleyCom in a management, administration, finance, operations, and/or maintenance position for a subregion of KCERCS; (2) whose employment with King County, the City of Seattle, EPSCA, or ValleyCom will be eliminated as a direct result of the PSERN project; and (3) who will not be hired by the PSERN Operator in a comparable capacity because the PSERN Operator has no or fewer comparable positions.

1.2.12 Puget Sound Emergency Radio Network Operator or PSERN Operator means the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purpose of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period.

1.2.13 Puget Sound Emergency Radio Network System or PSERN System means the land mobile radio system constructed under the Implementation Period ILA. It also means all equipment, software, and other work deployed during the Operations Period to provide public safety communication service(s) or an addition to an existing infrastructure during the Operations Period to provide new or additional public safety communication service(s).

1.2.14 System means an infrastructure that is deployed to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s).

1.2.15 Service Rate means the rate or rates charged to User Agencies in accordance with the Rate Model at Exhibit A, or as it may be amended by action of the Board of Directors.

1.2.16 Services means voice, data, video, or other communication services provided to User Agencies and Dispatch Centers through an agreement with King County or the PSERN Operator.

1.2.17 User Agency means an entity that is authorized under an agreement with King County or the PSERN Operator to register and use a radio or other device on the PSERN System.

1.2.18 Valley Communications Center or Valley Com means the Governmental Administrative Agency formed by interlocal agreement under Chapter 39.34 RCW, created by the cities of Auburn, Federal Way, Kent, Renton, and Tukwila.

## **2.0 DURATION OF AGREEMENT**

This Agreement shall be effective on the date it is last signed by an authorized representative of each the Parties and is filed and/or posted as provided in Section 15.2 ("Effective Date"). This Agreement shall remain in effect until terminated as provided in Section 12.0.

### **3.0 PURPOSE OF THE AGREEMENT; FINANCING; SERVICES**

The purpose of this Agreement is to provide communication Services throughout the Operations Period to User Agencies and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the Consolidated Service Area. To effectuate this purpose, the Parties hereby create a governmental administrative agency called the “Puget Sound Emergency Radio Network Operator”. The Parties each assign to the PSERN Operator the responsibility of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period as permitted by the Interlocal Cooperation Act. The PSERN Operator shall be formed pursuant to RCW 39.34.030(3)(b) and shall be organized as a nonprofit corporation under chapter 24.06 RCW.

The Parties hereto acknowledge and agree that each is executing this Agreement in order to facilitate the creation of the PSERN Operator as a separate governmental administrative agency pursuant to the Interlocal Cooperation Act and not a “joint board” within the meaning of RCW 39.34.030(4)(a). All debts, obligations and liabilities incurred by the PSERN Operator shall be satisfied exclusively from the assets and properties of the PSERN Operator and no creditor or other person shall have any right of action against the Parties hereto, the User Agencies or any other public or private entity or agency on account of any debts, obligations, or liabilities of the PSERN Operator unless explicitly agreed to in writing by the Party hereto, the User Agency, or such entity or agency.

The expenses of the PSERN Operator shall be financed through a funding measure approved by voters at the April 2015 election and with user fees (Service Rates) to be assessed against and paid by all User Agencies. It is the intent of the Parties that Service Rates be computed as provided in Exhibit A and be set to cover all operating expenses of the PSERN Operator, unless otherwise directed by the Board of Directors.

This Agreement shall not obligate the Parties to incur debt on behalf of the PSERN Operator. Each Party’s financial obligations to PSERN shall be limited to payment of Service Rates unless otherwise agreed upon in writing.

The PSERN Operator shall have the responsibility and authority for providing communication Services as provided in this Agreement, including but not limited to owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period and all related incidental radio communications functions.

### **4.0 BOARD OF DIRECTORS**

#### **4.1 Creation of Board of Directors**

The PSERN Operator shall be governed by a Board of Directors that is hereby created pursuant to the Interlocal Cooperation Act and chapter 24.06 RCW that shall act in the best interests of PSERN and in furtherance of the purpose of this Agreement. The

Board's composition, powers, responsibilities, quorum and meeting requirements shall be included in the PSERN Operator's articles of incorporation or bylaws.

#### 4.2 Composition of the Board of Directors

4.2.1 The Board of Directors shall be composed of the four following voting members:

4.2.1.1 the King County executive, or a designee of the executive approved by the King County council;

4.2.1.2 the City of Seattle mayor, or his/her designee;

4.2.1.3 one mayor or city manager or his/her designee representing the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond (the "EPSCA Cities"); and

4.2.1.4 one mayor or city manager or his/her designee representing the Cities of Auburn, Federal Way, Kent, Renton and Tukwila (the "Valley Com Cities").

4.2.2 The Board of Directors shall also include two nonvoting members to comment and participate in discussions but who are not entitled to vote on any matter. One nonvoting member shall be appointed by the King County Police Chiefs Association and one member selected jointly by the King County Fire Commissioners Association and the King County Fire Chiefs Association.

4.2.3 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall provide written notice of its initial Board of Directors member and alternate member to the Chair of the Joint Board established under the Implementation Period ILA. Thereafter, notice of a change to a Party's Board of Directors member or alternate shall be effective upon delivery of written notice to the Chair of the Board of Directors. The notice shall include the name and contact information for the new member or alternate.

4.2.4 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall promptly replace any vacancy in its Board of Directors member or alternate and may, at any time, replace its Board of Directors member or alternate by giving notice as provided in Section 4.2.3. If the County or the City of Seattle fails to fill a vacancy for its Board of Directors member and alternate, its chief executive officer or his/her designee shall attend all meetings until one of the vacancies is filled. If one of the groups of cities listed in Sections 4.2.1.3 or 4.2.1.4 fails to fill a vacancy for its Board of Directors member and alternate, then the chief executive officer or his/her designee of one of the cities in that group shall attend all meetings until one of the vacancies is filled.

4.2.5 The officers of the PSERN Operator shall consist of a Chair, Vice Chair, a Secretary, a Treasurer and such other officers and assistant officers as may be

deemed necessary and set forth in the bylaws. Any two or more offices may be held by the same person, except the offices of Chair and Secretary. The officers shall be elected from among the voting members of the Board. The Chair shall preside at the meetings of the Board of Directors. The Vice Chair shall serve in the absence of the Chair.

#### 4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Board of Directors shall be all four of the Board members who have voting authority. Action by the Board of Directors shall require the affirmative vote of all four voting Board members, except as provided otherwise in this Agreement.

4.3.2 Any Board of Directors member who has voting authority may request that a vote on a measure be deferred until the next meeting. The measure shall then be deferred for one meeting unless the other three voting members find either that there is an emergency requiring that the vote be taken at the originally scheduled meeting or that a delay would likely result in harm to the public, User Agencies or the PSERN Operator. A vote on the same measure shall not be deferred a second time without the concurrence of the majority of the Board of Directors' voting members.

4.3.3 The Board of Directors shall establish bylaws and procedures for its operations and meetings including setting a regular meeting schedule and location, providing for the scheduling of special and emergency meetings, and providing for attendance by telephone or other electronic voice communication.

4.3.4 The regular meeting schedule shall be established by the Board of Directors, with a minimum of two meetings being held each calendar year. Special or emergency meetings may be called by the Chair or by at least two voting members of the Board.

4.3.5 The first meeting of the Board of Directors will be held as soon as practicable and necessary to begin operations of the PSERN Operator. The members described in Section 4.2.3 shall attend the meeting and shall elect a Chair and Vice Chair to serve a term that will begin upon election and extend through the remainder of that calendar year and the calendar year immediately following. Thereafter, the Board of Directors shall elect a Chair and Vice Chair at the final meeting of each year to allow each to serve a two-year term that will begin on January 1 of the following year.

4.3.6 The Board of Directors shall hold an annual meeting to coincide with the first regular meeting each year. During the annual meeting, the Executive Director shall report on the state of the PSERN Operator.

4.3.7 The Board of Directors shall take actions by vote and each voting Board member shall be entitled to one vote. All votes shall have equal weight in the decision-making process. Any voting Board member may call for a vote on an issue. Meetings shall be conducted according to the most recent edition of

Robert's Revised Rules of Order unless otherwise directed by the Board of Directors.

4.3.8 Board members must be present at a meeting to vote and may not vote by proxy, provided that, if provided for in the bylaws, a member may participate in Board meetings and may vote on Board issues via telephone or other electronic voice communication.

4.3.9 The Board of Directors shall comply with applicable requirements of the Washington State Open Public Meetings Act, Chapter 42.30 RCW.

4.3.10 An alternate attending Board of Directors meetings on behalf of a regular member of the Board shall be considered to be a member for purposes of that meeting and entitled to exercise all rights of the member to participate in such meetings, including participating in discussion, making motions, and voting on matters coming before the Board.

4.3.11 Notwithstanding any other provision in this Agreement, the Board of Directors may take action by three affirmative votes when each of the following conditions is met: (1) a matter has been identified for action in the notice or proposed agenda for at least two meetings in a row, and (2) both meetings were regularly scheduled meetings or properly notified and scheduled special meetings in accordance with the bylaws and RCW 42.30, and (3) the same voting member failed to attend both meetings and failed to send an alternate. In this event, for this one action item only, a quorum of the Board of Directors will consist of three members.

#### 4.4 Board of Directors Actions

The PSERN Operator, through its Board of Directors, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Board of Directors, as provided for in this Agreement, and including but not limited to the following:

- a. Amend this Agreement, subject to Section 15.13;
- b. Establish committees and advisory groups to perform activities related to the PSERN System;
- c. Adopt and amend budgets and approve expenditures;
- d. Adopt and amend policies and bylaws for the administration and regulation of the PSERN Operator;
- e. Adopt and amend purchasing and contracting policies consistent with state law;
- f. Direct and supervise the activities of the Operating Board;

- g. Direct the activities of the Executive Director;
- h. If the Board determines that the Executive Director will be directly hired as an employee of the PSERN Operator, then the Board shall hire, set the compensation for, and be authorized to terminate the employment of the Executive Director.
- i. If the Board determines that the Executive Director will be a contracted employee from another governmental agency, the Board will contract for an "at will" employee approved by the Board and who may be terminated from the position by a unanimous vote by the Board.
- j. Evaluate the Executive Director's performance and give the Executive Director a written evaluation of his or her performance at least annually;
- k. Establish a fund or special fund or funds as authorized by RCW 39.34.030;
- l. Establish Service Rates in accordance with Exhibit A or any amendments thereto;
- m. Review and amend terms of use for User Agencies, as necessary;
- n. Conduct regular and special meetings;
- o. Approve PSERN operation and maintenance standards;
- p. Determine the Services the PSERN Operator shall offer and the terms under which they will be offered;
- q. Approve agreements with third parties;
- r. Incur financial obligations in the name of the PSERN Operator to make purchases or contracts for Services to implement the purposes of this Agreement; provided, however, nothing in this Agreement shall authorize the PSERN Operator to issue bonds or incur indebtedness in the name of any Party hereto or that shall be considered a debt or a guarantee of any Party hereto without its express written consent;
- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the PSERN Operator;
- t. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all of its real or personal property, or any interest therein, and assets;

- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction;
- v. Hold licenses for radio frequencies;
- w. Recommend action to the legislative bodies of the Parties and User Agencies;
- w. Delegate the Board of Directors' authority under this Agreement subject to any applicable law and to such limitations and conditions as the Board of Directors may establish;
- x. Enter into agreements with other agencies to accomplish tasks for the PSERN Operator such as agreements for services such as procurement and property leasing;
- y. Contract for staff through agreements with other agencies that specify the employment policies, compensations amounts, and supervisory structure that will apply to such staff;
- z. Exercise any powers necessary to further the goals and purposes of this Agreement that are consistent with the powers of the Parties;
- aa. Add parties to this Agreement and concurrently amend the membership of the Board of Directors, subject to the limitations of Section 15.13;
- bb. Take necessary actions to prepare and plan for a public safety radio system(s) to succeed the PSERN System;
- cc. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute funds; and
- dd. The PSERN Operator shall have no power to levy taxes.

#### 4.5 Impasse Resolution Procedure

4.5.1 If a matter requiring Board action is moved at a Board of Directors meeting but fails for lack of a unanimous vote by all four (4) Directors, a voting Director may submit written notice of an impasse to the other Directors and the Executive Director. The notice shall include a statement of the action being sought and the history of any Board deliberation or vote(s) on the matter.

4.5.2 Within seven (7) days of receipt of a notice of impasse, the Board Chair shall designate a mediator to assist the Board in resolving the impasse. The mediator shall be experienced in resolving disputes among public sector and/or nonprofit agencies and may not be an employee or consultant of any of the Parties, unless otherwise agreed to by the Parties.

4.5.3 The Parties agree that it is essential to the success of the PSERN System that any impasse be resolved as quickly as possible and accordingly agree to instruct their respective Directors to cooperate with the mediator in good faith,

including expediting responses to any mediator requests for information and discussion.

4.5.4 The mediator shall promptly investigate the impasse and the respective positions of the voting Directors. The mediator may recommend one or more non-binding alternatives for resolving the impasse. Regardless of the outcome of the mediation, the cost of the mediator's fees and expenses shall be divided into four equal parts to be paid by (1) the County, (2) the City, (3) the EPSCA Cities and the (4) Valley Com Cities. The EPSCA Cities and Valley Com Cities shall each be responsible for apportioning their one quarter share of the costs among their members and for informing the PSERN Operator of the apportionment. The PSERN Operator shall pay the mediator and invoice each Party for its share. Each Party shall pay the PSERN Operator within thirty (30) days of the Party's receipt of the invoice.

4.5.5 If the impasse is not resolved within ten (10) days of the mediator providing his/her recommendation(s), the Elected Executives Committee (EEC) shall meet with the Board of Directors to attempt to resolve the impasse. The EEC shall be composed of the King County Executive; the Mayor of the City of Seattle; one elected official designated by the EPSCA Cities; and one elected office designated by the Valley Com Cities. The Board of Directors and the EEC shall convene to consider the matter and attempt to reach a resolution, which may include re-submitting the matter for a Board of Directors vote, not later than twenty (20) days after the date the mediator provided his/her recommendation(s).

## **5.0 OPERATING BOARD**

The Board of Directors will create an Operating Board of PSERN System User Agencies, which will include at least one fire commissioner as a member, to provide advice and perform other duties as deemed appropriate by the Board of Directors. The obligation to create and maintain an Operating Board shall be included in the PSERN Operator's articles of incorporation or bylaws.

## **6.0 EXECUTIVE DIRECTOR**

If the Executive Director is directly hired as an employee of the PSERN Operator, the Board shall be responsible for the appointment and termination of the Executive Director. If the Board enters into an agreement with another governmental agency to contract for an Executive Director, the agreement shall give the Board the authority to appoint the Executive Director and to terminate the Executive Director from his/her position.

The Executive Director shall report to the Board of Directors and shall regularly advise the Board on matters related to the operation and functions of the PSERN System and the PSERN Operator, including proposed budgets, financial and liability issues, and all other appropriate matters related to the PSERN System and the PSERN Operator. The Executive Director may also request assistance from the Operating Board to address tasks calling for technical and user-related expertise.

The Executive Director shall:

- a. Manage the PSERN Operator's day-to-day activities consistent with applicable policies, procedures, and standards;
- b. Retain appropriate PSERN Operator staff either through the direct hire of such staff or through an agreement with an agency to provide such staff;
- c. Hire, evaluate, supervise, discipline, and terminate staff in compliance with applicable budget, policies, procedures, agreements and standards;
- d. Propose and administer Annual Budgets including a contingency;
- e. Consistent with applicable budget and procurement policies adopted by the Board, approve expenditures and sign contracts in amounts as established by the Board of Directors without additional approval of the Board of Directors;
- f. Track the performance of PSERN systems and Services;
- g. Provide support to the Board of Directors;
- h. Recommend policies, procedures, and standards, and changes thereto, including without limitation policies governing the procurement of goods, services, public works and improvements, staffing and emergency responses;
- i. Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, PSERN System performance against targets, partial or full PSERN System outages, purchases equal to or greater than \$10,000, and usage statistics;
- j. Maintain and manage records in accordance with applicable state and federal laws and regulations;
- k. Prepare an annual report for the PSERN Operator as required by RCW 23.95.255; and
- l. Perform other duties as assigned by the Board of Directors.

## 6.2 Qualifications and Status of the Executive Director

The Executive Director shall have experience or comparable equivalent skills in the technical, financial and administrative fields of public safety radio and his or her appointment shall be on the basis of merit only. If the Executive Director is directly hired by the PSERN Operator, he/she will serve in an "at will" position that may not be modified by any PSERN Agency policy, rule, or regulation regarding discipline or

termination of PSERN Agency employees, and accordingly, the Executive Director may only be terminated from his or her position by the Board of Directors.

## **7.0 EMERGENCY PROCEDURES**

In the case of an emergency, the Executive Director shall have the authority to issue a determination of emergency under applicable law. The Executive Director shall communicate to the Board of Directors each decision made pursuant to any emergency determination as soon as reasonably possible and shall issue a written finding of the existence of the emergency no later than two weeks following the award of any contract executed pursuant to the emergency determination.

## **8.0 PSERN OPERATOR EMPLOYMENT**

### **8.1 Employees Generally**

The Board of Directors shall require the PSERN Operator to comply with all applicable federal, state and local laws, ordinances and regulations pertaining to all current and future employees. In addition, the PSERN Operator shall be an equal opportunity employer and make reasonable efforts to maintain a diverse work force.

### **8.2. Employment of Current Regular Employees**

#### **8.2.1 Offer of Employment**

8.2.1.1 As of the Effective Date of this Agreement, there are 3.0 FTE City of Seattle employees and 8.0 FTE King County employees who are employed to primarily work on KCERCS infrastructure and whose job duties will be assumed by the PSERN Operator after FSA ("Qualified Employees"). It is the intention of the Parties that each of those Qualified Employees have the option of working for the PSERN Operator and that the PSERN Operator and the County and City of Seattle will work cooperatively to transition the employees who accept such option to work for the PSERN Operator on a schedule that does not adversely impact public safety functions prior to FSA.

#### **8.2.1.2 Directly Hired Employees**

If the Board of Directors determines that PSERN Operator staff shall be directly hired by the PSERN Operator and to implement the intent of Section 8.2.1., then no later than the date to be set by the Board of Directors, the PSERN Operator will offer employment to each of the Qualified Employees for similar employment with the PSERN Operator. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the Board of Directors. Each Qualified Employee who accepts the offer shall become a "Transferring Employee." The PSERN Executive Director shall use best efforts to ensure each Transferring Employee a smooth and prompt transition to employment with the PSERN Operator.

The Board of Directors shall require the PSERN Operator to use its best efforts to offer the Transferring Employees opportunities for professional advancement and a package of employee benefits that are similar to the opportunities and benefits available to the Transferring Employees at their current agency at the time of transition to PSERN employment.

#### 8.2.1.3 Agency-Provided Employees

If the Board of Directors determines that PSERN Operator staff will be contracted for through an agreement with another governmental agency, then no later than the date set by the Board of Directors, the agency providing such staff will offer employment to each of the Qualified Employees for similar employment with the agency for PSERN Operator work. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the agency providing the PSERN Operator staff. Each Qualified Employee who accepts the offer shall become an "Agency Employee." The agency providing PSERN Operator staff shall use best efforts to ensure each Agency Employee a smooth and prompt transition to employment with the agency and work for the PSERN Operator.

#### 8.2.2 Retirement Benefits

If the Board of Directors determines that PSERN Operator staff shall be directly hired, then the PSERN Operator will participate in the Public Employees' Retirement System (PERS) and will offer PERS retirement benefits through the Washington State Department of Retirement Systems to Transferring Employees and Transitional Employees.

### 8.3 Temporary Employment of PSERN Transitional Employees

8.3.1 Any PSERN Transitional Employee who requests temporary employment with the PSERN Operator shall be employed as a temporary employee by the PSERN Operator or if the PSERN Operator does not directly hire its employees, then by the agency providing staff for the PSERN Operator.. The period of temporary employment shall not exceed eighteen (18) months from the time of transition to such employment or a shorter duration if requested by the PSERN Transitional Employee. The time of transition shall be within 60 days after FSA unless another date is agreed to by the PSERN Operator and the PSERN Transitional Employee.

8.3.2 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees shall be entitled to a salary and package of benefits similar to what the Transitional Employee received prior to his or her transition to PSERN Operator work. The full cost of compensation, including salary and benefits, provided to PSERN Transitional Employees shall be paid by the PSERN Operator, either directly or pursuant to an agreement with another agency for the provision of staff.

8.3.3 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees must meet all employment requirements applicable to permanent PSERN Operator employees or employees of the applicable employing agency. Nothing in this Agreement shall preclude the PSERN Operator's or applicable employing agency's ability to take employment action, up to and including termination of employment, regarding a PSERN Transitional Employee who fails to meet any requirement of his/her employment.

8.3.4 Nothing in this section shall preclude the PSERN Operator or an applicable employing agency from hiring a PSERN Transitional Employee serving as a temporary employee to a permanent position.

#### 8.4 No Third-Party Beneficiaries.

Employees affected by this Agreement are not intended to be third-party beneficiaries to this Agreement and cannot sue to enforce its terms.

### 9.0 Service Level Requirements

#### 9.1 Contractor Services

The PSERN Operator shall ensure the following services are provided by the Contractor throughout the expected service life of the PSERN System:

- (i) technical support;
- (ii) infrastructure repair;
- (iii) System updates; and
- (iv) System upgrades.

#### 9.2 Minimum Performance

The PSERN Operator shall ensure the following minimum performance requirements for the PSERN System:

- (i) DAQ 3.4;
- (ii) 97% reliability;
- (iii) 97% portable on-street coverage in the Primary Bounded Area;
- (iv) 95% portable on-street coverage in the Highway Buffer Covered Areas;
- (v) grade of service of 1.0;
- (vi) 99.999% availability of backhaul;
- (vii) at least 17db added signal above the baseline PSERN design within the three (3) polygon coverage areas shown in Exhibit B; and
- (viii) provide 97% portable on-street coverage with 97% SAR (service area reliability) in the three (3) polygon coverage areas shown in Exhibit B.

### 10.0 RESERVED

## 11.0 WITHDRAWAL AND REMOVAL

### 11.1 Withdrawal of a Party

11.1.1 A Party may withdraw from this Agreement effective on the last day of a calendar year by giving written notice to the Board at least two years prior to the proposed effective date for withdrawal.

11.1.2 Any Party that has given notice of its intent to withdraw must meet with the Executive Director or his or her designee to develop a departure plan that is intended to ensure an orderly separation of the Party from the PSERN Operator in a manner that is consistent with this Agreement. The departure plan may include the transfer of funds and equipment or other assets and such plan must be approved by unanimous vote of the Board of Directors.

#### 11.1.3 Costs of Withdrawal

11.1.3.1 A Party that withdraws shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section 15.17 as surviving a withdrawal.

11.1.3.2 As a condition of withdrawal, the withdrawing Party must pay any direct costs resulting from the withdrawal. The Board of Directors may also set a different withdrawal date as it deems appropriate; however, the withdrawal date shall not be later than one year after the withdrawing Party's proposed withdrawal date.

11.1.3.3 Any costs or other amounts owed by a withdrawing Party under this Agreement or any other agreement between the withdrawing Party and the PSERN Operator shall be paid prior to the effective date of the withdrawal or, if such amounts are not then known or established, then within thirty (30) days after the amount is known or established. However, the withdrawing Party shall not be responsible for amounts not known or established within one hundred (100) days of the date of withdrawal.

11.1.4 A member of the Board of Directors representing a Party that has given notice of withdrawal which is effective at a future date, shall be authorized to cast votes with the Board of Directors only on budgets and other items to be implemented prior to the withdrawal date unless permission to vote on a matter is granted by all remaining Board members.

11.1.5 A Party that has given its notice of withdrawal may revoke its notice of withdrawal by delivering a written notice of such revocation to the Board of Directors. The Board, in its sole discretion, may by unanimous vote of the remaining members of the Board, determine to accept or deny the revocation and under what conditions any acceptance shall be permitted.

11.1.6 If a Party withdraws from this Agreement, the withdrawing Party will forfeit any and all rights it may have to PSERN System real, personal, or intellectual

property and any rights to participate in the PSERN Operator, unless otherwise provided by the Board of Directors.

## 11.2 Removal of a Board Member.

The Board of Directors may, by majority vote and for cause, remove a Board member from the Board of Directors and terminate the Board member's right to participate in governance of the PSERN Operator. Immediately after the vote removing a Board member, the Party's alternate shall become its Board of Directors member. If the Party has not designated an alternate, the vacancy provisions in Section 4.2.4 shall apply. Cause for removal may include failure to act in good faith in participating in the Board of Directors and willful, arbitrary failure to perform the Board member's obligations as set forth in this Agreement.

## 12.0 DISSOLUTION AND TERMINATION

12.1 Three (3) or more Directors may, at any one time, call for a vote on the complete dissolution of the PSERN Operator and termination of this Agreement. Upon both: (a) the affirmative vote of a majority of the full Board for dissolution and termination; and (b) the affirmative vote of a majority of the Parties' legislative bodies for dissolution and termination, the Board shall establish a task force to determine how the PSERN System assets and liabilities will be divided upon such dissolution and termination. For purposes of this section, each Party shall determine what constitutes an affirmative vote of its legislative body.

12.2 Approval of the plan for disposition of the PSERN System assets and liabilities (the "Disposition Plan") shall require a unanimous affirmative vote of the full Board. If the Board fails to approve the Disposition Plan within one (1) year of the last legislative body vote under Section 12.1.b, the Parties shall proceed with the impasse resolution procedures in Section 4.5.

12.3 Following the approval of the Disposition Plan, the PSERN Operator shall wind up business in accordance with the Disposition Plan and any other terms set by the Board. The Board shall set the date for termination of this Agreement by affirmative majority vote of the full Board.

## 13.0 LEGAL RELATIONS

### 13.1 Employees and No Third Party Beneficiaries

13.1.1 Nothing in this Agreement shall make any employee of one Party an employee of another Party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

13.1.2 It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

### 13.2 Indemnification.

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all claims, arising out of, or in any way resulting from, the indemnifying Party's willful or negligent acts or omissions arising out of this Agreement. No Party will be required to indemnify, defend, or save harmless any other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of that other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, these indemnity provisions shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this Section 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 of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board of Directors, Operating Board, Executive Director and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the PSERN Operator exclusively.

### 13.3 Insurance

The Board of Directors, Executive Director, and PSERN Operator shall take such steps as are reasonably practicable to minimize the liability of the Parties, including but not limited to the utilization of sound business practices. The Board of Directors shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the PSERN Operator and the activities of the Parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

## 14.0 PUBLIC RECORDS

14.1 The Executive Director shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Board of Directors.

14.2 Each Party shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Party, and each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Party.

14.3 The Executive Director shall be responsible for responding to public disclosure requests addressed to the PSERN Operator in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Board of Directors.

## **15.0 GENERAL**

### **15.1 RESERVED**

#### **15.2 Filing of Agreement**

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.

#### **15.3 Time of the Essence**

The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

#### **15.4 Compliance with Laws**

During the term of this Agreement, the Parties hereto agree to comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any emergency communication Services involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the Parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

#### **15.5 Specific Performance**

In the event a Party fails to perform an obligation under this Agreement, the other Parties or any one of them shall have the right to bring an action for specific performance, damages and any other remedies available under this Agreement, at law or in equity.

#### **15.6 No Waiver**

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver, excuse, or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. If the waiving or consenting Party is the PSERN Operator, then the writing must be signed by all of the voting members of the Board of Directors. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement

shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

#### 15.7 Parties Not Relieved of Statutory Obligation

Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law except that, to the extent of actual and timely performance thereof by the Board of Directors, the performance may be offered in satisfaction of the obligation or responsibility.

#### 15.8 Nondiscrimination

The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

#### 15.9 No Assignment

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Board of Directors.

#### 15.10 Merger, Consolidation or Sale of All or Substantially All Assets

Approval of the merger or consolidation of the PSERN Operator with another entity, or the sale of all or substantially all assets of the PSERN Operator, shall require a unanimous vote of the Board of Directors.

#### 15.11 Dispute Resolution

If one or more Parties believe another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to mediation under Section 4.5. In any event, if the matter is not resolved, then any Party shall be entitled to pursue any legal remedy available.

#### 15.12 Entire Agreement

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

#### 15.13 Amendments

15.13.1 Except as provided in this Section, the Agreement may be amended by the Board of Directors from time to time in order to carry out the corporate

purposes of the PSERN Operator. Any such modification shall be in writing and executed by the Chair of the Board of Directors after providing not less than thirty (30) days' advance written notice to all Parties of such proposed modification, and upon unanimous approval of the Board of Directors. However, the following terms of this Agreement may only be amended in writing after approval of each of the legislative bodies of Seattle, King County, EPSCA, and Valley Com; however, for purposes of this legislative determination, EPSCA and Valley Com will each be responsible to determine what constitutes legislative approval or disapproval from their member cities, before tendering their single vote on amendment:

- a. Expansion of the PSERN Operator's scope of services or Party funding obligations described in Section 3.0.
- b. The composition of the Board of Directors.
- c. Addition of new Parties.
- d. Voting rights of members of the Board of Directors.
- e. Powers of the Board of Directors.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, dissolution, termination or withdrawal.
- h. The conditions of this Section.

15.13.2 Nothing in this Section 15.13 shall be construed to require legislative authority consent for the agreement to serve an additional User Agency.

#### 15.14 Notices

15.14.1 Any notice under this Agreement shall be in writing and shall be addressed to the Parties as listed below. Any notice may be given by certified mail, courier delivery, or personal delivery. Notice is deemed given when delivered. Email, acknowledgement requested, may be used for notice that does not allege a breach or dispute under this Agreement. Email notice is deemed given when the recipient acknowledges receipt.

15.14.2 The names and contact information set forth in this Agreement shall apply until amended in writing by a Party providing new contact information to each other Party and the date the amendment is effective.

#### 15.15 Conflicts

15.15.1 In the event that any conflict exists between this Agreement and any exhibits hereto, the Agreement shall control.

15.15.2 In the event of a conflict between any provision of this Agreement and a provision of the Implementation Period ILA, the Implementation Period ILA shall control unless otherwise determined by the Board of Directors pursuant to vote under Section 4.3.1.

#### 15.16 Choice of Law; Venue

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

#### 15.17 Severability

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

#### 15.18 Survival Provisions

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal or removal from this Agreement.

Section 13	Legal Relations
Section 14	Public Records
Section 15.16	Choice of Law; Venue

#### 15.19 Counterparts

This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

#### 15.20 Execution

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

## Exhibit A

### Cost Allocation Model

For the first year of PSERN System operation, rates to be paid by each User Agency and Dispatch Center will be computed as provided in this Exhibit A. The PSERN System annual operating budget and the number of public safety radios, other radios, and consoles will be known quantities at the time the rates are computed.

#### Division of Budget Between Radios and Consoles

Percentage of annual budget to be paid with radio user fees = X.

Percentage of annual budget to be paid with console user fees = Y.

$X = [83\% \text{ of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for radio-related equipment}] / \text{PSERN System annual operating budget} \times 100.$

$Y = [17\% \text{ of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for console-related equipment}] / \text{PSERN System annual operating budget} \times 100.$

#### Public Safety and Other Radio Rates

X% of the PSERN System annual operating budget will be paid with public safety radio rates and other radio rates combined.

The other radio rate shall be 78% of the public safety radio rate.

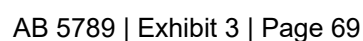
$X\% \text{ of PSERN System annual operating budget} = [12 \times \text{the monthly public safety radio rate} \times \text{the number of public safety radios}] + [12 \times \text{the monthly other radio rate} \times \text{the number of other radios}].$

#### Console Rates

Y% of the PSERN System annual operating budget will be paid with console rates.

$Y\% \text{ of PSERN System annual operating budget} = 12 \times \text{the monthly console rate} \times \text{the number of consoles}.$

**END OF EXHIBIT A.**



## 15.20 Execution

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names and indicated the date of signing in the spaces provided below.

**KING COUNTY**

\_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

\_\_\_\_\_  
 Approved as to Form:

\_\_\_\_\_  
 Deputy Prosecuting Attorney

**CITY OF AUBURN**

Nancy Backus  
 Name NANCY BACKUS  
 Title MAYOR  
 Date 4.20.20

Attest:

[Signature]  
 City Clerk

Approved as to Form:

[Signature]  
 City Attorney

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names and indicated the date of signing in the spaces provided below.

**KING COUNTY****CITY OF AUBURN**

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attest:

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

**CITY OF BELLEVUE****CITY OF FEDERAL WAY**

*Nathan McLommon for Brad Hyslop*  
 Name Nathan McLommon  
 Title Deputy City Manager  
 Date December 4, 2020

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attest:

Attest:

Hyle Q. Starnut  
 City Clerk *for Chormaine Arredondo*

City Clerk

Approved as to Form:

Approved as to Form:

Mark [Signature]  
 City Attorney, *ASSISTANT CITY ATTORNEY*

City Attorney

**CITY OF BELLEVUE**

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

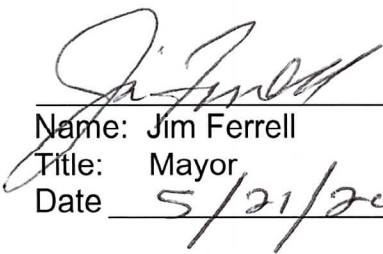
Attest:

\_\_\_\_\_  
 City Clerk

Approved as to Form:

\_\_\_\_\_  
 City Attorney

**CITY OF FEDERAL WAY**

  
 Name: Jim Ferrell  
 Title: Mayor  
 Date: 5/21/20

Attest:

  
 City Clerk, Stephanie Courtney, CMC

Approved as to Form:

  
 City Attorney, J. Ryan Call

**CITY OF ISSAQUAH**

\_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
 City Clerk

Approved as to Form:

\_\_\_\_\_  
 City Attorney

**CITY OF KENT**

\_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
 City Clerk

Approved as to Form:

\_\_\_\_\_  
 City Attorney

PSERN ILA

Page 26 of 31

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

## CITY OF BELLEVUE

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## CITY OF FEDERAL WAY

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

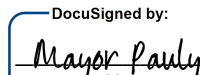
Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

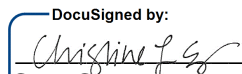
## CITY OF ISSAQUAH

DocuSigned by:  
  
\_\_\_\_\_  
Name Mayor Pauly

\_\_\_\_\_  
Title Mayor

\_\_\_\_\_  
Date 7/30/2020

Attest:

DocuSigned by:  
  
\_\_\_\_\_  
City Clerk

Approved as to Form:

## CITY OF KENT

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

DocuSigned by:  
*Natalie McNabb* 7/30/2020  
City Attorney  
on behalf of city attorney

City Attorney

CITY OF KIRKLAND

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF REDMOND

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Attest:

City Clerk

Approved as to Form:

CITY OF RENTON

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Attest:

City Clerk

Approved as to Form:

**CITY OF ISSAQUAH**

\_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attest:

\_\_\_\_\_

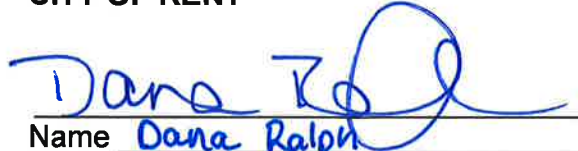
City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

**CITY OF KENT**


  
 Name Dana Ralph  
 Title Mayor  
 Date 5-11-20

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

  
 \_\_\_\_\_

City Attorney

**CITY OF KIRKLAND**

\_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

**CITY OF MERCER ISLAND**

\_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

## 15.20 Execution

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names and indicated the date of signing in the spaces provided below.

**KING COUNTY**

Name Dow Constantine  
 Title King County Executive  
 Date 11/04/2020



Approved as to Form:

\_\_\_\_\_  
 Deputy Prosecuting Attorney

**CITY OF AUBURN**

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_


Attest:

\_\_\_\_\_  
 City Clerk

Approved as to Form:

\_\_\_\_\_  
 City Attorney

**CITY OF KIRKLAND**

  
 Name Tracey Dunlap  
 Title Deputy City Manager  
 Date 8/3/2020

Attest:

\_\_\_\_\_  
 City Clerk

Approved as to Form:

\_\_\_\_\_  
 City Attorney

**CITY OF MERCER ISLAND**

\_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
 City Clerk

Approved as to Form:

\_\_\_\_\_  
 City Attorney

**CITY OF REDMOND**

\_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
 City Clerk

Approved as to Form:

\_\_\_\_\_  
 City Attorney

**CITY OF RENTON**

\_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
 City Clerk

Approved as to Form:

\_\_\_\_\_  
 City Attorney

**CITY OF ISSAQUAH**

\_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
 City Clerk

Approved as to Form:

\_\_\_\_\_  
 City Attorney

**CITY OF KENT**

\_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
 City Clerk

Approved as to Form:

\_\_\_\_\_  
 City Attorney

**CITY OF KIRKLAND**

\_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_


Attest:

\_\_\_\_\_  
 City Clerk

Approved as to Form:

\_\_\_\_\_  
 City Attorney

**CITY OF MERCER ISLAND**

  
 Name Jessi Bon  
 Title City Manager  
 Date October 6, 2020

Attest:

  
 City Clerk

Approved as to Form:

/s/ Bio Park 9/28/2020

\_\_\_\_\_  
 City Attorney

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

**CITY OF KIRKLAND**

**CITY OF MERCER ISLAND**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

Approved as to Form:

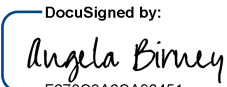
Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

**CITY OF REDMOND**

**CITY OF RENTON**

DocuSigned by:  
  
F078C3A0CA90451  
\_\_\_\_\_  
Name **Angela Birney**  
\_\_\_\_\_  
Title **Mayor**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

Date 8/24/2020

Attest:

DocuSigned by:  
Cheryl Xanthos  
E72FE589816E4E1...  
City Clerk

Approved as to Form:

DocuSigned by:  
Jim Haney  
85394CE968994B5...  
City Attorney

CITY OF SEATTLE

Name  
Title

Date

Approved as to Form:

City Attorney

Date

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF TUKWILA

Name  
Title

Date

Attest:

City Clerk

Approved as to Form:

City Attorney

Item 6.



Item 6.

Name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Name Armondo Pavone  
Title Mayor

Date 5/22/2020

Attest:



\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved by Shane Moloney via 4/21/2020 email

\_\_\_\_\_  
City Attorney



## CITY OF SEATTLE

Name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

## CITY OF TUKWILA

Name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

**CITY OF SEATTLE**

  
Saad Bashir (Oct 27, 2020 11:06 PDT)

\_\_\_\_\_  
Name Saad Bashir  
Title Chief Technology Officer  
Date 10/27/20

**CITY OF TUKWILA**

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

Name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney


## CITY OF SEATTLE

Name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

  
Name Armondo Pavone  
Title Mayor

Date 5/22/2020

Attest:

  
\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved by Shane Moloney via 4/21/2020 email

\_\_\_\_\_  
City Attorney



## CITY OF TUKWILA

eSigned via SeamlessDocs.com  
  
Key: 42970fca40d071e93641b08824c47380

Name Allan Ekberg  
Title Mayor

Date 10/20/2020

Attest:

eSigned via SeamlessDocs.com  
  
Key: 28a2db8207583e946bc15482148bc565

\_\_\_\_\_  
City Clerk

Approved as to Form:

eSigned via SeamlessDocs.com  
  
Key: b25103ee5be5741a88253fc444b3880d3

\_\_\_\_\_  
City Attorney



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5799**  
**January 19, 2021**  
**Consent Calendar**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5799: Second Reading of Ordinance No. 21C-01 amending the Mercer Island City Code Title 17, Construction Codes to implement the 2018 Amendments to the State Building Code.	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
<b>RECOMMENDED ACTION:</b>	Adopt Ordinance No. 21C-01 amending the Mercer Island City Code Title 17, Construction Codes to implement the 2018 Amendments to the State Building Code.	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Jeff Thomas, Interim CPD Director Don Cole, Building Official Jeromy Hicks, Fire Marshal
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Ordinance No. 21C-01 and Exhibit A 2. Significant Changes in the 2018 Construction Codes 3. 2018 Fire Code Amendment Summary
<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

### SUMMARY

The purpose of this Agenda Bill is to adopt Ordinance No. 21C-01 (Exhibit 1) and the State-mandated updates to the City's construction codes - Mercer Island City Code, Title 17 Construction Codes. The City Council completed a first reading of this Ordinance on January 5, 2021 as detailed in [AB 5788](#).

Please note, when this ordinance was previously presented to the City Council, the effective date was February 1, 2021. Since that time, the State has revised the effective date to July 1, 2021. This change is reflected in the narrative below and the accompanying ordinance.

#### REQUIRED STATE MANDATED AMENDMENTS

Effective July 1, 2021, Washington statutes require all jurisdictions in the State to implement the following updated Construction Code editions as they were adopted and amended by the State of Washington:

- 2018 International Building Code (IBC)

- 2018 International Residential Code (IRC)
- 2018 International Mechanical Code (IMC)
- 2018 International Fuel Gas Code (IFGC)
- 2018 Uniform Plumbing Code (UPC)
- 2018 International Fire Code (IFC)
- 2018 International Existing Building Code
- 2018 International Swimming Pool and Spa Code
- Washington State Energy Code (WSEC)
- Washington Cities Electrical Code (WCEC)

State updates to the construction codes occur on a three-year cycle. However, due to the COVID-19 pandemic, the deadline for adoption of the 2018 Construction Codes updates was deferred incrementally from July 1, 2020 ultimately to July 1, 2021. Please note when first ordinance reading occurred on January 5, 2021, the effective date for the 2018 Construction Codes was February 1, 2021. Subsequently, the State amended this effective date to July 1, 2021. General information on the 2018 Construction Codes update is available on the City's website at <https://www.mercerisland.gov/cpd/page/2018-building-code-updates>.

Proposed Ordinance No. 21C-01 updates Mercer Island City Code (MICC) Title 17 to implement the updated State Construction Codes. These mandated code updates include hundreds of changes related to safety, energy efficiency, construction costs, etc. For example, the updates include changes to seismic design requirements to improve building resiliency in an earthquake. The updates also include more stringent commercial energy code requirements. A summary of the required significant amendments is provided in Exhibit 2.

#### **ADDITIONAL RECOMMENDED AMENDMENTS**

In addition to the State-mandated code amendments, staff also recommends the City adopt the following code amendments to better align with best practices in the region:

1. **Update the Administrative Provisions to remain consistent with the Regional Model Code (MyBuildingPermit.com).** The proposed code revisions include minor amendments to the administrative provisions within the existing MICC Title 17, Construction Codes ensuring the Mercer Island Administrative Code is consistent with the regional model administrative code for cities participating within MyBuildingPermit.com. Examples include designating the authority for interpretations and enforcement, setting expiration criteria for permit applications and permits, and similar administrative provisions.
2. **Update the Fire Code as recommended by the King County Zone 1 Fire Marshals.** The Fire Marshals in Zone 1 have been collaborating on numerous code amendments to improve code consistency across the region. A detailed summary of the proposed code amendments is included in Exhibit 3.

#### **OUTREACH**

As discussed on January 5, 2021 during the first reading of this Ordinance, extensive public outreach has occurred at various levels including statewide through the Washington Association of Building Officials (WABO), regionally through MyBuildingPermit.com, and locally with City staff who are providing information regarding the significant code amendments on the City's website as well as answering specific questions from customers related to the updates.

#### **NEXT STEPS**

Upon adoption of Ordinance No. 21C-01 on January 19, 2021, the updated Construction Codes will take effect on July 1, 2021.

## RECOMMENDATION

Adopt Ordinance No. 21C-01 amending the Mercer Island City Code Title 17, Construction Codes to implement the 2018 Amendments to the State Building Code.

REVISED 1/19/2021

CITY OF MERCER ISLAND  
ORDINANCE NO. 21C-01AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON  
AMENDING TITLE 17 OF THE MERCER ISLAND CITY CODE TO ADOPT THE  
2018 AMENDMENTS TO THE STATE BUILDING CODE, PROVIDING FOR  
SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Washington statutes require all jurisdictions in the state to adopt by reference and enforce the updated versions of the Construction Codes; and

WHEREAS, the City Council of the City of Mercer Island has adopted by reference numerous Construction Codes for the health, safety and welfare of the public as set forth in Title 17 of the Mercer Island City Code (MICC); and

WHEREAS, in 2018, the Washington State Building Code Council adopted the 2018 editions of the International Codes, and all jurisdictions in the state are required to adopt and enforce the 2018 International Codes effective ~~July~~February 1, 2021; and

WHEREAS, RCW 19.27.040 permits a city to amend the International Codes as they apply to that city, so long as the minimum performance standards of the Codes and the objectives enumerated in RCW 19.27.020 are not diminished; and

WHEREAS, the Mercer Island Construction Codes were previously adopted and amended to be consistent with the regional model code established by jurisdictions participating within MyBuildingPermit.com;

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

**Section 1:** **Title 17 MICC “Construction Codes” Amended.** The amendments to Title 17 MICC set forth in Exhibit A to this ordinance shall become effective on ~~July~~February 1, 2021, but not sooner than the effective date of this ordinance.

**Section 2:** **Scrivener’s Errors.** The City Council authorizes the Building Official, Fire Marshal, and the City Clerk to correct any scrivener’s errors in Exhibit A.

**Section 3:** **Severability.** If any section, sentence, clause or phrase of this ordinance or any municipal code section amended hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance or the amended code section.

**Section 4:** **Effective Date.** This ordinance shall take effect and be in force 5 days after its passage and publication.

PASSED by the City Council of the City of Mercer Island, Washington at its regular meeting on the 19 day of January 2021 and signed in authentication of its passage.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

Approved as to Form:

ATTEST:

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

\_\_\_\_\_  
Deborah Estrada, City Clerk

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

### **Amendments to Title 17 MICC, Construction Codes.**

MICC Title 17 "CONSTRUCTION CODES" is hereby amended as follows:

Chapters:

[17.17 International Existing Building Code](#)

[17.18 International Swimming Pool and Spa Code](#)

### **Amendments to Chapter 17.01 MICC, International Building Code.**

MICC 17.01 "INTERNATIONAL BUILDING CODE" is hereby amended as follows

17.01.010 Adoption.

The ~~2015~~ [2018](#) Edition of the International Building Code (IBC) including the adoption of ICC/ANSI A117.1-2009, Requirements for Accessible and Useable Buildings and Facilities, as adopted and amended by the State Building Code Council in Chapter [51-50](#) WAC, as published by the International Code Council, excluding Chapter 1, Administration, is adopted by reference, together with the following amendments and additions. The Construction Administrative Code, as set forth in Chapter [17.14](#) MICC, shall be used in place of IBC Chapter 1, Administration. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW [35A.12.140](#). Exceptions. The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. "Temporary growing structure" means a structure that has the sides and roof covered with polyethylene, polyvinyl, or similar flexible synthetic material and is used to provide plants with either frost protection or increased heat retention. A temporary growing structure is not considered a building for purposes of this code.

The provisions of this code do not apply to the construction, alteration, or repair of temporary worker housing except as provided by rule adopted under Chapter [70.114A](#) RCW or Chapter 37, Laws of 1998 (SB 6168). "Temporary worker housing" means a place, area, or piece of land where sleeping places or housing sites are provided by an employer for his or her employees or by another person, including a temporary worker housing operator, who is providing such accommodations for employees, for temporary, seasonal occupancy, and includes "labor camps" under RCW [70.54.110](#).

A. The following appendices of the ~~2015~~ [2018](#) Edition of the International Building Code are also adopted by reference: Appendix E – Supplementary Accessibility Requirements, and Appendix H – Signs.

~~B. The 2015 International Existing Building Code (IEBC) is included in the adoption of the International Building Code as provided by IBC Section 101.4.7 and amended in WAC [51-50-480000](#), including Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings, excluding Chapter 1, Part 2—Administration. The Construction Administrative Code, as set forth in Chapter [17.14](#) MICC, shall be used in place of IEBC Chapter 1, Part 2—Administration.~~

~~C. The 2015 International Swimming Pool and Spa Code (ISPSC) is included in the adoption of the International Building Code as provided by IBC Section 3109.1 and amended in WAC [51-50-3109](#), excluding Chapter 1, Part 2—Administration. The Construction Administrative Code, as set forth in Chapter [17.14](#) MICC, shall be used in place of ISPSC Chapter 1, Part 2—Administration. The design and construction of swimming pools, spas and other aquatic recreation facilities shall comply with the ISPSC, where the facility is one of the following, except that public swimming pool barriers are regulated by WAC [246-260-031\(4\)](#):~~

- ~~1. For the sole use of residents and invited guests at a single-family dwelling;~~
- ~~2. For the sole use of residents and invited guests of a duplex owned by the residents; or~~
- ~~3. Operated exclusively for physical therapy or rehabilitation and under the supervision of a licensed medical practitioner.~~

~~All other "water recreation facilities" as defined in RCW 70.90.110 are regulated under Chapters 246-260 and 246-262 WAC.~~

~~G. The 2015 International Swimming Pool and Spa Code (ISPSC) is included in the adoption of the International Building Code as provided by IBC Section 3109.1 and amended in WAC 51-50-3109, excluding Chapter 1, Part 2—Administration. The Construction Administrative Code, as set forth in Chapter 17.14 MICC, shall be used in place of ISPSC Chapter 1, Part 2—Administration. The design and construction of swimming pools, spas and other aquatic recreation facilities shall comply with the ISPSC, where the facility is one of the following, except that public swimming pool barriers are regulated by WAC 246-260-031(4):~~

- ~~1. For the sole use of residents and invited guests at a single-family dwelling;~~
- ~~2. For the sole use of residents and invited guests of a duplex owned by the residents; or~~
- ~~3. Operated exclusively for physical therapy or rehabilitation and under the supervision of a licensed medical practitioner.~~

~~All other "water recreation facilities" as defined in RCW 70.90.110 are regulated under Chapters 246-260 and 246-262 WAC.~~

#### **BD.** *Miscellaneous.*

1. *Recyclable Materials, Compost, and Solid Waste Storage.*
    - a. For the purposes of this section, the following definitions shall apply:
      - i. "Compost" means biodegradable solid wastes that are separated for composting such as food waste, food soiled paper and yard waste.
      - ii. "Recycled materials" means those solid wastes that are separated for recycling or reuse, such as papers, metals and glass.
    - b. All local jurisdictions shall require that space be provided for the storage of recycled materials, compost, and solid waste for all new buildings.
    - c. The storage area shall be designed to meet the needs of the occupancy, efficiency of pickup, and shall be available to occupants and haulers.
- Exception. Group R-3 and Group U occupancies.

#### **17.01.020 Amendments and additions.**

A. *IBC Section 202 Amended – Definitions, High-Rise Building.* Section 202 of the International Building Code is hereby amended to read as follows:

HIGH-RISE BUILDING. A building with an occupied floor or rooftop located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access.

B. *IBC Section 312.1 Amended – Utility and Miscellaneous Group U, General.* Section 312.1 of the International Building Code is hereby amended to read as follows:

Section 312.1 – General. Buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy shall be constructed, equipped and maintained to conform to the requirements of this code commensurate

with the fire and life hazard incidental to their occupancy. Group U shall include, but not be limited to, the following:

Agricultural buildings

Aircraft hangars, accessory to a one- or two-family residence (see Section 412.5)

Barns

Carports

[Communication equipment structures with a gross floor area of less than 1500 square feet \(139 square meters\)](#)

Fences more than 6 feet (1,829 mm) high

Grain silos, accessory to a residential occupancy

~~Greenhouses~~

Livestock shelters

Private garages

Retaining walls

Sheds

Stables

Tanks

Towers

Waterfront structures

C. IBC Section 405.8 Amended – Underground Buildings, Standby Power. Section 405.8 of the International Building Code is hereby amended to read as follows:

Section 405.8 – Standby power. A standby power system complying with Section 2702 shall be provided for standby power loads specified in Section 405.8.1. An emergency power system complying with Section 2702 shall be provided for the emergency power loads specified in Section 405.8.1. Fuel-fired emergency generator sets and associated fuel storage, including optional generator sets, located more than 30 feet below the lowest level of exit discharge requires the approval of the Fire Code Official.

D. IBC Section ~~504.2~~[502.1](#) Amended – General Building Heights and Areas, General, Address Identification. Section ~~504.2~~[502.1](#) of the International Building Code is hereby amended to read as follows:

Section ~~504.2~~[502.1](#) – New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than six (6) inches high with a minimum stroke width of 1/2 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

E. IBC Section 903.2 Amended – Fire Protection Systems, Automatic Sprinkler Systems, Where Required. Section 903.2 of the International Building Code is hereby amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems shall be installed in all newly constructed buildings and structures with a gross floor area of 5,000 square feet or greater and shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

F. IBC Section 903.3.1.2 Amended – NFPA 13R Sprinkler Systems. Section 903.3.1.2 of the International Building Code is hereby amended to read as follows:

Section 903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in one and two family dwellings shall be permitted to be installed throughout in accordance with NFPA 13R. One and two family dwellings 10,000 square feet and larger shall be installed in accordance with NFPA 13R or 13. Systems in accordance with NFPA 13R shall not be installed in R-1 or R-2 Occupancies.

G. IBC Section 903.4.3 Amended – Sprinkler System Monitoring and Alarms, Floor Control Valves. Section 903.4.3 of the International Building Code is hereby amended to read as follows:

Section 903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

Exception: When approved by the Fire Code Official in NFPA 13D and NFPA 13R Systems.

H. IBC Section 907.2 Amended – Where Required – New Buildings and Structures. Section 907.2 of the International Fire Code is hereby added to read as follows:

907.2 Where required – new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23. For all newly constructed buildings with a gross floor area of 3,000 or greater square feet an approved manual and automatic fire alarm system shall be installed.

Exceptions:

1. One- and two-family dwellings, Group R-3, Group R-4, and Group U Occupancies having adequate fire flow and approved access. Dwelling units shall have interconnected single station smoke detectors in accordance with RCW 48.48.140 and WAC 212-10.

2. Buildings under 10,000 square feet that are protected throughout by an approved and monitored automatic sprinkler system installed in accordance with section 903.3.1.1 unless required by other sections of this code.

The system shall provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

Exceptions:

1. The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.

2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.

Remodels and tenant improvements. When undergoing remodel and tenant improvements, existing occupancies equipped with smoke detectors that are 10 or more years old shall have all such detectors replaced with modern units. Those occupancies without the protection of smoke detection shall add a manual and automatic fire alarm system in

accordance with the applicable requirements in this section and other sections that may apply.

Additions. Additions to existing buildings shall meet the requirements of, Remodels and Tenant improvements, for the whole building and additionally provide the same coverage level to the addition as the rest of the building unless authorized by the Fire Code Official.

I. IBC Section 1608.1 Amended – Snow Loads – General. Section 1608.1 of the International Building Code is hereby amended to read as follows:

1608.1 Snow Loads – General. Design snow loads shall be determined in accordance with Chapter 7 of ASCE 7, but the design roof load shall not be less than that determined by Section 1607. Furthermore, the design roof snow load shall not be less than 25 pounds per square feet. When using this design roof snow load it will be left to the engineer's judgment whether to consider drift or sliding snow. However, the engineer shall consider a rain on snow surcharge of at least 5 pounds per square feet for roof slopes less than 5 degrees.

I.J. IBC Section 3112 Revised – Waterfront Structures. Section 3112 of the International Building Code is hereby added to read as follows:

**SECTION 3112 – WATERFRONT STRUCTURES**

Section 3112.1 General. In addition to other requirements of this code, all waterfront structures including but not limited to docks, piers, wharves, floats, mooring piles, anchor buoys, bulkheads, submerged or overhead wires, pipes, and cables, and any object passing beneath, through or over the water beyond the line of ordinary high water shall comply with the regulations of this section.

Section 3112.2 Approvals required. Before any permit for a new waterfront structure or revisions to an existing waterfront structure is issued by the building official, the applicant shall obtain prior approval from all applicable state and federal agencies.

Section 3112.3 Definitions. For the purposes of this section, certain terms are defined as follows:

**BULKHEAD.** A retaining wall or erosion-control structure along a waterfront.

**COVERED WATERFRONT STRUCTURE.** Any waterfront structure covered in whole or in part by a roof.

**COVERED WATERFRONT STRUCTURE BUILDING AREA.** The area lying directly beneath the portion of a structure covered by a roof.

**SUBSTRUCTURE.** That portion of the construction of a dock, pier, wharf or other similar waterfront structure below and including the deck.

**SUPERSTRUCTURE.** That portion of the construction of a dock, pier, wharf or other similar waterfront structure above the deck.

Section 3112.4 Construction Requirements. Waterfront structures shall comply with Sections 3112.4.1 through 3112.4.3.

Section 3112.4.1 Substructure. The substructure may be constructed of any materials allowed by this code. All decks shall sustain, within the limitations of this code, all dead loads plus a live load of not less than 100 pounds per square foot, assumed to act vertically. In addition to the live load requirement, all structures and every portion thereof shall be designed and constructed to resist a horizontal force of not less than 100 pounds per lineal foot acting at the deck line, in any direction.

Exception: For waterfront structures serving only a single dwelling, a live load of 40 psf may be used and a horizontal force need only be considered where applicable.

Section 3112.4.2 Superstructure. The superstructure shall be designed and constructed to sustain all dead loads, live loads, and wind loads required by this code, and shall be constructed of any materials allowed by this code, except when the building area of a covered waterfront structure exceeds 1,000 square feet the entire superstructure and deck shall be constructed of noncombustible materials or as required for Type IV-HT Construction per IBC Section 602.4.

Section 3112.4.3 Hardware. All hardware used structurally shall be of a corrosive-resistant metal such as aluminum, brass, copper, and stainless steel, or be completely protected by an approved corrosion-resistant metal, such as zinc.

**J.K.** IBC Appendix H, Section H101.3 Added – Signs, General, Conflict with Mercer Island City Code. Appendix H, Section H101.3 of the International Building Code is hereby added to read as follows:

Section H101.3, Conflict with Mercer Island City Code. If any provisions of IBC Appendix H are in conflict with any provisions of the Mercer Island City Code, the applicable provisions of the Mercer Island City Code shall govern.

### **Amendments to Chapter 17.02 MICC, International Residential Code.**

MICC 17.02 "INTERNATIONAL RESIDENTIAL CODE" is hereby amended as follows

17.02.010 Adoption.

The ~~2015~~ 2018 Edition of the International Residential Code (IRC), as adopted and amended by the State Building Code Council in Chapter 51-51 WAC, as published by the International Code Council, is adopted by reference with the following additions, deletions and exceptions: Provided, that Chapter 1, Part 2 – Administration and Enforcement, is not adopted and the Construction Administrative Code, as set forth in Chapter 17.14 MICC, shall be used in place of IRC Chapter 1, Part 2 - Administration and Enforcement. Provided, that Chapters 11 and 25 through 43 of the International Residential Code are not adopted. Provided, that the energy code is regulated by Chapter 51-11R WAC; the plumbing code is regulated by Chapter 51-56 WAC; the electrical code is regulated as adopted by MICC 17.13.020. Provided, that the standards for liquefied petroleum gas installations shall be ~~2014~~ 2017 NFPA 58 (Liquefied Petroleum Gas Code) and ~~2014~~ 2018 NFPA 54 (National Fuel Gas Code). Provided, that all other fuel gas installations shall be regulated by the International Mechanical Code and International Fuel Gas Code. Provided, that Appendix F – Radon Control Methods, Appendix Q – Tiny Homes, and Appendix U - Dwelling Unit Fire Sprinkler Systems, and Appendix V – Fire Sprinklers are adopted. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

Exceptions. The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. "Temporary growing structure" means a structure that has the sides and roof covered with polyethylene, polyvinyl, or similar flexible synthetic material and is used to provide plants with either frost protection or increased heat retention. A temporary growing structure is not considered a building for purposes of this code.

The provisions of this code do not apply to the construction, alteration, or repair of temporary worker housing except as provided by rule adopted under Chapter 70.114A RCW or Chapter 37, Laws of 1998 (SB 6168). "Temporary worker housing" means a place, area, or piece of land where sleeping places or housing sites are provided by an employer for his or her employees or by another person, including a temporary worker housing operator, who is providing such accommodations for employees, for temporary, seasonal occupancy, and includes "labor camps" under RCW 70.54.110.

~~A. The 2015 International Swimming Pool and Spa Code (ISPSC) is included in the adoption of the International Residential Code as provided by IRC Section R329 and amended in WAC 51-51-0329, excluding Chapter 1, Part 2—Administration. The Construction Administrative Code, as set forth in Chapter 17.14 MICC, shall be used in place of ISPSC Chapter 1, Part 2—Administration. The design and construction of swimming pools, spas and other aquatic recreation facilities shall comply with the ISPSC, where the facility is one of the following, except that public swimming pool barriers are regulated by WAC 246-260-031(4):~~

- ~~1. For the sole use of residents and invited guests at a single-family dwelling;~~
- ~~2. For the sole use of residents and invited guests of a duplex owned by the residents; or~~
- ~~3. Operated exclusively for physical therapy or rehabilitation and under the supervision of a licensed medical practitioner.~~

~~All other "water recreation facilities" as defined in RCW 70.90.110 are regulated under Chapters 246-260 and 246-262 WAC. (Ord. 17C-01 § 2; Ord. 16C-04 § 2; Ord. 13C-06 § 2; Ord. 10C-03 § 2; Ord. 07C-04 § 3; Ord. 04C-12 § 4).~~

17.02.020 Amendments and additions.

A. IRC Table R301.2(1) Amended. International Residential Code Table R301.2(1) is hereby amended to read as follows:

TABLE R301.2(1)  
CLIMATIC AND GEOGRAPHIC DESIGN  
CRITERIA

ROOF SNOW LOAD <sup>a</sup> (psf)	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			OUTDOOR DESIGN TEMP (F) - Heat/Cool	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARD <sup>e</sup>	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed <sup>b</sup> (mph)	Topographic effects <sup>c</sup>	Special wind region	Windborne debris zone		Weathering <sup>d</sup>	Frost line depth	Termite					
25	110	Yes	No	No	D2	Moderate	12"	Slight to Moderate	83/24	No	N.A.	113	53
MANUAL J DESIGN CRITERIA													
Elevation		Latitude		Winter heating	Summer cooling	Altitude correction factor		Indoor design temperature	Design temperature cooling		Heating temperature difference		
338 feet		47°34'39"		72°F max	75°F min	0.99		72°F	75°F		48°F		
Cooling temperature difference		Wind velocity heating		Wind velocity cooling	Coincident wet bulb	Daily range		Winter humidity	Summer humidity				
8°F		N.A.		N.A.	66	Medium		75%	68%				

- a. This is the minimum roof snow load. When using this snow load it will be left to the engineer's judgment whether to consider drift or sliding snow. However, rain on snow surcharge of 5 psf must be considered for roof slopes less than 5 degrees.
- b. The 110 mph Ultimate Design Wind Speed (3-second gust) as adopted by the 2018 IRC/ASCE 7-10 (or if using the IBC for structural design, the 98 mph Basic Design Wind Speed as adopted by the 2018 IBC/ASCE 7-16 may be used).
- c. Wind exposure category and Topographic effects (Wind Speed-up K<sub>zt</sub> factor) shall be determined on a site-specific basis by the Engineer of Record (components and cladding need not consider topographic effects unless otherwise determined by the engineer of record).
- d. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.
- e. The City of Mercer Island participates in the National Flood Insurance Program (NFIP); Regular Program (No Special Flood Hazard Area). Further NFIP participation information: CID 530083, Initial FIRM Identified 06/28/74, Initial FIRM Identified 05/16/95, Current Effective Map Date (NSFHA), Reg-Emer Date 06/30/97, 53033C0654G Effective 8/19/2020.

### IRC Table R301.2(1)

### Climatic and Geographic Design Criteria

Roof Snow Load <sup>a</sup>	Wind Design <sup>b</sup>		Seismic Design Category <sup>c</sup>	Subject to Damage From:			Outside Design Temp - Heat/Cool	Ice Barrier Underlayment Required	Flood Hazards <sup>e</sup>	Air Freezing Index	Mean Annual Temp
	Speed	Topographic Effects		Weathering <sup>d</sup>	Frost Line Depth	Termite Decay					
25-psf	110-mph	See footnote <sup>b</sup>	D2	Moderate	12"	Slight to Moderate	24°F/83°F	No	N/A	113	53°F

<sup>a</sup>—When using this roof snow load it will be left to the engineer's judgment whether to consider drift or sliding snow. However, rain on snow surcharge of 5 psf must be considered for roof slopes less than 5 degrees.

<sup>b</sup>—Wind exposure category and Topographic effects (Wind Speed-up K<sub>zt</sub> factor) shall be determined on a site-specific basis by the Engineer of Record (components and cladding need not consider topographic effects unless otherwise determined by the engineer of record).

<sup>c</sup>—From IRC Table 301.2(1).

<sup>d</sup>—Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

<sup>e</sup>—The City of Mercer Island participates in the National Flood Insurance Program (NFIP); Regular Program (No Special Flood Hazard Area). Further NFIP participation information: CID-

~~530083, Initial FHB identified 06/28/74, Initial FIRM identified 05/16/95, Current Effective Map Date (NSFHA), Reg Emer Date 06/30/97.~~

B. IRC AV107.2 Added. International Residential Code Appendix V Section AV107.2 is hereby added as follows:

AV107.2 Fire sprinklers in Existing Buildings. An approved automatic fire sprinkler system shall be installed throughout the residence in existing one-family and two-family dwellings (and townhouses) in accordance with Appendix ~~Q~~-U when undergoing a remodel or addition when the construction value of all additions, alterations or repairs performed within a sixty-month period exceeds 50% of the value of the residence. Value shall be determined by a method approved by the fire code official.

C. IRC AV107.3 Added. International Residential Code Appendix V Section AV107.3 is hereby added as follows:

AV107.3 Household Fire Alarm System. An approved Household Fire Alarm System shall be installed throughout the residence in existing one-family and two-family dwellings (and townhouses) that have deficiencies in Fire Flow, hydrants or access. This system shall be installed in accordance with NFPA 72 chapter 29 when undergoing a remodel or addition when the construction value of all additions, alterations or repairs performed within a sixty-month period is within 10% to 50% of the value of the residence. Value shall be determined by a method approved by the fire code official.

**Amendments to Chapter 17.03 MICC, International Mechanical Code.**

MICC 17.03 "INTERNATIONAL MECHANICAL CODE" is hereby amended as follows:

17.03.010 Adoption.

The ~~2015~~-2018 Edition of the International Mechanical Code (IMC), as adopted and amended by the State Building Code Council in Chapter ~~51-52~~ WAC, as published by the International Code Council, is adopted by reference with the following additions, deletions and exceptions: Provided, that Chapter 1, Part 2 – Administration and Enforcement, is not adopted and the Construction Administrative Code, as set forth in Chapter ~~17.14~~ MICC, shall be used in place of IMC Chapter 1, Part 2 – Administration and Enforcement. Provided, that the installation of fuel gas distribution piping and equipment, fuel gas-fired appliances and fuel gas-fired appliance venting systems shall be regulated by the International Fuel Gas Code. Provided, that detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code. Provided, that the standards for liquefied petroleum gas installations shall be the ~~2014~~-2017 Edition of NFPA 58 (Liquefied Petroleum Gas Code) and the ~~2015~~-2018 Edition of ANSI Z223.1/NFPA 54 (National Fuel Gas Code). References in this code to Group R shall include Group I-1, Condition 2 assisted living facilities licensed by Washington state under chapter 388-78A WAC and Group I-1, Condition 2 residential treatment facilities licensed by Washington state under chapter 246-337 WAC. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW ~~35A.12.140~~.

Exceptions. The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. "Temporary growing structure" means a structure that has the sides and

roof covered with polyethylene, polyvinyl, or similar flexible synthetic material and is used to provide plants with either frost protection or increased heat retention. A temporary growing structure is not considered a building for purposes of this code.

Conflicts. In the case of conflict between the duct sealing or insulation requirements of Section 603 or Section 604 of this code and the duct sealing or insulation requirements of Chapter 51-11C/~~R~~ WAC, the Washington State Energy Code, the provisions of the energy codes shall govern.

**Amendments to Chapter 17.04 MICC, National Fuel Gas Code (NFPA 54).**

MICC 17.04 "NATIONAL FUEL GAS CODE" is hereby amended as follows:

17.04.010 Adoption.

The ~~2015~~-2018 Edition of the National Fuel Gas Code (ANSI Z223.1/NFPA 54), as adopted by the State Building Code Council in Chapter [51-52](#) WAC, as published by NFPA, is adopted by reference. The Construction Administrative Code, as set forth in Chapter [17.14](#) MICC, shall be applied for the administration of this code. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW [35A.12.140](#).

**Amendments to Chapter 17.05 MICC, Liquefied Petroleum Gas Code (NFPA 58).**

MICC 17.05 "LIQUEFIED PETROLEUM GAS CODE" is hereby amended as follows:

17.05.010 Adoption.

The ~~2014~~-2017 Edition of the Liquefied Petroleum Gas Code (NFPA 58), as adopted by the State Building Code Council in Chapter [51-52](#) WAC, as published by NFPA, is adopted by reference. The Construction Administrative Code, as set forth in Chapter [17.14](#) MICC, shall be applied for the administration of this code. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW [35A.12.140](#).

**Amendments to Chapter 17.06 MICC, International Fuel Gas Code.**

MICC 17.06 "INTERNATIONAL FUEL GAS CODE" is hereby amended as follows:

17.06.010 Adoption.

The ~~2015~~-2018 Edition of the International Fuel Gas Code (IFGC), as adopted by the State Building Code Council in Chapter [51-52](#) WAC, as published by the International Code Council, excluding Chapter 1, Part 2 – Administration and Enforcement, is adopted by reference. The Construction Administrative Code, as set forth in Chapter [17.14](#) MICC, shall be used in place of IFGC Chapter 1, Part 2 – Administration. Provided, that detached and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code. Provided, that the standards for liquefied petroleum gas installations shall be the ~~2014~~-2017 Edition of NFPA 58 (Liquefied Petroleum Gas Code) and the ~~2015~~-2018 Edition of ANSI Z223.1/NFPA 54 (National Fuel Gas Code). The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW [35A.12.140](#).

~~17.06.020 — Amendments and additions.~~

~~A. IFGC Section 614.4 Amended — Clothes Dryer Exhaust, Exhaust Installation. Section 614.4 of the International Fuel Gas Code is hereby amended to read as follows:~~

~~614.4 Exhaust installation. Exhaust ducts for clothes dryers shall terminate on the outside of the building and shall be equipped with a back-draft damper. Dryer exhaust ducts may terminate at approved exterior louvers with not less than 1/2" openings in any direction. Screens shall not be installed at the duct termination. Ducts shall not be connected or installed with sheet metal screws or other fasteners that will obstruct the flow. Clothes dryer exhaust ducts shall not be connected to a vent connector, vent or chimney. Clothes dryer exhaust ducts shall not extend into or through ducts or plenums.~~

### **Amendments to Chapter 17.07 MICC, International Fire Code.**

MICC 17.07 "INTERNATIONAL FIRE CODE" is hereby amended as follows:

#### **17.07.010 Adoption.**

The ~~2015~~2018 Edition of the International Fire Code (IFC), as adopted and amended by the State Building Code Council in Chapter ~~51-54~~ WAC, as published by the International Code Council, is adopted by reference, together with the amendments and additions set forth below. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW ~~35A.12.140~~.

The following appendices of the ~~2015-2018~~ Edition of the International Fire Code are also adopted by reference: Appendix B – Fire-Flow Requirements for Buildings; Appendix C – Fire Hydrant Locations and Distribution; Appendix D – Fire Apparatus Access Roads; and Appendix J – Building Information Sign.

The geographic limits referred to in certain sections of the ~~2015-2018~~ International Fire Code are hereby established as follows:

Section 6104.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): Zones TC, MF-2, MF-3 and PI as defined in MICC Title ~~19~~, Unified Land Development Code.

The ~~2015-2018~~ International Wildland Urban Interface Code is included in this code as Section ~~8100-8200~~ with amendments found in Appendix Chapter ~~KN~~.

Exceptions. The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. "Temporary growing structure" means a structure that has the sides and roof covered with polyethylene, polyvinyl, or similar flexible synthetic material and is used to provide plants with either frost protection or increased heat retention. A temporary growing structure is not considered a building for purposes of this code.

The provisions of this code do not apply to the construction, alteration, or repair of temporary worker housing except as provided by rule adopted under Chapter ~~70.114A~~ RCW or Chapter 37, Laws of 1998 (2SSB 6168). "Temporary worker housing" means a place, area, or piece of land where sleeping places or housing sites are provided by an employer for his or her employees or by another person, including a temporary worker housing operator, who is

providing such accommodations for employees, for temporary, seasonal occupancy, and includes “labor camps” under RCW [70.54.110](#). The manufacture, storage, handling, sale and use of fireworks shall be governed by Chapter [70.77](#) RCW and by Chapter [212-17](#) WAC and local ordinances consistent with Chapter [212-17](#) WAC.

#### **17.07.020 Amendments and additions.**

A. IFC Section 102.7 Amended – Referenced Codes and Standards. Section 102.7 of the International Fire Code is hereby amended to read as follows:

Section 102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80. Such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference as determined or modified by the fire code official. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply.

B. IFC Section 104.1.2 Added - Indigent Housing Guidelines.

104.1.2 Indigent Housing Guidelines. The fire code official is hereby authorized to develop a policy regarding application and exemption of construction codes for temporary homeless shelters in accordance with WAC 51-16-030 Exemptions for indigent housing guidelines, now or as hereafter amended.

~~BC~~—IFC Section 104.10.1 Amended – General Authority and Responsibilities, Assistance from Other Agencies. Section 104.10.1 of the International Fire Code is hereby amended to read as follows:

Section 104.10.1 Assistance from other agencies. Police and other enforcement agencies shall have authority to render necessary assistance in the investigation of fires or the enforcement of this code when requested to do so by the fire code official.

~~CD~~—IFC Section 104.11.2 Amended – General Authority and Responsibilities, Obstructing Operations. Section 104.11.2 of the International Fire Code is hereby amended to read as follows:

Section 104.11.2 Obstructing operations. No person shall obstruct the operations of the fire department in connection with extinguishment, control, or investigation of any fire, or actions relative to other emergencies, or disobey any lawful command of the fire chief or officer of the fire department in charge of the emergency, or any part thereof, or any lawful order of a police officer assisting the fire department.

~~DE~~—IFC Section 105.1.4 Added – Permits, Construction Permit Fees. Section 105.1.4 of the International Fire Code is hereby added to read as follows:

Section 105.1.4 Construction permit fees. Fees will be assessed for each construction permit issued under this Code. Fees shall be established by resolution of the city council.

~~EF~~—IFC Section 105.1.5 Added – Permits, Operational Permit Fees. Section 105.1.5 of the International Fire Code is hereby added to read as follows:

Section 105.1.5 Operational permit fees. Fees may be charged annually for each type of operational permit. Fees shall be established by resolution of the city council.

~~FG~~—IFC Section 105.6.49 Added – Food Trucks. Section 105.6.49 of the International Fire Code is hereby added to read as follows:

Section 105.6.49 An operational permit is required to operate a food truck.

H. IFC Section 105.6.30 Amended – Mobile Food Preparation Vehicles. Section 105.6.30 of the International Fire Code is hereby amended to read as follows:

Mobile Food Preparation Vehicle. Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

104.6.30.1 Valid operational permits issued by any other Municipality, County, or Authority Having Jurisdiction may be considered upon approval of the Fire Marshal and are maintained in accordance with the conditions of the original permit.

I. IFC Section 105.7.13 Added – Emergency Power Supply Systems. Section 105.7.13 of the International Fire Code is hereby added to read as follows:

Section 105.7.2643 Emergency Power Supply Systems. A construction permit is required for the installation of a required emergency power supply system that provides emergency power for any life safety device or system. Examples as follows but not limited to elevators, escalators, systems to prevent explosions or detonations, life maintaining medical systems, etc.

J. IFC 106.8 Amended – Overcrowding. Section 108.6 of the International Fire Code is hereby amended to read as follows:

Section 108.6 Overcrowding. Overcrowding or admittance of any person beyond the approved capacity of a building or portion thereof shall not be allowed. The fire code official, upon finding any overcrowding conditions or obstruction in aisles, passageways or other means of egress, or upon finding any condition which constitutes a life safety hazard, shall be authorized to direct actions to reduce the overcrowding or to cause the event to be stopped until such condition or obstruction is corrected.

K. IFC 108.7 Amended - Unauthorized Tampering. Section 108.7 of the International Fire Code is hereby amended to read as follows:

Section 108.7 Unauthorized Tampering. Signs, tags, or seals posted or affixed by the fire code official or their designee shall not be mutilated, destroyed, or tampered with or removed without authorization from the fire code official.

L. IFC Section ~~108.1~~109.1 Amended – Board of Appeals, Board of Appeals Established. Section 108.1 of the International Fire Code is hereby amended to read as follows:

Section ~~108.1~~109.1 General. The hearing examiner shall hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of the International Fire Code. Appeals shall follow the process described in MICC 17.14.020 and 19.15.130.

M. IFC Section ~~108.2~~109.2 Amended – Board of Appeals, Limitations on Authority. Section 108.2 of the International Fire Code is hereby amended to read as follows:

Section ~~108.2~~109.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of the International Fire Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of the International Fire Code do not fully apply or an equally good or better form of construction is proposed.

The hearing examiner shall have no authority relative to interpretation of the administrative provisions of the International Fire Code nor shall the hearing examiner have the authority to waive requirements of either this code or of other codes, appendices and referenced code standards adopted by or through this code.

~~N.J.~~ IFC Section 202 Amended – Definitions, High-Rise Building. Section 202 of the International Fire Code is hereby amended to read as follows:

HIGH-RISE BUILDING. A building with an occupied floor or rooftop located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access.

~~OK.~~ IFC Section 307 Amended – Open Burning, Recreational Fires, and Portable Outdoor Fireplaces. Section 307 of the International Fire Code is hereby amended to read as follows:

307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.5

307.1.1 Prohibited open burning. Open burning shall be prohibited at all times in compliance with a permanent ban on open burning established by the Puget Sound Clean Air Agency in September of 1992.

Exceptions:

1. Bonfires
2. Recreational Fires
3. Portable outdoor fireplaces
4. Fire Department Training Fires

307.2 Permit Required.

A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to conducting a bonfire, recreational fire or portable outdoor fireplace fire. Application for such approval shall only be presented by and permits issues to the owner of the land in which the fire is to be kindled.

307.2.1 Bans on fires due to air quality or fire danger.

If the Puget Sound Clean Air Agency issues a ban due to air quality, or if a fire and life safety burn ban is issued by the City of Mercer Island and/or the King County Fire Marshal's Office all fires are prohibited. In it is the responsibility of the property owner where the fire is to be constructed to ensure no such ban exists prior to starting any fire.

307.3 Extinguishment authority. When any fire cerates or adds to a hazardous situation, permit conditions are not adhered to, or a required permit has not been obtained, the fire code official is authorized to order the extinguishment of the fire.

307.4 Location. The location for the fires shall be as follows:

307.4 Location. The location for the fires shall be as follows:

307.4.1 Bonfires

A bonfire shall not be constructed within 50 feet (15240 mm) of a structure or combustible material unless the fire is contained in a barbeque pit. Conditions which could cause a fire to spread within 50 feet (15244 mm) of a structure shall be eliminated prior to ignition.

307.4.2 Recreational Fires

Recreational fires shall not be constructed within 25 feet (7620 mm) of a structure or combustible material. Conditions that could cause a

fire to spread within 25 feet (7620 mm) of a structure shall be eliminated prior to ignition.

#### 307.4.3 Portable Outdoor Fireplaces

Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure of combustible material.

#### 307.5 Attendance.

Bonfires, recreational fires and use of portable fireplaces shall be constantly attended until the fire is extinguished. Not fewer than one portable fire extinguisher complying with Section 906 with a minimum of 4-A rating or other approved on-site fire -extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

**PK.** IFC Section 308.3 Amended – Open Flames, Group A Occupancies. Section 308.3 of the International Fire Code is hereby amended to read as follows:

Section 308.3 Group A occupancies. Open-flame devices shall not be used in a Group A occupancy.

Exceptions:

1. Open-flame devices are allowed to be used in the following situations, provided approved precautions are taken to prevent ignition of a combustible material or injury to occupants:
  - 1.1. Where necessary for ceremonial or religious purposes in accordance with Section 308.1.7.
  - 1.2. On stages and platforms as a necessary part of a performance in accordance with Section 308.3.2.
  - 1.3. Where candles on tables are securely supported on substantial noncombustible bases and the candle flames are protected.
2. Heat-producing equipment complying with Chapter 6 and the International Mechanical Code.
3. Gas lights are allowed to be used provided adequate precautions satisfactory to the fire code official are taken to prevent ignition of combustible materials.
4. Where approved by the fire code official.

**QL.** IFC Section 314.4 Added – Indoor Displays, Vehicles. Section 314.4 of the International Fire Code is hereby amended to read as follows:

Section 314.4 Vehicles. Liquid- or gas-fueled vehicles, fueled equipment, boats or other motorcraft shall not be located indoors except as follows:

1. Batteries are disconnected.
2. Fuel in fuel tanks does not exceed one-quarter tank or 5 gallons (19 L) (whichever is least).
3. Fuel tanks and fill openings are closed and sealed to prevent tampering.
4. Vehicles, fueled equipment, boats or other motorcraft are not fueled or defueled within the building.

**R.** IFC Section 401 – Amended Evacuation Required. Section 401.9 of the International Fire Code is hereby amended to read as follows:

Section 401.9 Evacuation required. In the event of activation of a fire, emergency alarm, or at the direction of the fire code official, occupants of the building or portion of the building in which the alarm is activated shall make a safe and orderly evacuation

out of the building, or as provided in the building's fire safety and evacuation or high-rise operations plan.

Exceptions:

1. Where the occupant's physical or other disability make the occupant unable to evacuate without assistance and no assistance is immediately available, or;
2. Where the presence of smoke, fire, structural collapse or other hazard or obstruction in the occupant's means of egress make evacuation unsafe.

~~SM.~~—IFC Section 501.1 Amended – General, Scope. Section 501.1 of the International Fire Code is hereby amended to read as follows:

Section 501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter. The requirements in this chapter may be modified by the fire code official if other approved fire-protection features are provided.

~~IN.~~—IFC Section 503 Amended – Fire Apparatus Access Roads. Section 503 of the International Fire Code is hereby adopted and amended to read as follows:

Section 503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and/or local street, road and access standards as determined by the fire code official.

503.1.1 Buildings and facilities.

Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The fire code official is authorized to increase the dimension of 150 feet (45 720 mm) where:

1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Sections 903.3.1.2 or 903.3.1.3 for 1 and 2 family dwellings or Section 903.3.1.1 for all other buildings.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.

503.1.2 Additional access.

The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

503.1.3 High-piled storage.

Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 32.

503.2 Specifications.

Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.2.

503.2.1 Dimensions.

Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Appendix D Section D103.5, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

#### 503.2.2 Authority.

The fire code official shall have the authority to require an increase in the minimum access widths where they are inadequate for fire or rescue operations.

#### 503.4 Obstruction of fire apparatus access roads.

Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times.

#### 503.4.1. Traffic calming devices.

Traffic calming devices shall be prohibited unless approved by the fire code official.

**EU**—IFC Section 505.1 Amended – Address Identification. Section 505.1 of the International Fire Code is hereby amended to read as follows:

Section 505.1 – Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than six (6) inches high with a minimum stroke width of 1/2 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

**PV**—IFC Section 507.3 Amended – Fire Protection Water Supplies, Fire-Flow. Section 507.3 of the International Fire Code is hereby amended to read as follows:

Section 507.3 Fire-flow. Fire-flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method and Appendix B.

#### EXCEPTIONS:

1. Fire-flow is not required for structures under 500 square feet with a B, U or R-1 occupancy where structures are at least 30 feet from any other structure and are used only for recreation.
2. In rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142 or the International Wildland-Urban Interface Code.

**QW**—IFC Section 507.5.1 Amended – Fire Hydrant Systems, Where Required. Section 507.5.1 of the International Fire Code is hereby amended to read as follows:

Section 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exception:

For buildings, one- and two-family dwellings and Group R-3 and Group U occupancies equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, the distance requirement shall be 600 feet (183 m).

**RX.** IFC Section 507.5.1.1 Amended – Hydrant for Standpipe Systems. Section 507.5.1.1 of the International Fire Code is hereby amended to read as follows:

507.5.1.1 Hydrant for standpipe and fire sprinkler systems.

Buildings equipped with a standpipe System installed in accordance with Section 905 or a fire sprinkler system installed in accordance with Section 903 shall have a fire hydrant within 15 feet of the fire department connections.

Exception: The distance shall be permitted to exceed 15 feet where approved by the fire code official.

**YS.** IFC Section 510 Amended – Emergency Responder Radio Coverage. Section 510 of the International Fire Code is hereby amended to read as follows:

510.1 Emergency responder radio coverage in new buildings. ~~All new buildings shall have~~ Approved radio coverage for emergency responders within the building meeting any of the following conditions: ~~based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication system.~~

1. High rise buildings;

2. The total building area is 50,000 square feet or more;

3. The total basement area is 10,000 square feet or more; or

4. Buildings or structures where the Fire or Police Chief determined that in-building radio coverage is critical because of its unique design, location, or occupancy.

The radio coverage system shall be installed in accordance with Sections 501.4 through 510.5.5 of this code and within the provision of NDPA 1221 (2019). This section shall not required the improvement of the existing public safety communication systems.

When determining if the minimum signal strength referenced 510.4.1.1 exists at a subject building, the signal strength shall be measured at any point on the exterior of the building up to the highest point of the roof.

Exceptions:

~~1. Where approved by the building official and the fire code official, a wired communication system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained instead of an approved radio coverage system.~~

~~2. Where it is determined by the fire code official that the radio coverage system is not needed.~~ Buildings and areas of buildings that have a minimum radio coverage signal strength of the King County Regional 800mhz Radio System within the building in accordance with Section 510.4.1 without the use of a radio coverage system.

~~3.~~ In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.

3. One- and two-family dwellings and townhouses.

4. Subject to the approval of the fire code official, and upon adoption of the local jurisdiction, buildings other than high-rise buildings, colleges, universities and buildings used primarily occupied by Group E or I occupancies that have completed a Mobile Emergency Radio Coverage application and submitted payment as outlined in the application.

~~4. Buildings constructed primarily of wood frame that do not have storage or parking areas that extend below grade.~~

~~5. Buildings thirty-five (35) feet high (As defined by International Building Code Section 502) or less that do not have below grade storage or parking areas.~~

~~6. One and two family dwellings and townhouses.~~

510.4.1 Emergency responder communication enhancement system signal strength. The building shall be considered to have acceptable emergency responder communications enhancement system coverage when signal strength measurements in 95 percent of all areas on each floor of the building meet the signal strength requirements in Sections 510.4.1.1 through 510.4.1.3.

Exception: Critical areas, such as the fire command center(s), the fire pump room(s), interior exit stairways, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas required by the fire code official, shall be provided with 99 percent floor area radio coverage.

510.4.1.1 Minimum signal strength into the building. The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be a minimum of -95dBm in 95% of the coverage area and 99% in critical areas and sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.0 or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology for either analog or digital signals.

510.4.1.2 Minimum signal strength out of the building. The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The outbound signal level shall be sufficient to provide not less than a DAQ of 3.0 or an equivalent SINR applicable to the technology for either analog or digital signals. A minimum signal strength of -95 dBm shall be received by the King County Regional 800 MHz Radio System when transmitted from within the building.

510.4.2 System design. The emergency responder radio coverage system shall be designed in accordance with Sections 510.4.2.1 through 510.4.2.8 and NFPA 1221 (2019).

510.4.2.1 Amplification systems and components. Buildings and structures that cannot support the required level of radio coverage shall be equipped with systems and components to enhance the public safety radio signals and achieve the required level of radio coverage specified in Sections 510.4.1 through 510.4.1.3. Public safety communications enhancement systems utilizing radio-frequency-emitting devices and cabling shall be allowed by the Public Safety Radio System Operator. Prior to installation, all RF-emitting devices shall have the certification of the radio licensing authority and be suitable for public safety use.

510.4.2.2 Technical criteria. The Public Safety Radio System Operator shall provide the various frequencies required, the location of radio sites, the effective radiated power of radio sites, the maximum propagation delay in microseconds, the applications being used and other supporting technical information necessary for system design upon request by the building owner or owner's representative.

510.4.2.3 Power supply sources. Emergency responder radio coverage systems shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the emergency responder radio coverage system at 100-percent system capacity for a duration of not less than 12 hours.

510.4.2.4 Signal booster requirements. If used, signal boosters shall meet the following requirements:

1. All signal booster components shall be contained in a National Electrical Manufacturer's Association (NEMA) 4, IP66-type waterproof cabinet or equivalent.

Exception: Listed battery systems that are contained in integrated battery cabinets.

2. Battery systems used for the emergency power source shall be contained in a NEMA 3R or higher-rated cabinet, IP65-type waterproof cabinet or equivalent.
3. Equipment shall have FCC or other radio licensing authority certification and be suitable for public safety use prior to installation.
4. Where a donor antenna exists, isolation shall be maintained between the donor antenna and all inside antennas to not less than 20dB greater than the system gain under all operating conditions.
5. Bi-Directional Amplifiers (BDAs) used in emergency responder radio coverage systems shall be fitted with anti-oscillation circuitry and per-channel AGC .
6. The installation of amplification systems or systems that operate on or provide the means to cause interference on any emergency responder radio coverage networks shall be coordinated and approved by the Public Safety Radio System Operator.
7. Unless otherwise approved by the Public Safety Radio System Operator, only channelized signal boosters shall be permitted.

Exception: Broadband BDA's may be utilized when specifically authorized in writing by the Public Safety Radio System Operator.

510.4.2.5 System monitoring. The emergency responder radio enhancement system shall include automatic supervisory and trouble signals that are monitored by a supervisory service and are annunciated by the fire alarm system in accordance with NFPA 72. The following conditions shall be separately annunciated by the fire alarm system, or, if the status of each of the following conditions is individually displayed on a dedicated panel on the radio enhancement system, a single automatic supervisory signal may be annunciated on the fire alarm system indicating deficiencies of the radio enhancement system:

1. Loss of normal AC power supply.
2. System battery charger(s) failure.
3. Malfunction of the donor antenna(s).
4. Failure of active RF-emitting device(s).
5. Low-battery capacity at 70-percent reduction of operating capacity.
6. Active system component malfunction.

7. Malfunction of the communications link between the fire alarm system and the emergency responder radio enhancement system.

510.5 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with NFPA 1221 and Sections 510.5.1 through 510.5.7.

510.5.1 Approval prior to installation. Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC or other radio licensing authority shall not be installed without prior coordination and approval of the Public Safety Radio System Operator.

510.5.2 Minimum qualifications of personnel. The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

1. A valid FCC-issued general radio telephone operators' license.
2. Certification of in-building system training issued by an approved organization or approved school, or a certificate issued by the manufacturer of the equipment being installed.

~~510.5.3 Acceptance Test procedure. Acceptance testing for Emergency responder radio amplification system is required, upon completion of installation. It is the building owner's responsibility to have the radio system tested by qualified personnel to ensure a minimum of 95% two-way coverage on each floor of the building.~~

~~A report shall be submitted to the Mercer Island Fire Department at the conclusion of acceptance testing containing a floor plan and the signal strengths at each location tested and other relevant information. A representative of the Mercer Island Fire Department may oversee the acceptance test. Acceptance testing is also required whenever changes occur to the building that would materially change the original field performance test. The test procedure shall be conducted as follows:~~

- ~~1. Each floor of the building shall be divided into a grid of approximately forty (40) equal areas.~~
- ~~2. Testing shall use a two (2) watt, portable transceiver with speaker/microphone and flexible antenna (or any calibrated device which will produce signal levels useable by the prescribed portable radio). Field strength testing instruments must have been calibrated within one (1) year of the date of the acceptance test. Field strength testing instruments must be of the frequency selective type incorporating a flexible antenna similar to the ones used on the hand held transceivers. City Radio System Manager may designate alternate methods of measuring the signal level, which satisfy appropriate levels of public safety coverage.~~
- ~~3. A maximum of two (2) nonadjacent areas will be allowed to fail the test.~~
- ~~4. In the event that three (3) of the areas fail the test, the floor may be divided into eighty (80) equal areas in order to be more statistically accurate. In such event, a maximum of four (4) nonadjacent areas will be allowed to fail the test. After the eighty (80) area tests, if the system continues to fail, the building owner shall have the system altered to meet the 95% coverage requirement.~~
- ~~5. A spot located approximately in the center of a grid area will be selected for the test, then the radio will be keyed to verify two-way communication to and from the outside of the building through the Regional 800 MHz Radio System. Once the spot has been selected, prospecting for a better spot within the grid area is not permitted. The gain values of all amplifiers shall be measured and the results kept on file with the building owner so that the measurements can be verified each year during the annual tests. In~~

~~the event that the measurement results become lost, the building owner will be required to rerun the acceptance test to reestablish the gain values.~~

~~6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.~~

~~7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at time of installation and subsequent annual inspections.~~

510.5.3 Acceptance test procedure. Where an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is in accordance with Section 510.4.1. The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal test areas, with a maximum test area size of 6,400 square feet. Where the floor area exceeds 128,000 square feet, the floor shall be divided into as many approximately equal test areas as needed, such that no test area exceeds the maximum square footage allowed for a test area.

2. Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for each of the test grids. A diagram of this testing shall be created for each floor where coverage is provided, indicating the testing grid used for the test in Section 510.5.3(1), and including signal strengths and frequencies for each test area. Indicate all critical areas.

3. Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency's radio communications system or other equipment approved by the fire code official. Testing shall use Digital Audible Quality (DAQ) metrics, where a passing result is a DAQ of 3 or higher. Communications between handsets shall be tested and recorded in the grid square diagram required by section 510.5.3(2): each grid square on each floor; between each critical area and a radio outside the building; between each critical area and the fire command center or fire alarm control panel; between each landing in each stairwell and the fire command center or fire alarm control panel.

4. Failure of more than 5% of the test areas on any floor shall result in failure of the test.

Exception:

1. Critical areas shall be provided with 99 percent floor area coverage.

5. In the event that two of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of not more than two nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 95-percent coverage requirement.

6. A test location approximately in the center of each test area shall be selected for the test, with the radio enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent

the entire test area. Failure in the selected test location shall be considered to be a failure of that test area. Additional test locations shall not be permitted.

7. The gain values of all amplifiers shall be measured, and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.

8. As part of the installation, a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and at subsequent annual inspections.

9. Systems incorporating Class B signal booster devices or Class B broadband fiber remote devices shall be tested using two portable radios simultaneously conducting subjective voice quality checks. One portable radio shall be positioned not greater than 10 feet (3048 mm) from the indoor antenna. The second portable radio shall be positioned at a distance that represents the farthest distance from any indoor antenna. With both portable radios simultaneously keyed up on different frequencies within the same band, subjective audio testing shall be conducted and comply with DAQ levels as specified in Sections 510.4.1.1 and 510.4.1.2.

10. Documentation maintained on premises. At the conclusion of the testing, and prior to issuance of the building Certificate of Occupancy, the building owner or owner's representative shall place a copy of the following records in the DAS enclosure or the building engineer's office. The records shall be available to the fire code official and maintained by the building owner for the life of the system:

a. A certification letter stating that the emergency responder radio coverage system has been installed and tested in accordance with this code, and that the system is complete and fully functional.

b. The grid square diagram created as part of testing in Sections 510.5.3(2) and 510.5.3(3).

c. Data sheets and/or manufacturer specifications for the emergency responder radio coverage system equipment; back up battery; and charging system (if utilized).

d. A diagram showing device locations and wiring schematic.

e. A copy of the electrical permit.

11. Acceptance test reporting to fire code official. At the conclusion of the testing, and prior to issuance of the building Certificate of Occupancy, the building owner or owner's representative shall submit to the fire code official a report of the acceptance test by way of the department's approved fire records management procedure.

~~510.6.3 Field-Testing. Police and Fire Personnel shall at any time have the right to enter onto the property to conduct its own field-testing to be certain that the required level of radio coverage is present.~~

510.6.4 Identification. Radio Coverage system shall be identified by a sign located on or near the Fire Alarm Control Panel stating "This building is equipped with an Emergency Responder Radio Coverage System."

~~7Z.~~ IFC Section 602 Is Amended – Building Services and Systems, Definitions. Section 602.1 – Definitions of the International Fire Code is hereby amended to read as follows:

POWER TAP is a listed device for indoor use consisting of an attachment plug on one end of a flexible cord and two or more receptacles on the opposite end, and has overcurrent protection.

~~UAA~~—IFC Section 901.4 Amended – Installation. Section 901.4.7 of the International Fire Code is hereby added to read as follows:

901.4.7 Additions, change of use, alterations and repairs to buildings.

901.4.7.1 Additions or changes of use. Additions or changes of use to existing buildings which would result in a nonconforming building shall cause the building to be brought up to current code requirements for fire protection systems. Subject to the approval of the fire code official, a phasing plan of up to five years is permitted on sprinkler systems only.

901.4.7.2 Alterations and repairs. When the value of all alterations or repairs performed within a sixty-month period exceeds 50 percent of the value of the building, the fire extinguishing systems and fire detection systems shall be installed throughout as for new construction. For the purposes of this section, the value of the building shall be determined by an approved method by the fire code official.

~~VBB~~—IFC Section 903.2 Amended – Automatic Sprinkler Systems, Where Required. Section 903.2 of the International Fire Code is hereby amended to read as follows:

Section 903.2 Where required. Approved automatic sprinkler systems shall be installed in all newly constructed buildings and structures with a gross floor area of 5,000 square feet or greater and in the locations described in Sections 903.2.1 through 903.2.12. [L. IFC Section 903.2.9 \(6\) Amended – Group S-1. Section 903.2.9 \(6\) of the International Fire Code is hereby amended to read as follows:](#)

[903.2.9 \(6\)](#)

[6. A Group S-1 occupancy used for self-storage where the fire area exceeds 2,500 square feet.](#)

~~WCC~~—IFC Section 903.3.1.2 Amended – NFPA 13R Sprinkler Systems. Section 903.3.1.2 of the International Fire Code is hereby amended to read as follows:

Section 903.3.1.2 NFPA 13R sprinkler systems.

Automatic sprinkler systems in one and two family dwellings shall be permitted to be installed throughout in accordance with NFPA 13R. One and two family dwellings 10,000 square feet and larger shall be installed in accordance with NFPA 13R or 13. Systems in accordance with NFPA 13R shall not be installed in R-1 or R-2 Occupancies.

~~XDD~~—IFC Section 903.4.3 Amended – Sprinkler System Monitoring and Alarms, Floor Control Valves. Section 903.4.3 of the International Fire Code is hereby amended to read as follows:

Section 903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

Exception: When approved by the Fire Code Official in NFPA 13D and NFPA 13R Systems.

~~YEE~~—IFC Section 905.8 Added – Standpipe Systems, Dry Standpipes. Section 905.8 of the International Fire Code is hereby added to read as follows:

Section 905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14 when approved by the Fire Code Official.

~~ZFF~~—IFC Section 907.2 Added – Where Required – New Buildings and Structures. Section 907.2 of the International Fire Code is hereby added to read as follows:

907.2 Where required – new buildings and structures.

An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23. For all newly constructed buildings with a gross floor area of 3,000 or greater square feet an approved manual and automatic fire alarm system shall be installed.

Exceptions:

1. One- and two-family dwellings, Group R-3, Group R-4, and Group U Occupancies having adequate fire-flow and approved access. Dwelling units shall have interconnected single station smoke detectors in accordance with RCW [48.48.140](#) and chapter [212-10](#) WAC.

2. Buildings under 10,000 square feet that are protected throughout by an approved and monitored automatic sprinkler system installed in accordance with section 903.3.1.1 unless required by other sections of this code.

The system shall provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

Exceptions:

1. The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.

2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.

Remodels and tenant improvements. When undergoing remodel and tenant improvements, existing occupancies equipped with smoke detectors that are 10 or more years old shall have all such detectors replaced with modern units. Those occupancies without the protection of smoke detection shall add a manual and automatic fire alarm system in accordance with the applicable requirements in this section and other sections that may apply.

Additions. Additions to existing buildings shall meet the requirements of, Remodels and Tenant improvements, for the whole building and additionally provide the same coverage level to the addition as the rest of the building unless authorized by the Fire Code Official.

~~AAGG~~—IFC Section 1103.2 Amended – Emergency Responder Radio Coverage in Existing Buildings. Section 1103.2 of the International Fire Code is hereby amended to read as follows:

1103.2 Emergency responder radio coverage in existing buildings.

Buildings constructed prior to the implementation of this code shall not be required to comply with the emergency responder radio coverage provisions except as follows:

1. Whenever an existing wired communication system cannot be repaired or is being replaced.

2. Buildings identified in Section 510.1 undergoing substantial alteration as determined by the Fire Code Official.

3. When buildings, classes of buildings or specific occupancies do not have minimum radio coverage signal strength as identified in Section 510.4.1 and the Fire or Police Chief determines that lack of minimum signal strength poses an undue risk to emergency responders or occupants that cannot be reasonably mitigated by other means.

HH. IFC Section 901.9 Amended Termination of monitoring service. Section 901.9 of the International Fire Code is hereby amended to read as follows:

901.9 Termination of monitoring service. For fire alarm systems required to be monitored by this code, notice shall be required to be made to the fire code official whenever alarm monitoring services are terminated. Notice shall be made in writing ~~by the provider of the monitoring service being terminated~~ to the fire code official 30 days prior to the service being terminated.

II. IFC Section 1103.11 Amended- Building Information Card. Section 1103.11 of the International Fire Code is hereby amended to read as follows:

**1103.11 Building Information Card.** An approved Building Information Card shall be located in each fire command center, high-rise buildings, hospitals, multiple buildings on common platforms, or other target hazard building as determined by the fire code official including, but is not limited to, all of the following information:

**1103.11.1 General Building Information**

General building information that includes: property name, address, the number of floors in the building above and below grade, use and occupancy classification (for mixed uses, identify the different types of occupancies on each floor) and the estimated building population during the day, night and weekend;

**1103.11.2 Building Emergency Contact Information**

Building emergency contact information that includes: a list of the building's emergency contacts including but not limited to the building manager, building engineer and tier respective work phone number, cell phone number and email addresses.

**1103.11.3 Building Construction Information**

Building construction information that includes: the type of the building construction including but not limited to the floors, walls, columns and roof assembly.

**1103.11.4 Exit Stairway Information**

Exit access stairway and exit stairway information that includes: number of the exit access stairways and exit stairways in building; each exit access stairway and exit stairway designation and floors served; location where each exit access stairway and exit stairway discharges; interior exit stairways that are pressurized; exit stairways provided with emergency lighting; each exit stairway that allows reentry; exit stairways providing roof access; elevator car numbers and respective floors that are served; location of elevator machine room, control rooms and control spaces; location of sky lobby; and location of freight elevator banks;

**1103.11.5 Building Services and System Information**

Building services and system information that includes location of the mechanical rooms, location of the building management system, location and capacity of all

fuel and oil tanks, location of emergency generator and location of natural gas services.

#### **1103.11.6 Fire Protection Information**

Fire protection system information that includes location of standpipes, location of the fire pump room, location of fire department connections, floors protected by automatic sprinklers, and location of different types of automatic sprinkler systems installed including but not limited to dry, wet and pre-action.

#### **1103.11.7 Hazardous Material Information**

Hazardous material information that includes: location and quantity of hazardous material.

JJ. IFC Section 3308.9 Amended- Job Shacks and other temporary structures. Section 3308.9 of the International Fire Code is hereby amended to read as follows:

3308.9 Job shacks and other temporary structures. Job shacks and other temporary structures located within or less than 20' from the permanent building shall be:

1. Constructed of non-combustible materials or 1-hour fire-restive construction.
2. Shall not be equipped with fuel fired heaters.
3. Shall be equipped with monitored fire alarm system when located below grade.
4. Shall not function as non-associated construction offices unless protected with automatic sprinkler systems.

KK. IFC Section 3308.10 Added- Additional requirements. Section 3308.10 or the International Fire Code is hereby amended to read as follows:

3308.10 Additional Requirements for wood-frame buildings more than 50,000 square feet in area.

#### 3308.10.1 Job Site Security

The job site shall be secured with controlled access once above grade combustible construction has begun together with off hours guard service, motion-controlled surveillance or both.

**BBLL.**—IFC Section 5003.9 Amended – General Requirements, General Safety Precautions. Section 5003.9 of the International Fire Code is hereby amended to read as follows:

Section 5003.9 General safety precautions. General precautions for the safe storage, handling or care of hazardous materials shall be in accordance with Sections 5003.9.1 through 5003.9.11.

**CCMM.**—IFC Section 5003.9.11 Added – Manufacturer's Limitations. Section 5003.9.11 of the International Fire Code is hereby added to read as follows:

5003.9.11 Manufacturer's Limitations. The storage and use of hazardous materials shall not exceed the manufacturer's limitations on shelf life and any other restrictions on use.

**NN.** IFC Section 5307.5.2 Deleted – Carbon Dioxide (CO<sub>2</sub>) Systems Used in Beverage Dispensing Applications. Emergency Alarm Systems. Section 5307.5.2 of the International Fire Code is hereby deleted.

~~DD.— IFC Section 5307.5.2 Amended — Carbon Dioxide (CO<sup>2</sup>) Systems Used in Beverage-Dispensing Applications. Emergency Alarm Systems. Section 5307.5.2 of the International Fire Code is hereby added to read as follows:~~

~~5307.5.2 Emergency alarm system:~~

~~An emergency alarm system shall comply with all of the following:~~

~~1. Continuous gas detection shall be provided to monitor areas where carbon dioxide can accumulate.~~

~~2. The threshold for activation of an alarm shall not exceed 5,000 parts per million (9,000 mg/m<sup>3</sup>).~~

~~3. Activation of the emergency alarm system shall initiate a local alarm at the entrance to room(s) and inside the room(s) where CO<sup>2</sup> systems are installed.~~

~~4. A warning sign is required at the entrance: "Carbon Dioxide Alarm. Do not enter. Call 911"~~

~~EEQQ.— IFC Appendix B, Section B104.2 Deleted – Fire-Flow Calculation Area, Area Separation. Appendix B, Section B104.2 of the International Fire Code is hereby deleted.~~

~~FFPP.~~ IFC Appendix B, Table B105.2 Amended – Required Fire-Flow for Buildings Other Than One- and Two-Family Dwellings, Group R-3 and R-4 Buildings and Townhouses is hereby added to read as follows:

**TABLE B105.2 REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES**

<b>AUTOMATIC SPRINKLER SYSTEM (Design Standard)</b>	<b>MINIMUM FIRE-FLOW (gallons per minute)</b>	<b>FLOW DURATION (hours)</b>
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the International Fire Code	50% of the value in Table B105.1(2) <sup>a</sup>	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the International Fire Code	50% of the value in Table B105.1(2) <sup>a</sup>	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

~~GGQQ.— IFC Appendix C, Section C102 Amended – Number of Fire Hydrants. Appendix C, Section C102.2 of the International Fire Code is hereby added to read as follows:~~

~~Section C102.2 Sprinkler support hydrants. One or more fire hydrants shall be designated as sprinkler support hydrants and are not included in the required fire hydrant calculations as determined by fire-flow.~~

~~HHRR.— IFC Appendix D, Section D101.1 Amended – General, Scope. Appendix D, Section D101.1 of the International Fire Code is hereby amended to read as follows:~~

~~Section D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the International Fire Code. The requirements in this appendix may be modified by the fire code official if the building is provided with an approved automatic fire sprinkler system and/or other approved fire-protection features.~~

~~§.SS~~—IFC Appendix D, Section D105.1 Amended – Where Required. Appendix D, Section D105.1 of the International Fire Code is hereby amended to read as follows:

D105.1 Where required.

Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9,144 mm), approved aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

Exception: One- and two-family dwellings, Group R-3, and Group U Occupancies.

#### **Amendments to Chapter 17.08 MICC, Uniform Plumbing Code.**

MICC 17.08 “UNIFORM PLUMBING CODE” is hereby amended as follows:

Sections:

17.08.010 Adoption.

The ~~2015~~ 2018 Edition of the Uniform Plumbing Code (UPC), as adopted and amended by the State Building Code Council in Chapter ~~51-56~~ WAC, as published by the International Association of Plumbing and Mechanical Officials, is adopted by reference with the following additions, deletions and exceptions: Provided, that Chapter 1, Administration, is not adopted and the Construction Administrative Code, as set forth in Chapter 17.14 MICC, shall be used in place of UPC Chapter 1, Administration. Provided, that Chapters 12 and 14 of the Uniform Plumbing Code are not adopted. Provided, that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel-fired appliances as found in Chapter 5 and those portions of the code addressing building sewers are not adopted. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

The following appendices of the ~~2015~~ 2018 Edition of the Uniform Plumbing Code as adopted and amended by the State Building Code Council in Chapter ~~51-57~~ WAC, as published by the International Association of Plumbing and Mechanical Officials, are also adopted by reference: Appendix A – Recommended Rules for Sizing the Water Supply System; Appendix B – Explanatory Notes on Combination Waste and Vent Systems; Appendix I – Installation Standards. In addition, Appendix C – Alternate Plumbing Systems, excluding Sections C303.3, C304.0 through C601.9, is adopted by reference.

Conflicts. Where a conflict exists between the provisions of Appendix I and the manufacturer's installation instructions, the conditions of the listing and the manufacturer's installation instructions shall apply.

#### **Amendments to Chapter 17.09 MICC, Washington State Energy Code.**

MICC 17.09 “WASHINGTON STATE ENERGY CODE” is hereby amended as follows:

17.09.010 Adoption.

The Washington State Energy Code (WSEC), as adopted by the State Building Code Council in Chapter ~~51-11~~ 51-11C and 51-11R WAC, is adopted by reference with the following additions, deletions and exceptions: Provided, that Administration Sections ~~C106~~ C107 through C111 and ~~R106~~ R107 through R111 are not adopted and the Construction Administrative Code, as set forth in Chapter 17.14 MICC, shall be used in their place. The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

Exception: The provisions of this code do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. A temporary growing structure is not considered a building for the purposes of this code. However, the installation of other than listed, portable mechanical equipment or listed, portable lighting fixtures is not allowed.

### **Amendments to Chapter 17.13 MICC, Washington Cities Electrical Code.**

MICC 17.13 "WASHINGTON CITIES ELECTRICAL CODE" is hereby amended as follows:

#### **17.13.010 Short title.**

This chapter shall be known as the electrical code of the city of Mercer Island, which is hereinafter referred to as the "city of Mercer Island electrical code," "electrical code" or as "this chapter."

#### **17.13.020 Adoption.**

The ~~2014~~ 2020 Edition of the Washington Cities Electrical Code (WCEC) Part 1 and Part 3, excluding Part 2 - Administration, is adopted by reference, together with the following amendments, additions and exceptions. The Construction Administrative Code, as set forth in Chapter 17.14 MICC, shall be used in place of WCEC Part 2 - Administration. but excluding Part 2, Administration, as published by the Washington Association of Building Officials, is adopted and shall be applicable within the city, as amended, added to, and excepted in this chapter. This includes Annexes A, B and C of the National Electrical Code; Commercial Building Telecommunications Cabling Standard (ANSI/TIA-568-C Series, February 2009); Commercial Building Standard for Telecommunications Pathway and Spaces (TIA-569-B, October 2004); Commercial Building Grounding and Bonding Requirements for Telecommunications (ANSI/TIA-607-B, August 2011); Residential Telecommunications Cable Standard (ANSI/TIA/EIA 570-B-2004); and the National Electrical Safety Code (NESC C2-2012 excluding Appendixes A and B). The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

#### **17.13.030 Conflicts.**

A. The requirements of this chapter will be observed where there is any conflict between this chapter and the National Electrical Code (NFPA 70), centrifugal fire pumps (NFPA 20), the emergency and standby power systems (NFPA 110), ANSI/TIA/EIA 568-B, ANSI/TIA/EIA 569-A, ANSI/TIA/EIA 607, or ANSI/TIA/EIA 570.

B. The National Electrical Code will be followed where there is any conflict between the standard for installation of stationary pumps for fire protection (NFPA 20), the standard for emergency and standby power systems (NFPA 110), ANSI/TIA/EIA 568-B, ANSI/TIA/EIA 569-A, ANSI/TIA/EIA 607, ANSI/TIA/EIA 570-B, and the National Electrical Code (NFPA 70).

C. In accordance with RCW 19.28.010(3), where the State of Washington, Department of Labor and Industries adopts a more current edition of the National Electrical Code (NFPA 70) the building official may supplement use of this code with newly adopted editions of the National Electrical Code. Provisions in the annex chapters of the National Electrical Code shall not apply unless specifically referenced in the adopting ordinance. (Ord. 10C-03 § 10).

### **Amendments to Chapter 17.14 MICC, Construction Administrative Code.**

MICC 17.14 "CONSTRUCTION ADMINISTRATIVE CODE" is hereby amended as follows:

## Sections:

17.14.010 Adoption.

17.14.020 Appeals.

17.14.010 Adoption.

The Construction Administrative Code is hereby adopted as follows:

## SECTION 101

## GENERAL

101.1 Title. These regulations shall be known as the Construction Administrative Code of the city of Mercer Island, hereinafter referred to as "this code".

101.2 Purpose. The purpose of this chapter is to provide for the administration, organization and enforcement of the construction codes adopted by the city.

101.3 Scope. The provisions of this Construction Administrative Code shall apply to grading, building, plumbing, and mechanical permits and the following "Construction Codes":

~~2015-2018~~ International Building Code – Chapter 51-50 WAC

~~2015-2018~~ International Residential Code – Chapter 51-51R WAC

~~2015-2018~~ International Mechanical Code – Chapter 51-52 WAC

~~2015-2018~~ National Fuel Gas Code (ANSI Z223.1/NFPA 54) – Chapter 51-52 WAC

~~2014-2017~~ Liquefied Petroleum Gas Code (NFPA 58) – Chapter 51-52 WAC

~~2015-2018~~ International Fuel Gas Code – Chapter 51-52 WAC

~~2015-2018~~ Uniform Plumbing Code – Chapter 51-56 and 51-57 WAC

2018 Washington State Energy Code – Chapters 51-11C and 51-11R

~~2014-2020~~ National Electrical Code as adopted and amended by the Washington Cities Electrical Code

~~2015-2018~~ International Existing Building Code – WAC 51-50-48000

~~2015-2018~~ International Swimming Pool and Spa Code – WAC 51-50-3109 and WAC 51-51-0329

101.4 Definitions. For the purpose of this chapter, certain terms, phrases, words and their derivatives shall have the meanings set forth in this section. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, latest edition, shall be considered as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

1. "Action" means a specific response complying fully with a specific request by the jurisdiction.

2. "Building service equipment" means and refers to the plumbing, mechanical and electrical equipment including piping, wiring, fixtures, and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting, and transportation facilities essential to the occupancy of the building or structure for its designated use.

3. "Complete response" means an adequate response to all requests from city staff in sufficient detail to allow the application to be processed.

4. "Occupancy" means the purpose for which a building, or part thereof, is used or intended to be used.

5. "Shall," as used in this chapter, is mandatory.

6. "Valuation" or "value" as applied to a building or portion thereof, or building service equipment, means and shall be the estimated cost to replace the building and its building service equipment in kind, based on current replacement costs. It shall also include the contractor's overhead and profit. "Valuation" or "value" as applied to a

specific scope of work associated with a permit shall be the fair market value of that scope of work including time and materials and the contractor's overhead and profit.

101.5 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.6 Intent. The purpose of the construction codes and the Construction Administrative Code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through affordability, structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire, explosion and other hazards ~~attributed to the built environment~~ and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.7 Referenced Codes. The codes listed in Sections 101.8 through ~~401.5-6~~101.20 and referenced elsewhere in the construction codes and the Construction Administrative Code shall be considered part of the requirements of the construction codes and the Construction Administrative Code to the prescribed extent of each such reference.

101.8 International Building Code – Scope. The provisions of the International Building Code (IBC) shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the International Residential Code.

101.9 International Residential Code – Scope. The provisions of the International Residential Code for One- and Two-Family Dwellings (IRC) shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, including adult family homes, foster family care homes and family day care homes licensed by the Washington state department of social and health services.

Exceptions:

1. Live/work units located in townhouses complying with the requirements of Section ~~419~~419.5 of the International Building Code shall be permitted to be constructed in accordance with the International Residential Code for One- and Two- Family Dwellings. Fire suppression required by Section 419 of the International Building Code where constructed under the International Residential Code for One- and Two-~~family-~~Family Dwellings shall conform to Appendix ~~QU~~U.
2. Owner-occupied lodging houses with one or two guestrooms shall be permitted to be constructed in accordance with the International Residential Code for One- and Two-~~family-~~Family Dwellings.
3. Owner-occupied lodging houses with three to five guestrooms shall be permitted to be constructed in accordance with the International Residential Code for One- and Two-~~family-~~Family Dwellings where equipped with a fire sprinkler system in accordance with Appendix ~~QU~~U.

101.10 Electrical Code – Scope. The provisions of the Mercer Island [Electrical](#) Code apply to the installation of electric conductors, electric equipment, alterations, modifications or repairs to existing electrical installations for the following:

1. Electrical conductors, electrical equipment, and electrical raceways installed within or on public and private buildings, property or other structures.
2. Signaling and communications conductors and equipment, telecommunications conductors and equipment, fiber optic cables, and raceways installed within or on public and private buildings, property or other structures.
3. Yards, lots, parking lots, and industrial substations.
4. Temporary electrical installations for use during the construction of buildings.
5. Temporary electrical installations for carnivals, conventions, festivals, fairs, traveling shows, the holding of religious services, temporary lighting of streets, or other approved uses.
6. Installations of conductors and equipment that connect to a supply of electricity.
7. All other outside electrical conductors on the premises.
8. Optional standby systems derived from portable generators.

Exception: Installations under the exclusive control of electric utilities for the purpose of communication, transmission, and distribution of electric energy located in buildings used exclusively by utilities for such purposes or located outdoors on property owned or leased by the utilities or on public highways, streets, roads, etc., or outdoors by established rights on private property.

It is the intent of this section that this code covers all premises' wiring or wiring other than utility owned metering equipment, on the load side of the service point of buildings, structures, or any other premises not owned or leased by the utility. Also, it is the intent that this code covers installations in buildings used by the utility for purposes other than listed above, such as office buildings, warehouses, garages, machine shops, and recreational buildings which are not an integral part of a generating plant, substation, or control center.

101.11 Gas Code – Scope. The provisions of the International Fuel Gas Code (IFGC) shall apply to the installation of fuel gas piping systems, fuel gas utilization equipment, gaseous hydrogen systems and related accessories in accordance with Sections 101.2.1 through 101.2.5, except those regulated by the International Residential Code (IRC) and those utilizing LPG.

101.12 Mechanical Code – Scope. The provisions of the International Mechanical Code (IMC) shall apply to the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings. The IMC shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed herein. The installation of fuel gas distribution piping and equipment, fuel gas-fired appliances and fuel gas-fired appliance venting systems shall be regulated by the International Fuel Gas Code. [References in this code to Group R shall include Group I-1, Condition 2 assisted living facilities licensed by Washington state under chapter 388-78A WAC and Group I-1, Condition 2 residential treatment facilities licensed by Washington state under chapter 246-337 WAC.](#)

Exceptions:

1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code.
2. The standards for liquefied petroleum gas (LPG) installations shall be NFPA 58 (Liquefied Petroleum Gas Code) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code).

101.12.1 Other authorities. In addition to the IMC, provisions of Chapter [480-93 WAC](#) regarding gas pipeline safety may also apply to single meter installations serving more than one building. The provisions of Chapter [480-93 WAC](#) are enforced by the Washington Utilities and Transportation Commission.

101.13 Plumbing Code – Scope. The provisions of the Uniform Plumbing Code (UPC) shall apply to the erection, installation, alteration, repair, relocation, replacement, addition to, use, or maintenance of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.14 Property maintenance. The provisions of the Uniform Housing Code (UHC) shall apply to existing structures to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the use and occupancy, location, and maintenance of all residential buildings and other structures within this jurisdiction.

101.15 Dangerous buildings. The provisions of the Uniform Code for the Abatement of Dangerous Buildings (UCADB) shall apply to all dangerous buildings, as defined in the UCADB, which are now in existence or which may hereafter become dangerous in this jurisdiction. The purpose of the UCADB is to provide a just, equitable and practicable method, to be cumulative with and in addition to any other remedy provided by the International Building Code, International Residential Code, Uniform Housing Code or otherwise available by law, whereby buildings or structures which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants and may be required to be repaired, vacated, abated or demolished.

101.16 Fire prevention. The provisions of the International Fire Code (IFC) shall apply to matters affecting or relating to structures, processes, premises and safeguards from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy or operation of structures or premises; from matters related to the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation; and from conditions affecting the safety of fire fighters and emergency responders during emergency procedures.

101.17 Energy Code – Scope. The provisions of the Washington State Energy Code (WSEC) shall apply to all matters governing the design and construction of buildings for energy efficiency. [The WSEC Residential](#) Chapter 51-11R WAC applies to residential buildings, building sites, associated systems and equipment, and [the WSEC Commercial](#) Chapter 51-11C WAC applies to commercial buildings, building sites, associated systems and equipment. [References in the commercial energy code to Group R shall include Group I-1, Condition 2 assisted living facilities licensed by Washington state under chapter 388-78A WAC and Group I-1, Condition 2 residential treatment facilities licensed by Washington state under chapter 246-337 WAC. Building areas that contain Group R sleeping units, regardless of the number of stories in height, are required to comply with the commercial sections of the energy code.](#)

101.18 Ventilation. The provisions of the mechanical code shall apply to all occupancies to govern minimum requirements for ventilation.

101.19 International Existing Building Code – Scope. [The provisions of the International Existing Building Code shall apply to the repair, alteration, change of occupancy, addition to and relocation of existing buildings.](#)  
[Exception: Detached one-and two-family dwellings and multiple single-family dwellings \(townhouses\) not more than three stories above grade plane in height with a separate](#)

means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the International Residential Code.  
~~The provisions of the International Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.~~

101.20 International Swimming Pool and Spa Code (ISPSC) – Scope. The provisions of this code shall apply to the construction, alteration, movement, renovation, replacement, repair and maintenance of aquatic recreation facilities, pools and spas. The pools and spas covered by this code are either permanent or temporary, and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing or wading. Swimming pools, spas and other aquatic recreation facilities shall comply with the ISPSC, where the facility is one of the following, except that public swimming pool barriers are regulated by WAC [246-260-031\(4\)](#):

1. For the sole use of residents and invited guests at a single-family dwelling;
2. For the sole use of residents and invited guests of a duplex owned by the residents;
- or
3. Operated exclusively for physical therapy or rehabilitation and under the supervision of a licensed medical practitioner.

All other “water recreation facilities” as defined in RCW [70.90.110](#) are regulated under chapters [246-260](#) and [246-262](#) WAC.

## SECTION 102

### APPLICABILITY

#### 102.1 General.

1. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of the construction codes specify different materials, methods of construction or other requirements, the most restrictive shall govern except that the hierarchy of the codes named in RCW [19.27](#) shall govern. If there is a conflict between an adopted code and a referenced standard, the adopted code shall apply.

2. New Installations. The adopted construction codes apply to new installations. Exception: If an electrical, plumbing or mechanical permit application is received after the adopted construction codes have taken ~~effect, but~~ effect but is identified with a building permit application received prior to the effective date of the ordinance codified in this chapter, all applicable codes adopted and in force at the time of a complete building permit application will apply.

3. Existing installations. Lawfully installed existing installations that do not comply with the provisions of the adopted construction codes shall be permitted to be continued without change, except as is specifically covered in this chapter, the International Existing Building Code, the Uniform Housing Code, the International Fire Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public. Where changes are required for correction of hazards, a reasonable amount of time shall be given for compliance, depending on the degree of the hazard.

4. Maintenance. Buildings and structures, including their electrical, plumbing and mechanical systems, equipment, materials and appurtenances, both existing and new, and parts thereof shall be maintained in proper operating condition in accordance with the original design and in a safe, hazard-free condition. Devices or safeguards that are required by the adopted construction codes shall be maintained in compliance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of the systems and equipment. To determine

compliance with this provision, the code official shall have the authority to require that the systems and equipment be re-inspected.

5. Additions, alterations, modifications or repairs. Additions, alterations, modifications or repairs to a building or structure or to the electrical, plumbing or mechanical system(s) of any building, structure, or premises shall conform to the requirements of the adopted construction codes, without requiring those portions of the existing building or system not being altered or modified to comply with all the requirements of the adopted construction codes, except as is specifically covered in this chapter, the International Existing Building Code, the Uniform Housing Code, the International Fire Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public. Installations, additions, alterations, modifications, or repairs shall not cause an existing building to become unsafe or to adversely affect the performance of the building as determined by the building official or designated representative. Electrical wiring added to an existing service, feeder, or branch circuit shall not result in an installation that violates the provisions of the code in force at the time the additions were made.

EXCEPTIONS: Exceptions for IRC buildings or structures include:

1. Additions with less than 500 square feet of conditioned floor area are exempt from the requirements for Whole House Ventilation Systems, Section M1505.

2. Additions or alterations to existing buildings which do not require the construction of foundations, crawlspaces, slabs or basements shall not be required to meet the requirements for radon protection in Section R332.1 and Appendix F.

102.2 Other laws. The provisions of the construction codes and the Construction Administrative Code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of the construction codes.

102.4 Existing structures and installations. The legal occupancy of any structure existing on the date of adoption of the construction codes shall be permitted to continue without change, except as is specifically covered in this chapter, the International Existing Building Code, the Uniform Housing Code, the International Fire Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.5 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine where the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by the International Existing Building Code, the building official shall require the building to meet the requirements of Section 1612 of the International Building Code.

102.6 Preliminary meeting. When requested by the permit applicant or the building official, the building official shall meet with the permit applicant prior to the application for a construction permit to discuss plans for the proposed work or change of occupancy in order to establish the specific applicability of the provisions of this code. Exception: Repairs and Level 1 alterations.

102.7 Building evaluation. The building official is authorized to require an existing building to be investigated and evaluated by a registered design professional based on the circumstances agreed upon at the preliminary meeting. The design professional

shall notify the code official if any potential nonconformance with the provisions of this code is identified.

~~102.8 Maintenance. Structures and installations, both existing and new, and parts thereof shall be maintained in proper operating condition in accordance with the original design and in a safe condition. Devices or safeguards which are required by this code shall be maintained in compliance with the code edition under which they were constructed or installed. The owner or the owner's designated agent shall be responsible for maintenance of structures and installations. To determine compliance with this provision, the building official shall have the authority to require an installation to be reinspected.~~

~~102.9 Added electrical wiring. Electrical wiring added to an existing service, feeder, or branch circuit shall not result in an installation that violates the provisions of this chapter in force at the time the additions were made.~~

102.10 Moved buildings. Buildings or structures moved into or within a jurisdiction shall comply with the provisions of this Code, the International Existing Building Code when applicable, the International Residential Code (Chapter [51-51](#) WAC), the International Building Code (Chapter [51-50](#) WAC), the International Mechanical Code (Chapter [51-52](#) WAC), the International Fire Code (Chapter [51-54](#) WAC), the Uniform Plumbing Code and Standards (Chapters [51-56](#) and [51-57](#) WAC), and the Washington State Energy Code (Chapter [51-11](#) WAC).

Exception: Group R-3 buildings or structures are not required to comply if:

1. The original occupancy classification is not changed; and
2. The original building is not substantially remodeled or rehabilitated.

For the purposes of this section a building shall be considered substantially remodeled when the costs of remodeling exceed 60 percent of the value of the building exclusive of the costs relating to preparation, construction, demolition or renovation of foundations.

~~For the purposes of this section a building shall be considered to be substantially remodeled when the costs of remodeling exceed 60 percent of the value of the building exclusive of the costs relating to preparation, construction, demolition or renovation of foundations.~~

See MICC [19.09.080](#), Moving of buildings, for additional requirements.

## SECTION 103

### ENFORCEMENT AUTHORITY

103.1 ~~Development Services Group~~[Community Planning and Development \(CPD\)](#). ~~The Development Services Group of the City of Mercer Island~~[CPD](#) shall be responsible for enforcement of the construction codes, under the administrative and operational control of the building official, who shall be designated by the code official (as defined by MICC [19.16.010](#)); provided, the fire marshal or his or her designee shall be responsible for enforcement of the International Fire Code.

103.2 Building official. The building official is responsible for administration and interpretation of the Construction Administrative Code and the Construction Codes, except that the fire marshal or his or her designee shall be responsible for administration and interpretation of the International Fire Code.

103.3 Deputies. The building official may delegate authority to a deputy building official, related technical officers, code enforcement officers, inspectors, plan examiners or other City employees. Such employees shall have powers as delegated by the building official.

## SECTION 104

## DUTIES AND POWERS OF BUILDING OFFICIAL

104.4 Inspections. The building official shall make ~~all of~~ the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise at the applicant's expense.

104.10 Alternative materials, design and methods of construction and equipment. The provisions of the construction codes are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by the construction codes, provided that any such alternative has been approved by the building official. The building official shall have the authority to approve an ~~An~~ alternative material, design or method of construction upon application of the owner(s) or the owner(s) authorized agent(s). The building official shall first find ~~shall be approved where the building official finds~~ that the proposed design is satisfactory and complies with the intent of the provisions of the construction codes, and that the material, method or work offered is, for the purpose intended, ~~at least not less than~~ the equivalent of that prescribed in the construction codes in quality, strength, effectiveness, fire resistance, durability and safety. Compliance with the specific performance-based provisions of the construction codes shall be an alternative to the specific requirements of the construction codes. Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved. The building official is authorized to charge an additional fee to evaluate any proposed alternate material, design and/or method of construction and equipment under the provisions of this section.

## SECTION 105

### PERMITS

105.2 Work exempt from permit. The following permit exemptions shall not apply to Areas of Flood Hazard and City Land Use Critical Areas unless the work is entirely within or on the exterior envelope of a legally established existing building. For example, exempt repairs to mechanical, electrical, and plumbing equipment, exempt re-roofing, exempt wall finishes and similar exempt work, which is located entirely within or on the exterior envelope of a legally established existing building remains exempt from permit when located within Areas of Flood Hazard and City Land Use Critical Areas. Exemptions from permit requirements related to the construction codes shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the construction codes or any other laws or ordinances of this jurisdiction. ~~Permit exemptions shall not apply to Areas of Flood Hazard and City Land Use Critical Areas. Permits shall not be required for the following:~~ Permits shall not be required for the following:  
~~Public service agencies or Work in the Public Way.~~  
~~1. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies established by right.~~

~~2. A permit shall not be required for work located primarily in a public way, public utility towers and poles (but not exempting wireless communications facilities not located in a public way) and hydraulic flood control structures.~~

#### Grading.

1. An excavation below existing finished grade for basements and footings of an existing building, retaining wall or other structure authorized by a valid building permit. This shall not exempt any excavation having an unsupported height greater than 5 feet.
2. An excavation of less than 50 cubic yards of materials which:
  - a. ~~is~~ is less than 2 feet in depth and/or
  - b. ~~which does~~ Does not create a cut slope of a ratio steeper than two horizontal to one vertical.
3. A fill of less than 50 cubic yards of material which is less than 1 foot in depth and placed on natural terrain with a slope flatter than five horizontal to one vertical.

#### Building.

1. One-story detached accessory structures constructed under the provisions of the IRC used as tool and storage sheds, tree supported play structures, playhouses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m<sup>2</sup>).
2. Fences not over 6 feet (1,829 mm) high.
3. Oil derricks.
4. Retaining walls and rockeries which are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.
6. Sidewalks, decks and driveways constructed under the provisions of the IRC, which are not more than 30 inches (762 mm) above grade and not over any basement or story below, ~~and which are not part of an accessible route.~~
7. In-kind re-roofing of one- and two-family dwellings provided the roof sheathing is not removed or replaced.
8. Painting, non-structural wood and vinyl siding, papering, tiling, carpeting, cabinets, counter tops and similar finish work, provided that existing, required accessible features are not altered. This exemption shall not apply to veneer, stucco or exterior finish and insulation systems (EFIS). This exemption shall not apply to structures regulated under RCW 64.55.
9. Temporary motion picture, television and theater stage sets and scenery.
10. Prefabricated swimming pools accessory to one- and two-family dwellings or Group R-3 occupancy which are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.
11. Shade cloth structures constructed for garden nursery or agricultural purposes and not including service systems.
12. Swings, slides and other similar playground equipment.
13. Window awnings supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support of a one- and two-family dwelling or a Group R-3 or U occupancy.
14. Movable cases, counters and partitions not over 5 feet 9 inches (1,753 mm) in height.
15. Satellite earth station antennas 6-1/2 feet (2 m) or less in diameter in zones other than residential zones.
16. Satellite earth station antennas 3-1/4 feet (1 m) or less in diameter in residential zones.

17. Video programming service antennas 3-1/4 feet (1 m) or less in diameter or diagonal dimension, regardless of zone.

18. Decking replacement on decks without changing or adding any other structural members or removing guardrails.

~~18. Replacement of nonstructural siding on IRC structures except for veneer, stucco or exterior finish and insulation systems (EFIS).~~

19. In-kind window replacement for IRC structures where no alteration of structural members is required, safety glazing is provided where required, window fall protection is provided where required, emergency egress requirements are provided and when the window U-values meet the prescriptive requirements within the Washington State Energy Code.

20. Job shacks that are placed at a permitted job site during construction may be allowed on a temporary basis and shall be removed upon final approval of construction. A job shack is a portable structure for which the primary purpose is to house equipment and supplies, and which may serve as a temporary office during construction for the purposes of the construction activity.

21. Flag and light poles that do not exceed 20 feet in height. (An electrical permit may still be required.)

22. Photovoltaic (PV) panels meeting all of the following criteria:

a. PV system is designed and proposed for a detached 1- or 2-family dwelling or townhouse not more than 3 stories above grade or detached accessory structure.

b. PV system is being installed by a licensed contractor.

c. Mounting system is engineered and designed for PV.

d. Rooftop is made from lightweight material such as a single layer of composition shingles, metal roofing, or cedar shingles.

e. Panels are mounted no higher than 18 inches above the surface of the roofing to which they are affixed. Except for flat roofs, no portion of the system may exceed the highest point of the roof (or ridge).

f. Total dead load of panels, supports, mountings, raceways, and all other appurtenances weigh no more than 3.5 pounds per square foot.

g. Supports for solar panels are installed to spread the dead load across as many roof-framing members as needed to ensure that at no point loads in excess of 50 pounds are created.

h. The installation will comply with the manufacturer's instructions.

i. Roof and wall penetrations will be flashed and sealed to prevent entry of water, rodents, and insects.

j. Home is code compliant to setbacks and height, or code allows expansion of nonconformity for solar panels.

k. System complies with International Residential Code Chapter 23 for solar thermal energy systems.

l. Roof-mounted collectors and supporting structure are constructed of noncombustible materials or fire-retardant-treated wood equivalent to that required for the roof construction.

m. Roof access points and pathways for firefighters will be provided per IFC 605.11.

n. The PV system has an approved and issued electrical permit

Mechanical.

1. Portable heating, cooking, or clothes drying appliances.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by the construction codes.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected.

#### Plumbing.

1. The stopping and/or repairing of leaks in drains, water, soil, waste or vent pipe provided, however, that should any concealed trap, drain pipe, water, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be obtained and inspection made as provided in the construction codes.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require replacement or rearrangement of valves, pipes or fixtures.
3. Reinstallation or replacement of pre-fabricated fixtures that do not involve or require the replacement or rearrangement of valves or pipes.

105.2.1 Emergency repairs. Where equipment replacements and equipment repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

~~105.2.2 Repairs. Application or notice to the building official is not required for ordinary repairs to structures. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include an addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.~~

#### 105.2.2 Public service agencies or Work in the Public Way.

1. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies established by right.
2. A permit shall not be required for work located primarily in a public way, public utility towers and poles (but not exempting wireless communications facilities not located in a public way) and hydraulic flood control structures.

#### 105.3 Application for permit.

To obtain a permit, the applicant shall first file a complete application in writing on a form furnished by the building department for that purpose or on-line by an electronic application furnished by the building department for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.

4. Be accompanied by [complete](#) construction documents and other information as required in Section 107.

5. State the valuation of the proposed work.

6. Be signed by the applicant or the applicant's authorized agent.

7. Give such other data and information as required by the building official.

105.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefor. If the building official is satisfied that the proposed work conforms to the requirements of the construction codes and the Construction Administrative Code and laws and ordinances applicable thereto, the building official shall issue a permit therefor as soon as practicable.

105.3.2 Time limitation of application.

1. Applications for which no permit is issued within 18 months following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed in accordance with state law.

2. Applications may be canceled for inactivity, if an applicant fails to respond to the department's written request for revisions, corrections, actions or additional information within 90 days of the date of request. The building official may extend the response period beyond 90 days if within the original 90 day time period the applicant provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the department.

3. The building official may extend the life of an application if any of the following conditions exist:

a. Compliance with the State Environmental Policy Act is in progress; or

b. Any other city review is in progress; provided the applicant has submitted a complete response to city requests or the building official determines that unique or unusual circumstances exist that warrant additional time for such response, and the building official determines that the review is proceeding in a timely manner toward final city decision; or

c. Litigation against the city or applicant is in progress, the outcome of which may affect the validity or the provisions of any permit issued pursuant to such application.

105.3.3 Verification of contractor registration. Prior to issuance of a permit for work which is to be done by a contractor required to be registered pursuant to RCW [18.27](#), the applicant shall provide the City with the contractor's registration number and Mercer Island business license number and any other information determined necessary by the City to allow verification that such contractor is currently registered as required by law.

[105.3.4 Vesting of Construction Codes. The construction codes and construction administrative code that are in effect when the building permit application is deemed complete by the building official shall apply. The City has the authority to establish policies and procedures for establishing the requirements of a complete application. For mechanical, electrical, plumbing or fire permit applications submitted after the ordinance codified in this title has taken effect, but related to the scope of work identified in a building permit application that was complete prior to the effective date of the ordinance codified in this chapter, all applicable construction codes adopted and in force at the time of filing of the complete building permit application will apply.](#)

105.4 Validity of permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the

construction codes and the Construction Administrative Code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of the construction codes and the Construction Administrative Code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of the construction codes and the Construction Administrative Code or of any other ordinances of this jurisdiction.

#### 105.5 Expiration.

1. Every permit issued shall expire two years from the date of issuance. For non-residential or ~~mixed-use~~mixed-use construction, the building official may approve a request for an extended expiration date where a construction schedule is provided by the applicant and approved prior to permit issuance.
2. The building official may approve a request to renew a permit if an additional fee has been paid, a construction schedule and management plan is provided and approved, and no changes ~~have been made~~are proposed to the ~~originally~~-approved plans by the applicant. Requests for permit renewals shall be submitted prior to or not more than 90-days after permit expiration. When determining whether to approve a building permit renewal, the building official may consider whether a previously approved construction schedule for the building permit has been adhered to by the applicant. In cases where a construction schedule has not been adhered to, due to reasonably unforeseeable delays, the building official may authorize renewal of the permit. Renewed permits shall expire 3 years from the date of issuance of the original permit. The building official shall not authorize a permit renewal if the construction schedule supplied with the renewal request will not result in the completion of work within the time period authorized under the permit renewal. For permits that have expired, a new permit must be obtained and new fees paid. No permit shall be renewed more than once.
3. Electrical, mechanical and plumbing permits shall expire at the same time as the associated building permit except that if no associated building permit is issued, the electrical, mechanical and/or plumbing permit shall expire 180 days from issuance.
4. If a permit expired without final inspection and no further work was performed during the expiration period, the ~~The~~ building official may authorize a 30-day extension to an expired permit for the purpose of performing a final inspection and closing out the permit as long as not more than 180 days has passed since the permit expired. The 30-day extension would commence on the date of written approval. If work required under a final inspection is not completed within the 30-day extension period, the permit shall expire. However, the building official may authorize an additional 30-day extension if conditions outside of the applicant's control exist and the applicant is making a good faith effort to complete the permitted work.

### SECTION 106

#### FLOOR AND ROOF DESIGN LOADS

106.1 Live Loads Posted. Where the live load for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40kN/m<sup>2</sup>), such design live load shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs required by Section 106.1 have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, cause or permit to be placed, on any floor or ~~room~~-roof of a building, structure or portion thereof, a load greater than is permitted by this code.

## SECTION 107

### SUBMITTAL DOCUMENTS

107.1 Submittal documents. Submittal documents consisting of construction documents, statement of special inspection and structural observation programs, engineering reports and calculations, diagrams and other data shall be submitted with each permit application for a permit. The construction documents shall be prepared by a registered design professional where required by the State of Washington. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the requirement for submission of construction documents and other data if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with the construction codes.

107.2 Construction documents. Construction documents shall be in accordance with sections 107.2.1 through 107.2.5.

107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed in the proper orientation and layout as it is to be constructed and show in detail that it will conform to the provisions of the construction codes and the Construction Administrative Code and relevant laws, ordinances, rules and regulations, as determined by the building official. The plans must include the relevant items listed in this section and any other information or documents as deemed necessary by the building official.

107.2.1.1 Structural information. Structures or portions thereof, constructed under the IBC shall have construction documents include the information specified in section 1603 of the IBC.

107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with the construction codes, the Construction Administrative Code, and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9 of the IBC. Shop drawings shall be prepared by a certified individual as required by the State of Washington.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of the construction codes. In other than one- and two-family dwellings and ~~in Groups R-2, R-3, and I-1 occupancies~~their accessory structures, the construction documents shall designate the number of occupants to be accommodated on every floor and in all rooms and spaces.

107.2.4 Exterior ~~wall~~-envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with the construction codes. The construction documents shall provide details of the exterior

wall envelope as required, including flashing; intersections with dissimilar materials; corners; end details; control joints; intersections at roof eaves or parapets; means of drainage; water-resistive membranes; and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

Exception: Subject to the approval of the building official, one- and two-family dwellings and Group R-3 and U occupancies may be exempt from the detailing requirements of this section.

107.2.4.1 Building enclosure design requirements of [multiunit residential buildings or rehabilitative construction subject to the regulations of Revised Code of Washington \(RCW\) 64.55](#) ~~(otherwise known as Engrossed House Bill (EHB) 1848)~~.

[1. Any person applying for a building permit for construction of a multiunit residential building or rehabilitative construction shall submit building enclosure design documents to the building official prior to the start of construction or rehabilitative construction of the building enclosure. If construction work on a building enclosure is not rehabilitative construction because the cost thereof is not more than five percent of the assessed value of the building, then the person applying for a building permit shall submit to the building official a letter so certifying. Any changes to the building enclosure design documents that alter the manner in which the building or its components is waterproofed, weatherproofed, and otherwise protected from water or moisture intrusion shall be stamped by the architect or engineer and shall be provided to the building official and to the person conducting the course of construction inspection in a timely manner to permit such person to inspect for compliance therewith, and may be provided through individual updates, cumulative updates, or as-built updates.](#)

[2. The building official shall not issue a building permit for construction of the building enclosure of a multiunit residential building or for rehabilitative construction unless the building enclosure design documents contain a stamped statement by the person stamping the building enclosure design documents in substantially the following form: "The undersigned has provided building enclosure documents that in my professional judgment are appropriate to satisfy the requirements of RCW 64.55.005 through 64.55.090."](#)

[3. The building official is not charged with determining whether the building enclosure design documents are adequate or appropriate to satisfy the requirements of RCW 64.55.005 through 64.55.090. Nothing in RCW 64.55.005 through RCW 64.55.090 requires a building official to review, approve, or disapprove enclosure design documents.](#)

~~Building enclosure design documents of new or rehabilitated multifamily buildings that are subject to regulations of Engrossed House Bill 1848 must be submitted at the time of permit application. All applications for building construction or rehabilitation shall include design documents prepared and stamped by an architect or engineer that identify the building enclosure (building enclosure documents), including but not limited to waterproofing, weather proofing and/or otherwise protected from water or moisture intrusion, unless a recorded irrevocable sale prohibition covenant is submitted to the City.~~

~~The city is prohibited from issuing a permit for construction or rehabilitative construction unless the building enclosure documents contain a stamped statement by the person stamping the building enclosure design documents in substantially the following form, "The undersigned has provided building enclosure documents that in my professional judgment are appropriate to satisfy the requirements of sections 1 through 10 of EHB-~~

~~1848". The city is not responsible for determining whether the building enclosure design documents or the inspections performed are adequate or appropriate to satisfy the requirements of the act.~~

See MICC [19.08.060](#), Condominium conversions, for additional requirements.

[107.2.4.2 Exterior balconies and elevated walking surfaces. Where balconies or other elevated walking surfaces are exposed to water from direct or blowing rain, snow, or irrigation, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.](#)

[107.2.9 Relocatable Buildings. Construction documents for relocatable buildings shall comply with Section 3112.](#)

107.3 Examination of documents. The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of the construction codes, the Construction Administrative Code, and other pertinent laws or ordinances.

107.3.1 Use of consultants. Whenever review of a building permit application requires retention by the jurisdiction for professional consulting services, the applicant shall reimburse to the jurisdiction the cost of such professional consulting services. This fee shall be in addition to the normal plan review and building permit fees. The jurisdiction may require the applicant to deposit an amount with the jurisdiction estimated in the discretion of the building official to be sufficient to cover anticipated costs to retaining professional consultant services and to ensure reimbursement for such costs.

107.3.2 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official [either as a paper or electronic set](#). ~~The other~~ Another set shall be returned to the applicant, [either as a paper or electronic set, and](#) shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

107.3.3 Phased approval. The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed [statements have been filed complying with pertinent requirements of the construction codes and the Construction Administrative Code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.](#) ~~state~~ ~~ments have been filed complying with pertinent requirements of the construction codes and the Construction Administrative Code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.~~

107.4 Design professional in responsible charge.

107.4.1 General. When it is required that documents be prepared by a qualified registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Where structural observation is required by Section ~~4740~~ [1704.6](#) of the IBC, the inspection program shall name the individual or firms who are to perform structural observations and describe the stages of construction at which structural observation is to occur (see also other duties specified in Chapter 17 of the IBC).

## SECTION 110 INSPECTIONS

110.4.6 IMC/UPC/Gas/NEC rough-in inspection. Rough-in mechanical, gas piping, plumbing and electrical systems shall be inspected after the roof, framing, fire-blocking and bracing are in place and all components to be concealed are complete, and if required, under test prior to covering or concealment, before fixtures or appliances are set or installed, and prior to framing inspection. No connections to primary utilities shall be made until the rough-in work is inspected and approved. Joints and connections in the plumbing system shall be gastight and watertight for the pressures required by the test.

[Exception: Backfilling of ground-source heat pump loop systems tested in accordance with section M2105.28 prior to inspection shall be permitted.](#)

No test or inspection shall be required where a plumbing system, or part thereof, is set up for exhibition purposes and has no connection with a water or drainage system. The requirements of this section shall not be considered to prohibit the operation of any heating equipment or appliances installed to replace existing heating equipment or appliances serving an occupied portion of a structure provided that a request for inspection of such heating equipment or appliances has been filed with the department not more than 48 hours after such replacement work is completed, and before any portion of such equipment or appliances is concealed by any permanent portion of the structure.

110.4.7 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking, [draftstopping](#) and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, fire-suppression piping, heating wires, pipes and ducts are approved and the building is substantially dry.

110.4.8 [Weather Resistance.](#)

[110.4.8.1](#) Exterior Finish and Insulation Systems (EFIS), Lath and gypsum board inspection. EFIS, Lath and gypsum board inspections shall be made after backing, lathing or gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Interior gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly does not require inspection.

110.4.8.2 Weather-exposed balcony and walking surface waterproofing. Where balconies or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and their structural framing is protected by an impervious moisture barrier, all elements of the impervious moisture barrier system shall not be concealed until inspected and approved.

Exception: Where special inspections are provided in accordance with Section 1705.1.1, Item 3.

110.4.9 Fire-resistance-rated construction inspections. Where fire-resistance-rated construction is required, an inspection of such construction shall be made after lathing or gypsum board or gypsum panel products are in place, but before any plaster is applied, or before board or panel joints and fasteners are taped and finished. Protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

110.4.10 Energy efficiency inspections per the requirements of WSEC C104 and R104.

110.4.10.1 Envelope. In addition to the inspections required in WAC ~~51-11~~51-11C and ~~51-11R~~, the following inspections are also required:

1. Wall insulation. The wall insulation inspection is to be made after exterior wall weather protection and all wall insulation and air vapor retarder sheets or film materials are in place, but before any wall covering is placed.
2. Glazing. The glazing inspection is to be made after glazing materials are installed in the building.
3. Exterior roofing insulation. The exterior roofing insulation inspection is to be made after the installation of the roofing and roof insulation, but before concealment.
4. Slab/floor insulation. The slab/floor insulation inspection is to be made after the installation of the slab/floor insulation, but before concealment.

Also, see section 110.4.15 for Building enclosure special inspection requirements of RCW 64.55.

110.4.15 Building enclosure special inspection requirements of RCW ~~64.55~~ ~~(otherwise known as Engrossed House Bill (EHB) 1848)~~ ~~EHB 1848~~ RCW 64.55 requires affected multiunit residential buildings to provide a building enclosure inspection performed by a third party, independent, and qualified inspector during the course of initial construction and during rehabilitative construction. The city does not verify the qualifications of the inspector or determine whether the building enclosure inspection is adequate or appropriate. However, the City is prohibited from issuing a certificate of occupancy for the building until the inspector prepares a report and submits to the building department a signed letter certifying that the building enclosure has been inspected during the course of construction or rehabilitative construction and that the construction is in substantial compliance with the building enclosure design documents.

See Section 107.2.4.1 Building enclosure design requirements of RCW ~~64.55~~ ~~(EHB 1848)~~ for additional requirements.

## SECTION 111

### CERTIFICATE OF OCCUPANCY

111.1 ~~Use and~~ Change of occupancy. ~~No~~ A building or structure shall not be used or occupied, and ~~no~~ a change ~~in the existing of~~ occupancy ~~classification~~ of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy as provided herein. Issuance of a certificate of occupancy shall

not be construed as an approval of a violation of the provisions of the construction codes, the Construction Administrative Code, or of other ordinances of the jurisdiction.

Exceptions:

1. Work exempt from permits per section 105.2.
2. For single family dwellings and their accessory structures, the City issued building permit inspection record may serve as the certificate of occupancy when the final inspection has been approved by the building official or the building official's designee.
- 111.2 Certificate issued. After the building official inspects the building or structure and finds no violations of the provisions of the construction codes, the Construction Administrative Code, or other laws or ordinances that are enforced by this jurisdiction, the building official shall issue a certificate of occupancy that contains the following:
  1. The building permit number.
  2. The address of the structure.
  3. The name and address of the owner.
  4. A description of that portion of the structure for which the certificate is issued.
  5. A statement that the described portion of the structure has been inspected for compliance with the requirements of the construction codes and the Construction Administrative Code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
  6. The name of the building official.
  7. The edition of the code under which the permit was issued.
  8. The use and occupancy.
  9. The type of construction.
  10. The design occupant load.
  11. If an automatic sprinkler system is provided, whether the sprinkler system is required.
  12. Any special stipulations and conditions of the building permit.

## SECTION 114

### VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by the construction codes and the Construction Administrative Code, or cause same to be done, in conflict with or in violation of any of the provisions of the construction codes or the Construction Administrative Code.

114.2 Enforcement. Enforcement of the construction codes and the Construction Administrative Code shall be in conformance with the procedures set forth in Chapter [6.10](#) MICC; provided, that references to the development code shall be deemed to refer to the Construction Administrative Code and the Construction Codes.

114.3 Enforcement Authority.

1. ~~Development Services Group~~ [Community Planning and Development \(CPD\)](#). ~~The development services group of the city of Mercer Island~~ [CPD](#) shall be responsible for enforcement of the construction codes, under the administrative and operational control of the building official, who shall be designated by the code official (as defined by MICC [19.16.010](#)); provided, the fire code official or his or her designee shall be responsible for enforcement of the International Fire Code, IBC Chapter 9 – Fire Protection Systems and IRC Appendix ~~Q-V~~ related to residential fire sprinklers.
2. Building Official. The building official is responsible for administration and interpretation of the Construction Administrative Code and the construction codes;

provided, the fire code official or his or her designee shall be responsible for administration and interpretation of the fire code, IBC Chapter 9 – Fire Protection Systems and IRC Appendix ~~Q-V~~ related to residential fire sprinklers.

Whenever the term or title “administrative authority,” “responsible official,” “building official,” “chief inspector,” “code enforcement officer” or other similar designation is used in this title or in any of the construction codes, it shall be construed to mean the building official designated by the code official; provided, with regard to the International Fire Code, it shall mean the fire code official or his or her designee.

## **SECTION 119**

### **APPLICABILITY OF CODES**

~~119.1 Applicability of codes. For mechanical, electrical or plumbing permit applications submitted after the ordinance codified in this title has taken effect, but related to the scope of work identified in a building permit application that was complete prior to the effective date of the ordinance codified in this chapter, all applicable construction codes adopted and in force at the time of filing of the complete building permit application will apply.~~

~~(Ord. 18C-06 § 1 (Att. A); Ord. 17C-15 § 1 (Att. A); Ord. 17C-12 § 4; Ord. 16C-04 § 11; Ord. 15C-14 § 2; Ord. 13C-06 § 10; Ord. 10C-03 § 11; Ord. 07C-04 § 12; Ord. 04C-12 § 4).~~

### **Amendments to Chapter 17 Construction Codes.**

MICC 17.17 “INTERNATIONAL EXISTING BUILDING CODE” is hereby adopted as follows:

#### Chapter 17.17

#### INTERNATIONAL EXISTING BUILDING CODE

##### Sections:

##### 17.17.010 Adoption.

##### 17.17.010 Adoption.

The 2018 International Existing Building Code (IEBC) is included in the adoption of the International Building Code as provided by IBC Section 101.4.7 and amended in WAC 51-50-480000, including Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings, excluding Chapter 1, Part 2 – Administration. The Construction Administrative Code, as set forth in Chapter 17.14 MICC, shall be used in place of IEBC Chapter 1, Part 2 – Administration. Provided that detached one-and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the International Residential Code.

### **Amendments to Title 17 MICC, Construction Codes.**

MICC 17.18 “INTERNATIONAL SWIMMING POOL AND SPA CODE” is hereby adopted as follows:

#### Chapter 17.18

#### INTERNATIONAL SWIMMING POOL AND SPA CODE

##### Sections:

##### 17.18.010 Adoption.

##### 17.18.010 Adoption.

The 2018 International Swimming Pool and Spa Code (ISPSC) is included in the adoption of the International Building Code as provided by IBC Section 3109.1 and amended in WAC 51-50-3109, and as provided by IRC Section R329 and amended in WAC 51-51-0329, excluding Chapter 1, Part 2 – Administration. The Construction Administrative Code, as set forth in Chapter 17.14 MICC, shall be used in place of ISPSC Chapter 1, Part 2 – Administration. The design and construction of swimming pools, spas and other aquatic recreation facilities shall comply with the ISPSC, where the facility is one of the following, except that public swimming pool barriers are regulated by WAC 246-260-031(4):

1. For the sole use of residents and invited guests at a single-family dwelling;
2. For the sole use of residents and invited guests of a duplex owned by the residents; or
3. Operated exclusively for physical therapy or rehabilitation and under the supervision of a licensed medical practitioner.

All other “water recreation facilities” as defined in RCW 70.90.110 are regulated under Chapters 246-260 and 246-262 WAC.

The 2018 Construction Codes will be effective on February 1, 2021. The following list highlights some of the significant changes to the various construction codes.

### **2018 International Residential Code for One- and Two-Family Dwellings (IRC)**

- State amended the section for decks with new tables (60 psf live load) for deck joists, footings, posts and beams. WS R507
- When a dwelling unit undergoes an alteration requiring a permit, smoke alarms must be updated in all dwelling units in the structure per revised state amendment. R314.2.2
- Smoke and CO alarms in existing areas must be interconnected when undergoing alterations and may use wireless technology. R314.4
- State added requirements for heat detectors or heat alarms in new garage with interconnection to certain dwelling alarm. R314.2.3
- Revised Whole-house ventilation system requirements (testing, certificate, controls, design, etc. WS M1507.3.3.1
- Mechanical and gravity outdoor air intake openings shall be located a minimum of 10 feet (3048 mm) from any hazardous or noxious contaminant, such as vents, chimneys, plumbing vents, streets, alleys, parking lots and loading docks. R303.5.1
- An emergency escape and rescue opening is no longer required in basement sleeping rooms where the dwelling has an automatic fire sprinkler system and the basement has a second means of egress or an emergency escape opening. R310.1
- State added new definition and section for sleeping lofts (ceiling height less than 6'8", etc.). R202, R327
- State added alternative footing size tables for light-frame construction. R403.1.1
- State amended foundation anchorage language to allow wet-setting in some conditions. R403.1.6
- State adopted new Appendix Chapter Q – Tiny Houses with amendments. These provisions apply to a dwelling unit that is 400 sf or less in floor area excluding sleeping lofts.
- Energy storage system requirements include listed electrical equipment, ventilation, commissioning, protection from vehicle impact, etc. WS R327
- New state-amended definition of egress roof access window. R202
- New IRC definition of habitable attic (finished or unfinished habitable space) which is no longer modified by the state. R202
- State added new section for habitable attics which are to not be treated as a story when no larger than half the area of the story below and the structure is fully sprinklered. R326.3
- New tables address alternative wood stud heights and the required number of full height studs in high wind areas.
- Townhouse definition and separation provisions:
  - Must have yard or public way on two sides that extends at least 50% of the length on each of the two sides. (R202)
  - Now include options for using two separate fire-resistant-rated walls or a common wall. R302.2
  - State struck existing statewide amendment regarding structural independence in favor of the model code language. R302.2.4
- State modified townhouse continuity requirements at building overhangs. R302.2.3 & Figure R302.2(2)
- Fire sprinkler requirements have been added by the state for townhouses with 5 or more attached units. R313

### **Washington State Energy Code - Residential (WSEC-R)**

- Negative points added for 'fuel normalization' and must be factored to achieve total sum of energy credits required in 406.3 which were previously found in Table 406.2 R406.2
- New options and values added for energy credits. Energy efficiency requirements increased for additions and new construction. Also added different requirements for R2 occupancies. R406.3
- Results from whole-house ventilation system flow test rate must be documented on compliance certificate. R401.3

### **2020 Washington Cities Electrical Code (WCEC/2020 NEC)**

- Emergency Disconnects. 230.85
  - New requirement added requiring an emergency disconnect
  - disconnecting means during an emergency such as a fire, gas leak, structural damage, flooding, etc.
  - at a readily accessible outdoor location for dwelling units
- Islands and Peninsulas. 210.52(C)(2)
  - At least one receptacle outlet shall be provided for the first 9 sf, or fraction thereof, of the countertop or work surface
  - A receptacle outlet shall be provided for every additional 18 sf, or fraction thereof, of the countertop or work surface
  - At least one receptacle outlet shall be located within 2 ft of the outer end of a peninsular countertop or work surface
- Surge Protection. 230.67
  - New requirement added for surge protection on all services at dwelling units
  - The surge protection device (SPD) must be an integral part of the service equipment or located immediately adjacent to the service equipment
  - Exception permits alternate location provided an SPD is located at each next level distribution equipment downstream toward the load
  - This SPD required to be either a Type 1 or Type 2 SPD
- For service disconnecting means where two or more service disconnect enclosures are installed with combined ampere rating is 1200 amperes or more and over 1.8 m (6 ft) wide, the "Large Equipment" rules will now apply. 110.26.C.2
- Requirements added to prevent open equipment doors from impeding the entry to or egress from the working space of large equipment.

### **2018 Uniform Plumbing Code (UPC)**

- Backflow protection now required for chemical dispensers. UPC 603.5.2.1
- Provisions are now made to allow the acceptance of engineered storm drainage systems. UPC 1106
- Various material and classification changes made to bring Medical Gas and Vacuum Systems into compliance with the latest edition of NFPA 99 - Health Care Facilities Code. UPC Chapter 13
- New materials standards for sanitary drainage piping, including marking the country of origin on C.I. soil pipe and fittings. UPC Chapter 7
- New sound transmission provisions as per the Building Code for residential structures. UPC 309.5
- New standards for trap primers and electronic trap primers (ASSE 1018 and ASSE 1014). UPC 1007.2

### **2018 International Fuel Gas Code (IFGC)**

- The clearances between direct-vent appliance vent terminals and openings in the building exterior that could allow combustion products to enter the building have been revised. IFGC 503.8

- A new Section was added to recognize arc-resistant CSST products. IFGC 310.2, 310.3
- The code now allows Schedule 10 steel pipe to be used, whereas previously, Schedule 40 was the lightest steel pipe material allowed. Schedule 10 steel pipe joints are allowed to be welded, brazed, flanged or assembled with press-connect fittings. Schedule 10 pipe cannot be threaded. IFGC 403.4.2, 403.10.1
- The code clarifies that appliance shutoff valves located behind movable appliances, such as ranges and clothes dryers, are considered to be provided with the required access. IFGC 409.5.1
- The code now calls for the plastic vent pipe material to be labeled as complying with the standards for the specific pipe material as called out by the manufacturer. IFGC 503.4.1, 503.4.2

## **2018 International Building Code (IBC)**

- Increased Seismic Load in ASCE 7-16
  - ASCE 7-16, referenced by the 2018 IBC
  - Seismic design loads increased due to research findings in seismology & earthquake engineering
  - Site soil coefficients now correspond to the newest generation of ground motion attenuation equations (seismic values).
  - Incorporation of Basin Effects (WS)
- Wind speed maps updated and terminology describing wind speeds has changed with ultimate design wind speeds now called basic design wind speeds.
- Live loads on decks and balconies increase the deck live load to one and one-half times the live load of the area served.
- Metal Plate Connected Wood Trusses. Five-foot tall wood trusses requiring permanent bracing now require a periodic special inspection to verify that the required bracing has been installed. IBC 1705.2.2
- Emergency escape and rescue. The occupancies where emergency openings are required have been clarified and the minimum number of required openings in a residential basement has been revised. IBC 1030.1
- Concentrated business use areas. The method of calculating occupant load in business areas has been revised which will typically result in reduced design occupant loads. The occupant load factor for business uses has been revised to one occupant per 150 square feet. IBC 1004.5, 1004.8
- OK to Lock Doors Serving Outdoor Areas, with Conditions. 1010.1
- Locking arrangements in educational occupancies. Guidance has been provided to allow for enhanced security measures on educational classroom egress doors and yet still continue to comply with applicable means of egress requirements. IBC 1010.1.4.4
- Fire partition continuity, fire blocks and draft stops requirements have been reformatted to provide for increased clarity of their construction requirements. IBC 708
- Use of fire walls to create separate buildings is now limited to only the determination of permissible types of construction based on allowable building area and height.
- Rated corridors. Elevator hoist way doors shall be protected. Where an elevator hoistway door opens into a fire-resistance-rated corridor, the opening must be protected in a manner to address smoke intrusion into the hoistway. IBC 3006.2.1
- Gender-neutral toilet facilities are established. IBC 2902.2.2
- Changes to Definitions: Chapter 2
  - Change of Occupancy – includes: Any change in use within a group for which there is a change in application of the requirements of this code.

- Sleeping Unit. A single unit providing rooms or spaces for one or more persons that includes permanent provisions for sleeping, and can include provisions for living, eating, and either sanitation or kitchen facilities but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.
- Occupancy classification. Clarified that occupied roofs are to be assigned one or more occupancy classifications in a manner consistent with the classification of uses inside the building. IBC 302.1
- Occupied roofs. New criteria is now provided establishing the appropriate methodology in the regulation of building height in stories above grade plane where one or more occupancies is located on the roof. IBC 503.1.4
- Accessory storage spaces of any size are now permitted to be classified as part of the occupancy to which they are accessory.
- The minimum lateral load that fire walls are required to resist is five pounds per square foot.
- New alternative fastener schedule for construction of mechanically laminated decking is added giving equivalent power-driven fasteners for the 20-penny nail.
- Solid sawn lumber header and girder spans for the exterior bearing walls reduce span lengths to allow #2 Southern Pine design values.
- Classification of Congregate Living Facilities. Dormitories and similar non-transient uses now are to be considered as Group R-3 occupancies where the occupant load is 16 or less. In addition, transient lodging houses, such as bed-and-breakfast establishments, can only be considered as Group R-3 occupancies where their total occupant load is 10 or less. IBC 310.3; 310.4
- Medical Gas Systems. IFC medical gas system requirements related directly to building construction have now been replicated in the IBC. New code sections have been introduced addressing medical gas systems and higher education laboratories. IBC 427
- Higher education laboratories. Higher education laboratories using hazardous materials can now be considered Group B occupancies provided such laboratories comply with new Section 428 which provides an alternative approach to the existing control area provisions. IBC 428
- Allowable Height and Area for Tall Wood Buildings. IBC 506
- Construction Documents. The construction document requirements for environmental and special loads have been updated for rain, snow and wind forces and their components. IBC 1603.1
- Structural Observation. Section 1704.6.1 has been added requiring structural observation of buildings that are considered a high-rise or assigned to Risk Category IV. IBC 1704.6
- Mass timber construction - special inspections required of Mass Timber Construction. IBC 1705.5.3

#### **2018 International Existing Building Code (IEBC)**

- When a work area includes more than half the building in an alteration, wall anchors must be installed at the roof line along reinforced concrete and masonry walls. IEBC 503.7.
- Anchorage of interior unreinforced masonry partitions in IEBC 906.7.
- Structural components damaged by snow events must be repaired based on snow loads for new buildings. IEBC 405.2.1.1.
- Buildings undergoing a change of occupancy shall have live, snow, wind and seismic loads checked. Design loads are based on IBC-level forces.
- When a change of occupancy occurs placing a building in a higher risk category, the seismic loads on the building must be evaluated using IBC-level forces. Access to the building must be maintained when passing through or near other buildings and structures.
- A new exception is added for loading of existing structural elements next to an addition in buildings designed using the IRC.

- Carbon Monoxide provisions have been added in the Prescriptive Method Additions, Alterations Level 2 Additions, and in Additions for I-1, I-2, I-4 and R Occupancies.
- Emergency Escape and Rescue Opening provisions related to being operational have been added to Prescriptive Compliance Method and Alterations Level 1.

### 2018 International Fire Code (IFC)

- Addition of “accessible” definitions to meet ADA requirements. IFC 102
- Change of Occupancy Definition- includes changes to occupancy classification, change of group, and change of use within a group. IFC 102
- Fuel-fired Appliance storage tanks. IFC 603.3
- Separation from fuel storage rooms and other internal building sections. IFC 603.3.2.5
- Lower Flammability Refrigerants Classifications. IFC 605.17
- Addition of Non-metallic Cooking Oil Storage Tanks. UL Listed 2152, <200gallons each IFC 608.3.
- Type I Hood Systems for cooking unless exemptions of <5m mg/m<sup>3</sup> of grease, Group R-2 with <16 residents, Assisted Living Facilities <16 residents, Residential Treatment Facilities <16 residents, or appliances with integral down draft exhaust systems. 607.2
- Decrease to 10% of total wall surface/ ceiling surface for decorative materials. 807.2
- Artificial Decorative Vegetation must contain flame retardant or allowed in I-1, I-2 Condition 2, R-2, R-3 if <3 in any dimension, <50% of door, <30 of the wall. 807.4
- Fire pump and riser rooms must contain signs on the door, lighting, and be maintained at >40 degrees F. 901-4.6
- Integrated Fire Protection Testing for all building systems at 10 years. 901.6.2
- Fire pump rooms shall be accessed from the exterior or enclosed in a corridor that is equivalent to the rating of the fire pump room (2hr High-rise, 1hr non-High-rise, both if sprinkled). IFC 901.4.6.1-WA
- Fire Sprinklers required on Group A-1 through A-4 individual floors (according to use) and for the exit discharge serving the Group A. 903.2.1
- Sprinklers for S-1 Occupancies if; Fire area exceeds 12,00 sq/ft, or Fire area is >3 stories above grade plane, or Aggregate fire areas >24,000 sq/ft, or the Fire area used for commercial motor vehicles >5,000 sq/ft or used for storage of upholstered furniture or mattresses > 2,500 sq/ft, or self-storage facility with a fire area >2,500 sq/ft. 903.2.9
- Fire areas separated by 3hr fire resistive construction and only one story may not contain fire sprinklers. 903.2.9
- Sprinklers in bathrooms in Group R are not required if <55 sq/ft, located within sleeping units, and walls have 15-minute ratings. 903.3.1.1.2
- Non-rated construction is allowed if fire sprinkled on balconies. 903.3.1.2.1
- Attics that exceed 55’ from the lowest level of fire department access must provide sprinklers, fill the attic with non-combustible insulation, or have non-combustible construction. IFC 903.3.1.2.3
- Obstruction delating sprinkler activation or affecting water spray must comply per standard. IFC 903.3.3
- Certification of Service Personnel working on commercial cooking and extinguishing systems shall meet ICC/NAFED standards. 904.1.1
- Domestic cooking appliances are allowed in I-1, I-2 Condition 1 and Group R-2 college dorm if protected by 300A or provided with ignition prevention. 904.13
- Aerosol Fire-extinguishing systems are allowed is NFPA 2010 compliant. Single use devices with 6-month inspections. Replace is >5% loss. 904.14
- Fire Standpipes required for stairwells over 30’ in height or four stories. IFC 905.3.1

- Locking Standpipe caps are permitted to be used. IFC 905.11
- Group E can move fire extinguishers into the classrooms and eliminate in common areas if they are installed in each classroom. Extinguishers still need to be installed <30 from domestic cooking equipment as listed in 904.13. 906.1
- Fire Alarm Construction Documents removed from Fire Code and referenced in NFPA 72. IFC 907.1.2
- Manual fire alarm required in Group A with a occupancy load >300, or >100 above/below the floor of exit discharge. 907.2.1
- Group E is required to provide an Emergency voice/alarm communication system or emergency response system unless the occupancy load is <1000. Manual Fire Alarm is not required for occupant load <50. 907.2.3
- Smoke alarms shall be replaced when they fail to respond to operability tests or exceed 10yrs of life unless the manufacture recommends differently. 907.10
- Fire Alarm service and designers must meet NICET and/or ESA-NTS certifications. 907.11
- Smoke and heat vents shall be inspected annually and tested every five years. Mechanical smoke removal devices shall be inspected annually and testing annually. IFC 910.5
- Gas Detection Systems added. IFC 916
- Mass Notification to comply with NFPA 72. IFC 917
- Business Occupant load changed from 1 person per 100 sq/ft to 1 person per 150sq/ft. IFC 1004.5
- Lobbies are considered “pass through” for exiting. IFC 1006.2.1 Ex. 1.
- Paths of egress to an exit shall not pass through more than 1 story (except R). IFC 1006.3
- Exterior areas of assisted rescue must be sprinklered or protected with 1hr restive rating. IFC 1009.7.2
- Educational Occupancies Locking arrangements modified. IFC 1010.1.4.4, 1031.2.2
- Delayed egress clarified. IFC 1010.1.9.8
- Locks on Stairway doors must be unlocked to all egress pathways but can be locked from stairs to individual floors. IFC 1010.1.9.12
- Luminous Egress Path Markings required in Group I and High-rise. IFC 1025.1
- Minimum aisle width clarified. IFC 1029.9.1
- Emergency escape and rescue opening decreased to one in basements if sprinklered in R-2 and R-3. IFC 1030.1
- Emergency Egress Lighting shall be inspected monthly for 30 seconds and annually for 90 minutes. IFC 1031.10
- Existing Group A-2 required to retrofit if occupant load is >300 AND serves alcoholic beverages. IFC 1103.5.1
- Fire protection-rated doors which are held open shall close upon activation of the fire alarm, sprinklers within the zone. IFC 1105.6.2
- Energy Systems Chapter Added. IFC Chapter 12
- Solar systems required to provide rapid shutdown switches. IFC 1204.5
- Stationary Battery Systems modified. IFC 1206.2
- Combustible dust operations require “Dust Hazard Analysis” to determine the fire protection systems required. IFC Chapter 22 and NFPA 652
- Repair of Motor Vehicles with “lighter-than-air” fuels protection systems enhanced or separated. IFC 2311.8.4
- Spray room referred to IBC and Spray Booth regulated by IFC. Defines protection requirements. IFC 2402.2

- Outdoor Pallet Storage at manufacturing and recycling sites. Security and fire plans, stack height, and fire flow requirements. IFC 2710
- Umbrellas classified as “tents”. IFC Chapter 31
- Tents shall be sprinklered if used as a Special Amusement Buildings if >1000 sq/ft or travel distance is > 50’.
- Temporary Special Event Structure defined and required a special inspection under IBC. IFC 3105
- Outdoor Assembly Events over 1000 occupants required a Public Safety Plan, Fire Access, Crowd Managers, Weather Monitor, Cooking requirements, medical systems. IFC
- Tents are assessed as “structures” with regards to placement of LPG tanks in chapter 6104.3. IFC 3107.13
- High-pile storage layout required to be maintained and re-evaluated. Must be posted. IFC 321.3.2.
- Clarification given to Commodities. IFC Table 3203.8
- Limited Group A Plastics clarified. IFC 3203.9
- High-piled Storage Areas clarified for separation areas. IFC 3211
- Fire Watch is required for building being constructed over 40’ after outside construction times. Does not exempt hot work. IFC 3304.5
- Construction of Type IV requirements for fire protection during construction. IFC 3308.9
- Laboratory Suites defined for number of control areas and fire protection systems. IFC 3804.1.1.
- Processing and extraction Facilities modified and clarified. IFC Chapter 39
- Fireworks has been defined as “fireworks” not explosives for 1.3g and 1.4g and storage increase removed even with fire sprinkler systems. IFC 5003.1.1
- Oxidizers have been clarified and defined for storage. IFC 5003.1.1
- Hazardous Materials Piping Systems need valves at the source and specific leak protection. IFC 5005.1.12
- Aerosols in plastic containers defined for quantities. IFC 5103.2
- Maximum aerosol cooking products in A, B, E, F, and R is limited to <1000lbs. <2500 allowed in other occupancy groups. IFC 5104.2.2
- Medical Gases expanded to include health care and veterinary care. When quantities exceed “permit” threshold then they must be stored properly. IFC 2306.1
- Medical gas storage defined and clarified exterior and interior. IFC 5306.2.1- 5306.2.2
- Liquid Co2 Systems >100lbs required permit and mechanical ventilation or gas detection.
- Permit required for Co2 Systems if they have a remote fill. IFC 5307.4
- On-demand Mobile Fueling required a permit, NFPA 385 compliant vehicle, safety and emergency response plan, and training records for operators. IFC 5707
- On-Demand Fueling shall be >25 from buildings, property lines, combustible storage, storm drains and ignition sources. Shall not occur on public streets and only provide a maximum of 30 gallons.
- LPG <2000 may be located within 5’ of roadways. IFC 6104.3
- Appendix N added for “Trade Shows and Exhibits”. IFC Appendix N

#### **Washington State Energy Code - Commercial (WSEC-C)**

- Added new section C411 for Solar Readiness and included in prescriptive and outcome-based paths.
- Fenestration U-Factors and SHGC revised. Table C402.4
- Allowable air leakage rate was reduced from .40 to .25 CFM per square foot and buildings are now required to meet criteria.
- Corrective action required for failed building leakage test which exceeds 0.4 CFM/FT<sup>2</sup>. C402.5.1.2

- Where DOAS is provided, increased fenestration above 30% is no longer permitted as an option. C402.4.1.1.4
- HVAC total system performance ration added for buildings required to comply with DOAS section. C403.1.1
- New limits on heated or cooled vestibules. C403.4.1.4
- Balanced ventilation with minimum 60% heat recovery with outdoor air required for R-2 dwelling units. System must allow testing for each habitable space. C403.3.6
- Several changes to thermostatic system controls in section C403.4.1. Includes requirements for switches to disable HVAC systems where doors to outside are left open. C403.4.1 & C403.4.2
- Economizer performance ratings and control requirements added or amended for several different economizer system types. C403.5
- Lighting controls amended and luminaire level lighting control concept added as an option. C405.1 & C405.2
- Efficiency requirements increased for exterior building grounds lighting. C405.5
- Commissioning requirements have been streamlined and clarity added that regardless of design methodology, system commissioning is required. C408
- The Energy Rating Index compliance alternative index values have been increased slightly however, the method for determining an index is now required to be in accordance with standard ICC/RESNET 301.
- Minimum amount of required high-efficiency lamps increased from 75% to 90%. R404.1
- Compressive strength requirements added for insulation required beneath electric water heaters. R403.5.5
- Certified passive house options have been added. R407
- The ICC/RESNET 380 standard has been included as one of standards that can be used for determining the air leakage rate of a building or dwelling unit.
- Electric readiness (power supply and space) for gas water heaters and dryers. R404.2
- The maximum allowable fenestration U-factors in Table R402.1.2 (for the prescriptive compliance path) for climates zones 3 through 8 have been reduced from the values in the 2015 edition.

#### **2018 International Mechanical Code (ISPSC)**

- Dryer ducts installed within framing cavities of walls or ceilings shall be installed without deforming the duct. IMC 504.8.2
- Return air shall not be taken from indoor pool enclosures and associated deck areas. IMC 601.5
- Minimum smoke and flame requirements for pipe and duct insulation in within plenums. IMC 602.1.8
- Factory-built chimneys/vents require steel insulation shields separating the vent and insulation and extending not less than 2 inches above insulation and secured from displacement. IMC 805.7

#### **2018 International Swimming Pool and Spa Code (ISPSC)**

- It was clarified that flotation tank systems for sensory deprivation therapy are not within the scope of the ISPSC.
- Hot water storage tanks are now required to be listed and labeled to a standard.
- New sections were introduced into the code to cover solar thermal water heating systems. Installation requirements refer to the IMC.

## 2018 Fire Code Amendment Summary

The items listed below are proposed amendments to the State and International model code. These amendments are aimed to provide clarity and direction for local, jurisdictional specific instances. All Fire Marshals from King County Zone 1 have been meeting for months in an effort to close the gap between individual jurisdiction requirements and model code. The effort, if successful, will provide uniform guidance to contractors, architects, and citizens throughout the region without major differences. For this code cycle, the Mercer Island Fire Marshal's Office is requesting the following amendments:

1. **104.1.2** Added Indigent Housing Guidelines. This clarifies definitions related to housing that local jurisdictions are facing that have not been adopted or defined by model code.
2. **105.6.30** Added Mobile Food Preparation Vehicle definition and the ability to use other jurisdictions operational permits as approved by the Fire Marshal. This defines, more specifically, the intended use and hazard of vehicles which carry LPG/CNG and cooking appliances that produce grease laden vapors, while exempting less hazardous preparation type vehicles.
3. **106.8** Amended Overcrowding to allow the Fire Marshal to “direct actions” to reduce overcrowding instead of solely stopping the function. The added word “direct actions” allows the Fire Marshal to work with the organizer to provide immediate actions to reduce overcrowding in lieu of evacuation.
4. **108.7** Added Unauthorized Tampering language. Provides code language to reiterate the need to not remove, destroy, or manipulate any tags, signs, or postings required by adopted code.
5. **307** Amended Open Burning language to align with regional guidelines and provide clarification to residents. This language provides alignment with the King County Fire Marshals groups, Puget sound Clean Air Agency, and other local jurisdictions. Items that do not apply to our area are removed and definitions are more clearly articulated in an effort to provide better guidance to our citizens.
6. **401** Added Evacuation language to align with expectations of fire alarm activation. Additionally, provided exceptions for not evacuating. Currently there is not language that states one shall evacuate during an emergency, fire drill, or alarm activation. This amendment provides clear language and code authority.
7. **510** Amended to closely align with jurisdictional requirements for the Public Safety Emergency Radio Network (formally King County Radio/NORCOM). This provides business owners, building owners, and contractors with specific guidelines for the installation, maintenance, and operation of in building radio systems to ensure capability with PSERN while not damaging the network. Items added are specific to our jurisdiction.
8. **901.9** Amended to provide the AHJ with 30 days' notice prior to termination of required fire alarm monitoring. This requires any service provider within our jurisdiction to provide 30 days' notice to the Fire Marshal to allow for our jurisdiction to work directly with the building owner in an effort to find resolve prior to the required fire protection system monitoring being terminated.

9. **903.2.9** Added the requirement for sprinkler in self-storage occupancies greater than 2500 square feet. This aligns with the requirement of upholstered furniture storage since the typical contents of a storage unit is upholstered furniture. These occupancies present a large fire growth and spread hazard. By providing this additional requirement, occupancies would align with intended code sections of commercial operations.
10. **1103.11** Added the requirement for certain existing “high risk” buildings to provide building information cards- This aligns with new construction and provides emergency responders with key information during an emergency. (very few in our jurisdiction would qualify). Building owners or perspective designers/builders would be required to provide a pre-determined list of hazards and building information for responding crews. This specific section is retroactive and would apply to buildings such as Hospitals, Highrise, target hazard buildings, and multiple building on one platform. Initial survey shows that this has been requested and provided within our jurisdiction for several years.
11. **3308.9** Added requirements for “job shacks” during construction to provide clarity to installation requirements. This section regulates the location and type of construction of job shacks on a construction site. Typically, job shacks are undefined by the model code and contribute to fires that spread to adjacent building under construction. Providing language will assist contractors with clear expectations of where the job shack may be placed and the materials in which it is constructed. This further aligns with other jurisdictions in our area.
12. **3308.10** Added Job Site Security for “under construction” buildings to prevent vandalism or fires. Many fires are started on construction sites by vandals. These fires are almost always catastrophic in nature and provide 100% destruction to the building under construction due to the lack of functioning fire protection systems. This provides direction to mitigate the risk of fire by providing security precautions.
13. **5307.5.2** Removed Carbon Dioxide (CO2) Systems. This was adopted by model code.



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5801**  
**January 19, 2021**  
**Consent Calendar**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5801: Code of Ethics Violation Complaint Disposition	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	In accordance with the Ethics Hearing Examiner's recommendation, dismiss the Code of Ethics violation complaint against Planning Commission Member Pirzio-Biroli without penalties.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	City Manager
<b>STAFF:</b>	Bio Park, City Attorney
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Ethics Complaint 2. Ethics Officer's Determination of Sufficiency 3. Hearing Examiner's Findings of Fact, Conclusions of Law, and Recommendation 4. Memorandum from Ethics Officer on City Council Deliberations
<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

### SUMMARY

#### BACKGROUND

On August 3, 2020, a complaint was filed with the City Clerk under Section 2.60.070(A)(1) of the Mercer Island City Code (MICC) by several complainants, alleging code of ethics violations by Planning Commission Member Lucia Pirzio-Biroli. See Exhibit 1. In pertinent part, the complaint described the alleged conduct that violated the City's ethics code as follows:

*"[R]epresentatives of the new Farmer's Market Building have hired a planning commission member to evaluate the comprehensive plan as it relates to Mercer Island and advise them of what is and is not possible under the city's code."*

The complaint was forwarded to the City's Ethics Officer for a determination of sufficiency pursuant to MICC 2.60.070(A)(2). After reviewing the complaint, the Ethics Officer issued a decision concluding that if the allegations in the complaint are determined to be true, the complaint was sufficient to allege violations of MICC

2.60.030(D), RCW 42.23.070(2), and RCW 42.23.070(3), and not sufficient to allege a violation of any other provision of MICC 2.60.030 or chapter 42.23 RCW. See Exhibit 2.

The decision on determination of sufficiency was forwarded to the City's Ethics Hearing Examiner to conduct a hearing on the complaint, to make findings of fact and conclusions of law, and to issue a recommendation on the disposition of the complaint to the City Council pursuant to MICC 2.60.070(B). The hearing on the complaint was held on October 19, 2020, and the decision with Hearing Examiner's findings of fact, conclusions of law, and recommendation was issued on November 20, 2020. See Exhibit 3. The Hearing Examiner summarized his decision and recommendation as follows:

*"Because the record reflects that Planning Commission Member Lucia Pirzio-Biroli did not violate the applicable provisions of the Mercer Island Code of Ethics that the Hearing Examiner has the authority to address based on the filed complaint and Determination of Sufficiency issued by the City's Ethics Officer, the Hearing Examiner recommends that the City Council dismiss the complaint without penalties."*

## **DISPOSITION OF COMPLAINT**

MICC 2.60.070(C) allows for the City Council to deliberate on the disposition of the complaint in Executive Session pursuant to RCW 42.30.110(1)(f) but requires the City Council to take final action in a public meeting. Consequently, the City Council deliberated on the disposition of the complaint in Executive Session and requested the City Manager to prepare an agenda bill for the disposition of the complaint during an open session of a City Council Regular Meeting.

Pursuant to MICC 2.60.070(D), the City Council may take the following actions in disposition of the complaint based on the findings, conclusions, and recommendations from the hearing examiner (as appropriate): dismissal of the complaint without penalties, referral to another agency with jurisdiction over the violation, admonition (an oral nonpublic statement made by the mayor to the official), reprimand (a letter from the City Council to the official), censure (a letter read to the official in public), remove the official from their board or commission effective immediately, or civil penalties of up to \$1,000. The action of the City Council is final and not subject to further administrative appeal or review by the City (except for any monetary amount of civil penalties assessed).

At the City Council's request, the Ethics Officer prepared a memo with guidance on the manner and process by which the City Council should decide on a final action in disposition of the complaint. See Exhibit 4. In summary, the Ethics Officer stated that under the City's code, "while the City Council may reject the hearing examiner's recommendations – as "recommendations" are, by definition, optional – the City Council may not reject or alter the hearing examiner's factual findings or legal conclusions; it must consider those as firmly established, and must use those as the bases for its ultimate decision on the matter." Accordingly, he stated further that "any decision to resolve the matter differently than recommended by the hearing examiner should be approached cautiously. It should be (1) consistent with both the factual findings and the legal conclusions made by the hearing examiner, and (2) accompanied by some explanation as to why, based on those findings and conclusions, the Council has decided a different resolution is more appropriate."

## **HEARING EXAMINER'S RECOMMENDATION**

Dismiss the August 3, 2020 Code of Ethics violation complaint against Planning Commission Member Pirzio-Biroli without penalties.

To: Mercer Island City Clerk  
 Also to: Ethics Officer  
 Signature and Attestation of Ethics Complaint MICC 2.60.070  
 Planning Commission Member Lucia Pirzio-Biroli

Pursuant to R.C.W. 42.23 and MICC 2.60.010 et seq, the signatories below hereby join in and certify under penalty of perjury of the laws of the State of Washington that the attached email from Tom Acker dated June 30, 2020 is true and correct and be considered a formal complaint of Planning Commission member Lucia Pirzio-Biroli, pursuant to MICC 2.60.070, and that this matter be investigated, and the ethics officer make a determination of sufficiency within 30 days of receipt.

The following signatories shall be considered separate complainants subject to individual notice of any determination, disposition, decision or hearing, at their email address listed in the email filing this complaint.

Pursuant to MICC 2.60.070(F), Protection Against Retaliation, neither the city nor an official may take or threaten to take, directly or indirectly, any action that constitutes personal attack, harassment, or intimidation against any person signing and filing this complaint.

/s/ Tom Acker	6-30-2020/7-29-2020	Mercer Island
/s/ Carvel Zwingle	7-28-2020	Mercer Island
/s/ Mathew Goldbach	7-28-2020	Mercer Island
/s/ Susan Lund	7-28-2020	Mercer Island
/s/ Rob Dunbabin	7-29-2020	Mercer Island
/s/ Gary Robinson	7-29-2020	Mercer Island
/s/ Wendy Kristek	7-30-2020	Mercer Island
/s/ John Hall	7-30-2020	Mercer Island
/s/ Jean Dunbabin	7-30-2020	Mercer Island
/s/ Mike Cero	8-3-2020	Mercer Island
/s/ Daniel Thompson	8-3-2020	Mercer Island

**tomacker1@comcast.net**

**From:** tomacker1@comcast.net  
**Sent:** Tuesday, June 30, 2020 12:13 AM  
**To:** 'Bio Park'; 'benson.wong@mercergov.org'; 'ed.holmes@mercergov.org'; 'Jessi Bon'  
**Cc:** 'Salim Nice'  
**Subject:** Formal Ethics Complaint/Conflict of Interest Complaint  
**Importance:** High

One of the reasons I fought so hard for a code of ethics/conduct before, during and after on the council was to protect the interests of Mercer Island Residents and constituents. Since moving back to Mercer Island, and even before, it was clear Council Members and their appointees to committees did not have community interests at heart and pandered to developers at the expense of the community. Sven Goldmanis and Dan Grausz, as well as other Legacy Council Members, continued to allow massive developments to move forward at the expense of the community. The integrity of the Council, the island's infrastructure, and the school system all suffered as a result of poor and questionable leadership either through the Council or their appointees. Sven Goldmanis even called me during my last campaign against Joy Langley and said he'd guarantee a win if I'd come out in favor of 7 stories in the Island Town Center and said "he could make it worth my while" if I came out in favor of development. I never gave it a moment's consideration because it violated not only my personal ethos but also violated everything I stood for when protecting the island through the Save Our Suburbs Organization. Some of the actions, or lack of action, over time felt criminal, or, perhaps, at the very least, out of process. Other oversights, like Suzy Skone not declaring that she was a landowner in the town center while arguing for upzones in the town center, were clearly undisclosed conflicts of interest. This pattern is why Save Our Suburbs started.

Unfortunately, the right tools to weed out these behaviors were not in place for citizens to file complaints over the years. Then, when the proposed code of conduct/ethics was finally implemented, the former city manager had neutered the document and stripped out all my input to the point the original intent was not achieved. Since last summer, and after several complaints were filed, it's my understanding an enhanced code was put in place with all of the original inputs and some additional enhancements. If so, this will ensure there is a thorough review of any complaints brought forward. This code, if it exists today and has the support of the current council, will also ensure the city council, commission members and board members operate with integrity, without conflicts of interest, and within ethical swim lanes. It's also my understanding there is a newly adopted investigative process to support the code of conduct/ethics to ensure complaints will not be swept under the rug and that there will not be any retaliation on staff members.

**If the above is not an accurate reflection of where the code of ethics and conduct resides, please let me know and I will pursue other avenues of resolving the issue described below.**

The purpose of this email is to formally raise a conflict of interest violation that needs to be investigated. It is my understanding the representatives of the new Farmer's Market Building have hired a planning commission member to evaluate the comprehensive plan as it relates to Mercer Island and advise them of what is and is not possible under the city's codes. Even if the scope of work as I understand it is not 100% accurate, any business relationship with the potential developers would not be appropriate for a sitting planning commission member. If the allegation is true, the planning commission member should immediately be removed from all city related activities. At the very least, entering into a business agreement with a landowner/developer is at the very least a lapse in judgement but it is likely much more significant as the individual has been compromised. As an agent of the council and the community, this is not ok. Many would assume this is a much more nefarious act that reeks of what happened with the Hines Corporation.

The days of Grausz, Bassett, Bertlin, Goldmanis politics should be over. I felt there was a new beginning while on Council and then last summer observed quite a few manipulations of the system. This Council has the opportunity to redefine the City Council and the City manager have the opportunity to operate with integrity. This is something that hasn't happened for years.

Please take this complaint seriously Mayor Wong and ensure the city follows all the appropriate protocols along with the Deputy Mayor and Deputy Deputy Mayor(?). If **Commission Member Lucia Pirzio-Biroli** is exonerated of the complaint, I would be surprised. The developers themselves told me they hired her and the final deliverable is due to them on July 6<sup>th</sup>. I spoke at length with Mark and he was very specific. I let him know my thoughts and feelings about hiring Lucia and let him know this wasn't the smartest way to ingratiate himself with the community. Furthermore, I let him know that Lucia is well known for not representing the interests of the community as she has ignored feedback consistently, continued to push for large scale development and pushed for what I call developer giveaways. During the conversation, Mark alluded to the fact that he was seeing some of her biases during presentations/discussions. This is, and has been, the ongoing problem with Mercer Island's departments, boards, council members and commissions for years. Too many things were done behind the scenes and out of the public's eye. Just like the famous Dan Grausz Whole Foods Facsimile that came in during a meeting to try and persuade Islanders to buy off on the Hines project or the intense pressure from Sven Goldmanis to push council members for big development. This type of behavior has to stop. Everything needs to be done above board and council members, board members, and commission members have to operate without impunity. I just don't get it, how in the world would Lucia Pirzio-Birolli ever think taking money or a job from a developer actively pursuing a development on the island would be ok?

Bio, Mr. Mayor, City Manager Bon, or Chief Holmes, please try to bring honor and integrity back to the Council and investigate this complaint. If she didn't do anything wrong, then so be it, but the matter must be investigated and investigated quickly.

Respectfully,

Tom Acker

**BEFORE THE MERCER ISLAND ETHICS OFFICER***In the Matter of*

August 03, 2020 Ethics Complaint Against  
Planning Commission Member Lucia  
Pirzio-Biroli

**DETERMINATION OF SUFFICIENCY****I. INTRODUCTION – AUTHORITY**

Chapter 2.60 of the Mercer Island City Code (“MICC”) constitutes the “Code of Ethics” enacted to “govern the conduct of members of the city council, the city’s boards and commissions, and council-appointed task groups or committees.” *MICC 2.60.010.A*. The purpose of the Code of Ethics is to ensure a “fair, ethical and accountable local government that has earned the public’s full confidence.” *MICC 2.60.010.B*. To that purpose, the Code of Ethics contains a listing list of prohibited conduct for city officials (*2.60.030*), authorizes the Council to adopt a “code of ethics statement” (*2.60.040*), creates the position of “ethics officer... responsible for the prompt and fair enforcement of this code of ethics when necessary” (*2.60.050*), and generally outlines the manner in which the ethical rules are to be implemented and enforced (*2.60.060-.070*). The Code of Ethics applies to “all members of the city council, the city’s boards and commissions, and other council-appointed task groups

1 or committees of the city of Mercer Island who are currently serving their positions.” *MICC*  
 2 *2.60.020*.

3 The Code establishes that “[a]ny person may submit a written complaint... alleging  
 4 one or more violations of this code of ethics by an official.” *MICC 2.60.070.A.1*. When such  
 5 a complaint is received, the City Code requires it be submitted to the ethics officer, who “shall  
 6 make a determination of sufficiency within 30 days of receipt of the complaint.” *MICC*  
 7 *2.60.070.A.2*.

## 9 **II. CURRENT COMPLAINT – APPOINTMENT OF ETHICS OFFICER**

10 On August 3, 2020 the City Clerk received an ethics complaint against Planning  
 11 Commission Member Lucia Pirzio-Biroli.<sup>1</sup> The complaint is comprised of a 1-page letter  
 12 that refers to and incorporates a June 30, 2020 email from Tom Acker to various City  
 13 officials. *See Exh. 1*. The essential allegation is as follows:

15 [T]he representatives of the new Farmer’s Market Building have hired a  
 16 planning commission member to evaluate the comprehensive plan as it  
 17 relates to Mercer Island and advise the, of what is and is not possible under  
 the city’s code.

18 *Exhibit 1 at p. 2*.<sup>2</sup> The complaint goes on to allege that Ms. Pirzio-Biroli “has ignored  
 19 feedback consistently, continued to push for large-scale development and pushed for what I  
 20 call developer giveaways.” *Exh. 1 at p. 3*. The complaint is electronically signed by 11  
 21 separate individuals: Tom Acker, Carvel Zwingle, Mathew Goldbach, Susan Lund, Rob  
 22 Dunbabin, Gary Robinson, Wendy Kristek, John Hall, Jean Dunbabin, Mike Cero, and Daniel  
 23 Thompson. *Id.*

25  
 26 <sup>1</sup> As a member of the Planning Commission, Ms. Pirzio-Biroli meets the definition of a city “official” to  
 whom the Code of Ethics applies. *See MICC 2.60.020*.

27 <sup>2</sup> The June 30<sup>th</sup> email does not specifically identify Ms. Pirzio-Biroli in this portion, but goes on to say “If  
 Commission Member Lucia Pirzio-Biroli is exonerated of the complaint, I would be surprised.” It is therefore  
 assumed that Ms. Pirzio-Biroli is the official to whom the allegations refer.

1 On August 3, 2020, the City Manager appointed the undersigned to serve as the City's  
2 Ethics Officer as authorized by MICC 2.60.050. *See Exh. 2.* The same day, the City Clerk  
3 transmitted the current complaint to the undersigned, requesting a determination of  
4 sufficiency pursuant to MICC 2.60.070.A.

### 6 **III. ANALYSIS**

7 In making a determination of sufficiency under the City Code, the Ethics Officer must  
8 accept the facts alleged as true, and simply determine whether “the allegations, if established,  
9 would violate MICC 2.60.030, including Chapter 42.23 RCW.” *MICC 2.60.070.A.2.* The  
10 Ethics Officer is not empowered to assess the credibility of the complainant or the complaint,  
11 interview witnesses, or otherwise make any inquiry into, or determination regarding, the facts  
12 alleged. Here, the Ethics Officer must assume – without deciding – that the following facts  
13 alleged in the complaint are true: (1) a private developer that has undertaken prior  
14 development with the City, and that plans to participate in future development in the City,  
15 has “hired” Ms. Pirzio-Biroli to provide advice on what development may be allowed under  
16 the City Code, and (2) in the course of her duties on the Planning Commission, Ms. Pirzio-  
17 Biroli “has ignored feedback consistently, continued to push for large-scale development and  
18 pushed for ... developer giveaways.” *Exh. 1 at p. 3.* The question is whether those allegations  
19 adequately allege an ethical violation under either MICC 2.60.030 or RCW ch. 42.23.  
20  
21

#### 22 **A. MICC §2.60.030**

23 MICC 2.60.030 broadly prohibits five types of action by city officials: conflicts of  
24 interest (§A), misuse of public position or resources (§B), representation of third parties (§C),  
25 receipt of gifts and favors (§D), and misuse of confidential information (§E). Each of these  
26 are examined in turn.  
27

1           **1. Conflicts of Interest (MICC 2.60.030.A)**

2           Under subsection *A* of MICC 2.60.030 (“Conflicts of Interest”), a city official is  
3 prohibited from participating in any “government decisions” in which he/she has a conflict  
4 of interest. A conflict of interest is presumed to exist whenever the official, his/her spouse,  
5 anyone he/she lives with, or “an entity that the official serves as an employee, officer,  
6 director, trustee, partner or owner” has “a financial interest that relates to a government  
7 decision.” A “financial interest” is presumed if one of the listed individuals/entities “stands  
8 to incur material financial gain or loss as a result of a decision under consideration by the  
9 city.” *Id.*

11           Based on the language of MICC 2.60.030.A, the complaint here must allege three  
12 specific elements in order to be deemed sufficient under that subsection: (1) that Ms. Pirzio-  
13 Biroli serves “the representatives of the New Farmer’s Market Building” as an “employee,  
14 officer, director, trustee, partner, or owner;” (2) that the “representatives of the new Farmer’s  
15 Market Building” stand to incur material financial gain “as a result of a decision under  
16 consideration by the city;” and (3) that Ms. Pirzio-Biroli is “participating in” that decision.

18           a.       “Employee, Officer, Director, Partner, or Owner”

19           Regarding the first element, the complaint alleges a private entity has “hired” Ms.  
20 Pirzio-Biroli to offer advice on the type of development allowed under the city code.  
21 However, the complaint does not explicitly allege Ms. Pirzio-Biroli is serving as an  
22 “employee, officer, director, trustee, partner or owner.” In fact, the type of analysis and  
23 advice for which Ms. Pirzio-Biroli has allegedly been hired – to evaluate the comprehensive  
24 plan and provide advice on potential development – typically occurs in the  
25 consultant/independent contractor context. And though it may seem there is little difference  
26 between an employee and a consultant/contractor for purposes of determining whether a  
27 DETERMINATION OF SUFFICIENCY - 4

1 conflict of interest exists, the fact that the City Code explicitly mentions “employee,” but  
2 does not mention “consultant/contractor,” is important.

3 Our courts have developed a variety of principles to guide lawyers and judges in the  
4 interpretation and application of statutory language. One of the more widely-cited maxims  
5 of statutory construction is the Latin phrase “*expressio unius est exclusio alterius*,” which  
6 broadly means “the explicit mention of one thing means the exclusion of another.” For  
7 example, if a sign in a store window says “no animals allowed,” the prohibition would apply  
8 to animals of any kind. However, if the sign reads “no cats, lizards, or birds allowed,” one  
9 can presume that all other animals are allowed. In other words, since the sign lists specific  
10 types of animals that are excluded, traditional principles of legal interpretation would mean  
11 that animals not specifically listed will not be excluded.

12  
13  
14 Here, the City Code contains a list of specific roles that city officials are prohibited  
15 from performing for entities with pending financial interests in city decisions: employee,  
16 officer, director, trustee, partner or owner. *MICC 2.60.030.A*. Well-established rules of  
17 statutory interpretation dictate that the explicit listing of those prohibited roles means other  
18 roles not specifically listed are not prohibited. The present complaint against Ms. Pirzio-  
19 Biroli does not specifically allege she serves in any of the roles explicitly prohibited by the  
20 code section, and the nature of the work she is alleged to be performing is most typically  
21 performed in a consultant/contractor role, which is not explicitly prohibited.<sup>3</sup>

22  
23 As a result, because the complaint does not describe the specific nature of the role for  
24 which Ms. Pirzio-Biroli is alleged to have been “hired,” and because the specific nature of  
25

---

26 <sup>3</sup> Under MICC 2.6.050.B, the ethics officer “may recommend changes or additions to this code of ethics to the  
27 city council.” The undersigned recognizes the above analysis may be contrary to the council’s intent with  
regard to conflicts of interest for city officials. If that is the case, MICC 2.60.030.A could easily be amended  
to prohibit a consultant/contractor relationship either by adding “consultant/contractor” to the list of prohibited  
positions, or by adding a catch-all provision (*i.e.*, “any similar position involving payment for services”).

the role appears relevant under the city code, I am compelled to conclude that the complaint “provides too little detail for the ethics officer to reach a determination” regarding a violation of MICC 2.60.030.A. *MICC 2.60.070.A.2.*

b. “Financial Interest” in a “Decision Under Consideration by The City”

Despite having found that the complaint provides too little detail regarding the nature of Ms. Pirzio-Biroli’s alleged relationship with an outside entity under MICC 2.60.030.A, the undersigned believes analysis of the remaining questions under that subsection may be instructive for the complaining parties, the City Council, and the public.<sup>4</sup>

As indicated above, even if a city official were actually employed by a private entity, a conflict of interest would only exist if that entity had a “financial interest [in]...a decision under consideration by the city.” *MICC 2.60.030.A.* Here, the only entity/ies identified in the complaint are “the representatives of the new Farmer’s Market Building.”<sup>5</sup> *Exh. 1, p. 2.* While the complaint alleges Ms. Pirzio-Biroli is advising that entity on “what is and is not possible under the city’s codes,” and claims that the entity is “a developer actively pursuing a development on the island,” it goes no further to identify any specific pending development application, or any other decision under consideration by the city in which the entity may have a financial interest.

---

<sup>4</sup> Since the City’s ethics code is relatively new and untested, it may be instructive to all concerned parties how the ethics code is likely to be analyzed and applied in the future, even if that analysis it is not dispositive to the current complaint.

<sup>5</sup> As noted both above and below, the ethical prohibitions under MICC 2.60.030.A depend largely on the specific identity of the entity alleged to be employing a city official, or alleged to have a financial interest in a city decision. Here, the only description of the entity at issue is “representatives of the New Farmer’s Market Building.” The entity is not identified by name, there is no indication whether it is a property developer, a property owner, a property manager, merely a representative of such entity, or even whether it is an individual or a corporation or non-profit entity. While the identity of the entity may be clear to someone familiar with the background here, the ethics official is limited to the text of the complaint. For purposes of this determination of sufficiency, the undersigned presumes the entity at issue is a property developer with both prior and planned development in the City.

1 This distinction is important, as employment with an outside entity with no financial  
2 interest in any decision currently under consideration does not appear to be prohibited by  
3 MICC 2.60.030.A. In other words, MICC 2.60.030.A does not prohibit a Planning  
4 Commission member – or any other city official – from being employed by a private  
5 developer unless and until that developer attains a financial interest in the outcome of a  
6 decision actively under consideration by the City; *i.e.*, by submitting a development proposal  
7 or application, or otherwise seeking some City action or approval. Similarly, even if MICC  
8 2.60.030.A were amended to include “consultant/contractor” as a prohibited position, the  
9 prohibition would not appear to apply if the terms of the consultancy/contract were completed  
10 prior to the entity’s request for a specific city decision.<sup>6</sup>

13 This interpretation – limiting the application of ethical prohibitions to  
14 *current/ongoing* conflicts – is consistent with how such statutes are generally drafted,  
15 interpreted, and applied. For example, it is not unheard of for city planners or other planning  
16 staff to have prior experience in private sector development. Were ethical provisions to  
17 prohibit such prior experience, they may automatically exclude a wide swath of qualified  
18 candidates from public service, especially in areas where prior professional experience is  
19 most helpful to the governmental entity and the public it serves.

21 Applying that generally-accepted interpretation to the present case (and assuming Ms.  
22 Pirzio-Biroli is actually an *employee* of a private developer), the complaint does not identify  
23 any current “decision under consideration by the city” in which the developer has a financial  
24 interest. As a result, the August 3, 2020 complaint against Ms. Pirzio-Biroli fails to establish  
25 this element of MICC 2.60.030.A.

27  

---

<sup>6</sup> To be clear, this discussion only addresses subsection A of MICC 2.60.030. Depending on the facts, such outside employment may still run afoul of other ethical provisions discussed below.

1 c. Participation in a City Decision

2 Third, it is important to note that MICC 2.60.030.A does not make it *per se* unethical  
3 for a city official to have private sector employment anytime his/her employer has a financial  
4 interest in a decision under consideration by the City. Rather, the Code simply prohibits an  
5 official in such a situation from participating in the relevant decision-making process. *MICC*  
6 *25.60.030.A*. Here, even if the complaint alleged Ms. Pirzio-Biroli was employed by a private  
7 entity in a manner explicitly prohibited by the city code, and even if that entity had a financial  
8 interest in a decision currently under consideration by the City, it would still be required to  
9 allege that Ms. Pirzio-Biroli was *actually participating in* the decision-making process. The  
10 complaint makes no such allegation, and therefore again fails to establish this element of  
11 MICC 2.6.030.A.  
12  
13

14 2. Misuse of Public Position or Resources (MICC 2.60.030.B)

15 Subsection B of MICC 2.60.030 prohibits officials from using public services (staff  
16 time, equipment, supplies, etc.) for non-city purposes. The complaint here does not allege  
17 any violation of this section, nor any facts that would arguably amount to such a violation.  
18

19 3. Representation of Third Parties (MICC 2.60.030.C)

20 Subsection C of MICC 2.60.030 prohibits city officials from “appear[ing] on behalf  
21 of the financial interests of third parties” either (1) before the body on which the official  
22 serves, or (2) in interactions with city staff. The complaint here makes no allegation that Ms.  
23 Pirzio-Biroli has appeared before the Planning Commission – the body on which she serves  
24 – on behalf of any outside entity, or that she has otherwise interacted with City staff on behalf  
25 of such an entity. Consequently, the complaint does not allege a violation of this subsection.  
26  
27

1                   **4.       Gifts and Favors (MICC 2.60.030.D)**

2                   Subsection D of MICC 2.60.030 generally prohibits an official from soliciting or  
3 receiving “anything of monetary value” if it was – or may appear to a reasonable person to  
4 have been – given/received in exchange for some “special consideration or influence as to  
5 any action by the official in their official capacity.” Here, the complaint alleges Ms. Pirzio-  
6 Biroli has been “hired” to advise an outside developer. The term “hired” – regardless whether  
7 as an “employee” or a consultant/contractor – undoubtedly implies payment of money, and  
8 therefore clearly qualifies as a thing “of monetary value.” The dispositive question, then, is  
9 whether the complaint adequately alleges either (1) the developer hired Ms. Pirzio-Biroli with  
10 the intent to “obtain special consideration or influence,” or (2) that it would appear to a  
11 reasonable person she was hired for that purpose. *MICC 2.60.030.D*. Based on the text of  
12 the complaint, it *does* appear to make such an allegation in two respects.  
13  
14

15                  First, as mentioned above, in addition to alleging Ms. Pirzio-Biroli receives financial  
16 compensation from an outside developer, the complaint alleges Ms. Pirzio-Biroli “has  
17 ignored feedback consistently, continued to push for large-scale development and pushed for  
18 what I call developer giveaways.” *Exh. 1 at p. 3*. In reading the overall context of the  
19 complaint, it appears to draw a connection between Ms. Pirzio-Biroli’s alleged outside  
20 employment and her alleged preferential treatment of developers in her role on the Planning  
21 Commission. In other words, the complaint appears not only to allege that the outside  
22 developer hired Ms. Pirzio-Biroli *with the intent* to obtain special consideration or influence,  
23 but that Ms. Pirzio-Biroli has *actually provided* such special consideration or influence.  
24

25                  Second, even if the complaint did not specifically allege Ms. Pirzio-Biroli had  
26 exhibited preferential treatment for developers, the complaint would likely be sufficient to  
27 allege a violation of MICC 2.60.030.D anyway. Under the Mercer Island City Code, the role  
DETERMINATION OF SUFFICIENCY - 9

1 of the Planning Commission is to “review and make recommendations on amendments to the  
 2 comprehensive plan...[and] development regulations.” *MICC 3.46.020.A-B*. The Planning  
 3 Commission also “makes recommendations to the city council on land use regulations,  
 4 comprehensive plan amendments and quasi-judicial matters.” *MICC 19.15.010.C.2*. These  
 5 are clearly areas in which private developers have particularly strong legal and financial  
 6 interests. Consequently, the relationship between developers and the Planning Commission  
 7 is such that anytime a member of the Planning Commission is employed by a developer, or  
 8 anytime a developer otherwise pays a member of the Planning Commission for any services  
 9 rendered, it may arguably appear “to a reasonable person... to have been solicited, received,  
 10 or given with intent to give or obtain special treatment or consideration or influence.” *MICC*  
 11 *2.60.030.D.1*.

12  
 13  
 14 This is particularly true here, because the work Ms. Pirzio-Biroli has allegedly been  
 15 hired to perform – reviewing a comprehensive plan and determining what type of  
 16 development is allowed – is so essential to property development that even small-scale  
 17 developers typically perform such work in-house, or have close associations with outside  
 18 experts they repeatedly use for such work. Simply put, when a developer allegedly hires a  
 19 Planning Commission member to do work that developers are typically equipped to do  
 20 themselves, it would be no surprise that a reasonable disinterested person would conclude  
 21 some special consideration or influence was being sought or provided. The complaint  
 22 sufficiently alleges a violation of *MICC 2.60.030D*.<sup>7</sup>

23  
 24  
 25  
 26  
 27 <sup>7</sup> It bears repeating that the Ethics Officer here makes no conclusions regarding the truth of the allegations  
 against Ms. Pirzio-Biroli, or whether there are additional facts and circumstances that may explain or excuse  
 any particular action or arrangement here. The role of the Ethics Officer is solely to determine whether a  
 sufficient allegation has been made based on the facts as alleged.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

**5. Confidential Information (MICC 2.60.030.E)**

Subsection E of MICC 2.60.030 prohibits public officials from disclosing or using “any confidential information gained by reason of their official position for other than a city purpose.” While a violation of this section may be arguably implied by the complaint here, the specific allegation appears to be that Ms. Pirzio-Biroli has given developers preferential treatment, not that she has used or disclosed any confidential information gained by virtue of her position. As a result, the complaint is insufficient to allege a violation of MICC 2.6.030.E.

**B. RCW Chapter 42.23**

Under MICC 2.6.070.A.2, city officials are also subject to the ethical requirements of RCW 42.23, so a complaint is sufficient if it alleges a violation of that chapter. RCW 42.23 includes two subsections that outline prohibited actions for municipal officials: (1) RCW 42.23.030-.050, which prohibit a city official from having a personal interest in any contract to which the city is a party, and (2) RCW 42.23.070, which contains a list of four separate “prohibited acts.” Each provision is examined below.

**1. RCW42.23.030-050: Interests in Contracts**

As discussed above, the complaint here does not allege that the entity who has “hired” Ms. Pirzio-Biroli has any interest in any decision currently under consideration by the City of Mercer Island. Moreover, as a developer, the only interest such an entity would likely have is in the outcome of a development permit application, which would not meet the definition of “contract” under RCW 4.23.020 (“contract, sale, lease or purchase”). For this

1 and other reasons<sup>8</sup>, the complaint here is not sufficient to allege a violation of RCW  
2 42.23.030-050.

3 **2. RCW 42.23.070: Prohibited Acts**

4 Subsection (1) of RCW42.23.070 prohibits a city official from “us[ing] his or her  
5 position to secure special privileges or exemptions for himself, herself, or others.” As used  
6 in the law, “special privileges or exemptions” traditionally means a benefit to which another  
7 member of the public would not ordinarily be entitled. Here, while the complaint appears to  
8 allege Ms. Pirzio-Biroli appears to be “pro-developer” in her role on the Planning  
9 Commission, it does not allege she has given any specific developer any privilege or  
10 exemption to which another developer or citizen would not be otherwise entitled.  
11

12 Subsection (2) prohibits a city official from receiving “any compensation... from a  
13 source other than the employing municipality, for a matter connected with or related to the  
14 officer’s services as such an officer.” Here, the complaint alleges Ms. Pirzio-Biroli has  
15 received compensation for advising an outside developer on the types of development  
16 available under the city code. Since advice on city development is clearly “related to [Ms.  
17 Pirzio-Biroli’s] services as” a member of the Planning Commission, the complaint here  
18 adequately alleges a violation of this subsection.  
19

20 Subsection (3) prohibits a city official from accepting any employment or engaging  
21 in any other “business or professional activity” that the official “might reasonably expect  
22 would require or induce him or her...to disclose confidential information acquired by reason  
23 of his or her official position.” To be clear, this section does not require *actual disclosure* of  
24  
25

---

26 <sup>8</sup> For example, RCW 42.23.040 allows a city official to be an employee of an outside entity if (1) “the  
27 compensation of such employee or agent consists entirely of fixed wages or salary,” (2) the relationship is  
disclosed prior to any decision on the contract, and (3) the official takes no part in the vote. The complaint here  
makes no allegation regarding the nature of the compensation, or that Ms. Pirzio-Biroli has taken part in any  
votes on any specific contract.

1 any confidential information; it more broadly prohibits any situation in which the official  
2 might reasonably expect that such disclosure would be required or induced. This section sets  
3 a fairly low bar, and the allegations made in the complaint appear sufficient here.

4  
5 If, as the complaint alleges, Ms. Pirzio-Biroli has been hired by an outside developer  
6 to offer advice on development under the city code, there are a variety of situations in which  
7 she might “reasonably expect” to feel a responsibility or inducement to disclose confidential  
8 information she has acquired by reason of her official position. The same would be true of  
9 any member of a planning commission employed in a similar capacity by a private developer:  
10 her/she “might reasonably expect” that such employment would induce the disclosure of  
11 confidential information gained by virtue of his/her official position. For example, if a  
12 member of the Planning Commission became aware the City Council was confidentially  
13 considering a moratorium on a certain type of development, and the member were employed  
14 by a developer with specific plans to pursue that type of development, it is reasonable to  
15 expect the member would feel pressure to disclose that information to his/her employer. In  
16 fact, failure to do so may violate his/her ethical responsibilities to the employer. It is that sort  
17 of ethical Catch-22 that statutes like RCW 42.23.070 were intended to avoid. Consequently,  
18 I am compelled to conclude that the complaint here sufficiently alleges a violation of RCW  
19 42.23.070(3).  
20  
21

22 Subsection (4) of RCW 42.23.070 prohibits the actual disclosure of confidential  
23 information. Here, the complaint makes no allegations that Ms. Pirzio-Biroli has actually  
24 disclosed any confidential information gained by reason of her official position, so it does  
25 not sufficiently allege a violation of this section.  
26  
27

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27


#### IV. CONCLUSION

Based on the foregoing, and pursuant to my authority as Ethics Officer for the City of Mercer Island, I conclude as follows:

The August 3, 2020 complaint against Planning Commission Member Lucia Pirzio-Biroli IS SUFFICIENT to allege a violation of the following standards: MICC 2.60.030.D, RCW 42.23.070(2), and RCW 42.23.070(3).

It is NOT SUFFICIENT to allege a violation of any other provision of MICC 2.60.030 or RCW ch. 42.23.

DATED this 26th day of August, 2020.

By:   
Jeremy W. Culumber, WSBA #35423  
Mercer Island Ethics Officer

**BEFORE THE ETHICS HEARING EXAMINER  
FOR THE CITY OF MERCER ISLAND**

In the Matter of an Ethics Complaint	)	No. HEA-2020-01-Ethics
	)	
<b>By Tom Acker and Others</b>	)	
	)	
	)	
Against Planning Commission Member	)	FINDINGS, CONCLUSIONS,
<u>Lucia Pirzio-Biroli</u>	)	AND RECOMMENDATION

**SUMMARY OF RECOMMENDATION**

Because the record reflects that Planning Commission Member Lucia Pirzio-Biroli did not violate the applicable provisions of the Mercer Island Code of Ethics that the Hearing Examiner has the authority to address based on the filed complaint and Determination of Sufficiency issued by the City's Ethics Officer, the Hearing Examiner recommends that the City Council dismiss the complaint without penalties.

**SUMMARY OF RECORD**

Hearing Date:

The City of Mercer Island Hearing Examiner held a hearing on the Ethics Complaint on October 19, 2020, using remote technology due to the ongoing COVID-19 pandemic.

Testimony:

The following individuals presented testimony under oath at the hearing:

*Complainant's Witnesses:*

Tom Acker, Complainant

*Official's Witnesses:*

Lucia Pirzio-Biroli, Official

Attorney Daniel Thompson represented the Complainant.

Attorney Alexandra Kenyon represented the Official

Exhibits:

The following exhibits were admitted into the record:

*Complainant's Exhibits:*

- C-1. Website article heading – "Mercer Island's Farmers Insurance Office Trades for \$46.5MM," dated April 17, 2020

*Findings, Conclusions, and Recommendation*

*City of Mercer Island Hearing Examiner*

*Pirzio-Biroli Code of Ethics Complaint*

*No. HEA-2020-01-Ethics*

*Page 1 of 14*

- C-2. June 2, 2020, City Council Meeting Agenda; Ordinance No. 20-12, published June 10, 2020
- C-3. June 2, 2020, City Council Meeting Minutes
- C-4. Website article – “City Council Adopts Temporary Moratorium on Town Center Development,” dated June 2, 2020
- C-5. Website publication – MI Weekly, Vol. 15, No. 29, dated July 15, 2020
- C-6. July 21, 2020, City Council Meeting Agenda; Ordinance No. 20-12, published June 10, 2020
- C-7. Letter from March Gearhart, Ryan Companies, to Mercer Island City Council, dated June 18, 2019
- C-8. Email from March Gearhart to Mercer Island City Council and Staff, dated July 22, 2020
- C-9. Letter from Marc Gearhart, Ryan Companies, to Community Members, dated August 28, 2020
- C-10. September 1, 2020, City Council Meeting Agenda; Ordinance No. 20-12, published June 10, 2020
- C-11. Draft Ordinance No. 20-18, undated and unsigned, with attachments
- C-12. Ethics Complaint, received August 3, 2020, with email from Tom Acker, dated June 30, 2020.

*Official’s Exhibits:*

- O-1. Answer to Ethics Complaint, dated October 12, 2020
- O-2. Declaration of Lucia Pirzio-Biroli in Support of Dismissal of Ethics Complaint
- O-3. Declaration of Evan Maxim in Support of Dismissal of Ethics Complaint

Pleadings and Orders:

- Ethics Complaint, received August 3, 2020, with email from Tom Acker, dated June 30, 2020.
- Determination of Sufficiency, dated August 26, 2020
- Hearing Examiner’s Pre-Hearing Order, dated September 11, 2020
- Hearing Examiner’s Response to Inquiries, corrected September 22, 2020
- Official’s Document List, dated October 12, 2020
- Official’s Witness List, dated October 12, 2020
- Complainant’s Witness List, dated October 12, 2020
- Complainant’s Document List, received October 13, 2020
- Complainant’s Pre-Hearing Statement, dated October 13, 2020, including Complainant’s “Motion in Liminy” [sic] and Motion for Partial Summary Judgment
- Official’s Response to Complainant’s Pre-Hearing Statement and Motion to Strike, dated October 14, 2020
- Complainant’s Response to Official’s Motion to Strike, dated October 15, 2020
- Official’s Reply to Complainant’s Response, dated October 16, 2020
- Hearing Examiner’s Decision on Motions, dated October 16, 2020

*Findings, Conclusions, and Recommendation*  
*City of Mercer Island Hearing Examiner*  
*Pirzio-Biroli Code of Ethics Complaint*  
*No. HEA-2020-01-Ethics*

The Hearing Examiner enters the following findings and conclusions based upon the admitted testimony and exhibits:

## FINDINGS

### *Background and Complaint*

1. Lucia Pirzio-Biroli (Official) is a member of the City of Mercer Island (City) Planning Commission. Pirzio-Biroli is also a licensed architect and principal of an architectural firm, Studio Ectypos Architecture. On June 18, 2020, a development firm, Ryan Companies, hired Studio Ectypos Architecture to analyze the City Comprehensive Plan and land use code for potential development opportunities related to Ryan Companies' acquisition of property within the city commonly referred to as the "Farmers Insurance Building." *Exhibit O-2.*
2. On August 3, 2020, Tom Acker (Complainant) filed a complaint under Mercer Island City Code (MICC) 2.60.070.A.1, alleging violations of the City's adopted Code of Ethics (Chapter 2.60 MICC) by the Official, Pirzio-Biroli, related to her firm's consulting work with Ryan Companies.<sup>1</sup> The complaint incorporates a June 30, 2020, email from Tom Acker to various City officials, which states in pertinent part:

It is my understanding [that] the representatives of the new Farmer's Market Building have hired a planning commission member to evaluate the comprehensive plan as it relates to Mercer Island and advise them of what is and is not possible under the city's codes. Even if the scope of work as I understand it is not 100% accurate, any business relationship with the potential developers would not be appropriate for a sitting planning commission member.

...

[Pirzio-Biroli] is well known for not representing the interests of the community as she has ignored feedback consistently, continued to push for large scale development[,], and pushed for what I call developer giveaways.

*Ethics Complaint.*

### *Sufficiency Determination*

3. On August 3, 2020, the City appointed Attorney Jeremy W. Culumber to serve as the City's Ethics Officer pursuant to MICC 2.60.050. The designated Ethics Officer reviewed Acker's complaint to determine whether the allegations, if established as true, would be sufficient to constitute a violation of MICC 2.60.030 or Chapter 42.23 of the

---

<sup>1</sup> The complaint was also signed by the following: Carvel Zwingle, Mathew Goldbach, Susan Lund, Rob Dunbabin, Gary Robinson, Wendy Kristek, John Hall, Jean Dunbabin, Mike Cero, and Daniel Thompson. Daniel Thompson, who is an attorney, later was designated as the "Complainant Representative" for this matter.

*Findings, Conclusions, and Recommendation*  
*City of Mercer Island Hearing Examiner*  
*Pirzio-Biroli Code of Ethics Complaint*  
*No. HEA-2020-01-Ethics*

Revised Code of Washington (RCW).<sup>2</sup> Accordingly, the Ethics Officer assumed the veracity of all allegations in the complaint in conducting his review. After reviewing the complaint, the Ethics Officer issued a Determination of Sufficiency, on August 26, 2020, which determined that the complaint was sufficient to allege violations of MICC 2.60.030.D, RCW 42.23.070(2), and RCW 42.23.070(3). *Determination of Sufficiency.*

4. MICC 2.60.030.D generally prohibits officials from soliciting or receiving gifts from persons or entities where it would appear to a reasonable person that the gift was solicited or given with the intent to influence actions taken by the official in their official capacity. In determining that the complaint was sufficient to allege a violation of MICC 2.60.030.D, the Ethics Officer reasoned that the complaint sufficiently alleged that the Official received financial compensation from an outside developer and that the Official has provided special considerations or influence by consistently ignoring community feedback, pushing for large-scale development, and pushing for developer giveaways. The Ethics Officer further reasoned that, because members of the Planning Commission make recommendations on land use regulations, comprehensive plan amendments, and quasi-judicial matters, any payment from a developer for services rendered by a planning commission member could arguably appear to constitute conduct prohibited under MICC 2.60.030.D. *Determination of Sufficiency.*
5. RCW 42.23.070(2) prohibits a municipal officer from receiving “any compensation . . . from a source except the employing municipality, for a matter connected with or related to the officer’s services as an officer.” In determining that the complaint was sufficient to allege a violation of RCW 42.23.070(2), the Ethics Officer reasoned that advice on city development is related to the municipal officer’s services as a member of the Planning Commission and that the complaint sufficiently alleged that the municipal officer received compensation from the developer for providing such advice. *Determination of Sufficiency.*
6. RCW 42.23.070(3) prohibits a municipal officer from accepting employment or engaging in business or professional activity that “the officer might reasonably expect would require or induce him or her . . . to disclose confidential information acquired by reason of his or her official position.” In determining that the complaint was sufficient to allege a violation of RCW 42.23.070(3), the Ethics Officer reasoned that there are a variety of situations in which a municipal officer might reasonably expect to feel a responsibility to disclose confidential information when hired by a developer. *Determination of Sufficiency.*
7. The Determination of Sufficiency also determined that the complaint did not sufficiently allege a violation of any of the remaining provisions of MICC 2.60.030 or Chapter 42.23 RCW. In determining that the complaint did not sufficiently allege a violation of MICC

<sup>2</sup> MICC 2.60.030 incorporates by reference the code of ethics set forth in Chapter 42.23 RCW.

2.60.030.A, which prohibits an official from participating in government decision when the official has a conflict of interest, the Ethics Officer reasoned that the prohibition requires an official to serve as an “employee, officer, director, trustee, partner[,] or owner” to an outside entity and that, here, the complaint’s allegation that the Official was “hired” by the outside developer was insufficient to ascertain whether the Official was compensated by the developer as an employee or as an independent consultant/contractor. The Ethics Officer further reasoned that, even if the developer compensated the official as an employee, a conflict of interest under MICC 2.60.030 would only arise if the developer had a financial interest in a decision under consideration by the City and, here, the complaint did not allege that the developer had any pending development application or other decision under consideration by the City in which it had a financial interest. Finally, the Ethics Officer reasoned that a violation of MICC 2.60.030 would occur only if an official actually participates in the decision-making process for which the outside entity has a financial interest and that, here, the complaint made no such allegation.

*Determination of Sufficiency.*

#### *Pre-Hearing Matters*

8. MICC 2.60.070.B provides the Hearing Examiner with authority to conduct hearings on complaints “found to be sufficient” by the Ethics Officer and to make a recommendation on the complaint to the City Council. By its terms, MICC 2.60.070.B limits the Hearing Examiner’s authority to reviewing only those complaints found to be sufficient by the Ethics Officer. Accordingly, the Hearing Examiner’s recommended disposition in this matter is limited to whether the complainant has shown, by a preponderance of the evidence, that the Official engaged in conduct prohibited under MICC 2.60.030.D, RCW 42.23.070(2), and RCW 42.23.070(3). The Hearing Examiner lacks authority to recommend a disposition on whether the Official engaged in conduct prohibited under the remaining provisions of MICC 2.60.030 or Chapter 42.23 RCW, including whether the Official engaged in conduct constituting a conflict of interest under MICC 2.60.030.A. *See MICC 2.60.070.B.*
9. On September 11, 2020, the Hearing Examiner issued a Pre-Hearing Order (PHO) setting the hearing date and requesting the parties submit a witness list, a documents list, and copies of the documents by October 12, 2020. Shortly after the PHO was issued, Attorney Daniel Thompson (one of the persons who signed the initial complaint submitted by Tom Acker) requested clarification of the PHO. In response, the Hearing Examiner issued a “Response to Inquiries,” on September 17, 2020 (with minor corrections on September 22, 2020), which clarified several matters, including that: the Complainant need not hire an attorney; the municipal code does not provide a mechanism for the parties to compel discovery, but the applicable parties have the opportunity to produce witness testimony and submit documents for consideration by the Hearing Examiner; the hearing is informal in nature, and strict rules of evidence are not applicable; and the Complainant carries the burden of proving, by a preponderance of the

*Findings, Conclusions, and Recommendation*  
*City of Mercer Island Hearing Examiner*  
*Pirzio-Biroli Code of Ethics Complaint*  
*No. HEA-2020-01-Ethics*

evidence, that a violation of the ethics code has occurred. *Hearing Examiner's Pre-Hearing Order, dated September 11, 2020. Hearing Examiner Response to Inquiries, corrected September 22, 2020.*

10. On October 12, 2020, the Official, represented by Attorney Alexandra Kenyon, timely submitted its witness list and documents. On October 12, 2020, the Complainant, represented by Attorney Daniel Thompson, submitted its witness list, although the submission occurred after the noon deadline established in the PHO. On October 13, 2020, the Complainant submitted its documents (again, past the deadline outlined in the PHO). In addition, the Complainant submitted a pleading entitled "Complainant Tom Acker's: 1. Pre-Hearing Statement; 2. Motion in Liminy [sic] to Strike Portions of Evan Maxim's Declaration; 3. Motion for Partial Summary Judgement." The Official submitted a response to the Complainant's pleading the next day. On October 15, 2020, the Complainant filed a reply to the Official's response. On October 16, 2020, the Official filed a reply to the Complainant's reply to the Official's response to Complainant's pleading. Later that day, on October 16, 2020, the Hearing Examiner issued a decision denying all the various motions contained within the parties' pleadings. The Hearing Examiner's decision stressed that the PHO did not request, call for, condone, or solicit such pleadings and that the municipal code does not envision the ethics complaint process to mimic civil litigation but, instead, envisions a more informal process. Specifically, the Hearing Examiner denied the Complainant's motion in limine to strike Evan Maxim's declaration, the Complainant's motion for partial summary judgment, the Complainant's request for discovery, the Official's request to strike the Complainant's witness list and documents, the Official's request for a continuance, and the Official's request to strike the Complainant's pre-hearing statement. *Hearing Examiner Decision on Motions, dated October 16, 2020.*
11. The Complainant's pre-hearing statement notes:
  - On or before April 17, 2020, Ryan Companies purchased the Farmers Insurance building for \$46.5 million.
  - On June 2, 2020, the Council adopted Ordinance 20-12, which placed a moratorium on development within the Town Center south of SE 29th Street. The moratorium includes the Farmers property.
  - Sometime shortly after June 2, 2020, Ryan Companies hired Planning Commission Member Pirzio-Biroli. Any development regulation amendments, which would presumably include mandating retail uses in future development south of SE 29th Street, would begin at the Planning Commission level. The Planning Commission would then forward its recommendation to the City Council.
  - Ryan Companies hired Planning Commissioner Pirzio-Biroli, knowing that if the Farmers property was part of the moratorium, the Planning Commission would draft the development regulations under the moratorium. Those regulations could

*Findings, Conclusions, and Recommendation  
City of Mercer Island Hearing Examiner  
Pirzio-Biroli Code of Ethics Complaint  
No. HEA-2020-01-Ethics*

impact future development of the Farmers property and cause Ryan Companies millions of dollars in losses.

- The timing of Planning Commissioner Pirzio-Biroli hire by Ryan Companies, shortly after the moratorium, shows that she was retained to advocate and campaign on behalf of Ryan Companies to exempt the Farmers property from the moratorium. Any sophisticated developer would have conducted an analysis of the development regulations and regulatory limits on the property prior to purchasing it for \$46.5 million.

*Complainant's Pre-Hearing Statement.*

12. The Official submitted an answer to the ethics complaint, as well as declarations from the Official and from former City Community and Planning Development Director Evan Maxim, in support of the answer. The answer notes:

- The complaint is not ripe for adjudication because the last time the Official could have taken any action in her official capacity was February 5, 2020, when the Planning Commission held its last meeting. The Official contracted with Ryan Companies on June 18, 2020, and the Official completed her work for the developer on July 6, 2020. The Official could not have given the developer special consideration or influence because the Planning Commission was not in session during the entire term of the contract and has not been in session since. The Commissioner would recuse herself from any consideration of future work involving the Town Center or the Ryan Companies' property.
- A violation of RCW 42.23.070(2) requires that an official receive compensation for services provided in his or her official capacity as "an officer." The Official did not violate RCW 42.23.070(2) because she was not acting in her official capacity as a Planning Commissioner when providing consulting services to Ryan Companies but, rather, was acting in her capacity as a professional architect.
- A violation of RCW 42.23.070(3) does not incorporate a reasonable person standard and permits an officer to determine if he or she expects to be required or induced to disclose confidential information. The Official did not violate RCW 42.23.070(3) because she did not reasonably expect to be induced or required to disclose confidential information. When deciding to contract with Ryan Companies for consulting work, the Officer knew that she had received confidential information on only one occasion during her four years of service on the Planning Commission, that the Planning Commission had not held a meeting since February, that no Planning Commission meetings were yet scheduled in the future, and that the City Council adopted a moratorium without the knowledge or participation of the Planning Commission.
- The complaint and Determination of Sufficiency provide only theories and speculation as to how the Officer could violate the ethics code, and there is no admissible evidence showing that such violation has occurred.

*Exhibits O-1 through O-3.*

*Findings, Conclusions, and Recommendation  
City of Mercer Island Hearing Examiner  
Pirzio-Biroli Code of Ethics Complaint  
No. HEA-2020-01-Ethics*

13. As noted above, the Hearing Examiner convened an open record hearing on the complaint on October 19, 2020, using remote meeting technology, consistent with the PHO that was earlier issued for this matter. *Hearing Examiner's Pre-Hearing Order.*

### Testimony and Argument<sup>3</sup>

#### *Complainant's Argument and Witnesses*

14. Attorney Dan Thompson represented Tom Acker (the Complainant Representative)<sup>4</sup> and made an opening statement. Attorney Thompson stated that this should be a fact-finding hearing with the focus on MICC 2.60.030.D. He emphasized that the purpose of the Code of Ethics is not to punish public officials but to educate, so that violations are prevented from the beginning. He briefly outlined the timeline of events concerning a Ryan Companies development proposal for the Town Center and the City's development moratorium. He noted that, in late June, Ryan Companies told Evan Maxim<sup>5</sup> that they had hired [Planning Commissioner] Ms. Pirzio-Biroli. He emphasized the importance of the zoning moratorium for half of the Town Center, noting that the proposed development was contentious and that draft development regulations are proposed for 2021, along with a ballot levy. *Statement of Mr. Thompson.*
15. Tom Acker, former City Council member, testified about his background at Boeing and about moving to Mercer Island from Seattle in 2013. He organized a local organization, Save Our Suburbs. He was elected to the Mercer Island City Council in 2017 and is no longer on the Council. He testified that, when he became a City Council member, the City did not have an ethics code. He explained the history of developing an ethics code for the City and expressed disappointment that the adopted version lacked a method allowing for a more thorough investigation of ethics complaints. Mr. Acker described a telephone call with Ryan Companies' Marc Gearhart on June 4, 2020. During a subsequent exchange of texts and phone calls, Mr. Gearhart told him that that Ryan Companies had hired City Planning Commissioner Lucia Pirzio-Biroli to help with the application process. In response, he sent an email on June 30, 2020, to the City concerning a conflict of interest violation.<sup>6</sup> In his opinion, by taking this action, Ryan

<sup>3</sup> The summation of testimony and arguments was taken from a video of the hearing.

<sup>4</sup> As noted above, Tom Acker and ten others filed an ethics complaint. The Hearing Examiner identified Mr. Acker as the Complainant Representative for purposes of this hearing. Attorney Dan Thompson represented Mr. Acker, as well as the other complainants.

<sup>5</sup> Evan Maxim was previously the City's Director of the Community Planning and Development Department. He no longer held this position by the time the hearing on this matter was conducted.

<sup>6</sup> A separate statement designating this email a formal complaint and signed by Mr. Aker and 10 other complainants between July 28 and August 3, 2020, was also sent to the Mercer Island City Clerk and Ethics Officer.

Companies clearly believed that Commissioner Pirzio-Biroli would have the opportunity to influence the City in a favorable way to potentially protect its investment.

Attorney Thompson asked Mr. Acker to respond to Commissioner Pirzio-Biroli's statement that, to remedy any conflict of interest, she would recuse herself from any decisions related to the property in question and announce that she had been working for Ryan Companies if and when the development regulations to implement the moratorium were remanded back to the Planning Commission. Mr. Acker stated that this would be a violation of her peers' trust on the Planning Commission and would undermine the City Council and impugn its integrity, because such an action was not the intention of the Code of Conduct. He explained that there is a document all officials have to sign when they join the Council or a commission, and a process that is implemented that she should have gone through, including requesting an advisory opinion from the City Attorney (as allowed by MICC 2.60.060). Mr. Acker stressed that Commissioner Pirzio-Biroli should have been aware of this option and that, in failing to seek the advice of the City Attorney and moving forward with work for Ryan Companies, it created a perception of impropriety. The purpose of the Code of Conduct, in Mr. Acker's view, is to protect the public from the perception of impropriety. Mr. Acker denied that the intent of his complaint was to have Commissioner Pirzio-Biroli removed from office or was politically motivated.

In response to cross-examination by Attorney Kenyon, Mr. Acker clarified that he understands Mr. Gearhart's hiring of Commissioner Pirzio-Biroli was to help keep the Ryan Company property out of the moratorium and have a development code that worked for his project. He testified that he has no evidence that there was any undue influence applied from Commissioner Pirzio-Biroli to the Council, but the fact that she took money from an active developer at the very least shows exceptionally poor judgment. *Testimony of Mr. Acker.*

#### *Official's Argument and Witnesses*

16. Attorney Alexandra Kenyon, representing Planning Commissioner Pirzio-Biroli, gave an opening statement. She referred the Hearing Examiner to arguments already made in the answer to the complaint. She noted that Mr. Acker has admitted no evidence of any undue influence and had provided only opinion and irrelevant testimony. She argued that this does not meet the burden of proof and that the complaint is not ripe for review. Therefore, the complaint should be dismissed. *Statement of Ms. Kenyon.*
17. Ms. Pirzio-Biroli testified that she is an architect by profession and has been on the City Planning Commission since June of 2016. She described the duties of the Planning Commission as including reviewing proposed land use code and Comprehensive Plan

amendments. She noted that the Planning Commission does not have any quasi-judicial authority. She testified that her firm was hired by Ryan Companies and that she provided fact-based site analysis of a parking structure area to the north of the existing buildings. This involved overlaying the Comprehensive Plan and land use requirements as they pertained to what is allowed outright. She explained that the work also involved analyzing the site in the context of surrounding zoning, including transportation patterns around the site. This analysis was based on public information that can be complicated. These are standard services the firm provides to interested developers and is completely separate from the type of work she does on the Planning Commission. Her firm also does work on single-family residential property in Mercer Island. She testified that the contract with Ryan Companies was with her firm, Studio Ectypos Architecture. The last Planning Commission meeting was on February 5, 2020, there has been no review of the land use moratorium since it was adopted in June, and the Planning Commission has not met since the adoption of the moratorium. She said that, if any future issues related to the Ryan Companies or the property in question came before the Planning Commission, she would recuse herself.

In response to cross-examination by Attorney Thompson, she acknowledged that she may have initiated contact with Ryan Companies. She noted, however, that she did no design work for the property and only performed a site analysis. She testified that she did not request a “conflicts check,” because she was not aware that she was doing anything unethical. She was not aware that the Ethics Code had a process to request an advisory opinion until after the complaint was filed. She was informed by the Mayor that she could submit a letter in response to the complaint. She did submit a letter to City Attorney Bio Park and was told that it would be kept on file.

She testified that, while analyzing the property, she spoke with a planner at the City’s Community Planning and Development Department to ask for code clarifications. Therefore, her work on behalf of Ryan Companies was not a secret. She referred to her declaration and stated that her firm would not contract in the future with Ryan Companies while she remains on the Planning Commission. She testified that, in response to a call from Evan Maxim [then City Director of the Community Planning and Development Department], she had told Mr. Maxim that, if any matters involving the Ryan Companies’ property ever comes before the Planning Commission, she would recuse herself to avoid any potential conflicts of interest. She noted that Ryan Companies’ intentions were to avoid coming before the Planning Commission, that they did not want a variance, and that she was not aware of the City’s moratorium until three quarters of the way through the analysis process. Nobody she spoke with at the City’s Community Planning and Development Department informed her of the moratorium. She subsequently requested a letter from Mr. Maxim after he left the City concerning their conversation from June 30, 2020.

When asked if she agreed with the statement in Mr. Maxim's letter that the complaint was aimed at getting her removed and had a political agenda, Commissioner Pirzio-Biroli replied that she did not know. She agreed that, if the development regulations had come before the Planning Commission, she would have recused herself because of an appearance of a conflict of interest. She testified that it would be acceptable for a member of the Planning Commission to accept employment from a Town Center property owner, subject to a City moratorium, if the Planning Commissioner intends to be recused when the Planning Commission is asked to develop new development regulations for that property. She noted that she has had no contact with Ryan Companies since July 6, 2020. *Testimony of Ms. Pirzio-Biroli.*

#### *Closing Statements*

18. Attorney Kenyon argued that the Complainant's testimony was speculative and included irrelevant facts and opinions. She stressed that the Complainant has not met its burden of proof and that, while there was discussion of "perception," no evidence of a violation was provided. She argued that, if perception should be a violation, then the code should be amended. Ms. Kenyon argued that the Hearing Examiner should dismiss the complaint for failing to meet the burden of proof and to recommend to the City Council that they award attorney fees to Ms. Pirzio-Biroli.<sup>7</sup> In response to a question from the Hearing Examiner, Ms. Kenyon stated that, under both RCW 42.23.070(2) and MICC 2.60.030.D.1, Ms. Pirzio-Biroli would have to actually participate on the Planning Commission for a violation to have occurred. Because she has not had a chance to act under her position on the Planning Commission, the complaint is not ripe and should be dismissed. *Closing Statement of Ms. Kenyon.*
19. Attorney Thompson argued that, under MICC 2.60.030.D, the Hearing Examiner must ask himself whether a reasonable person would have considered Ms. Pirzio-Biroli's employment and compensation to appear as a conflict of interest. Mr. Thompson stressed that the Ethics Code does not become effective upon doing the quid pro quo but, instead, it is important to look at when compensation is received. Mr. Acker's complaint relates to preventing conduct that is going to appear as a conflict to a reasonable citizen as "pay for play," or unethical. Mr. Thompson argued that, if the development regulations for half the Town Center came before the Planning Commission, and Commissioner Pirzio-Biroli recused herself, explaining that she had received compensation for working with the Ryan Companies in the past, that would create the kind of conflict of interest that MICC 2.60.030 attempts to avoid.

---

<sup>7</sup> MICC 2.60.070.G. provides that City *shall* reimburse reasonable legal fees incurred by the Official, up to \$5,000, relating to or arising out of the defense of an ethics complaint that results in a dismissal of the complaint by the City Council without penalties subsequent to a hearing by the Hearing Examiner. The municipal code does not ask the Hearing Examiner to make a recommendation related to legal fees and, as a result, he has not done so here.

Mr. Thompson also stressed that Commissioner Pirzio-Biroli failed to obtain an advisory opinion before moving forward with her work for Ryan Companies. He argued that, while she may not have been familiar with that process, she signed an ethics form that outlines the process pretty clearly upon joining the Commission. Mr. Thompson argued that he could not see how a reasonable citizen would look at this and think that it was appropriate. He stressed that Ryan Companies is going to be arguing about the development regulations and some of these could cost it millions and millions of dollars. If, for instance, they had to put in retail rather than three stories of housing. Mr. Thompson stressed the Code of Ethics was designed primarily to prevent compensation, or a quid pro quo, before it happens. *Closing Statement of Mr. Thompson.*

### RECOMMENDATION

To be clear, much of the hearing on this matter focused on “conflicts of interest.” Under MICC 2.60.030.A, “officials shall not participate in government decisions where they have a conflict of interest.” This code provision does not require an official to refrain from all behavior that could result, later, in a conflict of interest. Instead, it prohibits an official from participating in a government decision when an established conflict of interest occurs. This, though, is beside the point because the Determination of Sufficiency issued by the City’s Ethics Officer did not determine that the complaint sufficiently alleged a conflict of interest in violation of MICC 2.60.030.A. Accordingly, the Hearing Examiner lacks the authority to address such a conflict.

Instead, the focus must be on whether the Complainant has proven by a preponderance of the evidence that Commissioner Pirzio-Biroli has violated MICC 2.60.030.D, RCW 42.23.070(3), or RCW 42.23.070(3). In short, the Complainant has not met this burden.

First, MICC 2.60.030.D generally prohibits officials from soliciting or receiving gifts from persons or entities where it would appear to a reasonable person that the gift was solicited or given with the intent to influence actions taken by the official in their official capacity. While Commissioner Pirzio-Biroli admitted that she (through her architectural firm) received compensation to perform work for Ryan Companies related to the Farmers Insurance building, the evidence simply does not establish that she took “special advantage of services or opportunities for personal gain, by virtue of [her] public office” which would not be “available to the public in general” or received anything of monetary value with “intent to give or obtain special consideration or influence as to any action by the official” in her official capacity, as required by MICC 2.60.030.D.1. Here, Commissioner Pirzio-Biroli’s architectural firm was hired to analyze a specific property within the city. As a Planning Commissioner, Ms. Pirzio-Biroli does not act in a quasi-judicial capacity and lacked authority to make any specific decision about the property in question. At best, one could argue that she could influence the Planning Commission to provide favorable treatment to Ryan Companies in terms of future zoning regulations (as opposed to specific permit approvals). No evidence of this, however, has been provided, and Commissioner Pirzio-Biroli testified that she would recuse herself on any future

*Findings, Conclusions, and Recommendation*  
*City of Mercer Island Hearing Examiner*  
*Pirzio-Biroli Code of Ethics Complaint*  
*No. HEA-2020-01-Ethics*

matter related to the property in question. Accordingly, the Complainant has not met its burden of proving a violation of this provision has occurred.

Next, RCW 42.23.070(2) prohibits a municipal officer from directly or indirectly receiving or agreeing to receive compensation for a matter connected with or related to the officer's services. As the record shows, Commissioner Pirzio-Biroli received compensation to perform a site-specific analysis of certain aspects of the property purchased by Ryan Companies. She did this in her capacity as an architect, not in her capacity as a Planning Commission member. Moreover, she testified that, if the Planning Commission was called upon to make any decisions or recommendations about the property in question, she would recuse herself from those decisions. The Complainant has not met its burden of proving a violation of this provision has occurred.

Finally, RCW 42.23.070(3) prohibits municipal officers from accepting employment or engaging in business that they would reasonably expect would require, or induce them, by reason of their official position, to disclose confidential information acquired by reason of their position. Here, the Planning Commission last met in February 2020 and has not met since. Commissioner Pirzio-Biroli testified that, during her time as a Planning Commissioner, she had been made privy to confidential information on only one occasion. She did not believe that the basic site analysis she performed for Ryan Companies would reasonably require her to divulge confidential information. The Hearing Examiner concurs with this assessment and determines that the Complainant has not met its burden of showing that a violation of this provision occurred.

As noted by Attorney Kenyon in her arguments, much of the argument made by the Complainant focused on "perceptions." It is not up to the Hearing Examiner to determine whether a "perceived" violation of the Code of Ethics has occurred. Instead, the Hearing Examiner must determine whether an actual violation has occurred. Here, the record does not reflect that this is the case, especially because Commissioner Pirzio-Biroli was not involved in the City Council's decision to pass a development moratorium and has not even had the opportunity to work with the Planning Commission since February 2020, when last they met. She has testified, under oath, that she will recuse herself from any matters the Commission may hear related to the Ryan Properties. This is sufficient to avoid a conflict.

In the future Commissioner Pirzio-Biroli—and other volunteer board or commission members—are urged to seek an advisory opinion from the City Attorney prior to accepting employment opportunities related to development within the city. Failure to do so, however, is not grounds for sustaining an ethics complaint. Accordingly, the Hearing Examiner recommends the City Council dismiss the complaint without penalties.

Finally, Attorney Thompson and Mr. Acker both expressed concern that the City's Code of Ethics "lacks teeth," as it were and does not provide adequate opportunity to investigate complaints. As to the first matter, the Hearing Examiner notes that most positions subject to the

*Findings, Conclusions, and Recommendation*  
*City of Mercer Island Hearing Examiner*  
*Pirzio-Biroli Code of Ethics Complaint*  
*No. HEA-2020-01-Ethics*

Code of Ethics are voluntary and the threat of being subjected to the kinds of inquiries and expenses that occur in civil litigation may dissuade able volunteers from participating in local government. As to the adequacy of investigation, the Code of Ethics does give the Hearing Examiner (as opposed to the parties themselves) authority to request and/or subpoena information. Having reviewed the complaint and the evidence submitted by the parties, the Hearing Examiner determined there was no need to issue subpoenas or request additional evidence. In addition, it should be noted that the Code of Ethics states that the City's Ethics Officer may provide suggestions to improve the Code of Ethics. Although the Hearing Examiner is not asked to provide suggestions, he would be happy to do so at the request of the City.

*Findings 1 – 19.*

DECIDED this 20<sup>th</sup> day of November 2020.



---

ANDREW M. REEVES  
Hearing Examiner  
Sound Law Center

MICHAEL C. WALTER  
 ANDREW G. COOLEY  
 STEWART A. ESTES\*  
 JAYNE L. FREEMAN\*\*  
 RICHARD B. JOLLEY\*\*\*  
 SHANNON M. RAGONESI  
 KIMBERLY J. WALDBAUM



**KEATING, BUCKLIN & McCORMACK, INC., P.S.**

ATTORNEYS AT LAW  
 801 SECOND AVENUE, SUITE 1210  
 SEATTLE, WA 98104  
 PHONE: (206) 623-8861  
 FAX: (206) 223-9423  
 www.kbmlawyers.com

jculumber@kbmlawyers.com

JEREMY W. CULUMBER  
 AMANDA G. BUTLER  
 BRIAN C. AUGENTHALER  
 RUTH NIELSEN  
 DEREK C. CHEN

OF COUNSEL:  
 MARK R. BUCKLIN

ROBERT C. KEATING (1915-2001)

\* also licensed in AZ  
 \*\* also licensed in OR  
 \*\*\* also licensed in WY/MT

December 23, 2020

***Via E-mail Only***

Mercer Island City Council  
 c/o Bio Park, City Attorney  
 Bio.Park@mercergov.org

**RE: City Council Deliberations/Action Following Hearing Examiner Findings/Recommendations**

Mayor Wong and Mercer Island Councilmembers,

It is my understanding that (1) the City's hearing examiner recently issued findings, conclusions, and recommendations following a hearing on an alleged ethical violation by a City official, and (2) it is the City Council's duty to consider the hearing examiner's submission and reach a final decision on the matter. Pursuant to MICC 2.60.050, the City Attorney has asked me to provide guidance to the City Council on the manner and process by which that final decision should be made by the Council, according to the City Code, state law, and general legal principles. Please accept this memorandum as my analysis and opinion on the matter.

**What Action is the Council Authorized to Take?**

Following a hearing on an ethics complaint, the City's hearing examiner must issue findings of fact, conclusions of law, and recommended disposition of the ethical complaint. *MICC 2.60.070.B.2*. The City Code then requires "final City Council action to decide upon" a resolution of the matter. *MICC 2.60.070.C*. Under *MICC 2.60.070.D*, the Council is allowed to resolve the matter in one of seven different ways:<sup>1</sup>

- Dismissal
- Referral

<sup>1</sup> Each of these options are explained at *MICC 2.60.070.D*.

December 23, 2020  
Page 2

- Admonition
- Reprimand
- Censure
- Removal<sup>2</sup>
- Civil Penalty

Aside from limiting Council action to one of the explicitly-listed alternatives, the City Code does not appear to otherwise restrict the Council’s authority to resolve the matter as it chooses. Although the Code does not appear to require that the Council resolve the issue in the specific manner recommended by the hearing examiner, under MICC 2.60.070.D, the Council’s decision must nevertheless be “based on the... recommendations from the hearing examiner as appropriate.”

### **On What Bases May the City Council Take Final Action?**

The Code itself – as well as general legal principles – do offer guidance regarding the bases on which the Council’s final determination must be made.

Importantly, the City Code requires that any final decision by the Council be “based on” the findings of fact, conclusions of law, and recommendations of the hearing examiner. *MICC 2.60.070.D*. This language is important. The term “finding of fact” is a legal term of art indicating that the “fact finder” has made a conclusive determination as to what actually occurred; *i.e.*, “the facts.” Similarly, “conclusion of law” is a legal term of art indicating that the decision-maker has made a conclusive determination as to how the law applies to the facts that have been established. Importantly, the City Code makes clear that only the hearing examiner is authorized to make findings of fact and conclusions of law regarding an ethics complaint. *See MICC 2.60.070.B.2*. So, while the Council may reject the hearing examiner’s recommendations – as “recommendations” are, by definition, optional – the Council may not reject or alter the hearing examiner’s factual findings or legal conclusions; it must consider those as firmly established, and must use those as the bases for its ultimate decision on the matter.

This interpretation is consistent with generally-accepted legal principles. For example, when an appeals court is hearing an appellate matter, it may come to a different conclusion than the lower court, but it must accept the lower court’s factual findings as conclusively established. The general reasoning is that the lower court actually saw the witnesses, heard the testimony and arguments, reviewed the evidence, and is in the best position to make the credibility and other determinations necessary to support a factual finding. The same is true here; the City Code appears to recognize that the hearing examiner, having seen and heard the witnesses, reviewed the evidence, and heard the arguments, is in the best position to make the appropriate factual findings

---

<sup>2</sup> There are three different removal option, based on whether the city official is a member of a board or commission, a Councilmember, or the Mayor/Deputy Mayor

December 23, 2020  
Page 3

in the matter, and that those findings and conclusions should not be revisited by the Council.

Given those principles, there are several examples of how the Council may justifiably decide on a different resolution than recommended by the hearing examiner, while still exercising deference to his/her factual findings and legal conclusions. For example, the hearing examiner may find (1) that a city official took a particular action (a “finding of fact”), (2) that the particular action is prohibited by local or state ethics laws (a “conclusion of law”), and therefore (3) recommend the official be censured. The Council may decide that the official’s actions was inadvertent, or the violation was relatively minor, and concluded that a lesser penalty (or none at all) is more appropriate than censure. Such a decision is authorized under the Code because it accepts the findings and conclusions as true, even though it rejects the recommendations. However, the Code does not allow the Council to simply decide the official did not take the action at issue (finding of fact), or that the action is not a violation of the law conclusion of law). Again, only the hearing examiner may make such findings and conclusions, and the Code requires the Council to take those findings and conclusions as established.

Based on the above analysis, it is my opinion that any decision to resolve the matter differently than recommended by the hearing examiner should be approached cautiously. It should be (1) consistent with both the factual findings and the legal conclusions made by the hearing examiner, and (2) accompanied by some explanation as to why, based on those findings and conclusions, the Council has decided a different resolution is more appropriate. In this way, the Council can comply with both the letter and spirit of the City Code, while also maintain the public trust and accountability so important to these decisions.

Finally, it should be noted that regardless of the outcome, the decision of the Council appears discretionary, and generally “not subject to further review or appeal[.]”<sup>3</sup> As a result, the only “penalty” for final Council action that is contrary to the requirements of the Code as outlined above appears to be a political one; either through a recall action for violating City Code or lost votes in a subsequent election cycle.

### **What Process Must Be Followed?**

Finally, having analyzed the bases on which the Council must make a final determination, I will briefly address the specific process required.

The City Code presumes that prior to any final resolution, the Council will deliberate,

---

<sup>3</sup> There is an exception for imposition of a monetary penalty, which is appealable as explained at MICC 2.60.070. Also, a Council decision may be subject to review “as otherwise provided by law.” *MICC 2.60.070.D*. In general, actions by a local legislative body may be the subject of writ or mandamus actions, or even common law tort claims. However, the extent to which the Council’s action on an ethics complaint may implicate such claims is beyond the scope of this memorandum.

December 23, 2020  
Page 4

taking time to fully discuss the findings, conclusions, and recommendations from the hearing examiner, and the extent to which his/her recommended resolution may be sufficient or insufficient based on the factors discussed above. To encourage full and frank discussion, such deliberations may take place in executive session under RCW 42.10.110(1)(f) (*see MICC 2.60.070(C)*), and the subject of the complaint should not be present. *MICC 2.06.070.C*.

Any final action by the City Council must be by majority vote, and occur during an open public meeting. *MICC 2.60.070.C*. The specific agenda actions that may be necessary to conduct such a vote, and the particular language required for a final determination, are outside the scope of both my expertise and this memorandum, and I will defer the advice of the City Attorney on those issues.

### **Conclusion**

I hope the above analysis is helpful as you move forward on this matter, and I thank you again for the opportunity to serve the City Council and citizens of Mercer Island. Should you have any additional questions or concerns, or would like clarification on anything addressed in this memorandum, please don't hesitate to contact me. I would be happy to assist.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Culumber', with a stylized, cursive script.

Jeremy W. Culumber

JWC



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5802  
January 19, 2021  
Regular Business

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5802: Code of Ethics Amendments Discussion	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Direct the City Manager to Prepare Amendments to the Code of Ethics for Officials.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	City Manager
<b>STAFF:</b>	Jessi Bon, City Manager
<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

### SUMMARY

The City Council is considering further revisions to the [Mercer Island City Code \(MICC\) Section 2.60](#) related to the *Code of Ethics*. The purpose of this discussion is to confirm the scope of the code revisions and to direct the City Manager to prepare a draft ordinance for City Council review and consideration. The City Council also desires action be taken in completing “Code of Ethics” training for all Board and Commission members. Finally, the City Council desires all Board and Commission members to be immediately notified of their right under [MICC Section 2.60.060](#) to seek an informal opinion from the City Attorney concerning the applicability of the *Code of Ethics* to circumstances and/or situations related to them.

### BACKGROUND

In 2018, the City Council adopted a Code of Ethics (see [Ordinance No. 18C-15](#)) providing guidance for members of the City Council and the City’s boards and commissions (“Officials”) in their roles with the City. The code requires that:

1. Officials comply with the laws and policies affecting the operations of government;
2. Officials be independent, impartial and fair in their judgment and actions;
3. Public office be used for the public good, not for personal gain; and
4. Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

The code also approved a Code of Ethics Statement that Officials agree to sign upon taking office or being appointed. This statement was adopted by Resolution No. 1548 (see [AB 5495](#)) and may be updated by the City Council as needed.

In November 2019, the City Council requested amendments to the Code of Ethics, after the filing of complaints earlier that year led to issues with the process for reviewing and investigating complaints and determining disposition of any violations of the Code of Ethics. The code revisions included improving the process for responding to a complaint, removing references to State law, and adding guidance on the acceptance of gifts, conflict of interest, representation of third parties, and misuse of public position and resources. The revisions were adopted on December 10, 2019 (see [AB 5643](#) | [Ordinance No. 19C-20](#)).

In early January 2021, the City Council requested an opportunity to discuss additional revisions to the Code of Ethics.

### **PROPOSED REVISION TO CODE OF ETHICS**

The City Manager is seeking confirmation on the scope prior to commencing work on the revisions. Recommendations thus far include revising [MICC Section 2.60.040](#) related to the *Code of Ethics Statement* to ensure consistency between the signed statement and the entirety of MICC Chapter 2.60.

### **CODE OF ETHICS TRAINING**

The City Council also requests the City Manager complete the Code of Ethics training for all Board and Commission members as soon as possible, but no later than April 2021.

This training was previously scheduled to occur in 2020 but was suspended due to the COVID-19 Pandemic. As such, most Boards and Commissions did not resume meeting until Fall 2020 and the training was not completed.

### **NOTIFICATION OF AVAILABILITY OF INFORMAL OPINIONS**

[MICC Section 2.60.060](#) provides an official with the opportunity to seek an informal opinion from the City Attorney on the applicability of MICC 2.60.030, including Chapter 42.23 RCW, related to hypothetical circumstances. The City Council requests that the City Manager immediately notify the Board and Commission members of the availability of this resource and include this on the agenda for the next meeting of the Board or Commission.

### **NEXT STEPS**

The City Manager will undertake the steps necessary to complete the code revisions and prepare an ordinance for City Council review and consideration no later than March 2021, sooner if possible.

The City Manager will undertake the additional actions as described previously and as approved by motion of the City Council.

### **RECOMMENDATION**

1. Direct the City Manager to prepare an ordinance amending MICC 2.60 to include a revision of MICC 2.60.040 [and \_\_\_\_\_].
2. Direct the City Manager to provide code of ethics training to all Board and Commissioners as soon as possible, but no later than April 2021.
3. Direct the City Manager to send an email notification within seven days to all Board and Commission members regarding the availability of informal opinions from the City Attorney related to hypothetical circumstances per MICC 2.60.060 and to include this as an item on the next meeting agenda of each board or commission.



# Code of Ethics Amendments Discussion

AB 5802

January 19, 2021

# Next Steps

- Code Revisions - March 2021
- Training for Board & Commission Members - April 2021.



# Recommendations

1. Direct the City Manager to prepare an ordinance amending chapter 2.60 MICC to include a revision of MICC 2.60.040 [and \_\_\_\_\_].
2. Direct the City Manager to provide code of ethics training to all Board and Commissioners as soon as possible, but no later than April 2021.
3. Direct the City Manager to send an email notification within seven days to all Board and Commission members regarding the availability of informal opinions from the City Attorney related to hypothetical circumstances per MICC 2.60.060 and to include this as an item on the next meeting agenda of each board or commission.





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5798**  
**January 19, 2021**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5798: First Reading of Ordinance No. 21C-02 - Use of Mercer Island Public Property	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Set Ordinance No. 21C-02 for second reading and adoption on February 02, 2021.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Police
<b>STAFF:</b>	Mike Seifert, Sergeant
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Ordinance No. 21C-02
<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

### SUMMARY

This agenda bill presents a proposed ordinance related to unsanctioned camping on public property which was added to the City's work plan in 2020. Work on this ordinance was suspended in mid-2020 due to the COVID-19 Pandemic. The ordinance provides definitions for both public property and camping and establishes regulations to ensure that public property is used in a safe manner and remains accessible for the intended public purpose, while complying with applicable case law.

### BACKGROUND

The City is responsible for managing the use of public property in a way that promotes the health, safety, and wellbeing of its residents and visitors while also ensuring public lands are available for their intended public use. The City of Mercer Island stewards and manages a wide variety of public lands, including parks, open spaces, rights-of-way, utility easements, and more. These lands serve a variety of public functions.

Unsanctioned camping on public lands poses potential risks. For example, camping in areas without suitable sanitation services presents public health concerns due to potential transmission of disease and illness. Unsanctioned camping on public property may also prevent such property from being used for its intended public purpose.

Current Mercer Island City Code Sections [9.30.160](#) and [9.30.210](#) regarding enforcement of appropriate standards for the use of public lands are limited as (1) they only prohibit unsanctioned camping in parks, not all public property and (2) recent court decisions require cities to factor in additional considerations that are not present in the current code.

### **USE OF MERCER ISLAND PUBLIC PROPERTY**

Ordinance No. 21C-02 as presented in Exhibit 1 creates a new section in the Mercer Island City code relating to the use of Mercer Island public property. The ordinance establishes definitions for both public property and camping and establishes regulations to ensure that public property is used in a safe manner and remains accessible for the intended public purpose.

Upon adoption of this ordinance unsanctioned camping on all public property will be prohibited instead of being limited solely to the City's parks. "Camping" is defined as *"to pitch, erect, or occupy camp facilities, or to use camp paraphernalia, or both, for the purpose of, or in such a way as will facilitate remaining overnight or parking a vehicle for the purpose of occupying the vehicle overnight."*

The ordinance recognizes current court decisions regarding uses of public property. Pursuant to *Martin v. City of Boise*, 920 F.3d 584 (9<sup>th</sup> Cir. 2019), it is unconstitutional to penalize persons experiencing homelessness for using public property for sitting, sleeping, or lying when they are unable to obtain shelter. As such, the ordinance contains a section suspending enforcement of the camping prohibition within outdoor portions of parks and streets if there is no overnight shelter available. Suspension of enforcement applies only to individuals experiencing homelessness.

Beginning in 2021, the City Council authorized funding to support the Human Services Funding Collaborative and Eastside shelters. This Collaborative provides assistance and shelter services to multiple demographics in the region.

While preparing this ordinance, staff met with an attorney from the American Civil Liberties Union (ACLU) to gather input from the ACLU as an interested stakeholder.

### **RECOMMENDATION**

Set Ordinance No. 21C-02 for second reading and adoption on February 02, 2021.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 21C-02**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,  
ADOPTING NEW MERCER ISLAND CITY CODE CHAPTER 9.60, RELATING  
TO USE OF PUBLIC PROPERTY; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020, the City of Mercer Island (City), a non-charter optional code city, is authorized to regulate public property within the City; and

**WHEREAS**, camping on public property is a public health and safety concern due to interference with other intended uses, such as daily operations of the City, park recreational activities, pedestrian, bicycle, and vehicular traffic, and other public uses; and

**WHEREAS**, camping without adequate sanitation services, such as sewer, water, and garbage, presents a public health and safety concern due to increased risk of spread of disease and potential for residents and visitors contracting illness; and

**WHEREAS**, camping in such public areas does not allow the public to use those areas for their intended purposes; and

**WHEREAS**, camping should only occur in designated campgrounds with proper facilities, when possible; and

**WHEREAS**, the homeless population in the Puget Sound region continues to grow and the City has experienced increasing use of its parks and public spaces for camping and the storage of personal property; and

**WHEREAS**, pursuant to *Martin v. City of Boise*, 920 F.3d 584 (9<sup>th</sup> Cir. 2019), the Ninth Circuit Court of Appeals determined that the United States Constitution prohibits the imposition of penalties for sitting, sleeping, or lying outside on public property, on homeless individuals who could not obtain shelter; and

**WHEREAS**, the City Council hereby finds that the regulatory requirements established by the proposed ordinance are necessary to preserve the public peace, health, safety, and welfare; NOW, THEREFORE,

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

**Section 1. Adoption of MICC Chapter 9.60, Uses of Mercer Island Public Property.** New MICC Chapter 9.60, Uses of Mercer Island Public Property, is hereby adopted in the form provided below:

## Chapter 9.60 USE OF MERCER ISLAND PUBLIC PROPERTY

### Sections:

- 9.60.010 Purposes.
- 9.60.020 Defined Terms.
- 9.60.030 Unauthorized Use Of Public Property.
- 9.60.040 Unauthorized Storage Of Personal Property On Public Property.
- 9.60.050 Penalty For Violations.
- 9.60.060 Enforcement Suspended.
- 9.60.070 Rules.

### **9.60.010 Purposes.**

A. It is the purpose of this Chapter to promote the public health, safety, general welfare, and economic health and well-being of the City, its residents, and its visitors by making Mercer Island Public Property readily accessible to the public, and to prevent the uses of Public Property which interfere with the rights of others to use Public Property for which it is intended and to prevent harm to the health, safety, and welfare of the public.

B. It is also the purpose of this Chapter to provide for and promote the health, safety, and welfare of the general public and not to create, either expressly or implicitly, or otherwise establish or designate any particular class or group of persons or individuals who will or should be especially protected or benefited or discriminated against by the terms of this Chapter.

### **9.60.020 Defined Terms.**

As used in this Chapter, the following terms shall have the following definitions:

A. "Available Overnight Shelter" means a public or private shelter, with available overnight space, open to individuals or family units experiencing homelessness, at no charge. If a person is unable to utilize an Available Overnight Shelter due to voluntary actions of that person including but not limited to intoxication, drug use, unruly and/or assaultive behavior and like behaviors, or violation of the Available Overnight Shelter rules, the Available Overnight Shelter shall be considered available for purposes of this Chapter. If an individual or family unit cannot use available space because of the individual or family member's sex, familial or marital status, religious beliefs, disability, or a shelter's length-of-stay restrictions, the space is not considered to be available. The space is also not considered to be available if an individual has attempted to secure a bed at the shelter by lining up in advance of the shelter opening for the day and has been denied entry due to lack of available space.

B. "Camp" means to pitch, erect, or occupy Camp Facilities, or to use Camp Paraphernalia, or both, for the purpose of, or in such a way as will facilitate remaining overnight or parking a Vehicle for the purpose of occupying the Vehicle overnight.

C. "Camp Facilities" means, without limitation, tents, huts, and temporary shelters.

D. “Camp Paraphernalia” means, without limitation, blankets, pillows, tarpaulins, cots, beds or bedding, sleeping bags, hammocks, non-City designated cooking facilities, and/or other similar equipment.

E. “City” means the city of Mercer Island, Washington, the area within the territorial limits of the City, and such territory outside of the City over which the City has jurisdiction or control by virtue of any constitutional, statutory, or regulatory provisions.

F. “Park” means, without limitation, any public area created, established, designated, maintained, provided, or set aside by the City for the purposes of public rest, play, recreation, enjoyment, or assembly, and all buildings, facilities, and structures located thereon or therein, as well as all associated areas, including but not limited to parking lots.

G. “Pier” means any pier, wharf, dock, float, gridiron, or other structure where watercraft may anchor or moor.

H. “Public Property” means and includes, without limitation, all Parks, Piers, Streets, trails, forests, park museums, pools, beaches, open spaces, public squares, public schools and associated athletic facilities, grounds around City or other publicly owned or leased buildings, including but not limited to parking lots, or any other property in which the City has an interest, including the purchase, construction, maintenance, landscaping or ownership thereof by or on behalf of the City, or for the use of the City.

I. “Store” means to put aside, accumulate, or leave on Public Property for later use, or for safekeeping.

J. “Street” means, without limitation, any easements, highway, lane, road, street, right-of-way, boulevard, alley, and all Public Property open as a matter of right to public vehicle travel or parking.

K. “Vehicle” means any device capable of being moved or parked upon Public Property and in, upon, or by which any person(s) or property is or may be moved, parked, transported, or drawn, including, without limitation, all forms of automotive vehicles, buses, trucks, cars, vans, campers, trailers, recreational vehicles, and mobile homes of any size, whether capable of supplying their own motor power or not. The term vehicle includes all such devices even if immobilized in any way and/or for any period of time.

#### **9.60.030 Unauthorized Use Of Public Property.**

Unless otherwise permitted by the Mercer Island City Code, it shall be unlawful for any person to Camp within any Public Property.

#### **9.60.040 Unauthorized Storage Of Personal Property On Public Property.**

It shall be unlawful for any person to Store personal property, including, without limitation, Camp Facilities and Camp Paraphernalia, on any Public Property. This section shall not apply to Vehicles, including trailers, recreational vehicles, and

campers, which are unoccupied and parked in rights-of-way, unless otherwise prohibited by law.

**9.60.050 Penalty For Violations.**

Violation of Section 9.60.030 or Section 9.60.040 of this Chapter is a misdemeanor offense and shall be punished upon conviction of such violation by a fine of not more than one thousand dollars, or by imprisonment not to exceed ninety days, or by both such fine and imprisonment.

**9.60.060 Enforcement Suspended.**

The City shall not enforce the provisions of Section 9.60.030 or Section 9.60.040 of this Chapter as to any Camping and/or Storing of personal property within outdoor portions of Parks or Streets when there is no Available Overnight Shelter. Further, this section 9.60.060 is not applicable to individuals who are not experiencing homelessness.

**9.60.070 Rules.**

The Chief of Police is hereby authorized to adopt rules, regulations, administrative policies, and procedures for implementing this Chapter.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS REGULAR MEETING ON FEBRUARY 2, 2021.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Benson Wong, Mayor

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Deborah A. Estrada, City Clerk

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

Date of publication:



# Use of Public Property Ordinance

AB 5798

January 19, 2021

# Proposed Ordinance Relating to the Use of Public Property

- The City's current ordinance prohibits camping on park property, rather than on all public property.
- The proposed ordinance prohibits camping on all public property.
  - Camping without adequate sanitation services presents public health and safety concerns.
  - Proposed ordinance ensures that public property is used in a safe manner and remains accessible for the intended public purpose.
- Proposed ordinance complies with applicable case law.



# Enforcement of New Ordinance

- Per *Martin v. Boise* court decision:
  - Those experiencing homelessness cannot be penalized for using public property for sitting, sleeping, or lying when shelter is unavailable.
  - This proposed ordinance suspends enforcement in the outdoor portions of parks and streets if no overnight shelter is available for those experiencing homelessness.



# Shelters/Services

- Beginning in 2021, City Council authorized funding to support the Human Services Funding Collaborative and Eastside shelters.
- This Collaborative provides assistance and shelter services to multiple demographics in the region.



# Questions





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 5800**  
**January 19, 2021**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 5800: A discussion related to King County Planning Policies Growth Target Update Process.	<input checked="" type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	No action is requested at this time.	<input type="checkbox"/> Action Needed:
		<input type="checkbox"/> Motion
		<input type="checkbox"/> Ordinance
		<input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Jeff Thomas, Interim CPD Director
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Vision 2050 Comment Letter 09-16-2019
<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

### SUMMARY

Following up on the January 5, 2021 King County presentation to the City Council on the County-Wide Planning Policies Growth Target Update Process, this is an opportunity for City Council to discuss and provide staff direction as to the City's position for the ensuing update process.

### BACKGROUND

The Washington State Growth Management Act (GMA) requires all counties and incorporated jurisdictions within those counties to maintain a valid Comprehensive Plan to guide community building and future jurisdiction growth for a 20-year period. The GMA also requires periodic updates to the Comprehensive Plan and recent legislative amendments now require an update every 9 years for a rolling 20-year period.

The last periodic update to the Mercer Island Comprehensive Plan was completed in 2015, planning to 2035. Mercer Island, like King County and other incorporated jurisdictions within, is commencing preparations for the next periodic update scheduled to be completed by June 30, 2024, planning to 2044.

Essential preparation components for King County (and incorporated jurisdictions within) to complete their next Comprehensive Plan periodic update include:

- The adoption of Vision 2050 by the Puget Sound Regional Council – completed in October 2020;

- Completion of the King County Urban Growth Capacity Study (UGCS) – scheduled for completion in 2021; and,
- Updates to the Countywide Planning Policies, which includes the Growth Target update process, also scheduled for completion in 2021.

At the January 5, 2021 City Council meeting, King County staff presented an overview of the work items planned for 2021, as detailed in [AB 5793](#). This presentation included information about the Countywide Planning Policies update process, how information from the UGCS is used to inform the update process, how Mercer Island fits into Vision 2050 in the High-Capacity Transit regional geography category, and how the Growth Target process generally works.

### **COUNTYWIDE PLANNING POLICY GROWTH TARGET UPDATE PROCESS**

The Countywide Planning Policy Growth Target update process is scheduled to be completed by mid-2021. In addition to having updated Countywide Planning Policies, King County and incorporated jurisdictions within will each have updated growth targets for housing and employment. These updated growth targets will serve as a foundation for the next periodic Comprehensive Plan update, planning to 2044.

To complete the growth target updates, jurisdictions in King County have been assigned to regional geography caucuses based on Vision 2050 and other geographic attributes. The City of Mercer Island is assigned to the High-Capacity Transit (HCT) regional geography caucus with 6 other cities – Des Moines, Kenmore, Lake Forest Park, Newcastle, Shoreline, and Woodinville, as well as 3 planned annexation areas – Federal Way, North Highline, and Renton.

The HCT caucus is responsible for providing a recommendation as to how the proportioned regional geographic share of housing and employment will be assigned amongst its members. A total of 29,950 housing units and 28,750 jobs must be proportioned among the HCT caucus members. King County noted at the January 5 meeting its preference is to have the recommendation reached by consensus but has yet to outline any alternate methodologies (i.e. a weighted vote).

King County applied numerous methodologies to determine possible proportions of housing units and jobs for HCT caucus members. For Mercer Island, these methodologies have thus far produced results ranging from 1,255 to 3,414 housing units and 1,257 to 3,278 jobs. King County continues to refine methodologies and issue updated results into early 2021.

To date, the Mercer Island staff position with the HCT caucus has been to advocate for the lowest possible assignment of both housing units and jobs. This position is generally consistent with the City's comments dated September 16, 2019 on the draft VISION 2050 as detailed in Exhibit 1.

This is an opportunity for City Council to discuss and/or provide staff direction on the City's position for the ensuing Countywide Planning Policy Growth Target update process. While no action is requested at this time, it is recommended, when ready, the City Council make a motion to provide staff direction on this matter.

### **RECOMMENDATION**

Discussion only, no action is requested at this time.



## CITY OF MERCER ISLAND, WASHINGTON

9611 SE 36<sup>th</sup> Street | Mercer Island, WA 98040-3732

(206) 275-7600 | (206) 275-7663 fax

[www.mercergov.org](http://www.mercergov.org)

September 16, 2019

Puget Sound Regional Council  
Paul Inghram, AICP, Director of Growth Management  
Erika Harris, Senior Planner

*Via Email*

RE: Mercer Island Comment on Draft VISION 2050

Dear Puget Sound Regional Council, Mr. Inghram, and Ms. Harris:

The City of Mercer Island City Council, Planning Commission, and staff have reviewed the Draft VISION 2050 plan; the City Council and Planning Commission held a joint study session to review the Draft VISION 2050 plan and its implications for Mercer Island on August 20, 2019. Mercer Island City Councilmembers are actively engaged with the King County Growth Management Planning Council and Sound Cities Association. The purpose of this letter is to provide specific comments from the City of Mercer Island, as informed by the August 20, 2019 Mercer Island study session.

The City of Mercer Island supports the overall goals and policy direction established in the Draft VISION 2050 plan. The purpose of this letter is to provide specific comments from the City of Mercer Island on the Draft VISION 2050 plan.

### Local Implementation

VISION 2050 establishes a regional growth strategy to accommodate forecasted growth in the four-county region. Consistent with the Growth Management Act<sup>1</sup>, the City of Mercer Island supports the creation of additional countywide tools that consider local circumstances in establishing local growth targets and implementation strategies. In particular, the City recommends that VISION 2050:

- Include the creation of countywide process to set locally tailored growth targets that are consistent with the Regional Growth Strategy;
- Include policies that support cities in exercising discretion in making choices about accommodating growth; conversely, avoid regional growth policies that represent a “one-size-fits-all” solution to accommodating growth.

### Financial Constraints

VISION 2050 should directly address the financial challenges faced by counties and cities and associated with the implementation of the regional growth strategy. Current revenue sources (for Mercer Island and similarly situated cities) to implement VISION 2050 are insufficient to support necessary planning efforts to implement the regional growth strategy. Similarly, current revenue sources are insufficient to support the infrastructure improvements that would be necessary for the extent of development called for by the VISION 2050 regional

---

<sup>1</sup> RCW 36.70A.110(2)

growth strategy and are insufficient to support ongoing maintenance and operations of existing infrastructure designed to accommodate the last 30 years of growth.

Mercer Island recognizes that this challenge cannot be directly addressed by the Puget Sound Regional Council. The City recommends that VISION 2050 incorporate policies that support regional and local efforts to develop state legislation to provide new fiscal tools for implementation of Growth Management Act related actions (i.e. state revenues to support unfunded planning and infrastructure expenditures). Without such state legislation, implementation of the regional growth strategy VISION 2050 plan is in jeopardy.

#### Mercer Island's Unique Constraints

The draft VISION 2050 plan reflects a regional growth strategy that seeks to leverage the region's investment in a regional transportation system, by focusing population and job growth near regionally funded transit centers. As noted above, the City of Mercer Island supports the regional growth strategy in concept however Mercer Island also faces significant hurdles in accommodating additional population and job growth.

Mercer Island is bounded entirely by Lake Washington, with no additional "undeveloped land" and is encumbered with substantial critical areas including steep slopes, wetlands, watercourses and shorelines. In addition, Mercer Island faces significant costs to upgrade infrastructure to support significant additional redevelopment on the island. Furthermore, Mercer Island's proximity to two high growth metropolitan cities, which have accommodated a high proportion of job growth that in turn drives housing demand, make affordable housing solutions on Mercer Island challenging to implement. Finally, to accommodate the Sound Transit station, Mercer Island has lost one of its few freeway access points; which, in combination with forecasted growth for high capacity transit cities may result in significant transportation congestion and delays. In a review of other high capacity transit cities, Mercer Island appears to have unique and significant challenges in implementing the multi-county planning policies contained in VISION 2050.

Consequently, the City recommends that VISION 2050 regional growth strategy acknowledge that the City of Mercer Island, while a high capacity transit community, is effectively built out and cannot accept further significant population or job growth.

In closing, the City of Mercer Island recommends that the draft VISION 2050 plan address the: A) local implementation; B) financial constraints; and C) Mercer Island constraints on accommodating additional growth.

If you have questions or comments regarding the contents of this letter, please contact me at 206.275.7732.

Regards,



Evan Maxim  
Director of Community Planning and Development  
City of Mercer Island

Copy: Mercer Island City Council  
Mercer Island Planning Commission  
Interim City Manager Jessi Bon



# 2021 PLANNING SCHEDULE

Item 12.

Please email the City Manager & City Clerk when an agenda item is added, moved, or removed.

NOTE - Regular Meetings begin at 5:00 pm from June 16, 2020 through December 31, 2021.  
Items are not listed in any particular order. Agenda items & meeting dates are subject to change.

FEBRUARY 2			DD	FN	CA	Clerk	CM
ABSENCES:							
ITEM TYPE   TIME   TOPIC					STAFF		
STUDY SESSION							
60	YFS Levy Discussion				Jessi Bon		
SPECIAL BUSINESS							
5	AB xxxx: Black History Month Proclamation No. XX				Deb Estrada		
20	King County Councilmember Claudia Balducci						
CONSENT CALENDAR							
--	AB xxxx: Bid Acceptance: SCADA Project (Water)				Jason Kintner		
--	AB 5796: Public Sewer Easement Extinguishment and Replacement				Patrick Yamashita		
REGULAR BUSINESS							
60	AB xxxx: Healthy Youth Initiative Program Update				Tambi Cork/Derek Franklin		
30	AB xxxx: Potentially Dangerous Dog Ordinance (Ord. No. 21X-XX First Reading)				Bio Park		
30	AB xxxx: Thrift Shop Operations Update				Jason Kintner/Gareth Reece		
30	AB xxxx: Booster Station & Water Vulnerability/Risk Assessment Project Update				Jason Kintner/Rona Lin		
EXECUTIVE SESSION							
	If Needed						

FEBRUARY 16			DD	FN	CA	Clerk	CM
ABSENCES:							
ITEM TYPE   TIME   TOPIC					STAFF		
STUDY SESSION							
60	AB xxxx: Update on MICEC/Recreation Restart Plan (tentative)				Ryan Daly/Merrill Thomas-Schadt		
SPECIAL BUSINESS							
	AB xxxx: Exit Conference for the 2019 Financial & Accountability Audits				Matt Mornick/LaJuan Tuttle SAO Staff		
CONSENT CALENDAR							
REGULAR BUSINESS							
15	AB xxxx: Interlocal Agreement with the Mercer Island School District for School Resource Officer Services (tentative)				Ed Holmes		
30	AB xxxx: Prohibited Uses on Public Property Ordinance (Second Reading)				Ed Holmes/Mike Seifert		
60	AB xxxx: G. Rich Hill Code Amendment				Jeff Thomas		
EXECUTIVE SESSION							

MARCH 2			DD	FN	CA	Clerk	CM
ABSENCES:							
ITEM TYPE   TIME   TOPIC					STAFF		
STUDY SESSION							
60	AB xxxx: Review Financial Policies (tentative)				Matt Mornick		
SPECIAL BUSINESS							
CONSENT CALENDAR							
REGULAR BUSINESS							
30	AB xxxx: Approve Aubrey Davis Park Trail Improvement Scope of Work/P&R Commission Recommendation				Paul West/Jason Kintner		
30	AB xxxx: ARCH Housing Trust Fund Project Approval				Alison Van Gorp		
30	AB xxxx: Sustainability Report & Sustainability Work Plan discussion				TBD		
EXECUTIVE SESSION							

MARCH 16		DD	FN	CA	Clerk	CM
ABSENCES:						
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
60	Joint Council/UB Session – Risk & Resiliency/EFP Plan Update and SCADA Project Update			Jason Kintner		
SPECIAL BUSINESS						
CONSENT CALENDAR						
REGULAR BUSINESS						
30	AB xxxx: Interlocal Agreement with the Mercer Island School District for Field Maintenance (tentative)			Jason Kintner		
30	AB xxxx: Update on MICEC/Recreation Restart Plan			Ryan Daly/Merrill Thomas-Schadt		
60	AB xxxx: Scoping Session on Town Center Parking Study (tentative)			Jason Kintner/Sarah Bluvas		
60	AB xxxx: Town Center Discussion (tentative)			Jeff Thomas		
EXECUTIVE SESSION						